

**CITY OF MATTOON, ILLINOIS**  
**CITY COUNCIL AGENDA**  
**August 5, 2008**

**6:30 PM Work Study Caucus Session Discussion**

Pending agenda items; Alternate school traffic routes during the 9<sup>th</sup> Street Bridge construction.

**7:00 PM Business Meeting**

Pledge of Allegiance

Roll Call

Electronic Attendance

**CONSENT AGENDA:**

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

Minutes of the Regular meeting July 15, 2008

Fire and Police Department report for the month of June, 2008

Payroll and Bills for the last half of July, 2008

**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 2008-894: Approving bid specifications and authorizing the advertising of bids for the construction of an addition to the**

**Police Department Pistol Range Building. (Cline) *Omega funds would be used for this project.***

**Motion – Adopt Resolution 2008-2749: Authorizing execution of \$25,000 agreement with the Coles County Regional Planning and Development Commission (CCRP-DC) for Geographic Information System (GIS) Support Services. (McKenzie)**

**Motion – Approve Council Decision Request 2008-895: Approving a \$500.00 grant by the Tourism Advisory Committee from hotel/motel tax funds to the East Central Illinois Antique Farm Equipment Club for the East Central Illinois Antique Farm Equipment Show to be held July 18-20, 2008. (Ervin)**

**Motion – Adopt Special Ordinance 2008-1284: Clarifying the Mattoon Mid-town TIF Phase I Incentive Boundary Area. (Cline)**

**Motion – Approve Council Decision Request 2008-896: Accepting the recommendations of the TIF Incentive Review Committee:**

- 1. Marilyn McClean for a building located at 1516 Broadway Avenue, deeming no further assistance on the project; and,**
- 2. Robert Reid dba D to Z Sports for a building located at 1611 Broadway Avenue granting \$13,110.00 to be dispersed over 10 years in annual payments of \$1,311.00 beginning in fiscal year 2010 for roof replacement; and,**
- 3. Doug & Jeanne Vonderheide for buildings located at 118 & 120 South 17<sup>th</sup> Street granting \$51,590 to be dispersed over a 10 years in annual payments of \$5,159 beginning in fiscal year 2010 for replacement of the brick façade on the 118 South 17<sup>th</sup> building and installing new windows, siding and awnings on both buildings. (Schilling) *Mid-town TIF projects***

**Motion – Approve Council Decision Request 2008-897: Accepting the recommendations of the TIF Incentive Review Committee to Dr. Kenneth Myracle for up to \$65,505.00 over a ten-year term for the extension of utility service, installation of underground storm water detention basins, and obtainment of easements for the project located at 117 Holiday Drive. (Schilling) *Broadway East TIF project***

**Motion – Approve Council Decision Request 2008-898: Approving the mural contract with DS Gordon Murals for the amount of \$33,000 to be funded with the Lumpkin Family Foundation Grant, and authorizing the Mayor and City Clerk to sign the document. (Ervin)**

**Motion – Adopt Ordinance 2008-5258, Approving a Redevelopment Agreement between the City of Mattoon, Illinois and Cross County National Associates, L.P.; and authorizing certain actions by City Officials. (Cline)**

**Motion – Approve Council Decision Request 2008-899: Authorizing the Mayor to sign a contract with The Upchurch Group for temporary engineering services for up to \$6,000 during the reconstruction of the 9<sup>th</sup> Street Bridge. (McKenzie)**

**Adjourn**

# UNAPPROVED MINUTES:

## July 15, 2008

The City Council of the City of Mattoon held a regular meeting in the Council Chambers at City Hall on July 15, 2008 at 7:03 p.m. after the 6:30 p.m. caucus session, where the Council discussed pending agenda items; Family Farmers Meats assistance from the City; 9<sup>th</sup> Street Bridge construction; FTA railroad grant update; ITEP grant; Joyce St. Michael's resignation from Steering Committee; and letters to the newspaper editor regarding Lake Paradise maintenance.

Mayor Cline presiding.

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, City Attorney & Treasurer J. Preston Owen, Community Development Coordinator Kyle Gill, Public Works Director David Wortman, Water Treatment Plant Superintendent Jim Lang, Fire Chief Mike Chism, Police Chief David Griffith, and City Clerk Susan J. O'Brien.

Angela Griffin of Coles Together described proposed changes to the Enterprise Zone for Family Farmers Meats.

Mayor Cline seconded by Commissioner Hall moved to adopt Ordinance 2008-5256, amending the Enterprise Zone to add territory (Family Farmers Meats).

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## CITY OF MATTOON, ILLINOIS

### ORDINANCE NO. 2008-5256

#### ORDINANCE AMENDMENT TO ADD TERRITORY TO ENTERPRISE ZONE

**WHEREAS**, on December 14, 1989, the City of Mattoon, Illinois (hereinafter "City"), passed and adopted Ordinance 89-4623 entitled: "AN ORDINANCE ESTABLISHING THE COLES TOGETHER ENTERPRISE ZONE WITHIN THE CITY OF MATTOON, ILLINOIS" (hereinafter "Ordinance"); which Ordinance has been amended from time to time, and

**WHEREAS**, the City desires to amend the Ordinance to add thereto and include therein certain additional territory;

**NOW THEREFORE** be it ordained by the City Council of the City of Mattoon, Illinois as follows:

**Section I:** That said Ordinance is hereby amended by adding to the end of the "Mattoon Legal Descriptions" Section of Exhibit A of said Ordinance the following:

**Also:**

**Beginning at the southeast corner of section 34, T.13N – R.7E, then running west 950 feet, then north 520 feet, then east 950 feet, then south along the east line of section 34 T.13N – R.7E, 517 feet. Then running parallel to the south lines of sections 35 and 36 both T.13N – R.7E and parallel to the south line of 31 T.13N – R.8E a distance of 10, 750 feet, then southwest at 250 degrees for three feet then west along the south lines of sections 31 T.13N – R.8E and sections 36 and 35 both T.13N – R.7E a distance of 10, 750 feet, to the point of beginning, for a total of 10.73 acres.**

**Section 2.** That except as amended hereby, the provisions of said Ordinance as described in the first paragraph of this amended Ordinance shall be and remain and full force and effect and shall apply to the premises herein described.

**Section 3:** That the Mayor of the City of Mattoon, Illinois shall have and is hereby given authority to execute an Enterprise Zone Amended Intergovernmental Agreement between the Cities of Charleston, Mattoon and Oakland, Illinois and the County of Coles to add thereto and include therein the real estate described herein, which Agreement is attached hereto, marked Exhibit B and made a part hereof.

Upon motion by Mayor Cline, seconded by Commissioner Hall adopted this 15th day of July, 2008, 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 15th day of July, 2008.

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

ATTEST:

APPROVED AS TO FORM:

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

/s/ J. Preston Owen  
J. Preston Owen  
City Attorney & Treasurer

Recorded in the Municipality's Records on July 16, 2008.

Mayor Cline opened the floor 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 seconded by Commissioner Schilling moved to approve the consent agenda consisting of minutes of the Regular meeting July 1, 2008, Fire Department report for the month of June, 2008, payroll and bills for the first half of July 2008.

**Bills and payroll for the first half of July, 2008**

**General Fund**

Payroll		\$	265,416.18
Bills		\$	<u>102,135.26</u>
	Total	\$	367,551.44

**Hotel Tax Fund**

Payroll		\$	2,463.33
Bills		\$	<u>4,800.58</u>
	Total	\$	7,263.91

**Festival Management**

Bills		\$	<u>46,623.60</u>
	Total	\$	46,623.60

**Insurance & Tort  
Judgment**

Bills		\$	<u>4,547.44</u>
	Total	\$	4,547.44

**Midtown TIF Fund**

Bills		\$	<u>375.00</u>
	Total	\$	375.00

**Capital Project Fund**

Bills		\$	<u>1,276.00</u>
	Total	\$	1,276.00

**Water Fund**

Payroll		\$	30,666.80
Bills		\$	<u>37,790.84</u>
	Total	\$	68,457.64

**Sewer Fund**

Payroll		\$	34,262.53
Bills		\$	<u>417,649.91</u>
	Total	\$	451,912.44

	<b><u>Cemetery Fund</u></b>		
Payroll		\$	4,980.19
Bills		\$	<u>1,453.92</u>
	Total	\$	6,434.11
	<b><u>Motor Fuel Fund</u></b>		
Bills		\$	<u>16,871.57</u>
	Total	\$	16,871.57
	<b><u>Health Insurance</u></b>		
Bills		\$	<u>48,179.20</u>
	Total	\$	48,179.20

Mayor Cline opened the floor for questions or comments. No questions or comments.

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 declared a recess at 7:07 p.m. for the presentation and dedication of the Honorary Charlie White Way located at the corner of 19<sup>th</sup> Street and Prairie Avenue. Council reconvened at 7:18 p.m.

Commissioner Ervin opened discussion on streamlining City operations by suggesting the establishment of a committee to review all of the City's operations and develop cost-saving solutions. Commissioner Hall recommended directing City Department Heads to develop departmental cost-saving solutions and present to Council. Commissioner Schilling commended the commissioners for the forethought and importance of implementing the ideas. Firefighter Kenny Clatfelter inquired as to the departments' reviewing an increase in revenues, as well. Council agreed.

Mayor Cline opened the floor for other issues. There was no further discussion.

Mayor Cline opened a public hearing in the City Hall Council Chambers at 7:33 p.m. regarding placement of the referendum on the November ballot for the change of Form of Government from City Commission to City Manager. Dr. Robert Webb, Chairman of the City of Mattoon Form of Government Steering Committee, addressed the Council of the findings and conclusions from the Steering Committee's report to Council, had introductions of other committee members (Joyce St. Michael, Jerry Groniger, Paul Saegasser, Donna Ray, Dr. Donald Freesmeier, Paul Conlin, and David Schilling), recommended the Council/Manager Form of Government for a referendum on the November ballot, and presented observations. A question and answer session followed. Mayor Cline thanked the committee for their efforts. Mr. Robert Coyne stated opposition to the change in the form of government, and confusion to the previous referendum. Council discussed the Committee and previous referendum. Mr. Groniger clarified

the previous referendum was in 2000, and urged the Council to make a decision or the next opportunity would occur in four years. Council and attendees discussed informing the public, number of council members under Manager Form, pay for the manager, bonding, and alternating council terms. Mayor Cline closed the public hearing at 7:58 p.m.

Mayor Cline seconded by Commissioner Hall moved to adopt Ordinance 2008-5257, directing the Coles County Clerk to place a referendum for adopting the City Manager Form of Government on the ballot during the November 2008 General Election.

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**ORDINANCE NO. 2008-5257**

**AN ORDINANCE DIRECTING THE COLES COUNTY CLERK TO PLACE A REFERENDUM FOR ADOPTING THE CITY MANAGER FORM OF GOVERNMENT ON THE BALLOT DURING THE NOVEMBER 2008 GENERAL ELECTION**

**WHEREAS**, for the past eight years there have been ongoing discussions concerning the correct form of government for the City of Mattoon; and,

**WHEREAS**, in May of 2008 the City Council established the City of Mattoon Form of Government Steering Committee to study the different forms of Illinois municipal government and make a recommendation to the City Council; and,

**WHEREAS**, the Form of Government Steering Committee has held numerous open public meetings over the last two months to research and discuss the various forms of government available to the City of Mattoon; and,

**WHEREAS**, the Form of Government Steering Committee has presented its findings to the City Council and has recommended that the City seek a referendum for the approval of the change to the Managerial form of government; and,

**WHEREAS**, the City Council has held a public hearing on the issue of changing the form of government to the managerial form of government; and,

**WHEREAS**, the Illinois Statutes, at 65 ILCS 5/5-1-5, allow the City Council to submit the question of adopting the managerial form of government to the voters by ordinance; and,

**WHEREAS**, the City council believes that it is in the best interest of the City of Mattoon and its citizens that the City change its form of government to the managerial form of government; and,

**WHEREAS**, by this Ordinance the City Council does hereby express its support for the adoption of managerial form of government and encourages the voters of the City of Mattoon participate in the adoption of the managerial form of government.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF**

**MATTOON, COLES COUNTY, A MUNICIPAL CORPORATION**, as follows:

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

**Section 2.** The Coles County Clerk is hereby directed to submit, on the ballot during the November 2008 election, the referendum as set forth below seeking a vote of the residents of the City of Mattoon to the proposition:

“Shall the City of Mattoon adopt the Managerial Form of municipal government?”

**Section 3.** The Mayor and City Clerk are authorized to do any act and sign any documents necessary to implement the intent of this Ordinance.

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

Upon motion by Mayor Cline, seconded by Commissioner Hall, adopted this 15th day of July, 2008, 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 15th day of July, 2008.

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

ATTEST:

APPROVED AS TO FORM:

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

/s/ J. Preston Owen  
J. Preston Owen  
City Attorney & Treasurer

Recorded in the Municipality's Records on July 16, 2008.

Mayor Cline opened the floor for questions or comments. Mayor Cline stated when establishing the Committee, the Council's intention was to support the recommendation of the Committee. Commissioner Hall commended the Committee.

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 seconded by Commissioner Schilling moved to approve Council Decision Request 2008-891, ratifying Mayor's re-appointments of Bernard deBuhr, Jr., Robert Shamdin, and Kenneth Gagnon to the Revolving Loan Advisory Committee for terms of two years, expiring 04/30/10.

Mayor Cline opened the floor 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 seconded by Commissioner McKenzie moved to approve Council Decision Request 2008-892, approving the \$19,827.00 proposal from A.B. Gossard Drywall to drywall the 3<sup>rd</sup> floor of the Mattoon Police Department to be paid for with Federal Sharing (Omega) funds.

Mayor Cline opened the floor for questions or comments. Mayor Cline commended the work accomplished. Chief Griffith stated the Task Force plans to occupy the 3<sup>rd</sup> floor within three weeks.

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 seconded by Commissioner Ervin moved to approve Council Decision Request 2008-893, ratifying the appointment of Clint Mausehund to the Mattoon Public Library with a term expiring 06-30-09 to replace Tim Spitz, and reappointments of Barbra Wylie and Robert Reid for terms expiring 06-30-11.

Mayor Cline opened the floor 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 seconded by Commissioner McKenzie moved to adopt Resolution 2008-2747, approving a preliminary funding agreement between Coles Centre Hospitality, LLC and the City of Mattoon for the implantation of an I-57 East Business District.

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**CITY OF MATTOON, ILLINOIS**

**RESOLUTION 2008-2747**

**A RESOLUTION APPROVING A PRELIMINARY**

**FUNDING AGREEMENT BETWEEN COLES CENTRE  
HOSPITALITY, LLC AND THE CITY OF MATTOON**

**WHEREAS**, Coles Centre Hospitality, LLC holds an option to purchase land within the Coles Centre development at the intersection of State Route 16 and Lerna Road; and,

**WHEREAS**, Coles Centre Hospitality, LLC is desires to develop this property into a commercial and retail center, including hotels and a convention center, and

**WHEREAS**, Coles Centre Hospitality, LLC is located within the I-57 East Tax Increment Financing District and Coles Centre Hospitality, LLC and the City wish to explore the possibility of establishing a Business District; and,

**WHEREAS**, One of the goals for the implementation of the I-57 East Tax Increment Financing District was the redevelopment of the Coles Centre Property and the reduction of flooding caused by the runoff of water from this property; and,

**WHEREAS**, The City of Mattoon desires to assist in the redevelopment of the I-57 East Tax Increment Financing District in order to increase its property and sales tax base for the City and reduce the flooding caused by the runoff of water from this property; and,

**WHEREAS**, There needs to be created certain documents necessary to define the terms of the redevelopment project and the responsibilities of each of the parties involved and for the creation of the Business District; and,

**WHEREAS**, the costs of creating these documents and the organization of the Business District was not included in the budget for the current fiscal year; and,

**WHEREAS**, The costs associated with creating these documents and the organization of the Business District are eligible expenses under both Tax Increment Financing Act and Business District Act; and,

**WHEREAS**, The City has negotiated with Coles Centre Hospitality, LLC and Coles Centre Hospitality, LLC has agreed to execute an agreement (attached hereto as Exhibit "A") whereby Coles Centre Hospitality, LLC agrees to pay Twenty Thousand and No/100 Dollars (\$20,000.00) of the costs associated with the creation of these documents and the City agrees to reimburse the costs of these expenses from future Tax Increment Financing District and Business District revenues.

**NOW THEREFORE BE IT RESOLVED**, by the City of Mattoon as follows:

**Section 1.** The recitals set forth above are incorporated herein as part of this Resolution.

**Section 2.** The Mayor is authorized to sign the attached agreement and to take any other actions necessary to complete the agreement.

Upon motion by Mayor Cline, seconded by Commissioner McKenzie, adopted this 15th day of July, 2008, 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 15th day of July, 2008.

/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 J. Preston Owen  
City Clerk City Attorney & Treasurer

Recorded in the Municipality's Records on July 16, 2008.

Mayor Cline opened the floor for questions or comments. Attorney & Treasurer Owen added the funds include a drafting of a redevelopment agreement with Coles Centre, and explained the two resolutions. Mr. Herb Meeker of the Journal Gazette inquired as to the plans, number of rooms, and square footage. Attorney & Treasurer Owen and Administrator Gilmore stated the plans for a multi-hotel complex were on file with 250-300 rooms for three hotels, 50,000 square feet on plat, and coverage was 23 of 100 acres.

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 seconded by Commissioner Schilling moved to adopt Resolution 2008-2748, approving an agreement for technical services and assistance between the City of Mattoon and Peckham Guyton Albers and Viets, Inc. (PGAV); and authorizing the Mayor and City Clerk to execute the agreement and other relevant documents to establish an I-57 East Business District.

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**CITY OF MATTOON, ILLINOIS**

**RESOLUTION 2008-2748**

**A RESOLUTION APPROVING AN AGREEMENT FOR TECHNICAL SERVICES AND**



City Clerk

City Attorney & Treasurer

Recorded in the Municipality's Records on July 16, 2008.

Mayor Cline opened the floor 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 Schilling moved to adjourn at 8:08 p.m.

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

City of Mattoon

Incident Type Report (Summary)

Alarm Date Between {07/01/2008} And  
{07/31/2008}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	1	0.49%	\$0	0.00%
1110 Fire in structure, structure not involved	1	0.49%	\$500	13.33%
113 Cooking fire, confined to container	1	0.49%	\$3,250	86.66%
118 Trash or rubbish fire, contained	1	0.49%	\$0	0.00%
121 Fire in mobile home used as fixed residence	2	0.99%	\$0	0.00%
150 Outside rubbish fire, Other	1	0.49%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.49%	\$0	0.00%
	<b>8</b>	<b>3.94%</b>	<b>\$3,750</b>	<b>100.00%</b>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
300 Rescue, EMS incident, other	6	2.96%	\$0	0.00%
311 Medical assist, assist EMS crew	79	38.92%	\$0	0.00%
3110 Assist EMS crew, other	4	1.97%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	50	24.63%	\$0	0.00%
322 Motor vehicle accident with injuries	9	4.43%	\$0	0.00%
3220 Vehicle accident, waivers signed	4	1.97%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.49%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	0.49%	\$0	0.00%
	<b>154</b>	<b>75.86%</b>	<b>\$0</b>	<b>0.00%</b>
<b>4 Hazardous Condition (No Fire)</b>				
400 Hazardous condition, Other	1	0.49%	\$0	0.00%
410 Combustible/flammable gas/liquid condition, other	2	0.99%	\$0	0.00%
412 Gas leak (natural gas or LPG)	2	0.99%	\$0	0.00%
424 Carbon monoxide incident	2	0.99%	\$0	0.00%
444 Power line down	2	0.99%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.99%	\$0	0.00%
	<b>11</b>	<b>5.42%</b>	<b>\$0</b>	<b>0.00%</b>
<b>5 Service Call</b>				
5310 Smoke or odor investigation, no problem found	1	0.49%	\$0	0.00%
5311 Smoke or odor investigation	2	0.99%	\$0	0.00%
	<b>3</b>	<b>1.48%</b>	<b>\$0</b>	<b>0.00%</b>
<b>6 Good Intent Call</b>				
6001 Mistaken alarm, Electrical Sparking, no fire	1	0.49%	\$0	0.00%
622 No Incident found on arrival at dispatch address	1	0.49%	\$0	0.00%
631 Authorized controlled burning	1	0.49%	\$0	0.00%

City of Mattoon

Incident Type Report (Summary)

Alarm Date Between {07/01/2008} And  
{07/31/2008}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>6 Good Intent Call</b>				
651 Smoke scare, odor of smoke	3	1.48%	\$0	0.00%
6520 Steam from broken radiator hose mistaken for smoke		0.49%	\$0	0.00%
6610 EMS call, 2nd party call, no problem found	1	0.49%	\$0	0.00%
	<b>9</b>	<b>4.43%</b>	<b>\$0</b>	<b>0.00%</b>
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	1	0.49%	\$0	0.00%
7000 False alarm due to severe weather	7	3.45%	\$0	0.00%
730 System malfunction, Other	1	0.49%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	0.49%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.49%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.49%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	2	0.99%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	2	0.99%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.49%	\$0	0.00%
	<b>17</b>	<b>8.37%</b>	<b>\$0</b>	<b>0.00%</b>
<b>8 Severe Weather &amp; Natural Disaster</b>				
800 Severe weather or natural disaster, Other	1	0.49%	\$0	0.00%
	<b>1</b>	<b>0.49%</b>	<b>\$0</b>	<b>0.00%</b>

Total Incident Count: 203

Total Est Loss:

\$3,750

**MATTOON POLICE DEPARTMENT MONTHLY REPORT  
MONTH OF JUNE 2008**

	<b>NUMBER</b>	<b>INCOME</b>	<b>EXPENSE</b>
<b>CALLS</b>			
DISPATCHED FOR MONTH	1,980		

<b>ARRESTS</b>			
CITY COMPLAINTS	26		
STATE COMPLAINTS	59		
RELEASED PENDING INVESTIGATION	5		
CITY COURT FINES COLLECTED		\$2,647.00	
TRAFFIC FINES COLLECTED		\$9,172.81	
DUI EQUIPMENT FEES COLLECTED		\$2,258.40	
DRUG RELATED OFFENSE FINES COLLECTED		\$164.50	
POLICE VEHICLE FUND (COURT SUPERVISION)		\$220.50	
<b>*TOTAL*</b>	90		

<b>ILLEGAL PARKING</b>			
HANDICAP TICKETS @ \$100.00	0 (\$0.00)		
OTHER TICKETS @ \$10.00	3 (\$30.00)		
2 HR. TICKETS @ \$5.00	0 (\$0.00)		
2 HR. TICKETS OVER 72 HRS. @ \$10.00	0 (\$0.00)		
RESERVED TICKETS @ \$25.00	0 (\$0.00)		
RESERVED TICKETS OVER 72 HRS. @ \$35.00	0 (\$0.00)		
<b>*TOTAL TICKETS PAID*</b>	3 (\$30.00)	\$30.00	

<b>REVENUE FROM PHOTOSTAT MACHINE</b>			
<b>*TOTAL*</b>		\$246.95	

<b>REVENUE FROM SEX OFFENDER REGISTRATION</b>			
<b>*TOTAL*</b>		\$45.00	

<b>ACCIDENTS</b>			
ACCIDENTS REPORTED FOR MONTH	50		
INJURIES REPORTED FOR MONTH	8		
DEATHS REPORTED FOR MONTH	0		

<b>VEHICLES</b>			
MILES VEHICLES DRIVEN	29,373		
GALLONS OF GASOLINE	2,166.80		
REPAIR COSTS FOR POLICE DEPT VEHICLES			\$3,521.46

<b>JAIL</b>			
COST OF MEALS FOR PRISONERS			\$32.77
REVENUE FROM BOND FEES		\$180.00	

<b>*TOTAL INCOME - JUNE 2008*</b>		<b>\$14,965.16</b>	
<b>*TOTAL EXPENSE - JUNE 2008*</b>			<b>\$3,554.23</b>

PREPARED BY: DEBBIE SPARR  
DATE: JULY 15, 2008

## **BILLS & PAYROLL:**

CITY OF MATTOON  
 7-25-08 PAYROLL  
 7-5-08/7-18-08

	G/L ACCOUNT	ACCOUNT NAME	AMOUNT
CITY COUNCIL	110 5110-111	SALARIES OF REG EMPLOYEES	1,476.91
CITY CLERK	110 5120-111	SALARIES OF REG EMPLOYEES	4,421.39
	110 5120-114	COMPENSATED ABSENCES	625.3
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEES	3,101.09
	110 5130-114	COMPENSATED ABSENCES	163.22
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEES	1,102.31
	110 5150-114	COMPENSATED ABSENCES	76.73
LEGAL SERVICES	110 5160-111	SALARIES OF REG EMPLOYEES	2,178.72
	110 5160-114	COMPENSATED ABSENCES	265.48
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEES	3,547.91
	110 5170-114	COMPENSATED ABSCENSES	262.16
PLANNING & ZONING	110 5180-111	SALARIES OF REG EMPLOYEES	1,457.45
	110 5180-114	COMPENSATED ABSENCES	305.78
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEES	12,355.11
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEES	10,031.07
	110 5212-113	OVERTIME	2,245.34
PATROL	110 5213-111	SALARIES OF REG EMPLOYEES	61,224.04
	110 5213-113	OVERTIME	5,196.68
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEES	2,132.89
POLICE RECORDS	110 5216-111	SALARIES OF REG EMPLOYEES	5,784.96
COMMUNICATION SERVICES	110 5222-111	SALARIES OF REG EMPLOYEES	5,253.96
	110 5222-113	OVERTIME	1,847.63
	110 5222-114	COMPENSATED ABSENCES	579.66
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEES	1,947.01
	110 5227-113	OVERTIME	471.54
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEES	65,160.41
	110 5241-113	OVERTIME	875.56
	110 5241-114	COMPENSATED ABSENCES	17,337.95
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEES	2,990.43
	110 5261-114	COMPENSATED ABSENCES	558.59
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEES	4,172.66
	110 5310-113	OVERTIME	52.02
	110 5310-114	COMPENSATED ABSENCES	580.91
STREETS	110 5320-111	SALARIES OF REG EMPLOYEES	17,603.73
	110 5320-112	SALARIES OF TEMP EMPLOYEES	1,574.75
	110 5320-113	OVERTIME	498.18
	110 5320-114	COMPENSATED ABSENCES	1,969.46
YARD WASTE COLLECTION	110 5335-111	SALARIES OF REG EMPLOYEES	2,612.61
	110 5335-112	SALARIES OF TEMP EMPLOYEES	868
	110 5335-113	OVERTIME	397.08
CONSTRUCTION INSPECTION	110 5370-111	SALARIES OF REG EMPLOYEES	3,318.89
	110 5370-113	OVERTIME	36.76
	110 5370-114	COMPENSATED ABSENCES	24.51
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEES	2,162.33
	110 5381-114	COMPENSATED ABSENCES	277.8
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEES	1,351.56
	110 5390-113	OVERTIME	33.39
	110 5390-114	COMPENSATED ABSENCES	95.46

CITY OF MATTOON

7-25-08 PAYROLL

7-5-08/7-18-08

PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEES	7,073.59
	110 5511-112	SALARIES OF TEMP EMPLOYEES	2,627.00
	110 5511-113	OVERTIME	1,265.57
	110 5511-114	COMPENSATED ABSENCES	63.25
LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEES	1,843.67
	110 5512-112	SALARIES OF TEMP EMPLOYEES	2,142.00
	110 5512-113	OVERTIME	569.25
	110 5512-114	COMPENSATED ABSENCES	105.42
		*** FUND 110 TOTALS ***	268,297.13
HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	1,618.08
	122 5653-112	SALARIES OF TEMP EMPLOYEES	1,256.00
		*** FUND 122 TOTALS ***	2,874.08
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	10,398.11
	211 5353-113	OVERTIME	1,538.73
	211 5353-114	COMPENSATED ABSENCES	1,550.50
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	8,843.66
	211 5354-112	SALARIES OF TEMP EMPLOYEES	124
	211 5354-113	OVERTIME	382.03
	211 5354-114	COMPENSATED ABSENCES	2,115.19
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	3,673.67
	211 5355-114	COMPENSATED ABSENCES	510.45
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	2,785.01
	211 5356-113	OVERTIME	58.85
	211 5356-114	COMPENSATED ABSENCES	1,366.79
		*** FUND 211 TOTALS ***	33,346.99
SANITARY SWR MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	9,913.26
	212 5342-112	SALARIES OF TEMP EMPLOYEES	130
	212 5342-113	OVERTIME	228.37
	212 5342-114	COMPENSATED ABSENCES	2,487.01
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	11,229.05
	212 5344-114	COMPENSATED ABSENCES	584.78
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	3,531.66
	212 5345-114	COMPENSATED ABSENCES	510.47
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	2,723.79
	212 5346-113	OVERTIME	50.5
	212 5346-114	COMPENSATED ABSENCES	1,366.78
		*** FUND 212 TOTALS ***	32,755.67
MAINTENANCE & OPERATIONS	213 5361-111	SALARIES OF REG EMPLOYEES	2,802.01
	213 5361-112	SALARIES OF TEMP EMPLOYEES	2,275.13
	213 5361-113	OVERTIME	78.75
	213 5361-114	COMPENSATED ABSENCES	5.92
		*** FUND 213 TOTALS ***	5,161.81
		*** GRAND TOTALS ***	342,435.68

