

CITY OF MATTOON, ILLINOIS
CITY COUNCIL AGENDA
Rescheduled Meeting
February 4, 2008

6:30 PM Work Study Caucus Session Discussion

- Pending agenda items;

7:00 PM Business Meeting

Pledge of Allegiance

Roll Call

Council has approved the electronic attendance by members with Ordinance 2008-5248. After a roll call establishing that a quorum is physically present, the presiding officer shall call for a motion that a member may be permitted to attend the meeting electronically after specifying the reason entitling the absent member to attend electronically. The motion must be approved by a vote of a majority of the members present of the City Council.

Motion – Permitting the electronic attendance by _____ due to _____ (a personal illness or disability; or employment purposes or the business of the City of Mattoon; or a family or other emergency.) (Cline)

PUBLIC HEARING: Closure of a portion of North 16th Street at the south end of YMCA property.

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 January 15, 2008

Police Department Annual Report to 2007 and Fire Department Report for the month of January, 2008

Payroll and Bills for the last half of January, 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 Meeting 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 2008-841: Approving the specifications for a guaranteed energy savings contract, and authorizing the request for proposals. (Schilling)

Motion – Adopt Resolution 2008-2730: Amending Resolution 2007-2708 to authorize Alan Gilmore, Preston Owen, Mayor David Cline to execute agreements and amendments for implementation to the Federal Transit Administration projects on behalf of the City. (Cline)

Motion – Approve Council Decision Request 2008-842: Approving the Mayor’s re-appointment of Rich Fanelli and Ken Wooddell for three-year terms expiring 09/01/2010 and Keith Summers for a four-year term to the Tourism Advisory Committee expiring 09/01/2011. (Ervin)

Motion – Approve Council Decision Request 2008-843: Authorizing IDOT to proceed with accepting a bid of \$847,619.16 from A.J. Walker Construction Company for the reconstruction of the 9th Street Bridge. (McKenzie)

Motion – Approve Council Decision Request 2008-844: Approving the application for a \$10,000 wetlands watershed grant from the National Fishing & Wildlife Foundation for planning of a wetland at Lake Paradise, and authorizing the Mayor to sign all documents. (Hall)

Motion – Approve Council Decision Request 2008-845: Authorizing the Council to accept proposals for the 2008 MFT General Street Maintenance Program from: (McKenzie)

**Larry Heuerman for Oil and Chip in the amount of \$73,891.40;
Charleston Stone for Crushed Stone in the amount of \$40,570.50;
Mid Illinois Concrete for PCC Concrete in the amount of \$9,000.00;
Howell Paving for Bit Surface Hot Mix in the amount of \$30,000.00.**

Motion – Approve Council Decision Request 2008-846: Approving the bid specifications, and authorizing a competitive solicitation for water chemicals at the Water Treatment Plant, and authorizing the mayor to sign the documents. (Hall)

Motion – Approve Council Decision Request 2008-847: Approving the FMLA Employer Notice. (Cline)

Motion – Adopt Special Ordinance 2008-1262: Approving the variance for a setback to 1317-1321 Charleston Avenue for the construction of a building. Scott & Brenda Stoltzfus – Petitioners. (Cline)

- Motion – Adopt Special Ordinance 2008-1263: Approving the rezoning of property located at 1704 Walnut Avenue from R-1 (Residential) to C-3 (Service Commercial District). David & Patricia Wallace–Petitioners (Cline)**
- Motion – Approve Council Decision Request 2008-848: Authorizing the employment of Ethan Ervin as a replacement Waste Water Treatment Plant Operator I, effective February 5, 2008. (Hall)**
- Motion – Adopt Resolution 2008-2731: Authorizing the engagement of Gilmore & Bell as bond counsel to provide legal services to the City in connection with the redevelopment of the Cross County Mall and the issuance by the City of obligations secured by tax increment financing revenues and business district revenues. (Cline)**
- Motion – Adopt Resolution 2008-2732: Approving the Technical Assistance Contract with PGAV, and authorizing the Mayor to sign all documents necessary to execute the contract. (Cline)**
- Motion – Adopt Special Ordinance 2008-1264: Approving the final subdivision plat of Mattoon Marketplace. (Cline)**
- Motion – Approve Council Decision Request 2008-849: Authorizing the contribution of \$3,000 to the Illinois Eastern Colleges Small Business Development Center with matching funds from DCEO for client counseling on RLF, TIF, and BD applications. (Cline)**
- Motion – Adopt Ordinance 2008-5249: Amending the Mattoon Municipal Code to update the Ambulance Service provisions. (Ervin)**
- Motion – Adopt Special Ordinance 2008-1265: Approving the closing of 16th Street adjacent to the Mattoon Area Family YMCA. (McKenzie)**

Adjourn

UNAPPROVED MINUTES:

The City of Mattoon, Illinois held a public hearing in the City Hall Caucus Room regarding the close-out on the Justrite CDAP Grant. Mayor David Cline opened the hearing at 6:15 p.m., January 15, 2008 which was attended in person by Commissioner Rick Hall, Commissioner Joe McKenzie, and City staff: City Administrator Alan Gilmore, City Attorney & Treasurer J. Preston Owen, Public Works Director David Wortman, Police Chief David Griffith, and City Clerk Susan J. O'Brien. Mr. Doug McDermand, Executive Director of Coles County Regional Planning & Development Commission, conducted the hearing by briefly reviewing the 2005 CDAP Justrite Grant, improvements, internal and external funding, employment of low-to-moderate income personnel, and took questions from the floor. Administrator Gilmore inquired as to DCEO monitoring with Mr. McDermand answering affirmatively. With no other questions from the floor, Mayor Cline closed the public hearing at 6:20 p.m.

The City Council of the City of Mattoon held a regular meeting in the Council Chambers at City Hall at 7:00 p.m. after the 6:30 p.m. caucus session, where the Council discussed pending agenda items.

Mayor Cline presiding.

Mayor Cline led the Pledge of Allegiance.

The following members of the Council answered roll call in person: Absent Commissioner Randy Ervin, YEA Commissioner Rick Hall, YEA Commissioner Joseph McKenzie, YEA Commissioner David Schilling, YEA Mayor David Cline.

Also in attendance in person were City personnel: City Administrator Alan Gilmore, City Attorney/Treasurer J. Preston Owen, Public Works Director David Wortman, Fire Chief Mike Chism, Police Chief David Griffith, Deputy Police Chief Jeff Branson, Telecommunicator Supervisor Erin Spurgeon, Community Development Coordinator Kyle Gill, Intern Courtney Cooper, and City Clerk Susan J. O'Brien.

Mayor Cline seconded by Commissioner Schilling moved to approve the consent agenda consisting of: minutes of the regular meeting January 2, 2008; fire and police department reports for the month of December, 2007; fire and police department year end reports and payroll and bills for the first half of January, 2008.

Bills and payroll for the first half of January, 2008

<u>General Fund</u>		
Payroll		\$ 272,526.96
Bills		\$ 127,719.49
	Total	\$ 400,246.45
<u>Hotel Tax Fund</u>		
Payroll		\$ 1,570.95
Bills		\$ 112.10
	Total	\$ 1,683.05
<u>Festival Management</u>		
Bills		\$ 1,035.24
	Total	\$ 1,035.24

	<u>Insurance & Tort Judgment</u>		
Bills			\$ 642.50
		Total	\$ 642.50
	<u>Midtown TIF Fund</u>		
Bills			\$ 27.06
		Total	\$ 27.06
	<u>Capital Project Fund</u>		
Bills			\$ 1,402.43
		Total	\$ 1,402.43
	<u>Water Fund</u>		
Payroll			\$ 27,148.17
Bills			\$ 48,542.27
		Total	\$ 75,690.44
	<u>Sewer Fund</u>		
Payroll			\$ 24,178.54
Bills			\$ 409,625.46
			\$ 433,804.00
		Total	
	<u>Cemetery Fund</u>		
Payroll			\$ 3,167.79
Bills			\$ 176.31
		Total	\$ 3,344.10
	<u>Health Insurance</u>		
Bills			\$ 43,341.73
		Total	\$ 43,341.73
	<u>Motor Fuel Tax Fund</u>		
Bills			\$ 69.82
		Total	\$ 69.82

Mayor Cline opened the floor for questions. No questions.

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

Mayor Cline opened the floor for public presentation, petitions and communications.

A public presentation by Mattoon Middle School Reading Group was introduced by Mrs. Dalena Hall, Committee Member, and Mrs. Anita Trame of the Mattoon Middle School. Representatives Miss Mikayla Grant, Miss Alyssa Miller, Mr. James Claxon, and photographer Miss Kortni Sanders of the Student Reading Committee presented their "Ready to Read Across Mattoon" Reading Program and challenged Mattoon to read their selection: Shakespeare's Secret by Elise Broach.

Clerk O'Brien read the following resolution from the City of Marshall, Illinois:

RESOLUTION NO. 2007-R-11
RESOLUTION CONGRATULATING THE CITY OF MATTOON, ILLINOIS IN
THEIR BEING SELECTED AS THE SITE FOR FUTUREGEN

WHEREAS, the City of Mattoon, Illinois, along with twelve other communities from seven states, submitted a proposal to the U.S. Department of Energy and the FutureGen Alliance, to attract the siting of a first-of-a-kind coal-fired, near zero emission power plant to their community, and

WHEREAS, the City of Mattoon, Illinois, in joint effort with Coles Together, Coles County, Illinois, and the State of Illinois Department of Commerce and Economic Opportunity, successfully submitted a proposal that scored high on the scientific criteria and therefore resulted in the City of Mattoon, Illinois proposal to be named in the final four sites selected, and

WHEREAS, the City of Mattoon, Illinois, and all named and unnamed agencies, organizations, and individuals have proven the value of joint cooperation among diverse interested parties in local economic development efforts, and

WHEREAS, the City of Mattoon, Illinois, and all named and unnamed agencies, organizations, and individuals have shown and proven the value of East Central Illinois to all potential developers seeking a location for a successful and profitable business or industry.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, ILLINOIS:

The City of Mattoon, Illinois, being named as the final site selected for FutureGen, is hereby congratulated in their economic development efforts, and by example of their professionalism, dedication, and plain hard work, their efforts should become a standard all communities might strive to match in the future.

PASSED December 26, 2007

APPROVED:

/s/Kenneth R. Smith
MAYOR

ATTEST:

/s/ RICHARD SMITLEY
CITY CLERK

(SEAL)

There was no other public discussion.

Mayor Cline seconded by Commissioner McKenzie moved to approve Council Decision Request 2008-833, approving the re-appointments of Tom LeVeck, Carl Lebovitz, Tom Hawk, and Robert McClean; and approving the appointments of Justin Grady and Bruce Karmazin to the Arts Council for two-year terms expiring September 30, 2009.

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

Mayor Cline declared the motion carried by the following vote: Absent 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 2008-834, awarding highest bids for three surplus police cars for the total amount of \$853.00 to Brandon Saunders (\$200.00) and to Richard Heurman (\$127.00 and \$526.00).

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

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

Commissioner Hall seconded by Commissioner Schilling moved to approve Council Decision Request 2008-835, authorizing the Mayor to sign a repair contract in the amount of \$4,969.00 with Industrial Services to complete repairs by furnishing and installing the after-cooler to the generator at the Water Treatment Plant.

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

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

Mayor Cline seconded by Commissioner Hall moved to approve Council Decision Request 2008-836, approving the elimination of the position Director of Telecommunications in the Mattoon Police Department, creating the position of Support Services Coordinator, and appointing employee Erin Spurgeon to said position at her current wage rate effective January 16, 2008.

Mayor Cline opened the floor for questions or comments. Mr. Herb Meeker of the Mattoon Journal Gazette inquired whether the telecommunicators would be eliminated from the Mattoon location. Police Chief Griffith responded negatively and added the deputy chiefs would assume the supervisory role.

Mayor Cline declared the motion carried by the following vote: Absent 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 2008-837, approving the Mayor's re-appointment of Liana Hite and appointment of Barbra Wylie to the Mattoon Public Library Board with terms expiring June 30, 2010 and June 30, 2008 respectively.

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

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

Commissioner Schilling seconded by Commissioner McKenzie moved to approve Council Decision Request 2008-838, approving \$19,500 in grants by the Tourism Advisory Committee from hotel/motel tax funds to:

\$5,000 grant to Coffrin's ATA Black Belt Academy for the hosting of the ATA Regional Tournament April 26, 2008.

\$1,500 grant to Eastern Illinois Track and Field Program for the hosting of the NJCAA Indoor Track and Field Championships March 6-8, 2008.

