

CITY OF MATTOON, ILLINOIS
CITY COUNCIL AGENDA
April 21, 2009

6:30 PM BUSINESS MEETING

Pledge of Allegiance

Roll Call

Electronic Attendance

PRESENTATION: Sean Flynn of Gilmore & Bell – Bonds Sale Awards

PUBLIC HEARING:

- **Tentative budget for the fiscal year that begins May 1, 2009 and ends April 30, 2010.**

Recess to closed session pursuant to the Illinois Open Meetings Act for the purpose of considering the employment, performance or dismissal of employees of the municipality (5 ILCS 120(2)(c)(1)); and collective negotiating matters (5 ILCS 120(2)(c)(2)).

Reconvene

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.

Minutes of the Regular meeting April 7 and Special meeting April 9, 2009

Payroll and Bills first half of April, 2009 and HOME Rehab Grant Expenditures

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.

NEW BUSINESS:

Motion – Approve Council Decision Request 2009-952: Approving a home occupation application and authorizing the Mayor to sign a permit to enable a beauty shop use at 704 Oklahoma by Dusty Arthur. (Cline)

Motion – Approve Council Decision Request 2009-953: Approving a home occupation application and authorizing the Mayor to sign a permit to enable a massage therapy business use at 3228 Champaign Avenue by Jennifer Mast. (Cline)

Motion – Adopt Ordinance 2009-5275: Awarding bond sale of \$6,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2009A; and authorizing the Mayor and City Clerk to execute all documents. (Schilling)

Motion – Adopt Ordinance 2009-5276: Awarding bond sale of \$4,000,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2009B; and authorizing the Mayor and City Clerk to execute all documents. (Schilling)

Motion – Adopt Special Ordinance 2009-1326: Approving a five-year contract with Central States Fireworks, Inc. of Athens, Illinois for 4th of July firework observances; and authorizing the Mayor and City Clerk to execute the documents. (Ervin)

Motion – Adopt Special Ordinance 2009-1327: Authorizing the Mayor to sign an outright grant agreement by and between the City of Mattoon and Jan and Terry Kroening reimbursing up to \$26,637.00 from available Mid-town TIF revenues over a five-year term for roof and structural renovations and electrical and plumbing upgrades to a building located at 1626 Broadway Avenue. (Schilling)

Motion- Approve Council Decision Request 2009-956: Authorizing the Mayor and City Clerk to sign the Artist’s Agreement with DS Gordon Murals for the Mural Art Project at the Cross County Mall. (Cline)

Motion – Adopt Resolution 2009-2770: Prescribing contributions required of Employees and Retirees who elect to participate in the group health and life insurance plan of the municipality. (Schilling)

Motion – Adopt Special Ordinance 2009-1328: Establishing the 2009/2010 Compensation Plan for employees of the municipality not covered by collective bargaining agreements. (Cline)

Motion – Adopt Special Ordinance 2009-1329: Adopting the budget for the fiscal year that begins May 1, 2009 and ends April 30, 2010. (Schilling)

Motion – Adopt Special Ordinance 2009-1330: Approving the parking variance at 1012 Charleston Avenue, allowing for a minimum of five parking spaces at a drive-thru convenience store. John Woodruff – Petitioner (Cline)

Adjourn

UNAPPROVED MINUTES:

April 7, 2009 (Regular)

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on April 7, 2009.

Mayor David W. Cline presided and called the meeting to order at 6:30 p.m.

Mayor Cline led the Pledge of Allegiance.

The following members of the Council answered roll call physically present: YEA Commissioner Randy Ervin, YEA Commissioner Rick Hall, YEA Commissioner Joe McKenzie, YEA Commissioner David Schilling, YEA Mayor David Cline.

Also physically present were City personnel: City Administrator Alan Gilmore, Attorney & Treasurer J. Preston Owen, Public Works Director David Wortman, Water Treatment Plant Superintendent Jim Lang, Information Technology Director Brian Johanpeter, Community Development Coordinator Kyle Gill, Police Chief David Griffith, Fire Chief Mike Chism, Assistant Fire Chief Andy Adair, and City Clerk Susan O'Brien.

Mayor Cline seconded by Commissioner Schilling moved to approve the consent agenda consisting of minutes of the regular meeting March 17, 2009; Police Department report for the month of February and Fire Department report for the month of March; payroll and bills for the last half of March, 2009.

Bills and Payroll for last part of March, 2009

<u>General Fund</u>		
Payroll		\$ 492,870.07
Bills		<u>\$ 202,775.86</u>
	Total	\$ 695,645.93
<u>Hotel Tax Fund</u>		
Payroll		\$ 1,618.08
Bills		<u>\$ 3,236.16</u>
	Total	\$ 4,854.24
<u>Festival Management</u>		
Bills		<u>\$ 5,983.40</u>
	Total	\$ 5,983.40
<u>Insurance & Tort Judgment</u>		
Bills		<u>\$ 12,403.92</u>
	Total	\$ 12,403.92
<u>Firefighters Pension Fund</u>		
Bills		<u>\$ 332.00</u>
	Total	\$ 332.00
<u>Police Pension Fund</u>		

Bills		\$	332.00
	Total	\$	332.00
	<u>Water Fund</u>		
Payroll		\$	33,765.52
Bills		\$	63,674.68
	Total	\$	97,440.20
	<u>Sewer Fund</u>		
Payroll		\$	30,214.27
Bills		\$	66,051.79
	Total	\$	96,266.06
	<u>Cemetery Fund</u>		
Payroll		\$	3,808.88
Bills		\$	7,614.00
		\$	4,003.40
	Total		
	<u>Health Insurance</u>		
Bills		\$	153,102.03
	Total	\$	153,102.03

Mayor Cline declared the motion to approve the consent agenda carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Mayor Cline opened the floor for presentations, petitions and communications.

Mr. Terry Tomer re-iterated his request for open discussion after each motion and council discussion. Council discussed the future possibilities and consideration.

Mr. Herb Meeker of the Journal Gazette inquired as to the chemical bids increases over last year; FutureGen's promissory note; and the opening date for the restaurant receiving TIF monies. Director Wortman and Superintendent Lang responded with a re-bidding of alum due to a 33% increase and the taste/odor of the water not a result of alum. Attorney & Treasurer Owen stated there was no reflection of Washington D.C.'s consideration for the promissory note, which only extends the letter of credit for one year for Coles Together pledges to be realized. Administrator Gilmore stated the restaurant should be opening soon.

Director Wortman stated the South Side Drainage bid date in CDR 2009-948 was changed to May 12, 2009, due to an easement purchase to be made, and noted the plans were available in the Public Works Office.

Mayor Cline seconded by Commissioner Ervin moved to approve Council Decision Request 2009-945, authorizing the Mayor and Police Department designee to execute the ICJA (Illinois Criminal Justice Information Authority) Grant application for 75% up to \$18,000 for a Police Department vehicle grant.

Mayor Cline called for questions or comments. Commissioner McKenzie inquired whether the authorization was limited to one vehicle. Mayor Cline answered affirmatively.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Commissioner Hall seconded by Commissioner McKenzie moved to approve Council Decision Request 2009-946, approving quote from Fuller-Wente for the boring of an 8” water main on Marshall Avenue in the amount of \$11,218.50.

Mayor Cline called for questions or comments. No questions or comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Commissioner Hall seconded by Commissioner Schilling moved to approve Council Decision Request 2009-947, approving the plans and specifications for the Roundhouse Multi-Sports Complex Project; and authorizing the solicitation for competitive bids. OSLAD Grant

Mayor Cline called for questions or comments. No questions or comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Commissioner Hall seconded by Commissioner McKenzie moved to approve Council Decision Request 2009-948, approving the plans and specifications for South Side Storm Water Detention Basin Construction Project; and authorizing the solicitation for competitive bids with a bid date change to May 12, 2009.

Mayor Cline called for questions or comments. No questions or comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Commissioner McKenzie seconded by Commissioner Ervin moved to approve Council Decision Request 2009-949, approving the plans and specifications for two separate sidewalk projects along Broadway and Western Avenues; and authorizing the solicitation for competitive bids.

Mayor Cline called for questions or comments. No questions or comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Commissioner Hall seconded by Commissioner Ervin moved to approve Council Decision Request 2009-950, awarding the 2009 Water Treatment Plant chemical bids as follows:

Continental Carbonic	CO2	\$ 9,300.00;
Alexander Chemical	Carbon	\$44,400.00;
SAL Chemical	Polymer	\$21,480.00;
Brenntag	Chlorine	\$ 6,982.50;

Brenntag	Fluoride	\$18,400.00;
Water Soln Unlimited Ammonia		\$18,000.00;
Carus Chemicals	Polyphosphate blend	\$22,575.00.

Mayor Cline called for questions or comments. No questions or comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Commissioner Ervin seconded by Commissioner Hall moved to approve Council Decision Request 2009-951, approving bid specifications and authorizing a competitive solicitation for the Exhaust System Grant for fire stations in the amount of \$74,000 with a 5% City match.

Mayor Cline called for questions or comments. No questions or comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Mayor Cline inquired whether the permits for the home occupations were on a timeline. Coordinator Gill was not aware of timelines for the businesses. Council questioned whether the neighbors were notified or reviewed by any other Boards. Coordinator Gill responded negatively to the inquiries and stated reasons for home occupancies versus variances. Mayor Cline stated the considerations were to be pulled and placed on the next agenda.

Council Decision Request 2009-952, approving a home occupation application and authorizing the Mayor to sign a permit to enable a beauty shop use at 704 Oklahoma by Dusty Arthur was pulled from the agenda.

Council Decision Request 2009-953, approving a home occupation application and authorizing the Mayor to sign a permit to enable a massage therapy business use at 3228 Champaign Avenue by Jennifer Mast was pulled from the agenda.

Commissioner Schilling seconded by Commissioner McKenzie moved to approve Council Decision Request 2009-954, accepting the recommendation of Mid-town TIF Incentive Review Committee for the Jan Kroening (J&T Enterprises) project located at 1626 Broadway Avenue granting an annual subsidy up to \$5,327 disbursed over a five-year term subject to the availability of funds for roof replacement, façade renovations, and electrical upgrades.

Mayor Cline called for questions or comments. No questions or comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Commissioner Schilling seconded by Commissioner Ervin moved to adopt Special Ordinance 2009-1325, authorizing the Mayor and City Clerk to sign a promissory note and associated documents with First Mid-Illinois Bank & Trust, N.A. for the FutureGen Project.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2009 - 1325

A SPECIAL ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A PROMISSORY NOTE AND ASSOCIATED DOCUMENTS WITH FIRST MID-ILLINOIS BANK & TRUST, N.A. FOR THE FUTUREGEN PROJECT

WHEREAS, On December 18, 2007 Mattoon was selected by the FutureGen Industrial Alliance, Inc., a Delaware 501(c)(3) non-profit corporation, as the site for the construction of the world's first near-zero emissions coal fired power plant; and,

WHEREAS, Coles Together made certain incentive offers to the FutureGen Industrial Alliance to induce them to choose Mattoon as the site for this project; and,

WHEREAS, by Special Ordinance 2008 - 1285, the City of Mattoon has approved an Intergovernmental Agreement with Coles Together containing the terms and conditions pertaining to the procurement by the City of Mattoon of an irrevocable letter of credit and other borrowing to satisfy one of those incentive offers; and,

WHEREAS, City of Mattoon desires to ensure that this project moves forward in a timely manner, believes that this project is of the utmost importance to the citizens of Mattoon and knows that it is in the best interest of the citizens of Mattoon to provide assistance to Coles Together; and,

WHEREAS, by Special Ordinance 2008 – 1286, the City of Mattoon approved a letter of credit from First Mid-Illinois Bank & Trust, N.A. in the amount of Three Million and no/100 Dollars (\$3,000,000.00) to satisfy the incentives offered by Coles Together; and,

WHEREAS, since the issuance of that letter of credit the Futuregen Industrial Alliance has been provided the Three Million and no/100 dollars (\$3,000,000.00) by a combination of donations to Coles Together and borrowing on the letter of credit; and,

WHEREAS, that letter of credit has expired and the principal amount remaining outstanding on the letter of credit is Two Million Sixty-Eight Thousand Eighty-Three and 67/100 Dollars (\$2,068,083.67); and,

WHEREAS, The City desires to transfer the amount remaining on the letter of credit into a promissory note for a period of one (1) year to allow Coles Together to collect on the remaining pledges it has received on this project; and,

WHEREAS, the primary missions of the City of Mattoon are economic development and the creation of jobs for Mattoon and the surrounding areas; and

WHEREAS, the FutureGen project will be of historic proportions in terms of jobs and economic development for the City of Mattoon and all of Central Illinois; and,

WHEREAS, the Constitution of the State of Illinois, at Article VII, Section 10 and the Statutes of the State of Illinois allow for the City of Mattoon to provide this type and form of development assistance to individuals and organizations.

WHEREAS, the Illinois Statutes, at 65 ILCS 5/8-1-3.1, allow the City of Mattoon to execute the type of obligation provided for in this Special Ordinance.

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

Section 1. 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 Special Ordinance.

Section 2. The Mayor and City Clerk are authorized and directed to sign the attached documents, attached hereto as Exhibit "A" and incorporated herein by this reference, for the issuance of a promissory note in the principal amount of Two Million Sixty-Eight Thousand Eighty-Three and 67/100 Dollars (\$2,068,083.67) by First Mid-Illinois Bank & Trust, N.A. on behalf of Coles Together.

Section 3. The Mayor and City Clerk are also authorized to do any act and sign any additional documents necessary to implement the intent of this Ordinance. Including, but not limited to, signing one twelve (12) month extension of this note if the note is not paid in full by March 16, 2010.

Section 4. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Upon motion by Commissioner Schilling, seconded by Commissioner Ervin, adopted this 7th day of April 2009, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Hall
Commissioner McKenzie, Commissioner Schilling
Mayor Cline
NAYS (Names): None
ABSENT (Names): None

Approved this 7th day of April, 2009.

/s/ David W. Cline
David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST: APPROVED AS TO FORM:
/s/ Susan J. O'Brien /s/ J. Preston Owen
Susan J. O'Brien, City Clerk J. Preston Owen, City Attorney

Recorded in the Municipality's Records on April 8, 2009.

Mayor Cline called for questions or comments. No questions or comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Commissioner Hall seconded by Commissioner Ervin adjourned at 6:54 p.m.

Attorney & Treasurer Owen announced a special council meeting on April 9, 2009 for budgeting discussion, inviting the commissioners-elect, and commencing with an executive session to discuss personnel.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

/s/ Susan J. O'Brien
City Clerk

April 9, 2009 (Special)

The City Council of the City of Mattoon held a special meeting in the City Hall Council Chambers on April 9, 2009.

Mayor David W. Cline presided and called the meeting to order at 9:00 a.m.

Mayor Cline led the Pledge of Allegiance.

The following members of the Council answered roll call physically present: YEA Commissioner Randy Ervin, YEA Commissioner Rick Hall, YEA Commissioner Joe McKenzie, YEA Commissioner David Schilling, YEA Mayor David Cline.

Also physically present were City personnel: City Administrator Alan Gilmore, Attorney & Treasurer J. Preston Owen, and City Clerk Susan O'Brien. Commissioners-Elect Tim Gover and D. Chris Rankin were physically present.

Mayor Cline seconded by Commissioner Schilling moved to recess to closed session at 9:01 a.m. pursuant to the Illinois Open Meetings Act for the purpose of considering the employment, performance or dismissal of employees of the municipality (5 ILCS 120(2)(c)(1)).

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Council reconvened at 3:16 p.m.

Mr. Herb Meeker of the Journal Gazette inquired about budget issues with Mayor Cline responding with placement of the budget on file, adjusting at a later date. Attorney & Treasurer Owen stated the final budget was to be approved on April 21, 2009 and elaborated upon during the public hearing.

Mayor Cline seconded by Commissioner Ervin moved to approve Council Decision Request 2009-955, authorizing the Mayor and the Police Chief's designee to apply for grant funding under the Federal COPS

Hiring Recovery Program (CHRP) for full three-year funding of salaries and benefits of three replacement police officers.

Mayor Cline called for questions or comments. Attorney & Treasurer Owen reviewed the grant, noting no budget shortfalls.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Administrator Gilmore discussed exclusive solid waste contracting. Council and attendees discussed the potential of solid waste contracting.

Commissioner Hall seconded by Commissioner McKenzie moved to adjourned at 3:38 p.m.

Mayor Cline declared the motion carried: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

/s/ Susan J. O'Brien
City Clerk

BILLS & PAYROLL:

BEGINS ON NEXT PAGE

CITY OF MATTOON
4-17-09 PAYROLL
3-28-09/4-10-09

	G/L	ACCOUNT	ACCOUNT NAME	AMOUNT
CITY COUNCIL	110	5110-111	SALARIES OF REG EMPLOYEEES	1,476.91
CITY CLERK	110	5120-111	SALARIES OF REG EMPLOYEEES	5,073.48
	110	5120-113	OVERTIME	83.46
CITY ADMINISTRATOR	110	5130-111	SALARIES OF REG EMPLOYEEES	3,264.31
FINANCIAL ADMINISTRATION	110	5150-111	SALARIES OF REG EMPLOYEEES	1,084.97
	110	5150-114	COMPENSATED ABSENCES	113.43
LEGAL SERVICES	110	5160-111	SALARIES OF REG EMPLOYEEES	1,335.06
COMPUTER INFO SYSTEMS	110	5170-111	SALARIES OF REG EMPLOYEEES	3,453.52
	110	5170-114	COMPENSATED ABSCENSES	356.55
PLANNING & ZONING	110	5180-111	SALARIES OF REG EMPLOYEEES	1,000.21
POLICE ADMINISTRATION	110	5211-111	SALARIES OF REG EMPLOYEEES	12,377.62
CRIMINAL INVESTIGATION	110	5212-111	SALARIES OF REG EMPLOYEEES	10,105.05
	110	5212-113	OVERTIME	236.28
PATROL	110	5213-111	SALARIES OF REG EMPLOYEEES	63,637.31
	110	5213-113	OVERTIME	1,339.19
K-9 SERVICE	110	5214-111	SALARIES OF REG EMPLOYEEES	2,132.89
POLICE RECORDS	110	5216-111	SALARIES OF REG EMPLOYEEES	5,800.06
TRAFFIC CONTROL	110	5220-111	SALARIES OF REG EMPLOYEEES	232.5
SCHOOL RESOURCE PROGRAM	110	5227-111	SALARIES OF REG EMPLOYEEES	1,975.16
FIRE PROTECTION ADMIN	110	5241-111	SALARIES OF REG EMPLOYEEES	73,243.19
	110	5241-113	OVERTIME	3,006.92
	110	5241-114	COMPENSATED ABSENCES	9,439.98
CODE ENFORCEMENT ADMIN	110	5261-111	SALARIES OF REG EMPLOYEEES	4,312.03
PUBLIC WORKS ADMIN	110	5310-111	SALARIES OF REG EMPLOYEEES	3,837.95
	110	5310-113	OVERTIME	37.84
	110	5310-114	COMPENSATED ABSENCES	946.96
STREETS	110	5320-111	SALARIES OF REG EMPLOYEEES	19,526.67
	110	5320-113	OVERTIME	302.86
	110	5320-114	COMPENSATED ABSENCES	2,519.30
YARD WASTE COLLECTION	110	5335-111	SALARIES OF REG EMPLOYEEES	186.32
	110	5335-112	SALARIES OF TEMP EMPLOYEEES	512
CONSTRUCTION INSPECTION	110	5370-111	SALARIES OF REG EMPLOYEEES	1,232.10
	110	5370-112	SALARIES OF TEMP. EMPLOYEEES	1,307.03
	110	5370-114	COMPENSATED ABSENCES	821.36
CUSTODIAL SERVICES	110	5381-111	SALARIES OF REG EMPLOYEEES	2,461.15
EQUIPMENT MAINTENANCE	110	5390-111	SALARIES OF REG EMPLOYEEES	1,333.13
	110	5390-114	COMPENSATED ABSENCES	1,143.36
PARK ADMINISTRATION	110	5511-111	SALARIES OF REG EMPLOYEEES	6,630.86
	110	5511-114	COMPENSATED ABSENCES	505.98
LAKE ADMINISTRATION	110	5512-111	SALARIES OF REG EMPLOYEEES	1,843.67
	110	5512-112	SALARIES OF TEMP EMPLOYEEES	1,130.50
	110	5512-113	OVERTIME	253
	110	5512-114	COMPENSATED ABSENCES	105.42
			*** FUND 110 TOTALS ***	251,717.54

CITY OF MATTOON
 4-17-09 PAYROLL
 3-28-09/4-10-09

HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	1,618.08
	122 5653-112	SALARIES OF TEMP EMPLOYEES	200
		*** FUND 122 TOTALS ***	1,818.08
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	11,167.70
	211 5353-113	OVERTIME	566.87
	211 5353-114	COMPENSATED ABSENCES	1,789.19
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	6,047.95
	211 5354-113	OVERTIME	139.57
	211 5354-114	COMPENSATED ABSENCES	2,635.60
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	3,286.97
	211 5355-113	OVERTIME	21.69
	211 5355-114	COMPENSATED ABSENCES	719.29
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	3,948.19
	211 5356-113	OVERTIME	36.72
	211 5356-114	COMPENSATED ABSENCES	183.91
		*** FUND 211 TOTALS ***	30,543.65
SANITARY SWR MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	6,945.63
	212 5342-113	OVERTIME	250.24
	212 5342-114	COMPENSATED ABSENCES	4,696.17
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	10,667.63
	212 5344-113	OVERTIME	328.72
	212 5344-114	COMPENSATED ABSENCES	2,064.99
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	3,287.00
	212 5345-113	OVERTIME	21.71
	212 5345-114	COMPENSATED ABSENCES	719.31
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	3,948.19
	212 5346-113	OVERTIME	36.72
	212 5346-114	COMPENSATED ABSENCES	183.9
		*** FUND 212 TOTALS ***	33,150.21
MAINTENANCE & OPERATIONS	213 5361-111	SALARIES OF REG EMPLOYEES	2,780.12
	213 5361-112	SALARIES OF TEMP EMPLOYEES	1,427.00
		*** FUND 213 TOTALS ***	4,207.12
		*** GRAND TOTALS ***	321,436.60

CITY OF MATTOON
4-17-09 PAYROLL
3-28-09/4-10-09

*** PAY CODE TOTALS ***

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REGULAR PAY	19	1,904.50	37,250.96
OVERTIME PAY	17	185	5,765.98
HOLIDAY PAY-REGULAR	26	315.72	6,889.66
SICK PAY-AFSCME	5	75.5	1,719.18
VACATION PAY	17	444	10,638.53
SALARY PAY	41	11,194.22	247,323.22
SHIFT PAY	160	160	112
HOLIDAY PAY-OT	4	32	1,057.64
PEHP	29	29	450
COMP EARNED	1.5	1.5	0
VACATION PAY	9	288	6,002.31
COMP PAID	18	18	385.48
SICK-FD UNION	3	72	1,459.83
SHIFT PAY	1	252	151.2
STRAIGHT OT POLICE	1	32.5	895.81
SICK-NON UNION	2	50	1,234.80
BURIAL PAY	1	1	100

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002228	OMEGA ACCOUNT	I-200904069540	110 1300-000	DOJ - FEDERAL:	TRFR OF FUNDS	097628	7,108.70
VENDOR 01-002228 TOTALS							7,108.70
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:		7,108.70
01-000871	RANDY ERVIN	I-200904159572	110 5110-533	CELLULAR PHON:	APRIL 09 CELL PHONE	097669	50.00
VENDOR 01-000871 TOTALS							50.00
01-001104	JOE MCKENZIE	I-200904159571	110 5110-533	CELLULAR PHON:	APRIL 09 CELL PHONE	097701	50.00
VENDOR 01-001104 TOTALS							50.00
01-001620	VERIZON WIRELESS	I-1987260880	110 5110-533	CELLULAR PHON:	MOBILES	097630	902.44
VENDOR 01-001620 TOTALS							902.44
01-040490	DAVID SCHILLING	I-200904159575	110 5110-533	CELLULAR PHON:	APRIL 09 CELL PHONE	097728	50.00
VENDOR 01-040490 TOTALS							50.00
			DEPARTMENT 110	CITY COUNCIL	TOTAL:		1,052.44
01-000051	AMERICAN LEGAL PUBLISH	I-69108	110 5120-519	OTHER PROFESS:	ONLINE CODIFICATION	097638	200.00
01-000051	AMERICAN LEGAL PUBLISH	I-69130	110 5120-519	OTHER PROFESS:	CODIFICATION UPDATE	097638	1,096.27
VENDOR 01-000051 TOTALS							1,296.27
01-024060	IL DEPT OF NATURAL RES	I-200903319439	110 5120-802	HUNTING/FISHI:	HUNT/FISH 3-24/30 CI 000000		68.75
01-024060	IL DEPT OF NATURAL RES	I-200904079550	110 5120-802	HUNTING/FISHI:	HUNT/FISH 3-31/4-6 C 000000		62.75
VENDOR 01-024060 TOTALS							131.50
			DEPARTMENT 120	CITY CLERK	TOTAL:		1,427.77

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 130 CITY ADMINISTRATOR

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001680	ECIDC	I-200904159619	110 5130-571	DUES & MEMBER:	PARTNER MEMBERSHIP	097665	375.00
						VENDOR 01-001680 TOTALS	375.00
						DEPARTMENT 130 CITY ADMINISTRATOR TOTAL:	375.00
01-012025	DETECTION SECURITY CO	I-98288	110 5150-576	SECURITY SERV:	MONITORING	097664	300.00
						VENDOR 01-012025 TOTALS	300.00
						DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:	300.00
01-009075	CUSD #2 TRANSPORTATION	I-403	110 5160-579	OTHER PURCHAS:	FUEL 3-1/31 LEGAL/FI	097661	18.54
						VENDOR 01-009075 TOTALS	18.54
01-037951	J. PRESTON OWEN	I-200904159574	110 5160-565	CELLULAR TELE:	APRIL 09 CELL PHONE	097716	100.00
						VENDOR 01-037951 TOTALS	100.00
						DEPARTMENT 160 LEGAL SERVICES TOTAL:	118.54
01-001620	VERIZON WIRELESS	I-1987260880	110 5170-863	COMPUTERS	: MOBILES	097630	307.48
						VENDOR 01-001620 TOTALS	307.48
01-023800	CONSOLIDATED COMMUNICA	I-200904159601	110 5170-854	WIDE AREA NET:	101-0937	097657	88.07
						VENDOR 01-023800 TOTALS	88.07
						DEPARTMENT 170 COMPUTER INFO SYSTEMS TOTAL:	395.55
01-001932	SBDC	I-200904179636	110 5190-579	MISC OTHER PU:	CONTRIBUTION	097727	3,000.00
						VENDOR 01-001932 TOTALS	3,000.00
						DEPARTMENT 190 COUNCIL CONTINGENCY TOTAL:	3,000.00