CITY OF MATTOON  
7-25-08 PAYROLL  
7-5-08/7-18-08

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

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REG REGULAR PAY	33	3,231.50	52,354.36
SAL SALARY PAY	31	11,079.72	239,588.47
VAC VACATION PAY	26	540.25	13,362.38
HOL HOL PAY-REG	19	115.72	2,382.57
SICK SICK PAY-AFS	2	84	1,936.00
FUV VACATION PAY	11	576	12,124.32
SHFT SHIFT PAY	3	356	213.6
SHFP SHIFT PAY	0	340	238
OT OVERTIME PAY	36	479.75	15,742.54
PEHP PEHP	17	17	437.5
CTP COMP PAID	0	16	354.86
CTE COMP EARNED	0	24	0
BCKP BACK PAY	1	1	81.84
SKNU SICK-NON UNI	6	44.75	833.35
FUS SICK-FD UNIO	4	96	1,988.54
SOTP STR OT POLIC	3	3	83.69
BURL BURIAL PAY	1	2	134
VPO VAC PAY OUT	1	56	579.66

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-030100	MATTOON PUBLIC LIBRARY	I-200807166509	110 2172-000	DUE TO LIBRAR:	LOAN	094556	40,000.00		
						DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	40,000.00
01-020559	HALL SIGNS INC	I-235903	110 5110-572	COMM PROMOTIO:	STRAPPING, SET SCREWS	094692	3.10		
01-020559	HALL SIGNS INC	I-236124	110 5110-572	COMM PROMOTIO:	STRAPPING	094692	22.11		
01-020559	HALL SIGNS INC	I-236309	110 5110-572	COMM PROMOTIO:	STRAPPING	094692	22.11		
01-023800	CONSOLIDATED COMMUNICA	I-200807286586	110 5110-532	TELEPHONE	: 234-4633	094604	43.15		
						DEPARTMENT 110	CITY COUNCIL	TOTAL:	90.47
01-000051	AMERICAN LEGAL PUBLISH	I-64564	110 5120-519	OTHER PROFESS:	CODIFICATION UPDATE	094637	2,775.07		
01-023800	CONSOLIDATED COMMUNICA	I-200807306710	110 5120-532	TELEPHONE	: 235-5654	094660	214.51		
01-024060	IL DEPT OF NATURAL RES	I-200807306615	110 5120-802	HUNTING/FISHI:	HUNT/FISH 7-8/14 CIT	000000	12.50		
01-024060	IL DEPT OF NATURAL RES	I-200807306715	110 5120-802	HUNTING/FISHI:	HUNT/FISH 7-15/21 CI	000000	12.50		
01-024075	IL DEPT OF PUBLIC HEAL	I-200807316767	110 5120-801	VITAL RECORDS:	JULY 08 VR FEES	094703	528.00		
						DEPARTMENT 120	CITY CLERK	TOTAL:	3,542.58
01-000720	CARDMEMBER SERVICE	I-0953	110 5130-561	BUSINESS MEET:	CODY'S	094600	42.47		
01-000720	CARDMEMBER SERVICE	I-8137	110 5130-561	BUSINESS MEET:	STADIUM GRILL	094602	19.50		
						DEPARTMENT 130	CITY ADMINISTRATOR	TOTAL:	61.97
01-001657	TYLER TECHNOLOGIES	I-68,064	110 5150-516	TECHNOLOGY SU:	ANNUAL SOFTWARE MNTE	094755	1,229.00		
01-023800	CONSOLIDATED COMMUNICA	I-200807306710	110 5150-532	TELEPHONE	: 235-5654	094660	93.14		
						DEPARTMENT 150	FINANCIAL ADMINISTRATION	TOTAL:	1,322.14
01-002075	ROGER A HENNE	I-200807306756	110 5160-579	OTHER PURCHAS:	MOW 2816 CEDAR	094696	29.00		
01-002075	ROGER A HENNE	I-200807306757	110 5160-579	OTHER PURCHAS:	MOW 2808 CEDAR	094696	25.00		
01-002075	ROGER A HENNE	I-200807306758	110 5160-579	OTHER PURCHAS:	MOW 3105 COMMERCIAL	094696	31.00		
01-022300	HOWARD'S TRASH	I-356983	110 5160-579	OTHER PURCHAS:	2708 CHAMPAIGN	094699	20.00		
01-022300	HOWARD'S TRASH	I-363017	110 5160-579	OTHER PURCHAS:	909 DEWITT	094699	20.00		

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 160 LEGAL SERVICES

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-044430	JOHN THOMAS	I-188723.080712	110 5160-579	OTHER PURCHAS:	MOWING	094753	646.00		
01-044430	JOHN THOMAS	I-188723.080728	110 5160-579	OTHER PURCHAS:	MOWING	094753	280.00		
01-047000	WEST PAYMENT CENTER	I-816260346	110 5160-340	BOOKS & PERIO:	ON LINE RESEARCH 6/0	094765	428.58		
						DEPARTMENT 160	LEGAL SERVICES	TOTAL:	1,479.58
01-000703	TIGER DIRECT	I-P98650450103	110 5170-319	MISCELLANEOUS:	DYMO PRINTER LABELS	094754	61.50		
01-000703	TIGER DIRECT	I-P98725330101	110 5170-316	TOOLS & EQUIP:	BACKUP HARD DRIVES	094754	339.47		
01-000703	TIGER DIRECT	I-P98778890101	110 5170-316	TOOLS & EQUIP:	PRINT SERVER	094754	66.07		
01-000703	TIGER DIRECT	I-P99127410102	110 5170-319	MISCELLANEOUS:	LASERJET TONER CARTR	094754	478.00		
01-001011	HEWLETT-PACKARD COMPAN	I-44515260	110 5170-851	WIDE AREA NET:	SERVER RACK FAN	094697	240.00		
01-001571	HANS WARNER	I-200807166515	110 5170-564	PRIVATE VEHIC:	MILEAGE 5/29-7/10	094561	28.28		
01-023800	CONSOLIDATED COMMUNICA	I-200807166516	110 5170-854	WIDE AREA NET:	101-0937	094553	88.08		
01-023800	CONSOLIDATED COMMUNICA	I-200807166517	110 5170-854	WIDE AREA NET:	101-5520	094553	88.08		
01-043371	SPRINGFIELD ELECTRIC	I-S2389202.001	110 5170-319	MISCELLANEOUS:	SPRINGFIELD ELECTRIC	094748	92.80		
01-043371	SPRINGFIELD ELECTRIC	I-S2389202.001	110 5170-316	TOOLS & EQUIP:	SPRINGFIELD ELECTRIC	094748	60.00		
01-049003	XEROX CORPORATION	I-033609086	110 5170-841	WIDE AREA NET:	XEROX SFS MNTCE	094564	396.00		
						DEPARTMENT 170	COMPUTER INFO SYSTEMS	TOTAL:	1,938.28
01-008200	COLES CO REGIONAL PLAN	I-3899	110 5180-511	PLANNING & DE:	MAY 08 TA BILLING	094656	630.00		
						DEPARTMENT 180	PLANNING & ZONING	TOTAL:	630.00
01-000602	POSTAGE BY PHONE RESER	I-200807306671	110 5211-531	POSTAGE	: REPLENISH POSTAGE	094733	600.00		
01-030056	LAKE LAND FLORALS	I-200807306673	110 5211-579	MISC OTHER PU:	DETTRO PLANTER	094716	64.00		
01-041001	SEC OF STATE	I-200807316766	110 5211-522	NOTARY FEES	: SPARR NOTARY	094742	10.00		
01-043522	STAPLES CREDIT PLAN	I-1345403001	110 5211-311	OFFICE SUPPLI:	OFFICE SUPPLIES	094615	186.71		
01-049003	XEROX CORPORATION	I-033932785	110 5211-814	PRINT/COPY MA:	COPIER YHT-189182	094767	38.79		
						DEPARTMENT 211	POLICE ADMINISTRATION	TOTAL:	899.50

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 212 CRIMINAL INVESTIGATION

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-000364	GLOBAL EQUIPMENT COMPA	I-102661874	110 5212-319	MISCELLANEOUS:	STORAGE BINS	094690	158.95		
01-002958	BATTERY SPECIALISTS	I-70747	110 5212-319	MISCELLANEOUS:	SEILER'S COMPUTER	094640	21.00		
						DEPARTMENT 212	CRIMINAL INVESTIGATION	TOTAL:	179.95
01-000586	VISIONAIR	I-BILL0000004435	110 5213-579	MISC OTHER PU:	VISIONMOBILE LICENSI	094761	685.50		
01-001714	TASER INTERNATIONAL	I-SI1115316	110 5213-319	MISCELLANEOUS:	TASER INTERNATIONAL	094752	350.00		
01-030021	L & S SAFETY	I-2008-10033	110 5213-319	MISCELLANEOUS:	GLOVES	094715	40.00		
						DEPARTMENT 213	PATROL	TOTAL:	1,075.50
01-000991	SPRINGFIELD POLICE ACA	I-200807306617	110 5221-562	TRAVEL & TRAI:	POLICE SNIPER TRAINI	094749	150.00		
01-014232	EAST CENTRAL LAW ENFOR	I-200807306672	110 5221-562	TRAVEL & TRAI:	TRAINING	094674	3,500.00		
01-035201	MID STATES ORGANIZED C	I-200807286569	110 5221-562	TRAVEL & TRAI:	CONFERENCE REGISTRAT	094607	400.00		
						DEPARTMENT 221	POLICE TRAINING	TOTAL:	4,050.00
01-001620	VERIZON WIRELESS	I-1884382307	110 5222-533	CELLULAR PHON:	MOBILES	094759	677.24		
						DEPARTMENT 222	COMMUNICATION SERVICES	TOTAL:	677.24
01-002958	BATTERY SPECIALISTS	I-70372	110 5223-318	VEHICLE PARTS:	BATTERY 2L14	094640	64.95		
01-002958	BATTERY SPECIALISTS	I-70649	110 5223-318	VEHICLE PARTS:	BATTERY	094640	64.95		
01-002958	BATTERY SPECIALISTS	I-70650	110 5223-318	VEHICLE PARTS:	BATTERY	094640	64.95		
01-009075	CUSD #2 TRANSPORTATION	I-334	110 5223-326	FUEL	: FUEL 6/1-30 POLICE	094662	7,512.87		
01-013900	D-R AUTO BODY SHOP	I-200807306619	110 5223-434	REPAIR OF VEH:	REPAIR SQUAD	094663	518.00		
01-014115	DUNN'S I-57 MARATHON	I-56887	110 5223-434	REPAIR OF VEH:	TOW MALIBU	094670	86.50		
01-016000	FARM PLAN	I-3185300	110 5223-319	MISCELLANEOUS:	CAR WASH	094771	11.16		
01-016000	FARM PLAN	I-3195018	110 5223-319	MISCELLANEOUS:	SPRAY PAINT	094771	59.88		
01-029555	GARY KEPLEY	I-200807306765	110 5223-326	FUEL	: TRAVEL 7/13-18	094713	112.00		
01-038375	DAN PILSON AUTO CENTER	I-54004	110 5223-434	REPAIR OF VEH:	REPAIR 2L13	094664	710.39		

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 223 AUTOMOTIVE SERVICES

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038375	DAN PILSON AUTO CENTER	I-54313	110 5223-434	REPAIR OF VEH:	REPAIR 2L15	094664	153.11
01-038375	DAN PILSON AUTO CENTER	I-54575	110 5223-434	REPAIR OF VEH:	REPAIR 2L15	094664	312.29
01-041000	SECRETARY OF STATE	I-200807306618	110 5223-319	MISCELLANEOUS:	RENEW STICKER 148361	094743	78.00
DEPARTMENT 223 AUTOMOTIVE SERVICES						TOTAL:	9,749.05
01-008000	COLES CO COLLECTOR	I-200807306724	110 5224-828	REAL ESTATE T:	3121 DEWITT	094652	1.00
01-008000	COLES CO COLLECTOR	I-200807306730	110 5224-828	REAL ESTATE T:	1713 WABASH	094653	6.00
01-008000	COLES CO COLLECTOR	I-200807306732	110 5224-828	REAL ESTATE T:	1710 WABASH	094653	11.48
01-008600	COLES MOULTRIE ELECTRI	I-200807186536	110 5224-322	ELECTRICITY :	PISTOL RANGE	094567	55.65
01-016000	FARM PLAN	I-3197147	110 5224-312	CLEANING SUPP:	ROUNDUP	094771	39.99
01-033800	MATTOON WATER DEPT	I-200807096359	110 5224-410	UTILITY SERVI:	221 S 17TH	000000	29.46
01-033800	MATTOON WATER DEPT	I-200807096360	110 5224-410	UTILITY SERVI:	1710 WABASH	000000	100.32
01-035600	KONE INC	I-17853253	110 5224-435	ELEVATOR SERV:	ELEV MNTCE 7/08	094714	535.00
DEPARTMENT 224 POLICE BUILDINGS						TOTAL:	778.90
01-000061	HOME DEPOT	I-5065458	110 5241-432	REPAIR OF BUI:	CORNER BRACE	094698	11.18
01-000550	ALEXANDERS AUTO PARTS	I-200807316805	110 5241-316	TOOLS & EQUIP:	BULBS,GASKET,OIL DRY	094633	3.99
01-000550	ALEXANDERS AUTO PARTS	I-200807316805	110 5241-318	VEHICLE PARTS:	BULBS,GASKET,OIL DRY	094633	36.62
01-000550	ALEXANDERS AUTO PARTS	I-200807316805	110 5241-319	MISCELLANEOUS:	BULBS,GASKET,OIL DRY	094633	106.34
01-000720	CARDMEMBER SERVICE	I-0019	110 5241-562	TRAVEL & TRAI:	THE FOUNTAINS CAFE	094600	27.63
01-000720	CARDMEMBER SERVICE	I-0028	110 5241-562	TRAVEL & TRAI:	THE FOUNTAINS CAFE	094600	18.42
01-000720	CARDMEMBER SERVICE	I-0217	110 5241-562	TRAVEL & TRAI:	LODGING 6/18-19	094600	199.12
01-000720	CARDMEMBER SERVICE	I-200807286587	110 5241-562	TRAVEL & TRAI:	THE FOUNTAINS CAFE	094600	9.21
01-000720	CARDMEMBER SERVICE	I-200807286590	110 5241-562	TRAVEL & TRAI:	LODGING 6/18-20	094600	199.12
01-000720	CARDMEMBER SERVICE	I-2929	110 5241-318	VEHICLE PARTS:	TRUCK PARTS	094601	840.84
01-000720	CARDMEMBER SERVICE	I-4935	110 5241-562	TRAVEL & TRAI:	JOES CRAB SHACK	094601	93.15
01-000720	CARDMEMBER SERVICE	I-6420	110 5241-319	MISCELLANEOUS:	CVS	094601	26.68
01-000720	CARDMEMBER SERVICE	I-9552	110 5241-562	TRAVEL & TRAI:	LOTAWATA CREEK	094602	47.54
01-001070	AMERENCIPS	I-200807166511	110 5241-321	NATURAL GAS &:	1801 PRAIRIE STA 1	094551	41.52
01-001070	AMERENCIPS	I-200807286573	110 5241-321	NATURAL GAS &:	AMERENCIPS	094598	39.69
01-001070	AMERENCIPS	I-200807296592	110 5241-321	NATURAL GAS &:	HWY 16 STA 2	094635	41.96
01-002084	ENVIRONMENTAL SAFETY G	I-14731	110 5241-316	TOOLS & EQUIP:	ENVIRONMENTAL SAFETY	094678	6,815.00
01-002084	ENVIRONMENTAL SAFETY G	I-14731-1	110 5241-316	TOOLS & EQUIP:	SHIPPING	094678	15.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002958	BATTERY SPECIALISTS	I-70835	110 5241-316	TOOLS & EQUIP:	BATTERIES	094640	12.50
01-008000	COLES CO COLLECTOR	I-200807306721	110 5241-828	REAL ESTATE T:	2700 MARSHALL	094652	2.14
01-008600	COLES MOULTRIE ELECTRI	I-200807166512	110 5241-321	NATURAL GAS &:	HWY 16 STA 2	094552	403.28
01-012970	DON BAKER'S PEST CONTR	I-200807306661	110 5241-460	OTHER PROP MA:	PEST CONTROL	094667	30.00
01-012970	DON BAKER'S PEST CONTR	I-200807306662	110 5241-460	OTHER PROP MA:	PEST CONTROL	094667	30.00
01-014713	EMERGENCY MEDICAL PROD	I-INV1079427	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	094676	179.69
01-014713	EMERGENCY MEDICAL PROD	I-INV1082821	110 5241-313	MEDICAL & SAF:	THERMOMETER	094676	2.39
01-015410	EZ PARCEL & BUSINESS S	I-52895	110 5241-531	POSTAGE :	SHIPPING	094681	71.34
01-016000	FARM PLAN	I-3179119	110 5241-316	TOOLS & EQUIP:	TENT	094606	119.99
01-016000	FARM PLAN	I-3184447	110 5241-432	REPAIR OF BUI:	SURGE PROTECTOR	094606	15.98
01-016000	FARM PLAN	I-3193942	110 5241-319	MISCELLANEOUS:	EXTENSION SPRING	094606	1.99
01-016000	FARM PLAN	I-3194736	110 5241-319	MISCELLANEOUS:	TAPE,SUCTION GUN	094606	13.96
01-016000	FARM PLAN	I-3197281	110 5241-316	TOOLS & EQUIP:	SCOOP	094606	25.99
01-022300	HOWARD'S TRASH	I-200807306664	110 5241-460	OTHER PROP MA:	20 YARD DUMP	094699	355.00
01-023500	MOTION INDUSTRIES	I-IL64-812973	110 5241-318	VEHICLE PARTS:	MOTION INDUSTRIES	094726	133.31
01-023800	CONSOLIDATED COMMUNICA	I-200807166514	110 5241-532	TELEPHONE :	234-2448	094553	38.46
01-023800	CONSOLIDATED COMMUNICA	I-200807286580	110 5241-532	TELEPHONE :	235-0947	094604	40.51
01-023800	CONSOLIDATED COMMUNICA	I-200807286581	110 5241-532	TELEPHONE :	235-0942	094604	111.68
01-023800	CONSOLIDATED COMMUNICA	I-200807286582	110 5241-532	TELEPHONE :	235-0924	094604	47.78
01-025600	IL MO PRODUCTS COMPANY	I-200807306611	110 5241-313	MEDICAL & SAF:	OXYGEN,CYLINDER RENT	094704	10.76
01-025600	IL MO PRODUCTS COMPANY	I-200807306611	110 5241-313	MEDICAL & SAF:	OXYGEN,CYLINDER RENT	094704	15.26
01-025600	IL MO PRODUCTS COMPANY	I-200807306611	110 5241-313	MEDICAL & SAF:	OXYGEN,CYLINDER RENT	094704	20.10
01-031000	LORENZ SUPPLY CO.	I-140288-00	110 5241-312	CLEANING SUPP:	SOAP,TOWELS,FOIL	094718	261.44
01-031000	LORENZ SUPPLY CO.	I-141714-00	110 5241-312	CLEANING SUPP:	TOWELS,TISSUE	094718	113.22
01-035050	METZGER WELDING SERVIC	I-200807306614	110 5241-318	VEHICLE PARTS:	ALUMINUM	094723	46.35
01-036080	MUNICIPAL EMERGENCY SE	I-000452048NV	110 5241-460	OTHER PROP MA:	MUNICIPAL EMERGENCY	094727	50.36
01-036080	MUNICIPAL EMERGENCY SE	I-000474988NV	110 5241-460	OTHER PROP MA:	REPAIRS	094727	272.55
01-043522	STAPLES CREDIT PLAN	I-27355	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	094609	46.96
01-043522	STAPLES CREDIT PLAN	I-28560	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	094609	41.48
01-043522	STAPLES CREDIT PLAN	I-33143	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	094609	18.84
01-045820	WALMART COMMUNITY BRC	I-02349	110 5241-316	TOOLS & EQUIP:	WALMART COMMUNITY BR	094762	57.76

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-045820	WALMART COMMUNITY BRC	I-07592	110 5241-312	CLEANING SUPP:	COFFEE, DAWN, TRASH BA	094762	80.61		
01-049003	XEROX CORPORATION	I-033932779	110 5241-814	PRINT/COPY MA:	COPIER YHT-189240	094767	36.81		
						DEPARTMENT 241	FIRE PROTECTION ADMIN.	TOTAL:	11,281.50
01-008000	COLES CO COLLECTOR	I-200807306719	110 5261-829	REAL ESTATE T:	2113 MARION	094652	3.22		
01-008000	COLES CO COLLECTOR	I-200807306723	110 5261-828	REAL ESTATE T:	2808 CEDAR	094652	1.00		
01-023800	CONSOLIDATED COMMUNICA	I-200807166521	110 5261-532	TELEPHONE	: 234-7367	094553	241.40		
01-041120	RAYMOND SENTENEY	I-200807306607	110 5261-562	TRAVEL & TRAI:	TRAVEL 7/9/08	094744	102.87		
						DEPARTMENT 261	CODE ENFORCEMENT ADMIN	TOTAL:	348.49
01-043522	STAPLES CREDIT PLAN	I-27664	110 5310-311	OFFICE SUPPLI:	OFFICE SUPPLIES	094565	78.22		
						DEPARTMENT 310	PUBLIC WORKS ADMIN	TOTAL:	78.22
01-001302	FAST MEDICAL	I-05012204003	110 5320-313	MEDICAL & SAF:	MEDICAL SUPPLIES	094568	13.10		
01-001302	FAST MEDICAL	I-05050807895	110 5320-313	MEDICAL & SAF:	MEDICAL SUPPLIES	094568	31.47		
01-001530	HD SUPPLY UTILITIES LT	I-833173-00	110 5320-316	TOOLS AND EQU:	CHAINSAW SCABBARD	094694	132.00		
01-002086	ROY OVERTON TRUCKING	I-2129	110 5320-519	OTHER PROFESS:	RELOCATE TUB GRINDER	094736	275.00		
01-002098	BARRY BOLSEN	I-227451	110 5320-519	OTHER PROFESS:	115 WESTVIEW	094644	240.00		
01-003206	BIRKEYS	I-85506	110 5320-440	RENTALS	: CASE RENTAL	094643	311.50		
01-003206	BIRKEYS	I-T60331	110 5320-318	VEHICLE PARTS:	CASTER WHEEL	094643	45.87		
01-003206	BIRKEYS	I-T60450	110 5320-316	TOOLS AND EQU:	WACKER BLADE	094643	28.80		
01-003206	BIRKEYS	I-T60457	110 5320-318	VEHICLE PARTS:	COUPLER, REDUCER BUSH	094643	55.89		
01-003206	BIRKEYS	I-X15446	110 5320-433	REPAIR OF MAC:	2006 CASE REPAIRS	094643	166.93		
01-006300	CHARLESTON STONE CO	I-11089	110 5320-359	OTHER STREET	: CA14	094649	527.70		
01-008000	COLES CO COLLECTOR	I-200807306743	110 5320-828	REAL ESTATE T:	ST DEPT STORAGE	094654	8.74		
01-008000	COLES CO COLLECTOR	I-200807306745	110 5320-828	REAL ESTATE T:	STREET DEPT	094654	4.38		
01-008981	COMMERCIAL ALIGNMENT &	I-891	110 5320-434	REPAIR OF VEH:	ALIGNMENT	094657	49.95		
01-013902	DRAKE SCRUGGS EQUIP	I-0105795-IN	110 5320-433	REPAIR OF MAC:	GMC REPAIRS	094668	168.00		
01-013902	DRAKE SCRUGGS EQUIP	I-0105842-IN	110 5320-434	REPAIR OF VEH:	BUCKET TRUCK REPAIRS	094668	144.85		

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016000	FARM PLAN	I-3185244	110 5320-319	MISCELLANEOUS:	GAS CAN	094682	6.98
01-016000	FARM PLAN	I-3208721	110 5320-312	CLEANING SUPP:	TOWELS, TISSUE	094682	62.93
01-016000	FARM PLAN	I-3208729	110 5320-312	CLEANING SUPP:	COFFEE	094682	13.98
01-018100	GANO WELDING	I-148962	110 5320-316	TOOLS AND EQU:	WELDING SUPPLIES	094687	182.60
01-022400	HOWELL ASPHALT CO	I-4735MB	110 5320-359	OTHER STREET :	COLD MIX	094700	240.00
01-022400	HOWELL ASPHALT CO	I-4787MB	110 5320-359	OTHER STREET :	COLD MIX	094700	247.50
01-023500	MOTION INDUSTRIES	I-IL64-811925	110 5320-319	MISCELLANEOUS:	WYPALL	094557	67.69
01-023800	CONSOLIDATED COMMUNICA	I-200807286583	110 5320-532	TELEPHONE :	235-5522	094604	76.48
01-023800	CONSOLIDATED COMMUNICA	I-200807286584	110 5320-532	TELEPHONE :	235-5663	094604	37.56
01-023800	CONSOLIDATED COMMUNICA	I-200807286585	110 5320-532	TELEPHONE :	235-5171	094604	220.94
01-025600	IL MO PRODUCTS COMPANY	I-200807296597	110 5320-316	TOOLS AND EQU:	WELDING SUPPLIES	094704	31.76
01-031000	LORENZ SUPPLY CO.	I-142226-00	110 5320-312	CLEANING SUPP:	TOWELS	094718	59.60
01-033800	MATTOON WATER DEPT	I-200807096373	110 5320-410	UTILITY SERVI:	212 N 12TH	000000	7.03
01-033800	MATTOON WATER DEPT	I-200807096374	110 5320-410	UTILITY SERVI:	221 N 12TH	000000	47.64
01-040250	MATTOON FARM PRIDE	I-CM15290	110 5320-318	VEHICLE PARTS:	SPARK PLUGS,AIR FILT	094720	245.58
01-040463	SARAH BUSH LINCOLN HEA	I-200807306660	110 5320-569	DRUG & ALCOHO:	DRUG SCREENS	094740	137.50
01-043522	STAPLES CREDIT PLAN	I-28807	110 5320-311	OFFICE SUPPLI:	TAPE,STAPLES,PENS	094614	10.96
01-044200	KC SUMMERS BUICK	I-BUCS365103	110 5320-434	REPAIR OF VEH:	#554 REPAIRS	094712	92.30
01-045523	VERMEER SALES & SERVIC	I-200807306608	110 5320-433	REPAIR OF MAC:	BLADE SHARPENING	094760	92.47
DEPARTMENT 320 STREETS						TOTAL:	4,085.68
01-000148	SCHULTZ CONSTRUCTION	I-200807296593	110 5323-351	CONCRETE :	SDWLK 1612 BELL	094741	135.00
01-008000	COLES CO COLLECTOR	I-200807306747	110 5323-828	REAL ESTATE T:	COLES CO COLLECTOR	094654	2.06
01-008000	COLES CO COLLECTOR	I-200807306754	110 5323-828	REAL ESTATE T:	BIKE TRAIL	094655	17.50
01-040469	DURWIN SANDERS	I-28046	110 5323-351	CONCRETE :	SDWLK AT ST. MARY'S	094672	3,060.00
01-040469	DURWIN SANDERS	I-28048	110 5323-351	CONCRETE :	SDWLK 309 LAFAYETTE	094672	585.00
01-040469	DURWIN SANDERS	I-28055	110 5323-351	CONCRETE :	SDWLK 46 ELM RIDGE	094672	337.50
DEPARTMENT 323 SIDEWALKS & CROSSWALKS						TOTAL:	4,137.06