\$13,000 grant to Mattoon Beach Multi-Sports Triathlons for the hosting of the following events:

05/10/08 Mayhem Sprint Duathlon and Triathlon

07/05/08 Mattoon Beach 1/8 and 1/4 Iron Distance Triathlon

08/03/08 Mattoon Man Olympic Distance Triathlon & Duathlon

08/16/08 Lytle Park Sprint Triathlon

09/06/08 The Great Illini Half and Full Distance Triathlon

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

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

Mayor Cline seconded by Commissioner Schilling moved to adopt Special Ordinance 2008-1260, approving the subdivision plat of Lakeland Development, Phase 2, City of Mattoon, Coles County, Illinois. Reggie Phillips – Petitioner

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2008-1260

AN ORDINANCE APPROVING THE SUBDIVISION PLAT OF THE LAKELAND DEVELOPMENT, PHASE 2

WHEREAS, Reginald and Martha Phillips as owners of the following described property:

A tract of land being part of the Southeast 1/4, Sec. 2, T11N, R7E, 3rd P.M., Paradise Township, Coles County, Illinois:

Beginning at the Southwest Corner of Lot 11 of Lakeland Development Phase 1 (recorded in plat book 5 page 165 in the Coles County Recorder's Office), thence South 89 degrees 39 minutes 03 seconds West, 75.00 feet to an iron pin

with #3378 cap; thence North 0 degrees 20 minutes 57 seconds West, 249.00 feet; thence North 89 degrees 39 minutes 03 seconds East, 75.00 feet to an point on the extended west line of Lakeland Development Phase 1 marked by an iron pin with #3378 cap; thence South 0 degrees 20 minutes 57 seconds East along the said west line, 249.00 feet to the point of beginning, containing .0429 acres, more or less, all situated in Paradise Township, Coles County, Illinois

has caused said premises to be surveyed and subdivided into a lot and a street as shown on the plat submitted to the City Council for approval in accordance with the Statute of the State of Illinois in such made and provided; and

WHEREAS, said plat of the subdivision to be known as Lakeland Development Phase 2, City of Mattoon, Coles County , Illinois has been submitted to the City Council of the City of Mattoon for approval in the manner as by law required, which plat is attached hereto as Exhibit “A” and made a part hereof by reference thereto; and

WHEREAS, it appears from an examination of said plat that the same is in due form as required by law and complies with all rules, regulations, and requirements relative to subdivisions in the City of Mattoon, Illinois, and that by said plat should be approved; and

WHEREAS, the Planning Commission of the City of Mattoon, Coles County, Illinois, has recommended that said plat be approved.

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

Section 1. Pursuant to enabling authority, that the plat, of **Lakeland Development Phase 2**, to the City of Mattoon, Coles County, Illinois, be hereby approved and that a certificate of such approval be endorsed upon said plat signed by the Mayor and the City Clerk in the manner as provided by law.

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

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

Section 4. The City Clerk shall make and file a duly certified copy of this ordinance with the Clerk and Recorder’s Office of Coles County, Illinois.

Upon motion by Mayor Cline, seconded by Commissioner Schilling, adopted this 15th day of January, 2008, by a roll call vote, as follows:

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

Approved this 15th day of January, 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

Recorded in the Municipality's Records on January 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: Absent Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Mayor Cline seconded by Commissioner Hall moved to adopt Special Ordinance 2008-1261, authorizing the Mayor to sign an outright grant agreement by and between the City of Mattoon and Robert Walker dba D & R Walker Brothers, L.L.C. reimbursing up to \$8,000 annually from Mid-town TIF Revenues over a ten-year period for facade restoration and structural repairs to the building located at 1522-1524 Broadway Avenue.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2008-1261

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN
THE CITY OF MATTOON, ILLINOIS AND ROBERT WALKER IN
CONNECTION WITH THE MATTOON MID-TOWN REDEVELOPMENT
PROJECT AREA**

WHEREAS, ROBERT WALKER (the "**Grantee**"), has submitted a proposal to the City of Mattoon, Illinois (the "**Municipality**") for redevelopment of a part of the Municipality's Mattoon Mid-town Redevelopment Project Area (the "**Redevelopment Project Area**"); and, thereafter, the Municipality and the Grantee have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, the "**Grant Agreement**") concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

Section 1. The Grant Agreement, in substantially the form thereof presented before the meeting of the City Council at which this ordinance is adopted, shall be and is hereby ratified, confirmed and approved, and the Mayor and City Clerk are authorized to execute and deliver the Grant Agreement for and on behalf of the Municipality; and upon the execution thereof by the Municipality and the Grantee, the appropriate officers, agents, attorneys and employees of the Municipality are authorized to take all supplemental actions, including the execution and delivery of related supplemental opinions, certificates, agreements and instruments not inconsistent with the Grant Agreement, desirable or necessary to implement and otherwise give full effect to the Grant Agreement. Upon full

execution thereof, the Grant Agreement shall be attached to this ordinance as EXHIBIT "A".

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

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

Upon motion by Mayor Cline, seconded by Commissioner Hall, adopted this 15th day of January, 2008, by a roll call vote, as follows:

AYES (Names): Commissioner Hall, Commissioner McKenzie,
Commissioner Schilling, Mayor Cline

NAYS (Names): None

ABSENT (Names): Commissioner Ervin

Approved this 15th day of January, 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

Recorded in the Municipality's Records on January 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: Absent Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Commissioner Schilling seconded by Commissioner McKenzie moved to adopt Resolution 2008-2729, authorizing the Mayor to approve lump sum payments to Coles Together for a special research and development project.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2008-2729

**A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE LUMP SUM
PAYMENTS TO COLES TOGETHER FOR A SPECIAL RESEARCH
AND DEVELOPMENT PROJECT CONDUCTED BY COLES TOGETHER**

WHEREAS, the City of Mattoon, Illinois is committed to expanding its retail business sector, and

WHEREAS, the City of Mattoon is a long standing member of Coles Together, an organization formed to create a county wide economic development entity for Coles County and its member communities, and

WHEREAS, Coles Together is willing to complete the research and development studies pertinent to expanding the City of Mattoon's retail sector, and

WHEREAS, the cost of this research and studies will be Forty-Two Thousand Five Hundred and no/100 Dollars (\$42,500.00); and

WHEREAS, the economic development activities of Coles Together are supported in part by contributions from its member communities, and

WHEREAS, the City of Mattoon has budgeted the amounts necessary to pay for this project in this fiscal year.

NOW THEREFORE BE IS RESOLVED, that the Mayor of the City of Mattoon or his designee will disperse payments to Coles Together upon the receipt from Coles Together of an invoice showing the work it has completed or it has caused to be completed by third parties.

Upon motion by Commissioner Schilling, seconded by Commissioner McKenzie, adopted this 15th day of January 2008, by a roll call vote, as follows:

AYES (Names): Commissioner Hall, Commissioner McKenzie,
Commissioner Schilling, Mayor Cline

NAYS (Names): None

ABSENT (Names): Commissioner Ervin

Approved this 15th day of January, 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

Recorded in the Municipality's Records on January 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: Absent 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 2008-839, approving the job description of City Planner, and authorizing

the advertisement of the position.

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

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

Mayor Cline seconded by Commissioner Hall moved to adopt Ordinance 2008-5248, adopting the definition of a meeting and adopting procedures for electronic attendance at meetings.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2008-5248

AN ORDINANCE DEFINING MEETING AND ADOPTING PROCEDURES FOR ELECTRONIC ATTENDANCE AT MEETINGS

WHEREAS, on January 1, 2007, Public Act 94-1058, amending the Open Meetings Act, takes effect and amends the definition of a “meeting” to mean “Any gathering, whether in person or by video or audio conference, telephone call, electronic means (such as, without limitation, electronic mail, electronic chat and instant messaging), or other means of contemporaneous interactive communication, of a majority of a quorum of the members of a public body held for the purpose of discussing public business,” and it permits attendance of members of the public body at public meetings by a means other than physical presence;

WHEREAS, to permit attendance by a means other than physical presence, the City of Mattoon must adopt rules that conform to the requirements and restrictions of the Open Meetings Act, 5 ILCS 120/7;

WHEREAS, the corporate authorities of the City of Mattoon desire to permit attendance of members of the public body by means other than physical presence in compliance with the Open Meetings Act;

WHEREAS, the corporate authorities of the City of Mattoon find that it is necessary that any existing ordinances, resolutions or policies be amended to conform with the term “meeting” to include electronic gatherings as defined in Section 120/1.02 of the Open Meetings Act.

NOW, THEREFORE, BE IT ORDAINED by the City of Mattoon, Illinois as follows:

Section 1. Recitals. The preliminary paragraphs set forth above are incorporated herein as part of this Ordinance.

Section 2. Electronic Attendance at Meetings Rules. The City of Mattoon hereby adopts the Electronic Attendance at Meetings Rules, attached hereto, that permits a

member of the public body to attend any meeting of a public body as defined in the Open Meetings Act via electronic means.

Section 3. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

Section 4. Severability. In the event that any section, clause, provision, or part of this Ordinance/Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Upon motion by Mayor Cline, seconded by Commissioner Hall adopted this 15th day of January, 2008, by a roll call vote, as follows:

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

Approved this 15th day of January, 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

Mayor Cline opened the floor for questions or comments. Mr. Meeker inquired as to the accessibility of the councilmember to the meeting and public attending the meeting. Mayor Cline responded with the council packet online and the public could address the council member through an intercom system over the telephone.

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

Mayor Cline seconded by Commissioner McKenzie moved to recess to closed session at 7:22 p.m. pursuant to the Illinois Open Meetings Act for the purpose of considering the price for sale or lease of property (5 ILCS 120(2)(c)(6)); the purchase or lease of real property (5 ILCS 120(2)(c)(5)); the employment, performance or dismissal of employees of the municipality (5 ILCS 120(2)(c)(1)); and discussion of minutes of meeting lawfully closed for purposes of the semi-annual review as mandated by Section 2.06 (5 ILCS 120(2)(c)(21)).

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

Council reconvened at 8:31 p.m.

Commissioner Schilling seconded by Commissioner McKenzie moved to approve Council Decision Request 2008-840, approving the release of all Executive Session minutes from May 3, 1991 through December 31, 2007, except for May 3, 16, 23, 1991; May 19, 1992; August 8, 2002; March 21, 2006; April 4, 2006; September 5, 2006; November 7, 2006; December 5, 19, 2006; January 16, 2007; March 20, 2007; May 15, 2007; September 18, 2007; October 2, 2007; and November 6, 2007; and to approve the destruction of Executive Session verbatim records that have been approved for release in written form as follows: March 2, 16, 2004; July 7, 2004; August 3, 17, 2004; September 7, 2004; April 5, 19, 2005; June 7, 2005; August 2, 2005; October 4, 2005; and June 6, 20, 2006.

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

Commissioner Schilling seconded by Mayor Cline moved to adjourned at 8:32 p.m.

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

/s/ Susan J. O'Brien
City Clerk

MATTOON POLICE DEPARTMENT

ANNUAL REPORT

2007

MAJOR CRIMES ARE BROKEN DOWN AS FOLLOWS:

Homicide/Murder	1
Criminal Sexual Assault/Abuse	11
Robbery (includes armed)	0
Aggravated Assault/Battery	65
Burglary (includes residential)	138
Theft & Burglary/Theft From Motor Vehicle	329
Motor Vehicle Theft	36
Motor Vehicles Recovered	24
Arson	4
Hit And Run	135

OTHER ACTIVITIES FOR THE YEAR AS FOLLOWS:

Calls	35,095
Arrests On City Complaints (31 Illegal Parking; 165 Other)	196
Fines Assessed On City Complaints (Does Not Include Parking Fines)	\$18,589.00
Arrests On State Complaints	877
Arrests (Released Pending Investigation - No Charge)	69
Total Arrests: City, State, And Investigations	1,142
Uniform Traffic Tickets Issued	1,735
Total Collected On Uniform Traffic Tickets, DUI Fines, Drug Fines, Police Vehicle Fund	\$123,184.53
Illegal Parking Tickets Issued	33
Total Collected On Illegal Parking Tickets	\$400.00
Total Number Of Illegal Parking Tickets Paid	31
Revenue From Photostat Machine	\$2,892.90
Revenue From Bond Fees	\$3,760.00
Revenue From Sex Offender Registration	\$80.00
Total Revenue: Assessed And Collected	\$148,906.43
Auto Accidents Reported (521 State Reports; 181 Private Property Reports)	702
Total Number Of Persons Injured	137
Total Number Of Persons Killed	1
Total Miles Driven By 24 Squad Cars	328,016
Gallons Of Gasoline Purchased For Cars	27,333.90
Cost Of Repairs And Maintenance For Cars	\$15,844.64
Cost Of Meals For Prisoners	\$123.22

Mattoon Fire Department

Incident Type Report (Summary)