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-005600	CATER-VEND	I-203944	110 5211-579	MISC OTHER PU:	COFFEE,SUGAR,CREAM	097648	62.46
					VENDOR 01-005600 TOTALS		62.46
01-015410	EZ PARCEL & BUSINESS S	I-200904159593	110 5211-531	POSTAGE	: SHIPPING-POLICE DEPT	097670	48.50
					VENDOR 01-015410 TOTALS		48.50
01-037201	PETTY CASH-MATTOON POL	I-200904169630	110 5211-522	NOTARY FEES	: REPLENISH PETTY CASH	097722	15.00
01-037201	PETTY CASH-MATTOON POL	I-200904169630	110 5211-579	MISC OTHER PU:	REPLENISH PETTY CASH	097722	39.52
01-037201	PETTY CASH-MATTOON POL	I-200904169630	110 5211-319	MISCELLANEOUS:	REPLENISH PETTY CASH	097722	58.75
01-037201	PETTY CASH-MATTOON POL	I-200904169630	110 5211-531	POSTAGE	: REPLENISH PETTY CASH	097722	26.19
					VENDOR 01-037201 TOTALS		139.46
DEPARTMENT 211 POLICE ADMINISTRATION TOTAL:							250.42
01-000610	LEXISNEXIS RISK & INFO	I-1299801-20090331	110 5212-579	MISC OTHER PU:	3/09 SEARCHES	097696	79.10
					VENDOR 01-000610 TOTALS		79.10
01-002230	YAHOO! CUSTODIAN OF RE	I-123137	110 5212-319	MISCELLANEOUS:	SUBSCRIBER INFORMATI	097746	20.42
					VENDOR 01-002230 TOTALS		20.42
01-002231	NORTHERN SAFETY CO., I	I-P238333301018	110 5212-319	MISCELLANEOUS:	BOOT COVERS,SHOE COV	097714	86.09
					VENDOR 01-002231 TOTALS		86.09
01-037201	PETTY CASH-MATTOON POL	I-200904169630	110 5212-319	MISCELLANEOUS:	REPLENISH PETTY CASH	097722	90.99
					VENDOR 01-037201 TOTALS		90.99
01-037800	RAY O'HERRON CO	I-0908707-IN	110 5212-319	MISCELLANEOUS:	CASES	097724	26.20
					VENDOR 01-037800 TOTALS		26.20
DEPARTMENT 212 CRIMINAL INVESTIGATION TOTAL:							302.80

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 221 POLICE TRAINING

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-037201	PETTY CASH-MATTOON	POL I-200904169630	110 5221-562	TRAVEL & TRAI	REPLENISH PETTY CASH	097722	45.00
							45.00
						VENDOR 01-037201 TOTALS	45.00
01-037800	RAY O'HERRON CO	I-0907109-IN	110 5221-316	TOOLS & EQUIP	AMMO	097724	248.93
							248.93
						VENDOR 01-037800 TOTALS	248.93
						DEPARTMENT 221 POLICE TRAINING TOTAL:	293.93
01-023800	CONSOLIDATED COMMUNICA	I-200904159591	110 5222-532	TELEPHONE	: 101-0983	097657	345.43
							345.43
						VENDOR 01-023800 TOTALS	345.43
						DEPARTMENT 222 COMMUNICATION SERVICES TOTAL:	345.43
01-013900	D-R AUTO BODY SHOP	I-200904159588	110 5223-434	REPAIR OF VEH	2L11 REPAIRS	097662	40.52
							40.52
						VENDOR 01-013900 TOTALS	40.52
01-017000	FIRE EQUIPMENT SERVICE	I-87405	110 5223-316	TOOL & EQUIPM	FIRE EXTINGUISHER	097673	46.80
							46.80
						VENDOR 01-017000 TOTALS	46.80
01-038375	DAN PILSON AUTO CENTER	I-62799	110 5223-434	REPAIR OF VEH	2L14 REPAIRS	097663	385.81
							385.81
						VENDOR 01-038375 TOTALS	385.81
01-041000	SECRETARY OF STATE	I-200904159594	110 5223-319	MISCELLANEOUS	RENEW PLATES	097729	78.00
							78.00
						VENDOR 01-041000 TOTALS	78.00
						DEPARTMENT 223 AUTOMOTIVE SERVICES TOTAL:	551.13
01-001070	AMERENCIPS	I-200904159589	110 5224-321	NATURAL GAS &	1321 RICHMOND	097636	111.49
01-001070	AMERENCIPS	I-200904159590	110 5224-321	NATURAL GAS &	1700 WABASH	097636	4,040.46
							4,151.95
						VENDOR 01-001070 TOTALS	4,151.95

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 224 POLICE BUILDINGS

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009000	COMMERCIAL ELECTRIC	I-23936001	110 5224-435	ELEVATOR SERV:	TROUBLESHOOT UPS	097756	75.00
					VENDOR 01-009000 TOTALS		75.00
01-017000	FIRE EQUIPMENT SERVICE	I-85424	110 5224-439	OTHER REPAIR :	INSPECTION OF EXTING	097673	76.00
					VENDOR 01-017000 TOTALS		76.00
01-030000	KULL LUMBER CO	I-200904159592	110 5224-316	TOOLS & EQUIP:	HOSE REPAIR, CAULK, NA	097693	87.63
					VENDOR 01-030000 TOTALS		87.63
01-031000	LORENZ SUPPLY CO.	I-209428	110 5224-312	CLEANING SUPP:	CLEANERS, LINERS, TISS	097697	205.48
					VENDOR 01-031000 TOTALS		205.48
01-035600	KONE INC	I-220108646	110 5224-435	ELEVATOR SERV:	ELEV MNTCE 4/09	097692	577.78
					VENDOR 01-035600 TOTALS		577.78
01-037201	PETTY CASH-MATTOON POL	I-200904169630	110 5224-432	REPAIR OF BUI:	REPLENISH PETTY CASH	097722	3.57
01-037201	PETTY CASH-MATTOON POL	I-200904169630	110 5224-312	CLEANING SUPP:	REPLENISH PETTY CASH	097722	19.51
					VENDOR 01-037201 TOTALS		23.08
				DEPARTMENT 224	POLICE BUILDINGS	TOTAL:	5,196.92
01-000410	ANDY ADAIR	I-200904159573	110 5241-533	CELLULAR PHON:	APRIL 09 CELL PHONE	097633	50.00
					VENDOR 01-000410 TOTALS		50.00
01-000704	MIKE CHISM	I-200904159553	110 5241-533	CELLULAR PHON:	APRIL 09 CELL PHONE	097651	50.00
					VENDOR 01-000704 TOTALS		50.00
01-001070	AMERENCIPS	I-200904159597	110 5241-321	NATURAL GAS &:	2700 MARSHALL STA 3	097636	14.46
					VENDOR 01-001070 TOTALS		14.46

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009075	CUSD #2 TRANSPORTATION	I-405	110 5241-326	FUEL	: FUEL 3-1/31 FIRE DEP	097661	1,175.30
					VENDOR 01-009075 TOTALS		1,175.30
01-014713	EMERGENCY MEDICAL PROD	I-INV1156857	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	097667	379.37
					VENDOR 01-014713 TOTALS		379.37
01-015365	EQUIPMENT MANAGEMENT C	I-29199	110 5241-433	REPAIR OF MAC:	COUPLING	097668	36.11
					VENDOR 01-015365 TOTALS		36.11
01-018042	GALLS INCORPORATED	I-5974635000020	110 5241-315	UNIFORMS & CL:	JACKET,GLOVES	097678	261.30
					VENDOR 01-018042 TOTALS		261.30
01-023800	CONSOLIDATED COMMUNICA	I-200904069538	110 5241-532	TELEPHONE	: 235-0933	097624	37.45
01-023800	CONSOLIDATED COMMUNICA	I-200904069539	110 5241-532	TELEPHONE	: 235-0932	097624	38.46
01-023800	CONSOLIDATED COMMUNICA	I-200904079545	110 5241-532	TELEPHONE	: 101-0987	097657	88.07
01-023800	CONSOLIDATED COMMUNICA	I-200904159603	110 5241-532	TELEPHONE	: 234-2448	097657	38.75
					VENDOR 01-023800 TOTALS		202.73
01-025600	ILMO PRODUCTS COMPANY	I-200904159599	110 5241-313	MEDICAL & SAF:	OXYGEN,CYLINDER RENT	097686	102.18
					VENDOR 01-025600 TOTALS		102.18
01-030000	KULL LUMBER CO	I-200904159627	110 5241-319	MISCELLANEOUS:	KNIFE BLADES,CAULK G	097693	147.54
01-030000	KULL LUMBER CO	I-200904159627	110 5241-460	OTHER PROP MA:	KNIFE BLADES,CAULK G	097693	8.98
					VENDOR 01-030000 TOTALS		156.52
01-030021	L & S SAFETY	I-2009-0473	110 5241-316	TOOLS & EQUIP:	SAFETY GLASSES	097694	47.21
					VENDOR 01-030021 TOTALS		47.21
01-031000	LORENZ SUPPLY CO.	I-210746	110 5241-312	CLEANING SUPP:	CLEANERS,TOWELS	097697	202.86
					VENDOR 01-031000 TOTALS		202.86

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033800	MATTOON WATER DEPT	I-200903319436	110 5241-410	UTILITY SERVI:	1801 PRAIRIE	000000	16.95
01-033800	MATTOON WATER DEPT	I-200904019466	110 5241-410	UTILITY SERVI:	2700 MARSHALL	000000	59.56
01-033800	MATTOON WATER DEPT	I-200904019478	110 5241-410	UTILITY SERVI:	HWY 16 STA 2	000000	110.54
						VENDOR 01-033800 TOTALS	187.05
01-037050	NIEMEYER REPAIR SERVIC	I-21724	110 5241-433	REPAIR OF MAC:	OIL & FILTER	097712	21.34
01-037050	NIEMEYER REPAIR SERVIC	I-21725	110 5241-433	REPAIR OF MAC:	SPARK PLUG	097712	2.50
01-037050	NIEMEYER REPAIR SERVIC	I-21742	110 5241-433	REPAIR OF MAC:	OIL	097712	6.72
						VENDOR 01-037050 TOTALS	30.56
01-044200	KC SUMMERS BUICK	I-BUCS391387	110 5241-434	REPAIR OF VEH:	REPAIR 08 CHEVROLET	097690	306.25
						VENDOR 01-044200 TOTALS	306.25
						DEPARTMENT 241 FIRE PROTECTION ADMIN. TOTAL:	3,201.90
01-001381	MATT FREDERICK	I-200904159554	110 5261-533	CELLULAR PHON:	APRIL 09 CELL PHONE	097675	43.29
						VENDOR 01-001381 TOTALS	43.29
01-023800	CONSOLIDATED COMMUNICA	I-200904159578	110 5261-532	TELEPHONE	: 234-7367	097657	236.52
						VENDOR 01-023800 TOTALS	236.52
01-041120	RAYMOND SENTENEY	I-200904159567	110 5261-564	PRIVATE VEHIC:	MILEAGE 3/6-27	097730	89.10
						VENDOR 01-041120 TOTALS	89.10
						DEPARTMENT 261 CODE ENFORCEMENT ADMIN TOTAL:	368.91
01-001125	DEBBIE CREAN	I-200904069543	110 5310-562	TRAVEL & TRAI:	FARMERS MARKET INFO	097625	15.00
						VENDOR 01-001125 TOTALS	15.00
01-001293	BRAD STROHL	I-200904159581	110 5310-564	PRIVATE VEHIC:	MILEAGE 3/2-31	097736	17.05
						VENDOR 01-001293 TOTALS	17.05

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 310 PUBLIC WORKS ADMIN

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043522	STAPLES CREDIT PLAN	I-33426	110 5310-311	OFFICE SUPPLI:	OFFICE SUPPLIES	097734	102.71
						VENDOR 01-043522 TOTALS	102.71
			DEPARTMENT 310	PUBLIC WORKS ADMIN	TOTAL:		134.76
01-000555	ALLIED TIME USA	I-285659	110 5320-311	OFFICE SUPPLI:	RIBBONS	097635	37.33
						VENDOR 01-000555 TOTALS	37.33
01-001070	AMERENCIPS	I-200904079544	110 5320-321	NATURAL GAS &:	212 N 12TH	097623	485.31
						VENDOR 01-001070 TOTALS	485.31
01-001620	VERIZON WIRELESS	I-1987260880	110 5320-316	TOOLS AND EQU:	MOBILES	097630	21.86
						VENDOR 01-001620 TOTALS	21.86
01-002056	NICK & STACEY'S HOUSE	I-1724	110 5320-359	OTHER STREET :	OIL	097709	7.89
						VENDOR 01-002056 TOTALS	7.89
01-002229	BANNER TRUCK & TRAILER	I-220139	110 5320-433	REPAIR OF MAC:	#515	097640	121.32
						VENDOR 01-002229 TOTALS	121.32
01-002958	BATTERY SPECIALISTS, I	I-75335	110 5320-318	VEHICLE PARTS:	BATTERY	097641	165.00
						VENDOR 01-002958 TOTALS	165.00
01-003095	CARQUEST OF MATTOON	I-200904079548	110 5320-562	TRAVEL & TRAI:	TRAINING,REPAIRS	097647	48.00
01-003095	CARQUEST OF MATTOON	I-200904079548	110 5320-318	VEHICLE PARTS:	TRAINING,REPAIRS	097647	137.39
						VENDOR 01-003095 TOTALS	185.39
01-003756	BROWN TRAFFIC PRODUCTS	I-013837	110 5320-359	OTHER STREET :	BROWN TRAFFIC PRODUC	097645	238.36
01-003756	BROWN TRAFFIC PRODUCTS	I-014150	110 5320-359	OTHER STREET :	BROWN TRAFFIC PRODUC	097645	326.33
						VENDOR 01-003756 TOTALS	564.69

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009075	CUSD #2 TRANSPORTATION	I-402	110 5320-326	FUEL	: FUEL 3/1-31 PARK	097661	134.26
01-009075	CUSD #2 TRANSPORTATION	I-406	110 5320-326	FUEL	: FUEL 3-1/31 PUBLIC W	097661	2,226.43
VENDOR 01-009075 TOTALS							2,360.69
01-009870	COX MOTORS	I-82216	110 5320-434	REPAIR OF VEH: SAFETY TEST		097659	18.35
01-009870	COX MOTORS	I-82218	110 5320-434	REPAIR OF VEH: SAFETY TEST		097659	18.35
01-009870	COX MOTORS	I-82242	110 5320-434	REPAIR OF VEH: SAFETY TEST		097659	18.35
VENDOR 01-009870 TOTALS							55.05
01-014405	EFFINGHAM TRUCK SALES	I-AI59777	110 5320-318	VEHICLE PARTS: MUFFLER,SUPPORT,CLAM		097666	238.94
01-014405	EFFINGHAM TRUCK SALES	I-AI59813	110 5320-318	VEHICLE PARTS: CLAMP		097666	7.09
01-014405	EFFINGHAM TRUCK SALES	I-AI60634	110 5320-318	VEHICLE PARTS: ADJUSTER		097666	177.32
01-014405	EFFINGHAM TRUCK SALES	I-AI61044	110 5320-318	VEHICLE PARTS: CAP		097666	10.97
VENDOR 01-014405 TOTALS							434.32
01-017000	FIRE EQUIPMENT SERVICE	I-86804	110 5320-519	OTHER PROFESS: EXTINGUISHER MNTCE		097673	109.00
VENDOR 01-017000 TOTALS							109.00
01-018100	GANO WELDING SUPPLIES	C-155557	110 5320-319	MISCELLANEOUS: RETURNS		097679	1.10
01-018100	GANO WELDING SUPPLIES	I-155045	110 5320-319	MISCELLANEOUS: WELDING SUPPLIES		097679	62.00
01-018100	GANO WELDING SUPPLIES	I-834570	110 5320-440	RENTALS : WELDING SUPPLIES		097679	45.00
VENDOR 01-018100 TOTALS							105.90
01-023800	CONSOLIDATED COMMUNICA	I-200904159604	110 5320-532	TELEPHONE : 101-0873		097657	88.07
VENDOR 01-023800 TOTALS							88.07
01-025600	ILMO PRODUCTS COMPANY	I-200904159605	110 5320-359	OTHER STREET : WELDING SUPPLIES		097686	70.56
01-025600	ILMO PRODUCTS COMPANY	I-200904159605	110 5320-319	MISCELLANEOUS: WELDING SUPPLIES		097686	21.50
VENDOR 01-025600 TOTALS							92.06
01-030000	KULL LUMBER CO	I-200904079549	110 5320-319	MISCELLANEOUS: HASP,LUMBER,HOSE REP		097693	57.73
VENDOR 01-030000 TOTALS							57.73

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-035050	METZGER WELDING SERVIC	I-200904159606	110 5320-434	REPAIR OF VEH:	REPAIR SHAFT	097702	87.75
						VENDOR 01-035050 TOTALS	87.75
01-035154	MID-ILLINOIS CONCRETE	I-86440*	110 5320-363	BACKFILL AND :	9TH & DAKOTA	097704	144.00
01-035154	MID-ILLINOIS CONCRETE	I-86704*	110 5320-363	BACKFILL AND :	27TH & MARION	097704	432.00
01-035154	MID-ILLINOIS CONCRETE	I-86953*	110 5320-363	BACKFILL AND :	27TH & MARION	097704	528.00
						VENDOR 01-035154 TOTALS	1,104.00
01-036315	MY STORE INC	I-5386	110 5320-312	CLEANING SUPP:	TISSUE,TOWELS	097708	33.00
						VENDOR 01-036315 TOTALS	33.00
01-038300	PERRY'S LOCKSMITH	I-51803	110 5320-319	MISCELLANEOUS:	KEYS	097721	12.00
						VENDOR 01-038300 TOTALS	12.00
01-046000	NIEMANN FOODS INC	I-1069082	110 5320-311	OFFICE SUPPLI:	COFFEE	097710	35.94
						VENDOR 01-046000 TOTALS	35.94
						DEPARTMENT 320 STREETS TOTAL:	6,164.30
01-001070	AMERENCIPS	I-200904069531	110 5326-321	NATURAL GAS &:	16TH ST	097622	16.81
01-001070	AMERENCIPS	I-200904159580	110 5326-321	NATURAL GAS &:	STREET LIGHTING	097636	13,341.62
01-001070	AMERENCIPS	I-200904159582	110 5326-321	NATURAL GAS &:	1721 B'DWAY	097636	28.91
01-001070	AMERENCIPS	I-200904159583	110 5326-321	NATURAL GAS &:	17TH & B'DWAY	097636	16.81
						VENDOR 01-001070 TOTALS	13,404.15
						DEPARTMENT 326 STREET LIGHTING TOTAL:	13,404.15
01-002958	BATTERY SPECIALISTS, I	I-75290	110 5331-318	VEHICLE PARTS:	BATTERY	097641	139.90
						VENDOR 01-002958 TOTALS	139.90
						DEPARTMENT 331 STREET CLEANING TOTAL:	139.90

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 335 YARD WASTE COLLECTION

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-034250	MCFARLAND STEEL SUPPLY	I-200904159620	110 5335-318	VEHICLE PARTS: STEEL		097700	12.44
01-034250	MCFARLAND STEEL SUPPLY	I-200904159622	110 5335-318	VEHICLE PARTS: MCFARLAND STEEL SUPP		097700	27.46
						VENDOR 01-034250 TOTALS	39.90
01-045523	VERMEER SALES & SERVIC	I-S02738	110 5335-318	VEHICLE PARTS: TUB GRINDER REPAIRS		097743	1,289.24
						VENDOR 01-045523 TOTALS	1,289.24
						DEPARTMENT 335 YARD WASTE COLLECTION TOTAL:	1,329.14
01-039210	VEOLIA ES SOLID WASTE	I-F50000147636	110 5338-421	DISPOSAL SERV: CITY TRASH		097741	1,955.20
						VENDOR 01-039210 TOTALS	1,955.20
						DEPARTMENT 338 REFUSE COLLECT & DISPOSAL TOTAL:	1,955.20
01-046600	WARNER'S OFFICE EQUIPM	I-53369	110 5370-319	MISCELLANEOUS: BINDER CLIPS		097744	6.99
						VENDOR 01-046600 TOTALS	6.99
						DEPARTMENT 370 CONSTRUCTION INSPECTION TOTAL:	6.99
01-023800	CONSOLIDATED COMMUNICA	I-200904159579	110 5381-435	ELEVATOR SERV: 234-7376		097657	37.15
						VENDOR 01-023800 TOTALS	37.15
01-033800	MATTOON WATER DEPT	I-200903319437	110 5381-410	UTILITY SERVI: 208 N 19TH		000000	185.48
						VENDOR 01-033800 TOTALS	185.48
01-035600	KONE INC	I-220110372	110 5381-435	ELEVATOR SERV: ELEV MNTC 4/09		097692	227.45
						VENDOR 01-035600 TOTALS	227.45
						DEPARTMENT 381 CUSTODIAL SERVICES TOTAL:	450.08

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 383 BURGESS OSBORNE

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003200	FRED BIGGS ELECTRIC SU	I-026623	110 5383-432	REPAIR OF BUI: BULBS		097674	13.50
					VENDOR 01-003200 TOTALS		13.50
01-017000	FIRE EQUIPMENT SERVICE	I-87056	110 5383-319	MISCELLANEOUS: EXTINGUISHER MNTCE		097673	62.25
					VENDOR 01-017000 TOTALS		62.25
01-031000	LORENZ SUPPLY CO.	I-211218	110 5383-319	MISCELLANEOUS: TOWELS,LINERS		097697	79.46
					VENDOR 01-031000 TOTALS		79.46
				DEPARTMENT 383 BURGESS OSBORNE	TOTAL:		155.21
01-012025	DETECTION SECURITY CO	I-98288	110 5384-576	SECURITY SERV: MONITORING		097664	384.00
					VENDOR 01-012025 TOTALS		384.00
01-020803	HARRELSON PLUMBING & H	I-11890	110 5384-319	MISCELLANEOUS: POTTY RENTAL		097681	122.50
01-020803	HARRELSON PLUMBING & H	I-11914	110 5384-432	REPAIR OF BUI: RECHARGE TANK ON PUM		097681	65.00
					VENDOR 01-020803 TOTALS		187.50
				DEPARTMENT 384 RAILROAD DEPOT	TOTAL:		571.50
01-001937	TOM HAWK	I-200904159568	110 5505-579	MISC OTHER PU: REIMB PLAY MATERIAL		097683	75.00
01-001937	TOM HAWK	I-200904159569	110 5505-579	MISC OTHER PU: REIMB HELLO DALI IMP		097683	300.00
					VENDOR 01-001937 TOTALS		375.00
01-037030	NIEMERG'S STEAK HOUSE	I-40193	110 5505-579	MISC OTHER PU: DINNER THEATER CATER		097711	137.24
01-037030	NIEMERG'S STEAK HOUSE	I-40196	110 5505-579	MISC OTHER PU: DINNER THEATER CATER		097711	237.08
01-037030	NIEMERG'S STEAK HOUSE	I-40199	110 5505-579	MISC OTHER PU: DINNER THEATER CATER		097711	157.21
					VENDOR 01-037030 TOTALS		531.53
				DEPARTMENT 505 ARTS COUNCIL	TOTAL:		906.53

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 511 PARK ADMINISTRATION

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016140	FASTENAL COMPANY	I-ILMAT76866	110 5511-316	TOOLS & EQUIP:	CONCRETE SAW BLADE	097672	63.99
					VENDOR 01-016140 TOTALS		63.99
01-023800	CONSOLIDATED COMMUNICA	I-200904069530	110 5511-532	TELEPHONE	: 234-3611	097624	68.77
					VENDOR 01-023800 TOTALS		68.77
01-029825	KIRCHNER BUILDING CENT	I-40060403	110 5511-316	TOOLS & EQUIP:	NAIL GUN FUEL CELL	097691	16.99
					VENDOR 01-029825 TOTALS		16.99
01-030000	KULL LUMBER CO	I-200904159608	110 5511-316	TOOLS & EQUIP:	BATTERIES, CONCRETE T	097693	23.87
					VENDOR 01-030000 TOTALS		23.87
01-030021	L & S SAFETY	I-2009-0505	110 5511-313	MEDICAL & SAF:	SAFETY GLOVES	097694	84.00
					VENDOR 01-030021 TOTALS		84.00
01-035050	METZGER WELDING SERVIC	I-200904159559	110 5511-433	REPAIR OF MAC:	REPAIR KUBOTA	097702	282.30
					VENDOR 01-035050 TOTALS		282.30
DEPARTMENT 511 PARK ADMINISTRATION						TOTAL:	539.92
01-024060	IL DEPT OF NATURAL RES	I-200904019486	110 5512-802	HUNTING/FISHI:	HUNT/FISH 3/24-30 LA	000000	121.75
01-024060	IL DEPT OF NATURAL RES	I-200904159624	110 5512-802	HUNTING/FISHI:	HUNT/FISH 3-31/4-6 L	000000	834.50
					VENDOR 01-024060 TOTALS		956.25
DEPARTMENT 512 LAKE ADMINISTRATION						TOTAL:	956.25
01-031000	LORENZ SUPPLY CO.	I-208671	110 5521-312	CLEANING SUPP:	FLOOR SUPPLIES	097697	67.13
					VENDOR 01-031000 TOTALS		67.13
DEPARTMENT 521 DEMARS CENTER						TOTAL:	67.13