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 326 STREET LIGHTING

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200807166535	110 5326-321	NATURAL GAS &	STREET LIGHTING	094551	10,907.66
01-001070	AMERENCIPS	I-200807286567	110 5326-321	NATURAL GAS &	208 N 19TH	094598	28.33
01-001070	AMERENCIPS	I-200807286568	110 5326-321	NATURAL GAS &	19TH & RICHMOND	094598	43.04
01-008600	COLES MOULTRIE ELECTRI	I-200807286556	110 5326-322	ELECTRIC	: 3020 LAKELAND	094603	5.46
01-008600	COLES MOULTRIE ELECTRI	I-200807286557	110 5326-322	ELECTRIC	: OLD STATE VILLAGE	094603	6.96
01-008600	COLES MOULTRIE ELECTRI	I-200807286558	110 5326-322	ELECTRIC	: SOUTH 9TH ST	094603	6.70
01-008600	COLES MOULTRIE ELECTRI	I-200807286559	110 5326-322	ELECTRIC	: S RT 45 & PARADISE	094603	12.83
01-008600	COLES MOULTRIE ELECTRI	I-200807286560	110 5326-322	ELECTRIC	: PIATT & RT 316	094603	11.20
01-008600	COLES MOULTRIE ELECTRI	I-200807286561	110 5326-322	ELECTRIC	: LAKELAND INN ENTRANC	094603	6.70
01-008600	COLES MOULTRIE ELECTRI	I-200807286562	110 5326-322	ELECTRIC	: SUNRISE APTS	094603	6.96
01-008600	COLES MOULTRIE ELECTRI	I-200807286563	110 5326-322	ELECTRIC	: S RT 45 & PARADISE	094603	12.83
01-008600	COLES MOULTRIE ELECTRI	I-200807286564	110 5326-322	ELECTRIC	: S RT 45 & PARADISE	094603	43.49
01-008600	COLES MOULTRIE ELECTRI	I-200807286565	110 5326-322	ELECTRIC	: S RT 45	094603	51.90
01-008600	COLES MOULTRIE ELECTRI	I-200807286566	110 5326-322	ELECTRIC	: EAST RT 16	094603	71.87
01-014430	EGIZII ELECTRIC, INC.	I-112909	110 5326-432	REPAIR OF BUI:	RT 16 & 9TH ST	094675	671.70
01-014430	EGIZII ELECTRIC, INC.	I-112910	110 5326-432	REPAIR OF BUI:	SWORDS DR LIGHTING	094675	156.00
DEPARTMENT 326 STREET LIGHTING						TOTAL:	12,043.63
01-008000	COLES CO COLLECTOR	I-200807306718	110 5328-828	REAL ESTATE T:	18 WILLIAMS CT	094652	6.88
DEPARTMENT 328 STORM DRAINAGE						TOTAL:	6.88
01-003206	BIRKEYS	I-X15070	110 5331-318	VEHICLE PARTS:	SWEEPER REPAIRS	094643	3,205.62
01-048642	WOODY'S MUNICIPAL SUPP	I-25347	110 5331-318	VEHICLE PARTS:	FLAP	094766	40.51
DEPARTMENT 331 STREET CLEANING						TOTAL:	3,246.13
01-023500	MOTION INDUSTRIES	I-IL64-811804	110 5335-318	VEHICLE PARTS:	MILL SUPPLIES	094557	204.32
01-033800	MATTOON WATER DEPT	I-200807096375	110 5335-410	UTILITY SERVI:	420 LOGAN	000000	31.67
01-045523	VERMEER SALES & SERVIC	I-P00612	110 5335-318	VEHICLE PARTS:	TUB GRINDER PARTS	094760	101.13
DEPARTMENT 335 YARD WASTE COLLECTION						TOTAL:	337.12
01-039210	VEOLIA ES SOLID WASTE	I-F5109380	110 5338-421	DISPOSAL SERV:	CITY TRASH	094612	2,054.79
DEPARTMENT 338 REFUSE COLLECT & DISPOSAL						TOTAL:	2,054.79

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 370 CONSTRUCTION INSPECTION

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-046600	WARNER'S OFFICE EQUIPM	I-52685	110 5370-316	TOOLS & EQUIP:	FILE POCKETS	094763	17.99
DEPARTMENT 370 CONSTRUCTION INSPECTION						TOTAL:	17.99
01-001070	AMERENCIPS	I-200807286573	110 5381-321	NATURAL GAS &:	AMERENCIPS	094598	865.17
01-023800	CONSOLIDATED COMMUNICA	I-200807166533	110 5381-435	ELEVATOR SERV:	234-7376	094553	37.17
01-023800	CONSOLIDATED COMMUNICA	I-200807286572	110 5381-534	PAGERS	: 402-2636	094604	12.80
01-031000	LORENZ SUPPLY CO.	I-138752-02	110 5381-312	CLEANING SUPP:	LORENZ SUPPLY CO.	094718	4.40
01-031000	LORENZ SUPPLY CO.	I-142029-00	110 5381-312	CLEANING SUPP:	TOWELS	094718	330.96
01-035600	KONE INC	I-17855269	110 5381-435	ELEVATOR SERV:	ELEV MNTCE 7/08	094714	210.61
01-045820	WALMART COMMUNITY BRC	I-09268	110 5381-312	CLEANING SUPP:	COMET,AIR FRESHNER	094762	81.86
DEPARTMENT 381 CUSTODIAL SERVICES						TOTAL:	1,542.97
01-008000	COLES CO COLLECTOR	I-200807306731	110 5383-828	REAL ESTATE T:	1701 WABASH	094653	9.00
01-033800	MATTOON WATER DEPT	I-200807096316	110 5383-410	UTILITY SERVI:	1701 WABASH	000000	28.65
DEPARTMENT 383 BURGESS OSBORNE						TOTAL:	37.65
01-000083	IL CENTRAL RAILROAD CO	I-9500040401	110 5384-460	OTHER PROP MA:	SIDEWALK	094702	125.00
DEPARTMENT 384 RAILROAD DEPOT						TOTAL:	125.00
01-008000	COLES CO COLLECTOR	I-200807306725	110 5385-828	REAL ESTATE T:	PARKING LOT	094652	3.24
01-008000	COLES CO COLLECTOR	I-200807306733	110 5385-828	REAL ESTATE T:	1610 CHARLESTON	094653	1.50
01-008000	COLES CO COLLECTOR	I-200807306734	110 5385-828	REAL ESTATE T:	1617 BROADWAY	094653	11.66
01-008000	COLES CO COLLECTOR	I-200807306735	110 5385-828	REAL ESTATE T:	PARKING LOT	094653	12.00
01-008000	COLES CO COLLECTOR	I-200807306736	110 5385-828	REAL ESTATE T:	1708 B'DWAY	094653	2.06
01-008000	COLES CO COLLECTOR	I-200807306737	110 5385-828	REAL ESTATE T:	1706 B'DWAY	094653	2.14
01-008000	COLES CO COLLECTOR	I-200807306738	110 5385-828	REAL ESTATE T:	1700 B'DWAY	094653	2.60
01-008000	COLES CO COLLECTOR	I-200807306739	110 5385-828	REAL ESTATE T:	112-116 N 16TH	094653	4.64
DEPARTMENT 385 PARKING LOTS						TOTAL:	39.84
01-001070	AMERENCIPS	I-200807286555	110 5388-321	NATURAL GAS &:	316 S 32ND	094598	14.89

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 388 GARMENT FACTORY

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008000	COLES CO COLLECTOR	I-200807306722	110 5388-828	REAL ESTATE T:	312 S 32ND	094652	8.56
DEPARTMENT 388 GARMENT FACTORY						TOTAL:	23.45
01-003206	BIRKEYS	I-T60486	110 5511-433	REPAIR OF MAC:	MOWER BLADES	094643	48.84
01-003206	BIRKEYS	I-T60678	110 5511-433	REPAIR OF MAC:	WEEDEATER PARTS	094643	65.12
01-041800	SHERWIN WILLIAMS CO	I-1650-9	110 5511-433	REPAIR OF MAC:	SPRAY TIP	094608	34.82
01-041800	SHERWIN WILLIAMS CO	I-1686-3	110 5511-433	REPAIR OF MAC:	PAINT THINNER	094608	14.59
DEPARTMENT 511 PARK ADMINISTRATION						TOTAL:	163.37
01-001620	VERIZON WIRELESS	I-1884226007	110 5512-533	CELLULAR PHON:	MOBILES	094759	991.15
01-001694	HEARTLAND OUTDOORS	I-200807306670	110 5512-319	MISCELLANEOUS:	ADVERTISING JULY 08	094695	29.50
01-016000	FARM PLAN	I-3190391	110 5512-433	REPAIR OF MAC:	SPARK PLUGS,WIRE	094773	22.63
01-024060	IL DEPT OF NATURAL RES	I-200807296595	110 5512-802	HUNTING/FISHI:	HUNT/FISH 7/15-21 LA 000000		293.50
01-024060	IL DEPT OF NATURAL RES	I-200807296596	110 5512-802	HUNTING/FISHI:	HUNT/FISH 7-22/28 LA 000000		305.25
01-024060	IL DEPT OF NATURAL RES	I-200807306606	110 5512-802	HUNTING/FISHI:	HUNT/FISH 7-8/14 LAK 000000		240.00
01-024101	IL DEPARTMENT OF REVEN	I-200807186537	110 5512-803	SALES TAX REM:	JUNE 08 SALES TAX	094569	374.00
01-044100	SULLIVAN SPORT CENTER	I-189009	110 5512-434	REPAIR OF VEH:	REPAIRS	094751	542.35
01-045155	UNITED PARCEL SERVICE	I-8Y610298	110 5512-531	POSTAGE	: SHIPPING	094756	6.82
DEPARTMENT 512 LAKE ADMINISTRATION						TOTAL:	2,805.20
01-033800	MATTOON WATER DEPT	I-200807096306	110 5521-410	UTILITY SERVI:	418 RICHMOND	000000	46.31
01-045820	WALMART COMMUNITY BRC	I-09268	110 5521-312	CLEANING SUPP:	COMET,AIR FRESHNER	094762	5.56
DEPARTMENT 521 DEMARS CENTER						TOTAL:	51.87
01-008000	COLES CO COLLECTOR	I-200807306753	110 5541-828	REAL ESTATE T:	PETERSON PARK	094654	190.36
01-033800	MATTOON WATER DEPT	I-200807096307	110 5541-410	UTILITY SERVI:	301 RICHMOND	000000	46.26
01-033800	MATTOON WATER DEPT	I-200807096308	110 5541-410	UTILITY SERVI:	305 RICHMOND	000000	41.31
01-033800	MATTOON WATER DEPT	I-200807096309	110 5541-410	UTILITY SERVI:	307 RICHMOND	000000	214.03
01-033800	MATTOON WATER DEPT	I-200807096310	110 5541-410	UTILITY SERVI:	500 B'DWAY SHED	000000	103.09

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033800	MATTOON WATER DEPT	I-200807096311	110 5541-410	UTILITY SERVI:	500 B'DWAY	000000	186.96
01-033800	MATTOON WATER DEPT	I-200807096312	110 5541-410	UTILITY SERVI:	500 B'DWAY	000000	12.45
01-038300	PERRY'S LOCKSMITH	I-24-50367	110 5541-319	MISCELLANEOUS:	FRONT DOOR LOCK REPA	094732	65.00
DEPARTMENT 541 PETERSON PARK						TOTAL:	859.46
01-008000	COLES CO COLLECTOR	I-200807306727	110 5542-828	REAL ESTATE T:	LAWSON PARK	094652	106.68
01-008000	COLES CO COLLECTOR	I-200807306746	110 5542-828	REAL ESTATE T:	LAWSON PARK	094654	10.60
01-033800	MATTOON WATER DEPT	I-200807306600	110 5542-321	NATURAL GAS &:	BASEBALL DIAMOND	000000	54.55
01-041800	SHERWIN WILLIAMS CO	I-3123-5	110 5542-432	REPAIR OF BUI:	LAWSON BLEACHERS	094746	69.64
01-041800	SHERWIN WILLIAMS CO	I-6797-8	110 5542-432	REPAIR OF BUI:	LAWSON BLEACHERS	094746	20.59
DEPARTMENT 542 LAWSON PARK						TOTAL:	262.06
01-001070	AMERENCIPS	I-200807286554	110 5544-321	NATURAL GAS &:	1200 CHAMPAIGN	094598	36.53
DEPARTMENT 544 CUNNINGHAM PARK						TOTAL:	36.53
01-001070	AMERENCIPS	I-200807306761	110 5551-321	NATURAL GAS &:	312 N 10TH	094635	277.24
01-008000	COLES CO COLLECTOR	I-200807306717	110 5551-828	REAL ESTATE T:	BASEBALL FIELDS	094652	115.80
01-008000	COLES CO COLLECTOR	I-200807306744	110 5551-828	REAL ESTATE T:	BOYS COMPLEX	094654	36.48
01-033800	MATTOON WATER DEPT	I-200807096315	110 5551-410	UTILITY SERVI:	801 SHELBY	000000	832.31
DEPARTMENT 551 BOYS COMPLEX						TOTAL:	1,261.83
01-001070	AMERENCIPS	I-200807286571	110 5552-321	NATURAL GAS &:	311 N 6TH	094598	318.67
01-001070	AMERENCIPS	I-200807306675	110 5552-321	NATURAL GAS &:	311 N 6TH BLDG 2	094635	31.36
01-033800	MATTOON WATER DEPT	I-200807096314	110 5552-410	UTILITY SERVI:	713 SHELBY	000000	309.56
01-041800	SHERWIN WILLIAMS CO	I-0821-7	110 5552-319	MISCELLANEOUS:	FIELD PAINT	094608	66.80
01-041800	SHERWIN WILLIAMS CO	I-6600-4	110 5552-319	MISCELLANEOUS:	FIELD PAINT	094608	66.80
DEPARTMENT 552 GIRLS COMPLEX						TOTAL:	793.19
01-001070	AMERENCIPS	I-200807306762	110 5553-321	NATURAL GAS &:	421 SHELBY	094635	108.30
DEPARTMENT 553 JR FOOTBALL COMPLEX						TOTAL:	108.30

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 555 KINZEL FIELD

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200807166532	110 5555-321	NATURAL GAS &	S 22ND FIELD HS	094551	42.05
01-008000	COLES CO COLLECTOR	I-200807306720	110 5555-828	REAL ESTATE T:	2800 MARION	094652	6.42
DEPARTMENT 555 KINZEL FIELD						TOTAL:	48.47
01-001070	AMERENCIPS	I-200807286570	110 5556-321	NATURAL GAS &	221 SHELBY	094598	487.26
DEPARTMENT 556 T-BALL COMPLEX						TOTAL:	487.26
01-041751	SHELBY COUNTY TREASURE	I-200807306667	110 5561-828	REAL ESTATE T:	LAKE MATTOON TAXES	094745	124.76
DEPARTMENT 561 EAST CAMPGROUND						TOTAL:	124.76
01-033500	MATTOON SAND & GRAVEL	I-200807306601	110 5562-352	AGGREGATE SUR:	SAND, ROAD PACK	094722	848.48
DEPARTMENT 562 WEST CAMPGROUND						TOTAL:	848.48
01-000481	PANA BAIT CO	I-2540937	110 5563-317	CONCESSION &	: CONCESSIONS	094729	156.25
01-000481	PANA BAIT CO	I-2542612*	110 5563-317	CONCESSION &	: CONCESSIONS	094729	6.00
01-000481	PANA BAIT CO	I-2542862	110 5563-317	CONCESSION &	: CONCESSIONS	094729	422.85
01-000481	PANA BAIT CO	I-2543172	110 5563-317	CONCESSION &	: CONCESSIONS	094729	498.05
01-000481	PANA BAIT CO	I-2543483	110 5563-317	CONCESSION &	: CONCESSIONS	094729	231.90
01-000720	CARDMEMBER SERVICE	I-4042	110 5563-317	CONCESSION &	: SWIMCAPS	094601	242.00
01-001596	AMERICAN ROD & GUN	I-6231532	110 5563-317	CONCESSION &	: CONCESSIONS	094638	1,542.05
01-002970	BEACHY'S ICE COMPANY	I-37051	110 5563-317	CONCESSION &	: ICE	094641	61.00
01-002970	BEACHY'S ICE COMPANY	I-37052	110 5563-317	CONCESSION &	: ICE	094641	98.50
01-002970	BEACHY'S ICE COMPANY	I-37053	110 5563-317	CONCESSION &	: ICE	094641	61.00
01-006256	COCA-COLA ENTERPRISES	I-6148009525	110 5563-317	CONCESSION &	: CONCESSIONS	094651	631.75
01-020534	VERIZON NORTH	I-200807166534	110 5563-532	TELEPHONE	: 895-2922	094560	63.04
01-033800	MATTOON WATER DEPT	I-200807096313	110 5563-410	UTILITY SERVI:	421 SHELBY	000000	168.97
01-038300	PERRY'S LOCKSMITH	I-21-50246	110 5563-432	REPAIR OF BUI:	SERVICE CALL	094732	130.00
DEPARTMENT 563 MARINA AREA						TOTAL:	4,313.36

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020534	VERIZON NORTH	I-200807306676	110 5564-532	TELEPHONE	: 895-2165	094758	34.81
01-033500	MATTOON SAND & GRAVEL	I-200807306601	110 5564-319	MISCELLANEOUS:	SAND, ROAD PACK	094722	577.78
DEPARTMENT 564 BEACH AREA						TOTAL:	612.59
01-002085	INTERNATIONAL COUNCIL	I-1355611	110 5651-519	OTHER PROFESS:	DUES THROUGH 9/30/09	094708	100.00
01-002097	CONSOLIDATED SERVICES	I-08-3509-1	110 5651-519	OTHER PROFESS:	STREET VACATION PLAT	094661	1,445.00
01-008200	COLES CO REGIONAL PLAN	I-3902	110 5651-519	OTHER PROFESS:	CDAP MAY 08	094656	990.00
DEPARTMENT 651 ECONOMIC DEVELOPMENT						TOTAL:	2,535.00
VENDOR SET 110 GENERAL FUND						TOTAL:	121,193.29

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000720	CARDMEMBER SERVICE	I-0186	122 5653-561	BUSINESS MEET:	LITTLE MEXICO	094600	16.80
01-000720	CARDMEMBER SERVICE	I-0332	122 5653-572	COMMUNITY PRO:	ALAMO	094600	66.30
01-000720	CARDMEMBER SERVICE	I-1578	122 5653-561	BUSINESS MEET:	MCDONALDS	094600	15.29
01-000720	CARDMEMBER SERVICE	I-6908	122 5653-540	ADVERTISING :	ISTOCK INTERNATIONAL	094601	33.00
01-000720	CARDMEMBER SERVICE	I-6918	122 5653-572	COMMUNITY PRO:	CODY'S	094601	124.33
01-001070	AMERENCIPS	I-200807296591	122 5653-321	NATURAL GAS &:	1209 B'DWAY WELCOME	094635	30.15
01-001700	EAST CENTRAL IL ANTIQU	I-200807306760	122 5653-825	TOURISM GRANT:	TOURISM GRANT	094673	500.00
01-008600	COLES MOULTRIE ELECTRI	I-200807166510	122 5653-321	NATURAL GAS &:	WELCOME SIGN	094552	29.14
01-009040	COMMON GROUNDS	I-200807316804	122 5653-572	COMMUNITY PRO:	6/17 MEAL	094659	74.47
01-023800	CONSOLIDATED COMMUNICA	I-200807166518	122 5653-532	TELEPHONE :	258-6286	094553	216.08
01-023800	CONSOLIDATED COMMUNICA	I-200807306605	122 5653-532	TELEPHONE :	800-500-6286	094660	81.14
01-043522	STAPLES CREDIT PLAN	I-10200	122 5653-311	OFFICE SUPPLI:	OFFICE SUPPLIES	094609	318.52
01-043522	STAPLES CREDIT PLAN	I-33387	122 5653-311	OFFICE SUPPLI:	OFFICE SUPPLIES	094609	32.38
01-045820	WALMART COMMUNITY BRC	I-02867	122 5653-561	BUSINESS MEET:	ENVELOPES, TAPE, WATER	094762	10.06

DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL: 1,547.66

VENDOR SET 122 HOTEL TAX FUND TOTAL: 1,547.66

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 123 FESTIVAL MGMT FUND

DEPARTMENT: 582 JULY 4TH FIREWORKS

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000517	PROTECTION SERVICES IN	I-730680	123 5582-440	RENTALS	: RENTAL	094734	550.00
01-000720	CARDMEMBER SERVICE	I-3279	123 5582-319	MISCELLANEOUS:	BATTERIES	094601	29.25
01-002087	FIRST STUDENT, INC.	I-10090913	123 5582-519	OTHER PROFESS:	BUSES FOR JULY 4TH	094684	2,275.00
01-039210	VEOLIA ES SOLID WASTE	I-F5112301	123 5582-519	OTHER PROFESS:	TRASH	094570	222.95
01-045820	WALMART COMMUNITY BRC	I-06961	123 5582-319	MISCELLANEOUS:	ICE,POP,WATER	094762	33.50
01-050820	Z'S MUSIC & SOUND	I-3211	123 5582-519	OTHER PROFESS:	SOUND SYSTEM SERVICE	094768	1,495.00
DEPARTMENT 582 JULY 4TH FIREWORKS						TOTAL:	4,605.70
01-000720	CARDMEMBER SERVICE	I-0014	123 5584-330	FOOD	: ALAMO	094600	28.67
01-000720	CARDMEMBER SERVICE	I-0353	123 5584-833	QUEEN PAGEANT:	ZIGGOSFIFTIES.COM	094600	98.93
01-000720	CARDMEMBER SERVICE	I-1778	123 5584-833	QUEEN PAGEANT:	MAKESPARTIES.COM	094600	24.15
01-000720	CARDMEMBER SERVICE	I-200807286589	123 5584-531	POSTAGE	: POSTAGE	094600	42.00
01-000720	CARDMEMBER SERVICE	I-3101	123 5584-561	BUSINESS MEET:	JIMMY JOHNS	094601	30.10
01-000720	CARDMEMBER SERVICE	I-3846	123 5584-531	POSTAGE	: POSTAGE	094601	42.00
01-000720	CARDMEMBER SERVICE	I-4517	123 5584-330	FOOD	: SUBWAY	094601	38.62
01-000720	CARDMEMBER SERVICE	I-4609	123 5584-317	CONCESSION & :	ORIENTAL TRADING	094601	45.87
01-000720	CARDMEMBER SERVICE	I-4609	123 5584-833	QUEEN PAGEANT:	ORIENTAL TRADING	094601	67.79
01-000720	CARDMEMBER SERVICE	I-8790	123 5584-330	FOOD	: VILLA PIZZA	094602	22.42
01-001751	JONATHAN P CLARKSON	I-200807166524	123 5584-832	BEER TENT	: BEER TENT ENTERTAINM	094563	1,200.00
01-002082	JONATHON B SCHUBERT	I-200807166522	123 5584-834	ENTERTAINMENT:	BAND SHELL ENTERTAIN	094558	350.00
01-002083	DAN'S ROASTED CORN	I-200807286574	123 5584-813	OTHER REFUND :	BAGELFEST REFUND	094605	250.00
01-002088	ILLINI RADIO GROUP	I-33338	123 5584-540	ADVERTISING :	BAGELFEST ADVERTISIN	094705	1,120.00
01-020803	HARRELSON PLUMBING & H	I-11177	123 5584-440	RENTALS	: POTTY RENTAL	094693	3,400.00
01-033200	MATTOON PRINTING CENTE	I-200807306603	123 5584-550	PRINTING & BI:	LAMINATION	094721	5.00
01-033200	MATTOON PRINTING CENTE	I-200807306604	123 5584-550	PRINTING & BI:	REGISTRATION FORMS	094721	76.79
01-038082	PELICAN SIGNS	I-3818	123 5584-550	PRINTING & BI:	BANNERS	094731	1,200.00
01-043202	SPECTRUM	I-8-462	123 5584-550	PRINTING & BI:	ADVERTISER CARDS	094747	447.00
01-043202	SPECTRUM	I-CC-493	123 5584-550	PRINTING & BI:	POSTERS	094747	70.00
01-045820	WALMART COMMUNITY BRC	I-04800	123 5584-834	ENTERTAINMENT:	CARDS,POP,BLEACH,SOA	094762	282.71
01-045820	WALMART COMMUNITY BRC	I-04800	123 5584-832	BEER TENT	: CARDS,POP,BLEACH,SOA	094762	11.51

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-046715	WAVE GRAPHICS	I-7823	123 5584-319	MISCELLANEOUS:	BAGELFEST SHIRTS	094764	1,571.70
DEPARTMENT 584 BAGELFEST						TOTAL:	10,425.26
VENDOR SET 123 FESTIVAL MGMT FUND						TOTAL:	15,030.96

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 125 INSURANCE &amp; TORT JDGMNT

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001888	ILLINOIS PUBLIC RISK F	I-200807306714	125 5150-250	WORKERS' COMP:	AUGUST 08 PREMIUM	094706	46,443.00
01-002800	CHAMBER OF COMMERCE	I-200807306609	125 5150-519	OTHER PROFESS:	CHAMBER BUCKS	094648	75.00
01-002800	CHAMBER OF COMMERCE	I-200807306610	125 5150-519	OTHER PROFESS:	CHAMBER BUCKS	094648	375.00
DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:							46,893.00
VENDOR SET 125 INSURANCE & TORT JDGMNT TOTAL:							46,893.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 128 MIDTOWN TIF FUND

DEPARTMENT: 604 MIDTOWN TIF DISTRICT

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000720	CARDMEMBER SERVICE	I-8052	128 5604-561	BUSINESS MEET: TIF INCENTIVE REVIEW		094601	25.84
DEPARTMENT 604 MIDTOWN TIF DISTRICT						TOTAL:	25.84
VENDOR SET 128 MIDTOWN TIF FUND						TOTAL:	25.84

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 321 STREETS

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006300	CHARLESTON STONE CO	I-11087*	130 5321-730	IMPROVEMENTS :	CA14	094649	3,638.19
01-006300	CHARLESTON STONE CO	I-11088*	130 5321-730	IMPROVEMENTS :	CA16	094649	1,530.55
DEPARTMENT 321 STREETS						TOTAL:	5,168.74
01-045400	UPCHURCH GROUP INC	I-10180	130 5328-730	IMPROVEMENTS :	LAND PURCHASE SURVEY	094757	11,971.01
DEPARTMENT 328 STORM DRAINAGE						TOTAL:	11,971.01
01-008000	COLES CO COLLECTOR	I-200807306726	130 5608-577	YMCA LAND ACQ:	YMCA PARKING	094652	238.92
01-008000	COLES CO COLLECTOR	I-200807306728	130 5608-577	YMCA LAND ACQ:	201 N 15TH	094652	124.32
01-008000	COLES CO COLLECTOR	I-200807306740	130 5608-577	YMCA LAND ACQ:	200 N 16TH	094653	137.64
01-008000	COLES CO COLLECTOR	I-200807306741	130 5608-577	YMCA LAND ACQ:	1505 RICHMOND	094653	63.76
01-008000	COLES CO COLLECTOR	I-200807306742	130 5608-577	YMCA LAND ACQ:	219 N 15TH	094654	56.28
DEPARTMENT 608 YMCA LAND ACQUISITION						TOTAL:	620.92
VENDOR SET 130 CAPITAL PROJECT FUND						TOTAL:	17,760.67

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 154 MALL BUSINESS DISTRICT

DEPARTMENT: 604 ADMINISTRATIVE EXPENSES

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-015410	EZ PARCEL & BUSINESS S	I-52863	154 5604-531	POSTAGE	: SHIPPING	094681	23.23
01-015410	EZ PARCEL & BUSINESS S	I-52913	154 5604-531	POSTAGE	: SHIPPING	094681	16.38
DEPARTMENT 604 ADMINISTRATIVE EXPENSES						TOTAL:	39.61
VENDOR SET 154 MALL BUSINESS DISTRICT						TOTAL:	39.61

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 351 RESERVOIRS &amp; WTR SOURCES

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMRENCIPS	I-200808016807	211 5351-321	NATURAL GAS &	RR2 POLE BARN	094635	42.38
01-008600	COLES MOULTRIE ELECTRI	I-200807286578	211 5351-321	NATURAL GAS &	RESERVOIRS CONTROL	094603	5.20
01-011001	FOTH & VAN DYKE/DAILY	I-8074	211 5351-519	OTHER PROFESS:	DAM INSPECTIONS	094686	2,525.00
01-011550	DEAN DRAINAGE	I-4545	211 5351-460	OTHER PROPERT:	ROAD PACK,EXCAVATOR	094665	5,959.40
DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL:							8,531.98
01-000125	IDEXX DISTRIBUTION INC	I-231869372	211 5353-319	MISCELLANEOUS:	LAB SUPPLIES	094701	1,411.83
01-000189	BALLINGER AUTO COMPANY	I-200807306712	211 5353-432	REPAIR OF STR:	CLEAN LAGOON	094639	5,500.00
01-000484	ETHANOL PRODUCTS CO2	I-CO244888	211 5353-314	CHEMICALS	: CHEMICALS	094680	1,157.91
01-000703	TIGER DIRECT	I-P99137200101	211 5353-863	COMPUTERS	: WTP SCADA UPGRADE PR	094754	52.94
01-001414	GENERAL CHEMICAL PERFO	I-90148002	211 5353-314	CHEMICALS	: CHEMICALS	094689	3,020.59
01-001730	CARUS PHOSPHATES, INC.	I-10064610	211 5353-314	CHEMICALS	: CHEMICALS	094647	3,570.00
01-001824	BEELMAN LOGISTICS LLC	I-94737	211 5353-314	CHEMICALS	: LIME	094642	841.05
01-008600	COLES MOULTRIE ELECTRI	I-200807166520	211 5353-322	ELECTRICITY	: WATER PURIFICATION P	094552	3,672.27
01-016000	FARM PLAN	I-3171293	211 5353-312	CLEANING SUPP:	TOWELS,COFFEE,BLEACH	094613	64.69
01-016000	FARM PLAN	I-3171545	211 5353-316	TOOLS & EQUIP:	PLIERS	094613	37.98
01-016000	FARM PLAN	I-3171546	211 5353-311	OFFICE SUPPLI:	TABLES	094613	679.90
01-016000	FARM PLAN	I-3172594	211 5353-377	PLANT EQUIPME:	LUBRICANT,SOCKET HEA	094613	15.47
01-016000	FARM PLAN	I-3177284	211 5353-319	MISCELLANEOUS:	ICE BAGS	094613	4.05
01-016000	FARM PLAN	I-31890506	211 5353-314	CHEMICALS	: CHLORINE	094613	39.99
01-017425	FISHER SCIENTIFIC	I-7082636	211 5353-319	MISCELLANEOUS:	LAB SUPPLIES	094685	229.34
01-020540	HACH COMPANY	I-5800598	211 5353-319	MISCELLANEOUS:	SUPPLIES	094691	890.00
01-030083	LANMAN OIL CO INC	I-274763	211 5353-326	FUEL	: DIESEL FUEL	094717	2,260.81
01-031402	M & M PUMP SUPPLY INC	I-514136	211 5353-377	PLANT EQUIPME:	SLIP BALL,BUSHING,CU	094719	13.82
01-037976	PDC LABORATORIES	I-610466S	211 5353-519	OTHER PROFESS:	WATER TESTING	094730	55.00
01-045155	UNITED PARCEL SERVICE	I-8Y610288	211 5353-531	POSTAGE	: SHIPPING	094610	15.81
01-045155	UNITED PARCEL SERVICE	I-8Y610298	211 5353-531	POSTAGE	: SHIPPING	094756	14.24