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

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.55%	\$0	0.00%
111 Building fire	1	0.55%	\$65,000	97.37%
1110 Fire in structure, structure not involved	1	0.55%	\$250	0.37%
113 Cooking fire, confined to container	3	1.64%	\$0	0.00%
114 Chimney or flue fire, confined to chimney or flue	1	0.55%	\$0	0.00%
131 Passenger vehicle fire	1	0.55%	\$1,500	2.24%
	8	4.37%	\$66,750	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
211 Overpressure rupture of steam pipe or pipeline	1	0.55%	\$0	0.00%
251 Excessive heat, scorch burns with no ignition	1	0.55%	\$0	0.00%
	2	1.09%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	10	5.46%	\$0	0.00%
311 Medical assist, assist EMS crew	85	46.45%	\$0	0.00%
3110 Assist EMS crew, other	11	6.01%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	25	13.66%	\$0	0.00%
322 Motor vehicle accident with injuries	2	1.09%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	1.09%	\$0	0.00%
350 Extrication, rescue, Other	3	1.64%	\$0	0.00%
352 Extrication of victim(s) from vehicle	3	1.64%	\$0	0.00%
	141	77.05%	\$0	0.00%
4 Hazardous Condition (No Fire)				
424 Carbon monoxide incident	1	0.55%	\$0	0.00%
463 Vehicle accident, general cleanup	1	0.55%	\$0	0.00%
	2	1.09%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.55%	\$0	0.00%
510 Person in distress, Other	1	0.55%	\$0	0.00%
5310 Smoke or odor investigation, no problem found	5	2.73%	\$0	0.00%
5311 Smoke or odor investigation	3	1.64%	\$0	0.00%
	10	5.46%	\$0	0.00%

Mattoon Fire Department

Incident Type Report (Summary)

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

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
600 Good intent call, Other	1	0.55%	\$0	0.00%
6002 Smoke from fireplace mistaken for structure fire	1	0.55%	\$0	0.00%
622 No Incident found on arrival at dispatch address	1	0.55%	\$0	0.00%
	<u>3</u>	<u>1.64%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	2	1.09%	\$0	0.00%
731 Sprinkler activation due to malfunction	1	0.55%	\$0	0.00%
735 Alarm system sounded due to malfunction	5	2.73%	\$0	0.00%
736 CO detector activation due to malfunction	2	1.09%	\$0	0.00%
740 Unintentional transmission of alarm, Human error	1	0.55%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	0.55%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	5	2.73%	\$0	0.00%
	<u>17</u>	<u>9.29%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 183

Total Est Loss:

\$66,750

BILLS & PAYROLL:

CITY OF MATTOON
1/25/08 PAYROLL
1/5/08-1/18/08

	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	4,889.94
	110 5120-113	OVERTIME	34.31
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEES	3,949.23
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEES	1,139.74
LEGAL SERVICES	110 5160-111	SALARIES OF REG EMPLOYEES	2,241.89
	110 5160-114	COMPENSATED ABSENCES	109.27
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEES	3,699.10
PLANNING & ZONING	110 5180-111	SALARIES OF REG EMPLOYEES	1,605.27
	110 5180-114	COMPENSATED ABSENCES	99.73
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEES	11,995.27
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEES	7,839.02
	110 5212-113	OVERTIME	1,047.38
PATROL	110 5213-111	SALARIES OF REG EMPLOYEES	64,125.75
	110 5213-113	OVERTIME	898.05
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEES	2,040.43
POLICE RECORDS	110 5216-111	SALARIES OF REG EMPLOYEES	4,085.56
TRAFFIC CONTROL	110 5220-111	SALARIES OF REG EMPLOYEES	375
COMMUNICATION SERVICES	110 5222-111	SALARIES OF REG EMPLOYEES	8,052.60
	110 5222-113	OVERTIME	60.3
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEES	1,878.16
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEES	76,211.17
	110 5241-113	OVERTIME	913.98
	110 5241-114	COMPENSATED ABSENCES	3,484.05
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEES	3,337.27
	110 5261-114	COMPENSATED ABSENCES	99.74
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEES	4,402.76
	110 5310-113	OVERTIME	22.97
	110 5310-114	COMPENSATED ABSENCES	195.92
STREETS	110 5320-111	SALARIES OF REG EMPLOYEES	14,960.72
	110 5320-113	OVERTIME	325.75
	110 5320-114	COMPENSATED ABSENCES	2,401.72
YARD WASTE COLLECTION	110 5335-111	SALARIES OF REG EMPLOYEES	8,266.28
	110 5335-113	OVERTIME	103.85
CONSTRUCTION INSPECTION	110 5370-111	SALARIES OF REG EMPLOYEES	2,926.00
	110 5370-112	SALARIES OF TEMP. EMPLOYEES	840
	110 5370-114	COMPENSATED ABSENCES	317.25
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEES	2,229.63
	110 5381-114	COMPENSATED ABSENCES	134.85
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEES	4,317.58
	110 5390-113	OVERTIME	137.78
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEES	6,925.24
	110 5511-113	OVERTIME	923.37
LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEES	1,896.31
	110 5512-112	SALARIES OF TEMP EMPLOYEES	519.75
		*** FUND 110 TOTALS ***	257,536.85

CITY OF MATTOON
 1/25/08 PAYROLL
 1/5/08-1/18/08

HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	1,570.95
		*** FUND 122 TOTALS ***	1,570.95
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	11,626.77
	211 5353-113	OVERTIME	231.36
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	6,767.83
	211 5354-113	OVERTIME	116.43
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	3,453.88
	211 5355-113	OVERTIME	19.43
	211 5355-114	COMPENSATED ABSENCES	107
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	3,684.24
	211 5356-113	OVERTIME	22.28
	211 5356-114	COMPENSATED ABSENCES	322.73
		*** FUND 211 TOTALS ***	26,351.95
SANITARY SWR MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	9,568.14
	212 5342-113	OVERTIME	100.56
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	10,542.20
	212 5344-113	OVERTIME	79.95
	212 5344-114	COMPENSATED ABSENCES	158.38
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	3,453.89
	212 5345-113	OVERTIME	19.43
	212 5345-114	COMPENSATED ABSENCES	107.01
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	3,684.24
	212 5346-113	OVERTIME	22.28
	212 5346-114	COMPENSATED ABSENCES	322.72
		*** FUND 212 TOTALS ***	28,058.80
MAINTENANCE & OPERATIONS	213 5361-111	SALARIES OF REG EMPLOYEES	2,653.26
	213 5361-112	SALARIES OF TEMP EMPLOYEES	680
	213 5361-113	OVERTIME	34.31
		*** FUND 213 TOTALS ***	3,367.57
		*** GRAND TOTALS ***	316,886.12

CITY OF MATTOON
1/25/08 PAYROLL
1/5/08-1/18/08

*** PAY CODE TOTALS ***

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REG REGULAR PAY	31	2,335.00	46,352.90
SAL SALARY PAY	74	12,234.22	256,238.58
HOL HOLIDAY PAY-REG	30	107.72	2,134.99
SICK SICK PAY-AFSCME	2	42	843.06
SHFP SHIFT PAY	6	320	224
FUV VACATION PAY	1	48	894.69
FUS SICK-FD UNION	2	34.5	684.35
OT OVERTIME PAY	24	156.75	4,904.93
CTP COMP PAID	0	35	722.4
VAC VACATION PAY	4	124	2,513.36
SHFT SHIFT PAY	1	420	252
SKNU SICK-NON UNION	5	45	845.02
CTE COMP EARNED	0	15	0
SOTP STRAIGHT OT POLICE	0	8	208.84
BURL BURIAL PAY	1	1	67

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 110 CITY COUNCIL

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002800	CHAMBER OF COMMERCE	I-200801174026	110 5110-572	COMM PROMOTIO:	ANNUAL DINNER RESERV	092295	910.00
01-023800	CONSOLIDATED COMMUNICA	I-200801294140	110 5110-532	TELEPHONE	: 234-4633	092265	134.91
01-043522	STAPLES CREDIT PLAN	I-27470	110 5110-319	MISCELLANEOUS:	OFFICE SUPPLIES	092270	72.98
DEPARTMENT 110 CITY COUNCIL						TOTAL:	1,117.89
01-021348	CENTRAL IL NEWSPAPER	I-20125566	110 5120-519	OTHER PROFESS:	NOTICE 2007 TAX LEVY	092294	427.60
01-023800	CONSOLIDATED COMMUNICA	I-200801294141	110 5120-532	TELEPHONE	: 235-5654	092265	220.28
01-024075	IL DEPT OF PUBLIC HEAL	I-200801314195	110 5120-801	VITAL RECORDS:	JANUARY 08 VR FEES	092328	446.00
01-024800	IL MUNICIPAL LEAGUE	I-1857	110 5120-540	ADVERTISING	: CITY PLANNER ADVERTI	092330	20.00
DEPARTMENT 120 CITY CLERK						TOTAL:	1,113.88
01-000720	CARDMEMBER SERVICE	I-0562	110 5130-562	TRAVEL & TRAI:	LODGING 1/3/08	092262	121.90
01-000720	CARDMEMBER SERVICE	I-0778	110 5130-562	TRAVEL & TRAI:	LODGING 1/3/08	092262	137.90
01-000720	CARDMEMBER SERVICE	I-4709	110 5130-562	TRAVEL & TRAI:	MEETING 12/11/07	092262	47.20
01-001155	ALAN GILMORE	I-200801304192	110 5130-562	TRAVEL & TRAI:	MILEAGE 1/29/08	092319	39.09
DEPARTMENT 130 CITY ADMINISTRATOR						TOTAL:	346.09
01-023800	CONSOLIDATED COMMUNICA	I-200801294141	110 5150-532	TELEPHONE	: 235-5654	092265	93.25
01-035670	MOORE WALLACE	I-807651733	110 5150-311	OFFICE SUPPLI:	CHECK STOCK	092354	528.32
DEPARTMENT 150 FINANCIAL ADMINISTRATION						TOTAL:	621.57
01-000720	CARDMEMBER SERVICE	I-2421	110 5160-562	TRAVEL & TRAI:	MEETING 1/10/08	092262	99.00
01-009075	CUSD #2 TRANSPORTATION	I-287	110 5160-319	MISC. SUPPLIE:	FUEL 12-1/31 LEGAL/F	092307	30.98
DEPARTMENT 160 LEGAL SERVICES						TOTAL:	129.98
01-000712	MICROSOFT TECHNET	I-200801304170	110 5170-571	DUES & MEMBER:	TECHNET SUBSCRIPTION	092351	249.00
01-000720	CARDMEMBER SERVICE	I-6807	110 5170-325	SOFTWARE	: WEBSITE TEMPLATE SOF	092263	102.17

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 170 COMPUTER INFO SYSTEMS

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001926	INTERACTIVE STUDY SYST	I-1736	110 5170-562	TRAVEL & TRAI:	TECHNOLOGY TRAINING	092274	2,189.90
01-023800	CONSOLIDATED COMMUNICA	I-200801184078	110 5170-854	WIDE AREA NET:	101-1036	092179	88.08
01-023800	CONSOLIDATED COMMUNICA	I-200801184079	110 5170-854	WIDE AREA NET:	101-1558	092179	88.08
DEPARTMENT 170 COMPUTER INFO SYSTEMS						TOTAL:	2,717.23
01-005600	CATER-VEND	I-202876	110 5211-579	MISC OTHER PU:	COFFE, CREAM, SUGAR	092293	162.67
01-030056	LAKE LAND FLORALS	I-200801184099	110 5211-579	MISC OTHER PU:	BROWN PLANTER	092337	40.00
01-038300	PERRY'S LOCKSMITH	I-45790	110 5211-319	MISCELLANEOUS:	KEYS	092363	18.55
01-038400	PITNEY BOWES INC	I-324410	110 5211-531	POSTAGE	: INK CARTRIDGE	092364	79.48
01-038700	POLICE PENSION FUND	I-200801184074	110 5211-232	POLICE PENSIO:	DIST OF PROPERTY TAX	092190	63,083.76
01-046715	WAVE GRAPHICS	I-17719	110 5211-550	PRINTING & BI:	ENVELOPES	092385	64.20
DEPARTMENT 211 POLICE ADMINISTRATION						TOTAL:	63,448.66
01-002958	BATTERY SPECIALISTS	I-67022	110 5212-319	MISCELLANEOUS:	FLASHLIGHT BATTERY	092286	28.95
01-043522	STAPLES CREDIT PLAN	I-78357	110 5212-319	MISCELLANEOUS:	OFFICE SUPPLIES	092271	254.95
01-044325	TERMINIX	I-200801304187	110 5212-319	MISCELLANEOUS:	MOVING BOXES	092378	51.00
DEPARTMENT 212 CRIMINAL INVESTIGATION						TOTAL:	334.90
01-030021	L & S SAFETY	I-2008-0101	110 5213-319	MISCELLANEOUS:	GLOVES	092334	139.90
01-037800	RAY O'HERRON CO	I-200801184098	110 5213-319	MISCELLANEOUS:	BADGES, MAG COUPLER	092368	168.44
01-046600	WARNER'S OFFICE EQUIPM	I-0-51900	110 5213-319	MISCELLANEOUS:	KEYBOARD DRAWER	092383	89.95
DEPARTMENT 213 PATROL						TOTAL:	398.29
01-002957	RONALD BATEMAN	I-200801244108	110 5214-579	MISC OTHER PU:	MEALS 2-25/29	092285	147.50
DEPARTMENT 214 K-9 SERVICE						TOTAL:	147.50