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 541 PETERSON PARK

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200904069532	110 5541-321	NATURAL GAS &:	500 B'DWAY	097622	20.55
01-001070	AMERENCIPS	I-200904069533	110 5541-321	NATURAL GAS &:	500 B'DWAY	097622	168.15
01-001070	AMERENCIPS	I-200904069534	110 5541-321	NATURAL GAS &:	500 B'DWAY	097622	71.40
01-001070	AMERENCIPS	I-200904069535	110 5541-321	NATURAL GAS &:	500 B'DWAY	097622	322.32
01-001070	AMERENCIPS	I-200904069536	110 5541-321	NATURAL GAS &:	500 B'DWAY	097622	159.32
						VENDOR 01-001070 TOTALS	741.74
01-002056	NICK & STACEY'S HOUSE	I-200904169629	110 5541-450	CONSTRUCTION :	PAINTING SUPPLIES	097709	527.16
						VENDOR 01-002056 TOTALS	527.16
01-030000	KULL LUMBER CO	I-200904159608	110 5541-319	MISCELLANEOUS:	BATTERIES, CONCRETE T	097693	13.47
						VENDOR 01-030000 TOTALS	13.47
01-031000	LORENZ SUPPLY CO.	C-209136	110 5541-319	MISCELLANEOUS:	RETURNS	097697	84.75-
01-031000	LORENZ SUPPLY CO.	I-208427	110 5541-319	MISCELLANEOUS:	LINERS	097697	119.92
01-031000	LORENZ SUPPLY CO.	I-210206	110 5541-319	MISCELLANEOUS:	LINERS	097697	77.88
						VENDOR 01-031000 TOTALS	113.05
01-034250	McFARLAND STEEL SUPPLY	I-200904159617	110 5541-319	MISCELLANEOUS:	REBAR	097700	39.50
01-034250	McFARLAND STEEL SUPPLY	I-200904159618	110 5541-319	MISCELLANEOUS:	REBAR	097700	39.50
						VENDOR 01-034250 TOTALS	79.00
01-040253	RENTAL CENTER USA	I-317156	110 5541-319	MISCELLANEOUS:	EASY ROOT RENTAL	097725	40.00
						VENDOR 01-040253 TOTALS	40.00
						DEPARTMENT 541 PETERSON PARK TOTAL:	1,514.42
01-001070	AMERENCIPS	I-200904069537	110 5542-321	NATURAL GAS &:	632 S 14TH	097622	30.30
						VENDOR 01-001070 TOTALS	30.30
01-016000	FARM PLAN	I-3388006	110 5542-319	MISCELLANEOUS:	BROOMS, HOES	097626	53.94

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 542 LAWSON PARK

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016000	FARM PLAN	I-3390409	110 5542-424	LAWN CARE	: WEED KILLER	097626	47.97
						VENDOR 01-016000 TOTALS	101.91
						DEPARTMENT 542 LAWSON PARK TOTAL:	132.21
01-016000	FARM PLAN	I-3384904	110 5552-319	MISCELLANEOUS:	CABLE TIES	097626	125.91
01-016000	FARM PLAN	I-3388284	110 5552-319	MISCELLANEOUS:	ALUMINUM TIES	097626	139.00
						VENDOR 01-016000 TOTALS	264.91
01-016140	FASTENAL COMPANY	I-ILMAT76842	110 5552-319	MISCELLANEOUS:	FIELD MARKING PAINT	097672	13.17
						VENDOR 01-016140 TOTALS	13.17
01-038300	PERRY'S LOCKSMITH	I-8-51691	110 5552-319	MISCELLANEOUS:	KEYS	097721	26.00
						VENDOR 01-038300 TOTALS	26.00
01-040253	RENTAL CENTER USA	I-317093	110 5552-440	RENTALS	: LIFTS RENTAL	097725	150.00
						VENDOR 01-040253 TOTALS	150.00
						DEPARTMENT 552 GIRLS COMPLEX TOTAL:	454.08
01-001070	AMERENCIPS	I-200904159610	110 5555-321	NATURAL GAS &:	1 S 22ND	097637	17.12
01-001070	AMERENCIPS	I-200904159611	110 5555-321	NATURAL GAS &:	S 22ND FIELDS HS	097637	52.35
						VENDOR 01-001070 TOTALS	69.47
						DEPARTMENT 555 KINZEL FIELD TOTAL:	69.47
01-030065	LAKE MATTOON PUBLIC WA	I-200904069529	110 5561-410	UTILITY SERVI:	CAMPGROUND EAST	097627	12.00
						VENDOR 01-030065 TOTALS	12.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 561 EAST CAMPGROUND

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-031402	M & M PUMP SUPPLY INC	I-539236	110 5561-432	REPAIR OF BUI:	COUPLING,WD-40	097698	45.49
01-031402	M & M PUMP SUPPLY INC	I-541054	110 5561-432	REPAIR OF BUI:	PLASTIC PIPE,THREAD	097698	46.05
01-031402	M & M PUMP SUPPLY INC	I-541169	110 5561-432	REPAIR OF BUI:	TUBING CUTTER,SCREWD	097698	72.05
						VENDOR 01-031402 TOTALS	163.59
01-041755	SHELBY ELECTRIC COOPER	I-200904159614	110 5561-322	ELECTRICITY :	HUFFMANS	097731	286.71
						VENDOR 01-041755 TOTALS	286.71
						DEPARTMENT 561 EAST CAMPGROUND TOTAL:	462.30
01-016140	FASTENAL COMPANY	I-ILMAT77047	110 5562-319	MISCELLANEOUS:	FASTENAL COMPANY	097672	33.86
						VENDOR 01-016140 TOTALS	33.86
01-030065	LAKE MATTOON PUBLIC WA	I-200904069526	110 5562-410	UTILITY SERVI:	CAMPGROUND WEST	097627	12.00
						VENDOR 01-030065 TOTALS	12.00
01-041755	SHELBY ELECTRIC COOPER	I-200904159615	110 5562-322	ELECTRICITY :	CAMPGROUND	097731	162.94
						VENDOR 01-041755 TOTALS	162.94
01-043371	SPRINGFIELD ELECTRIC	I-S2614281.001	110 5562-432	REPAIR OF BUI:	FLUORESCENT FIXTURES	097733	289.05
						VENDOR 01-043371 TOTALS	289.05
						DEPARTMENT 562 WEST CAMPGROUND TOTAL:	497.85
01-000481	PANA BAIT CO	I-2549801	110 5563-317	CONCESSION & :	CONCESSIONS	097717	346.85
01-000481	PANA BAIT CO	I-2549802	110 5563-317	CONCESSION & :	CONCESSIONS	097717	615.35
01-000481	PANA BAIT CO	I-2550088	110 5563-317	CONCESSION & :	CONCESSIONS	097717	385.40
						VENDOR 01-000481 TOTALS	1,347.60
01-001648	CENTRAL CIGAR-CANDY CO	I-388391	110 5563-317	CONCESSION & :	CONCESSIONS	097649	238.43
						VENDOR 01-001648 TOTALS	238.43

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 563 MARINA AREA

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006256	COCA-COLA ENTERPRISES	I-6178013417	110 5563-317	CONCESSION &	CONCESSIONS	097653	461.40
					VENDOR 01-006256 TOTALS		461.40
01-012025	DETECTION SECURITY CO	I-98268	110 5563-576	SECURITY SERV:	MARINA SECURITY	097664	45.00
					VENDOR 01-012025 TOTALS		45.00
01-016000	FARM PLAN	I-3378375	110 5563-319	MISCELLANEOUS:	STOCK TANK	097626	149.98
01-016000	FARM PLAN	I-3384145	110 5563-319	MISCELLANEOUS:	PLIERS,HEX PLUG,STOC	097626	182.94
					VENDOR 01-016000 TOTALS		332.92
01-017780	FRITO-LAY INC	I-40533487	110 5563-317	CONCESSION &	CONCESSIONS	097676	64.80
					VENDOR 01-017780 TOTALS		64.80
01-020534	VERIZON NORTH	I-200904159609	110 5563-532	TELEPHONE	: 895-2922	097742	68.56
					VENDOR 01-020534 TOTALS		68.56
01-030065	LAKE MATTOON PUBLIC WA	I-200904069528	110 5563-410	UTILITY SERVI:	MARINA	097627	12.00
					VENDOR 01-030065 TOTALS		12.00
01-038082	PELICAN SIGNS	I-3991	110 5563-319	MISCELLANEOUS:	REFLECTIVE TEXT & GR	097720	375.00
					VENDOR 01-038082 TOTALS		375.00
01-041755	SHELBY ELECTRIC COOPER	I-200904159612	110 5563-322	ELECTRICITY	: RESTROOMS	097731	82.83
01-041755	SHELBY ELECTRIC COOPER	I-200904159613	110 5563-322	ELECTRICITY	: CAUSEWAY	097731	48.70
01-041755	SHELBY ELECTRIC COOPER	I-200904159616	110 5563-322	ELECTRICITY	: MARINA	097731	220.82
					VENDOR 01-041755 TOTALS		352.35
DEPARTMENT 563 MARINA AREA						TOTAL:	3,298.06

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 564 BEACH AREA

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030065	LAKE MATTOON PUBLIC WA	I-200904069527	110 5564-410	UTILITY SERVI: BEACH		097627	12.00
						VENDOR 01-030065 TOTALS	12.00
						DEPARTMENT 564 BEACH AREA TOTAL:	12.00
01-000275	MILANO & GRUNLOH ENGIN	I-15906	110 5651-519	OTHER PROFESS: LERNA RD/RT 16 IDS		097706	4,510.12
						VENDOR 01-000275 TOTALS	4,510.12
01-008801	COLES TOGETHER	I-200904159552	110 5651-571	DUES & MEMBER: MAY 09 PLEDGE		097655	5,000.00
						VENDOR 01-008801 TOTALS	5,000.00
						DEPARTMENT 651 ECONOMIC DEVELOPMENT TOTAL:	9,510.12
01-032205	MATT ECON DEV RECAPTUR	I-200904159556	110 5752-817	DEBT SERVICES: MAY 09 PYMT #140		097699	1,288.89
						VENDOR 01-032205 TOTALS	1,288.89
						DEPARTMENT 752 KAL KAN WTR/SWR EXT TOTAL:	1,288.89
						VENDOR SET 110 GENERAL FUND TOTAL:	68,309.90

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001235	ANGELIA D BURGETT	I-200904159555	122 5653-533	CELLULAR PHON:	APRIL 09 CELL PHONE	097646	43.29
VENDOR 01-001235 TOTALS							43.29
01-001735	ICCVB	I-1101	122 5653-562	TRAVEL & TRAI:	MEETIN 3/4/09	097684	5.00
VENDOR 01-001735 TOTALS							5.00
01-023800	CONSOLIDATED COMMUNICA	I-200904159598	122 5653-532	TELEPHONE	: 258-6286	097657	253.98
VENDOR 01-023800 TOTALS							253.98
DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL:							302.27
VENDOR SET 122 HOTEL TAX FUND TOTAL:							302.27

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 123 FESTIVAL MGMT FUND

DEPARTMENT: 584 BAGELFEST

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001647	CRAIG MARTIN SIMON DES	I-0355-MATT-0309/1	123 5584-540	ADVERTISING	: BAGELFEST LOGO	097660	387.50
						VENDOR 01-001647 TOTALS	387.50
01-024680	IL LIQUOR CONTROL COMM	I-200904169628	123 5584-832	BEER TENT	: LIQUOR LICENSE	097685	25.00
						VENDOR 01-024680 TOTALS	25.00
						DEPARTMENT 584 BAGELFEST TOTAL:	412.50
						VENDOR SET 123 FESTIVAL MGMT FUND TOTAL:	412.50

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 125 INSURANCE & TORT JDMNT

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000776	STATE FARM	I-200904159577	125 5150-519	OTHER PROFESS: BOND MCKENZIE		097735	43.00
					VENDOR 01-000776 TOTALS		43.00
01-040463	SARAH BUSH LINCOLN HEA	I-200904159600	125 5150-519	OTHER PROFESS: DRUG SCREENS		097726	495.00
					VENDOR 01-040463 TOTALS		495.00
DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:							538.00
VENDOR SET 125 INSURANCE & TORT JDMNT TOTAL:							538.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 328 STORM DRAINAGE

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-045850	AJ WALKER CONST CO	I-119287	130 5328-730	IMPROVEMENTS : OLD ST RAILROAD CULV		097634	14,000.00
						VENDOR 01-045850 TOTALS	14,000.00
						DEPARTMENT 328 STORM DRAINAGE TOTAL:	14,000.00
01-000117	FULLER-WENTE INC	I-3882	130 5385-720	CULTURE AND R: 2" IRRIGATION WATERL		097677	1,349.80
						VENDOR 01-000117 TOTALS	1,349.80
01-037936	ONE STOP COPY SHOP	I-15132	130 5385-720	CULTURE AND R: PLAN COPIES		097715	1,565.38
01-037936	ONE STOP COPY SHOP	I-15133	130 5385-720	CULTURE AND R: PLAN COPIES		097715	56.00
01-037936	ONE STOP COPY SHOP	I-15136	130 5385-720	CULTURE AND R: PLAN COPIES		097715	68.00
						VENDOR 01-037936 TOTALS	1,689.38
						DEPARTMENT 385 CULTURE & RECREATION TOTAL:	3,039.18
01-002234	IMAGEMASTER, INC.	I-22900	130 5719-817	GENERAL OBLIG: IMAGEMASTER, INC.		097687	2,479.88
						VENDOR 01-002234 TOTALS	2,479.88
						DEPARTMENT 719 GO BONDS TOTAL:	2,479.88
						VENDOR SET 130 CAPITAL PROJECT FUND TOTAL:	19,519.06

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001414	GENERAL CHEMICAL PERFO	I-90223081	211 5353-314	CHEMICALS	: CHEMICALS	097680	3,055.24
					VENDOR 01-001414 TOTALS		3,055.24
01-001824	BEELMAN LOGISTICS LLC	I-123018	211 5353-314	CHEMICALS	: LIME	097643	819.35
					VENDOR 01-001824 TOTALS		819.35
01-002162	AMERICAN WATER CAPITAL	I-10124680	211 5353-519	OTHER PROFESS:	WATER ANALYSIS	097639	375.00
					VENDOR 01-002162 TOTALS		375.00
01-012925	MICKEY'S LINEN	I-200904159626	211 5353-460	OTHER PROPRT:	CLEANING	097703	112.08
					VENDOR 01-012925 TOTALS		112.08
01-016000	FARM PLAN	I-3388773	211 5353-311	OFFICE SUPPLI:	ICE BAGS	097747	2.70
01-016000	FARM PLAN	I-3390492	211 5353-378	PLANT MTCE &	: SPRAY PAINT	097747	8.98
01-016000	FARM PLAN	I-3396720	211 5353-379	OTHER WATER M:	JARS,EYE BOLT SNAPS,	097747	46.54
					VENDOR 01-016000 TOTALS		58.22
01-021348	CENTRAL IL NEWSPAPER	I-20227912	211 5353-314	CHEMICALS	: CHEMICAL BIDS	097650	40.34
					VENDOR 01-021348 TOTALS		40.34
01-034250	MCFARLAND STEEL SUPPLY	I-200904159621	211 5353-319	MISCELLANEOUS:	MCFARLAND STEEL SUPP	097700	30.00
					VENDOR 01-034250 TOTALS		30.00
01-035365	MISSISSIPPI LIME COMPA	I-837174	211 5353-314	CHEMICALS	: LIME	097707	3,323.75
					VENDOR 01-035365 TOTALS		3,323.75
01-035600	KONE INC	I-220108555	211 5353-435	ELEVATOR SERV:	ELEV MNTCE 4/09	097692	210.09
					VENDOR 01-035600 TOTALS		210.09

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-037976	PDC LABORATORIES	I-639275S	211 5353-519	OTHER PROFESS:	PDC LABORATORIES	097719	500.00
						VENDOR 01-037976 TOTALS	500.00
01-044200	KC SUMMERS BUICK	I-BUCS394088	211 5353-434	REPAIR OF VEH:	OIL CHANGE	097690	19.86
						VENDOR 01-044200 TOTALS	19.86
01-045155	UNITED PARCEL SERVICE	I-8Y610139	211 5353-531	POSTAGE	: SHIPPING	097629	18.92
01-045155	UNITED PARCEL SERVICE	I-8Y610159	211 5353-531	POSTAGE	: SHIPPING	097738	16.27
						VENDOR 01-045155 TOTALS	35.19
DEPARTMENT 353 WATER TREATMENT PLANT TOTAL:							8,579.12
01-000555	ALLIED TIME USA	I-285659	211 5354-319	MISCELLANEOUS:	RIBBONS	097635	37.33
						VENDOR 01-000555 TOTALS	37.33
01-003095	CARQUEST OF MATTOON	I-200904079548	211 5354-318	VEHICLE PARTS:	TRAINING,REPAIRS	097647	219.52
						VENDOR 01-003095 TOTALS	219.52
01-003200	FRED BIGGS ELECTRIC SU	I-025558	211 5354-379	OTHER WATER M:	BUILDING WIRE	097674	30.77
						VENDOR 01-003200 TOTALS	30.77
01-009870	COX MOTORS	I-82245	211 5354-434	REPAIR OF VEH:	SAFETY TEST	097659	18.35
						VENDOR 01-009870 TOTALS	18.35
01-014405	EFFINGHAM TRUCK SALES	I-AI59439	211 5354-318	VEHICLE PARTS:	VALVE,KIT	097666	209.22
						VENDOR 01-014405 TOTALS	209.22
01-018100	GANO WELDING SUPPLIES	C-155557	211 5354-319	MISCELLANEOUS:	RETURNS	097679	1.10-
01-018100	GANO WELDING SUPPLIES	I-155045	211 5354-319	MISCELLANEOUS:	WELDING SUPPLIES	097679	62.00

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018100	GANO WELDING SUPPLIES	I-155556	211 5354-379	OTHER WATER M:	WELDING SUPPLIES	097679	64.51
					VENDOR 01-018100 TOTALS		125.41
01-025600	ILMO PRODUCTS COMPANY	I-200904159605	211 5354-379	OTHER WATER M:	WELDING SUPPLIES	097686	70.56
					VENDOR 01-025600 TOTALS		70.56
01-045400	UPCHURCH GROUP INC	I-10423	211 5354-730	IMPROVEMENTS :	RT 45 WATERMAIN ENG	097740	5,010.00
					VENDOR 01-045400 TOTALS		5,010.00
DEPARTMENT 354 WATER DISTRIBUTION						TOTAL:	5,721.16
01-001657	TYLER TECHNOLOGIES	I-75,820	211 5355-516	TECHNOLOGY SU:	ANNUAL SOFTWARE MNTE	097737	2,752.50
					VENDOR 01-001657 TOTALS		2,752.50
01-009075	CUSD #2 TRANSPORTATION	I-402	211 5355-326	FUEL	: FUEL 3/1-31 PARK	097661	134.26
01-009075	CUSD #2 TRANSPORTATION	I-406	211 5355-326	FUEL	: FUEL 3-1/31 PUBLIC W	097661	2,226.43
					VENDOR 01-009075 TOTALS		2,360.69
01-043522	STAPLES CREDIT PLAN	I-9084953001	211 5355-311	OFFICE SUPPLI:	OFFICE SUPPLIES	097748	61.38
					VENDOR 01-043522 TOTALS		61.38
DEPARTMENT 355 ACCOUNTING & COLLECTION						TOTAL:	5,174.57
01-000832	SOEMANN & ASSOCIATES,	I-10961	211 5356-511	PLANNING & DE:	WEST TOWER VALVE ENG	097732	220.00
01-000832	SOEMANN & ASSOCIATES,	I-11004	211 5356-511	PLANNING & DE:	W TOWER VALVE ENG	097732	1,990.00
					VENDOR 01-000832 TOTALS		2,210.00
01-003095	CARQUEST OF MATTOON	I-200904079548	211 5356-562	TRAVEL & TRAI:	TRAINING, REPAIRS	097647	48.00
					VENDOR 01-003095 TOTALS		48.00

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008200	COLES CO REGIONAL PLAN	I-4141	211 5356-511	PLANNING & DE:	FEB 09 GIS BILLING	097654	225.00
							225.00
						VENDOR 01-008200 TOTALS	225.00
01-017000	FIRE EQUIPMENT SERVICE	I-85363	211 5356-519	OTHER PROFESS:	EXTINGUISHER MNTCE	097673	356.05
							356.05
						VENDOR 01-017000 TOTALS	356.05
01-020830	CHRIS HARTBANK	I-200904159570	211 5356-565	CELLULAR PHON:	APRIL 09 CELL PHONE	097682	50.00
							50.00
						VENDOR 01-020830 TOTALS	50.00
01-028977	JULIE INC	I-03-09-0960	211 5356-579	MISC. OTHER P:	MESSAGES	097689	199.60
							199.60
						VENDOR 01-028977 TOTALS	199.60
							3,088.65
						DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:	3,088.65
							22,563.50
						VENDOR SET 211 WATER FUND TOTAL:	22,563.50

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000555	ALLIED TIME USA	I-285659	212 5342-319	MISCELLANEOUS: RIBBONS		097635	37.34
					VENDOR 01-000555 TOTALS		37.34
01-002970	BEACHY'S ICE COMPANY	I-38615	212 5342-319	MISCELLANEOUS: ICE		097642	31.00
					VENDOR 01-002970 TOTALS		31.00
01-018100	GANO WELDING SUPPLIES	C-155557	212 5342-319	MISCELLANEOUS: RETURNS		097679	1.10-
01-018100	GANO WELDING SUPPLIES	I-155045	212 5342-319	MISCELLANEOUS: WELDING SUPPLIES		097679	62.00
					VENDOR 01-018100 TOTALS		60.90
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	129.24
01-000117	FULLER-WENTE INC	I-3928	212 5342-460	OTHER PROPERT: STORM SEWER 3328 CHA		097677	2,900.00
					VENDOR 01-000117 TOTALS		2,900.00
01-002233	NIESTRADT LANDSCAPING,	I-200904159576	212 5342-369	OTHER SEWER M: REPLACEMENT TREES		097713	699.80
					VENDOR 01-002233 TOTALS		699.80
01-006780	CLARK DIETZ INC	I-403724	212 5342-730	IMPROVEMENTS : N 35TH SEWER ENG		097652	125.56
					VENDOR 01-006780 TOTALS		125.56
01-014405	EFFINGHAM TRUCK SALES	I-AI59439	212 5342-318	VEHICLE PARTS: VALVE,KIT		097666	116.22
01-014405	EFFINGHAM TRUCK SALES	I-AI59777	212 5342-318	VEHICLE PARTS: MUFFLER,SUPPORT,CLAM		097666	112.23
					VENDOR 01-014405 TOTALS		228.45
01-025600	ILMO PRODUCTS COMPANY	I-200904159605	212 5342-369	OTHER SEWER M: WELDING SUPPLIES		097686	70.57
					VENDOR 01-025600 TOTALS		70.57
01-031000	LORENZ SUPPLY CO.	I-209716	212 5342-313	MEDICAL & SAF: LATEX GLOVES		097697	14.67
					VENDOR 01-031000 TOTALS		14.67

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-035154	MID-ILLINOIS CONCRETE	I-86531	212 5342-363	BACKFILL & SU: 27TH & CHARLESTON		097704	840.00
01-035154	MID-ILLINOIS CONCRETE	I-86952	212 5342-363	BACKFILL & SU: 27TH & CHARLESTON		097704	436.50
						VENDOR 01-035154 TOTALS	1,276.50
01-038375	DAN PILSON AUTO CENTER	I-130084	212 5342-318	VEHICLE PARTS: HOSE		097663	16.51
01-038375	DAN PILSON AUTO CENTER	I-63203	212 5342-434	REPAIR OF VEH: #532 RIBBONS		097663	24.26
						VENDOR 01-038375 TOTALS	40.77
						DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL:	5,356.32
01-001070	AMERENCIPS	I-200904159585	212 5343-321	NATURAL GAS &: N 45 LIFT STA		097636	46.92
01-001070	AMERENCIPS	I-200904159585	212 5343-321	NATURAL GAS &: RILEY CREEK SEWAGE		097636	382.11
01-001070	AMERENCIPS	I-200904159585	212 5343-321	NATURAL GAS &: LOGAN/SHELBY SEWAGE		097636	21.48
01-001070	AMERENCIPS	I-200904159585	212 5343-321	NATURAL GAS &: WILLOWSHIRE SEWAGE		097636	33.76
01-001070	AMERENCIPS	I-200904159585	212 5343-321	NATURAL GAS &: 28TH LIFT STA		097636	50.90
01-001070	AMERENCIPS	I-200904159585	212 5343-321	NATURAL GAS &: FAIRFIELD LIFT STA		097636	19.81
01-001070	AMERENCIPS	I-200904159585	212 5343-321	NATURAL GAS &: N 19TH LIFT STA		097636	22.14
						VENDOR 01-001070 TOTALS	577.12
01-001630	INTEGRYS ENERGY SERVIC	I-13088447-1	212 5343-321	NATURAL GAS &: LOGAN/SHELBY SEWAGE		097688	8.23
01-001630	INTEGRYS ENERGY SERVIC	I-13269727-1	212 5343-321	NATURAL GAS &: LOGAN/SHELBY SEWAGE		097688	58.13
						VENDOR 01-001630 TOTALS	66.36
01-016000	FARM PLAN	I-3381867	212 5343-316	TOOLS & EQUIP: CABLE PULLER,WADERS,		097671	153.68
						VENDOR 01-016000 TOTALS	153.68
						DEPARTMENT 343 SEWER LIFT STATIONS TOTAL:	797.16
01-000230	BOOS PLUMBING & HEATIN	I-10735	212 5344-439	OTHER REPAIR : BACKFLOW PREVENTER I		097644	403.86
						VENDOR 01-000230 TOTALS	403.86
01-000300	PARKSON CORPORATION	I-AR1/3090232	212 5344-730	IMPROVEMENTS : BAR SCREEN INSTALLAT		097718	36,668.00