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-045820	WALMART COMMUNITY BRC	I-03505	211 5353-311	OFFICE SUPPLI:	COFFEE,TOWELS, TISSUE	094772	36.06
01-049003	XEROX CORPORATION	I-033932784	211 5353-814	PRINTING & CO:	COPIER YHT-189369	094767	65.46
DEPARTMENT 353 WATER TREATMENT PLANT						TOTAL:	23,649.21
01-001302	FAST MEDICAL	I-05012204003	211 5354-313	MEDICAL & SAF:	MEDICAL SUPPLIES	094568	13.10
01-001302	FAST MEDICAL	I-05050807895	211 5354-313	MEDICAL & SAF:	MEDICAL SUPPLIES	094568	31.47
01-002970	BEACHY'S ICE COMPANY	I-36828	211 5354-319	MISCELLANEOUS:	ICE	094641	23.50
01-003206	BIRKEYS	I-85506	211 5354-440	RENTALS :	CASE RENTAL	094643	311.50
01-003206	BIRKEYS	I-T60457	211 5354-318	VEHICLE PARTS:	COUPLER,REDUCER BUSH	094643	55.89
01-003206	BIRKEYS	I-T60535	211 5354-318	VEHICLE PARTS:	EXHAUST PIPE	094643	95.23
01-003206	BIRKEYS	I-X15446	211 5354-433	REPAIR OF MAC:	2006 CASE REPAIRS	094643	166.93
01-008000	COLES CO COLLECTOR	I-200807306752	211 5354-828	REAL ESTATE T:	ELEVATED WATER TANK	094654	16.74
01-008600	COLES MOULTRIE ELECTRI	I-200807166519	211 5354-321	NATURAL GAS &:	SBLHC PUMP STA	094552	203.66
01-009000	COMMERCIAL ELECTRIC	I-23638001	211 5354-432	REPAIR OF STR:	REPAIR UNDERGROUND B	094658	264.29
01-016000	FARM PLAN	I-3207913	211 5354-316	TOOLS & EQUIP:	SPADE,SHOVEL	094682	60.96
01-023500	MOTION INDUSTRIES	I-IL64-811925	211 5354-319	MISCELLANEOUS:	WYPALL	094557	67.69
01-025600	IL MO PRODUCTS COMPANY	I-200807296597	211 5354-379	OTHER WATER M:	WELDING SUPPLIES	094704	46.25
01-025682	IMCO UTILITY SUPPLY CO	I-1013496-00	211 5354-371	WATER PIPE :	PIPE,ADAPTERS,GASKET	094707	2,695.00
01-025682	IMCO UTILITY SUPPLY CO	I-1013496-00	211 5354-379	OTHER WATER M:	PIPE,ADAPTERS,GASKET	094707	869.50
01-025682	IMCO UTILITY SUPPLY CO	I-1013631-00	211 5354-379	OTHER WATER M:	PARTS	094707	160.00
01-025682	IMCO UTILITY SUPPLY CO	I-1013631-01	211 5354-379	OTHER WATER M:	PARTS	094707	610.00
01-025682	IMCO UTILITY SUPPLY CO	I-4006743-00	211 5354-379	OTHER WATER M:	VAVLE REPAIR KIT	094707	275.52
01-040448	S & K AIR POWER	I-1389822-01	211 5354-316	TOOLS & EQUIP:	RIDGE WHEEL CUTTER	094738	65.70
DEPARTMENT 354 WATER DISTRIBUTION						TOTAL:	6,032.93
01-000090	MIDWEST MAILING &	I-SI6296	211 5355-531	POSTAGE :	INK CARTRIDGE	094725	175.00
01-019900	WELLS FARGO FINANCIAL	I-200638011-0708	211 5355-815	POSTAGE METER:	POSTAGE METER LEASE	094562	369.99
01-033000	UNITED STATES POSTAL S	I-200807286553	211 5355-531	POSTAGE :	WATER BILL POSTAGE	094611	1,500.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 355 ACCOUNTING &amp; COLLECTION

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043522	STAPLES CREDIT PLAN	I-200807166513	211 5355-311	OFFICE SUPPLI:	OFFICE SUPPLIES	094559	116.12
DEPARTMENT 355 ACCOUNTING & COLLECTION TOTAL:							2,161.11
01-000099	IPWSOA	I-200807306759	211 5356-562	TRAVEL & TRAI:	CONFERENCE 9/10-12	094709	165.00
01-000790	DICK BUTLER AND ASSOC.	I-200807306665	211 5356-523	PROPERTY & CA:	HIGHWAY PERMIT BOND	094666	200.00
01-001070	AMERENCIPS	I-200807306716	211 5356-321	NATURAL GAS &:	S 12TH ST	094635	26.87
01-008000	COLES CO COLLECTOR	I-200807306729	211 5356-828	REAL ESTATE T:	608 S 12TH	094652	36.24
01-028977	JULIE INC	I-06-08-0952	211 5356-579	MISC. OTHER P:	JUNE 08 MESSAGES	094711	213.75
01-041751	SHELBY COUNTY TREASURE	I-200807306668	211 5356-828	REAL ESTATE T:	FARM TAXES	094745	9.80
01-041751	SHELBY COUNTY TREASURE	I-200807306669	211 5356-828	REAL ESTATE T:	FARM TAXES	094745	17.10
DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:							668.76
VENDOR SET 211 WATER FUND TOTAL:							41,043.99

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002970	BEACHY'S ICE COMPANY	I-36988	212 5342-319	MISCELLANEOUS:	ICE	094641	31.00
01-023500	MOTION INDUSTRIES	I-IL64-811925	212 5342-319	MISCELLANEOUS:	WYPALL	094557	67.69
						DEPARTMENT	98.69
						NON-DEPARTMENTAL	
						TOTAL:	98.69
01-001002	MIKE ABBOTT	I-200807296598	212 5342-313	MEDICAL & SAF:	REIMBURSE STEEL TOE	094632	41.45
01-001302	FAST MEDICAL	I-05012204003	212 5342-313	MEDICAL & SAF:	MEDICAL SUPPLIES	094568	13.10
01-001302	FAST MEDICAL	I-05050807895	212 5342-313	MEDICAL & SAF:	MEDICAL SUPPLIES	094568	31.47
01-002098	BARRY BOLSEN	I-211046	212 5342-460	OTHER PROPERT:	3328 CHAMPAIGN	094644	2,563.13
01-002098	BARRY BOLSEN	I-211047	212 5342-460	OTHER PROPERT:	3332 CHAMPAIGN	094644	860.00
01-002098	BARRY BOLSEN	I-211048	212 5342-460	OTHER PROPERT:	3324 CHAMPAIGN	094644	1,600.00
01-003206	BIRKEYS	I-85506	212 5342-440	RENTALS :	CASE RENTAL	094643	311.50
01-003206	BIRKEYS	I-T60457	212 5342-318	VEHICLE PARTS:	COUPLER,REDUCER BUSH	094643	55.88
01-003206	BIRKEYS	I-T60752	212 5342-318	VEHICLE PARTS:	GASKET	094643	131.98
01-003206	BIRKEYS	I-X15446	212 5342-433	REPAIR OF MAC:	2006 CASE REPAIRS	094643	166.94
01-025600	IL MO PRODUCTS COMPANY	I-200807296597	212 5342-369	OTHER SEWER M:	WELDING SUPPLIES	094704	46.25
01-035050	METZGER WELDING SERVIC	I-200807306663	212 5342-433	REPAIR OF MAC:	METZGER WELDING SERV	094723	243.30
01-040448	S & K AIR POWER	I-1388890-01	212 5342-316	TOOLS & EQUIP:	S & K AIR POWER	094738	52.52
01-040467	SAFETY COMPLIANCE	I-13483	212 5342-313	MEDICAL & SAF:	SWEATBANDS,SAFETY GL	094739	69.40
						DEPARTMENT 342 SEWER COLLECTION SYSTEM	6,186.92
						TOTAL:	6,186.92
01-008000	COLES CO COLLECTOR	I-200807306751	212 5343-828	REAL ESTATE T:	SEWAGE PUMP STA	094654	22.94
01-008000	COLES CO COLLECTOR	I-200807306755	212 5343-828	REAL ESTATE T:	CO ORCHARD PUMP STA	094655	1.00
01-008600	COLES MOULTRIE ELECTRI	I-200807166528	212 5343-322	ELECTRICITY (:	LLC LIFT STA	094552	130.41
01-008600	COLES MOULTRIE ELECTRI	I-200807166529	212 5343-322	ELECTRICITY (:	SBLHC LIFT STA	094552	328.18
01-008600	COLES MOULTRIE ELECTRI	I-200807166530	212 5343-322	ELECTRICITY (:	GOLDEN VALLEY LIFT S	094552	162.35
01-008600	COLES MOULTRIE ELECTRI	I-200807166531	212 5343-322	ELECTRICITY (:	BUXTON CENTRE	094552	70.61
						DEPARTMENT 343 SEWER LIFT STATIONS	715.49
						TOTAL:	715.49
01-000463	ALL SERVICE CONTRACTIN	I-08-0355-IL	212 5344-439	OTHER REPAIR :	INSTALLATION OF FILT	094634	3,500.00
01-000463	ALL SERVICE CONTRACTIN	I-08-1355-IL	212 5344-366	PLANT MTCE & :	SUPERSACKS OF FILTER	094634	4,874.60

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000736	PURITY CHEMICALS, INC	I-INV07400	212 5344-314	CHEMICALS	: CHEMICALS	094735	227.80
01-000839	BRENNTAG MID-SOUTH INC	C-BMS713059	212 5344-314	CHEMICALS	: RETURNS	094645	750.00-
01-000839	BRENNTAG MID-SOUTH INC	I-BMS509867	212 5344-314	CHEMICALS	: CHEMICALS	094645	1,385.00
01-001043	MIDWEST GAS INSTRUMENT	I-18173	212 5344-313	MEDICAL & SAF:	IMPACT CARTRIDGE	094724	246.40
01-001487	AUTOZONE, INC.	I-0637086287	212 5344-318	VEHICLE PARTS:	DOOR & WINDOW HANDLE	094566	19.98
01-001668	CALIFORNIA CONTRACTORS	I-78386	212 5344-313	MEDICAL & SAF:	HAND CLEANER,GLOVES,	094646	128.75
01-002089	PALL CORPORATION	I-445678	212 5344-319	MISCELLANEOUS:	PALL CORPORATION	094728	123.84
01-006300	CHARLESTON STONE CO	I-11089	212 5344-366	PLANT MTCE & :	CA14	094649	1,816.87
01-007090	CM WALKER TRUCKING INC	I-200807306613	212 5344-460	OTHER PROPERT:	TRUCKING 4/23-5/6	094650	2,922.50
01-014015	DRUMMOND AMERICAN CORP	I-7076412	212 5344-314	CHEMICALS	: DRUMMOND AMERICAN CO	094669	420.09
01-014119	DURKIN EQUIPMENT CO	I-S00004467	212 5344-439	OTHER REPAIR :	SERVICE INSTRUMENTAT	094671	945.00
01-015220	ENVIRONMENTAL RESOURCE	I-516668	212 5344-319	MISCELLANEOUS:	ENVIRONMENTAL RESOUR	094677	135.51
01-016000	FARM PLAN	I-3178928	212 5344-366	PLANT MTCE & :	CAP,NUTS	094555	5.18
01-016140	FASTENAL COMPANY	I-ILMAT73358	212 5344-366	PLANT MTCE & :	FASTENAL COMPANY	094683	15.83
01-017425	FISHER SCIENTIFIC	I-8637882	212 5344-319	MISCELLANEOUS:	FISHER SCIENTIFIC	094685	76.87
01-017425	FISHER SCIENTIFIC	I-9045576	212 5344-319	MISCELLANEOUS:	FISHER SCIENTIFIC	094685	206.45
01-017425	FISHER SCIENTIFIC	I-9363381	212 5344-319	MISCELLANEOUS:	SUPPLIES	094685	242.69
01-018125	GASVODA & ASSOCIATES I	I-8IPTS0426	212 5344-366	PLANT MTCE & :	MEMBRANE CARTRIDGE	094688	471.80
01-022400	HOWELL ASPHALT CO	I-4794MB	212 5344-366	PLANT MTCE & :	COLD MIX	094700	355.50
01-023500	MOTION INDUSTRIES	I-IL64-812628	212 5344-316	TOOLS & EQUIP:	BELT	094726	4.56
01-023500	MOTION INDUSTRIES	I-IL64-812800	212 5344-366	PLANT MTCE & :	MOTION INDUSTRIES	094726	2,166.59
01-023800	CONSOLIDATED COMMUNICA	I-200807166526	212 5344-532	TELEPHONE	: 234-2737	094553	38.00
01-023800	CONSOLIDATED COMMUNICA	I-200807166527	212 5344-532	TELEPHONE	: 234-6828	094553	74.79
01-025600	IL MO PRODUCTS COMPANY	I-200807306612	212 5344-440	RENTALS	: CYLINDER RENTAL	094704	29.70
01-031402	M & M PUMP SUPPLY INC	I-514596	212 5344-366	PLANT MTCE & :	M & M PUMP SUPPLY IN	094719	286.62
01-038300	PERRY'S LOCKSMITH	I-50405	212 5344-366	PLANT MTCE & :	KEY RINGS,KEYS	094732	37.00

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: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-039211	ERC/COLES COUNTY LANDF	I-001760	212 5344-460	OTHER PROPERT:	GRIT FROM VACTOR BED	094679	350.00	
01-040370	RUTH INDUSTRIES	I-00-22869	212 5344-314	CHEMICALS	: SWEETWATER	094737	431.27	
01-043522	STAPLES CREDIT PLAN	I-200807296594	212 5344-366	PLANT MTCE &	: OFFICE SUPPLIES	094750	38.26	
01-043522	STAPLES CREDIT PLAN	I-200807296594	212 5344-314	CHEMICALS	: OFFICE SUPPLIES	094750	94.04	
DEPARTMENT 344 WASTEWATER TREATMNT PLANT							TOTAL:	20,921.49
01-015410	EZ PARCEL & BUSINESS S	I-52340	212 5345-531	POSTAGE	: SHIPPING	094681	9.38	
01-023800	CONSOLIDATED COMMUNICA	I-200807286579	212 5345-532	TELEPHONE	: 235-5483	094604	237.20	
01-043522	STAPLES CREDIT PLAN	I-200807166513	212 5345-311	OFFICE SUPPLI:	OFFICE SUPPLIES	094559	116.12	
DEPARTMENT 345 ACCOUNTING & COLLECTION							TOTAL:	362.70
01-002081	ETHAN ERVIN	I-200807166523	212 5346-562	TRAVEL & TRAI:	ERTC COURSE	094554	85.00	
DEPARTMENT 346 ADMINISTRATIVE & GENERAL							TOTAL:	85.00
VENDOR SET 212 SEWER FUND							TOTAL:	28,370.29

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 213 CEMETERY FUND

DEPARTMENT: 361 MAINTENANCE &amp; OPERATIONS

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMRENCIPS	I-200807286576	213 5361-321	NATURAL GAS &	917 N 22ND	094599	61.24
01-001070	AMRENCIPS	I-200807286577	213 5361-321	NATURAL GAS &	917 N 22ND	094599	26.52
01-008000	COLES CO COLLECTOR	I-200807306748	213 5361-828	REAL ESTATE T:	DODGE GROVE	094654	125.48
01-008000	COLES CO COLLECTOR	I-200807306749	213 5361-828	REAL ESTATE T:	DODGE GROVE	094654	130.32
01-008000	COLES CO COLLECTOR	I-200807306750	213 5361-828	REAL ESTATE T:	DODGE GROVE	094654	131.76
01-028005	JACKSON OIL COMPANY	I-32139	213 5361-326	FUEL	: DIESEL FUEL	094710	1,265.96
01-040250	MATTOON FARM PRIDE	I-CM15341	213 5361-433	REPAIR OF MAC:	PARTS	094720	82.88
DEPARTMENT 361 MAINTENANCE & OPERATIONS TOTAL:							1,824.16
VENDOR SET 213 CEMETERY FUND TOTAL:							1,824.16
REPORT GRAND TOTAL:							273,729.47

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2008-2009	110-2172-000	DUE TO LIBRARY FUND	40,000.00						
	110-5110-532	TELEPHONE	43.15	600	470.36				
	110-5110-572	COMM PROMOTIONS & RELATION	47.32	4,000	1,083.31				
	110-5120-519	OTHER PROFESSIONAL SERVICE	2,775.07	8,000	4,958.60				
	110-5120-532	TELEPHONE	214.51	2,800	2,143.81				
	110-5120-801	VITAL RECORDS FEE REMITTAN	528.00	7,500	5,620.00				
	110-5120-802	HUNTING/FISHING LIC. FEE R	25.00	1,000	749.75				
	110-5130-561	BUSINESS MEETING EXPENSE	61.97	1,000	904.91				
	110-5150-516	TECHNOLOGY SUPPORT SERVIC	1,229.00	11,300	2,380.67				
	110-5150-532	TELEPHONE	93.14	1,000	716.10				
	110-5160-340	BOOKS & PERIODICALS	428.58	4,200	3,342.84				
	110-5160-579	OTHER PURCHASED SERVICES	1,051.00	11,000	6,873.88				
	110-5170-316	TOOLS & EQUIPMENT	465.54	2,000	1,425.93				
	110-5170-319	MISCELLANEOUS SUPPLIES	632.30	1,000	261.04				
	110-5170-564	PRIVATE VEHICLE REIMBURSEM	28.28	250	221.72				
	110-5170-841	WIDE AREA NETWORK SOFTWARE	396.00	3,000	2,604.00				
	110-5170-851	WIDE AREA NETWORK SERVERS	240.00	5,000	4,760.00				
	110-5170-854	WIDE AREA NETWORK WIRING A	176.16	2,200	1,671.52				
	110-5180-511	PLANNING & DESIGN SERVICES	630.00	20,000	19,370.00				
	110-5211-311	OFFICE SUPPLIES	186.71	4,000	2,847.17				
	110-5211-522	NOTARY FEES	10.00	500	415.01				
	110-5211-531	POSTAGE	600.00	2,500	1,704.45				
	110-5211-579	MISC OTHER PURCHASED SERVI	64.00	5,000	4,477.75				
	110-5211-814	PRINT/COPY MACH LEASE & MA	38.79	7,000	5,141.34				
	110-5212-319	MISCELLANEOUS SUPPLIES	179.95	4,000	3,578.56				
	110-5213-319	MISCELLANEOUS SUPPLIES	390.00	6,000	5,302.01				
	110-5213-579	MISC OTHER PURCHASED SERVI	685.50	13,695	4,562.86				
	110-5221-562	TRAVEL & TRAINING	4,050.00	22,200	13,243.48				
	110-5222-533	CELLULAR PHONE	677.24	8,800	6,123.60				
	110-5223-318	VEHICLE PARTS	194.85	4,000	3,769.16				
	110-5223-319	MISCELLANEOUS SUPPLIES	149.04	2,000	1,690.98				
	110-5223-326	FUEL	7,624.87	70,000	55,415.14				
	110-5223-434	REPAIR OF VEHICLES	1,780.29	25,000	16,237.48				
	110-5224-312	CLEANING SUPPLIES	39.99	2,800	2,325.36				
	110-5224-322	ELECTRICITY	55.65	1,500	1,277.52				
	110-5224-410	UTILITY SERVICES	129.78	2,300	2,002.15				
	110-5224-435	ELEVATOR SERVICE AGREEMEN	535.00	7,300	5,695.00				
	110-5224-828	REAL ESTATE TAXES	18.48	0	18.48-				Y
	110-5241-311	OFFICE SUPPLIES	107.28	2,500	2,171.93				
	110-5241-312	CLEANING SUPPLIES	455.27	4,300	3,255.37				
	110-5241-313	MEDICAL & SAFETY SUPPLIES	228.20	6,000	4,519.87				
	110-5241-316	TOOLS & EQUIPMENT	7,050.23	6,000	1,614.39-				Y
	110-5241-318	VEHICLE PARTS	1,057.12	6,000	4,409.30				
	110-5241-319	MISCELLANEOUS SUPPLIES	148.97	7,500	7,008.18				
	110-5241-321	NATURAL GAS & ELECTRIC	526.45	15,000	13,547.47				
	110-5241-432	REPAIR OF BUILDINGS	27.16	10,000	9,071.58				
	110-5241-460	OTHER PROP MAINT SERVICES	737.91	5,000	3,437.71				

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	110-5241-531	POSTAGE	71.34	300	197.64		
	110-5241-532	TELEPHONE	238.43	6,200	4,780.05		
	110-5241-562	TRAVEL & TRAINING	594.19	20,000	15,150.94		
	110-5241-814	PRINT/COPY MACH LEASE & MA	36.81	1,500	1,448.19		
	110-5241-828	REAL ESTATE TAXES	2.14	10	7.86		
	110-5261-532	TELEPHONE	241.40	2,750	2,011.15		
	110-5261-562	TRAVEL & TRAINING	102.87	2,000	1,697.80		
	110-5261-828	REAL ESTATE TAXES	1.00	0	1.00-		Y
	110-5261-829	REAL ESTATE TAXES	3.22	0	3.22-		Y
	110-5310-311	OFFICE SUPPLIES	78.22	2,000	1,889.35		
	110-5320-311	OFFICE SUPPLIES	10.96	1,000	884.70		
	110-5320-312	CLEANING SUPPLIES	136.51	2,500	2,231.95		
	110-5320-313	MEDICAL & SAFETY SUPPLIES	44.57	2,000	1,630.21		
	110-5320-316	TOOLS AND EQUIPMENT	375.16	3,500	2,673.24		
	110-5320-318	VEHICLE PARTS	347.34	15,000	11,623.65		
	110-5320-319	MISCELLANEOUS SUPPLIES	74.67	15,000	14,198.64		
	110-5320-359	OTHER STREET MAINT SUPPLIE	1,015.20	40,000	27,143.76		
	110-5320-410	UTILITY SERVICES	54.67	1,000	883.80		
	110-5320-433	REPAIR OF MACHINERY	427.40	20,000	15,278.04		
	110-5320-434	REPAIR OF VEHICLES	287.10	8,000	7,484.53		
	110-5320-440	RENTALS	311.50	8,000	6,554.83		
	110-5320-519	OTHER PROFESSIONAL SERVICE	515.00	3,500	2,985.00		
	110-5320-532	TELEPHONE	334.98	5,000	3,521.88		
	110-5320-569	DRUG & ALCOHOL TESTING	137.50	1,000	532.50		
	110-5320-828	REAL ESTATE TAXES	13.12	25	11.88		
	110-5323-351	CONCRETE	4,117.50	20,000	10,861.05		
	110-5323-828	REAL ESTATE TAXES	19.56	0	19.56-		Y
	110-5326-321	NATURAL GAS & ELECTRIC (CI	10,979.03	170,000	144,456.97		
	110-5326-322	ELECTRIC	236.90	5,000	4,175.34		
	110-5326-432	REPAIR OF BUILDINGS	827.70	10,000	4,469.59		
	110-5328-828	REAL ESTATE TAXES	6.88	0	6.88-		Y
	110-5331-318	VEHICLE PARTS	3,246.13	10,000	5,336.37		
	110-5335-318	VEHICLE PARTS	305.45	1,000	1,352.02-		Y
	110-5335-410	UTILITY SERVICES	31.67	500	444.29		
	110-5338-421	DISPOSAL SERVICES	2,054.79	18,000	5,127.56		
	110-5370-316	TOOLS & EQUIPMENT	17.99	2,000	1,982.01		
	110-5381-312	CLEANING SUPPLIES	417.22	2,700	1,607.72		
	110-5381-321	NATURAL GAS & ELECTRIC	865.17	20,000	14,382.10		
	110-5381-435	ELEVATOR SERVICE AGREEMEN	247.78	2,600	1,893.84		
	110-5381-534	PAGERS	12.80	150	111.60		
	110-5383-410	UTILITY SERVICES	28.65	500	439.35		
	110-5383-828	REAL ESTATE TAXES	9.00	0	9.00-		Y
	110-5384-460	OTHER PROP MAINT SERVICES	125.00	2,000	1,767.00		
	110-5385-828	REAL ESTATE TAXES	39.84	50	10.16		
	110-5388-321	NATURAL GAS & ELECTRIC	14.89	300	270.22		
	110-5388-828	REAL ESTATE TAXES	8.56	10	1.44		
	110-5511-433	REPAIR OF MACHINERY	163.37	6,000	3,355.21		
	110-5512-319	MISCELLANEOUS SUPPLIES	29.50	500	211.01		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	110-5512-433	REPAIR OF MACHINERY	22.63	1,500	455.76		
	110-5512-434	REPAIR OF VEHICLES	542.35	2,500	830.65		
	110-5512-531	POSTAGE	6.82	100	79.58		
	110-5512-533	CELLULAR PHONE	991.15	1,100	108.85		
	110-5512-802	HUNTING/FISHING REMITTANCE	838.75	6,500	476.25		
	110-5512-803	SALES TAX REMITTANCE	374.00	3,500	2,641.00		
	110-5521-312	CLEANING SUPPLIES	5.56	1,900	1,592.15		
	110-5521-410	UTILITY SERVICES	46.31	1,000	904.01		
	110-5541-319	MISCELLANEOUS SUPPLIES	65.00	5,000	1,195.34		
	110-5541-410	UTILITY SERVICES	604.10	12,000	11,048.27		
	110-5541-828	REAL ESTATE TAXES	190.36	200	9.64		
	110-5542-321	NATURAL GAS & ELECTRIC (CI	54.55	4,000	3,443.50		
	110-5542-432	REPAIR OF BUILDINGS	90.23	500	302.05-	Y	
	110-5542-828	REAL ESTATE TAXES	117.28	200	82.72		
	110-5544-321	NATURAL GAS & ELECTRIC (CI	36.53	500	426.55		
	110-5551-321	NATURAL GAS & ELECTRIC (CI	277.24	5,300	4,330.05		
	110-5551-410	UTILITY SERVICES	832.31	1,500	290.58-	Y	
	110-5551-828	REAL ESTATE TAXES	152.28	150	2.28-	Y	
	110-5552-319	MISCELLANEOUS SUPPLIES	133.60	2,500	1,884.24		
	110-5552-321	NATURAL GAS & ELECTRIC (CI	350.03	4,000	2,951.40		
	110-5552-410	UTILITY SERVICES	309.56	5,000	4,415.87		
	110-5553-321	NATURAL GAS & ELECTRIC (CI	108.30	2,500	2,285.39		
	110-5555-321	NATURAL GAS & ELECTRIC (CI	42.05	750	511.90		
	110-5555-828	REAL ESTATE TAXES	6.42	0	6.42-	Y	
	110-5556-321	NATURAL GAS & ELECTRIC	487.26	1,500	593.86		
	110-5561-828	REAL ESTATE TAXES	124.76	500	920.70-	Y	
	110-5562-352	AGGREGATE SURFACE COAT	848.48	1,000	151.52		
	110-5563-317	CONCESSION & SOUVENIR SUPP	3,951.35	25,000	12,965.78		
	110-5563-410	UTILITY SERVICES	168.97	4,000	3,558.66		
	110-5563-432	REPAIR OF BUILDINGS	130.00	2,000	1,632.50		
	110-5563-532	TELEPHONE	63.04	800	621.53		
	110-5564-319	MISCELLANEOUS SUPPLIES	577.78	2,000	1,007.52		
	110-5564-532	TELEPHONE	34.81	500	360.91		
	110-5651-519	OTHER PROFESSIONAL SERVICE	2,535.00	87,000	77,074.13		
	122-5653-311	OFFICE SUPPLIES	350.90	700	305.57		
	122-5653-321	NATURAL GAS & ELECTRIC (CI	59.29	850	640.00		
	122-5653-532	TELEPHONE	297.22	2,500	1,745.46		
	122-5653-540	ADVERTISING	33.00	13,500	9,324.50		
	122-5653-561	BUSINESS MEETING EXPENSE	42.15	1,500	1,358.60		
	122-5653-572	COMMUNITY PROMOTION & RELA	265.10	1,000	1,741.60-	Y	
	122-5653-825	TOURISM GRANTS	500.00	80,000	61,500.00		
	123-5582-319	MISCELLANEOUS SUPPLIES	62.75	1,000	937.25		
	123-5582-440	RENTALS	550.00	2,000	1,450.00		
	123-5582-519	OTHER PROFESSIONAL SERVICE	3,992.95	3,500	1,292.95-	Y	
	123-5584-317	CONCESSION & SOUVENIR SUPP	45.87	3,500	3,454.13		
	123-5584-319	MISCELLANEOUS SUPPLIES	1,571.70	1,000	571.70-	Y	
	123-5584-330	FOOD	89.71	200	110.29		
	123-5584-440	RENTALS	3,400.00	19,000	7,700.00		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	123-5584-531	POSTAGE	84.00	1,000	904.13				
	123-5584-540	ADVERTISING	1,120.00	10,000	7,090.00				
	123-5584-550	PRINTING & BINDING	1,798.79	2,000	537.79-	Y			
	123-5584-561	BUSINESS MEETING EXPENSE	30.10	300	269.90				
	123-5584-813	OTHER REFUND	250.00	500	250.00-	Y			
	123-5584-832	BEER TENT	1,211.51	12,000	1,532.81-	Y			
	123-5584-833	QUEEN PAGEANT	190.87	1,000	809.13				
	123-5584-834	ENTERTAINMENT	632.71	40,000	22,698.99				
	125-5150-250	WORKERS' COMPENSATION	46,443.00	520,187	380,858.00				
	125-5150-519	OTHER PROFESSIONAL SERVICE	450.00	11,000	10,550.00				
	128-5604-561	BUSINESS MEETING EXPENSE	25.84	1,000	974.16				
	130-5321-730	IMPROVEMENTS OTHER THAN BL	5,168.74	500,000	494,831.26				
	130-5328-730	IMPROVEMENTS OTHER THAN BL	11,971.01	3,000,000	1,932,583.79				
	130-5608-577	YMCA LAND ACQUISITION	620.92	660,000	496,235.13				
	154-5604-531	POSTAGE	39.61	0	39.61-	Y			
	211-5351-321	NATURAL GAS & ELECTRIC	47.58	28,000	25,983.64				
	211-5351-460	OTHER PROPERTY MAINT. SVCS	5,959.40	500	5,459.40-	Y			
	211-5351-519	OTHER PROFESSIONAL SVCS	2,525.00	0	2,525.00-	Y			
	211-5353-311	OFFICE SUPPLIES	715.96	1,700	911.33				
	211-5353-312	CLEANING SUPPLIES	64.69	800	721.83				
	211-5353-314	CHEMICALS	8,629.54	260,000	216,253.83				
	211-5353-316	TOOLS & EQUIPMENT	37.98	1,000	910.96				
	211-5353-319	MISCELLANEOUS SUPPLIES	2,535.22	14,000	9,943.19				
	211-5353-322	ELECTRICITY	3,672.27	50,000	42,597.94				
	211-5353-326	FUEL	2,260.81	2,000	260.81-	Y			
	211-5353-377	PLANT EQUIPMENT	29.29	14,000	13,258.36				
	211-5353-432	REPAIR OF STRUCTURES	5,500.00	36,000	22,836.00				
	211-5353-519	OTHER PROFESSIONAL SERVICE	55.00	22,000	19,517.00				
	211-5353-531	POSTAGE	30.05	600	445.10				
	211-5353-814	PRINTING & COPY MACHINE LE	65.46	500	419.54				
	211-5353-863	COMPUTERS	52.94	14,000	13,947.06				
	211-5354-313	MEDICAL & SAFETY SUPPLIES	44.57	1,500	1,246.57				
	211-5354-316	TOOLS & EQUIPMENT	126.66	2,000	1,734.78				
	211-5354-318	VEHICLE PARTS	151.12	3,000	1,378.56				
	211-5354-319	MISCELLANEOUS SUPPLIES	91.19	1,500	1,416.23				
	211-5354-321	NATURAL GAS & ELECTRIC	203.66	55,000	53,969.36				
	211-5354-371	WATER PIPE	2,695.00	5,000	2,305.00				
	211-5354-379	OTHER WATER MAINT. MATERIA	1,961.27	10,000	3,072.02-	Y			
	211-5354-432	REPAIR OF STRUCTURES	264.29	1,500	642.16				
	211-5354-433	REPAIR OF MACHINERY	166.93	5,000	2,184.53				
	211-5354-440	RENTALS	311.50	2,000	708.50				
	211-5354-828	REAL ESTATE TAXES	16.74	25	8.26				
	211-5355-311	OFFICE SUPPLIES	116.12	6,000	3,576.19				
	211-5355-531	POSTAGE	1,675.00	14,000	10,265.10				
	211-5355-815	POSTAGE METER LEASE & MAIN	369.99	0	369.99-	Y			
	211-5356-321	NATURAL GAS & ELECTRIC	26.87	20,000	17,793.96				
	211-5356-523	PROPERTY & CASUALTY INSURA	200.00	42,500	31,674.99				
	211-5356-562	TRAVEL & TRAINING	165.00	3,000	2,835.00				