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 221 POLICE TRAINING

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000777	ERIN SPURGEON	I-200801304185	110 5221-562	TRAVEL & TRAI:	MEALS 2/19-22	092376	88.50
01-000952	HYATT LODGE	I-200801304184	110 5221-562	TRAVEL & TRAI:	LODGING 2/20-22	092327	261.60
01-001918	MONICA YOUNG	I-200801184095	110 5221-562	TRAVEL & TRAI:	MEALS 1/7-9	092199	19.50
01-003424	JEFFREY BRANSON	I-200801294139	110 5221-562	TRAVEL & TRAI:	TRAVEL 1-21/22	092261	29.50
01-028498	BRIAN JOHANPETER	I-200801184093	110 5221-562	TRAVEL & TRAI:	TRAVEL 1/14/08-15	092188	46.50
01-039221	PRECISION CARTRIDGE IN	I-3799	110 5221-316	TOOLS & EQUIP:	AMMO	092365	2,051.80
01-045198	UNIVERSITY OF IL-GAR 1	I-UPIN3096	110 5221-562	TRAVEL & TRAI:	BASIC LAW ENFORCEMEN	092379	4,145.94
01-045198	UNIVERSITY OF IL-GAR 1	I-UPIN3122	110 5221-562	TRAVEL & TRAI:	POLICE SPANISH 11/6/	092379	70.00
DEPARTMENT 221 POLICE TRAINING						TOTAL:	6,713.34
01-001620	VERIZON WIRELESS	I-1808681514	110 5222-533	CELLULAR PHON:	MOBILES	092381	730.14
01-040358	ROY WALKER COMM. INC.	I-17570	110 5222-535	RADIOS	: BATTERY IMPRESS	092370	374.00
01-040358	ROY WALKER COMM. INC.	I-17577	110 5222-319	MISCELLANEOUS:	RUBBER EARTIPS	092370	20.00
DEPARTMENT 222 COMMUNICATION SERVICES						TOTAL:	1,124.14
01-001875	PATRIOT ENTERPRISES US	I-2814	110 5223-316	TOOL & EQUIPM:	HYDRAULIC CYLINDER T	092360	75.00
01-009075	CUSD #2 TRANSPORTATION	I-291	110 5223-326	FUEL	: FUEL 12-1/31 POLICE	092307	5,679.60
01-013900	D-R AUTO BODY SHOP	I-200801244109	110 5223-434	REPAIR OF VEH:	REPAIR 2-L-12	092308	85.48
01-013900	D-R AUTO BODY SHOP	I-200801304186	110 5223-434	REPAIR OF VEH:	REPAIR 2-C-10	092308	103.76
01-040358	ROY WALKER COMM. INC.	I-17576	110 5223-434	REPAIR OF VEH:	INSTALL TRUNK GUN RA	092370	241.15
01-040358	ROY WALKER COMM. INC.	I-17579	110 5223-434	REPAIR OF VEH:	INSTALL HYDRAULIC TR	092370	120.00
01-040358	ROY WALKER COMM. INC.	I-17704	110 5223-434	REPAIR OF VEH:	REPLACE SIREN SPEAKE	092370	275.00
01-041000	SECRETARY OF STATE	I-200801184092	110 5223-319	MISCELLANEOUS:	RENEW PLATE 2-D-11	092191	78.00
DEPARTMENT 223 AUTOMOTIVE SERVICES						TOTAL:	6,657.99
01-001919	STUARD & ASSOCIATES, I	I-07239	110 5224-435	ELEVATOR SERV:	INSPECT ELEVATORS &	092377	495.00
01-008600	COLES MOULTRIE ELECTRI	I-200801184094	110 5224-322	ELECTRICITY	: PISTOL RANGE	092178	163.38

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 224 POLICE BUILDINGS

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023500	MOTION INDUSTRIES	I-IL64-802725	110 5224-432	REPAIR OF BUI:	BELTS	092355	51.77
01-033800	MATTOON WATER DEPT	I-200801093887	110 5224-410	UTILITY SERVI:	221 S 17TH	000000	29.83
01-033800	MATTOON WATER DEPT	I-200801093888	110 5224-410	UTILITY SERVI:	1710 WABASH	000000	100.32
01-035600	KONE INC	I-17684754	110 5224-435	ELEVATOR SERV:	ANNUAL SAFETY TEST	092332	300.00
01-038082	PELICAN SIGNS	I-3688	110 5224-316	TOOLS & EQUIP:	CEDAR PLAQUES	092362	100.00
DEPARTMENT 224 POLICE BUILDINGS						TOTAL:	1,240.30

01-014228	EAST CENTRAL TASK FORC	I-200801294138	110 5229-821	INTERGOVERNME:	TRFR OF FUNDS	092266	10,613.00
DEPARTMENT 229 AREA CRIME TASK FORCE						TOTAL:	10,613.00

01-000720	CARDMEMBER SERVICE	I-1389	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	092262	18.78
01-000720	CARDMEMBER SERVICE	I-4503	110 5241-531	POSTAGE :	OFFICE SUPPLIES	092262	16.04
01-000720	CARDMEMBER SERVICE	I-6232	110 5241-319	MISCELLANEOUS:	UTILITY STRAP	092263	88.70
01-000720	CARDMEMBER SERVICE	I-6737	110 5241-313	MEDICAL & SAF:	SHOE BOXES	092263	5.18
01-001070	AMERENCIPS	I-200801294133	110 5241-321	NATURAL GAS &:	1801 PRAIRIE STA 1	092259	244.34
01-001070	AMERENCIPS	I-200801294136	110 5241-321	NATURAL GAS &:	HWY 16 STA 2	092259	774.60
01-001913	CENTRAL IL FIRE CHIEFS	I-200801184059	110 5241-571	DUE & MEMBERS:	MEMBERSHIP CHISM & A	092177	20.00
01-002958	BATTERY SPECIALISTS	I-66800	110 5241-318	VEHICLE PARTS:	E-23 REPAIRS	092286	450.00
01-008600	COLES MOULTRIE ELECTRI	I-200801184058	110 5241-321	NATURAL GAS &:	HWY 16 STA 2	092178	283.02
01-009075	CUSD #2 TRANSPORTATION	I-290	110 5241-326	FUEL :	FUEL 12-1/31 FIRE DE	092307	2,248.23
01-016000	FARM PLAN	I-3043592	110 5241-319	MISCELLANEOUS:	CABLE TIES,DE-ICER	092267	16.57
01-016000	FARM PLAN	I-3049656	110 5241-316	TOOLS & EQUIP:	FLARES,CHAMOIS	092267	135.60
01-016000	FARM PLAN	I-3049656	110 5241-316	TOOLS & EQUIP:	FLARES,CHAMOIS	092267	0.00
01-017200	FIRE PENSION FUND	I-200801184073	110 5241-233	FIREFIGHTERS :	DIST OF PROPERTY TAX	092182	72,307.01
01-018042	GALLS INCORPORATED	I-5922731200010	110 5241-315	UNIFORMS & CL:	TACTICAL TROUSERS	092317	88.28
01-018042	GALLS INCORPORATED	I-5923072500018	110 5241-315	UNIFORMS & CL:	TROUSERS	092317	811.82
01-018042	GALLS INCORPORATED	I-5923092800018	110 5241-315	UNIFORMS & CL:	TROUSERS	092317	215.45
01-018042	GALLS INCORPORATED	I-5923528900010	110 5241-315	UNIFORMS & CL:	TROUSERS	092317	150.96
01-023800	CONSOLIDATED COMMUNICA	I-200801184055	110 5241-532	TELEPHONE :	235-0931	092179	41.51
01-023800	CONSOLIDATED COMMUNICA	I-200801184057	110 5241-532	TELEPHONE :	234-2448	092179	39.24

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: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023800	CONSOLIDATED COMMUNICA	I-200801294147	110 5241-532	TELEPHONE	: 235-0924	092265	47.96
01-023800	CONSOLIDATED COMMUNICA	I-200801294148	110 5241-532	TELEPHONE	: 235-0942	092265	111.56
01-025600	IL MO PRODUCTS COMPANY	I-200801174025	110 5241-313	MEDICAL & SAF:	CYLINDER RENTAL, OXY	092329	99.32
01-031000	LORENZ SUPPLY CO.	I-126932-00	110 5241-312	CLEANING SUPP:	TOWELS, SOAP, COFFEE F	092339	149.40
01-031000	LORENZ SUPPLY CO.	I-127411-00	110 5241-319	MISCELLANEOUS:	FOIL	092339	107.38
01-031300	MAB PAINT STORE #822	I-1716-2	110 5241-316	TOOLS & EQUIP:	PAINT SUPPLIES	092341	149.99
01-036080	MUNICIPAL EMERGENCY SE	I-00012223SNV	110 5241-433	REPAIR OF MAC:	E-Z FLO REGULATOR	092356	99.86
01-037800	RAY O'HERRON CO	I-0802031-IN	110 5241-315	UNIFORMS & CL:	SHOE COVERS	092368	30.54
01-037800	RAY O'HERRON CO	I-0802332-IN	110 5241-315	UNIFORMS & CL:	JACKETS WITH LINERS	092368	417.79
01-039423	QUARTERMASTER INC	I-P632095700013	110 5241-315	UNIFORMS & CL:	SHIRTS, FASTENERS	092366	52.95
01-039423	QUARTERMASTER INC	I-P632176600017	110 5241-315	UNIFORMS & CL:	SHIRTS	092366	138.92
01-039423	QUARTERMASTER INC	I-P632260600014	110 5241-315	UNIFORMS & CL:	SHIRTS	092366	133.94
01-040358	ROY WALKER COMM. INC.	I-17609	110 5241-535	RADIOS	: RADIO REPAIRS	092370	89.87
01-040451	S & S SERVICE CO	I-41607	110 5241-434	REPAIR OF VEH:	SERVICE TRUCK	092371	460.83
01-043371	SPRINGFIELD ELECTRIC	I-S2225898.001	110 5241-319	MISCELLANEOUS:	STA 1 DOOR LT	092375	9.50
01-043371	SPRINGFIELD ELECTRIC	I-S2238096.001	110 5241-319	MISCELLANEOUS:	STA 1 COAT ROOM	092375	47.97
01-043522	STAPLES CREDIT PLAN	I-200801294134	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	092270	59.32
01-045820	WALMART COMMUNITY BRC	I-200801234102	110 5241-312	CLEANING SUPP:	TRASH BAGS, BLEACH, CO	092382	133.59
01-046791	WELTON OIL SERVICE	I-84193	110 5241-316	TOOLS & EQUIP:	BOTTLED GAS	092386	21.08
01-049003	XEROX CORPORATION	I-030277325	110 5241-814	PRINT/COPY MA:	COPIER PDG-156851	092389	60.19
						DEPARTMENT 241 FIRE PROTECTION ADMIN. TOTAL:	80,377.29
01-001381	MATT FREDERICK	I-200801184056	110 5261-562	TRAVEL & TRAI:	TRAVEL 1/8-11	092183	294.47
01-018700	KYLE GILL	I-200801184091	110 5261-562	TRAVEL & TRAI:	TRAVEL 1/9/08	092184	126.55
01-023800	CONSOLIDATED COMMUNICA	I-200801184083	110 5261-532	TELEPHONE	: 234-7367	092179	250.18
						DEPARTMENT 261 CODE ENFORCEMENT ADMIN TOTAL:	671.20