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000300	PARKSON CORPORATION	I-AR1/3090317	212 5344-730	IMPROVEMENTS :	BAR SCREEN INSTALLAT	097718	257,182.00
					VENDOR 01-000300 TOTALS		293,850.00
01-000843	COUNTY MATERIALS CORP	I-1483571-00	212 5344-314	CHEMICALS :	WASHED SAND	097658	218.20
					VENDOR 01-000843 TOTALS		218.20
01-001043	MIDWEST GAS INSTRUMENT	I-19255	212 5344-439	OTHER REPAIR :	CALIBRATE IMPACT	097705	64.00
					VENDOR 01-001043 TOTALS		64.00
01-001070	AMERENCIPS	I-200904159585	212 5344-321	NATURAL GAS & :	WASTEWATER TREATMENT	097636	3,643.20
01-001070	AMERENCIPS	I-200904159585	212 5344-321	NATURAL GAS & :	SAND FILTER BLDG	097636	178.27
01-001070	AMERENCIPS	I-200904159585	212 5344-321	NATURAL GAS & :	SEWER PLANT OFC/LAB	097636	337.68
01-001070	AMERENCIPS	I-200904159585	212 5344-321	NATURAL GAS & :	SEWE PLANT SHOP	097636	398.15
					VENDOR 01-001070 TOTALS		4,557.30
01-001620	VERIZON WIRELESS	I-1991121540	212 5344-532	TELEPHONE :	MOBILES	097630	178.70
					VENDOR 01-001620 TOTALS		178.70
01-001630	INTEGRYS ENERGY SERVIC	I-13400532-1	212 5344-321	NATURAL GAS & :	LOGAN/SHELBY SEWAGE	097688	8.18
					VENDOR 01-001630 TOTALS		8.18
01-002232	LAB SAFETY SUPPLY, INC	I-1013176645	212 5344-319	MISCELLANEOUS:	FILLER	097695	76.63
					VENDOR 01-002232 TOTALS		76.63
01-006780	CLARK DIETZ INC	I-403723	212 5344-511	PLANNING & DE:	CSO LONG TERM CNTRL	097652	1,586.55
01-006780	CLARK DIETZ INC	I-403933	212 5344-511	PLANNING & DE:	CSO LONG TERM CNTRL	097652	3,428.28
					VENDOR 01-006780 TOTALS		5,014.83
01-009000	COMMERCIAL ELECTRIC	I-24026001	212 5344-433	REPAIR OF MAC:	TROUBLESHOOT LOSS OF	097756	108.88
01-009000	COMMERCIAL ELECTRIC	I-24031001	212 5344-433	REPAIR OF MAC:	TROUBLESHOOT AIR COM	097756	196.87

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009000	COMMERCIAL ELECTRIC	I-7445022	212 5344-730	IMPROVEMENTS :	WWTP AUTOMATION RETE	097757	48,420.65
					VENDOR 01-009000 TOTALS		48,726.40
01-012925	MICKEY'S LINEN	I-200904179638	212 5344-460	OTHER PROPRT:	CLEANING	097703	60.76
					VENDOR 01-012925 TOTALS		60.76
01-016000	FARM PLAN	I-3382752	212 5344-316	TOOLS & EQUIP:	NOZZLE	097671	15.96
01-016000	FARM PLAN	I-3384087	212 5344-316	TOOLS & EQUIP:	GRINDER,WHEEL ABRASI	097671	43.92
01-016000	FARM PLAN	I-3384826	212 5344-316	TOOLS & EQUIP:	WHEEL ABRASIVE	097671	14.94
01-016000	FARM PLAN	I-3388892	212 5344-316	TOOLS & EQUIP:	EPOXY PASTE,HOOKS,CA	097671	37.96
01-016000	FARM PLAN	I-3389578	212 5344-366	PLANT MTCE & :	GREAT STUFF	097671	7.98
01-016000	FARM PLAN	I-3394166	212 5344-316	TOOLS & EQUIP:	LAG SCREWS	097671	2.45
01-016000	FARM PLAN	I-3396120	212 5344-366	PLANT MTCE & :	LIQUID PLUMBER,DRAIN	097671	21.67
					VENDOR 01-016000 TOTALS		144.88
01-016140	FASTENAL COMPANY	I-ILMAT76944	212 5344-366	PLANT MTCE & :	FASTENAL COMPANY	097672	4.94
					VENDOR 01-016140 TOTALS		4.94
01-021348	CENTRAL IL NEWSPAPER	I-20230872	212 5344-439	OTHER REPAIR :	NON COMPLIANCE VIOLA	097650	73.14
01-021348	CENTRAL IL NEWSPAPER	I-20230886	212 5344-439	OTHER REPAIR :	NON COMPLIANCE VIOLA	097650	71.80
					VENDOR 01-021348 TOTALS		144.94
01-023800	CONSOLIDATED COMMUNICA	I-200904159586	212 5344-532	TELEPHONE :	234-2737	097657	37.55
01-023800	CONSOLIDATED COMMUNICA	I-200904159587	212 5344-532	TELEPHONE :	101-0939	097657	88.07
01-023800	CONSOLIDATED COMMUNICA	I-200904179637	212 5344-532	TELEPHONE :	234-6828	097657	60.48
					VENDOR 01-023800 TOTALS		186.10
01-030000	KULL LUMBER CO	I-200904169635	212 5344-366	PLANT MTCE & :	MAIL BOX	097693	44.98
					VENDOR 01-030000 TOTALS		44.98
01-031402	M & M PUMP SUPPLY INC	I-541057	212 5344-366	PLANT MTCE & :	M & M PUMP SUPPLY IN	097698	24.15
					VENDOR 01-031402 TOTALS		24.15

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038375	DAN PILSON AUTO CENTER	I-61773	212 5344-434	REPAIR OF VEH: #546 REPAIRS		097663	1,418.49
01-038375	DAN PILSON AUTO CENTER	I-62017	212 5344-318	VEHICLE PARTS: 97 FORD REPAIRS		097663	185.54
01-038375	DAN PILSON AUTO CENTER	I-62672	212 5344-434	REPAIR OF VEH: #528 REPAIRS		097663	507.19
						VENDOR 01-038375 TOTALS	2,111.22
01-039210	VEOLIA ES SOLID WASTE	I-F50000149346	212 5344-460	OTHER PROPRT: SLUDGE DISPOSAL		097741	405.55
						VENDOR 01-039210 TOTALS	405.55
01-039650	RADIOSHACK	I-195822	212 5344-316	TOOLS & EQUIP: BATTERY CHARGER,BATT		097723	96.11
						VENDOR 01-039650 TOTALS	96.11
01-043371	SPRINGFIELD ELECTRIC	I-S2604887.001	212 5344-366	PLANT MTCE & : FUSE		097733	175.10
						VENDOR 01-043371 TOTALS	175.10
						DEPARTMENT 344 WASTEWATER TREATMNT PLANTTOTAL:	356,496.83
01-001657	TYLER TECHNOLOGIES	I-75,820	212 5345-516	TECHNOLOGY SU: ANNUAL SOFTWARE MNTC		097737	2,752.50
						VENDOR 01-001657 TOTALS	2,752.50
01-009075	CUSD #2 TRANSPORTATION	I-402	212 5345-326	FUEL : FUEL 3/1-31 PARK		097661	134.27
01-009075	CUSD #2 TRANSPORTATION	I-406	212 5345-326	FUEL : FUEL 3-1/31 PUBLIC W		097661	2,226.43
						VENDOR 01-009075 TOTALS	2,360.70
01-015410	EZ PARCEL & BUSINESS S	I-57957	212 5345-531	POSTAGE : SHIPPING		097670	12.42
01-015410	EZ PARCEL & BUSINESS S	I-58613	212 5345-531	POSTAGE : SHIPPING		097670	15.88
						VENDOR 01-015410 TOTALS	28.30
01-019900	WELLS FARGO FINANCIAL	I-2009638011-0409	212 5345-815	POSTAGE METER: POSTAGE MACHINE LEAS		097745	369.99
						VENDOR 01-019900 TOTALS	369.99

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 345 ACCOUNTING & COLLECTION

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033000	UNITED STATES POSTAL S	I-200904169632	212 5345-531	POSTAGE	: WATER BILL POSTAGE	097739	1,527.00
						VENDOR 01-033000 TOTALS	1,527.00
01-043522	STAPLES CREDIT PLAN	I-9084953001	212 5345-311	OFFICE SUPPLI:	OFFICE SUPPLIES	097748	61.37
						VENDOR 01-043522 TOTALS	61.37
						DEPARTMENT 345 ACCOUNTING & COLLECTION TOTAL:	7,099.86
01-003095	CARQUEST OF MATTOON	I-200904079548	212 5346-562	TRAVEL & TRAI:	TRAINING,REPAIRS	097647	48.00
						VENDOR 01-003095 TOTALS	48.00
						DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL:	48.00
						VENDOR SET 212 SEWER FUND TOTAL:	369,927.41

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 213 CEMETERY FUND

DEPARTMENT: 361 MAINTENANCE & OPERATIONS

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033800	MATTOON WATER DEPT	I-200904019455	213 5361-410	UTILITY SERVI:	917 N 22ND	000000	80.51
01-033800	MATTOON WATER DEPT	I-200904019456	213 5361-410	UTILITY SERVI:	DODGE GROVE	000000	5.67
						VENDOR 01-033800 TOTALS	86.18
						DEPARTMENT 361 MAINTENANCE & OPERATIONS TOTAL:	86.18
						VENDOR SET 213 CEMETERY FUND TOTAL:	86.18
						REPORT GRAND TOTAL:	481,658.82

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	OVER AVAILABLE BUDG	OVER
2008-2009	110-1300-000	DOJ - FEDERAL SHARING	7,108.70						
	110-5110-533	CELLULAR PHONE	1,052.44	2,900	197.56				
	110-5120-519	OTHER PROFESSIONAL SERVICE	1,296.27	8,000	1,400.93				
	110-5120-802	HUNTING/FISHING LIC. FEE R	131.50	1,000	208.00				
	110-5130-571	DUES & MEMBERSHIPS	375.00	1,000	413.00				
	110-5150-576	SECURITY SERVICES	300.00	0	300.00-			Y	
	110-5160-565	CELLULAR TELEPHONE REIMBUR	100.00	1,200	0.00				
	110-5160-579	OTHER PURCHASED SERVICES	18.54	11,000	1,464.84				
	110-5170-854	WIDE AREA NETWORK WIRING A	88.07	2,200	174.29				
	110-5170-863	COMPUTERS	307.48	2,500	1,953.17				
	110-5190-579	MISC OTHER PURCHASED SERVI	3,000.00	12,500	2,625.24				
	110-5211-319	MISCELLANEOUS SUPPLIES	58.75	2,000	116.66				
	110-5211-522	NOTARY FEES	15.00	500	245.04				
	110-5211-531	POSTAGE	74.69	2,500	371.10				
	110-5211-579	MISC OTHER PURCHASED SERVI	101.98	5,000	2,869.51				
	110-5212-319	MISCELLANEOUS SUPPLIES	223.70	4,000	569.20				
	110-5212-579	MISC OTHER PURCHASED SERVI	79.10	750	376.55-			Y	
	110-5221-316	TOOLS & EQUIPMENT	248.93	5,000	763.83-			Y	
	110-5221-562	TRAVEL & TRAINING	45.00	22,200	3,485.21				
	110-5222-532	TELEPHONE	345.43	26,000	1,525.32				
	110-5223-316	TOOL & EQUIPMENT	46.80	500	236.20				
	110-5223-319	MISCELLANEOUS SUPPLIES	78.00	2,000	653.70				
	110-5223-434	REPAIR OF VEHICLES	426.33	25,000	8,904.69-			Y	
	110-5224-312	CLEANING SUPPLIES	224.99	2,800	651.04-			Y	
	110-5224-316	TOOLS & EQUIPMENT	87.63	1,000	128.48				
	110-5224-321	NATURAL GAS & ELECTRIC (CI	4,151.95	60,000	11,583.74-			Y	
	110-5224-432	REPAIR OF BUILDINGS	3.57	15,000	9,703.13				
	110-5224-435	ELEVATOR SERVICE AGREEMEN	652.78	7,300	8.88				
	110-5224-439	OTHER REPAIR & MAINT SRVCS	76.00	5,000	13,585.23-			Y	
	110-5241-312	CLEANING SUPPLIES	202.86	4,300	197.20				
	110-5241-313	MEDICAL & SAFETY SUPPLIES	481.55	6,000	67.57-			Y	
	110-5241-315	UNIFORMS & CLOTHING	261.30	15,000	7,725.13				
	110-5241-316	TOOLS & EQUIPMENT	47.21	6,000	6,044.80-			Y	
	110-5241-319	MISCELLANEOUS SUPPLIES	147.54	7,500	4,845.32				
	110-5241-321	NATURAL GAS & ELECTRIC	14.46	15,000	776.97				
	110-5241-326	FUEL	1,175.30	22,000	1,297.46				
	110-5241-410	UTILITY SERVICES	187.05	1,700	40.98				
	110-5241-433	REPAIR OF MACHINERY	66.67	5,000	687.28-			Y	
	110-5241-434	REPAIR OF VEHICLES	306.25	21,000	1,241.27				
	110-5241-460	OTHER PROP MAINT SERVICES	8.98	5,000	60.85-			Y	
	110-5241-532	TELEPHONE	202.73	6,200	537.94				
	110-5241-533	CELLULAR PHONE	100.00	2,880	1,680.00				
	110-5261-532	TELEPHONE	236.52	2,750	132.12-			Y	
	110-5261-533	CELLULAR PHONE	43.29	750	230.52				
	110-5261-564	PRIVATE VEHICLE EXP REIMB	89.10	2,000	606.48-			Y	
	110-5310-311	OFFICE SUPPLIES	102.71	2,000	1,621.22				
	110-5310-562	TRAVEL & TRAINING	15.00	1,000	363.38				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	110-5310-564	PRIVATE VEHICLE EXP REIMB	17.05	1,000	730.16		
	110-5320-311	OFFICE SUPPLIES	73.27	1,000	207.86		
	110-5320-312	CLEANING SUPPLIES	33.00	2,500	1,287.12		
	110-5320-316	TOOLS AND EQUIPMENT	21.86	3,500	850.79		
	110-5320-318	VEHICLE PARTS	736.71	15,000	5,706.80-	Y	
	110-5320-319	MISCELLANEOUS SUPPLIES	152.13	15,000	12,299.39		
	110-5320-321	NATURAL GAS & ELECTRIC	485.31	15,000	7,121.75-	Y	
	110-5320-326	FUEL	2,360.69	40,000	2,132.20-	Y	
	110-5320-359	OTHER STREET MAINT SUPPLIE	643.14	40,000	4,827.30		
	110-5320-363	BACKFILL AND SURFACE MATER	1,104.00	8,000	4,170.00		
	110-5320-433	REPAIR OF MACHINERY	121.32	20,000	917.46		
	110-5320-434	REPAIR OF VEHICLES	142.80	8,000	3,376.58		
	110-5320-440	RENTALS	45.00	8,000	3,948.33		
	110-5320-519	OTHER PROFESSIONAL SERVICE	109.00	3,500	635.50		
	110-5320-532	TELEPHONE	88.07	5,000	393.94-	Y	
	110-5320-562	TRAVEL & TRAINING	48.00	2,000	1,125.40		
	110-5326-321	NATURAL GAS & ELECTRIC (CI	13,404.15	170,000	11,118.74		
	110-5331-318	VEHICLE PARTS	139.90	10,000	755.47		
	110-5335-318	VEHICLE PARTS	1,329.14	1,000	18,922.36-	Y	
	110-5338-421	DISPOSAL SERVICES	1,955.20	18,000	3,393.31-	Y	
	110-5370-319	MISCELLANEOUS SUPPLIES	6.99	2,000	1,586.22		
	110-5381-410	UTILITY SERVICES	185.48	2,500	397.90		
	110-5381-435	ELEVATOR SERVICE AGREEMEN	264.60	2,600	617.92-	Y	
	110-5383-319	MISCELLANEOUS SUPPLIES	141.71	3,500	1,336.47		
	110-5383-432	REPAIR OF BUILDINGS	13.50	500	358.82-	Y	
	110-5384-319	MISCELLANEOUS SUPPLIES	122.50	1,500	318.70-	Y	
	110-5384-432	REPAIR OF BUILDINGS	65.00	2,000	1,458.79-	Y	
	110-5384-576	SECURITY SERVICES	384.00	0	525.00-	Y	
	110-5505-579	MISC OTHER PURCHASED SERVI	906.53	4,000	1,096.36-	Y	
	110-5511-313	MEDICAL & SAFETY SUPPLIES	84.00	500	299.50		
	110-5511-316	TOOLS & EQUIPMENT	104.85	8,000	2,051.59		
	110-5511-433	REPAIR OF MACHINERY	282.30	6,000	3,023.55-	Y	
	110-5511-532	TELEPHONE	68.77	1,000	171.95		
	110-5512-802	HUNTING/FISHING REMITTANCE	956.25	6,500	1,914.75-	Y	
	110-5521-312	CLEANING SUPPLIES	67.13	1,900	1,021.23		
	110-5541-319	MISCELLANEOUS SUPPLIES	245.52	5,000	3,476.49-	Y	
	110-5541-321	NATURAL GAS & ELECTRIC	741.74	16,000	9,348.39-	Y	
	110-5541-450	CONSTRUCTION SERVICES	527.16	2,500	2,284.78-	Y	
	110-5542-319	MISCELLANEOUS SUPPLIES	53.94	2,500	3,386.66-	Y	
	110-5542-321	NATURAL GAS & ELECTRIC (CI	30.30	4,000	1,855.88		
	110-5542-424	LAWN CARE	47.97	2,000	1,395.24-	Y	
	110-5552-319	MISCELLANEOUS SUPPLIES	304.08	2,500	50.63-	Y	
	110-5552-440	RENTALS	150.00	200	264.94-	Y	
	110-5555-321	NATURAL GAS & ELECTRIC (CI	69.47	750	229.86-	Y	
	110-5561-322	ELECTRICITY	286.71	9,000	1,121.78		
	110-5561-410	UTILITY SERVICES	12.00	3,500	316.80-	Y	
	110-5561-432	REPAIR OF BUILDINGS	163.59	1,500	441.13		
	110-5562-319	MISCELLANEOUS SUPPLIES	33.86	2,000	1,400.41		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER
	110-5562-322	ELECTRICITY	162.94	12,500	3,894.94				
	110-5562-410	UTILITY SERVICES	12.00	3,500	1,936.45				
	110-5562-432	REPAIR OF BUILDINGS	289.05	2,500	1,694.16				
	110-5563-317	CONCESSION & SOUVENIR SUPP	2,112.23	25,000	931.11				
	110-5563-319	MISCELLANEOUS SUPPLIES	707.92	10,000	6,805.44				
	110-5563-322	ELECTRICITY	352.35	4,000	467.34				
	110-5563-410	UTILITY SERVICES	12.00	4,000	3,087.07				
	110-5563-532	TELEPHONE	68.56	800	65.40				
	110-5563-576	SECURITY SERVICES	45.00	800	260.00				
	110-5564-410	UTILITY SERVICES	12.00	200	66.20				
	110-5651-519	OTHER PROFESSIONAL SERVICE	4,510.12	87,000	45,500.68				
	110-5651-571	DUES & MEMBERSHIPS	5,000.00	60,000	0.00				
	110-5752-817	DEBT SERVICES	1,288.89	15,467	0.32				
	122-5653-532	TELEPHONE	253.98	2,500	34.59-	Y			
	122-5653-533	CELLULAR PHONE	43.29	750	15.58-	Y			
	122-5653-562	TRAVEL & TRAINING	5.00	3,000	674.77				
	123-5584-540	ADVERTISING	387.50	10,000	20.50				
	123-5584-832	BEER TENT	25.00	12,000	1,607.81-	Y			
	125-5150-519	OTHER PROFESSIONAL SERVICE	538.00	11,000	8,383.30-	Y			
	130-5328-730	IMPROVEMENTS OTHER THAN BL	14,000.00	3,000,000	1,861,709.54				
	130-5385-720	CULTURE AND RECREATION	3,039.18	0	3,669.18-	Y			
	130-5719-817	GENERAL OBLIGATION BONDS	2,479.88	0	2,858.01-	Y			
	211-5353-311	OFFICE SUPPLIES	2.70	1,700	114.15				
	211-5353-314	CHEMICALS	7,238.68	260,000	22,145.39				
	211-5353-319	MISCELLANEOUS SUPPLIES	30.00	14,000	721.97				
	211-5353-378	PLANT MTCE & REPAIR	8.98	2,500	666.68				
	211-5353-379	OTHER WATER MNTCE MATERIAL	46.54	500	94.54				
	211-5353-434	REPAIR OF VEHICLES	19.86	250	56.00				
	211-5353-435	ELEVATOR SERVICE AGREEMENT	210.09	2,500	111.68-	Y			
	211-5353-460	OTHER PROPERTY MAINT. SERV	112.08	0	2,011.68-	Y			
	211-5353-519	OTHER PROFESSIONAL SERVICE	875.00	22,000	6,949.00				
	211-5353-531	POSTAGE	35.19	600	32.71				
	211-5354-318	VEHICLE PARTS	428.74	3,000	4,489.62-	Y			
	211-5354-319	MISCELLANEOUS SUPPLIES	98.23	1,500	336.40				
	211-5354-379	OTHER WATER MAINT. MATERIA	165.84	10,000	15,463.33-	Y			
	211-5354-434	REPAIR OF VEHICLES	18.35	3,000	1,898.36				
	211-5354-730	IMPROVEMENTS OTHER THAN BL	5,010.00	187,140	169,496.13				
	211-5355-311	OFFICE SUPPLIES	61.38	6,000	455.62				
	211-5355-326	FUEL	2,360.69	30,000	12,516.69-	Y			
	211-5355-516	TECHNOLOGY SUPPORT SERVICE	2,752.50	8,078	4,373.52-	Y			
	211-5356-511	PLANNING & DESIGN SERVICES	2,435.00	25,000	5,991.78				
	211-5356-519	OTHER PROFESSIONAL SERVICE	356.05	500	11.63-	Y			
	211-5356-562	TRAVEL & TRAINING	48.00	3,000	2,127.00				
	211-5356-565	CELLULAR PHONE EXPENSE REI	50.00	600	0.00				
	211-5356-579	MISC. OTHER PURCHASED SERV	199.60	500	216.95-	Y			
	212-5342-313	MEDICAL & SAFETY SUPPLIES	14.67	1,500	895.47				
	212-5342-318	VEHICLE PARTS	244.96	6,000	6,057.08-	Y			
	212-5342-319	MISCELLANEOUS SUPPLIES	129.24						

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER
	212-5342-363	BACKFILL & SURFACE MATERIA	1,276.50	19,000	5,483.83-	Y			
	212-5342-369	OTHER SEWER MTCE SUPPLIES	770.37	10,000	2,053.88				
	212-5342-434	REPAIR OF VEHICLES	24.26	2,000	1,404.18				
	212-5342-460	OTHER PROPERTY MTCE SERVIC	2,900.00	1,000	40,486.56-	Y			
	212-5342-730	IMPROVEMENTS OTHER THAN BL	125.56	110,000	61,225.71				
	212-5343-316	TOOLS & EQUIPMENT	153.68	4,000	248.78-	Y			
	212-5343-321	NATURAL GAS & ELECTRIC (AM	643.48	23,000	4,275.67-	Y			
	212-5344-314	CHEMICALS	218.20	10,000	1,883.53				
	212-5344-316	TOOLS & EQUIPMENT	211.34	35,000	17,151.85				
	212-5344-318	VEHICLE PARTS	185.54	1,500	367.58-	Y			
	212-5344-319	MISCELLANEOUS SUPPLIES	76.63	19,500	10,060.81				
	212-5344-321	NATURAL GAS & ELECTRIC (AM	4,565.48	325,000	25,598.07				
	212-5344-366	PLANT MTCE & REPAIR MATERI	278.82	40,000	5,033.02				
	212-5344-433	REPAIR OF MACHINERY	305.75	85,000	52,959.95				
	212-5344-434	REPAIR OF VEHICLES	1,925.68	5,000	1,320.52-	Y			
	212-5344-439	OTHER REPAIR & MNTCE SERVI	612.80	12,500	12,253.47-	Y			
	212-5344-460	OTHER PROPERTY MTCE SERVIC	466.31	25,000	7,007.30-	Y			
	212-5344-511	PLANNING & DESIGN SERVICES	5,014.83	2,000	8,634.93-	Y			
	212-5344-532	TELEPHONE	364.80	6,000	499.80				
	212-5344-730	IMPROVEMENTS OTHER THAN BL	342,270.65	40,000	407,731.95-	Y			
	212-5345-311	OFFICE SUPPLIES	61.37	5,500	2,013.67				
	212-5345-326	FUEL	2,360.70	40,000	1,104.54-	Y			
	212-5345-516	TECHNOLOGY SUPPORT SERVICE	2,752.50	2,000	2,373.51-	Y			
	212-5345-531	POSTAGE	1,555.30	13,000	545.21-	Y			
	212-5345-815	POSTAGE METER LEASE & MTCE	369.99	1,000	241.62-	Y			
	212-5346-562	TRAVEL & TRAINING	48.00	2,000	767.00				
	213-5361-410	UTILITY SERVICES	86.18	1,000	217.57				
		TOTAL:	481,658.82						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110	NON-DEPARTMENTAL	7,108.70
110-110	CITY COUNCIL	1,052.44
110-120	CITY CLERK	1,427.77
110-130	CITY ADMINISTRATOR	375.00
110-150	FINANCIAL ADMINISTRATION	300.00
110-160	LEGAL SERVICES	118.54
110-170	COMPUTER INFO SYSTEMS	395.55
110-190	COUNCIL CONTINGENCY	3,000.00
110-211	POLICE ADMINISTRATION	250.42
110-212	CRIMINAL INVESTIGATION	302.80
110-221	POLICE TRAINING	293.93

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110-222	COMMUNICATION SERVICES	345.43
110-223	AUTOMOTIVE SERVICES	551.13
110-224	POLICE BUILDINGS	5,196.92
110-241	FIRE PROTECTION ADMIN.	3,201.90
110-261	CODE ENFORCEMENT ADMIN	368.91
110-310	PUBLIC WORKS ADMIN	134.76
110-320	STREETS	6,164.30
110-326	STREET LIGHTING	13,404.15
110-331	STREET CLEANING	139.90
110-335	YARD WASTE COLLECTION	1,329.14
110-338	REFUSE COLLECT & DISPOSAL	1,955.20
110-370	CONSTRUCTION INSPECTION	6.99
110-381	CUSTODIAL SERVICES	450.08
110-383	BURGESS OSBORNE	155.21
110-384	RAILROAD DEPOT	571.50
110-505	ARTS COUNCIL	906.53
110-511	PARK ADMINISTRATION	539.92
110-512	LAKE ADMINISTRATION	956.25
110-521	DEMARS CENTER	67.13
110-541	PETERSON PARK	1,514.42
110-542	LAWSON PARK	132.21
110-552	GIRLS COMPLEX	454.08
110-555	KINZEL FIELD	69.47
110-561	EAST CAMPGROUND	462.30
110-562	WEST CAMPGROUND	497.85
110-563	MARINA AREA	3,298.06
110-564	BEACH AREA	12.00
110-651	ECONOMIC DEVELOPMENT	9,510.12
110-752	KAL KAN WTR/SWR EXT	1,288.89