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	211-5356-579	MISC. OTHER PURCHASED SERV	213.75	500	286.25				
	211-5356-828	REAL ESTATE TAXES	63.14	500	436.86				
	212-5342-313	MEDICAL & SAFETY SUPPLIES	155.42	1,500	1,129.75				
	212-5342-316	TOOLS & EQUIPMENT	52.52	2,200	1,636.86				
	212-5342-318	VEHICLE PARTS	187.86	6,000	780.60				
	212-5342-319	MISCELLANEOUS SUPPLIES	98.69						
	212-5342-369	OTHER SEWER MTCE SUPPLIES	46.25	10,000	8,635.31				
	212-5342-433	REPAIR OF MACHINERY	410.24	6,000	97.61-	Y			
	212-5342-440	RENTALS	311.50	2,000	163.50				
	212-5342-460	OTHER PROPERTY MTCE SERVIC	5,023.13	1,000	26,198.70-	Y			
	212-5343-322	ELECTRICITY (COLES-MOULTRI	691.55	6,000	4,845.99				
	212-5343-828	REAL ESTATE TAXES	23.94	0	23.94-	Y			
	212-5344-313	MEDICAL & SAFETY SUPPLIES	375.15	1,500	941.79				
	212-5344-314	CHEMICALS	1,808.20	10,000	7,380.00				
	212-5344-316	TOOLS & EQUIPMENT	4.56	35,000	22,289.01				
	212-5344-318	VEHICLE PARTS	19.98	1,500	1,422.81				
	212-5344-319	MISCELLANEOUS SUPPLIES	785.36	19,500	16,754.02				
	212-5344-366	PLANT MTCE & REPAIR MATERI	10,068.25	40,000	29,383.78				
	212-5344-439	OTHER REPAIR & MNTCE SERVI	4,445.00	12,500	7,195.46				
	212-5344-440	RENTALS	29.70	2,000	1,939.76				
	212-5344-460	OTHER PROPERTY MTCE SERVIC	3,272.50	25,000	20,080.21				
	212-5344-532	TELEPHONE	112.79	6,000	4,750.12				
	212-5345-311	OFFICE SUPPLIES	116.12	5,500	5,126.73				
	212-5345-531	POSTAGE	9.38	13,000	10,867.52				
	212-5345-532	TELEPHONE	237.20	1,250	774.49				
	212-5346-562	TRAVEL & TRAINING	85.00	2,000	1,915.00				
	213-5361-321	NATURAL GAS & ELECTRIC	87.76	2,000	1,732.97				
	213-5361-326	FUEL	1,265.96	2,500	43.73-	Y			
	213-5361-433	REPAIR OF MACHINERY	82.88	2,000	663.65				
	213-5361-828	REAL ESTATE TAXES	387.56	500	112.44				
		TOTAL:	273,729.47						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
110	NON-DEPARTMENTAL	40,000.00
110-110	CITY COUNCIL	90.47
110-120	CITY CLERK	3,542.58
110-130	CITY ADMINISTRATOR	61.97
110-150	FINANCIAL ADMINISTRATION	1,322.14
110-160	LEGAL SERVICES	1,479.58
110-170	COMPUTER INFO SYSTEMS	1,938.28
110-180	PLANNING & ZONING	630.00

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

ACCT	NAME	AMOUNT
110-211	POLICE ADMINISTRATION	899.50
110-212	CRIMINAL INVESTIGATION	179.95
110-213	PATROL	1,075.50
110-221	POLICE TRAINING	4,050.00
110-222	COMMUNICATION SERVICES	677.24
110-223	AUTOMOTIVE SERVICES	9,749.05
110-224	POLICE BUILDINGS	778.90
110-241	FIRE PROTECTION ADMIN.	11,281.50
110-261	CODE ENFORCEMENT ADMIN	348.49
110-310	PUBLIC WORKS ADMIN	78.22
110-320	STREETS	4,085.68
110-323	SIDEWALKS & CROSSWALKS	4,137.06
110-326	STREET LIGHTING	12,043.63
110-328	STORM DRAINAGE	6.88
110-331	STREET CLEANING	3,246.13
110-335	YARD WASTE COLLECTION	337.12
110-338	REFUSE COLLECT & DISPOSAL	2,054.79
110-370	CONSTRUCTION INSPECTION	17.99
110-381	CUSTODIAL SERVICES	1,542.97
110-383	BURGESS OSBORNE	37.65
110-384	RAILROAD DEPOT	125.00
110-385	PARKING LOTS	39.84
110-388	GARMENT FACTORY	23.45
110-511	PARK ADMINISTRATION	163.37
110-512	LAKE ADMINISTRATION	2,805.20
110-521	DEMARS CENTER	51.87
110-541	PETERSON PARK	859.46
110-542	LAWSON PARK	262.06
110-544	CUNNINGHAM PARK	36.53
110-551	BOYS COMPLEX	1,261.83
110-552	GIRLS COMPLEX	793.19
110-553	JR FOOTBALL COMPLEX	108.30
110-555	KINZEL FIELD	48.47
110-556	T-BALL COMPLEX	487.26
110-561	EAST CAMPGROUND	124.76
110-562	WEST CAMPGROUND	848.48
110-563	MARINA AREA	4,313.36
110-564	BEACH AREA	612.59
110-651	ECONOMIC DEVELOPMENT	2,535.00
-----		
110 TOTAL	GENERAL FUND	121,193.29
122-653	HOTEL TAX ADMINISTRATION	1,547.66
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122 TOTAL	HOTEL TAX FUND	1,547.66
123-582	JULY 4TH FIREWORKS	4,605.70
123-584	BAGELFEST	10,425.26
-----		
123 TOTAL	FESTIVAL MGMT FUND	15,030.96
125-150	FINANCIAL ADMINISTRATION	46,893.00

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

ACCT	NAME	AMOUNT
-----		
125 TOTAL	INSURANCE & TORT JDMNT	46,893.00
128-604	MIDTOWN TIF DISTRICT	25.84
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128 TOTAL	MIDTOWN TIF FUND	25.84
130-321	STREETS	5,168.74
130-328	STORM DRAINAGE	11,971.01
130-608	YMCA LAND ACQUISITION	620.92
-----		
130 TOTAL	CAPITAL PROJECT FUND	17,760.67
154-604	ADMINISTRATIVE EXPENSES	39.61
-----		
154 TOTAL	MALL BUSINESS DISTRICT	39.61
211-351	RESERVOIRS & WTR SOURCES	8,531.98
211-353	WATER TREATMENT PLANT	23,649.21
211-354	WATER DISTRIBUTION	6,032.93
211-355	ACCOUNTING & COLLECTION	2,161.11
211-356	ADMINISTRATIVE & GENERAL	668.76
-----		
211 TOTAL	WATER FUND	41,043.99
212	NON-DEPARTMENTAL	98.69
212-342	SEWER COLLECTION SYSTEM	6,186.92
212-343	SEWER LIFT STATIONS	715.49
212-344	WASTEWATER TREATMNT PLANT	20,921.49
212-345	ACCOUNTING & COLLECTION	362.70
212-346	ADMINISTRATIVE & GENERAL	85.00
-----		
212 TOTAL	SEWER FUND	28,370.29
213-361	MAINTENANCE & OPERATIONS	1,824.16
-----		
213 TOTAL	CEMETERY FUND	1,824.16
-----		
	** TOTAL **	273,729.47

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: MFTEK

FUND : 121 MOTOR FUEL TAX FUND

DEPARTMENT: 321 STREETS

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006300	CHARLESTON STONE CO	I-11087	121 5321-452	AGGREGATE SUR: CA14		094769	11,162.50
01-006300	CHARLESTON STONE CO	I-11088	121 5321-452	AGGREGATE SUR: CA 16		094769	3,100.00
01-014430	EGIZII ELECTRIC, INC.	I-200807306674	121 5321-730	IMPROVEMENTS : TRAFFIC LIGHTS		094770	28,372.15
DEPARTMENT 321 STREETS						TOTAL:	42,634.65
VENDOR SET 121 MOTOR FUEL TAX FUND						TOTAL:	42,634.65
REPORT GRAND TOTAL:							42,634.65

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2008-2009	121-5321-452	AGGREGATE SURFACE COAT	14,262.50	14,485		222.50			
	121-5321-730	IMPROVEMENTS OTHER THAN BL	28,372.15	358,000		256,499.84			
		TOTAL:	42,634.65						

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

ACCT	NAME	AMOUNT
121-321	STREETS	42,634.65
121 TOTAL	MOTOR FUEL TAX FUND	42,634.65
	** TOTAL **	42,634.65

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: EHBK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 417 LIFE INSURANCE

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001982	FORT DEARBORN LIFE INS	I-200807286575	221 5417-212	LIFE INSURANC:	JULY 08 LIFE INSURAN	094616	2,461.77
						DEPARTMENT 417 LIFE INSURANCE	TOTAL: 2,461.77
01-000237	FLEXIBLE SPENDING CLEA	I-200807166525	221 5418-212	SECTION 125 B:	FSA FEE JULY	094550	84.00
						DEPARTMENT 418 SECTION 125 PLAN	TOTAL: 84.00
						VENDOR SET 221 HEALTH INSURANCE FUND	TOTAL: 2,545.77
						REPORT GRAND TOTAL:	2,545.77

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2008-2009	221-5417-212	LIFE INSURANCE	2,461.77	32,500	27,537.82				
	221-5418-212	SECTION 125 BENEFIT PLAN A	84.00	1,000	748.00				
		TOTAL:	2,545.77						

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

ACCT	NAME	AMOUNT
221-417	LIFE INSURANCE	2,461.77
221-418	SECTION 125 PLAN	84.00
-----		
221 TOTAL	HEALTH INSURANCE FUND	2,545.77
-----		
	** TOTAL **	2,545.77

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: DDBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 412 HEALTH PLAN ADMIN

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL	I-200807306709	221 5412-211	HEALTH PLAN A:	DELTA DENTAL	000000	1,251.00
DEPARTMENT 412 HEALTH PLAN ADMIN						TOTAL:	1,251.00
01-000276	DELTA DENTAL	I-200807306616	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	1,340.60
01-000276	DELTA DENTAL	I-200807306709	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	1,112.14
01-000276	DELTA DENTAL	I-200807306713	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	1,994.60
DEPARTMENT 415 DENTAL CLAIMS						TOTAL:	4,447.34
VENDOR SET 221 HEALTH INSURANCE FUND						TOTAL:	5,698.34
REPORT GRAND TOTAL:							5,698.34

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2008-2009	221-5412-211	HEALTH PLAN ADMINISTRATION	1,251.00	162,500	137,970.74				
	221-5415-211	DENTAL CLAIMS	4,447.34	82,500	62,408.33				
		TOTAL:	5,698.34						

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

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	1,251.00
221-415	DENTAL CLAIMS	4,447.34
-----		
221 TOTAL	HEALTH INSURANCE FUND	5,698.34
-----		
	** TOTAL **	5,698.34

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: PCBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 413 MEDICAL CLAIMS

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000219	CARLE FOUNDATION	I-200807306624	221 5413-211	MEDICAL CLAIM: CARLE FOUNDATION		606256	9.82
01-000219	CARLE FOUNDATION	I-200807316775	221 5413-211	MEDICAL CLAIM: CARLE FOUNDATION		606328	4.21
01-000250	CARLE CLINIC ASSOC	I-200807306623	221 5413-211	MEDICAL CLAIM: CARLE CLINIC ASSOC		606255	322.84
01-000250	CARLE CLINIC ASSOC	I-200807306683	221 5413-211	MEDICAL CLAIM: CARLE CLINIC ASSOC		606296	48.81
01-000250	CARLE CLINIC ASSOC	I-200807316774	221 5413-211	MEDICAL CLAIM: CARLE CLINIC ASSOC		606327	23.41
01-000251	CHRISTIE CLINIC ASSOC	I-200807306627	221 5413-211	MEDICAL CLAIM: CHRISTIE CLINIC ASSO		606259	407.44
01-000251	CHRISTIE CLINIC ASSOC	I-200807306685	221 5413-211	MEDICAL CLAIM: CHRISTIE CLINIC ASSO		606298	179.00
01-000251	CHRISTIE CLINIC ASSOC	I-200807316777	221 5413-211	MEDICAL CLAIM: CHRISTIE CLINIC ASSO		606330	46.47
01-000252	MARIA HORVAT MD	I-200807306639	221 5413-211	MEDICAL CLAIM: MARIA HORVAT MD		606271	486.88
01-000252	MARIA HORVAT MD	I-200807306693	221 5413-211	MEDICAL CLAIM: MARIA HORVAT MD		606306	100.80
01-000253	IN HOME MEDICAL	I-200807306694	221 5413-211	MEDICAL CLAIM: IN HOME MEDICAL		606307	449.76
01-000253	IN HOME MEDICAL	I-200807316786	221 5413-211	MEDICAL CLAIM: IN HOME MEDICAL		606339	46.21
01-000254	LAKELAND RADIOLOGISTS	I-200807306641	221 5413-211	MEDICAL CLAIM: LAKELAND RADIOLOGIST		606273	415.14
01-000254	LAKELAND RADIOLOGISTS	I-200807306696	221 5413-211	MEDICAL CLAIM: LAKELAND RADIOLOGIST		606309	270.78
01-000254	LAKELAND RADIOLOGISTS	I-200807316789	221 5413-211	MEDICAL CLAIM: LAKELAND RADIOLOGIST		606342	264.84
01-000255	SARAH BUSH-HEALTH INS	I-200807306651	221 5413-211	MEDICAL CLAIM: SARAH BUSH-HEALTH IN		606283	16,141.98
01-000255	SARAH BUSH-HEALTH INS	I-200807306702	221 5413-211	MEDICAL CLAIM: SARAH BUSH-HEALTH IN		606315	1,797.70
01-000255	SARAH BUSH-HEALTH INS	I-200807316796	221 5413-211	MEDICAL CLAIM: SARAH BUSH-HEALTH IN		606349	16,379.26
01-000256	SBL PHYSICIAN BILLING	I-200807306652	221 5413-211	MEDICAL CLAIM: SBL PHYSICIAN BILLIN		606284	2,820.75
01-000256	SBL PHYSICIAN BILLING	I-200807306703	221 5413-211	MEDICAL CLAIM: SBL PHYSICIAN BILLIN		606316	2,493.65
01-000256	SBL PHYSICIAN BILLING	I-200807316797	221 5413-211	MEDICAL CLAIM: SBL PHYSICIAN BILLIN		606350	1,458.24
01-000257	SELVIDGE CHIROPRACTIC	I-200807316800	221 5413-211	MEDICAL CLAIM: SELVIDGE CHIROPRACTI		606353	25.48
01-000258	CAREMARK INC	I-200807316803	221 5413-211	MEDICAL CLAIM: CAREMARK INC		606356	9,211.89
01-000277	JERRY L BOYD PHD	I-200807306682	221 5413-211	MEDICAL CLAIM: JERRY L BOYD PHD		606295	64.00
01-000278	LABCORP OF AMERICA HOL	I-200807306695	221 5413-211	MEDICAL CLAIM: LABCORP OF AMERICA H		606308	30.53
01-000278	LABCORP OF AMERICA HOL	I-200807316788	221 5413-211	MEDICAL CLAIM: LABCORP OF AMERICA H		606341	42.00
01-000279	ST ANTHONYS MEM HOSP	I-200807306655	221 5413-211	MEDICAL CLAIM: ST ANTHONYS MEM HOSP		606287	23.16
01-000279	ST ANTHONYS MEM HOSP	I-200807306705	221 5413-211	MEDICAL CLAIM: ST ANTHONYS MEM HOSP		606318	26.52
01-000283	BONUTTI ORTHOPEDIC	I-200807306622	221 5413-211	MEDICAL CLAIM: BONUTTI ORTHOPEDIC		606254	149.10
01-000283	BONUTTI ORTHOPEDIC	I-200807316773	221 5413-211	MEDICAL CLAIM: BONUTTI ORTHOPEDIC		606326	17.06
01-000286	TERRY A WARD	I-200807306659	221 5413-211	MEDICAL CLAIM: TERRY A WARD		606291	210.19
01-000286	TERRY A WARD	I-200807306707	221 5413-211	MEDICAL CLAIM: TERRY A WARD		606320	19.23

VENDOR SET: 01 CITY OF MATTOON

BANK: PCBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 413 MEDICAL CLAIMS

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000296	MARSHALL CLINIC EFFING	I-200807316790	221 5413-211	MEDICAL CLAIM: MARSHALL CLINIC EFFI		606343	69.30
01-000308	LELAND E MCNEILL MD	I-200807306644	221 5413-211	MEDICAL CLAIM: LELAND E MCNEILL MD		606276	50.30
01-000308	LELAND E MCNEILL MD	I-200807306698	221 5413-211	MEDICAL CLAIM: LELAND E MCNEILL MD		606311	54.30
01-000308	LELAND E MCNEILL MD	I-200807316791	221 5413-211	MEDICAL CLAIM: LELAND E MCNEILL MD		606344	194.51
01-000309	MITCHELL JERDAN AMB SE	I-200807306645	221 5413-211	MEDICAL CLAIM: MITCHELL JERDAN AMB		606277	328.97
01-000311	UROLOGY ASSOCIATES	I-200807306656	221 5413-211	MEDICAL CLAIM: UROLOGY ASSOCIATES		606288	1,358.57
01-000311	UROLOGY ASSOCIATES	I-200807316802	221 5413-211	MEDICAL CLAIM: UROLOGY ASSOCIATES		606355	311.33
01-000313	HELMS CHIROPRACTIC	I-200807306637	221 5413-211	MEDICAL CLAIM: HELMS CHIROPRACTIC		606269	49.00
01-000321	DONALD FREESMEIER DC	I-200807306691	221 5413-211	MEDICAL CLAIM: DONALD FREESMEIER DC		606304	14.99
01-000322	WILLIAM HOUSEWORTH MD	I-200807316784	221 5413-211	MEDICAL CLAIM: WILLIAM HOUSEWORTH M		606337	170.15
01-000323	HUTTI CHIROPRACTIC CEN	I-200807316785	221 5413-211	MEDICAL CLAIM: HUTTI CHIROPRACTIC C		606338	233.65
01-000325	CARL JOHNSON MD	I-200807306640	221 5413-211	MEDICAL CLAIM: CARL JOHNSON MD		606272	37.64
01-000326	HARIKRISHNA P PATEL MD	I-200807306646	221 5413-211	MEDICAL CLAIM: HARIKRISHNA P PATEL		606278	32.29
01-000326	HARIKRISHNA P PATEL MD	I-200807306700	221 5413-211	MEDICAL CLAIM: HARIKRISHNA P PATEL		606313	45.58
01-000327	PRAIRIE CARDIOVASCULAR	I-200807306649	221 5413-211	MEDICAL CLAIM: PRAIRIE CARDIOVASCUL		606281	21.39
01-000328	WILLIAM G SCHUBERT MD	I-200807316798	221 5413-211	MEDICAL CLAIM: WILLIAM G SCHUBERT M		606351	17.06
01-000333	QUEST DIAGNOSTIC	I-200807306650	221 5413-211	MEDICAL CLAIM: QUEST DIAGNOSTIC		606282	228.25
01-000334	SIU PHYSICIANS	I-200807306654	221 5413-211	MEDICAL CLAIM: SIU PHYSICIANS		606286	202.88
01-000334	SIU PHYSICIANS	I-200807306704	221 5413-211	MEDICAL CLAIM: SIU PHYSICIANS		606317	76.41
01-000344	PROVENA COVENANT	I-200807306701	221 5413-211	MEDICAL CLAIM: PROVENA COVENANT		606314	43.62
01-000368	HEALTHFIRST PHY	I-200807316783	221 5413-211	MEDICAL CLAIM: HEALTHFIRST PHY		606336	76.83
01-000379	SPRINGFIELD RADIOLOGIS	I-200807316801	221 5413-211	MEDICAL CLAIM: SPRINGFIELD RADIOLOG		606354	4.02
01-000381	VA ILLIANA HCS	I-200807306657	221 5413-211	MEDICAL CLAIM: VA ILLIANA HCS		606289	178.95
01-000389	BEHAVIORAL HEALTH	I-200807316772	221 5413-211	MEDICAL CLAIM: BEHAVIORAL HEALTH		606325	32.23
01-000478	ASSOCIATED PATHOLOGIST	I-200807316770	221 5413-211	MEDICAL CLAIM: ASSOCIATED PATHOLOGI		606323	6.94
01-000523	EMERGENCY PHYSICIAN	I-200807306690	221 5413-211	MEDICAL CLAIM: EMERGENCY PHYSICIAN		606303	104.83

VENDOR SET: 01 CITY OF MATTOON

BANK: PCBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 413 MEDICAL CLAIMS

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000530	DON R SCOTT MD	I-200807306653	221 5413-211	MEDICAL CLAIM: DON R SCOTT MD		606285	12.23
01-000569	EFFINGHAM OPHTHALMOLOGY	I-200807306689	221 5413-211	MEDICAL CLAIM: EFFINGHAM OPHTHALMOLO		606302	119.32
01-000648	PODIATRY MEDICAL SURGI	I-200807316795	221 5413-211	MEDICAL CLAIM: PODIATRY MEDICAL SUR		606348	262.44
01-000708	CENTRAL IL KIDNEY & DI	I-200807306626	221 5413-211	MEDICAL CLAIM: CENTRAL IL KIDNEY &		606258	386.24
01-000722	HOWARD E BEEDE MD	I-200807306681	221 5413-211	MEDICAL CLAIM: HOWARD E BEEDE MD		606294	342.22
01-000722	HOWARD E BEEDE MD	I-200807316771	221 5413-211	MEDICAL CLAIM: HOWARD E BEEDE MD		606324	144.00
01-000723	CARLE PHYSICIAN SERVIC	I-200807306625	221 5413-211	MEDICAL CLAIM: CARLE PHYSICIAN SERV		606257	249.07
01-000723	CARLE PHYSICIAN SERVIC	I-200807306684	221 5413-211	MEDICAL CLAIM: CARLE PHYSICIAN SERV		606297	64.34
01-000723	CARLE PHYSICIAN SERVIC	I-200807316776	221 5413-211	MEDICAL CLAIM: CARLE PHYSICIAN SERV		606329	116.37
01-000748	MATTOON EYE CENTER	I-200807306642	221 5413-211	MEDICAL CLAIM: MATTOON EYE CENTER		606274	30.00
01-000748	MATTOON EYE CENTER	I-200807306697	221 5413-211	MEDICAL CLAIM: MATTOON EYE CENTER		606310	138.17
01-000899	EFFINGHAM OPEN MRI	I-200807306688	221 5413-211	MEDICAL CLAIM: EFFINGHAM OPEN MRI		606301	435.99
01-001111	KMB SERVICE CORP	I-200807316787	221 5413-211	MEDICAL CLAIM: KMB SERVICE CORP		606340	8.80
01-001264	PATHOLOGY ASSOC OF CEN	I-200807306647	221 5413-211	MEDICAL CLAIM: PATHOLOGY ASSOC OF C		606279	10.55
01-001452	DESERT HEMATOLOGY ONCO	I-200807306631	221 5413-211	MEDICAL CLAIM: DESERT HEMATOLOGY ON		606263	18.36
01-001472	21ST CENTURY ONCOLOGY	I-200807306620	221 5413-211	MEDICAL CLAIM: 21ST CENTURY ONCOLOG		606252	34.52
01-001472	21ST CENTURY ONCOLOGY	I-200807316768	221 5413-211	MEDICAL CLAIM: 21ST CENTURY ONCOLOG		606321	35.49
01-001697	ANESTHESIA CARE OF EFF	I-200807306680	221 5413-211	MEDICAL CLAIM: ANESTHESIA CARE OF E		606293	1,300.00
01-001742	EFFINGHAM UROLOGY ASSO	I-200807316780	221 5413-211	MEDICAL CLAIM: EFFINGHAM UROLOGY AS		606333	920.40
01-001832	COMBS CHIROPRACTIC & W	I-200807306628	221 5413-211	MEDICAL CLAIM: COMBS CHIROPRACTIC &		606260	57.34
01-001856	GIBSON COMMUNITY HOSPI	I-200807306692	221 5413-211	MEDICAL CLAIM: GIBSON COMMUNITY HOS		606305	98.40
01-001920	DVA LABORATORY SERVICE	I-200807306634	221 5413-211	MEDICAL CLAIM: DVA LABORATORY SERVI		606266	41.79
01-001920	DVA LABORATORY SERVICE	I-200807306686	221 5413-211	MEDICAL CLAIM: DVA LABORATORY SERVI		606299	398.71
01-001947	DAVITA DIALYSIS	I-200807306629	221 5413-211	MEDICAL CLAIM: DAVITA DIALYSIS		606261	16,937.16
01-001951	BIOMAX REHABILITATION	I-200807306621	221 5413-211	MEDICAL CLAIM: BIOMAX REHABILITATIO		606253	388.80
01-001978	SCHURGER CHIROPRACTIC	I-200807316799	221 5413-211	MEDICAL CLAIM: SCHURGER CHIROPRACTI		606352	6.05