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 310 PUBLIC WORKS ADMIN

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000029	COLES CO FARM BUREAU	I-854	110 5310-340	BOOKS & PERIO:	PLATBOOKS	092300	75.00
01-037936	ONE STOP COPY SHOP	I-14593	110 5310-519	OTHER PROFESS:	COPIES	092358	208.00
DEPARTMENT 310 PUBLIC WORKS ADMIN						TOTAL:	283.00
01-000147	TIM SPIDLE	I-200801184071	110 5320-562	TRAVEL & TRAI:	MEALS 1/14/08	092192	6.50
01-000720	CARDMEMBER SERVICE	I-8488	110 5320-313	MEDICAL & SAF:	LODGING 12/10-12	092263	130.98
01-000990	BOB RIDINGS	I-F8340	110 5320-742	VEHICLES	: 2 FORD F150	092260	6,608.00
01-001025	DAVID WARREM	I-200801184070	110 5320-562	TRAVEL & TRAI:	MEAL 1/14/08	092197	6.50
01-001046	GERDAU AMERISTEEL	I-4512052858	110 5320-316	TOOLS AND EQU:	DARBY,WALKING EDGER	092318	83.83
01-003095	CARQUEST OF MATTOON	I-200801164014	110 5320-316	TOOLS AND EQU:	VEHICLE REPAIRS,TRAI	092292	13.25
01-003095	CARQUEST OF MATTOON	I-200801164014	110 5320-318	VEHICLE PARTS:	VEHICLE REPAIRS,TRAI	092292	21.39
01-003095	CARQUEST OF MATTOON	I-200801164014	110 5320-562	TRAVEL & TRAI:	VEHICLE REPAIRS,TRAI	092292	144.00
01-003206	BIRKEYS	I-T56407	110 5320-318	VEHICLE PARTS:	ELBOW FITTING	092291	8.82
01-004910	BRIAN BUTLER	I-200801184072	110 5320-562	TRAVEL & TRAI:	MEAL 1/14/08	092176	6.50
01-009075	CUSD #2 TRANSPORTATION	I-288	110 5320-326	FUEL	: FUEL 12/1-31 PUBLIC	092307	3,296.90
01-016000	FARM PLAN	I-3042546	110 5320-319	MISCELLANEOUS:	JACK,FUNNEL,SPOUT	092313	46.95
01-016000	FARM PLAN	I-3054021	110 5320-319	MISCELLANEOUS:	MAILBOX	092313	31.99
01-016000	FARM PLAN	I-3056222	110 5320-319	MISCELLANEOUS:	PRIMER,PAINT	092313	63.84
01-016000	FARM PLAN	I-3057112	110 5320-319	MISCELLANEOUS:	JACK	092313	37.99
01-016000	FARM PLAN	I-3057716	110 5320-319	MISCELLANEOUS:	SAFETY CHAIN,PAINT	092313	81.94
01-020559	HALL SIGNS INC	I-229688	110 5320-359	OTHER STREET :	SIGNS	092322	79.23
01-022400	HOWELL ASPHALT CO	I-4237MB	110 5320-359	OTHER STREET :	COLDMIX	092326	430.99
01-023500	MOTION INDUSTRIES	I-IL64-803534	110 5320-312	CLEANING SUPP:	SHOP TOWELS	092355	241.02
01-023800	CONSOLIDATED COMMUNICA	I-200801294142	110 5320-532	TELEPHONE	: 235-5663	092265	37.45
01-023800	CONSOLIDATED COMMUNICA	I-200801294143	110 5320-532	TELEPHONE	: 235-5522	092265	76.38
01-023800	CONSOLIDATED COMMUNICA	I-200801294144	110 5320-532	TELEPHONE	: 235-5171	092265	220.22
01-033800	MATTOON WATER DEPT	I-200801093873	110 5320-410	UTILITY SERVI:	221 N 12TH	000000	44.58
01-034250	MCFARLAND STEEL SUPPLY	I-200801164015	110 5320-359	OTHER STREET :	STEEL	092349	70.80

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: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-035154	MID-ILLINOIS CONCRETE	I-74435	110 5320-363	BACKFILL AND	: CURB & GUTTER	092352	542.50
01-035154	MID-ILLINOIS CONCRETE	I-74544	110 5320-363	BACKFILL AND	: 15TH & EDGAR	092352	208.90
01-038300	PERRY'S LOCKSMITH	I-45766	110 5320-319	MISCELLANEOUS:	KEYS	092363	5.25
01-038300	PERRY'S LOCKSMITH	I-45793	110 5320-319	MISCELLANEOUS:	KEYS	092363	17.80
01-040467	SAFETY COMPLIANCE	I-11963	110 5320-313	MEDICAL & SAF:	COTTON STRING	092372	3.60
01-043522	STAPLES CREDIT PLAN	I-75031	110 5320-311	OFFICE SUPPLI:	PENS,TAPE,MARKERS	092193	31.22
01-048642	WOODY'S MUNICIPAL SUPP	I-23115	110 5320-433	REPAIR OF MAC:	SWEEPER REPAIRS	092388	2,869.83
01-048642	WOODY'S MUNICIPAL SUPP	I-23866	110 5320-318	VEHICLE PARTS:	SANDER REPAIR PARTS	092388	303.95
01-050875	ZEP MANUFACTURING CO	I-17818281	110 5320-359	OTHER STREET :	ORANGE AEROSOL	092390	95.41
01-050893	ZOLLMAN AUTO CARE	I-200801304191	110 5320-316	TOOLS AND EQU:	TILT TRAILER	092391	255.00

DEPARTMENT 320 STREETS TOTAL: 16,123.51

01-035154	MID-ILLINOIS CONCRETE	I-74543	110 5323-351	CONCRETE	: 32ND & WESTERN	092352	109.90
01-035154	MID-ILLINOIS CONCRETE	I-74649	110 5323-351	CONCRETE	: 11TH & CHARLESTON	092352	359.55

DEPARTMENT 323 SIDEWALKS & CROSSWALKS TOTAL: 469.45

01-001070	AMERENCIPS	I-200801294154	110 5326-321	NATURAL GAS &:	208 N 19TH	092275	38.59
01-001070	AMERENCIPS	I-200801294155	110 5326-321	NATURAL GAS &:	19TH & RICHMOND	092275	59.63
01-008600	COLES MOULTRIE ELECTRI	I-200801294158	110 5326-322	ELECTRIC	: S RT 45 & PARADISE	092277	12.83
01-008600	COLES MOULTRIE ELECTRI	I-200801294159	110 5326-322	ELECTRIC	: SUNRISE APTS	092277	6.96
01-008600	COLES MOULTRIE ELECTRI	I-200801294160	110 5326-322	ELECTRIC	: PIATT & RT 316	092277	11.20
01-008600	COLES MOULTRIE ELECTRI	I-200801294161	110 5326-322	ELECTRIC	: 3020 LAKELAND BLVD	092277	5.46
01-008600	COLES MOULTRIE ELECTRI	I-200801294162	110 5326-322	ELECTRIC	: OLD STATE VILLAGE	092277	6.96
01-008600	COLES MOULTRIE ELECTRI	I-200801294163	110 5326-322	ELECTRIC	: S 9TH ST	092277	6.70
01-008600	COLES MOULTRIE ELECTRI	I-200801294164	110 5326-322	ELECTRIC	: S RT 45 & PARADISE	092277	12.83
01-008600	COLES MOULTRIE ELECTRI	I-200801294165	110 5326-322	ELECTRIC	: LAKELAND INN ENTRANC	092277	6.70
01-008600	COLES MOULTRIE ELECTRI	I-200801294166	110 5326-322	ELECTRIC	: S RT 45 & PARADISE	092277	127.43
01-008600	COLES MOULTRIE ELECTRI	I-200801294167	110 5326-322	ELECTRIC	: S RT 45	092277	52.59
01-008600	COLES MOULTRIE ELECTRI	I-200801294168	110 5326-322	ELECTRIC	: EAST RT 16	092277	79.10

DEPARTMENT 326 STREET LIGHTING TOTAL: 426.98

01-003095	CARQUEST OF MATTOON	I-200801164014	110 5331-318	VEHICLE PARTS:	VEHICLE REPAIRS,TRAI	092292	28.98
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VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 331 STREET CLEANING

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-048642	WOODY'S MUNICIPAL SUPP	I-23091	110 5331-318	VEHICLE PARTS: REPAIR PARTS		092388	247.00
01-048642	WOODY'S MUNICIPAL SUPP	I-23451	110 5331-318	VEHICLE PARTS: #544 REPAIRS		092388	2,580.01
DEPARTMENT 331 STREET CLEANING						TOTAL:	2,855.99
01-000095	MARK BELL	I-52627	110 5335-421	DISPOSAL SERV: MULCH DELIVERY 11-5/		092289	14,356.00
01-000153	BILL BELL	I-52627	110 5335-421	DISPOSAL SERV: MULCH DELIVERY 11-5/		092288	1,250.00
01-033800	MATTOON WATER DEPT	I-200801093880	110 5335-410	UTILITY SERVI: 420 LOGAN		000000	31.67
DEPARTMENT 335 YARD WASTE COLLECTION						TOTAL:	15,637.67
01-000002	RAPID REPRODUCTIONS IN	I-59961	110 5370-316	TOOLS & EQUIP: SURVEY EQUIPMENT		092367	116.83
01-001600	AMERICAN STAMP & MARKI	I-1615795	110 5370-319	MISCELLANEOUS: WHITLEY NOTARY STAMP		092282	32.35
01-015410	EZ PARCEL & BUSINESS S	I-48702	110 5370-319	MISCELLANEOUS: SHIPPING		092312	5.60
DEPARTMENT 370 CONSTRUCTION INSPECTION						TOTAL:	154.78
01-023800	CONSOLIDATED COMMUNICA	I-200801294169	110 5381-534	PAGERS : 402-2636		092278	11.30
01-032800	MATTOON HEATING & AIR	I-1521-218	110 5381-460	OTHER PROP MA: INVESTIGATE ODOR ON		092344	50.00
01-045820	WALMART COMMUNITY BRC	I-00557	110 5381-312	CLEANING SUPP: AIR FRESHNER,COMET,T		092382	7.52
DEPARTMENT 381 CUSTODIAL SERVICES						TOTAL:	68.82
01-001630	INTEGRYS ENERGY SERVIC	I-11187216-1	110 5383-321	NATURAL GAS &: 1701 WABASH		092187	101.20
01-033800	MATTOON WATER DEPT	I-200801093883	110 5383-410	UTILITY SERVI: 1701 WABASH		000000	37.34
DEPARTMENT 383 BURGESS OSBORNE						TOTAL:	138.54
01-031000	LORENZ SUPPLY CO.	I-126912-00	110 5384-319	MISCELLANEOUS: FLOOR FINISH, TISSUE,		092339	162.61
DEPARTMENT 384 RAILROAD DEPOT						TOTAL:	162.61
01-001054	HIGGINS TREE FARM	I-200801304171	110 5386-460	OTHER PROP MA: 100 TREES		092324	17,650.00
DEPARTMENT 386 TREE MAINTENANCE						TOTAL:	17,650.00

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: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200801184080	110 5388-321	NATURAL GAS &	316 S 32ND	092174	14.89
DEPARTMENT 388 GARMENT FACTORY						TOTAL:	14.89
01-000061	HOME DEPOT	I-6172662	110 5511-316	TOOLS & EQUIP:	WIRECUTTERS	092325	41.97
01-009075	CUSD #2 TRANSPORTATION	I-289	110 5511-326	FUEL	: FUEL 12-1/31 PARK	092307	401.43
DEPARTMENT 511 PARK ADMINISTRATION						TOTAL:	443.40
01-024101	IL DEPARTMENT OF REVEN	I-200801184076	110 5512-803	SALES TAX REM:	DECEMBER 07 SALES TA	092186	35.00
01-032712	MATTOON KAWASAKI YAMAHA	I-95078941	110 5512-433	REPAIR OF MAC:	SPARK PLUGS	092345	5.90
DEPARTMENT 512 LAKE ADMINISTRATION						TOTAL:	40.90
01-033800	MATTOON WATER DEPT	I-200801093881	110 5521-410	UTILITY SERVI:	418 RICHMOND	000000	46.16
DEPARTMENT 521 DEMARS CENTER						TOTAL:	46.16
01-001630	INTEGRYS ENERGY SERVIC	I-11187216-1	110 5541-321	NATURAL GAS &:	500 B'DWAY	092187	6.77
01-001630	INTEGRYS ENERGY SERVIC	I-11187216-1	110 5541-321	NATURAL GAS &:	500 B'DWAY	092187	774.70
01-011600	DEBUHR'S SEED STORE	I-19238	110 5541-432	REPAIR OF BUI:	ROOT KILLER	092309	40.95
01-011600	DEBUHR'S SEED STORE	I-19242	110 5541-319	MISCELLANEOUS:	MOUSE POISON	092309	22.47
01-020803	HARRELSON PLUMBING & H	I-10644	110 5541-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	092323	100.00
01-033800	MATTOON WATER DEPT	I-200801093862	110 5541-410	UTILITY SERVI:	500 B'DWAY	000000	12.99
01-033800	MATTOON WATER DEPT	I-200801093882	110 5541-410	UTILITY SERVI:	500 B'DWAY SHED	000000	13.55
DEPARTMENT 541 PETERSON PARK						TOTAL:	971.43
01-020803	HARRELSON PLUMBING & H	I-10644	110 5542-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	092323	100.00
DEPARTMENT 542 LAWSON PARK						TOTAL:	100.00
01-001070	AMERENCIPS	I-200801294153	110 5544-321	NATURAL GAS &:	1200 CHAMPAIGN	092275	47.99
DEPARTMENT 544 CUNNINGHAM PARK						TOTAL:	47.99