110 TOTAL	GENERAL FUND	68,309.90
122-653	HOTEL TAX ADMINISTRATION	302.27

122 TOTAL	HOTEL TAX FUND	302.27
123-584	BAGELFEST	412.50

123 TOTAL	FESTIVAL MGMT FUND	412.50
125-150	FINANCIAL ADMINISTRATION	538.00

125 TOTAL	INSURANCE & TORT JDGMNT	538.00
130-328	STORM DRAINAGE	14,000.00
130-385	CULTURE & RECREATION	3,039.18
130-719	GO BONDS	2,479.88

130 TOTAL	CAPITAL PROJECT FUND	19,519.06
211-353	WATER TREATMENT PLANT	8,579.12

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
211-354	WATER DISTRIBUTION	5,721.16
211-355	ACCOUNTING & COLLECTION	5,174.57
211-356	ADMINISTRATIVE & GENERAL	3,088.65

211 TOTAL	WATER FUND	22,563.50
212	NON-DEPARTMENTAL	129.24
212-342	SEWER COLLECTION SYSTEM	5,356.32
212-343	SEWER LIFT STATIONS	797.16
212-344	WASTEWATER TREATMNT PLANT	356,496.83
212-345	ACCOUNTING & COLLECTION	7,099.86
212-346	ADMINISTRATIVE & GENERAL	48.00

212 TOTAL	SEWER FUND	369,927.41
213-361	MAINTENANCE & OPERATIONS	86.18

213 TOTAL	CEMETERY FUND	86.18

	** TOTAL **	481,658.82

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: EHBK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 412 HEALTH PLAN ADMIN

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000222	CERIDIAN	I-331433772	221 5412-211	HEALTH PLAN A:	MARCH 09 COBRA FEES	097749	36.76
						VENDOR 01-000222 TOTALS	36.76
						DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL:	36.76
01-000236	PERSONAL CARE	I-200904019484	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	29,255.67
01-000236	PERSONAL CARE	I-200904159602	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	26,709.81
						VENDOR 01-000236 TOTALS	55,965.48
						DEPARTMENT 413 MEDICAL CLAIMS TOTAL:	55,965.48
01-000236	PERSONAL CARE	I-200904159602	221 5414-211	RX CLAIMS	: PERSONAL CARE	000000	17,564.59
						VENDOR 01-000236 TOTALS	17,564.59
						DEPARTMENT 414 RX CLAIMS TOTAL:	17,564.59
01-001982	FORT DEARBORN LIFE INS	I-200904169634	221 5417-212	LIFE INSURANC:	APRIL 09 LIFE INS	097751	2,395.99
						VENDOR 01-001982 TOTALS	2,395.99
						DEPARTMENT 417 LIFE INSURANCE TOTAL:	2,395.99
01-000307	FLEXIBLE SPENDING	I-200904179639	221 5418-212	SECTION 125 B:	FSA FEE APRIL 09	097750	96.00
						VENDOR 01-000307 TOTALS	96.00
						DEPARTMENT 418 SECTION 125 PLAN TOTAL:	96.00
						VENDOR SET 221 HEALTH INSURANCE FUND TOTAL:	76,058.82
						REPORT GRAND TOTAL:	76,058.82

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	OVER AVAILABLE	BUDG	ANNUAL BUDGET	OVER AVAILABLE	BUDG
2008-2009	221-5412-211	HEALTH PLAN ADMINISTRATION	36.76	162,500	37,289.41				
	221-5413-211	MEDICAL CLAIMS	55,965.48	1,150,000	327,035.41-	Y			
	221-5414-211	RX CLAIMS	17,564.59	464,500	55,271.01				
	221-5417-212	LIFE INSURANCE	2,395.99	32,500	5,605.45				
	221-5418-212	SECTION 125 BENEFIT PLAN A	96.00	1,000	56.00-	Y			
		TOTAL:	76,058.82						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	36.76
221-413	MEDICAL CLAIMS	55,965.48
221-414	RX CLAIMS	17,564.59
221-417	LIFE INSURANCE	2,395.99
221-418	SECTION 125 PLAN	96.00
221 TOTAL	HEALTH INSURANCE FUND	76,058.82
	** TOTAL **	76,058.82

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: DDBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 415 DENTAL CLAIMS

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

PAY DATE RANGE: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL	I-200903319438	221 5415-211	DENTAL CLAIMS: DELTA DENTAL		000000	561.80
01-000276	DELTA DENTAL	I-200904159558	221 5415-211	DENTAL CLAIMS: DELTA DENTAL		000000	2,070.95
01-000276	DELTA DENTAL	I-200904159623	221 5415-211	DENTAL CLAIMS: DELTA DENTAL		000000	2,659.70
						VENDOR 01-000276 TOTALS	5,292.45

DEPARTMENT 415 DENTAL CLAIMS TOTAL: 5,292.45

VENDOR SET 221 HEALTH INSURANCE FUND TOTAL: 5,292.45

REPORT GRAND TOTAL: 5,292.45

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
2008-2009	221-5415-211	DENTAL CLAIMS	5,292.45	82,500	2,595.82-	Y			
		TOTAL:	5,292.45						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-415	DENTAL CLAIMS	5,292.45
221 TOTAL	HEALTH INSURANCE FUND	5,292.45
	** TOTAL **	5,292.45

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: 4/01/2009 THRU 4/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-035154	MID-ILLINOIS CONCRETE	I-86440	121 5321-351	CONCRETE	: 9TH & DAKOTA	097754	787.50
01-035154	MID-ILLINOIS CONCRETE	I-86704	121 5321-351	CONCRETE	: 27TH & MARION	097754	336.00
01-035154	MID-ILLINOIS CONCRETE	I-86705	121 5321-351	CONCRETE	: 27TH & MARION	097754	214.00
01-035154	MID-ILLINOIS CONCRETE	I-86953	121 5321-351	CONCRETE	: 27TH & MARION	097754	460.00
01-035154	MID-ILLINOIS CONCRETE	I-86954	121 5321-351	CONCRETE	: 414 N 23RD	097754	122.00
						VENDOR 01-035154 TOTALS	1,919.50

DEPARTMENT 321 STREETS TOTAL: 1,919.50

01-002056	NICK & STACEY'S HOUSE	I-1723*	121 5327-359	OTHER STREET	: TRAFFIC PAINT	097755	1,773.12
						VENDOR 01-002056 TOTALS	1,773.12

DEPARTMENT 327 TRAFFIC CONTROL DEVICES TOTAL: 1,773.12

01-000843	COUNTY MATERIALS CORP	I-1476523-00	121 5328-357	CATCH BASINS	: INLET BASE	097752	840.00
						VENDOR 01-000843 TOTALS	840.00

01-001537	HD SUPPLY WATERWORKS,	I-8774593	121 5328-358	PIPE	: STORM SEWER PIPE	097753	688.00
						VENDOR 01-001537 TOTALS	688.00

DEPARTMENT 328 STORM DRAINAGE TOTAL: 1,528.00

VENDOR SET 121 MOTOR FUEL TAX FUND TOTAL: 5,220.62

REPORT GRAND TOTAL: 5,220.62

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
2008-2009	121-5321-351	CONCRETE	1,919.50	9,000	5,654.77-	Y			
	121-5327-359	OTHER STREET MAINT SUPPLIE	1,773.12	6,400	1,882.28				
	121-5328-357	CATCH BASINS	840.00	6,000	703.00				
	121-5328-358	PIPE	688.00	7,500	2,509.56-	Y			
		TOTAL:	5,220.62						

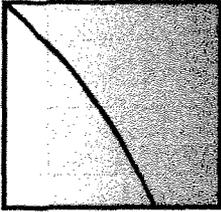
** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
121-321	STREETS	1,919.50
121-327	TRAFFIC CONTROL DEVICES	1,773.12
121-328	STORM DRAINAGE	1,528.00
121 TOTAL	MOTOR FUEL TAX FUND	5,220.62
	** TOTAL **	5,220.62

NO ERRORS

-----DEPOSIT-----

---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT--	---MESSAGE---
34-11600-01	MAB PAINTS INC	4/06/09	MANUAL BILL	97621	3,250.13CR	000		0.00	



CCRP&DC

Coles County Regional Planning
& Development Commission

TO: Susan O'Brien
City Clerk
City of Mattoon
208 N. 19th St.
Mattoon, IL 61938

FROM: Rob Farmer ~ CCRP & DC

DATE: 9-Apr-09

SUBJECT: Check Approval for the Mattoon HOME Housing Rehabilitation

Dear Susan,

Please have the council approve a check(s) for the Mattoon HOME Housing Rehabilitation Project. The checks are as follows:

Address	Amount	Contractor	Payment #	Payment Type	Check Number
800 Shelby	\$ 18,050	GEM Carpentry	2	Final Construction	# 1488
800 Shelby	\$ 3,213	Coles County Regional Planning	n/a	Final Project Delivery	# 1489
105 Richmond	17,930	GEM Carpentry	2	Final Construction	# 1490
105 Richmond	\$ 3,213	Coles County Regional Planning	n/a	Final Project Delivery	# 1491

Due to the grant restrictions for this program, we would like to have the bills and subsequent payments approved by the City Council with the actual date on the check(s) being added once the money arrives from Washington, D.C. The money can only stay in the account for fifteen days or Washington (HUD) automatically withdraws the money from the account.

Thank you and your staff once again for the assistance you provide to us. Please do not hesitate to contact me if you have any questions.

Sincerely,

Rob Farmer
Community Program Assistant

NEW BUSINESS:

City of Mattoon Council Decision Request

MEETING DATE: 4/07/09 CDR NO: 2009-952 SUBJECT: Home Occupation Permit

SUBMITTAL DATE: 4/01/09

SUBMITTED BY: Kyle Gill, Community Development Coordinator

APPROVED FOR
COUNCIL AGENDA: Alan Gilmore
City Administrator _____
Date

EXHIBITS (If applicable): Home Occupation Application

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: N/A	BUDGETED: N/A	REQUIRED: N/A

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

“I move to approve a home occupation application and to authorize the mayor to sign a permit to enable a single station styling salon, at 704 Oklahoma Avenue by Dusty Arthur.”

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

The Building Inspection Office received an application for a home occupation permit for a single station styling salon business at 704 Oklahoma Avenue. The owner of the property is Dusty Arthur. Mrs. Arthur is proposing to use a portion of her residence for the use of a styling salon business. She states that there is plenty of parking for customers.

The Code Enforcement Office has made an inspection of the property and the property does have room for parking of a couple customers at one time. Mrs. Arthur showed me the area she is proposing to use and I don't feel this would have a negative effect on the neighborhood.

Definition of Home Occupation:

“Any occupation carried on by a member of the family residing on the premises, in connection with which there is used no sign other than a name plate, not more than one (1) square foot in area, that will indicate from the exterior that the building is being used in part for any other purpose than that of a dwelling; there is kept no stock in trade, no commodity is sold on the premises; no person is employed other than a member of the family residing on the premises; and no mechanical equipment is used except such as is permissible for domestic, household, or office purposes. Off street parking is available for all vehicles relating to the resident and occupation uses. A permit may be issued if the above requirements are met and approved by the Building/Code Official and City Council.” (§159.04, Mattoon Code of Ordinances)

Mattoon Zoning Ordinance
No. 96-4835

HOME OCCUPATION APPLICATION

Name: Dusty Arthur Signature: Dusty Arthur
(Type or Print)

Address: 704 Oklahoma Telephone: 235-5313
cell 213-2045

Use of Property: Styling Salon

Parking - Number of Customers: one - at a time

Sign: ⓪ would like one

Equipment Used: Hair salon equipment - curling iron's ~~and~~

License - What Type: Salon

Permit - What Type: _____

Health Department: _____

Hours of Business: 10-6

APPROVED:

<u>KLM Goe</u>	<u>4-1-07</u>		
Building/Code Official	Date	Mayor	Date

Mattoon Zoning Ordinance
No. 96-4835

HOME OCCUPATION APPLICATION

Name: Jennifer M. Mast Signature: Jennifer M Mast
(Type or Print)

Address: 3228 Champaign Ave, Mattoon Telephone: 217-259-2762

Use of Property: residence & in-home massage business

Parking - Number of Customers: 1 person at a time - 15 min between each if
not more

Sign:  Nurturing Touch - Jennifer Mast - LMT, CEIM

Equipment Used: massage table, sheets, radio w/ CD

License - What Type: Illinois State License, Nationally Certified

Permit - What Type: _____

Health Department: N/A

Hours of Business: 8:00^{am} - 7:00^{pm}

APPROVED:

KC M. Sie 4/1/09 _____
Building/Code Official Date Mayor Date

GILMORE & BELL, P.C.
DRAFT 1 – APRIL 2, 2009
FOR DISCUSSION PURPOSES ONLY

ORDINANCE NO. 2009-5275

OF THE

CITY OF MATTOON, ILLINOIS

PASSED

APRIL 21, 2009

\$6,000,000
GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCE)
SERIES 2009A

ORDINANCE

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Exhibit B - Preliminary Official Statement

Exhibit C - Continuing Disclosure Agreement

ORDINANCE NO. 2009-5275

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2009A, OF THE CITY OF MATTOON, ILLINOIS; PRESCRIBING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Mattoon, Illinois (the “City”), is a non home rule city and political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois, including the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, as amended; and

WHEREAS, the City Council has determined that it is advisable, necessary and in the best interests of the City, in order to promote and protect the public health, welfare, safety and convenience of the residents of the City, to acquire, construct, renovate and improve various capital improvement projects in the City, including, but not limited to, construction of storm drainage detention and management facilities, acquisition of land, road and sidewalk improvements, park and recreational facility improvements and new building construction (collectively, the “Project”); and

WHEREAS, the estimated cost of the Project includes engineering, legal, financial, bond discount, printing and publication costs, capitalized interest and other expenses, and there are insufficient funds on hand and lawfully available to pay such cost; and

WHEREAS, such costs of the Project are expected to be paid for from cash on hand or expected to be on hand and lawfully available for the purpose and from the proceeds of alternate bonds authorized to be issued at this time pursuant to the Act (as defined herein); and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken and, in order to raise the funds required for such purpose, it will be necessary for the City to borrow \$6,000,000 and in evidence thereof to issue alternate bonds in the aggregate principal amount of \$6,000,000, all in accordance with the Act; and

WHEREAS, there are insufficient funds on hand and lawfully available to undertake the Project, and there exists a source of funds, other than enterprise revenues, received or available to be received by the City and available for any one or more of its corporate purposes, and as

provided in the Act, the City is authorized to issue its general obligation bonds payable from such revenue source; and

WHEREAS, the City Council, on the 7th day of October, 2008, adopted Ordinance No. 2008-5263 (the “Authorizing Ordinances”), authorizing the issuance of certain alternate bonds, being general obligation bonds payable from a revenue source as provided by the Act (the “Alternate Bonds”), in an amount not to exceed \$6,000,000 for the Project; and

WHEREAS, on the 7th day of October, 2008, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in the *Journal Gazette & Times-Courier*, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice have heretofore been presented to the City Council and made a part of the permanent records of the City; and

WHEREAS, more than thirty (30) days have expired from the dates of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon was filed with the City Clerk requesting that either question of the issuance of the Alternate Bonds for the Project be submitted to referendum; and

WHEREAS, the Project constitutes lawful corporate purposes within the meaning of the Act; and

WHEREAS, the City Council has been authorized to issue the Alternate Bonds in the amount of \$6,000,000 in accordance with the provisions of the Act and the Authorizing Ordinance; none of such bonds have heretofore been issued; and the City Council hereby determines that it is necessary and advisable that there be issued at this time \$6,000,000 of the authorized amount; and

WHEREAS, the Alternate Bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes, both as hereinafter defined; and

WHEREAS, the City Council hereby determines that the Pledged Revenues will provide in each year to final maturity of the proposed Alternate Bonds an amount not less than 1.25 times debt service of the proposed Alternate Bonds and the City’s General Obligation Bonds (Alternate Revenue Source), Series 2009B (the “Series 2009B Bonds”), expected to be issued on the same date as the proposed Alternate Bonds, after taking into account any additional revenues pledged to the Series 2009B Bonds; and

WHEREAS, such determination of the sufficiency of the Pledged Revenues is supported by a report prepared by Speer Financial, Inc.; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, the Mayor, on the 23rd day of September, 2008, executed an Order calling a public hearing (the “Hearing”) for the 7th day of October, 2008, concerning the intent of the City Council to sell \$6,000,000 General Obligation Bonds (Alternate Revenue Source) to fund a portion of the Project; and

WHEREAS, notice of the Hearing was given by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Journal Gazette & Times-Courier*, the same being a newspaper having general circulation in the City; and

WHEREAS, the Hearing was held on the 7th day of October, 2008, and at the Hearing, the City Council explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 7th day of October, 2008, and not less than seven (7) days have passed since the final adjournment of the Hearing.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Act” means, collectively, the Illinois Municipal Code, as supplemented and amended, the Local Government Debt Reform Act, as supplemented and amended, and the other Omnibus Bond Acts, as supplemented and amended.

“Additional Bonds” means any alternate bonds issued in the future in accordance with the provisions of the Act on a parity with and sharing ratably and equally in the Pledged Revenues.

“Arbitrage Instructions” means the Arbitrage Instructions in the City’s Federal Tax Certificate, as the same may be amended or supplemented in accordance with the provisions thereof.

“Bond Counsel” means Gilmore & Bell, P.C., St. Louis, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bondowner” or **“Registered Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bond Year” means the twelve-calendar-month period commencing on December 2 of each year and ending on the following December 1.

“Bonds” means the General Obligation Bonds (Alternate Revenue Source), Series 2009A, authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“City” means the City of Mattoon, Illinois, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Construction Fund” means the Fund by that name created by **Section 501** hereof.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement attached to this Ordinance as **Exhibit C**.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in an escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody's Investors Service, Inc. (presently "Aaa") or Standard & Poor's (presently "AAA").

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Ordinance" means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Paying Agent" means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, and any successors or assigns.

"Permitted Investments" means any of the following securities, if and to the extent the same are at the time legal for investment of the City's funds:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Illinois, or any political subdivision of the State of Illinois, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bankholding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and that have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the City's benefit;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation; and

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) money market funds rated in the highest rating category by Moody's Investors Service, Inc. (presently "Aaa") or Standard & Poor's (presently "AAA").

"Person" means any natural person, corporation, limited liability company, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Pledged Moneys" means Pledged Revenues and Pledged Taxes.

"Pledged Revenues" means the 1/2% non-home rule sales tax imposed by the City.

"Pledged Revenues Account" means the Pledged Revenues Account established in the Debt Service Fund pursuant to **Section 501** of this Ordinance.

"Pledged Taxes" means the ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount and pledged by the City as security for the Bonds.

"Pledged Taxes Account" means the Pledged Taxes Account established in the Debt

Service Fund pursuant to **Section 501** of this Ordinance.

“Project” means acquiring, constructing, renovating and improving various capital improvement projects in the City, including, but not limited to, construction of storm drainage detention and management facilities, acquisition of land, road and sidewalk improvements, park and recreational facility improvements and new building construction.

“Purchaser” means _____, _____, _____, the original purchaser of the Bonds.

“Rebate Fund” means the fund by that name referred to in **Section 501** hereof.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

“Series 2009B Bonds” means the General Obligation Bonds (Alternate Revenue Source), Series 2009B, expected to be issued by the City on the same date as the Bonds.

“Special Record Date” means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204** hereof.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds (Alternate Revenue Source), Series 2009A, of the City in the principal amount of \$6,000,000 (the "Bonds"), which are being issued for the purpose of paying (a) the costs of the Project and (b) the costs of issuance of the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully-registered bonds without coupons, numbered from 1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated April 15, 2009, shall become due in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates per annum, as follows:

SERIAL BONDS

<u>Stated Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
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TERM BONDS

<u>Stated Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
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The Bonds shall bear interest at the above-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2010.

Section 203. Designation of Paying Agent.

(a) The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

(b) The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Bondowners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

(c) Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States of America or of the State of Illinois, and subject to supervision or examination by federal or state regulatory authority.

(d) The Paying Agent shall be paid its fees and expenses for its services in connection with the Bonds.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal payment office designated by the Paying Agent.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (1) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the

Paying Agent in writing by such Registered Owner or (2) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Registered Owner, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

(d) Any payment of principal of, Redemption Price, or interest on the Bonds that becomes due on a day which is not a Business Day shall be made on the next succeeding Business Day without additional interest accruing after the stated due date.

(e) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time period) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time period. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(f) The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds, and shall, at the written request of the City, forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal corporate trust office of the Paying Agent or such other office designated by the Paying Agent, the Paying Agent shall transfer or

exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required (1) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners. The authority of any designated representative of such Registered Owners must be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for

the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser, or shall hold the Bonds as “FAST Agent” for the benefit of the Beneficial Owners (as hereinafter defined), upon payment to the City of the purchase price of the Bonds.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (1) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent to save each of the City and the Paying Agent harmless, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City may, in its discretion, direct the Paying Agent to pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of

the City's prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the City.

Section 209. Preliminary and Final Official Statement.

(a) The Preliminary Official Statement, in the form attached hereto as **Exhibit B**, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and City Clerk are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

(b) For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

(c) The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of Bonds. The sale of the Bonds to the Purchaser at a purchase price of \$_____ is hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale.

Section 211. Securities Depository.

(a) For purposes of this **Section 211**, the following terms shall have the following meanings:

“Beneficial Owner” means, whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person’s subrogee.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” means The Depository Trust Company of New York, New York.

“Participant” means any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” means the representation letters from the City and the Paying Agent to DTC with respect to the Bonds.

(b) The Bonds shall be initially issued as one single authenticated fully registered bond for each Stated Maturity. Upon initial issuance, the ownership of such Bonds shall be registered in the City’s Bond Register kept by the Paying Agent in the name of Cede & Co., as nominee of DTC. The Paying Agent and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or Redemption Price of and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Paying Agent nor the City shall be affected by any notice to the contrary. Neither the Paying Agent nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register kept by the Paying Agent as being a Registered Owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal or Redemption Price of and interest on the Bonds, with respect to any notice which is permitted or required to be given to the Registered Owners of Bonds under this Ordinance, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as Registered Owner of the Bonds. The Paying Agent shall pay all principal or Redemption Price of and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than DTC (or the Paying Agent as “FAST Agent”) shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Paying Agent of written notice to the effect

that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) If the Participants holding a majority position in the Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain certificated Bonds, the Participants may notify the Securities Depository and the Paying Agent, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) If any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the Registered Owners thereof of the Bonds to be transferred or exchange and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Ordinance. If Bonds are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds and the method of payment of principal or Redemption Price of and interest on such bonds. To the extent that Bonds are issued to holders other than DTC, the Paying Agent may rely on information provided by DTC or any Participant as to the names, addresses of and principal amounts held by the Beneficial Owners of the Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) *Optional Redemption.* At the option of the City, Bonds or portions thereof maturing on December 1, 2018 and thereafter may be called for redemption and payment prior to their Stated Maturity on December 1, 2017 and thereafter, as a whole or in part at any time in such order of maturity as directed by the City (but in inverse order if none is specified) at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Sinking Fund Redemption.* The Bonds maturing in the year 20____

(the “20__ Term Bonds”) shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. Moneys on deposit in the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on December 1 in each year, the following principal amounts of the 20__ Term Bonds:

<u>Year</u>	<u>Principal Amount</u>
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*Final Maturity

The Bonds maturing in the year 20__ (the “20__ Term Bonds,” and together with the 20__ Term Bonds, the “Term Bonds”) shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. Moneys on deposit in the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on December 1 in each year, the following principal amounts of the 20__ Term Bonds:

<u>Year</u>	<u>Principal Amount</u>
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*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated

Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of the City's written instructions specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by or on the City's behalf not less than 45 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturities as determined by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first class mail at least 30 days but not more than 60 days prior to the Redemption Date to the Purchaser and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, Stated Maturity and, in the case of the partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;

(4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal payment office of the Paying Agent or such other office designated by the Paying Agent.

(c) Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

(d) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(e) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

(f) In addition to the foregoing notice, further notice shall be given by the Paying Agent on the City's behalf as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least one day before the mailing of notice to Registered Owners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed therewith the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

(g) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the City's territorial limits. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax.

(a) For the purpose of providing for the payment of the principal or Redemption Price of and interest on the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts

necessary for the payment of such principal or Redemption Price of and interest as the same becomes due and payable in each year, as follows:

<u>For the Year</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
2009	\$ for principal and interest due June 1, 2010 and December 1, 2010
2010	\$ for principal and interest due June 1, 2011 and December 1, 2011
2011	\$ for principal and interest due June 1, 2012 and December 1, 2012
2012	\$ for principal and interest due June 1, 2013 and December 1, 2013
2013	\$ for principal and interest due June 1, 2014 and December 1, 2014
2014	\$ for principal and interest due June 1, 2015 and December 1, 2015
2015	\$ for principal and interest due June 1, 2016 and December 1, 2016
2016	\$ for principal and interest due June 1, 2017 and December 1, 2017
2017	\$ for principal and interest due June 1, 2018 and December 1, 2018
2018	\$ for principal and interest due June 1, 2019 and December 1, 2019
2019	\$ for principal and interest due June 1, 2020 and December 1, 2020
2020	\$ for principal and interest due June 1, 2021 and December 1, 2021
2021	\$ for principal and interest due June 1, 2022 and December 1, 2022
2022	\$ for principal and interest due June 1, 2023 and December 1, 2023
2023	\$ for principal and interest due June 1, 2024 and December 1, 2024
2024	\$ for principal and interest due June 1, 2025 and December 1, 2025
2025	\$ for principal and interest due June 1, 2026 and December 1, 2026
2026	\$ for principal and interest due June 1, 2027 and December 1, 2027
2027	\$ for principal and interest due June 1, 2028 and December 1, 2028

(b) The taxes referred to above shall be extended upon the tax rolls in each of the

several years, respectively, and shall be levied and collected at the same time and in the same manner as the City's other ad valorem taxes are levied and collected. The proceeds derived from said taxes shall be deposited in the Pledged Taxes Account of the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal or Redemption Price of and interest on the Bonds as and when the same become due, and the fees and expenses of the Paying Agent.

(c) If at any time said taxes are not collected in time to pay the principal or Redemption Price of and interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or Redemption Price of and interest on the Bonds out of the City's general funds and to reimburse said general funds for money so expended when said taxes are collected.