VENDOR SET: 01 CITY OF MATTOON

BANK: PCBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 413 MEDICAL CLAIMS

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

PAY DATE RANGE: 7/16/2008 THRU 7/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001992	HEALTHCARE NETWORK ASS	I-200807316782	221 5413-211	MEDICAL CLAIM:	HEALTHCARE NETWORK A	606335	122.34
01-002009	DECATUR EMERGENCY MEDI	I-200807306630	221 5413-211	MEDICAL CLAIM:	DECATUR EMERGENCY ME	606262	40.03
01-002011	DMH DBA CIPS VOLNEY WI	I-200807316778	221 5413-211	MEDICAL CLAIM:	DMH DBA CIPS VOLNEY	606331	70.85
01-002012	HERRIN HOSPITAL	I-200807306638	221 5413-211	MEDICAL CLAIM:	HERRIN HOSPITAL	606270	67.77
01-002021	EFFINGHAM AMBULATORY S	I-200807306687	221 5413-211	MEDICAL CLAIM:	EFFINGHAM AMBULATORY	606300	189.09
01-002029	ABBOTT ENDOCRINOLOGY I	I-200807316769	221 5413-211	MEDICAL CLAIM:	ABBOTT ENDOCRINOLOGY	606322	118.00
01-002076	FAMILY MEDICAL CENTER	I-200807306635	221 5413-211	MEDICAL CLAIM:	FAMILY MEDICAL CENTE	606267	240.52
01-002091	DMH DBA CIPS THOMAS FU	I-200807306632	221 5413-211	MEDICAL CLAIM:	DMH DBA CIPS THOMAS	606264	22.86
01-002092	HEALTHPARK HOSPITAL	I-200807306636	221 5413-211	MEDICAL CLAIM:	HEALTHPARK HOSPITAL	606268	239.89
01-002093	PHARMAX INC DBA MED SH	I-200807306648	221 5413-211	MEDICAL CLAIM:	PHARMAX INC DBA MED	606280	46.45
01-002094	VILLAGE OF GREENUP	I-200807306658	221 5413-211	MEDICAL CLAIM:	VILLAGE OF GREENUP	606290	206.14
01-002095	NAPLES PATHOLOGY ASSOC	I-200807306699	221 5413-211	MEDICAL CLAIM:	NAPLES PATHOLOGY ASS	606312	119.71
01-002096	ST JOHNS PHYSICIAN SER	I-200807306706	221 5413-211	MEDICAL CLAIM:	ST JOHNS PHYSICIAN S	606319	13.55
01-002099	MERITCARE MEDICAL GROU	I-200807316792	221 5413-211	MEDICAL CLAIM:	MERITCARE MEDICAL GR	606345	56.95
01-002100	NAPLES COMMUNITY HOSPI	I-200807316793	221 5413-211	MEDICAL CLAIM:	NAPLES COMMUNITY HOS	606346	2,072.80
01-002101	PARIS COMMUNITY HOSPIT	I-200807316794	221 5413-211	MEDICAL CLAIM:	PARIS COMMUNITY HOSP	606347	1,764.00
01-017610	RODNEY G FLEMING OD	I-200807316781	221 5413-211	MEDICAL CLAIM:	RODNEY G FLEMING OD	606334	11.32
01-032700	MATTOON HEALTH CARE CE	I-200807306643	221 5413-211	MEDICAL CLAIM:	MATTOON HEALTH CARE	606275	1,408.00
01-050850	DR ZAVERI & ASSOCIATES	I-200807306633	221 5413-211	MEDICAL CLAIM:	DR ZAVERI & ASSOCIAT	606265	361.13
01-050850	DR ZAVERI & ASSOCIATES	I-200807316779	221 5413-211	MEDICAL CLAIM:	DR ZAVERI & ASSOCIAT	606332	177.73
						TOTAL:	87,837.03
						-----	
01-000258	CAREMARK INC	I-200807306708	221 5414-211	RX CLAIMS	: CAREMARK INC	606292	16,898.73
						TOTAL:	16,898.73
						-----	
						TOTAL:	104,735.76
						-----	
						REPORT GRAND TOTAL:	104,735.76

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2008-2009	221-5413-211	MEDICAL CLAIMS	87,837.03	1,150,000	815,792.66				
	221-5414-211	RX CLAIMS	16,898.73	464,500	360,116.99				
		TOTAL:	104,735.76						

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

ACCT	NAME	AMOUNT
221-413	MEDICAL CLAIMS	87,837.03
221-414	RX CLAIMS	16,898.73
-----		
221 TOTAL	HEALTH INSURANCE FUND	104,735.76
-----		
	** TOTAL **	104,735.76

NO ERRORS

										-----DEPOSIT-----	
---ACCOUNT---	-----NAME-----	--DATE--	----TYPE----	-CK #-	----AMOUNT----	CODE	-RECEIPT--	---AMOUNT---	---MESSAGE---		
04-05600-11	MYRTLE THOMPSON, SHARON GI	7/28/08	FINAL BILL	94617	56.96CR	100	33533	60.00CR			
04-19400-09	PIERCE, STACIE L	7/28/08	FINAL BILL	94618	10.37CR	100	33233	60.00CR			
04-24400-10	RILENGE, JODIE L	7/28/08	FINAL BILL	94619	8.93CR	100	31378	60.00CR			
09-01400-04	CLODFELTER, JOSEPH A	7/28/08	FINAL BILL	94620	36.06CR	100	30632	60.00CR			
09-06910-11	COOK, KATRINA L	7/28/08	FINAL BILL	94621	34.70CR	100	30327	60.00CR			
11-10400-03	WILLIS, ROGER B	7/28/08	FINAL BILL	94622	56.50CR	100	28739	60.00CR			
14-02100-09	COURCHEN, YVONNE	7/28/08	FINAL BILL	94623	37.04CR	100	27978	60.00CR			
14-04450-05	HALL, SHANNA C	7/28/08	FINAL BILL	94624	17.19CR	100	32313	60.00CR			
14-20110-11	SINCLAIR, DENISE L	7/28/08	FINAL BILL	94625	9.08CR	000		0.00			
22-08910-08	DRAKE, JEFFREY L	7/28/08	FINAL BILL	94626	53.15CR	100	33419	60.00CR			
22-15800-13	PATRICK, ASHLEY M	7/28/08	FINAL BILL	94627	30.80CR	100	32323	60.00CR			
27-12000-04	FLANAGAN, NANCY K	7/28/08	FINAL BILL	94628	16.91CR	100	31727	60.00CR			
28-23100-09	JANSSEN, MARIA L	7/28/08	DEMAND RETURN	94629	8.08CR	000		0.00			
34-09110-06	DEMIAN, LEONARD	7/28/08	FINAL BILL	94630	47.81CR	100	29851	60.00CR			
36-12000-11	PITCHER, JORDAN B	7/28/08	FINAL BILL	94631	56.05CR	100	32625	60.00CR			

-----DEPOSIT-----

-----ACCOUNT-----	-----NAME-----	---DATE---	----TYPE----	-CK #-	----AMOUNT----	CODE	-RECEIPT--	---AMOUNT---	-----MESSAGE-----
01-11100-03	MUCCIANI, CHRISTINA M	7/31/08	FINAL BILL	94775	56.96CR	100	32524	60.00CR	
11-11100-11	ABRAMS, JIMMY J	7/31/08	FINAL BILL	94776	36.54CR	100	32962	60.00CR	
22-18010-11	FUQUA, LAUREL	7/31/08	FINAL BILL	94777	53.99CR	100	33591	60.00CR	
26-10900-09	PLUMMER, MELISSA N	7/31/08	FINAL BILL	94778	23.55CR	100	31595	60.00CR	
27-08600-10	RHODES, LINDA K	7/31/08	FINAL BILL	94779	34.72CR	100	32059	60.00CR	
36-06100-12	HARNER, TESSA L	7/31/08	FINAL BILL	94780	56.96CR	100	32342	60.00CR	

# NEW BUSINESS:

## City of Mattoon Council Decision Request

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MEETING DATE: 08/05/08                      CDR NO: 2008-894

SUBJECT: Request to Advertise for Bids and Approval of Specifications for Addition of 12' overhang to MPD Pistol Range Main Building and construction of a 145'x22' free-standing overhang at Pistol Range with partial gable roof line and total of 7 garage doors

SUBMITTAL DATE: 07/28/08

SUBMITTED BY: David Griffith, Chief of Police, Mattoon Police Dept.

APPROVED FOR                      Alan Gilmore  
COUNCIL AGENDA: City Administrator

\_\_\_\_\_ Date

EXHIBITS (If applicable): Specifications

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$25,000.00	BUDGETED: None	REQUIRED: \$25,000.00 (Omega)

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

“I move that the City Council approve specifications and authorize the Chief of Police to advertise for bids for the construction of a 12' overhang addition to the Pistol Range Building and for the construction of a 145'x22' free-standing overhang with partial gable roof and seven 8'x10' garage doors at MPD's Pistol Range.”

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

The MPD Shooting Range construction proposal outlined below is anticipated to cost roughly between \$15,000 and \$25,000 which is the reason we propose to advertise for bids – to obtain a professional cost estimate. Should we get favorable affordable feed-back, **Chief David Griffith proposes to pay for the project with Federal Sharing (Omega) funds** since no MPD funds are or will likely be budgeted for this type of much needed work.

The Mattoon Police Dept. Shooting Range has been in operation for nearly 30 years. Since its existence, the range has been used frequently, yet maintained minimally. The majority of attention has been towards grounds maintenance, and the range is obviously past due for general repair and updating. There has been recent cosmetic attention to the main building and firing line roof, however we have basically “put a Band-Aid on a broken bone”.

The main building is in fair condition and is used for training purposes as well as for other City functions. In an effort to enhance the use of the existing building within reasonable expense and effort, we propose to construct a 12-foot overhang on the South and East sides of the building. This will allow for covered outdoor access to accommodate overflow of visitors during events, and will serve as a protective cover for exterior tables, benches, and equipment during inclement weather.

The firing line roof is showing obvious signs of deterioration. Understandably, due to age, the wooden framework is rotting, and the metal roof is no longer in solid condition. The majority of the steel upright support posts have been “up-rooted” by the winter ground freeze. Quite simply, this firing line roof is no longer structurally sound. Replacement with a 145'x22' free-standing overhang type construction with garage doors is the recommended solution. These needed repairs will last for many years, and will be of benefit to the overall operation of the range for many events and qualifications to come.

## SPECIFICATIONS

### CONSTRUCTION WORK AT MATTOON POLICE DEPT. PISTOL RANGE

The City of Mattoon, Illinois, is seeking bids from qualified Contractors for a construction project as described herein at the Mattoon Police Department Pistol Range located near Lake Paradise on the Lake Road, Mattoon, Illinois.

The Contractor shall provide all labor, materials, equipment, bonding and insurance in a workmanlike manner according to generally accepted industry practice. The City Attorney has given an opinion that it is necessary for a contractor to pay "prevailing wages" for labor employed in the performance of this Project because it is new construction work and must meet the requirements of the Illinois Department of Labor for public works projects of political subdivisions of the State of Illinois.

The specifications for the work to be performed by the Contractor are presented on Exhibit A, attached and incorporated herein by reference. In order to be responsive to this solicitation, bid proposals must contain at least the following information:

1. Schedule for implementing the scope of work.
2. Suggested form of the proposed contract outlining the work to be done by the Contractor and work to be done by others if needed.
3. Evidence of the contractor's bonding and insurance.
4. Lump sum bid for the work based upon unit prices proposed.

It is the intent of the City to award this procurement to the lowest responsible bidder. The right is reserved to reject any or all bids received and to award the procurement to the bidder determined most advantageous to the municipality.

#### **Contractor Selection Criteria:**

1. Understanding of the project
2. Schedule for completing the work
3. Relevant experience of the contractor with similar projects
4. Cost

#### **Contractor Selection Procedures:**

Bid Due Date: Bids must be submitted in a sealed envelope by 3:00 PM, August 21, 2008, at which time they will be opened and read aloud. The envelope must be labeled "**Bid for Construction Project for Mattoon Police Dept. Pistol Range**" and addressed to Susan O'Brien, City Clerk, 208 N. 19<sup>th</sup> Street, Mattoon, IL 61938. Fax or e-mail proposals will NOT be accepted.

Award of Contract: A recommendation from the management staff for the award of this procurement is tentatively scheduled for consideration by the Mattoon City Council at its regular meeting to be held September 2, 2008.

**More Information:** For more information pertaining to this request for bids, prospective contractors may contact Police Chief David Griffith at 217-235-2255.

## EXHIBIT A

### PROJECT SPECIFICATIONS

#### PART 1 GENERAL

##### 1.01 SCOPE

A. The work shall consist of furnishing all labor, materials and equipment necessary to construct a 12' overhang attached to existing 36' x 48' pole building on both the South and East sides in addition to constructing a 145' x 22' free standing overhang with partial gable style roof line, with 72' on one side enclosed with five (5) 8' x 10' non-insulated garage doors spaced evenly and two 8' x 10' garage doors (one on each end) bringing the total number of garage doors to seven (7) all of which shall be lifted manually (without electric lifts/openers) via a torsion bar manual lift system.

B. All dimensions and quantities of materials are the sole responsibility of the Bidder. Field verify all dimensions and quantities prior to submitting a bid.

C. Coordinate all work to be done with the Owner.

E. If a bidder is unable to comply with any of these specifications, the bidder shall submit in writing the reason for noncompliance. Noncompliance with any specification is grounds for rejection of the entire bid. The Owner reserves the right to reject any bid which does not meet these specifications and to award this contract in a manner that serves the interests of the Owner at its sole discretion.

F. Bids shall include all shipping and handling fees and will have no hidden costs. **The City of Mattoon is exempt from sales taxes.** Sales Tax Exemption Certificate number will be provided to the winning bidder for invoice processing.

G. Sufficient labor shall be provided by the Contractor to ensure that all work under this contract shall be performed. Evenings and weekends are available for the Contractor's work. Coordinate work dates and times with either Police Chief David Griffith (235-2255) or Deputy Police Chief Adam Weinstock (258-7906).

##### 1.02 DESCRIPTION OF WORK

A. Definitions: Standard materials for this type of construction will apply to this project. Suggested project materials will be considered by the Owner.

B. PRIOR TO CONSTRUCTION/INSTALLATION, Contractor will discuss with owner regarding the make and style of all garage doors, lift systems, and lift mechanisms Contractor proposes to use in this project.

### 1.03 INSURANCE

A. Contractor shall provide evidence of workers compensation insurance in statutory limits.

B. Contractor shall provide evidence of casualty, completed products and operations insurance in limits not less than \$1 million per occurrence. Prior to award of the contract, the Contractor shall submit a Certificate of Insurance naming the City of Mattoon as “additional insured” in limits not less than \$1 million per occurrence.

C. Prior to award of the contract, the Contractor shall submit a Certificate of Insurance naming the City of Mattoon as “additional insured” on performance and payments bond in limits equivalent to the value of the contract awarded.

### 1.04 QUALITY ASSURANCE:

Installer Qualifications: Engage experienced installers who have consistently completed similar type of work, at least one of whom will serve as Foreman.

### 1.05 SUBMITTALS

A. Provide manufacturer’s “Materials Safety Data Sheets” for Owner review and approval for all components and materials used.

B. Samples: For selection by Owner, provide samples of manufacturer’s available standard colors.

### 1.06 PROJECT CONDITIONS

Environmental Conditions: Work to be performed in outdoor area near mature trees.

### 1.07 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original packages and containers with seals unbroken and bearing manufacturer’s labels indicating brand name and directions for storage.

B. Store materials to comply with manufacturer’s directions to prevent deterioration or damage from moisture, heat, cold, direct sunlight or other causes.

C. Coordinate with Chief David Griffith or Deputy Chief Adam Weinstock concerning necessary storage location(s) and capacities for this project.

## 1.08 SPECIFIC PRODUCT WARRANTY

Provide written garage door warranty from Manufacturer for doors chosen and approved by Owner for this project.

## PART 2 PRODUCTS

### 2.01 MANUFACTURER

A. Specifications are based on products generally available from a variety of vendors for this type of project. Owner will consider Contractor's recommendations for the types of products, including brand of garage doors, to be used in this project.

B. The proposed finished project must be durable and easy to clean using generally available care products. Manufacturer's recommendations and instructions for routine maintenance and care of the garage doors must be provided to Owner.  
**Garage doors which will require cleaning and/or maintenance products and/or equipment available exclusively from that manufacturer may NOT be considered.**

**CITY OF MATTOON**

**RESOLUTION NO. 2008-2749**

**RESOLUTION TO ENTER INTO CONTRACTUAL AGREEMENT  
FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES WITH  
THE COLES COUNTY REGIONAL PLANNING & DEVELOPMENT COMMISSION**

**WHEREAS**, the **City of Mattoon** is in the process of implementing a General Information System (GIS) Mapping system to provide a critical tool in the management of its community planning, community development and infrastructure improvement activities, and;

**WHEREAS**, the Coles County Regional Planning and Development Commission has been deemed by the **City Council** as qualified to assist the City of Mattoon in the implementation of said GIS System, said Commission furnishing a proposed contract agreement for said GIS services to the **City**, and

**WHEREAS**, The City Council has examined the proposed contract agreement, entitled:

**“GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES AGREEMENT  
BETWEEN THE CITY OF MATTOON AND THE COLES COUNTY REGIONAL  
PLANNING AND DEVELOPMENT COMMISSION”**

and finds the agreement to be acceptable.

**NOW, THEREFORE, BE IT RESOLVED** by the **Mayor and City Council** of the **City of Mattoon, Coles County**, Illinois that the **City** enter into and execute this Contract Agreement for Administrative Services with the Coles County Regional Planning and Development Commission. **This resolution is retroactive to said Contract Agreement’s effective date of May 1, 2008.** The **Mayor** is authorized to execute said AGREEMENT.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by a roll call vote, as follows:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
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 \_\_\_\_\_, 2008.

**GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES AGREEMENT  
BETWEEN THE CITY OF MATTOON AND THE COLES COUNTY REGIONAL  
PLANNING AND DEVELOPMENT COMMISSION**

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 2008 between the Coles County Regional Planning and Development Commission, hereinafter known as the "Commission" and the **City of Mattoon**, Illinois, a municipal corporation, hereinafter called the "**City**."

WITNESSETH: In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Commission agrees to provide **GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES** to the **City** from **May 1, 2008 to April 30, 2009**. Said GIS Support Services shall be determined by the **City** and shall be performed by the Commission under the direction of the **City**.

2. The **City** hereby agrees to enter into a contract agreement for actual services rendered for an estimated annual sum not to exceed **\$25,000** to cover costs of said services. The **City** will be billed on a monthly basis at an hourly rate not to exceed forty-five dollars/hour (\$45/hr) plus other direct expenses necessary to cover actual costs of providing said GIS Support Services. The Commission shall bill the **City** for services rendered for the prior month. Said payments shall be made by the **City** within 30 days following each statement. Statements will reflect expenses to-date and the amount remaining in the contract and will be provided to the **City**.

3. All costs in the execution of this Agreement shall be borne by the funds allocated herein. *If the Commission does not perform any services for the **City**, no charge against the estimated sum shall be made.*

4. If the **City** wishes to continue contracting for assistance which goes beyond the estimated sum of this Agreement, said Agreement shall be amended as follows:

At the request of the **City**, The Commission shall prepare an amendment to this Agreement outlining the estimated additional costs. Upon mutual agreement, both parties will enter into an Agreement Amendment, which will be made and attached hereto.

Other Provisions

1. Termination: This contract may be terminated by the **City** with or without cause. Under this event, the Commission shall be paid for all unpaid services rendered under this Agreement up to the date of this Agreement's termination, within thirty (30) days of the date of termination.

2. Hold Harmless Agreement: The **City** shall save the Commission harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Commission, their associates, and their employers under this Agreement, due to errors and omissions by the **City**. The **City** agrees to have all Commission work reviewed by licensed professionals as applicable and appropriate.

THIS AGREEMENT constitutes the entire Agreement between the parties hereto, and no changes or additions to said Agreement shall be valid unless in writing and signed by the parties hereto. This Agreement shall be interpreted and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, **2008**.

FOR THE **CITY**

FOR THE COMMISSION

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
CCRP&DC, Commission Chairman

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
CCRP&DC, Executive Director

(SEAL)

(SEAL)

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 08/05/08    CDR NO: 2008-895    SUBJECT: Tourism Grant

SUBMITTAL DATE:            07/29/08

SUBMITTED BY:            Angelia Burgett, Mattoon Tourism Coordinator

EXHIBITS (If applicable):    Grant Application

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE:    \$500.00	BUDGETED: \$80,000	REQUIRED:    N/A

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

“I move to approve \$500.00 in grant by the Tourism Advisory Committee from hotel/motel tax funds to:

“East Central Illinois Antique Farm Equipment Show to be held July 18, 19, 20, 2008”

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

This application was considered and approved by the Tourism Advisory Committee at a meeting held May 14<sup>th</sup>, 2008.

## Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and  
\_\_\_\_\_ East Central Illinois Antique Farm Equipment Club \_\_\_\_\_, of  
\_\_\_\_\_ Charleston \_\_\_\_\_, Illinois (hereinafter "Grantee").

### Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of Five Hundred \_\_\_\_\_ (\$ \_\_\_\_\_ 500.00 ), for the purposes set forth in the Tourism Grant Application (appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

WHEREAS, Grantee, as a condition of the grant, has agreed to fully disclose its financial standing to prove that the grant was used as represented on Exhibit A.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. As a condition of the grant (Exhibit A), Grantee shall make available to City, or any of its designated representatives, any or all of its financial records, including but not limited to: checking accounts, savings accounts, bank accounts, financial institution accounts, books of account, general ledgers, and all other financial records and business records, such records request shall be satisfied within seven (7) business days of written request to Grantee.

2. City agrees to fund the grant (Exhibit A) consistent with the terms of Exhibit A.
3. City may conduct an audit of Grantee's financial records at any time within fourteen (14) months of the date of Exhibit A. City may also conduct an audit within sixty (60) days of receipt of written notice as set forth in the next paragraph, hereof.
4. Grantee shall provide a written notice to the City Clerk of the City of Mattoon within sixty (60) days of the conclusion of the grant program (Exhibit C). Grantee will comply with all other requirements set forth in "General Information Sheet" appended hereto and marked as Exhibit B which are not expressly contradicted by this agreement.
5. The audit referred to in this agreement shall include the unrestricted access to all financial records of Grantee as provided in this Agreement.
6. Grantee shall, upon written request by City, give written direction to all financial institutions, with which it has any account, to disclose any information with respect to such account(s) and, by this Agreement, waives any privilege or right of confidentiality which it may have to any financial records possessed by it or possessed by any financial institution.
7. Financial institution, as used in this Agreement, includes any bank, savings and loan, securities house, or any other institution having the purpose of holding or investing funds for clients or customers of such financial institution.
8. In the event of noncompliance with this Agreement, Grantee shall refund all monies paid to it pursuant to Exhibit A within thirty (30) days upon written demand to it by City because of such noncompliance. City will not demand

refund until reasonable efforts have been made to obtain compliance with this Agreement.

9. Grantee agrees that all funds paid to it pursuant to Exhibit A shall be used solely and only for the purposes represented on Exhibit A.

---

Mayor

Attest:

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City Clerk

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Grantee

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2008-1284**

**AN ORDINANCE CLARIFYING THE MATTOON MID-TOWN TIF PHASE I INCENTIVE BOUNDARY AREA AS PRESENTED AUGUST, 2003 BY EHLERS & ASSOCIATES TO THE CITY OF MATTOON, ILLINOIS**

**WHEREAS**, a discrepancy in the Mattoon Mid-town TIF District's Phase I Incentive Boundary Area has been recently discovered; and

**WHEREAS**, the City of Mattoon established the Mid-town TIF District in 2003 based on a map used in the presentation of the TIF Plan to the Mattoon City Council depicting 13<sup>th</sup> Street as the eastern boundary of the Mid-town TIF District Phase I Incentive area; and

**WHEREAS**, maps included in the Mid-town TIF District Plan indicate the Phase I Incentive Area's eastern boundary to be 15<sup>th</sup> Street; and

**WHEREAS**, no legal description of the Mattoon Mid-town TIF District's Phase I Incentive Area is included in the Mattoon Mid-town TIF District Plan; and

**WHEREAS**, the TIF Incentive Review Committee has utilized 14<sup>th</sup> Street as the eastern boundary of the Mid-town Phase I Incentive Area in formulating incentive recommendations to the Mattoon City Council, and

**WHEREAS**, 14<sup>TH</sup> Street has been the psychological, social and historical boundary of the Mid-town business district in Mattoon, Illinois for decades.

**NOW THEREFORE BE IT ORDAINED** by the City Council for the City of Mattoon, Coles County, Illinois to adopt the attached Mid-town TIF District Phase I Boundary Area, prepared August, 2008 by the Coles County Regional Planning and Development Commission establishing 14<sup>th</sup> Street as the eastern boundary of the Mid-town TIF District Phase I Incentive Area.

This ordinance shall be effective the day of its adoption and approval by the City Council.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by a roll call vote, as follows:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

ATTEST:

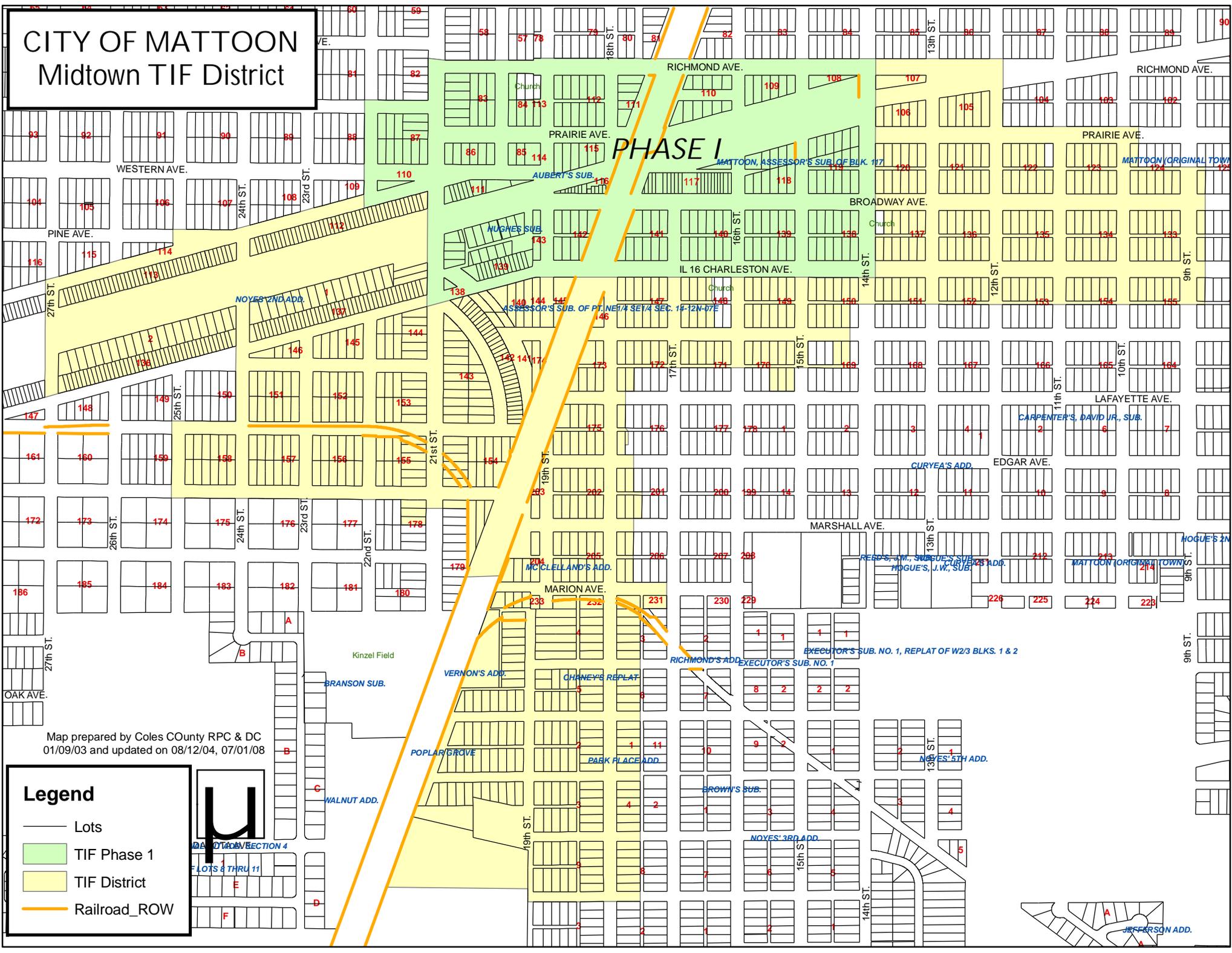
APPROVED AS TO FORM:

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

\_\_\_\_\_  
J. Preston Owen  
City Attorney & Treasurer

Recorded in the Municipality's Records on \_\_\_\_\_, 2008.