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 551 BOYS COMPLEX

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200801294156	110 5551-321	NATURAL GAS &	312 N 10TH	092275	44.99
01-020803	HARRELSON PLUMBING & H	I-10644	110 5551-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	092323	100.00
DEPARTMENT 551 BOYS COMPLEX						TOTAL:	144.99
01-001070	AMERENCIPS	I-200801294152	110 5552-321	NATURAL GAS &	311 N 6TH	092275	50.64
01-001070	AMERENCIPS	I-200801304188	110 5552-321	NATURAL GAS &	311 N 6TH	092281	11.96
01-020803	HARRELSON PLUMBING & H	I-10644	110 5552-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	092323	100.00
DEPARTMENT 552 GIRLS COMPLEX						TOTAL:	162.60
01-001070	AMERENCIPS	I-200801294157	110 5553-321	NATURAL GAS &	409 SHELBY	092276	39.83
01-020803	HARRELSON PLUMBING & H	I-10644	110 5553-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	092323	100.00
01-031300	MAB PAINT STORE #822	I-0380-4	110 5553-319	MISCELLANEOUS:	PAINT SUPPLIES	092341	165.39
01-031300	MAB PAINT STORE #822	I-0402-6	110 5553-319	MISCELLANEOUS:	REPAIR LAZER PAINT M	092341	41.80
DEPARTMENT 553 JR FOOTBALL COMPLEX						TOTAL:	347.02
01-001070	AMERENCIPS	I-200801184082	110 5554-321	NATURAL GAS &	S 22ND ST	092174	60.29
DEPARTMENT 554 LITTLE KINZEL PARK						TOTAL:	60.29
01-001070	AMERENCIPS	I-200801294151	110 5556-321	NATURAL GAS &	221 SHELBY T-BALL	092275	108.69
01-020803	HARRELSON PLUMBING & H	I-10644	110 5556-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	092323	100.00
DEPARTMENT 556 T-BALL COMPLEX						TOTAL:	208.69
01-003200	BIGGS ELECTRIC CO	I-010003	110 5561-450	CONSTRUCTION :	UNMETERED PANEL & RE	092290	1,654.70
01-031300	MAB PAINT STORE #822	C-1326-0	110 5561-319	MISCELLANEOUS:	RETURNS	092341	38.14
01-031300	MAB PAINT STORE #822	I-1303-9	110 5561-319	MISCELLANEOUS:	PAINT SUPPLIES	092341	133.00
01-031300	MAB PAINT STORE #822	I-1321-1	110 5561-319	MISCELLANEOUS:	PAINT SUPPLIES	092341	241.84
01-031300	MAB PAINT STORE #822	I-1325-2	110 5561-319	MISCELLANEOUS:	PAINT SUPPLIES	092341	190.70
01-031300	MAB PAINT STORE #822	I-1344-3	110 5561-319	MISCELLANEOUS:	PAINT SUPPLIES	092341	81.72
01-031300	MAB PAINT STORE #822	I-1410-2	110 5561-319	MISCELLANEOUS:	PAINT SUPPLIES	092341	278.14
DEPARTMENT 561 EAST CAMPGROUND						TOTAL:	2,541.96

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 563 MARINA AREA

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000481	PANA BAIT CO	I-2535912	110 5563-317	CONCESSION &	CONCESSIONS	092359	127.00
01-020534	VERIZON NORTH	I-200801184081	110 5563-532	TELEPHONE	: 895-2922	092196	57.43
DEPARTMENT 563 MARINA AREA						TOTAL:	184.43
01-000720	CARDMEMBER SERVICE	I-1559	110 5651-519	OTHER PROFESS:	DUES-CLINE	092262	50.00
01-000720	CARDMEMBER SERVICE	I-1575	110 5651-519	OTHER PROFESS:	DUES-WETZEL	092262	50.00
01-000720	CARDMEMBER SERVICE	I-1609	110 5651-519	OTHER PROFESS:	DUES-BURGETT	092262	50.00
01-000720	CARDMEMBER SERVICE	I-4140	110 5651-519	OTHER PROFESS:	DUES-COOPER	092262	50.00
01-008801	COLES TOGETHER	I-52	110 5651-519	OTHER PROFESS:	ECONOMIC DEVELOPMENT	092302	10,000.00
DEPARTMENT 651 ECONOMIC DEVELOPMENT						TOTAL:	10,200.00
01-015675	US BANK	I-200801184060	110 5716-817	SERIES 2003 L:	IRBB 2003-A	092195	76,167.65
DEPARTMENT 716 GENERAL OBLIGATION BONDS						TOTAL:	76,167.65
01-030100	MATTOON PUBLIC LIBRARY	I-200801184075	110 5912-822	TRANSFER TO L:	DIST OF PROPERTY TAX	092189	32,629.70
DEPARTMENT 912 INTRFND TRNSFRS - LIBRARY						TOTAL:	32,629.70
VENDOR SET 110 GENERAL FUND						TOTAL:	356,056.70

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 122 HOTEL TAX FUND

DEPARTMENT: 653 HOTEL TAX ADMINISTRATION

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000720	CARDMEMBER SERVICE	I-0167	122 5653-572	COMMUNITY PRO:	ALBUMS	092262	28.73
01-000720	CARDMEMBER SERVICE	I-0270	122 5653-572	COMMUNITY PRO:	MEETING 12/21/07	092262	18.68
01-000720	CARDMEMBER SERVICE	I-2639	122 5653-572	COMMUNITY PRO:	PLAQUE FOR CAROLYN	092262	30.00
01-000720	CARDMEMBER SERVICE	I-8012	122 5653-540	ADVERTISING :	ISTOCK PAYMENT	092263	65.00
01-000720	CARDMEMBER SERVICE	I-8576	122 5653-571	DUES & MEMBER:	SUPPLIES	092263	25.63
01-001070	AMERENCIPS	I-200801294150	122 5653-321	NATURAL GAS &:	B'DWAY WELCOME SIGN	092275	25.13
01-001070	AMERENCIPS	I-200801304193	122 5653-321	NATURAL GAS &:	MARSHALL WELCOME SIG	092281	19.20
01-001070	AMERENCIPS	I-200801304194	122 5653-321	NATURAL GAS &:	DEWITT WELCOME SIGN	092281	14.89
01-001170	MATTOON BEACH	I-200801174023	122 5653-825	TOURISM GRANT:	TOURISM GRANT	092342	13,000.00
01-001630	INTEGRYS ENERGY SERVIC	I-11187216-1	122 5653-321	NATURAL GAS &:	MARSHALL AVE SIGN	092187	12.44
01-001915	LOOKING FOR LINCOLN	I-MAT7E	122 5653-814	PRINTING & CO:	GRAPHIC & TEXT EDITI	092338	1,600.00
01-001915	LOOKING FOR LINCOLN	I-MAT7W	122 5653-814	PRINTING & CO:	COMMUNITY SHARE WAYS	092338	3,300.00
01-001916	EASTERN IL UNIVERSITY	I-200801174022	122 5653-825	TOURISM GRANT:	TOURISM GRANT	092311	1,500.00
01-001917	COFFRIN'S ATA BLACK BE	I-200801174021	122 5653-825	TOURISM GRANT:	TOURISM GRANT	092296	5,000.00
01-006640	CHICAGO SOUTHLAND CVB	I-200801294145	122 5653-571	DUES & MEMBER:	CONVENTION 2/6-7	092264	150.00
01-008600	COLES MOULTRIE ELECTRI	I-200801184085	122 5653-321	NATURAL GAS &:	WELCOME SIGN	092178	29.14
01-021348	CENTRAL IL NEWSPAPER	I-20123754	122 5653-540	ADVERTISING :	ON LINE ADVERTISING	092294	109.00
01-023800	CONSOLIDATED COMMUNICA	I-200801184086	122 5653-532	TELEPHONE :	258-6286	092179	204.46
01-023800	CONSOLIDATED COMMUNICA	I-200801304189	122 5653-532	TELEPHONE :	800-500-6286	092305	4.57
01-046000	NIEMANN FOODS INC	I-951131	122 5653-572	COMMUNITY PRO:	SUPPLIES	092357	20.93

DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL: 25,157.80

VENDOR SET 122 HOTEL TAX FUND TOTAL: 25,157.80

VENDOR SET: 01 CITY OF MATTOON
 FUND : 123 FESTIVAL MGMT FUND
 DEPARTMENT: 584 BAGELFEST

BANK: APBNK

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001910	ASCAP	I-100002563006	123 5584-834	ENTERTAINMENT:	LICENSE FEE 2008	092283	294.00
DEPARTMENT 584 BAGELFEST						TOTAL:	294.00
01-000061	HOME DEPOT	I-6172661	123 5586-316	TOOLS & EQUIP:	TOTES	092325	242.81
01-001909	WHQQ,WCRA,WCRC	I-1138	123 5586-540	ADVERTISING :	ADVERTISING WHQQ	092387	210.00
01-002800	CHAMBER OF COMMERCE	I-200801174028	123 5586-540	ADVERTISING :	LIGHT UP MATTOON WIN	092295	600.00
01-021348	CENTRAL IL NEWSPAPER	I-200801184100	123 5586-540	ADVERTISING :	HOLIDAY ADVERTISING	092294	1,484.00
01-035050	METZGER WELDING SERVIC	I-200801174027	123 5586-519	OTHER PROFESS:	SPONSOR WREATHS	092350	4,956.00
DEPARTMENT 586 LIGHTWORKS						TOTAL:	7,492.81
VENDOR SET 123 FESTIVAL MGMT FUND						TOTAL:	7,786.81

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 125 INSURANCE & TORT JDGMNT

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001888	ILLINOIS PUBLIC RISK F I-200801304174		125 5150-250	WORKERS' COMP: DECEMBER 07-FEBRUARY		092331	136,396.00
01-040463	SARAH BUSH LINCOLN HEA I-200801154012		125 5150-519	OTHER PROFESS: DRUG SCREENS		092374	1,897.00
DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:							138,293.00
VENDOR SET 125 INSURANCE & TORT JDGMNT TOTAL:							138,293.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 128 MIDTOWN TIF FUND

DEPARTMENT: 654 TIF GRANTS

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001912	WORTMAN-MEYER PROPERTI	I-200801184062	128 5654-825	TIF GRANTS	: TIF AGREEMENT	092198	3,200.00
	PROJ: 801-100	Club Illini Renovations		TIF GRANTS			
						DEPARTMENT 654 TIF GRANTS	TOTAL: 3,200.00
01-000731	MATTOON COMMUNITY UNIT	I-200801174029	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	092343	13,273.17
01-000732	LAKE LAND COLLEGE	I-200801174031	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	092336	1,288.80
01-000733	MATTOON TOWNSHIP SUPER	I-200801174032	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	092347	1,227.91
01-000734	MATTOON PARK DISTRICT	I-200801174033	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	092346	723.00
01-007882	COLES CO AIRPORT AUTHO	I-200801174034	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	092297	226.93
01-009800	COLES CO CLERK & RECOR	I-200801174030	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	092299	3,429.62
						DEPARTMENT 800 SHARED INCREMENT	TOTAL: 20,169.43
						VENDOR SET 128 MIDTOWN TIF FUND	TOTAL: 23,369.43

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 150 I-57 EAST TIF DISTRICT

DEPARTMENT: 800 SHARED INCREMENT

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000731	MATTOON COMMUNITY UNIT	I-200801304180	150 5800-821	SHARED INCREM:	EAST I-57 TAX INCREM	092343	93.43
01-000732	LAKE LAND COLLEGE	I-200801304178	150 5800-821	SHARED INCREM:	EAST I-57 TAX INCREM	092336	9.07
01-000812	COLES CO CLERK & RECOR	I-200801304179	150 5800-821	SHARED INCREM:	EAST I-57 TAX INCREM	092298	24.14
01-001390	DEXTER NEAL ASHBROOK T	I-200801184061	150 5800-822	PROPERTY TAX :	REIMBURSEMENT OF TAX	092180	97.46
01-001928	LAFAYETTE TOWNSHIP	I-200801304177	150 5800-821	SHARED INCREM:	EAST I-57 TAX INCREM	092335	12.76
01-007882	COLES CO AIRPORT AUTHO	I-200801304176	150 5800-821	SHARED INCREM:	EAST I-57 TAX INCREM	092297	1.60
						DEPARTMENT 800 SHARED INCREMENT	TOTAL: 238.46
						VENDOR SET 150 I-57 EAST TIF DISTRICT	TOTAL: 238.46