(d) The City covenants and agrees with the Registered Owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Pledged Taxes Account of the Debt Service Fund.

(e) Notwithstanding anything to the contrary herein, the City may abate the foregoing taxes when legally available moneys, including Pledged Revenues, have been irrevocably deposited in the Debt Service Fund in an amount sufficient to pay debt service on all Outstanding Bonds in the next succeeding Bond Year. The City shall, prior to the time the Pledged Taxes levied in such calendar year are extended, file an appropriate certification of such abatement with the County Clerk of Coles County, Illinois. If for any reason there is abatement of such levy of taxes and the failure thereafter to pay the principal of and interest on the Bonds, the additional amount, together with accrued interest, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 403. Filing of Ordinance. Upon the passage of this Ordinance, the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of Coles County, Illinois, and it shall be the duty of said County Clerk for each of the years required to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed in the Pledged Taxes Account of the Debt Service Fund.

Section 404. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys as provided herein and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, as provided in **Section 402**, in which case the amount of the Outstanding Bonds shall be

included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds. There have been or shall be established in the City's treasury and shall be held and administered by the City Treasurer the following separate funds and accounts:

- (a) Debt Service Fund consisting of a Pledged Revenues Account and a Pledged Taxes Account.
- (b) Construction Fund.
- (c) Rebate Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:

- (a) Any accrued interest on the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) Any remaining proceeds of the Bonds shall be deposited in the Construction Fund and applied in accordance with **Section 503** hereof.

Section 503. Application of Moneys in the Construction Fund.

(a) Moneys in the Construction Fund shall be used by the City solely for the purpose of (1) paying the costs of the Project in accordance with the plans and specifications to be approved by the City Council and filed in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the City's architects and engineers and approved by the City Council, and (2) paying the costs and expenses of issuing the Bonds.

(b) The City Treasurer shall make withdrawals from the Construction Fund upon satisfaction that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

(c) Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Money in Debt Service Fund.

(a) All of the Pledged Moneys designated to pay the principal of and interest on the Outstanding Bonds shall be set aside and deposited by the City Treasurer into the Debt Service Fund in accordance with the terms hereof, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Outstanding Bonds are secured by a pledge of all of the moneys on deposit in the Debt Service Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

(b) The Pledged Moneys are to be paid to the City Treasurer by the officers who collect or receive the Pledged Moneys. The City Treasurer shall transfer and deposit the Pledged Moneys into the Debt Service Fund in accordance with the terms of this Ordinance. The moneys on deposit in the Debt Service Fund shall be used by the City solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as hereinafter provided to the separate accounts hereby created within the Debt Service Fund to be known as the “Pledged Revenues Account” and the “Pledged Taxes Account.”

(1) *Pledged Revenues Account.* In each calendar year, the City Treasurer shall transfer and deposit into the Pledged Revenues Account such amount of the Pledged Revenues as may be necessary until there is accumulated and held, in cash and investments, in the Pledged Revenues Account in that calendar year and before the abatement of the Pledged Taxes levied in such calendar year, an amount sufficient to pay the principal of and interest on the Outstanding Bonds due in the next succeeding Bond Year.

Credits to the Pledged Revenues Account may be suspended in any calendar year at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet the principal and interest requirements for said Account for the balance of such calendar year, but such credits shall again be resumed at the beginning of the next calendar year.

(2) *Pledged Taxes Account.* The City Treasurer shall deposit the Pledged Taxes to the credit of the Pledged Taxes Account, which Pledged Taxes are irrevocably pledged and shall be used only for the purpose of paying the principal of and interest on the Outstanding Bonds.

(c) In the event that there shall be moneys to the credit of both the Pledged Revenues Account and the Pledged Taxes Account in the Debt Service Fund on any interest payment date for the Outstanding Bonds, the Pledged Taxes Account shall be fully depleted before moneys to the credit of the Pledged Revenues Account shall be used to pay principal of or interest on the Outstanding Bonds.

(d) Any money or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the City's general fund.

Section 505. Application of Money in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Arbitrage Instructions. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy any rebate liability, for payment to the United States of America, and neither the City nor the Registered Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Arbitrage Instructions.

(b) The City shall periodically determine the amount of arbitrage rebate under Section 148(f) of the Code in accordance with the Arbitrage Instructions, and the City shall make payments to the United States of America at the times and in the amounts determined under the Arbitrage Instructions. Any money remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebate liability or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, including in particular **Article VII** hereof, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Arbitrage Instructions shall survive the defeasance or payment in full of the Bonds.

Section 506. Deposits and Investment of Money.

(a) Money in each of the funds or accounts created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Illinois that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Illinois. All money held in the funds or accounts created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

(b) Money held in any fund or account referred to in this Ordinance may be invested by the City Treasurer at the direction of the City Council, in accordance with this Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment may be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account.

Section 507. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof

for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 508. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the Maturity Amount, principal of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Illinois;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be

of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. Exception for Continuing Disclosure. This **Article VI** shall not apply to **Section 805** hereof regarding the City's continuing disclosure obligations, and Registered Owners or Beneficial Owners of the Bonds shall have no remedies for enforcement of said obligations other than the remedies provided for in **Section 805** hereof and the City's Continuing Disclosure Agreement, attached as **Exhibit C** hereto.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the Pledged Moneys and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Illinois and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and

irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond

Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The City hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the City hereby represents that:

(1) the aggregate face amount of all tax-exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds”) which will be issued by the City (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$30,000,000; and

(2) the City (including all subordinate entities thereof) will not issue an aggregate principal amount of obligations designated by the City to be “qualified tax-exempt obligations” during the calendar year in which the Bonds are issued, including the Bonds, in excess of \$30,000,000, without first obtaining an opinion of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

The Mayor or City Manager is hereby authorized to take such other action as may be necessary to make effective the designation in this subsection (e).

(f) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Ordinance, until the final maturity date of all Bonds Outstanding.

Section 802. Annual Audit.

(a) Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

(c) As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 803. Amendments.

(a) The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk. No such modification or alteration may:

- (1) extend the maturity of any payment of principal or interest due upon any Bond;
- (2) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (3) permit preference or priority of any Bond over any other Bond; or
- (4) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such

modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A**) if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Agreement, in substantially the same form attached as **Exhibit C** hereto, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Upon the City's failure to comply with the Continuing Disclosure Agreement, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by

court order, to cause the City to comply with its obligations under this Section.

Section 806. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 807. Additional Bonds.

(a) The City reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Outstanding Bonds; provided that no Additional Bonds shall be issued except in accordance with the provisions of the Act.

(b) Any such Additional Bonds which may be issued in compliance herewith shall be payable as to principal on December 1 and as to interest on June 1 and December 1 in each year in which principal and interest come due.

Section 808. Series 2009B Bonds. The Bonds and the Series 2009A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Pledged Revenues. The Bonds shall not have any priority with respect to the payment of principal or interest from the Pledged Revenues over the Series 2009B Bonds and the Series 2009B Bonds shall not have any priority with respect to the payment of principal or interest from the Pledged Revenues or otherwise over the Bonds.

Section 809. Further Authority. The officers of the City, including the Mayor, the City Administrator, the City Treasurer and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 810. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Registered Owners of the Bonds.

Section 811. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 812. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

[Remainder of Page Intentionally Left Blank]

Section 813. Effective Date. This Ordinance shall take effect and be in full force immediately from and after passage by the City Council.

Upon motion by _____ seconded by _____
adopted this 21st day of April, 2009, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this 21st day of April, 2009.

David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on April 21, 2009.

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**EXCEPT AS OTHERWISE PROVIDED IN THE
ORDINANCE (DESCRIBED HEREIN), THIS GLOBAL
BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN
PART, ONLY TO ANOTHER NOMINEE OF THE
SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR
TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A
NOMINEE OF A SUCCESSOR SECURITIES
DEPOSITORY.**

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**Registered
No. _____**

**Registered
\$ _____**

**CITY OF MATTOON, ILLINOIS
GENERAL OBLIGATION BOND
(ALTERNATE REVENUE SOURCE)
SERIES 2009A**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
	December 1, 20__	April 15, 2009	

REGISTERED OWNER: CEDE & CO.

**PRINCIPAL AMOUNT: _____
DOLLARS**

THE CITY OF MATTOON, ILLINOIS, a non home-rule city and political subdivision of the State of Illinois (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the dated date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for,

payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2010, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the Person in whose name this Bond is registered at the maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the principal payment office of The Bank of New York Mellon Trust Company, National Association (the "Paying Agent") in New York, New York or at any other payment office designated by the Paying Agent. The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Owner, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated "General Obligation Bonds (Alternate Revenue Source), Series 2009A," aggregating the principal amount of \$6,000,000 (the "Bonds"), issued by the City for the purpose of acquiring, constructing, renovating and improving various capital improvement projects in the City, including, but not limited to, construction of storm drainage detention and management facilities, acquisition of land, road and sidewalk improvements, park and recreational facility improvements and new building construction under the authority of and in full compliance with the constitution and laws of the State of Illinois, including the Illinois Municipal Code, the Local Government Debt Reform Act, and the other Omnibus Bond Acts, all as supplemented and amended (collectively, the "Act"), and an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the option of the City, Bonds or portions thereof maturing on December 1, 2018 and thereafter may be redeemed and paid prior to maturity on December 1, 2017 and thereafter, as a whole or in part at any time in such order of maturity as directed by the City (but in inverse order if none is specified) at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Bonds maturing on December 1, 20__ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance

on December 1, 20___, at the Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.

Bonds maturing on December 1, 20__ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance on December 1, 20___, at the Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the Purchaser and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year.

The Bonds are payable ratably and equally from (1) the 1/2% non-home rule sales tax imposed by the City (the "Pledged Revenues"), and (2) ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount (the "Pledged Taxes"), all in accordance with the provisions of the Act. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Depository Trust Company, New York, New York (the "Securities Depository"), is being issued and required to be deposited with the Securities Depository and immobilized in its custody or in the custody of the Paying Agent as its agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the City will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all

purposes, including (1) payments of principal of, redemption premium, if any, and interest on, this Bond, (2) notices and (3) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent and the City.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal corporate trust office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Illinois and that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal of and interest on the Bonds when due.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Title: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
One Metropolitan Square, Suite 2350
211 North Broadway
St. Louis, Missouri 63102

(LEGAL OPINION OF BOND COUNSEL)

**EXHIBIT B
TO ORDINANCE**

PRELIMINARY OFFICIAL STATEMENT

[On File in the Office of the City Clerk.]

**EXHIBIT C
TO ORDINANCE**

CONTINUING DISCLOSURE AGREEMENT

[On File in the Office of the City Clerk.]

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Ordinance of the City of Mattoon, Illinois, adopted by the City Council on April 21, 2009, authorizing the issuance of \$6,000,000 principal amount of General Obligation Bonds (Alternate Revenue Source), Series 2009A, as the same appears of record in my office, and that said Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: April 30, 2009.

(Seal)

City Clerk

GILMORE & BELL, P.C.
DRAFT 1 – APRIL 2, 2009
FOR DISCUSSION PURPOSES ONLY

ORDINANCE NO. 2009-5276_

OF THE

CITY OF MATTOON, ILLINOIS

PASSED

APRIL 21, 2009

\$4,000,000
TAXABLE GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCE)
SERIES 2009B

ORDINANCE

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Exhibit A - Form of Bonds

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ORDINANCE NO. 2009-5276

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2009B, OF THE CITY OF MATTOON, ILLINOIS; PRESCRIBING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Mattoon, Illinois (the “City”), is a non home rule city and political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois, including the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, as amended; and

WHEREAS, the City Council has determined that it is advisable, necessary and in the best interests of the City, in order to promote and protect the public health, welfare, safety and convenience of the residents of the City, to renovate and improve the Cross County Mall, including renovations to the façade, roof, HVAC, parking facilities and drainage facilities (collectively, the “Project”); and

WHEREAS, the estimated cost of the Project includes engineering, legal, financial, bond discount, printing and publication costs, capitalized interest and other expenses, and there are insufficient funds on hand and lawfully available to pay such cost; and

WHEREAS, such costs of the Project are expected to be paid for from cash on hand or expected to be on hand and lawfully available for the purpose and from the proceeds of alternate bonds authorized to be issued at this time pursuant to the Act (as defined herein); and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken and, in order to raise the funds required for such purpose, it will be necessary for the City to borrow \$4,000,000 and in evidence thereof to issue alternate bonds in the aggregate principal amount of \$4,000,000, all in accordance with the Act; and

WHEREAS, there are insufficient funds on hand and lawfully available to undertake the Project, and there exists a source of funds, other than enterprise revenues, received or available to be received by the City and available for any one or more of its corporate purposes, and as provided in the Act, the City is authorized to issue its general obligation bonds payable from such revenue source; and

WHEREAS, the City Council, on the 7th day of October, 2008, adopted Ordinance No. 2008-5263 (the “Authorizing Ordinances”), authorizing the issuance of certain alternate bonds, being general obligation bonds payable from a revenue source as provided by the Act (the “Alternate Bonds”), in an amount not to exceed \$4,000,000 for the Project; and

WHEREAS, on the 7th day of October, 2008, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in the *Journal Gazette & Times-Courier*, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice have heretofore been presented to the City Council and made a part of the permanent records of the City; and

WHEREAS, more than thirty (30) days have expired from the dates of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon was filed with the City Clerk requesting that either question of the issuance of the Alternate Bonds for the Project be submitted to referendum; and

WHEREAS, the Project constitutes lawful corporate purposes within the meaning of the Act; and

WHEREAS, the City Council has been authorized to issue the Alternate Bonds in the amount of \$4,000,000 in accordance with the provisions of the Act and the Authorizing Ordinance; none of such bonds have heretofore been issued; and the City Council hereby determines that it is necessary and advisable that there be issued at this time \$4,000,000 of the authorized amount; and

WHEREAS, the Alternate Bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes, both as hereinafter defined; and

WHEREAS, the City Council hereby determines that the Pledged Revenues will provide in each year to final maturity of the proposed Alternate Bonds an amount not less than 1.25 times debt service of the proposed Alternate Bonds and the City’s General Obligation Bonds (Alternate Revenue Source), Series 2009A (the “Series 2009A Bonds”), expected to be issued on the same date as the proposed Alternate Bonds; and

WHEREAS, such determination of the sufficiency of the Pledged Revenues is supported by a report prepared by Speer Financial, Inc.; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, the Mayor, on the 23rd day of September, 2008, executed an Order calling a public hearing (the “Hearing”) for the 7th day of October, 2008, concerning the intent of the City Council to sell \$4,000,000 Taxable General Obligation Bonds (Alternate Revenue Source) to fund a portion of the Project; and

WHEREAS, notice of the Hearing was given by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Journal Gazette & Times-Courier*, the same being a newspaper having general circulation in the City; and

WHEREAS, the Hearing was held on the 7th day of October, 2008, and at the Hearing, the City Council explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 7th day of October, 2008, and not less than seven (7) days have passed since the final adjournment of the Hearing.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Act” means, collectively, the Illinois Municipal Code, as supplemented and amended, the Local Government Debt Reform Act, as supplemented and amended, and the other Omnibus Bond Acts, as supplemented and amended.

“Additional Bonds” means any alternate bonds issued in the future in accordance with the provisions of the Act on a parity with and sharing ratably and equally in the Pledged Revenues.

“Bond Counsel” means Gilmore & Bell, P.C., St. Louis, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bondowner” or **“Registered Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bond Year” means the twelve-calendar-month period commencing on December 2 of each year and ending on the following December 1.

“Bonds” means the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2009B, authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“City” means the City of Mattoon, Illinois, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Construction Fund” means the Series 2009B Construction Fund established in **Section 501** hereof.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate attached to this Ordinance in substantially the same form as **Exhibit C** hereto.

“Debt Service Fund” means the Series 2009B Debt Service Fund established in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in an escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as

security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody's Investors Service, Inc. (presently "Aaa") or Standard & Poor's (presently "AAA").

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Ordinance" means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Paying Agent" means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, and any successors or assigns.

"Permitted Investments" means any of the following securities, if and to the extent the same are at the time legal for investment of the City's funds:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Illinois, or any political subdivision of the State of Illinois, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bankholding company, savings and

loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and that have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the City's benefit;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation; and

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) money market funds rated in the highest rating category by Moody's Investors Service, Inc. (presently "Aaa") or Standard & Poor's (presently "AAA").

"Person" means any natural person, corporation, limited liability company, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Pledged Moneys" means Pledged Revenues and Pledged Taxes.

"Pledged Revenues" means (a) the 1/2% non-home rule sales tax imposed by the City, (b) the tax increment financing revenues from the Broadway East Redevelopment Project Area designated by the City under the Tax Increment Allocation Redevelopment Act, and (c) the business district sales tax imposed by the City in the Broadway East Business District pursuant to the Business District Development and Redevelopment Act.

"Pledged Revenues Account" means the Pledged Revenues Account established in the Debt Service Fund pursuant to **Section 501** of this Ordinance.

"Pledged Taxes" means the ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount and pledged by the City as security for the Bonds.

"Pledged Taxes Account" means the Pledged Taxes Account established in the Debt Service Fund pursuant to **Section 501** of this Ordinance.

“Project” means renovating and improving the Cross County Mall, including renovations to the façade, roof, HVAC, parking facilities and drainage facilities.

“Purchaser” means _____, _____, _____, the original purchaser of the Bonds.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

“Series 2009A Bonds” means the General Obligation Bonds (Alternate Revenue Source), Series 2009A, expected to be issued by the City on the same date as the Bonds.

“Special Record Date” means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204** hereof.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2009B, of the City in the principal amount of \$4,000,000 (the “Bonds”), which are being issued for the purpose of paying (a) the costs of the Project and (b) the costs of issuance of the

Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully-registered bonds without coupons, numbered from 1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated April 15, 2009, shall become due in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates per annum, as follows:

SERIAL BONDS

Stated Maturity <u>December 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
--	--	---

TERM BONDS

Stated Maturity <u>December 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
--	--	---

The Bonds shall bear interest at the above-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2010.

Section 203. Designation of Paying Agent.

(a) The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

(b) The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Bondowners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

(c) Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States of America or of the State of Illinois, and subject to supervision or examination by federal or state regulatory authority.

(d) The Paying Agent shall be paid its fees and expenses for its services in connection with the Bonds.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal payment office designated by the Paying Agent.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (1) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Registered Owner, containing the electronic transfer instructions including the bank (which shall be in the

continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

(d) Any payment of principal of, Redemption Price, or interest on the Bonds that becomes due on a day which is not a Business Day shall be made on the next succeeding Business Day without additional interest accruing after the stated due date.

(e) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time period) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time period. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(f) The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds, and shall, at the written request of the City, forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal corporate trust office of the Paying Agent or such other office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner

thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required (1) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners. The authority of any designated representative of such Registered Owners must be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office

until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser, or shall hold the Bonds as “FAST Agent” for the benefit of the Beneficial Owners (as hereinafter defined), upon payment to the City of the purchase price of the Bonds.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (1) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent to save each of the City and the Paying Agent harmless, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City may, in its discretion, direct the Paying Agent to pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the City’s prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either

at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the City.

Section 209. Preliminary and Final Official Statement.

(a) The Preliminary Official Statement, in the form attached hereto as **Exhibit B**, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and City Clerk are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

(b) For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

(c) The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of Bonds. The sale of the Bonds to the Purchaser at a purchase price of \$_____ is hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale.

Section 211. Securities Depository.

(a) For purposes of this **Section 211**, the following terms shall have the following meanings:

“Beneficial Owner” means, whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person’s subrogee.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” means The Depository Trust Company of New York, New York.

“Participant” means any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” means the representation letters from the City and the Paying Agent to DTC with respect to the Bonds.

(b) The Bonds shall be initially issued as one single authenticated fully registered bond for each Stated Maturity. Upon initial issuance, the ownership of such Bonds shall be registered in the City’s Bond Register kept by the Paying Agent in the name of Cede & Co., as nominee of DTC. The Paying Agent and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or Redemption Price of and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Paying Agent nor the City shall be affected by any notice to the contrary. Neither the Paying Agent nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register kept by the Paying Agent as being a Registered Owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal or Redemption Price of and interest on the Bonds, with respect to any notice which is permitted or required to be given to the Registered Owners of Bonds under this Ordinance, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as Registered Owner of the Bonds. The Paying Agent shall pay all principal or Redemption Price of and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than DTC (or the Paying Agent as “FAST Agent”) shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Paying Agent of written notice to the effect

that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) If the Participants holding a majority position in the Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain certificated Bonds, the Participants may notify the Securities Depository and the Paying Agent, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) If any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the Registered Owners thereof of the Bonds to be transferred or exchange and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Ordinance. If Bonds are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds and the method of payment of principal or Redemption Price of and interest on such bonds. To the extent that Bonds are issued to holders other than DTC, the Paying Agent may rely on information provided by DTC or any Participant as to the names, addresses of and principal amounts held by the Beneficial Owners of the Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) *Optional Redemption.* At the option of the City, Bonds or portions thereof maturing on December 1, 2018 and thereafter may be called for redemption and payment prior to their Stated Maturity on December 1, 2017 and thereafter, as a whole or in part at any time in such order of maturity as directed by the City at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Sinking Fund Redemption.* The Bonds maturing in the year 20___ (the "20___ Term Bonds") shall be subject to mandatory redemption and payment prior to Stated

Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. Moneys on deposit in the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on December 1 in each year, the following principal amounts of the 20__ Term Bonds:

<u>Year</u>	<u>Principal Amount</u>
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*Final Maturity

The Bonds maturing in the year 20__ (the “20__ Term Bonds,” and together with the 20__ Term Bonds, the “Term Bonds”) shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. Moneys on deposit in the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on December 1 in each year, the following principal amounts of the 20__ Term Bonds:

<u>Year</u>	<u>Principal Amount</u>
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*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited

on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of the City's written instructions specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by or on the City's behalf not less than 45 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturities as determined by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first class mail at least 30 days but not more than 60 days prior to the Redemption Date to the Purchaser and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, Stated Maturity and, in the case of the partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;

(4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal payment office of the Paying Agent or such other office designated by the Paying Agent.

(c) Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

(d) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(e) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

(f) In addition to the foregoing notice, further notice shall be given by the Paying Agent on the City's behalf as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least one day before the mailing of notice to Registered Owners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed therewith the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

(g) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the City's territorial limits. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax.

(a) For the purpose of providing for the payment of the principal or Redemption Price of and interest on the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of such principal or Redemption Price of and interest as the same

becomes due and payable in each year, as follows:

<u>For the</u> <u>Year</u>		<u>A Tax Sufficient</u> <u>to Produce the Sum of:</u>
2009	\$	for principal and interest due June 1, 2010 and December 1, 2010
2010	\$	for principal and interest due June 1, 2011 and December 1, 2011
2011	\$	for principal and interest due June 1, 2012 and December 1, 2012
2012	\$	for principal and interest due June 1, 2013 and December 1, 2013
2013	\$	for principal and interest due June 1, 2014 and December 1, 2014
2014	\$	for principal and interest due June 1, 2015 and December 1, 2015
2015	\$	for principal and interest due June 1, 2016 and December 1, 2016
2016	\$	for principal and interest due June 1, 2017 and December 1, 2017
2017	\$	for principal and interest due June 1, 2018 and December 1, 2018
2018	\$	for principal and interest due June 1, 2019 and December 1, 2019
2019	\$	for principal and interest due June 1, 2020 and December 1, 2020
2020	\$	for principal and interest due June 1, 2021 and December 1, 2021
2021	\$	for principal and interest due June 1, 2022 and December 1, 2022
2022	\$	for principal and interest due June 1, 2023 and December 1, 2023
2023	\$	for principal and interest due June 1, 2024 and December 1, 2024
2024	\$	for principal and interest due June 1, 2025 and December 1, 2025
2025	\$	for principal and interest due June 1, 2026 and December 1, 2026
2026	\$	for principal and interest due June 1, 2027 and December 1, 2027
2027	\$	for principal and interest due June 1, 2028 and December 1, 2028

(b) The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same

manner as the City's other ad valorem taxes are levied and collected. The proceeds derived from said taxes shall be deposited in the Pledged Taxes Account of the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal or Redemption Price of and interest on the Bonds as and when the same become due, and the fees and expenses of the Paying Agent.

(c) If at any time said taxes are not collected in time to pay the principal or Redemption Price of and interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or Redemption Price of and interest on the Bonds out of the City's general funds and to reimburse said general funds for money so expended when said taxes are collected.

(d) The City covenants and agrees with the Registered Owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Pledged Taxes Account of the Debt Service Fund.

(e) Notwithstanding anything to the contrary herein, the City may abate the foregoing taxes when legally available moneys, including Pledged Revenues, have been irrevocably deposited in the Debt Service Fund in an amount sufficient to pay debt service on all Outstanding Bonds in the next succeeding Bond Year. The City shall, prior to the time the Pledged Taxes levied in such calendar year are extended, file an appropriate certification of such abatement with the County Clerk of Coles County, Illinois. If for any reason there is abatement of such levy of taxes and the failure thereafter to pay the principal of and interest on the Bonds, the additional amount, together with accrued interest, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 403. Filing of Ordinance. Upon the passage of this Ordinance, the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of Coles County, Illinois, and it shall be the duty of said County Clerk for each of the years required to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed in the Pledged Taxes Account of the Debt Service Fund.

Section 404. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys as provided herein and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, as provided in **Section 402**, in which case the amount of the Outstanding Bonds shall be included in the computation of indebtedness of the City for purposes of all statutory provisions

or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds. There shall be established in the City's treasury and shall be held and administered by the City Treasurer the following separate funds and accounts:

- (a) Debt Service Fund consisting of a Pledged Revenues Account and a Pledged Taxes Account.
- (b) Construction Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:

- (a) Any accrued interest on the Bonds shall be deposited in the Pledged Revenues Account of the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) Any remaining proceeds of the Bonds shall be deposited in the Construction Fund and applied in accordance with **Section 503** hereof.

Section 503. Application of Moneys in the Construction Fund.

(a) Moneys in the Construction Fund shall be used by the City solely for the purpose of (1) paying the costs of the Project in accordance with the plans and specifications to be approved by the City Council and filed in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the City's architects and engineers and approved by the City Council, and (2) paying the costs and expenses of issuing the Bonds.