# CITY OF MATTOON Midtown TIF District



Map prepared by Coles County RPC & DC  
01/09/03 and updated on 08/12/04, 07/01/08

**Legend**

- Lots
- TIF Phase 1
- TIF District
- Railroad\_ROW



**City of Mattoon  
Council Decision Request**

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MEETING DATE 8/05/2008 CDR NO: 2008-896 SUBJECT: TIF Incentive Review  
Committee recommendations

SUBMITTAL DATE: 7/25/2008

SUBMITTED BY: Alan Gilmore, City Administrator

EXHIBITS (If applicable): Current TIF Funding Obligation Spreadsheet

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: FY '10 \$6,470	BUDGETED: N/A	REQUIRED: N/A

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

I Mayor David W. Cline move to accept the recommendations of the TIF Incentive Review Committee for the following projects located in the Mid-town TIF District.

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

1. Marilyn McClean 1516 Broadway Avenue

Marilyn McClean was previously approved for a Mid-town TIF grant totaling \$42,525 for this same project, however after getting further into her building restoration project, Mrs. McClean discovered the front of her building would need additional structural stabilization similar to the work performed on the Bob Walker building in the same block. In order to complete the historical restoration in conformity with the architect's rendering submitted with her TIF application Mrs. McClean is requesting an additional \$37,475. The total restoration cost for Mrs. McClean's building is estimated to be \$128,218.

The TIF Incentive Review Committee recommends no further assistance for these additional TIF eligible cost associated with the structural and facade work for this building due to the building's smaller frontage footage compared to TIF incentives approved for larger buildings.

2. Robert Reid dba D to Z Sports 1611 Broadway Avenue

Robert plans to have a contractor remove the existing roofing, inspect and replace any deteriorated roof decking, then install new flashing and an EPDM 45 mil single ply roofing membrane. The total cost of Robert's project is \$17,480 which qualifies under the Mid-town TIF's emergency structural repairs funding category at 75% cost sharing.

The TIF Incentive Review Committee recommends funding these improvements at 75% and offer Mr. Reid a grant of \$13,110.00 to be dispersed over 10 years in annual payments of \$1,311.00 beginning in fiscal year 2010.

3. Doug & Jeanne Vonderheide 118 & 120 South 17<sup>th</sup> Street

The Vonderheide's plan to restore both buildings by replacing the brick facade on the 118 South 17<sup>th</sup> building and installing new windows, siding and awnings on both buildings. The total cost of their TIF eligible renovations is \$61,996.70 The TIF Incentive Review committee recommends a grant \$51,590 to be dispersed over a 10 years in annual payments of \$5,159 beginning in fiscal year 2010.







**City of Mattoon  
Council Decision Request**

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MEETING DATE 8/05/2008 CDR NO: 2008-897 SUBJECT: TIF Incentive Review  
Committee recommendations

SUBMITTAL DATE: 7/25/2008

SUBMITTED BY: Alan Gilmore, City Administrator

EXHIBITS (If applicable):

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: FY'10	\$6,505 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 Mayor David W. Cline move accept the recommendation of the TIF Incentive Review Committee regarding the Dr. Kenneth L. Myracle's Cross County Dental Center project located at 117 Holiday Drive in the Broadway East TIF and Business Districts.

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

Dr. Kenneth Myracle is redeveloping 2 lots on the west side of Holiday Drive just south of the El Vaquero restaurant. On the southern most lot (117 Holiday Drive) he is building a new 4,536 sq. ft. Dental Clinic and will relocate his current practice there. Neither of these 2 lots are currently served by City of Mattoon storm sewer, sanitary sewer, or potable water service. Extending these utility services is a TIF eligible expense. Additionally Dr. Myracle will be installing underground storm water detention basins as well as obtaining easements to extend the Storm sewer, Sanitary sewer, and the Water services at an estimated cost of \$65,050 including legal fees.

The TIF Incentive Review Committee recommends an annual payment of 45% of the new Incremental Property Taxes derived from the Dental Clinic beginning with the first full assessment year anticipated to be 2009 taxes payable in 2010 for a term of 10 years, not to exceed \$65,050 in total.

**City of Mattoon  
Council Decision Request**

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MEETING DATE 08/05/2008 CDR NO: 2008-898

SUBJECT: Artist contract for Mural Art at 1611 Broadway Ave, Mattoon

SUBMITTAL DATE: 07/29/08

SUBMITTED BY: Angelia Burgett, Mattoon Tourism Director

EXHIBITS (If applicable): Contract with Artist, DS Gordon Murals

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$33,000.00	BUDGETED: \$33,000.00	REQUIRED: 0.00

---

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 to sign the attached contract for the Mural Art Project at 1611 Broadway Ave, Mattoon to be executed by DS Gordon Murals.”

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

Approving this CDR will allow us to proceed with the Mural Art at 1611 Broadway Construction. The Artist expenses are fully-funded by the Lumpkin Family Foundation Grant for this purpose.”

Exhibit A of the contract details 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**

**ORDINANCE NO. 2008-5258**

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF MATTOON, ILLINOIS AND CROSS COUNTY NATIONAL ASSOCIATES, L.P. AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.**

**WHEREAS**, pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the “TIF Act”), the City Council on December 4, 2007 (1) approved a plan entitled “Tax Increment Financing Redevelopment Plan and Project – Broadway East Redevelopment Project Area” (the “Redevelopment Plan”), (2) designated certain real property located in the City as the Broadway East Redevelopment Project Area, which includes land upon which the Cross County Mall is situated, and (3) adopted tax increment financing for the Broadway East Redevelopment Project Area; and

**WHEREAS**, pursuant to the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et seq.*, as amended (the “Business District Act”), the City Council on December 4, 2007 (1) approved a plan entitled “Business District Plan – Broadway East Business District” (the “Business District Plan”), (2) designated certain real property located in the City as a business district (the “Business District”), which includes land upon which the Cross County Mall is situated, and (3) authorized the imposition of certain additional sales taxes within the Business District; and

**WHEREAS**, in response to a solicitation of proposals by the City for redevelopment of certain property that includes the Cross County Mall (the “Redevelopment Area”), Cross County National Associates, L.P. (the “Developer”) submitted a proposal (the “Redevelopment Proposal”) for redevelopment of the Redevelopment Area; and

**WHEREAS**, pursuant to the TIF Act and the Business District Act the City is authorized to enter into a redevelopment agreement (the “Redevelopment Agreement”) with the Developer setting forth the respective rights and obligations of the City and the Developer with regard to the redevelopment of the Redevelopment Area.

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

**Section 1.** The City Council hereby ratifies and confirms its approval of the Redevelopment Plan, the Business District Plan and the redevelopment project described in the Redevelopment Proposal (the “Redevelopment Project”) and its findings in connection therewith. The City Council finds and determines that it is necessary and desirable to enter into an agreement with the Developer to implement the Redevelopment Plan, the Business District Plan and the Redevelopment Project and to enable the Developer to carry out the Redevelopment Proposal.

**Section 2.** The Mayor is hereby authorized and directed to execute, on behalf of the City, and the City Clerk is hereby authorized and directed to attest, and affix the seal of the City to, the Redevelopment Agreement (attached hereto as **Exhibit A**). The Redevelopment Agreement, in substantially the form attached hereto, is hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

**Section 3.** The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 4.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Ordinance shall be in full force and effect from and after the date of its passage and approval as provided by law.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of August, 2008, by a roll call vote, as follows:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
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 \_\_\_\_\_, 2008.

**EXHIBIT A**  
**REDEVELOPMENT AGREEMENT**

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**REDEVELOPMENT AGREEMENT**

**between the**

**CITY OF MATTOON, ILLINOIS**

**and**

**CROSS COUNTY NATIONAL ASSOCIATES, L.P.**

**Dated as of**

**August \_\_, 2008**

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**BROADWAY EAST REDEVELOPMENT PROJECT AREA**  
**(CROSS COUNTY MALL PROJECT)**

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## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of August, 2008, by and between the **CITY OF MATTOON, ILLINOIS** (the “City”), a non-home rule city and political subdivision of the State of Illinois, and **CROSS COUNTY NATIONAL ASSOCIATES, L.P.** (the “Developer”), a limited partnership duly authorized and existing under the laws of the State of Illinois. *All capitalized terms used herein shall have the meanings detailed in Article I of this Agreement.*

1. Pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended, the City Council has adopted tax increment financing for certain real property located in the City, including land upon which the Cross County Mall is situated.

2. Pursuant to the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et seq.*, as amended, the City Council has designated certain real property located in the City as a business district, including land upon which the Cross County Mall is situated.

3. The City distributed a Request for Development Proposals for the redevelopment of certain property located north and east of the intersection of Charleston Avenue and Logan Street.

4. The Developer submitted a proposal to the City (the “Redevelopment Proposal”) for redevelopment of the Cross County Mall Project Area (as defined herein), as described in the Redevelopment Proposal.

## AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Definitions.** As used in this Agreement the following words and terms shall have the following meanings:

“**Act**” means, collectively, the Illinois Municipal Code, including the TIF Act and the Business District Act, and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.*, all as supplemented and amended.

“**Bond Counsel**” means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political

subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

**“Business District”** means the Broadway East Business District created by the City pursuant to the Business District Act.

**“Business District Act”** means the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et seq.*

**“Business District Plan”** means the plan entitled “Business District Plan – Broadway East Business District” approved by the City Council on December 4, 2007 pursuant to Ordinance No. 2007-5246, as such plan may from time to time be amended in accordance with the Business District Act.

**“Business District Tax Allocation Fund – Cross County Mall Account”** means the account to be created by the City within the Business District Tax Allocation Fund pursuant to the Business District Act, into which the Business District Tax Revenues are to be deposited.

**“Business District Tax Revenues”** means all tax revenues received by the City from the retailers’ occupation tax and service occupation tax and the hotel operators’ occupation tax imposed by the City within the Cross County Mall Project Area of the Business District, the rate of which tax shall equal one percent (1%).

**“Certificate of Eligible Project Costs”** means a document substantially in the form of **Exhibit C**, provided by the Developer to the City certifying and evidencing Eligible Project Costs.

**“Certificate of Substantial Completion”** means a document substantially in the form of **Exhibit B**, provided by the Developer to the City in accordance with this Agreement which, upon the City’s acceptance thereof, shall evidence the Developer’s satisfaction of all obligations and covenants to construct the Cross County Mall Project.

**“City”** means the City of Mattoon, Illinois.

**“City Administrator”** means the City Administrator of the City of Mattoon, Illinois, or his/her designee.

**“City Council”** means the City Council of the City of Mattoon, Illinois.

**“Construction Plans”** means plans, drawings, specifications, and related documents, and construction schedules for the construction of the Cross County Mall Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

**“Cross County Mall”** means the retail development located in the City known as the “Cross County Mall” which development includes the following anchor stores: J.C. Penney,

Sears and Elder-Beerman.

**“Cross County Mall Project”** means the improvements to the Cross County Mall described in the Redevelopment Proposal.

**“Cross County Mall Project Area”** means that portion of the Redevelopment Project Area and the Business District described in **Exhibit A**.

**“Developer”** means Cross County National Associates, L.P., an Illinois limited partnership duly authorized and existing under the laws of the State of Illinois, and its successors and assigns.

**“Eligible Project Costs”** means all reasonable or necessary costs actually incurred in constructing, installing, equipping and furnishing the Cross County Mall Project. Such costs include, but are not limited to, the following: (a) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural engineering, legal, marketing, financial, planning or special services; (c) costs of acquiring real property; (d) costs of demolition of buildings and the clearing and grading of land; (e) costs of relocation, rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (f) costs of construction of public works or improvements; (g) Issuance Costs; (h) all or a portion of a taxing district’s capital costs resulting from the Cross County Mall Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, the Business District Plan and the Cross County Mall Project, to the extent the City by written agreement accepts and approves such costs; (i) payments in lieu of taxes; and (j) all other costs authorized for reimbursement pursuant to the Redevelopment Plan, the Business District Plan and the Act.

**“Indenture”** means any trust indenture to be entered into between the City and a trustee for the issuance of Obligations, as from time to time modified, amended, or supplemented in accordance with the provisions thereof.

**“Issuance Costs”** means all reasonable and customary costs of issuance of the Obligations incurred by the City, including but not limited to underwriters’ discounts and fees, the City’s administrative fees and expenses (including those of its planning consultants), the fees and expenses of the City’s legal counsel, the fees and expenses of Bond Counsel, accrued interest, debt service reserve, and the fees and expenses of the paying agent for the Obligations, if applicable.

**“Obligations”** means bonds authorized and issued by the City in accordance with the Act and this Agreement.

**“Pledged Revenues”** means all of the revenues pledged and secured by any Indenture to the payment of interest and principal on any Obligation, which shall include Business District Tax Revenues and TIF Revenues.

**“Prime Rate”** means the prime rate reported in the “Money Rates” column or any

successor column of The Wall Street Journal, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by Bank of America, N.A., or any successor thereto.

**"Redevelopment Plan"** means the plan entitled "Tax Increment Financing Redevelopment Plan and Project – Broadway East Redevelopment Project Area" approved by the City Council on December 4, 2007 pursuant to Ordinance No. 2007-5243, as such plan may from time to time be amended in accordance with the TIF Act.

**"Redevelopment Project Area"** means the portion of the City designated as the Broadway East Redevelopment Project Area, as described in the Redevelopment Plan.

**"Redevelopment Proposal"** means the proposal of the Developer submitted to the City on August 20, 2007, describing the Cross County Mall Project.

**"Special Allocation Fund – Cross County Mall Account"** means the account to be created by the City within the Special Allocation Fund pursuant to the TIF Act, into which TIF Revenues are to be deposited.

**"TIF Act"** means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*

**"TIF Revenues"** means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Cross County Mall Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Cross County Mall Project Area, which taxes are attributable to the increase in the then-current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Cross County Mall Project Area over and above the Total Initial Equalized Assessed Value of each such piece of property.

**"Total Initial Equalized Assessed Value"** means the total initial equalized assessed value of the taxable real property within the Cross County Mall Project Area as determined by the County Clerk of the County of Coles, Illinois, in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

**"Zoning Approvals"** means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, or other subdivision, zoning, or similar approvals required for the implementation of the Cross County Mall Project and consistent with the Redevelopment Plan, the Business District Plan and the Redevelopment Proposal.

## ARTICLE II

### ACCEPTANCE OF PROPOSAL

**Section 2.01. Acceptance of Proposal.** The City hereby accepts the Redevelopment

Proposal and selects the Developer to perform the Cross County Mall Project in accordance with this Agreement.

**Section 2.02. Estimated Cost.** The Developer's good faith estimate of the aggregate cost of completing the Cross County Mall Project is \$4,500,000.

**Section 2.03. Payment of Cross County Mall Project.** The Developer will pay \$500,000 of costs of the Cross County Mall Project prior to any such costs paid from proceeds of Obligations. If the conditions listed in **Section 4.02** of this Agreement are satisfied, the City will issue Obligations to pay for costs of the Cross County Mall Project in an amount not to exceed \$4,000,000. If at any time proceeds of the Obligations are insufficient to complete the Cross County Mall Project in accordance with the Construction Plans, the Developer will either (1) deposit funds with or at the direction of the City in an amount necessary to complete the Cross County Mall Project, or (2) revise the Construction Plans, with the consent of the City, to complete the Cross County Mall Project with the remaining proceeds of the Obligations.

### **ARTICLE III**

#### **PERFORMANCE OF THE WORK**

**Section 3.01. Ownership of Property.** The Developer represents that it currently owns a long term lease interest to all property within the Cross County Mall Project Area pursuant to a Lease dated July 21, 1966, as supplemented and amended (the "Lease") and is responsible for paying all property taxes levied on the Cross County Mall Project Area during the term of the Lease. The Developer has options to extend the Lease until March 31, 2063.

**Section 3.02. Performance.** The Developer shall commence construction of the Cross County Mall Project within 30 days after the City issues the Obligations, and shall substantially complete the Cross County Mall Project by September 1, 2009. The Developer agrees to construct the Cross County Mall Project, or cause the Cross County Mall Project to be constructed, in a good and workmanlike manner with quality materials, free of defect, in accordance with the Construction Plans.

**Section 3.03. Compliance with State and Local Laws.** The Developer's performance pursuant to this Agreement shall be in compliance with applicable state and local laws. The Construction Plans, construction practices and procedures with respect to the Cross County Mall Project, and construction contracts shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for any public works projects. All contracts and subcontracts under this Agreement relating to the completion of the Cross County Mall Project shall comply with the Prevailing Wage Act, 802 ILCS 130/0.01 *et seq.*

**Section 3.04. Construction Contracts.** The Developer may enter into one or more construction contracts to complete the Cross County Mall Project, so long as the contracts preclude recourse by any such contractor against the City. Each contractor shall furnish to the

City evidence of financial responsibility reasonably acceptable to the City.

**Section 3.05. Insurance.**

(a) The Developer will cause there to be insurance as provided herein at all times that any Obligations are outstanding and, from time to time at the request of the City, furnish the City with proof of payment of premiums on: (1) comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above required limit, an umbrella excess liability policy may be used); (2) property insurance insuring the Cross County Mall in an amount equal to the actual replacement cost of the Cross County Mall exclusive of land, excavations, footings, foundations and parking lots; (3) workers' compensation insurance, with statutory coverage; (4) business interruption insurance insuring the Business District Tax Revenues as described in (f) below; and (5) any bonds required by applicable law.

(b) The policies of insurance required above shall be placed with insurers licensed to transact business in the State of Illinois, and shall name the City as an additional insured. The policies of insurance delivered pursuant to clauses (1) (2) and (4) above shall contain an agreement of the insurer to give not less than 10 days advance written notice to the City in the event of proposed cancellation of such policy or change affecting the coverage thereunder. The Developer shall provide certificates of insurance to the City evidencing such coverage within 30 days after the execution of this Agreement and at least 30 days before the scheduled expiration of any such coverage.

(c) If the Developer fails to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and the Developer agrees to reimburse the City to the extent of the amounts so advanced, with interest thereon at the Prime Rate plus 2.0%.

(d) The Developer agrees that if any portion of the Cross County Mall is damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the Developer will apply all insurance proceeds or other proceeds, or require each insurance company to apply all insurance proceeds, to promptly restore, replace or rebuild the same (or shall promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld. The Developer agrees that it will include in any future loan documents relating to the Cross County Mall a requirement that, in the event insurance covering fire or other casualty results in payment of insurance proceeds to a lender, the lender shall be obligated to restore the Cross County Mall in accordance with this Section. The Developer shall give prompt written notice to the City of any damages or destruction to any of the Cross County Mall by fire or other casualty, irrespective of the amount of such damage or destruction.

(e) If the Developer determines that restoring, replacing or rebuilding the Cross County Mall is not practicable and desirable, then, in lieu of restoring, replacing or rebuilding the Cross County Mall, the Developer shall promptly deposit an amount, as determined by Bond Counsel, sufficient to defease the Obligations, and any insurance proceeds received with respect to such damage or loss to the Cross County Mall will be applied to such defeasance.

(f) The business interruption insurance required in subsection (a)(4) above shall name the City as the sole beneficiary and payee and shall insure unrealized Business District Tax Revenues in the event any business located in the Cross County Mall is required to suspend sales as a result of damage to the Cross County Mall by customary insured perils, including fires, tornados and earthquakes. The insurance shall cover the period of time it would take to repair or replace the Cross County Mall and shall begin providing coverage not more than 48 hours after such event of casualty and shall continue coverage until the business is able to resume sales. Unrealized Business District Tax Revenues shall be based on taxable sales made by such business during the same period of the prior year. In no event shall the business interruption insurance exceed \$300,000 in payments for any calendar year for unrealized Business District Tax Revenues. The City will pledge the proceeds of any business interruption insurance to the payment of principal of and interest on any Obligations.

(g) All rights of the City to proceeds of the insurance described in this Section, with the exception of the business interruption insurance described in subsection (f), are subject to the rights of Cathay Bank, a California banking corporation and its successors (the "Bank"), pursuant to the Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of June 23, 2006 (the "Security Agreement"), between the Bank and the Developer. The Security Agreement secures a loan from the Bank to the Developer, which proceeds were used to construct the Cross County Mall. As of the date hereof, the Developer has not entered into any other loan or financing agreement secured by the Cross County Mall.

**Section 3.06. Plans and Specifications.** Notwithstanding anything in this Agreement to the contrary, the Developer must obtain all City approvals required under the City's general ordinances for construction of the Cross County Mall Project. Furthermore, all plans and specifications of the Cross County Mall Project are subject to the approval of the City.

**Section 3.07. Construction Plans.**

(a) The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Illinois. The Construction Plans and all construction practices and procedures with respect to the Cross County Mall Project shall conform with all applicable state and local laws, ordinances and regulations, including but not limited to any performance, labor and material payment bonds required for public improvements. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in substantial conformance with this Agreement.

(b) Before commencing construction of the Cross County Mall Project, the Developer may make such reasonable changes, including without limitation expansion or deletion of items,

revisions to the areas and scope of the Cross County Mall Project, and any and all such other changes as site conditions or orderly development may dictate, if the Developer obtains all necessary approvals and complies with all laws, regulations and ordinances of the City.

**Section 3.08. Certificate of Substantial Completion.** Promptly after completion of the Cross County Mall Project in accordance with the provisions of this Agreement, the Developer shall furnish to the City a Certificate of Substantial Completion in the form of **Exhibit B** attached hereto. The City shall carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. Upon the City's acceptance of the Certificate of Substantial Completion, the Developer may record the Certificate of Substantial Completion with the Coles County Recorder, and the same shall constitute evidence of the satisfaction of Developer's agreements and covenants to construct the Cross County Mall Project.

## ARTICLE IV

### ISSUANCE OF OBLIGATIONS

#### **Section 4.01. Issuance of Obligations.**

(a) The City shall issue Obligations to pay costs of the Cross County Mall Project and Issuance Costs. The Obligations issued shall bear a rate of interest and shall have terms then prevailing in the market place for debt instruments of the same or similar nature and as are reasonably acceptable to the City, and shall provide, among other things, that the Obligations shall be secured by a pledge of the Pledged Revenues and shall be general obligation bonds of the City, subject to the limitations imposed by the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.*, as amended. All Obligations shall have a term not to exceed the maximum term provided by applicable law.

(b) The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the Obligations. The Developer will not be required to disclose to the general public or any investor the rent payable under any lease or any proprietary or confidential financial information pertaining to the Developer, its tenants or the leases with its tenants, but upon the execution of a confidentiality agreement reasonably acceptable to the Developer, the Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

**Section 4.02. Conditions to Issuance of Obligations.** Prior to the issuance of any Obligations by the City, the Developer must satisfy the following conditions: (1) obtain the City's approval of all plans and specifications of the Cross County Mall Project, (2) obtain all necessary permits for the Cross County Mall Project, (3) provide a revenue projection report for

the Cross County Mall Project, prepared by an independent consultant acceptable to the City, showing that the TIF Revenues and the Business District Tax Revenues will be sufficient to provide debt service coverage satisfactory to the City and the City's financial advisors, and (4) the Developer shall have entered into a fixed price construction contract for the Cross County Mall Project.

**Section 4.03. Payment of Eligible Project Costs.**

(a) The Developer may submit to the City, not more frequently than once per calendar month, a Certificate of Eligible Project Costs in substantially the form attached as **Exhibit C** hereto. Each Certificate of Eligible Project Costs shall be accompanied by itemized invoices, receipts or other information that will demonstrate that such cost has been incurred and qualifies for reimbursement pursuant to this Agreement. In addition, each Certificate of Eligible Project Costs will be signed by a project architect that sufficient funds are available to complete the Cross County Mall Project

(b) The City shall notify the Developer in writing within 30 days after each submission of its approval or disapproval of the costs identified in each Certificate of Eligible Project Costs. If the City determines that any cost identified as an Eligible Project Cost is not an Eligible Project Cost under this Agreement, the City shall identify the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other costs as Eligible Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 30 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment.

(c) The Developer shall provide such information as the City may request for the City to confirm that any cost qualifies under this Agreement and has been incurred or paid by the Developer.

(d) Nothing in this Agreement shall obligate the City to pay any cost that does not qualify as a "redevelopment project cost" under the TIF Act or as an eligible cost under the Business District Act.

(e) No proceeds of any Obligations shall pay or reimburse any Eligible Project Costs (except Issuance Costs) until the Developer has paid \$500,000 of costs of the Cross County Mall Project.

**Section 4.04. Guarantee in the Event of Casualty.** At the time of issuance of the Obligations, the Developer will provide the City a guaranty that is reasonably acceptable to the City of American Realty Investors, Inc. (the "Guarantor"), a Nevada corporation, and its successors and assigns so long as its successors and assigns have a net worth equal to or greater than the Guarantor, to pay principal of and interest on the Obligations during any period of casualty to the Cross County Mall that cause any business to suspend its operation as a result of such casualty. Payments under the guaranty will only be made if proceeds of any insurance

required by this Agreement are insufficient to pay principal of and interest on the Obligations during the period of casualty. The Guarantor will be entitled to reimbursement for any moneys paid pursuant to the guaranty from Business District Tax Revenues after all Obligations have been paid in full.

## ARTICLE V

### TERMINATION

**Section 5.01. Developer's Right of Termination.** At any time before the City prints a preliminary official statement or other offering document offering the sale of Obligations, the Developer may, by giving written notice to the City, terminate this Agreement and the Developer's obligations hereunder.

**Section 5.02. City's Right of Termination.** In addition to any other rights and remedies in this Agreement, the City may terminate this Agreement at any time if the Developer defaults in or breaches any provision of this Agreement and fails to cure such default or breach following notice and opportunity to cure as provided for in **Section 7.01** hereof.

**Section 5.03. Rights Following Termination.** Upon termination of this Agreement, (a) the City shall have no obligation to pay any costs of the Cross County Mall Project, and (b) neither the City nor the Developer shall have any further rights or responsibilities to the other hereunder (except to the extent any of the specific provisions hereof by their express terms survive termination of this Agreement or by their nature require or contemplate completion after termination). The provisions of this section shall survive termination of this Agreement.

## ARTICLE VI

### ASSIGNMENT

**Section 6.01. Transfer of Property.**

(a) Prior to the City's acceptance of the Certificate of Substantial Completion, the Developer may not sell, transfer or otherwise dispose of its leasehold interest of property within the Cross County Mall Project Area without the City's prior written approval, in the City's sole discretion. Notwithstanding the foregoing, no prior consent shall be required for the Developer to transfer its interest in all of such property to (a) an affiliate, at least 51% of the interest of which affiliate is owned by the Developer; provided that such property transfer shall not affect the Developer's obligations hereunder to complete the Cross County Mall Project, or (b) any entity that assumes all obligations of the Developer under this Agreement and has a Net Worth (as such term is defined in **Section 9.05(i)**) of at least \$1,000,000. The Developer agrees to provide written notice to the City of any assignment or transfer under this section within 30 days thereof. After the City's acceptance of the Certificate of Substantial Completion, fee title to any property within the Cross County Mall Project Area may be disposed of without notice to or the

consent of the City.

(b) Notwithstanding anything in (a) to the contrary, any sale, transfer or other disposition of all or any portion of the property within the Cross County Mall Project Area or any interest therein to an organization exempt from payment of ad valorem property taxes shall not occur without the prior approval of the City.

**Section 6.02. Assignment of Duties.** Prior to the City's acceptance of the Certificate of Substantial Completion, the rights, duties and obligations of the Developer under this Agreement may not be assigned nor shall there be any transfer, direct or indirect, of any legal, equitable, or beneficial interest in any stock or ownership interest in Developer (or of any ownership interest in any entity (or its constituents) holding an interest directly or indirectly in Developer) of greater than forty-nine percent (49%), in each case without the City's prior written approval, in the City's sole discretion. Any such consent when obtained shall not operate to relieve the assignor of its obligations arising from this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required for the Developer to transfer its interest in this Agreement to an affiliate, at least 50% of the interest of which affiliate is owned by the Developer; provided that such transfer shall not affect the obligations of Developer hereunder to complete the Cross County Mall Project or otherwise. The Developer agrees to provide written notice of any assignment or transfer under this Section within 30 days thereof. All assignees of the Developer's rights under this Agreement shall expressly assume and be fully bound by the obligations of the Developer hereunder.

## ARTICLE VII

### REMEDIES

**Section 7.01. Default and Remedies.** In the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or to remedy such default or breach. If such cure or remedy is not taken or is not diligently pursued, or if the default or breach is not cured or remedied within 30 days (or such longer period as shall be reasonably required to cure such default, provided that (1) the breaching party has commenced such cure within said 30-day period, and (2) the breaching party diligently prosecutes such cure to completion), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to proceedings to compel specific performance by the defaulting or breaching party. Notwithstanding the foregoing, the Developer hereby acknowledges that its sole and exclusive remedy against the City relative to any default or breach by the City hereunder shall be the remedy of specific performance and in no event shall the City be liable to the Developer for money damages. If either party files suit to enforce this Agreement against the other party, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

## **ARTICLE VIII**

### **FORCE MAJEURE**

#### **Section 8.01. Extension of Time for Performance.**

(a) Notwithstanding anything to the contrary contained herein, all performance dates and periods shall be extended in the event of any “Force Majeure Delay” (hereinafter defined). “Force Majeure Delay” shall mean any delay beyond the control of the party seeking the extension and caused by strikes, lockouts, labor disputes, riots, fires or other casualties, storm damage, floods, acts of God, war or acts of a public enemy, weather conditions, and litigation or other formal legal proceeding challenging the validity of the this Agreement, the Redevelopment Plan, the Business District Plan, the Business District, the Redevelopment Project Area or the Developer’s authority to undertake the Cross County Mall Project. Upon the occurrence of any claimed Force Majeure Delay, the party seeking the extension shall give notice to the other of the occurrence of the event or condition that constitutes Force Majeure hereunder, which notice shall identify the event causing delay, the performance obligations which would likely be affected thereby, and the estimated period of time over which the delay may run. No extension of time shall be provided, regardless of the evidence of any such event or condition, if notice as aforesaid is not given within 30 days following the later of either (1) the occurrence of the event causing the Force Majeure Delay or (2) the date upon which the party claiming the Force Majeure Delay had actual knowledge of the Force Majeure Delay.