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-001914	BOB & KRISTIN BECKER	I-200801184054	211 4466-021	PERMITS & TAP:	WATER TAP LESS REPAI	092175	126.97	
							126.97	
DEPARTMENT							TOTAL:	126.97
NON-DEPARTMENTAL								
01-008600	COLES MOULTRIE ELECTRI	I-200801184087	211 5351-322	ELECTRICITY :	RESERVOIR CONTROL AC	092178	5.20	
01-016000	FARM PLAN	I-3044207	211 5351-319	MISCELLANEOUS:	WIRE,LIGHT PAINT	092313	88.01	
DEPARTMENT 351 RESERVOIRS & WTR SOURCES							TOTAL:	93.21
01-000189	BALLINGER AUTO COMPANY	I-200801304172	211 5353-432	REPAIR OF STR:	CLEAN 1 LAGOON	092284	3,000.00	
01-001824	BEELMAN LOGISTICS LLC	I-72676	211 5353-314	CHEMICALS :	LIME	092287	833.41	
01-002958	BATTERY SPECIALISTS	I-67035	211 5353-863	COMPUTERS :	BATTERIES	092286	38.00	
01-008600	COLES MOULTRIE ELECTRI	I-200801184089	211 5353-322	ELECTRICITY :	WATER PURIFICATION P	092178	4,229.19	
01-009093	CONNOR CO	I-S3347158.001	211 5353-379	OTHER WATER M:	FILTERS	092304	18.34	
01-016000	FARM PLAN	I-3046868	211 5353-311	OFFICE SUPPLI:	COFFEE,TISSUE,TOWELS	092200	50.94	
01-017425	FISHER SCIENTIFIC	I-1222671	211 5353-319	MISCELLANEOUS:	LAB SUPPLIES	092316	108.78	
01-017425	FISHER SCIENTIFIC	I-5242330	211 5353-319	MISCELLANEOUS:	LAB SUPPLIES	092316	98.62	
01-020540	HACH COMPANY	C-2003646	211 5353-319	MISCELLANEOUS:	RETURNS	092321	20.87-	
01-020540	HACH COMPANY	I-5547585	211 5353-319	MISCELLANEOUS:	CHEMICALS	092321	360.29	
01-031402	M & M PUMP SUPPLY INC	I-494969	211 5353-378	PLANT MTCE & :	CAM & GROOVE FITTING	092340	205.65	
01-032800	MATTOON HEATING & AIR	I-1326-133	211 5353-439	OTHER REPAIR :	REPAIR HEATERS	092344	1,069.13	
01-035365	MISSISSIPPI LIME COMPA	I-783724	211 5353-314	CHEMICALS :	LIME	092353	2,673.44	
01-037976	PDC LABORATORIES	I-583327S	211 5353-519	OTHER PROFESS:	WATER TESTING	092361	70.00	
01-040465	SAL CHEMICAL	I-79067	211 5353-314	CHEMICALS :	CHEMICALS	092373	5,486.87	
01-045155	UNITED PARCEL SERVICE	I-8Y610028	211 5353-531	POSTAGE :	SHIPPING	092194	22.91	
DEPARTMENT 353 WATER TREATMENT PLANT							TOTAL:	18,244.70
01-000990	BOB RIDINGS	I-F8338	211 5354-742	VEHICLES :	1 FORD F150	092260	16,105.00	

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 354 WATER DISTRIBUTION

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000990	BOB RIDINGS	I-F8340	211 5354-742	VEHICLES	: 2 FORD F150	092260	12,916.00
01-001630	INTEGRYS ENERGY SERVIC	I-11187216-1	211 5354-321	NATURAL GAS &	RR2, WATER DEPT	092187	9.15
01-003095	CARQUEST OF MATTOON	I-200801164014	211 5354-318	VEHICLE PARTS:	VEHICLE REPAIRS, TRAI	092292	29.86
01-003206	BIRKEYS	I-T56497	211 5354-318	VEHICLE PARTS:	HOSE, PIPE	092291	183.03
01-008600	COLES MOULTRIE ELECTRI	I-200801184088	211 5354-321	NATURAL GAS &	SBLHC PUMP STA	092178	124.25
01-011875	DENNING AUTOMOTIVE	I-200801314196	211 5354-434	REPAIR OF VEH:	REPLACED STEERING GE	092310	532.75
01-020803	HARRELSON PLUMBING & H	I-10622	211 5354-439	OTHER REPAIR :	REPAIR WATER LEAK	092323	262.99
01-034250	MCFARLAND STEEL SUPPLY	I-200801164016	211 5354-318	VEHICLE PARTS:	STEEL	092349	11.75
01-034250	MCFARLAND STEEL SUPPLY	I-200801164017	211 5354-318	VEHICLE PARTS:	STEEL	092349	51.79
01-035154	MID-ILLINOIS CONCRETE	I-74545	211 5354-363	BACKFILL & SU:	6TH & CHARLESTON	092352	309.00
01-044400	FERRELLGAS	I-1019852963	211 5354-323	BOTTLED GAS :	PROPANE	092315	602.81
01-045400	UPCHURCH GROUP INC	I-10021	211 5354-730	IMPROVEMENTS :	MATT RT 45 WATERMAIN	092380	280.40
01-050893	ZOLLMAN AUTO CARE	I-200801304191	211 5354-316	TOOLS & EQUIP:	TILT TRAILER	092391	255.00
						DEPARTMENT 354 WATER DISTRIBUTION	TOTAL: 31,673.78
01-003095	CARQUEST OF MATTOON	I-200801154010	211 5355-318	VEHICLE PARTS:	ELECTRICAL TAPE, TERM	092292	7.11
01-009075	CUSD #2 TRANSPORTATION	I-288	211 5355-326	FUEL	: FUEL 12/1-31 PUBLIC	092307	3,296.90
01-019900	GREATER BAY CAPITAL	I-200638011-0108	211 5355-815	POSTAGE METER:	POSTAGE METER LEASE	092185	369.99
						DEPARTMENT 355 ACCOUNTING & COLLECTION	TOTAL: 3,674.00
01-001630	INTEGRYS ENERGY SERVIC	I-11187216-1	211 5356-321	NATURAL GAS &	1201 MARSHALL	092187	15.62
						DEPARTMENT 356 ADMINISTRATIVE & GENERAL	TOTAL: 15.62
						VENDOR SET 211 WATER FUND	TOTAL: 53,828.28

VENDOR SET: 01 CITY OF MATTOON
FUND : 212 SEWER FUND
DEPARTMENT: 342 SEWER COLLECTION SYSTEM
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 1/16/2008 THRU 1/31/2008
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000990	BOB RIDINGS	I-F8340	212 5342-740	MACHINERY & E:	2 FORD F150	092260	12,916.00
01-001904	DAN & JD MCDOWELL	I-200801164018	212 5342-460	OTHER PROPERT:	3332 CHAMPAIGN SUMP	092279	1,414.12
01-001904	DAN & JD MCDOWELL	I-200801164019	212 5342-460	OTHER PROPERT:	3328 CHAMPAIGN SUMP	092279	1,407.74
01-001924	TANYA A SCHUBERT	I-200801294135	212 5342-460	OTHER PROPERT:	REIMB DUMPSTER 3328	092269	355.00
01-001925	COOLEY'S HEATING	I-8992	212 5342-460	OTHER PROPERT:	INSTALL SEWAGE PUMP	092306	2,395.18
01-001927	DENNIS & BARB MCCLAIN	I-200801304183	212 5342-460	OTHER PROPERT:	RECONNECT 24" FIELD	092348	200.00
01-003095	CARQUEST OF MATTOON	I-200801164014	212 5342-318	VEHICLE PARTS:	VEHICLE REPAIRS,TRAI	092292	206.48
01-003206	BIRKEYS	I-T56580	212 5342-318	VEHICLE PARTS:	EXHAUST PIPE	092291	95.23
01-045850	AJ WALKER CONST CO	I-118939	212 5342-460	OTHER PROPERT:	B'DWAY & DIV INSTALL	092280	2,903.40
01-045850	AJ WALKER CONST CO	I-118940	212 5342-460	OTHER PROPERT:	B'DWAY & DIV INSTALL	092280	3,025.08
01-050893	ZOLLMAN AUTO CARE	I-200801304191	212 5342-316	TOOLS & EQUIP:	TILT TRAILER	092391	255.00
						DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL:	25,173.23
01-001630	INTEGRYS ENERGY SERVIC	I-11187216-1	212 5343-321	NATURAL GAS &:	DEWITT LIFT STA	092187	34.77
01-001630	INTEGRYS ENERGY SERVIC	I-11187216-1	212 5343-321	NATURAL GAS &:	LOGAN/SHELBY SEWAGE	092187	0.37
01-008600	COLES MOULTRIE ELECTRI	I-200801184065	212 5343-322	ELECTRICITY (:	BUXTON CENTRE LIFT S	092178	71.81
01-008600	COLES MOULTRIE ELECTRI	I-200801184066	212 5343-322	ELECTRICITY (:	SBLHC LIFT STA	092178	186.32
01-008600	COLES MOULTRIE ELECTRI	I-200801184067	212 5343-322	ELECTRICITY (:	GOLDEN VALLEY SEWER	092178	116.66
01-008600	COLES MOULTRIE ELECTRI	I-200801184068	212 5343-322	ELECTRICITY (:	LLC LIFT STA	092178	95.96
01-016000	FARM PLAN	I-3037643	212 5343-365	LIFT STATION :	HOLE COVER,RECEPTACL	092181	2.88
						DEPARTMENT 343 SEWER LIFT STATIONS TOTAL:	508.77
01-000126	COLES CO HEALTH DEPT	I-382850	212 5344-312	CLEANING SUPP:	VACCINES	092301	172.00
01-001630	INTEGRYS ENERGY SERVIC	I-11187216-1	212 5344-321	NATURAL GAS &:	WATER TREATMENT PLAN	092187	20,667.52
01-009000	COMMERCIAL ELECTRIC	I-23330001	212 5344-433	REPAIR OF MAC:	TROUBLE SHOOT PUMP C	092303	75.00
01-009000	COMMERCIAL ELECTRIC	I-23348001	212 5344-433	REPAIR OF MAC:	TROUBLE SHOOT PUMP C	092303	262.80
01-016000	FARM PLAN	I-3036530	212 5344-312	CLEANING SUPP:	CABLE TIES,BROOM,DE-	092181	24.90
01-016000	FARM PLAN	I-3049321	212 5344-312	CLEANING SUPP:	BATTERIES,COFFEE,TRA	092181	75.38

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: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016140	FASTENAL COMPANY	I-ILMAT68078	212 5344-366	PLANT MTCE &	REPAIR MATERIAL	092314	15.60
01-017425	FISHER SCIENTIFIC	I-1222760	212 5344-319	MISCELLANEOUS:	MEMBRANE KIT	092316	325.65
01-017425	FISHER SCIENTIFIC	I-2339216	212 5344-319	MISCELLANEOUS:	TRACEABLE THERMOMETE	092316	59.87
01-019650	GRAINGER PARTS	I-9533837523	212 5344-311	OFFICE SUPPLI:	TIME RECORDER RIBBON	092320	42.96
01-023500	MOTION INDUSTRIES	I-IL64-802413	212 5344-366	PLANT MTCE &	COIL, VALVE	092355	149.75
01-023800	CONSOLIDATED COMMUNICA	I-200801184063	212 5344-532	TELEPHONE	: 234-6828	092179	82.24
01-023800	CONSOLIDATED COMMUNICA	I-200801184064	212 5344-532	TELEPHONE	: 234-2737	092179	37.77
01-023800	CONSOLIDATED COMMUNICA	I-200801184077	212 5344-532	TELEPHONE	: 101-0475	092179	88.08
01-025600	IL MO PRODUCTS COMPANY	I-00046384	212 5344-440	RENTALS	: CYLINDER RENTAL	092329	30.54
01-030000	KULL LUMBER CO	I-200801154011	212 5344-316	TOOLS & EQUIP:	KEYS	092333	11.92
01-030021	L & S SAFETY	I-2007-1503	212 5344-313	MEDICAL & SAF:	MASTER LOCKS	092334	102.36
01-031000	LORENZ SUPPLY CO.	I-127286-00	212 5344-312	CLEANING SUPP:	TOWELS, TISSUE, SOAP	092339	224.31
01-031000	LORENZ SUPPLY CO.	I-127289-00	212 5344-312	CLEANING SUPP:	SOAP, DEGREASER	092339	42.19
01-031402	M & M PUMP SUPPLY INC	I-494136	212 5344-366	PLANT MTCE &	PVC, PIPE, COUPLING	092340	50.14
01-040263	RESSLER & ASSOCIATES	I-4864IL	212 5344-366	PLANT MTCE &	TAILPIECE, GASKET, O'R	092369	179.31
01-043371	SPRINGFIELD ELECTRIC	I-S2232546.001	212 5344-366	PLANT MTCE &	CONDUIT, ADAPTERS	092375	12.92
01-043371	SPRINGFIELD ELECTRIC	I-S2235398.001	212 5344-366	PLANT MTCE &	FUSES	092375	84.70
01-046615	WATTS COPY SYSTEMS	I-374033	212 5344-814	COPY MACHINE	: COPIER 1/8/08-2/8/08	092384	78.08