(b) The City Treasurer shall make withdrawals from the Construction Fund upon satisfaction that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

(c) Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt

Service Fund.

Section 504. Application of Money in Debt Service Fund.

(a) All of the Pledged Moneys designated to pay the principal of and interest on the Outstanding Bonds shall be set aside and deposited by the City Treasurer into the Debt Service Fund in accordance with the terms hereof, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Outstanding Bonds are secured by a pledge of all of the moneys on deposit in the Debt Service Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

(b) The Pledged Moneys are to be paid to the City Treasurer by the officers who collect or receive the Pledged Moneys. The City Treasurer shall transfer and deposit the Pledged Moneys into the Debt Service Fund in accordance with the terms of this Ordinance. The moneys on deposit in the Debt Service Fund shall be used by the City solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as hereinafter provided to the separate accounts hereby created within the Debt Service Fund to be known as the "Pledged Revenues Account" and the "Pledged Taxes Account."

(1) *Pledged Revenues Account.* In each calendar year, the City Treasurer shall transfer and deposit into the Pledged Revenues Account such amount of the Pledged Revenues as may be necessary until there is accumulated and held, in cash and investments, in the Pledged Revenues Account in that calendar year and before the abatement of the Pledged Taxes levied in such calendar year, an amount sufficient to pay the principal of and interest on the Outstanding Bonds due in the next succeeding Bond Year.

Credits to the Pledged Revenues Account may be suspended in any calendar year at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet the principal and interest requirements for said Account for the balance of such calendar year, but such credits shall again be resumed at the beginning of the next calendar year.

(2) *Pledged Taxes Account.* The City Treasurer shall deposit the Pledged Taxes to the credit of the Pledged Taxes Account, which Pledged Taxes are irrevocably pledged and shall be used only for the purpose of paying the principal of and interest on the Outstanding Bonds.

(c) In the event that there shall be moneys to the credit of both the Pledged Revenues Account and the Pledged Taxes Account in the Debt Service Fund on any interest payment date for the Outstanding Bonds, the Pledged Taxes Account shall be fully depleted before moneys to the credit of the Pledged Revenues Account shall be used to pay principal of or interest on the Outstanding Bonds.

(d) Any money or investments remaining in the Debt Service Fund after the

retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the City's general fund.

Section 505. Deposits and Investment of Money.

(a) Money in each of the funds or accounts created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Illinois that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Illinois. All money held in the funds or accounts created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

(b) Money held in any fund or account referred to in this Ordinance may be invested by the City Treasurer at the direction of the City Council, in accordance with this Ordinance, in Permitted Investments; provided, however, that no such investment may be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account.

Section 506. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 507. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the Maturity Amount, principal of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Illinois;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any

Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. Exception for Continuing Disclosure. This **Article VI** shall not apply to **Section 805** hereof regarding the City's continuing disclosure obligations, and Registered Owners or Beneficial Owners of the Bonds shall have no remedies for enforcement of said obligations other than the remedies provided for in **Section 805** hereof and the City's Continuing Disclosure Certificate.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the Pledged Moneys and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Illinois and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 801. Annual Audit.

(a) Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

(c) As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 802. Amendments.

(a) The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk. No such modification or alteration may:

(1) extend the maturity of any payment of principal or interest due upon any Bond;

(2) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;

(3) permit preference or priority of any Bond over any other Bond; or

(4) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 803. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A**) if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and

other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 804. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Certificate, in substantially the same form attached as **Exhibit C** hereto, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Upon the City's failure to comply with the Continuing Disclosure Certificate, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 805. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 806. Additional Bonds.

(a) The City reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Outstanding Bonds; provided that no Additional Bonds shall be issued except in accordance with the provisions of the Act.

(b) Any such Additional Bonds which may be issued in compliance herewith shall be payable as to principal on December 1 and as to interest on June 1 and December 1 in each year in which principal and interest come due.

Section 807. Series 2009A Bonds. The Bonds and the Series 2009A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Pledged Revenues. The Bonds shall not have any priority with respect to the payment of principal or interest from the Pledged Revenues over the Series 2009A Bonds and the Series 2009A Bonds shall not have any priority with respect to the payment of principal or interest from the Pledged Revenues or otherwise over the Bonds.

Section 808. Further Authority. The officers of the City, including the Mayor, the City Administrator, the City Treasurer and the City Clerk, are hereby authorized and directed to

execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 809. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Registered Owners of the Bonds.

Section 810. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 811. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

Section 812. Effective Date. This Ordinance shall take effect and be in full force immediately from and after passage by the City Council.

Upon motion by _____ seconded by _____
adopted this 21st day of April, 2009, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____
ABSENT (Names): _____

Approved this 21st day of April, 2009.

David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on April 21, 2009.

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**EXCEPT AS OTHERWISE PROVIDED IN THE
ORDINANCE (DESCRIBED HEREIN), THIS GLOBAL
BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN
PART, ONLY TO ANOTHER NOMINEE OF THE
SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR
TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A
NOMINEE OF A SUCCESSOR SECURITIES
DEPOSITORY.**

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**Registered
No. _____**

**Registered
\$ _____**

**CITY OF MATTOON, ILLINOIS
TAXABLE GENERAL OBLIGATION BOND
(ALTERNATE REVENUE SOURCE)
SERIES 2009B**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
	December 1, 20__	April 15, 2009	

REGISTERED OWNER: CEDE & CO.

**PRINCIPAL AMOUNT: _____
DOLLARS**

THE CITY OF MATTOON, ILLINOIS, a non home-rule city and political subdivision of the State of Illinois (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the dated date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for,

payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2010, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the Person in whose name this Bond is registered at the maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the principal payment office of The Bank of New York Mellon Trust Company, National Association (the "Paying Agent") in New York, New York or at any other payment office designated by the Paying Agent. The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Owner, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated "Taxable General Obligation Bonds (Alternate Revenue Source), Series 2009B," aggregating the principal amount of \$4,000,000 (the "Bonds"), issued by the City for the purpose of renovating and improving the Cross County Mall, including renovations to the façade, roof, HVAC, parking facilities and drainage facilities under the authority of and in full compliance with the constitution and laws of the State of Illinois, including the Illinois Municipal Code, the Local Government Debt Reform Act, and the other Omnibus Bond Acts, all as supplemented and amended (collectively, the "Act"), and an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the option of the City, Bonds or portions thereof maturing on December 1, 2018 and thereafter may be redeemed and paid prior to maturity on December 1, 2017 and thereafter, as a whole or in part at any time in such order of maturity as directed by the City (but in inverse order if none is specified) at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Bonds maturing on December 1, 20___ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance on December 1, 20___, at the Redemption Price equal to 100% of the principal amount thereof

plus accrued interest to the Redemption Date.

Bonds maturing on December 1, 20__ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance on December 1, 20___, at the Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the Purchaser and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year.

The Bonds are payable ratably and equally from (1) the 1/2% non-home rule sales tax imposed by the City, (2) the tax increment financing revenues from the Broadway East Redevelopment Project Area designated by the City under the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code, (3) the business district sales tax imposed by the City in the Broadway East Business District pursuant to the Business District Development and Redevelopment Act of the Illinois Municipal Code (collectively, the "Pledged Revenues"), and (4) ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount (the "Pledged Taxes"), all in accordance with the provisions of the Act. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Depository Trust Company, New York, New York (the "Securities Depository"), is being issued and required to be deposited with the Securities Depository and immobilized in its custody or in the custody of the Paying Agent as its agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of

such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the City will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (1) payments of principal of, redemption premium, if any, and interest on, this Bond, (2) notices and (3) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent and the City.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal corporate trust office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Illinois and that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal of and interest on the Bonds when due.

IN WITNESS WHEREOF, THE CITY OF MATTOON, ILLINOIS, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF MATTOON, ILLINOIS

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION,
Paying Agent

(Seal)

ATTEST:

By _____

Authorized Signatory

City Clerk



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Title: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
One Metropolitan Square, Suite 2350
211 North Broadway
St. Louis, Missouri 63102

(LEGAL OPINION OF BOND COUNSEL)

**EXHIBIT B
TO ORDINANCE**

PRELIMINARY OFFICIAL STATEMENT

[On File in the Office of the City Clerk.]

**EXHIBIT C
TO ORDINANCE**

CONTINUING DISCLOSURE CERTIFICATE

[On File in the Office of the City Clerk.]

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Ordinance of the City of Mattoon, Illinois, adopted by the City Council on April 21, 2009, authorizing the issuance of \$4,000,000 principal amount of Taxable General Obligation Bonds (Alternate Revenue Source), Series 2009B, as the same appears of record in my office, and that said Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: April 30, 2009.

(Seal)

City Clerk

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2009-1326

AN ORDINANCE APPROVING A CONTRACT WITH CENTRAL STATES FIREWORKS, INC OF ATHENS, ILLINOIS.

WHEREAS, the City of Mattoon has previously contracted with Central States Fireworks for five years and has developed a solid working relationship; and,

WHEREAS, Central States Fireworks has served the City of Mattoon with consistent and safe displays with the best of interest of the City of Mattoon in mind; and,

WHEREAS, the City of Mattoon considers Central States Fireworks a beneficial partner in the Fourth of July Fireworks event.

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

Section 1. The Mayor and City Clerk are hereby authorized to enter into a contract with Central States Fireworks, Inc. of Athens, Illinois for 4th of July fireworks observances in the years 2009, 2010, 2011, 2012 and 2013 without further consideration or approval by the Mattoon, Illinois City Council.

Section 2. This ordinance shall be effective upon its approval as provided by law.

Upon motion by _____, seconded by _____, adopted this _____ day of _____, 2009, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on _____, 2009.

CENTRAL STATES FIREWORKS

FINEST IN DISPLAY FIREWORKS
18034 Kincaid Street, Athens, IL 62613
(217) 636-7598 FAX (217) 636-7618

AGREEMENT

Central States Fireworks, Inc., having its principal place of business at Athens, IL, hereafter referred to as the Seller, and the City of Mattoon, hereafter referred to as Buyer, agree to enter into a five-year exclusive contract for the purchase of display fireworks. This agreement is made and entered into this _____ day of _____, 2009, and will be in effect only if the buyer purchases a fireworks display.

The budgeted amount will be \$15,000.00 for each year of this agreement. The time period of this agreement will include the years 2009, 2010, 2011, 2012 and 2013. The Buyer will have the authority to increase this amount if the Buyer chooses. The Seller shall not have the authority to increase this amount unless requested to by the Buyer.

As an incentive for signing this agreement, Seller will provide an additional amount of fireworks equal to 5% of the budgeted amount each year of the contract.

The Seller shall, by February 1st of each year of this agreement, submit a program to the Buyer based upon that particular year's budgeted amount, including the incentive percentage. This shall include the services of the Seller's pyrotechnician to take charge of and fire the display on the date and time agreed to. **All applicable sales taxes will be added to the above agreed upon amount unless a copy of the Buyer's tax exempt certificate is attached to this contract.**

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties.
2. The Buyer shall pay to the Seller the sum of \$3,000.00 as a down payment upon receipt and approval of the appropriate year's program. The balance of \$12,000.00 shall be due and payable in full within thirty (30) days after the date of the fireworks display. A service charge of one and one-half percent (1.5%) per month shall be added to the unpaid balance if the account is not paid in full within thirty (30) days from the date of the show. Buyer agrees to pay all collection agency fees incurred by Seller if, after 90 days from date of display, Seller deems it necessary to hire a collection agency (unless other payment arrangements are made with Seller by Buyer).

3. If there is a one (1) hour or more delay in firing the fireworks for any reason other than weather, the Buyer agrees to compensate the pyrotechnician at the rate of \$ 00.00 per hour or fractional part of an hour.

4. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of TBD. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage, in an amount not less than \$5,000,000, and within two weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance naming the Buyer as an insured party, and providing that the insurer shall not terminate or materially modify such policy without written notice to the buyer not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in shall be the responsibility of the Buyer. In the event of a claim by Buyer, the applicable deductible shall be paid by the Buyer.

6. The Seller agrees to indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees, that may or shall arise from the performance of the fireworks by the Seller. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

7. The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

8. The Buyer agrees to provide:

- a. Sufficient area for display, including a minimum spectator set back as determined by Seller.
- b. Protection of the display area by roping off or similar facility.
- c. Adequate police protection to prevent spectators from entering display area.
- d. Dry, clean sand, if needed, for firing.

9. Buyer agrees to comply with all local, state and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits.

10. No representation or affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be, a warranty by the Seller for any purpose, and shall give rise to any liability or obligation of the Seller whatsoever.

11. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto shall be responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

12. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Central States Fireworks, Inc.

BY: _____

BY: _____

(Title)

(Title)

SELLER

BUYER

All applicable sales taxes will be added to the above agreed upon amount unless a copy of the Buyer's tax exempt certificate is attached to this contract.

CENTRAL STATES FIREWORKS

FINEST IN DISPLAY FIREWORKS

18034 Kincaid Street, Athens, IL 62613

(217) 636-7598 FAX (217) 636-7618

MATTOON, ILLINOIS

FIREWORKS SPECTACULAR

JULY 4, 2009

BARRAGE CAKES

QNTY	SIZE	DESCRIPTION
8	100 SHOT	Thunderkings Aerial Barrage
4	100 SHOT	Multi Color Thunderkings Aerial Barrage
4	100 SHOT	Comet Cyclone Aerial Barrage
3	150 SHOT	Happy Stars Aerial Barrage
3	100 SHOT	Silver Palm Aerial Barrage
3	100 SHOT	Snowball Cakes, One Red, One Silver and One Blue Barrages
3	600 SHOT	Red, White and Blue Z Fan Aerial Barrages
4	100 SHOT	Color Whistle Aerial Barrage
3	1000 SHOT	Whistling Dragon Aerial Barrage

CANDLES

24 300 SHOT Assorted Effect Candles

DISPLAY SHELLS

4	3 INCH	Thunder Color & Star
4	3 INCH	Purple Chrysanthemum w/Crackle Balls w/Gold Tails
4	3 INCH	Crackle to Crackling Silver Peony w/Crackling Tail
4	3 INCH	Half Silver Glitter, Half Blue Peony
4	3 INCH	Silver Whirl and Purple Stars
4	3 INCH	Tourbillion w/Report
3	3 INCH	Whistle Report
3	3 INCH	Glittering Silver to Green Chrysanthemum
3	3 INCH	Golden Whirl & Brocade
3	3 INCH	Silver Whirls with Multi -Color Thousand Flower
120	3 INCH	Color and Salute Finale Strings

3	4 INCH	Variegated Colored Peony w/Gold Tail
3	4 INCH	Glittering Silver to Blue w/Silver Tail
4	4 INCH	Golden Spangle Chrysanthemum
4	4 INCH	Colored Diadem
4	4 INCH	Purple Chrysanthemum w/Crackling Balls
3	4 INCH	Blue Sunflower
3	4 INCH	Silver Crown w/Rising Silver Tail
4	4 INCH	Glittering w/Crackling Pistil & Rising Crackle Tail
4	4 INCH	Red Strobe
4	4 INCH	Gold Glittering Crossette
4	4 INCH	Silver Wasp & Palm Crackling Comet
4	4 INCH	Golden Whirl w/Report and White Strobe
4	4 INCH	Green Strobe with Palm Core
4	4 INCH	Two Break Red and White Strobe
56	4 INCH	Lidu Assortmented
72	4 INCH	Thunderbird Assortmented
30	4 INCH	Color Finale Strings
20	4 INCH	Titanium Salute Tied in Finales

3	5 INCH	Bright Red to Flickering Silver Peony
5	5 INCH	Assorted shells
2	5 INCH	Happy Face
4	5 INCH	Reddish Gamboge to Green & Flickering Silver Chrysanthemum
3	5 INCH	Dahlia, Red & Blue w/Silver Tail
3	5 INCH	Yellow to Crackling Crossette
4	5 INCH	Glittering Silver to Green & Bright Red Chrysanthemum
3	5 INCH	Double Petal, Purple to Red w/Gold Pistil
3	5 INCH	Golden Whirl w/Report & Twilight
3	5 INCH	Silver Twister & Golden Rain Crackling Comet
4	5 INCH	Red White Flitter Blue
2	5 INCH	Dragon Eggs Yellow to Crackling Crossette
2	5 INCH	Silver Palm to Red Glittering
2	5 INCH	Red Spider Web
2	5 INCH	Wild Whistles
2	5 INCH	Brocade Crown with Strobe Pistil and Silver Tail
20	5 INCH	Titanium Salutes
3	5 INCH	Blue Time Rain with Silver Tail
3	5 INCH	Golden Willow with Strobe Pistil and Silver Tail
3	5 INCH	Diadem Changing to Strobe with Silver Tail
4	5 INCH	Star Pattern Shells, One Each: Red, White and Blue
80		

3	6 INCH	Flickering Silver to Bright Red & Blue
10	6 INCH	Assorted shells
4	6 INCH	Purple to Blue & Flash Peony
3	6 INCH	Glittering Silver to Blue to Bright Red & Green
2	6 INCH	Crown Willow to Glittering to Red & Green Firefly
2	6 INCH	Golden Spider Web w/Gold Tail
2	6 INCH	Glittering Brocade Crown
2	6 INCH	Bowing Shells, Peony to Red Flowers
2	6 INCH	Thousand Chrysanthemum w/Coco Pistil
2	6 INCH	Glitter Silver to Red & Blue w/Jetting Flowers
2	6 INCH	PEANUT SHELL, one Silver Diadem and one 3 Color Changing Chrys. w/Red & Blue Pistil & Palm Core
2	6 INCH	Golden Silk Chrysanthemum
2	6 INCH	Glittering Silver to Color Changing Chrysanthemum
2	6 INCH	Purple to Blue and Flashing Peony
2	6 INCH	Colored Diadem with Falling Leaf Pistils
2	6 INCH	Blue and Yellow Magnesium
2	6 INCH	Assorted Color Shell of Shells
2	6 INCH	Varigated Chrysanthemum
2	6 INCH	Gold Glitter Green and Purple

TOTAL PRICE IS \$15,000.00 AND INCLUDES CREW, SET-UP, CLEAN-UP, COMPLETE PERFORMANCE AND FIVE MILLION DOLLAR LIABILITY EXTENSION.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2009-1327

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE
CITY OF MATTOON, ILLINOIS AND, JAN AND TERRY KROENING IN
CONNECTION WITH THE MATTOON MID-TOWN REDEVELOPMENT PROJECT
AREA**

WHEREAS, Jan and Terry Kroening (the “**Grantees**”), has submitted a proposal to the City of Mattoon, Illinois (the “**Municipality**”) for redevelopment of a part of the Municipality’s Mattoon Mid-town Redevelopment Project Area (the “**Redevelopment Project Area**”); and, thereafter, the Municipality and the Grantees have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, the “**Grant Agreement**”) concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

Section 1. The Grant Agreement, in substantially the form thereof presented before the meeting of the City Council at which this ordinance is adopted, shall be and is hereby ratified, confirmed and approved, and the Mayor and City Clerk are authorized to execute and deliver the Grant Agreement for and on behalf of the Municipality; and upon the execution thereof by the Municipality and the Grantees, the appropriate officers, agents, attorneys and employees of the Municipality are authorized to take all supplemental actions, including the execution and delivery of related supplemental opinions, certificates, agreements and instruments not inconsistent with the Grant Agreement, desirable or necessary to implement and otherwise give full effect to the Grant Agreement. Upon full execution thereof, the Grant Agreement shall be attached to this ordinance as EXHIBIT “A”.

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 _____, 2009, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____
ABSENT (Names): _____

Approved this _____ day of _____, 2009.

David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on _____, 2009.

Attachment (1) - EXHIBIT "A"

EXHIBIT "A"

GRANT AGREEMENT

This Grant Agreement is made this 21st day of April, 2009, by and between the CITY OF MATTOON, Coles County, Illinois, a municipal corporation (hereinafter the "Grantor"), and Jan and Terry Kroening owner of a building located at 1626 Broadway Avenue, Mattoon, Coles County, Illinois, (hereinafter the "Grantees"), as follows:

1. Grantor does grant unto Grantees up to the sum of Twenty-Six Thousand Six Hundred Thirty-Seven Dollars (\$26,637.00) to be disbursed as hereinafter described, subject to the following terms and conditions:

A. It is agreed and understood that approximately \$18,000.00 of said grant shall be for the sole purpose of roof & structural renovations and \$8,637.00 shall be expended on electrical and plumbing upgrades to the existing building located at 1626 Broadway Avenue, Mattoon, Coles County, Illinois. Said restorations shall be pursuant to a design which first must be acceptable to the City of Mattoon. The authorized agent acting on behalf of the City is the City Administrator or such other official the City Council may designate. Said restorations must include, but is not necessarily limited to a list of specifications such as material type, colors, and construction methods. Since this is a historical restoration project, the City of Mattoon reserves the right to demand a high level of detail concerning design, materials, colors and other construction aspects, and, further, demands strict adherence to said restoration. This grant is specifically contingent upon the undersigned first receiving initial design approval from the City. The undersigned acknowledges that the primary consideration for the grant herein from the City of Mattoon unto the undersigned is to achieve an historical restoration program for the City, and, as such, the undersigned acknowledges this consideration and agrees to abide by the rules and regulations and oversight of the City of Mattoon for implementation and/or construction of said restorations including, but not necessarily limited to: completion of said roof repairs and installation of electrical and plumbing upgrades pursuant to the design

specifications; prior consent from the City of Mattoon before any alterations or changes to the design; oversight authority on the part of the City of Mattoon during the construction of said renovations if reasonably necessary to ensure said design and specifications are being complied with. Further, as additional consideration herein, the undersigned covenants that once completed, said City-approved restoration work shall remain the same and not be substantially changed without prior written consent of the City within 15 years of completion of the same, which covenant shall survive the payment of the grant and remain obligatory unto the parties herein whether or not they retain control of the property or transfer the same to a third party within said 15 years. Should the undersigned sell or convey all or a part of said property, it guarantees and promises unto the City of Mattoon that it shall include in the deed of conveyance a restriction on changing said façade for said 15-year period. Said prohibition upon a substantial alteration of said roof does not prohibit the undersigned from periodic and regular maintenance of the same, which maintenance shall include, but not necessarily be limited to, cleaning, painting and material replacement if warranted. The undersigned agrees to commence the restoration within 60 days of initial design approval from the City, and to proceed diligently to the completion of the same, but in no event to be completed in not less than 12 months from the date hereof. During said construction, the City, at any time, can issue a written notice to the undersigned that it is in violation of the agreed upon design and specifications heretofore approved by the City. The undersigned will have thirty (30) days from receipt of written notice of noncompliance with design to correct the same to the City's satisfaction or otherwise reach a mutually agreeable resolution of the same. If correction or a mutual resolution is not completed within said thirty (30) day response time, then in that event, the City may consider this grant to be in default, to cease all future payments due hereunder, and shall rescind the grant. Though the City of Mattoon retains approval authority and oversight responsibility for the design and restoration program discussed herein, it is not responsible for the construction of the same nor for the payment of the same. Accordingly, the undersigned hereby agrees to

assume all responsibility for any damages or claims for damages as a result of any injuries or claims for injuries for said facade restoration construction, and, further, agrees to indemnify and hold the City of Mattoon free and harmless in association with any damages or claims for damages by the undersigned, or other third parties.

B. It is agreed and understood that the grant shall be for the purpose of structural and mechanical restoration of the building at 1626 Broadway Avenue, Mattoon, Coles County, Illinois.

C. It is agreed and understood that there is dollar limit flexibility between the elements of construction cost as more fully set forth hereinabove. Said grant proceeds shall be based upon the actual construction cost of work, but not to exceed Twenty-Six Thousand Six Hundred Thirty-Seven Dollars (\$26,637.00) as determined by the City's authorized agent.

D. Said grant is to be used solely for the following described real estate, commonly known as 1626 Broadway Avenue, Mattoon, Illinois, but more specifically described as:

Part of Lot 23 of the Assessor's Subdivision of Block One Hundred Seventeen (117), in the Original Town of Mattoon, Coles County, Illinois.

E. Grantees shall secure the necessary building permits from Grantor, and shall indemnify and hold the Grantor harmless from any and all claims, damages, and injuries associated with or resulting from the rehabilitation and improvement of said real estate.

F. It is agreed and understood that improvement of said real estate shall also include repairing and restoring the Exterior Surfaces, attainment of City Building Code Compliance and any Emergency Structural Repairs at 1626 Broadway Avenue. Grantees warrants that the total value of the improvements at 1626

Broadway Avenue shall not be less than Twenty-Six Thousand Six Hundred Thirty-Seven Dollars (\$26,637.00), including the grant authorized by this agreement.

2. Grantor shall disburse the grant funds to Grantees in Five (5) annual payments. These payments shall begin on September 30, in the year following the completion of all the restoration/renovation work. The amount of these payments shall be Five Thousand Three Hundred Twenty-Seven Dollars (\$5,327.00) or Nineteen Percent (19%) of the actual construction cost for the work authorized within the scope of this grant, whichever is less, as certified by the City's authorized agent. The payments shall only be made if this grant is valid and in full force at the time the payments are to be made.

3. This Grant is expressly contingent upon the execution of this grant agreement by Grantees and Grantor and upon presentation to Grantor of vouchers or other sufficient proof of work authorized and approved and within the scope of this grant in amounts which exceed the grant money provided herein.

4. Grantees do hereby guarantee and covenant that it will apply the grant money only for the uses intended as set forth herein pursuant to the terms and conditions set forth herein.

5. Grantor's grant as made herein is made contingent upon Grantees performing all of the covenants and conditions by it to be performed.

6. This is an outright grant and is not repayable to Grantor unless Grantees fail to perform one or more of the covenants and conditions herein by it to be performed, and in that event, Grantor shall send written notice of said breach to Grantees and afford it an opportunity to correct the same within 30 days. Should Grantees fail to correct the breach within 30 days of said written notice, then in that event, Grantor shall rescind the grant, and shall be entitled to recover from Grantees any and all grant moneys heretofore delivered to Grantees, which grant money Grantees agrees to repay unto Grantor.

7. This grant made herein is pursuant to a Council Decision Request approved by the City Council of the City of Mattoon meeting in regular session on April 7, 2009 and a Special Ordinance duly adopted by the City Council of the City of Mattoon meeting in regular session on April 21, 2009.