(b) No event under (a) shall be deemed to exist as to any matter (1) that could have been avoided by the exercise of due care on the Developer’s part, or (2) initiated or unreasonably sustained by the Developer.

## **ARTICLE IX**

### **COVENANTS AND REPRESENTATIONS**

#### **Section 9.01. Indemnification and Release.**

(a) The Developer agrees that, anything to the contrary herein notwithstanding, it will (at the Developer’s sole cost) defend and hold the City, its employees, agents, and independent contractors and consultants (“City Representatives”) harmless against any and all claims, loss, damages, injury and liability, including attorney’s fees and court costs, however caused (except if due to the gross negligence or willful misconduct of the City or the City Representatives, or the failure of the City to comply with its legal or administrative procedures), resulting from, arising out of, or in any way connected with the approval or adoption of the Redevelopment Plan, the Business District Plan, the Business District, the Redevelopment Project Area or this Agreement, including without limitation any legal action brought challenging all or any of the foregoing, or the exercise by the Developer of any authority granted by this Agreement, the construction of the Cross County Mall Project, the negligence or willful misconduct of the Developer, its employees, agents or independent contractors or consultants, or the condition of

property within the Cross County Mall Project Area.

(b) The City and the Developer agree that Developer shall assume the defense on behalf of Developer and/or the City and City Representatives, and defend vigorously thereafter any litigation challenging the legality of the Redevelopment Plan, the Business District Plan, the Business District, the Redevelopment Project Area, the Cross County Mall Project, or any ordinances connected therewith, in a timely manner with the goal of upholding all the aforementioned and this Agreement, and any related ordinances and agreements and in order to fulfill the goals of the Redevelopment Plan and the Business District Plan, provided that Developer shall only be required to assume such defense to the extent that such challenge would affect the validity of the Cross County Mall Project. The City may intervene in any such litigation but shall cooperate with the attorneys specified by Developer to defend the respective parties. Developer, on behalf of itself and its affiliates and principals, hereby releases the City and City Representatives of any and all liability of any kind or nature in any right, cause of action or claim of any kind or nature, which may now or hereafter exist with respect to any of City's acts or omissions in connection with considering any and all proposals for development respecting all or any part of the Redevelopment Project Area. The indemnifications contained in this Agreement shall survive termination or expiration of this Agreement. Furthermore, neither the City nor the City's Representatives shall be liable to Developer if all or any part of the Act or the above-referenced ordinances is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction.

**Section 9.02. Notice of Challenge to Assessed Valuation.** So long as any Obligations are outstanding, the Developer shall provide (or cause to be provided) written notice to the City prior to taking any action contesting the assessed valuation of any property within the Cross County Mall Project Area. The parties agree that, if such notice is not provided prior to any such action, any action contesting the assessed valuation shall be null and void. The obligations under this section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

**Section 9.03. Maintenance of the Redevelopment Project Area.**

(a) The Developer shall maintain the portions of the Redevelopment Project Area owned by it in compliance with all provisions of the City's municipal code relating to maintenance and appearance during the construction of the Cross County Mall Project or any portion thereof.

(b) Upon substantial completion of the Cross County Mall Project and so long as any Obligations are outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Redevelopment Project Area, shall maintain or cause to be maintained the buildings and improvements within the Redevelopment Project Area which it owns in a good state of repair and condition and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned parcels of real estate within the affected portion(s) of the Redevelopment Project Area during the term of this Agreement, each owner as a successor in interest to the Developer shall maintain or cause to be maintained the

buildings and improvements on its parcel in a good state of repair and condition and in conformity with applicable state and local laws, ordinances and regulations, and shall maintain or cause to be maintained reasonable property and liability insurance with respect to the same in accordance with this Agreement.

**Section 9.04. Representations of the City.** The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) *Due Authority.* The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms except as enforcement may be limited by general principles of equity whether applied by a court of law or equity, including, without limitation: (i) principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies; (ii) principles affording traditional equitable defenses (such as waiver, laches or estoppel) as applied to a party seeking enforcement; or (iii) the requirement of good faith and fair dealing and the application of reasonable commercial standards of conduct in performance and enforcement of agreements on the part of the party seeking enforcement.

(b) *No Defaults or Violation of Law.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) *No Litigation.* To the best of the City's knowledge, no litigation, proceedings or investigations are pending or threatened against the City (i) with respect to the Cross County Mall Project or this Agreement, or (ii) seeking to restrain, enjoin or in any way limit the execution and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) *Governmental or Corporate Consents.* No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery or performance by the City of this Agreement.

(e) *No Default.* No default or event of default in any material effect has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

**Section 9.05. Representations of the Developer.** The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *Due Authority.* The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms except as enforcement may be limited by general principles of equity whether applied by a court of law or equity, including, without limitation: (i) principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies; (ii) principles affording traditional equitable defenses (such as waiver, laches or estoppel) as applied to a party seeking enforcement; or (iii) the requirement of good faith and fair dealing and the application of reasonable commercial standards of conduct in performance and enforcement of agreements on the part of the party seeking enforcement.

(b) *No Defaults or Violation of Law.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) *No Litigation.* No litigation, proceedings or investigations relating to the Cross County Mall Project are pending or, to the knowledge of the Developer, threatened against the Developer. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the execution and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) *Governmental or Corporate Consents.* No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, except for consents that must be secured subsequent to the execution of this Agreement.

(e) *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, the Lease, or any other material

agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

(f) *Compliance with Laws.* The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(g) *Accuracy of Project Data.* The Developer represents that, as of the date hereof, the information in the Redevelopment Proposal is, to the best of the Developer's knowledge, true and accurate in all material respects, and does not omit any information which is necessary to be included in order to make the Redevelopment Proposal not misleading in any material respect as of the date hereof, except the Developer has updated the estimated costs of the Cross County Mall Project as shown on **Exhibit D**.

(h) *Tenant Restrictions.* So long as any Obligations are outstanding, the Developer covenants to lease at least 88% of the lease space in the Cross County Mall to businesses whose primary purpose is the sale of goods or services that are subject to Illinois sales taxes.

(i) *Net Worth.* The Developer shall either (1) maintain a Net Worth of at least \$1,000,000 or (2) provide a guaranty (in form and substance reasonably acceptable to the City's and its counsel) of the Developer's obligations hereunder by an entity having a Net Worth of at least \$1,000,000. For purposes hereof, "Net Worth" shall mean total assets less total liabilities as reported on the financial statements of the Developer (or the guarantor, as the case may be) pursuant to generally accepted accounting principles. Simultaneously with the delivery of this Agreement and annually thereafter prior to the delivery of the Certificate of Substantial Completion, the Developer shall provide to the City financial statements demonstrating compliance with this paragraph. Such financial statements shall either be (1) audited by an independent certified public accounting firm, acceptable to the City, or (2) if audited financial statements are not prepared, then in the same form as are prepared for the Developer's lenders and acceptable to the City. In either case, the financial statements shall be accompanied by a certificate, acceptable to the City, signed by the Developer's (or the guarantor's, as the case may be) chief financial officer to the effect that (A) the financial statements present fairly and accurately the financial position of the Developer (or the guarantor) as of the dates indicated and the results of its operations for the periods specified, (B) such financial reports and statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects to the periods involved and (C) the Developer (or the guarantor) has not, since the close of the period for which the financial statements were prepared, incurred any material liabilities and there has been no material adverse change since such date in the financial position of the Developer (or the guarantor). The Developer agrees to provide immediate written notice to the City if the Developer's (or the guarantor's, if applicable) Net Worth falls below \$1,000,000.

(j) *Occupancy Rate.* The Developer covenants to use its best efforts to maintain at least a 90% occupancy rate of the entire gross lease space of the Cross County Mall.

**Section 9.06. Cooperation in Determining Pledged Revenues.** The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the Pledged Revenues to be paid into the funds and accounts as provided in the applicable Indenture, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

(a) To further assist the City in calculating Business District Tax Revenues, the Developer (or its successor(s) in interest as owner or owner(s) of the Cross County Mall Project Area) shall use all reasonable efforts to:

(i) Cause businesses operating on the Cross County Mall Project Area and required by law to file a Sales Tax Report, to file a separate Sales Tax Report for each separate business operation within the City in order to separately identify and declare all Business District Tax Revenues originating within the Cross County Mall Project Area.

(ii) Cause any business operating in the Cross County Mall Project Area and required by law to file a Sales Tax Report, to designate sales subject to the Sales Tax Acts to be reported as originating from within the Cross County Mall Project Area to the fullest extent permitted by law (including, but not limited to, the inclusion of a clause so providing in any subleases of the Cross County Mall Project Area).

(iii) Cause any retail business operating in the Cross County Mall Project Area and required by law to file a Sales Tax Report, at the time of each filing of an Illinois Department of Revenue form ST-1 or any successor reporting form with the Illinois Department of Revenue, to provide a copy of such form to be filed with the City.

(iv) Cause any retail business operating in the Cross County Mall Project Area and required by law to file a Sales Tax Report, to supply or cause to be supplied the appropriate authorizations to the Illinois Department of Revenue in substantially the form attached hereto as **Exhibit E** to provide such information directly to the City.

(b) The Developer and the City agree to cooperate and to take all additional reasonable actions necessary to ensure accurate calculation and deposits of all Sales Tax Revenues. The City shall arrange with the Illinois Department of Revenue for the systematic receipt of sales tax information for the Cross County Mall Project Area. The City acknowledges and agrees that information to be provided by the owners and lessees hereunder is proprietary and valuable information and that any disclosure or unauthorized use thereof will cause irreparable harm to the owners and lessees, and to the extent

permitted by state or federal law including but not limited to Section 7(l)(g) of the Illinois Freedom of Information Act, the City agrees to hold in confidence all sales figures and other information provided by the State of Illinois, or any owner or lessee of a portion of the Cross County Mall Project Area, or obtained from any such owner's or lessee's records in connection with this Agreement, and in connection therewith, the City shall not copy any such information except as necessary for dissemination to the City's agents or employees as permitted hereinafter. The City shall be permitted to disclose such information (i) to its agents or employees who are reasonably deemed by the City to have a need to know such information for purposes of this Agreement; provided, that such agents and employees shall hold in confidence such information to the extent required of the City hereunder or (ii) to the extent required by order of court or by state or federal law. The confidentiality requirements of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the City, its successors, assigns and legal representatives for a period of five (5) years from the termination, expiration or cancellation of this Agreement. The City shall promptly notify Developer and any affected owner or lessee as to a Freedom of Information Act request and the commencement of any legal action in regard thereto such that Developer and/or any such owner or lessee shall have a meaningful opportunity to object to the release of any such confidential information and to take such action as such owner or lessee deems necessary in order to protect against the release of such confidential information.

**Section 9.07. Definitions.** For the purposes of **Section 9.06** the following terms shall have the following meanings:

(a) "Sales Tax Revenues" shall mean the revenues from any and all retailers occupation taxes, retailers service occupation taxes, retailers use tax, retailers service use tax, lease taxes or taxes paid on rents (other than income taxes), the non-home rule municipal service occupation tax or any other "sales tax" that currently exists or any successor tax, fee or assessment in substitution thereof that may be enacted by the State of Illinois, the City, or any governmental agency or body created under the laws of the State of Illinois and located within the State of Illinois.

(b) "Sales" shall mean all taxable transactions pursuant to the Sales Tax Acts, including sales of qualifying food, drugs, medical appliances, items required to be titled or registered and all other general merchandise from the Cross County Mall Project Area as required to be reported in the Sales Tax Reports.

(c) "Sales Tax Acts" shall mean the Service Occupation Tax Act (35 ILCS 115/), the Retailers' Occupation Tax Act (35 ILCS 120/), the Home Rule Municipal Retailers' Occupation Tax Act (65 ILCS 5/8-11-1), the Non-Home Rule Municipal Retailers' Occupation Tax Act (65 ILCS 5/8-11-1.3), the Non-Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-1.4), the Home Rule Municipal Service Occupation Tax Act and any new or successor statutes or enabling authority authorizing the imposition of taxes on Sales or transactions similar to those subject taxation pursuant to the acts set forth in this sentence.

(d) "Sales Tax Report" shall mean any of forms ST-1, ST-2 and ST-556 and any reports of taxable Sales required to be filed pursuant to the Sales Tax Acts, including any successor or comparable forms promulgated by the Illinois Department of Revenue.

**Section 9.08. Obligation to Report Pledged Revenues.** Any purchaser or transferee of real property located within the Cross County Mall Project Area, and any lessee or other user of real property located within the Cross County Mall Project Area, shall use all reasonable efforts to timely furnish to the City such documentation as is required by **Section 9.06** hereof. So long as any Obligation is Outstanding, such obligation shall be a covenant running with the land, shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement and shall survive termination of this Agreement.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 10.01. Term.** Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect until the earlier to occur of (a) retirement of all Obligations or (b) 23 years after the date of approval of the Business District Plan.

**Section 10.02. Inspection.** The City may conduct such periodic inspections of the Cross County Mall Project as may be generally provided in the City's municipal code. In addition, the Developer shall upon reasonable advance notice allow authorized representatives of the City access to the Cross County Mall Project site from time to time for reasonable inspection of the Cross County Mall Project.

**Section 10.03. Notices.** Any notice, demand or other communication required by this Agreement to be given by one party to another party shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(a) In the case of the Developer, to:

Cross County National Associates, L.P.  
% Regis Property Management, LLC.  
1800 Valley View Lane, Suite 300  
Dallas, Texas 75234

With a copy to:

Regis Property Management  
One Hickory Centre  
1800 Valley View Lane, Suite 200

Dallas, Texas 75234  
Attention: Vice President of Operations

(b) In the case of the City, to:

City of Mattoon  
208 North 19th Street  
Mattoon, Illinois 61938  
Attention: City Administrator

With copies to:

J. Preston Owen, C.P.A., J.D.  
208 North 19th Street  
Mattoon, Illinois 61938

and

Gilmore & Bell, P.C.  
211 North Broadway, Suite 2350  
St. Louis, Missouri 63102  
Attention: Sean M. Flynn

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

**Section 10.04. Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

**Section 10.05. Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

**Section 10.06. Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

**Section 10.07. Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or either of them would not have entered the Agreement without such term or provision, or would not have intended the remainder of the Agreement to be enforced without such term or provision.

**Section 10.08. Representatives Not Personally Liable.** No official agent, employee, representative or consultant of the City or the Developer shall be personally liable to the other in the event of any default or breach by any party under this Agreement or for any amount which may become due to any party or on any obligation under the terms of this Agreement.

**Section 10.09. Mutual Assistance.** The parties agree to take such reasonable actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and temporary easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision absent this Agreement.

[Remainder of Page Intentionally Left Blank.]

**IN WITNESS WHEREOF**, the City and Developer have caused this Agreement to be executed in their respective names and attested as to the date first above written.

(SEAL)

**CITY OF MATTOON, ILLINOIS**

By: \_\_\_\_\_  
Name: David W. Cline  
Title: Mayor

ATTEST:

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

**CROSS COUNTY NATIONAL  
ASSOCIATES, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COLES                    )

On this \_\_\_\_ day of August, 2008, before me appeared, **DAVID W. CLINE**, who being, by me duly sworn did say that he is the Mayor of the **CITY OF MATTOON, ILLINOIS**, a municipal corporation of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council; and acknowledged said instrument to be the free act and deed of said City.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public - State of Illinois

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ of August, 2008, before me appeared \_\_\_\_\_, to me personally known, who being, by me duly sworn, did say that he is the \_\_\_\_\_ of **CROSS COUNTY NATIONAL ASSOCIATES, L.P.**, a \_\_\_\_\_, and that said instrument was signed on behalf of said corporation by authority of its board of directors and acknowledged said instrument to be the free act and deed of said corporation.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My commission expires:

\_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF THE CROSS COUNTY MALL PROJECT AREA

Parcel 1: From the Southwest corner of the Southeast Quarter of Section 18, Township 12 North, Range 8 East' of the Third P.M., measured North 0 degrees 28 minutes East along the North and South center line of said Section 2649.5 feet; thence deflecting 87 degrees 13 minutes to the right a distance of 1606.3 feet for a place of beginning; from the place of beginning deflecting left 87 degrees 19 minutes a distance of 1223 feet to the South right-of-way line of the New York Central Railroad; thence deflecting right 82 degrees 15 minutes along said South right-of-way line 1023.8 feet; thence deflecting right 97 degrees 44 minutes a distance of 1322 feet to the southeast corner of the Northeast Quarter of Section 18, Township 12 North, Range 8 East of the 3rd P.M., thence deflecting right 87 degrees 19 minutes a distance of 1014.7 feet to the place of beginning. Said tract also described as: All that part of the East 1013.9 feet, measured at right angles to the East line, of the Northeast Quarter of Section 18, Township 12 North, Range 8 East of the 3rd P.M., lying South of the South line of the right-of-way of the New York Central Railroad, situated in Coles County, Illinois.

#### TOGETHER WITH

Parcel 2: An easement for roadway purposes fifteen feet wide off the entire East end of a tract of land described. as: That part of the Northeast quarter of said Section 18, which lies south of the South right-of-way line of the Cleveland, Cincinnati, Chicago and St. Louis Railroad Company (now known as the New York Central Railroad), and adjacent to and West of Parcel 1 above.

#### LEASED PARCEL:

parcel 1:  
leasehold estate (as defined in ALTA 13 leasehold policy) created by the instrument herein referred to as the lease dated July 21, 1966, executed by Chicago Title & Trust Company as trustee under trust agreement dated February 28, 1966 known as trust number 48818, lessor, and American National Bank & Trust Company of Chicago as trustee under trust agreement May 1, 1965 and known as trust number 21660, lessee, leasing the premises for a term of years commencing April 1, 1966 and ending March 31, 2003, with 4 options to extend for consecutive periods of 15 years and ending March 31, 2003, as disclosed by short form lease dated July 21, 1966 and recorded July 29, 1966 in book 407 page 586 as document no. 319354; as amended by memorandum of first lease amendment dated September 16, 1968 and recorded June 9, 1969 in book 428 page 498, as document number 337683; by second lease amendment dated June 5, 1969 and recorded June 9, 1969 in book 428 page 506 as document 337684; by third amendment dated April 5, 1970 and recorded May 22, 1970 in book 436 page 158 as document number 343255; leasing and demising the following described premises:  
beginning at the northeast corner of the southeast quarter of section 18, township 12 north, range 8 east of the third principal meridian, thence south 87 degrees 12 minutes 30 seconds west along the north line of said southeast quarter, 100.00 feet to the place of beginning; thence south 00 degrees 08 minutes east parallel to the east line of the said southeast quarter, 128.30 feet, said point being on the north right-of-way line of F.A. Route 17; thence south 65 degrees 38 minutes west along the said north right-of-way line, 205.51 feet; thence along a curve to the right with a radius of 2310.70 feet, to a point located south 73 degrees 58 minutes 34 seconds west, a distance of 667.07 feet from the beginning of said curve; thence north 00 degrees 02 minutes east, a distance of 356.90 feet; thence north 87 degrees 12 minutes 30 seconds east along the north line of the said southeast quarter, 828.90 feet to the place of beginning.

**EXHIBIT B**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

The undersigned, Cross County National Associates, L.P., an Illinois limited partnership (“Developer”), pursuant to that certain Redevelopment Agreement dated as of August \_\_\_\_, 2008, between the City of Mattoon, Illinois (the “City”), and the Developer (the “Agreement”), hereby certifies to the City as follows:

1. As of \_\_\_\_\_, \_\_\_\_\_, the construction of the Cross County Mall Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The Cross County Mall Project has been substantially completed pursuant to the Agreement.
3. The Cross County Mall Project has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).
4. Lien waivers for applicable portions of the Cross County Mall Project in excess of Five Thousand Dollars (\$5,000) have been obtained.
5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence Developer’s satisfaction of all material obligations and covenants with respect to the Cross County Mall Project.
6. The acceptance (below) or the failure of the City to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer’s agreements and covenants to construct the Cross County Mall Project.

Upon such acceptance by the City, the Developer may record this Certificate in the office of the Coles County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CROSS COUNTY NATIONAL  
ASSOCIATES, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**ACCEPTED:**

**CITY OF MATTOON, ILLINOIS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Insert Notary Form(s) and Legal Description)

## EXHIBIT C

### CERTIFICATE OF ELIGIBLE PROJECT COSTS

TO: City of Mattoon  
208 North 19th Street  
Mattoon, Illinois 61938  
Attention: City Administrator

RE: City of Mattoon, Illinois, Cross County Mall Project Area

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of August \_\_, 2008 (the "Agreement") between the City and Cross County National Associates, L.P. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on **Schedule 1** hereto is an Eligible Project Cost under the Agreement.
2. Each item listed on **Schedule 1** was incurred in connection with the construction of the Cross County Mall Project.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund – Cross County Mall Account, the Business District Tax Allocation Fund – Cross County Mall Account or any money derived from any project fund established pursuant to any indenture issuing Obligations, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Cross County Mall Project for which this certificate relates have been issued and are in full force and effect.
6. All work relating to the Cross County Mall Project for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. If any cost item to be paid or reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act or an eligible cost under the Business District Act and the Agreement, the Developer may substitute other Eligible Project Costs for payment hereunder.

8. The Developer has paid for not less than \$500,000 of costs of the Cross County Mall Project.

9. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CROSS COUNTY NATIONAL  
ASSOCIATES, L.P.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

The amount remaining on deposit in the Project Fund relating to Obligations issued by the City to pay costs of the Cross County Mall Project will, after payment of the amounts requested, be sufficient to pay the cost of completing the Cross County Mall Project in accordance with an estimate of cost of work not yet completed, it being understood that no moneys in the Project Fund may be disbursed to pay costs of the Cross County Mall Project unless after such expenditure the remaining moneys remaining in the Project Fund, together with any other funds available and committed by American Realty, Inc, are sufficient to pay such remaining costs of the Cross County Mall Project.

\_\_\_\_\_  
(Architect)

Approved for payment this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

**CITY OF MATTOON, ILLINOIS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT D

### ESTIMATED COSTS OF THE CROSS COUNTY MALL PROJECT

Exterior Remodel	\$1,000,000
Interior Remodel	1,000,000
Landscape & Entry Islands	350,000
HVAC Replacements	250,000
Parking Lot Lighting	200,000
New Pylon Sign	200,000
Detention Pond	75,000
Parking Lot Overlay	500,000
Permits, Design Misc.	200,000
Bond Counsel & Underwriters	<u>150,000</u>
TOTAL	\$3,925,000
Ownership Participation	500,000
Grand Total	<u>\$4,425,000</u>

**EXHIBIT E**

**SALES TAX REPORTING RELEASE FOR THE STATE OF ILLINOIS**

To: \_\_\_\_\_, Manager  
Local Tax Allocation Division  
Illinois Department of Revenue  
101 West Jefferson Street 3-500  
Springfield, IL 62702  
217-785-6518  
217-524-0526 (fax)

**AUTHORIZATION TO RELEASE SALES TAX INFORMATION**

The undersigned is an owner/authorized officer of \_\_\_\_\_ (“Taxpayer”) which is doing business in the retail Business Location known as the Broadway East Business District (the “Business Location”) located at [Project Location] Mattoon, Illinois (the “City”).

In order to induce the development of the Business Location, the City is utilizing certain sales tax revenues to provide a partial reimbursement of project costs to the developer of the Business Location.

Pursuant to Section 11 of the Retailers’ Occupation Tax Act, the undersigned Taxpayer hereby authorizes the Illinois Department of Revenue to disclose to the City at \_\_\_\_\_ and to the [Trustee] at \_\_\_\_\_ the amount of 1% business district sales tax payments made by the Taxpayer beginning with sales made in the month of \_\_\_\_\_, and continuing until the Illinois Department of Revenue is notified to discontinue reporting.

Taxpayer: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IBT#: \_\_\_\_\_

Phone: \_\_\_\_\_

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

City Address: \_\_\_\_\_

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 08/05/08 CDR NO: 2008-899

SUBJECT: Construction Engineering Contract for 9<sup>th</sup> Street Bridge Replacement

SUBMITTAL DATE: 07/31/08

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR  
COUNCIL AGENDA: Alan Gilmore \_\_\_\_\_  
City Administrator Date

EXHIBITS (If applicable): 2008 IDOT Payroll Costs & Direct Costs

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$6,000	BUDGETED: \$5,902	REQUIRED: \$98.00

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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 to sign a contract with The Upchurch Group for engineering services for the reconstruction of the 9<sup>th</sup> Street Bridge.”

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

This is Contract with Upchurch for a temporary Construction Inspection Technician that is needed to help on the construction of 9<sup>th</sup> Street Bridge until a replacement Technician can be hired by the City.

The funding for the project will come from MFT. The attached agreement is a standard IDOT engineering agreement in which IDOT requires for expenditures of MFT Funds.

Municipality Mattoon	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name City of Mattoon
Township Mattoon				Address 208 N. 19 <sup>th</sup> Street
County Coles				City Mattoon
Section 05-00142-00-BR				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name 9<sup>th</sup> Street Route fau7698 Length \_\_\_\_\_ KM( \_\_\_\_\_ Miles)(Structure No. \_\_\_\_\_ )

Termini S. Station 13+00 a pt on CL S. 9th Street to N. Station 15+80 a pt on CL S. 9<sup>th</sup> Street over Kickapoo Creek

#### Description

The work included in this contract consists of engineering inspection during the construction of a new bridge over the Kickapoo Creek on 9<sup>th</sup> Street.

### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the Regional Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k.  Furnish or cause to be furnished
- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
    - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Establishment and setting of lines and grades.
    - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
    - e. Revision of contract drawings to reflect as built conditions.
    - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
  2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
  3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
  4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
  5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
  7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him

- and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b.  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____ N/A
Resident Engineer	_____ N/A
Chief of Party	_____ N/A
Instrument Man	_____ N/A
Rodmen	_____ N/A
Inspectors	_____ see Exhibit
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 9/30/2008. In event the services of the ENGINEER extend beyond 9/30/2008, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
  3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
  4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
- 
-

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

\_\_\_\_\_ of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_,

\_\_\_\_\_ ,

\_\_\_\_\_ Clerk

By \_\_\_\_\_

(Seal)

Title:

Executed by the ENGINEER:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title:

Title:

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

# The Upchurch Group

architects      engineers      surveyors

2008 HOURLY WAGE RATES			
Last Name	First Name	Hourly Rate	Average
<b>Administration</b>			
Hickman	Robert	37.36	
Average Hourly Rate-			37.36
<b>Licensed Architect</b>			
Sneddon	Michael	52.86	
Average Hourly Rate-			52.86
<b>Licensed Engineer</b>			
Dwiggins	Mark	40.06	
Hostetter	Dennis	40.55	
Baker	Andy	24.44	
Gebben	Stanley	27.69	
Fearday	Stanley	25.20	
Faller	Bernard	25.43	
Average Hourly Rate-			30.56
<b>Licensed Surveyor</b>			
Boyd	William	31.23	
Brummer	Herman	20.20	
Ewing	Samuel	27.08	
Hoelscher	Daniel	34.40	
Average Hourly Rate-			28.23
<b>Licensed Structural Engineer</b>			
Silvester	Martin	58.06	
Average Hourly Rate-			39.85
<b>Staff Engineer</b>			
Hanfland	Robert	20.71	
Perez	Luis	24.78	
Average Hourly Rate-			22.75
<b>Senior Technician</b>			
Etnire	Randy	25.62	
Hansen	Rogiann	27.54	
Russell	Stephen	32.53	
Uyeda	Jeanette	21.22	
Wielich	Grace	25.36	
Average Hourly Rate-			26.45
<b>Junior Technician</b>			
Galicia	Almeda	26.32	
Glick	Tony	19.59	
Paap	Sara	16.01	
Average Hourly Rate-			20.64
<b>Clerical</b>			
Adams	Jill	13.00	
Hostetter	Robin	13.00	
Average Hourly Rate-			13.00

ANNUAL SALARY ADJUSTMENTS (RAISES) ARE GIVEN JANUARY 1 OF THE CALENDAR YEAR AND ARE GENERALLY BETWEEN 3% AND 5%.

# The Upchurch Group

architects

engineers

surveyors

## DIRECT COSTS

PTB 146-28

Job No C-96-014-08

### ITEM

### RATE

Per Diem	State Rate
Lodging	State Rate
Vehicles	
Mileage	State travel rate maximum
Daily Rate (owned or leased the same)	\$45/day
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific insurance - required for project	Actual Cost
CADD	\$10.00/Hour
Monuments - Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Renderings & AV equipment/transcriptions( specific to project)	Actual Cost
Recording fees	Actual Cost
Courthouse fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for a project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment - on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Computer	\$60.00/Month
Cell Phones	
Resident Engineer	\$150/monthly phone
Other Phones	\$60.00/Month
2-way radio	Actual Cost