8. Grantees covenant unto Grantor that it intends to retain ownership of the building for the operation of a commercial business or office/general business use, and that it is not its intention to use the grant money herein to remodel the building and then resell the same to a third party. To secure this covenant, Grantor and Grantees agree that if the building is sold to a third party, then there shall be a rebate of the grant based upon the following schedule: if sold within one year of the date of the grant, there shall be a 75% rebate of the grant amount already paid; if sold after one year from the date of this grant but within two years of the date of this grant, then there shall be a 50% rebate of the grant amount already paid; and if sold after two years from the date of this grant but within three years of the date of this grant, then there shall be a 25% rebate of the grant amount already paid. Further, Grantor and Grantees agree that if the business operation ceases for a period in excess of thirty days, and within five years from the date of this grant, then Grantor's obligation to make continuing payments from the grant shall cease immediately and this agreement shall be null and void and of no further force and effect, and there shall be a rebate of the grant money heretofore paid based upon the timeline and percent established herein for the sale of the business, being 75% within one year of the date of this grant, 50% after one year but within two years from the date of this grant, and 25% after two years but within three years of the date of this grant.

9. Grantees shall provide (or cause to be provided) written notice to the City prior to taking any action contesting the assessed value of any or all the property located at 1626 Broadway Avenue.

10. This grant is subject to the availability of Mid-town TIF District Funds.

11. Grantor reserves to itself the right to seek reimbursement for the amount expended under this grant from revenues of the Mattoon Mid-town Tax Increment Financing District.

Executed at Mattoon, Illinois, on the day and year first above written.

GRANTEE

CITY OF MATTOON, GRANTOR

Jan Kroening

David W. Cline, Mayor

ATTEST:

Terry Kroening

Susan J. O'Brien, City Clerk

**City of Mattoon
Council Decision Request**

MEETING DATE 04/21/2009 CDR NO: 2009-956 SUBJECT: Artist contract for Mural Art at Mattoon Cross County Mall

SUBMITTAL DATE: 04/15/09

SUBMITTED BY: Alan Gilmore, City Administrator

EXHIBITS (If applicable): Contract with Artist, DS Gordon Murals

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$25,000.00	BUDGETED: N/A	REQUIRED: Broadway East TIF & BD Revenues

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

“I move to authorize the Mayor and City Clerk to execute the attached contract for the Mural Art Project at the Mattoon Cross County Mall to be completed by DS Gordon Murals.”

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

Approving this CDR will authorize the Mayor and City Clerk to execute the attached Contract to proceed with the Cross County Mall Mural Art project. \$25,000 has previously been approved per CDR 2008-922 at the December 16, 2008 regular City Council meeting. The Artist expenses are eligible Broadway East TIF & Business District expenditures and can be funded by these fund revenues for this purpose.

Exhibit “A” the contract describes the details of the work that will be performed.

EXHIBIT A

ARTIST'S AGREEMENT

This Artist's Agreement (this Agreement) is made as of the _____ day of July 2008 between City of Mattoon (City), an Illinois Municipal corporation, and DS Gordon Murals, a California Corporation (the Artist; City and the Artist together constituting the Parties). City wishes to engage the Artist to design and execute an art project (the Artwork) at 1611 Broadway Avenue in Mattoon, Illinois. The Artist wishes to undertake the Project. Therefore, in order to ensure the mutual satisfaction of the Parties in the execution of the Project, and intending to be legally bound, the Parties agree as follows:

Article I

Execution of the Artwork

1.1 Approval of Design. The Artist acknowledges that an authorized representative of City must approve the design for the Artwork before the execution of the Artwork begins. The Artist further agrees to take all reasonable steps to ensure that the Artwork faithfully replicates the approved design.

1.2 Supplies. City will provide supplies necessary for the execution of the Artwork, such as (where appropriate) scaffolding, paint, brushes and rollers, and sundries. City will provide the Artist with a checklist of all supplies provided. The Artist agrees to return all unused supplies to City upon completion of the Project. Throughout the Project, the Artist will take appropriate and proper care of all supplies, including (without limitation) replacing lids on paint cans when not in use, and storing all materials and equipment in a locked storage space when not in use.

1.3 Scaffolding. If scaffolding is necessary, City will notify the Artist of the date and time when the scaffolding will be built. The Artist agrees to be present at that date and time, and to provide the scaffolding crew with appropriate guidance concerning the positioning of the scaffolding. City will also notify the Artist of the date and time when the scaffolding will be dismantled. The Artist agrees to be present at that date and time, and to assist with completing any portions of the Artwork affected by the scaffolding. City will ensure that the scaffolding is assembled and maintained at all times in compliance with applicable OSHA safety standards. The Artist will not participate in the building, moving or dismantling of the scaffolding at any time. City will provide a scissor lift for Artist's use. City shall ensure that lift is maintained in compliance with applicable OSHA safety standards.

1.4 Assistants. Artist will select and control the terms of engagement for all assistants who work with the Artist on the Project. The Artist will have sole discretion in the identification, training, supervision and compensation of assistants. Any payment of assistants shall come from the compensation paid to Artist under Article V, paragraph 5.1. Under no circumstances shall the Assistants be considered as employees or contractors of City.

1.5 Diligent Progress. The Artist agrees to work diligently and continuously to complete the Artwork in a timely manner. If at any time it becomes apparent that the Artist will not be able to complete the Artwork in a timely manner, the Artist shall promptly so notify City (in writing).

EXHIBIT A

and the Parties will attempt to negotiate in good faith a timetable for completion of the Artwork.

1.6 Safety Helmet. If the Project requires scaffolding or if the Artist or any assistant is working more than 15 feet off the ground, City will provide the Artist and any assistants so working with a safety helmet. The Artist and all assistants will wear the helmet at all times while he or she is on the scaffolding or working more than 15 feet off the ground. If the Artist or any assistant is seen on the scaffolding without a helmet, the City may fine the Artist \$ 25 per incident, and deduct that amount from the compensation described in this agreement. The City shall have full and sole discretion to assess such fine or fines, including (without limitation) discretion to assess any fine without advance notice to the Artist.

1.7 Care of Worksite. The Artist will keep the Artwork worksite reasonably clear of debris at all times, and will leave the worksite reasonably clean at the end of each working session.

Article II

Promotional Events

2.1 Promotional Activities. The Artist agrees to participate in promotional activities associated with the Artwork as requested by City, including (without limitation) dedications, endorsements, press releases, and/or other appearances or statements as needed.

Article III

Ownership, Care and Use of the Artwork

3.1 Associated Materials. All documents, plans, artwork, and other materials developed or prepared by the Artist in connection with the Project, other than the Artwork itself (the Associated Materials) shall be the sole and absolute property of the Artist. So long as any of the Associated Materials remain in the possession of the Artist, the Artist shall permit City to display such items in any exhibition or other public forum, upon reasonable notice and at no charge.

3.2 Copyright. In consideration of the compensation set forth in Article V, paragraph 5.1 below, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Artist hereby agrees that the copyright in the Artwork will be owned jointly by City and the Artist. The Artist hereby assigns a one-half interest in all copyrights in the Artwork, including copyrights in all artwork and designs contained in the Artwork, City. The Artist agrees to execute instruments evidencing such assignments upon request by City. The Artist shall cause the Artwork to bear the following designation: “© _____, City of Mattoon. All rights reserved.”

3.3 Repair and Alteration. The Artist agrees that City shall have the right to repair, restore, or alter the Artwork as follows. If in the sole judgment of City, the community reaction to the Artwork is such that changes to the Artwork are required, or the Artist has not made a good-faith effort to execute the design approved pursuant to paragraph 1.1 above, City shall have the right to alter the Artwork, to the extent deemed necessary by City. In the event that the Artwork

EXHIBIT A

deteriorates, becomes mutilated, marred by graffiti, or is otherwise in need of repair, City shall have the right to make whatever repairs or restoration are, in the sole judgment of City, necessary and appropriate. The Artist hereby waives any and all rights that he might otherwise have under the Visual Artists Rights Act, 17 U.S.C. § 106A, the laws of the State of Illinois or any other law, to impede, control, or demand any alterations, repairs, restoration, or other changes to the Artwork.

3.4 Use of Reproductions by City. The Artist acknowledges that City may from time to time permit the reproduction of the Artwork in appropriate circumstances in order to help publicize City's programs, enhance the public's awareness and appreciation of public art, and/or raise money to further City's mission. City will not have any obligation to consult with the Artist on such uses, or to pay the Artist any portion of proceeds there from. All such uses of the Artwork will include the copyright notice in the name of the Artist and City as described in paragraph 3.2 above.

3.5 Use of Reproductions by the Artist. City acknowledges that the Artist may from time to time permit the reproduction of the Artwork in appropriate circumstances in order to illustrate the Artist's work in books or periodicals, otherwise present the Artist's work to the public, or incorporate images of the Artwork or any portion thereof into subsequent creative works. The Artist will not have any obligation to consult with City on such uses, or to pay City any portion of proceeds there from. All such uses of the Artwork will include the copyright notice in the name of the Artist and City as described in paragraph 3.2 above.

3.6 Commercial Use of Reproductions. In the event that City or Artist receives a request to reproduce the Artwork on or in connection with a product or service that will be sold to the public to benefit any other person or entity (a Commercial Use), the Parties will make reasonable efforts to consult with one another about such proposal, and to include one another in any negotiation of the terms on which such Commercial Use may occur. In the event that City is unable to locate the Artist, or the Artist fails to participate in good faith in any negotiation, City may enter an agreement for Commercial Use on any terms they choose and without any obligation to the Artist.

Article IV

Insurance and Liability

4.1 Liability and Insurance. The Artist agrees to maintain an insurance policy or policies providing general liability and personal injury coverage for losses of at least \$1 million per occurrence and \$2 million on aggregate, naming City as a coinsured.

4.2 Insurance Provided by Artist. The Artist may fulfill his or her insurance obligation by securing coverage through an insurer of the Artist's choosing, and entirely at the Artist's expense, but only if an authorized City representative has examined the policy in question and acknowledges that the policy is satisfactory to City by initialing the line immediately below.

ACKNOWLEDGED AS SATISFACTORY _____

EXHIBIT A

4.3 Insurance Provided through City. If no policy has been acknowledged as satisfactory under paragraph 4.2, the Artist agrees to fulfill his or her insurance obligation by making a co-payment toward a plan secured by City. The Artist's co-payment will be 5% of the Project Cost, as defined below, and will be deducted from the initial payment described in paragraph 5.1(a).

4.4 Agreement to Hold Harmless. The Artist agrees to hold City harmless for any loss or injury arising in connection with the Project, and to desist from pressing any claim against City in connection with the Project, except a claim arising from gross negligence or willful misconduct, or a claim for compensation due under paragraph 5.1 below.

Article V

Compensation

5.1 Amount and Method. In consideration of his work on the Project, the Artist will be paid Thirty-Three Thousand and No/100 Dollars (\$33,000.00) (the "Project Cost"), less any insurance co-payment and fees for safety violations as described in this Agreement. The Artist agrees to accept this sum (the "Compensation") as full compensation for the project. The Compensation will be paid in two installments as follows:

- (a) fifty percent (50 %) of the Project Cost, less the insurance co-payment (if applicable) within ten business days of signing this Agreement,
- (b) fifty percent (50%) of the Compensation within ten business days after the Artist completes the project. This payment request will not be approved until all elements of the Project are complete, including all copyright and credit signage as described above.

5.2 No Withholding. Compensation paid hereunder shall not be subject to tax withholding, and the Artist will be responsible for all applicable tax obligations.

Article VI

Miscellaneous

6.1 Independent Contractor. The Artist shall perform all work on the Project as an independent contractor of City. No act or failure to act, by City or by the Artist, shall render or be deemed to render the Artist an employee of City, or shall serve to establish that the Artist has provided services in any capacity other than independent contractor.

6.2 Assignment. This Agreement is for the personal services of the Artist, and may not be assigned by the Artist.

6.3 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Illinois. The federal and state courts of Illinois shall have exclusive jurisdiction

EXHIBIT A

over any and all disputes arising from this Agreement.

The Artist acknowledges that he or she has fully read, fully understands, and is in complete agreement with, the terms and condition set forth in this Agreement. City and Artist are executing this Agreement as of the date stated in the introductory clause above.

City of Mattoon

DS Gordon Murals

David W. Cline, Mayor

David S. Gordon

ATTEST:

Susan O'Brien, City Clerk

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2009-2770

A RESOLUTION ESTABLISHING CONTRIBUTIONS REQUIRED OF EMPLOYEES AND RETIREES WHO ELECT TO PARTICIPATE IN THE CITY OF MATTOON'S GROUP HEALTH, DENTAL AND LIFE INSURANCE PLANS

WHEREAS, the City of Mattoon is subject to three collective bargaining agreements which prescribe that employees shall pay 15% of the cost of the health insurance plan by payroll deduction beginning with the first paycheck of May after the cost for the preceding calendar year are disclosed by the Employer's health insurance administrator; and

WHEREAS, actual costs for stop loss insurance, fees, medical, prescription and dental claim expenditures for calendar year 2008 were \$443.68 per month for single coverage and \$767.42 per month for family coverage, as reported by PersonalCare of Illinois and Delta Dental of Illinois, the Employer's health and dental insurance plan administrators; and

WHEREAS, State statutes do not presently require a municipality to pay any portion of the cost of post employment benefits for retired employees; and

WHEREAS, the City began to require retired employees, whose pensions are more than \$1,625 per month, to contribute a higher share of the cost of the health insurance plan by Resolution 2004-2548 adopted April 6, 2004; and

WHEREAS, bids were sought for group life insurance and coverage was bound with the low bidder, Fort Dearborn Life Insurance Company for a two-year term effective May 1, 2008 by Council Decision Request 2008-861 approved on April 1, 2008; and

WHEREAS, the time is now appropriate to prescribe contributions required of employees and retirees for the health and life insurance plans for the 2009/2010 fiscal year.

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

Section 1. The following tables prescribe contributions required of eligible employees and retirees who elect to participate in the City of Mattoon's group health insurance plan.

Eligible Employees and Retirees Whose Pensions Are Less Than \$1,625 Per Month

	Total Monthly Cost	Employer Share 85%	Employee Share 15%
Single Coverage	\$ 443.68	\$ 377.13	\$ 66.55
Family Coverage	\$ 767.42	\$ 652.31	\$ 115.11

Eligible Retirees Whose Pensions Are More Than \$1,625 Per Month

	Total Monthly Cost	Employer Share 70.00%	Retiree Share 30.00%
Single Coverage	\$ 443.68	\$ 310.58	\$ 133.10
Family Coverage	\$ 767.42	\$ 537.19	\$ 230.23

Section 2. Retirees, who are currently enrolled, may participate in the City of Mattoon’s group term life insurance plan by monthly withholdings from pensions, whether paid by the Illinois Municipal Retirement Fund, the Firefighters Pension Fund or the Police Pension Fund. The retiree contribution for life insurance shall be \$13.86 per month for retirees under 70. For retirees age 70 or over, the retiree contribution for life insurance shall be \$6.93 per month.

Section 3. Employee and retiree contributions adopted by this resolution shall become effective May 1, 2009.

Section 4. All contributions for payment of health and life insurance shall be deducted directly on a monthly basis from the pension benefits received by the retiree. The only exception to the direct deduction rule shall be when the IMRF rules and regulations do not allow for said direct deduction.

Upon motion by _____, seconded by _____, adopted this _____ day of _____, 2009, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

 David W. Cline, Mayor
 City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

 Susan J. O’Brien, City Clerk

 J. Preston Owen, City Attorney

Recorded in the Municipality’s Records on _____, 2009.

**CITY OF MATTOON
HEALTH INSURANCE PLAN**

Fixed Costs	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	12/31/00	12/31/01	12/31/02	12/31/03	12/31/2004	12/31/2005	12/31/2006	12/31/2007	12/31/2008
Specific S/L	\$213,681.00	\$162,219.00	\$140,424.39	\$164,947.76	\$117,206.56	\$124,336.22	\$125,424.00	\$99,382.00	\$111,893.00
Aggregate S/L	\$18,123.00	\$16,794.00	\$26,376.24	\$19,589.32	\$14,007.29	\$12,983.56	\$10,566.00	\$12,752.00	\$12,488.00
*Fees (including run out)	\$55,256.00	\$62,182.00	\$62,954.25	\$83,150.25	\$168,175.59	\$157,039.90	\$157,860.00	\$137,161.20	\$139,340.79
Total Fixed Cost	\$287,060.00	\$241,195.00	\$229,754.88	\$267,687.33	\$299,389.44	\$294,359.68	\$293,850.00	\$249,295.20	\$263,721.79
Claims									
Medical	\$1,193,514.00	\$1,237,977.00	\$1,148,034.63	\$1,298,244.62	\$1,094,717.77	\$968,683.00	\$1,026,728.00	\$1,135,285.00	\$1,386,208.32
Dental	\$47,497.00	\$70,416.00	\$78,577.66	\$65,308.34	\$81,628.81	\$75,757.88	\$80,189.23	\$79,559.91	\$89,900.53
RX	\$300,438.00	\$411,473.00	\$475,519.44	\$515,577.45	\$479,091.91	\$444,576.00	\$458,610.00	\$447,051.00	\$471,217.20
E.C.(extra contractual)	\$22,863.00	\$4,009.00	\$1,681.41	\$2,669.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Paid	\$1,564,312.00	\$1,723,875.00	\$1,703,813.14	\$1,881,800.21	\$1,655,438.49	\$1,489,016.88	\$1,565,527.23	\$1,661,895.91	\$1,947,326.05
Over Specific	\$25,312.00	\$0.00	-\$2,523.22	\$0.00	\$0.00	\$18,703.00	\$0.00	\$0.00	\$0.00
Net Paid	\$1,539,000.00	\$1,723,875.00	\$1,701,289.92	\$1,881,800.21	\$1,655,438.49	\$1,507,719.88	\$1,565,527.23	\$1,661,895.91	\$1,947,326.05
Total Cost	\$1,826,060.00	\$1,965,070.00	\$1,933,568.02	\$2,149,487.54	\$1,954,827.93	\$1,802,079.56	\$1,859,377.23	\$1,911,191.11	\$2,211,047.84
Average monthly cost per EE									
(Single)	\$574.23	\$593.32	\$596.78	\$670.88	\$590.23	\$544.11	\$547.52	\$556.87	\$674.92
(Family)	\$248.58	\$263.70	\$260.60	\$290.42	\$311.69	\$449.31	\$385.47	\$323.47	\$443.68
	\$720.88	\$764.73	\$755.74	\$842.22	\$714.61	\$586.29	\$619.45	\$657.24	\$767.42
Enrollment									
(Single)	82	94	85	82	85	85	87	86	78
(Family)	<u>183</u>	<u>182</u>	<u>180</u>	<u>185</u>	<u>191</u>	<u>191</u>	<u>196</u>	<u>200</u>	<u>195</u>
	265	276	265	267	276	276	283	286	273

* Includes Medical Claims Fee, PPO, UR and Annual Administrative Fee

**Specific coverage was \$100,000 for 2006

***Specific coverage was \$125,000 for 2007

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2009-1328

**AN ORDINANCE ESTABLISHING THE 2009 - 2010 COMPENSATION PLAN FOR
EMPLOYEES OF THE MUNICIPALITY**

WHEREAS, negotiations have resulted in ratified agreements with the three collective bargaining agents that represent employees of the municipality that provide an average of three percent (3%) pay increases at the beginning of each fiscal year beginning May 1, 2006 and ending April 30, 2010; and

WHEREAS, each of these collective bargaining agreements provide that City Council will amend its ordinances consistent with terms of the collective bargaining agreements; and

WHEREAS, the time is now appropriate to also establish rates of pay for employees not represented by a collective bargaining agreement effective with the fiscal year that begins May 1, 2009.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mattoon as follows:

Section 1. Non-Confidential & FLSA Exempt Employees shall be compensated in accordance with the schedule attached to this ordinance and marked Appendix A, which is consistent with the salary increases contained in the City's current collective bargaining agreements. Employees assigned to positions identified on the Schedule of Confidential & FLSA Exempt Supervisory & Management Positions shall receive an average salary increase of 3% as outlined in Appendix B effective May 1, 2009.

Section 2. To the extent this ordinance conflicts with prior ordinances establishing a compensation plan for the City's employees, the prior ordinances shall control except where specifically amended by this ordinance.

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 _____, 2009, by a roll call vote, as
follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on _____, 2009.

APPENDIX A

**CITY OF MATTOON, ILLINOIS
WAGE & SALARY SCHEDULE**

Pay Grade	Job Classification	Base Hourly Wage Rate
1	Temporary & Part-time Labor	\$7.75 to \$9.00
2 ¹	Custodian I ⁴	\$ 9.84
	Park Maintenance Worker I ⁴	\$ 9.84
3	Custodian II ⁴	\$13.57
	Park Maintenance Worker II ⁴	\$13.57
4	Custodian III ⁴	\$15.98
	Park Maintenance Worker III ^{3,4}	\$15.98
5	Custodian IV	\$15.98
6	Park Maintenance Worker IV ^{3,4}	\$18.06

APPENDIX B

Confidential & FLSA Exempt Supervisory & Management Positions:

Pay Grade	Job Classification	Total Annual Salary Range
E-1	Evidence Supervisor Tourism Coordinator Administrative Assistant I (base pay) Entry Level (\$20,417.07) After 3 Years Service (\$28,151.14) After 5 Years of Service (\$33,164.35) After 8 Years of Service (\$37,843.32) Assistant Finance Director Assistant Information Technology Director Electrical Inspector Plumbing Inspector Construction Inspector I	\$26,000 to \$45,000
E-2	Administrative Assistant II Community Development Coordinator	\$48,000 to \$53,000
E-3	Construction Inspector II	\$51,000 to \$55,000
E-4	Water Plant Superintendent Wastewater Plant Superintendent City Clerk Transportation Manager Utilities Manager Information Technology Director ²	\$56,000 to \$68,000
E-5	Deputy Police Chief ² Assistant Fire Chief ²	\$65,000 to \$68,000
E-6	Police Chief ² Fire Chief ² Public Works Superintendent Lakes/Parks/Cemetery Superintendent	\$68,000 to \$74,000
E-7	Public Works Director ²	\$79,000 to \$82,000
E-8	City Attorney & Treasurer ²	\$82,000 to \$86,000
E-9	City Administrator ²	\$84,000 to \$89,000

Footnotes:

¹ Pay Grade 2 is for entry level employment. A 10% increase will be authorized upon successful completion of a 12-month probationary period. New employees will generally be hired at entry-level pay grades, unless exceptional qualifications and experience are demonstrated.

² Salaries for the Information Technology Director, Police Chief, Deputy Police Chief, Assistant Fire Chief, Fire Chief, Public Works Director, City Attorney & Treasurer and City Administrator are established by employment agreement.

³ Those persons making more than this schedule shall maintain their current rate of pay plus an increase of 2.75%.

⁴ Employees shall be promoted to a level II upon completion of three years of service, promoted to a level III upon completion of five years of service, promoted to a level IV upon completion of eight years of service.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2009 - 1329

**AN ORDINANCE ADOPTING THE BUDGET FOR THE FISCAL
YEAR THAT BEGINS MAY 1, 2009 AND ENDS APRIL 30, 2010
FOR THE CITY OF MATTOON**

WHEREAS, Sections § 35.50 through § 35.59 of the Mattoon Code of Ordinances approved by the City Council on February 19, 2002 adopted enabling state statutes for an annual budget in lieu of an appropriation ordinance; and

WHEREAS, the proposed budget was filed with the City Clerk and available for public inspection on April 9, 2009 and

WHEREAS, notice of a public hearing to consider review comments on the proposed budget was published in the *Mattoon Journal Gazette*; and

WHEREAS, a public hearing was held on April 21, 2009 at which hearing any taxpayer was given an opportunity to appear and be heard in favor of or against any of the proposed revenues and expenditures assumed in the tentative budget; and

WHEREAS, after the public hearing the City Council adopted changes to the tentative budget as outlined in the final budget which is attached to this ordinance and marked as “Final Budget – April 21, 2009”; and,

WHEREAS, the process and procedures for the annual budget have been completed in accordance with provisions of Illinois Statutes 65 ILCS 5/8-2-9.1 through 65 ILCS 5/8-2-9.10 and Ordinance 2002-5101.

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

Section 1. Estimates of revenues and expenditures shown in the attached budget, as amended, are hereby adopted as the budget for the City of Mattoon’s for the fiscal year that begins May 1, 2009 and ends April 30, 2010.

Section 2. The budget as it has been adopted is attached and incorporated herein by reference.

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 _____, 2009.

AYES (Names): _____

NAYS (Names): _____
ABSENT (Names): _____

Approved this _____ day of _____, 2009

David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

Recorded in the Municipality's Records on _____, 2009.

BUDGET IS AVAILABLE ONLINE AT:

<http://www.mattoonillinois.org/pubfiles/0910filing.pdf>

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2009-1330

**AN ORDINANCE GRANTING VARIANCES TO THE REQUIREMENTS OF THE
MATTOON ZONING ORDINANCE ON PARKING SPACES FOR THE PROPERTY
LOCATED AT 1012 CHARLESTON AVENUE, MATTOON**

WHEREAS, there has been filed a written Petition by John Woodruff for a variance to the parking requirements of the Mattoon Zoning Ordinance, respecting property legally described as:

Lot 9, Block 134, of the Original Town of Mattoon now City of Mattoon, Coles County,
Illinois

Also known as: 1012 Charleston Avenue, Mattoon, Illinois

WHEREAS, said petition requests that the following variance be granted pursuant to applicable ordinances of the municipality;

to the required minimum of 13 parking space, to allow a minimum of 5 parking spaces for a drive-thru convenience store; and

WHEREAS, the Zoning Board of Appeals held a properly noticed public hearing on April 7, 2009 regarding petitioner's request for said variance; and

WHEREAS, the Planning Commission for the City of Mattoon, Coles County, Illinois, and the Zoning Board of Appeals for the City of Mattoon, Coles County, Illinois, have recommended that the requested variance be granted; and

WHEREAS, the City Council for the City of Mattoon, Coles County, Illinois, deems that the recommended variance is in the public interest.

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 legally described as aforesaid, be and the same is granted a variance to the parking requirements of the Mattoon Zoning Ordinance, for developments of a drive-thru convenience store with 5 parking spaces, located at 1012 Charleston Avenue, Mattoon.

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.

Section 4. The City Clerk shall make and file a duly certified copy of this ordinance with the Clerk and Recorder's Office of Coles County, Illinois.

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 2009, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____
ABSENT (Names): _____

Approved this _____ day of _____, 2009.

David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on _____, 2009.