DEPARTMENT 344 WASTEWATER TREATMNT PLANT TOTAL: 22,895.99

01-003095	CARQUEST OF MATTOON	I-200801164014	212 5345-318	VEHICLE PARTS:	VEHICLE REPAIRS, TRAI	092292	38.98
01-009075	CUSD #2 TRANSPORTATION	I-288	212 5345-326	FUEL	: FUEL 12/1-31 PUBLIC	092307	3,296.91
01-023800	CONSOLIDATED COMMUNICA	I-200801294149	212 5345-532	TELEPHONE	: 235-5483	092265	236.37

DEPARTMENT 345 ACCOUNTING & COLLECTION TOTAL: 3,572.26

01-000233	IL RURAL WATER ASSOC	I-200801294137	212 5346-562	TRAVEL & TRAI:	2008 ANNUAL TECH CON	092268	525.00
01-021348	CENTRAL IL NEWSPAPER	I-20128824	212 5346-540	ADVERTISING	: WASTEWATER OPER ADVE	092294	174.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 346 ADMINISTRATIVE & GENERAL

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021348	CENTRAL IL NEWSPAPER	I-20128826	212 5346-540	ADVERTISING	: WASTEWATER OPER ADVE	092294	149.00

DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL: 848.00

VENDOR SET 212 SEWER FUND TOTAL: 52,998.25

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 213 CEMETERY FUND

DEPARTMENT: 361 MAINTENANCE & OPERATIONS

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

PAY DATE RANGE: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200801184069	213 5361-321	NATURAL GAS &	917 N 22ND	092174	245.07
01-001070	AMERENCIPS	I-200801294146	213 5361-326	FUEL	: 917 N 22ND	092259	35.02
DEPARTMENT 361 MAINTENANCE & OPERATIONS TOTAL:							280.09

VENDOR SET 213 CEMETERY FUND TOTAL: 280.09

REPORT GRAND TOTAL: 658,008.82

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2007-2008	110-5110-319	MISCELLANEOUS SUPPLIES	72.98	750	165.74- Y		
	110-5110-532	TELEPHONE	134.91	600	120.63		
	110-5110-572	COMM PROMOTIONS & RELATION	910.00	3,500	885.00- Y		
	110-5120-519	OTHER PROFESSIONAL SERVICE	427.60	8,000	4,341.91		
	110-5120-532	TELEPHONE	220.28	3,000	1,014.66		
	110-5120-540	ADVERTISING	20.00	2,500	547.50		
	110-5120-801	VITAL RECORDS FEE REMITTAN	446.00	7,500	2,210.00		
	110-5130-562	TRAVEL & TRAINING	346.09	2,000	83.91- Y		
	110-5150-311	OFFICE SUPPLIES	528.32	2,500	876.52		
	110-5150-532	TELEPHONE	93.25	850	5.44- Y		
	110-5160-319	MISC. SUPPLIES (NUISANCE E	30.98	1,250	676.64- Y		
	110-5160-562	TRAVEL & TRAINING	99.00	750	697.51- Y		
	110-5170-325	SOFTWARE	102.17	2,000	1,897.83		
	110-5170-562	TRAVEL & TRAINING	2,189.90	5,000	1,628.61		
	110-5170-571	DUES & MEMBERSHIPS	249.00	500	151.00		
	110-5170-854	WIDE AREA NETWORK WIRING A	176.16	2,161	575.44		
	110-5211-232	POLICE PENSION CONTRIBUTIO	63,083.76	853,439	17,886.78		
	110-5211-319	MISCELLANEOUS SUPPLIES	18.55	2,000	611.06- Y		
	110-5211-531	POSTAGE	79.48	2,500	1,023.60		
	110-5211-550	PRINTING & BINDING	64.20	1,800	716.99		
	110-5211-579	MISC OTHER PURCHASED SERVI	202.67	5,000	2,240.81		
	110-5212-319	MISCELLANEOUS SUPPLIES	334.90	4,000	2,290.73		
	110-5213-319	MISCELLANEOUS SUPPLIES	398.29	6,000	1,735.00		
	110-5214-579	MISC OTHER PURCHASED SERVI	147.50	750	432.88		
	110-5221-316	TOOLS & EQUIPMENT	2,051.80	9,300	4,436.86		
	110-5221-562	TRAVEL & TRAINING	4,661.54	27,500	4,522.98		
	110-5222-319	MISCELLANEOUS SUPPLIES	20.00	100	32.85- Y		
	110-5222-533	CELLULAR PHONE	730.14	7,000	198.45- Y		
	110-5222-535	RADIOS	374.00	6,000	1,903.15		
	110-5223-316	TOOL & EQUIPMENT	75.00	500	88.28- Y		
	110-5223-319	MISCELLANEOUS SUPPLIES	78.00	1,000	7.73- Y		
	110-5223-326	FUEL	5,679.60	55,000	8,701.57		
	110-5223-434	REPAIR OF VEHICLES	825.39	20,000	3,567.39		
	110-5224-316	TOOLS & EQUIPMENT	100.00	1,000	638.40		
	110-5224-322	ELECTRICITY	163.38	1,000	347.54		
	110-5224-410	UTILITY SERVICES	130.15	2,300	925.75		
	110-5224-432	REPAIR OF BUILDINGS	51.77	15,000	1,902.03		
	110-5224-435	ELEVATOR SERVICE AGREEMEN	795.00	6,400	925.28		
	110-5229-821	INTERGOVERNMENTAL EXPENDIT	10,613.00	200,000	109,560.44		
	110-5241-233	FIREFIGHTERS PENSION CONTR	72,307.01	967,249	17,737.56		
	110-5241-311	OFFICE SUPPLIES	78.10	2,500	548.01		
	110-5241-312	CLEANING SUPPLIES	282.99	3,500	136.65		
	110-5241-313	MEDICAL & SAFETY SUPPLIES	104.50	6,000	2,567.23		
	110-5241-315	UNIFORMS & CLOTHING	2,040.65	15,000	5,778.19		
	110-5241-316	TOOLS & EQUIPMENT	306.67	6,000	2,029.33		
	110-5241-318	VEHICLE PARTS	450.00	6,000	4,621.66		
	110-5241-319	MISCELLANEOUS SUPPLIES	270.12	7,500	4,368.09		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	110-5241-321	NATURAL GAS & ELECTRIC	1,301.96	15,000	5,976.20		
	110-5241-326	FUEL	2,248.23	18,500	4,165.32		
	110-5241-433	REPAIR OF MACHINERY	99.86	3,000	824.00		
	110-5241-434	REPAIR OF VEHICLES	460.83	15,000	390.81		
	110-5241-531	POSTAGE	16.04	300	102.33		
	110-5241-532	TELEPHONE	240.27	5,000	561.35		
	110-5241-535	RADIOS	89.87	10,000	5,261.23		
	110-5241-571	DUE & MEMBERSHIPS	20.00	1,500	342.50		
	110-5241-814	PRINT/COPY MACH LEASE & MA	60.19	1,500	1,138.22		
	110-5261-532	TELEPHONE	250.18	2,500	342.82		
	110-5261-562	TRAVEL & TRAINING	421.02	2,500	1,369.82		
	110-5310-340	BOOKS & PERIODICALS	75.00	500	191.50		
	110-5310-519	OTHER PROFESSIONAL SERVICE	208.00	3,000	193.84		
	110-5320-311	OFFICE SUPPLIES	31.22	2,000	1,234.08		
	110-5320-312	CLEANING SUPPLIES	241.02	2,250	194.37		
	110-5320-313	MEDICAL & SAFETY SUPPLIES	134.58	1,500	1,360.80-	Y	
	110-5320-316	TOOLS AND EQUIPMENT	352.08	2,000	1,609.06-	Y	
	110-5320-318	VEHICLE PARTS	334.16	25,000	13,980.13		
	110-5320-319	MISCELLANEOUS SUPPLIES	285.76	10,000	12,592.02-	Y	
	110-5320-326	FUEL	3,296.90	35,000	8,348.84		
	110-5320-359	OTHER STREET MAINT SUPPLIE	676.43	35,000	206.49-	Y	
	110-5320-363	BACKFILL AND SURFACE MATER	751.40	10,000	831.49		
	110-5320-410	UTILITY SERVICES	44.58	1,000	273.08		
	110-5320-433	REPAIR OF MACHINERY	2,869.83	12,500	6,448.88-	Y	
	110-5320-532	TELEPHONE	334.05	5,000	670.61		
	110-5320-562	TRAVEL & TRAINING	163.50	3,975	2,312.27		
	110-5320-742	VEHICLES	6,608.00	90,619	15,547.38		
	110-5323-351	CONCRETE	469.45	20,000	2,859.24		
	110-5326-321	NATURAL GAS & ELECTRIC (CI	98.22	150,000	26,779.16		
	110-5326-322	ELECTRIC	328.76	6,000	3,211.43		
	110-5331-318	VEHICLE PARTS	2,855.99	5,000	2,139.31-	Y	
	110-5335-410	UTILITY SERVICES	31.67	500	214.97		
	110-5335-421	DISPOSAL SERVICES	15,606.00	30,000	7,413.13-	Y	
	110-5370-316	TOOLS & EQUIPMENT	116.83	2,000	136.80-	Y	
	110-5370-319	MISCELLANEOUS SUPPLIES	37.95	2,000	897.02		
	110-5381-312	CLEANING SUPPLIES	7.52	2,500	378.75		
	110-5381-460	OTHER PROP MAINT SERVICES	50.00	1,000	725.00		
	110-5381-534	PAGERS	11.30	150	70.90		
	110-5383-321	NATURAL GAS & ELECTRIC	101.20	6,000	2,111.92		
	110-5383-410	UTILITY SERVICES	37.34	500	197.72		
	110-5384-319	MISCELLANEOUS SUPPLIES	162.61	1,500	164.69		
	110-5386-460	OTHER PROP MAINT SERVICES	17,650.00	18,000	41.45-	Y	
	110-5388-321	NATURAL GAS & ELECTRIC	14.89	300	176.84		
	110-5511-316	TOOLS & EQUIPMENT	41.97	8,000	3,555.36		
	110-5511-326	FUEL	401.43	10,000	629.93-	Y	
	110-5512-433	REPAIR OF MACHINERY	5.90	1,500	287.59		
	110-5512-803	SALES TAX REMITTANCE	35.00	2,500	565.00-	Y	
	110-5521-410	UTILITY SERVICES	46.16	1,000	573.56		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	110-5541-319	MISCELLANEOUS SUPPLIES	122.47	10,000	7,676.32-	Y	
	110-5541-321	NATURAL GAS & ELECTRIC	781.47	16,500	6,938.51		
	110-5541-410	UTILITY SERVICES	26.54	6,000	4,991.12-	Y	
	110-5541-432	REPAIR OF BUILDINGS	40.95	5,000	2,555.12		
	110-5542-319	MISCELLANEOUS SUPPLIES	100.00	1,000	3,031.04-	Y	
	110-5544-321	NATURAL GAS & ELECTRIC (CI	47.99	300	30.83-	Y	
	110-5551-319	MISCELLANEOUS SUPPLIES	100.00	2,000	1,623.67-	Y	
	110-5551-321	NATURAL GAS & ELECTRIC (CI	44.99	5,500	3,060.33		
	110-5552-319	MISCELLANEOUS SUPPLIES	100.00	2,500	3,036.07-	Y	
	110-5552-321	NATURAL GAS & ELECTRIC (CI	62.60	5,500	2,572.90		
	110-5553-319	MISCELLANEOUS SUPPLIES	307.19	3,000	1,585.59-	Y	
	110-5553-321	NATURAL GAS & ELECTRIC (CI	39.83	2,500	1,563.85		
	110-5554-321	NATURAL GAS & ELECTRIC (CI	60.29	500	176.92		
	110-5556-319	MISCELLANEOUS SUPPLIES	100.00	4,000	2,994.32		
	110-5556-321	NATURAL GAS & ELECTRIC	108.69	1,500	857.85-	Y	
	110-5561-319	MISCELLANEOUS SUPPLIES	887.26	3,000	1,010.31		
	110-5561-450	CONSTRUCTION SERVICES	1,654.70	4,000	2,028.26		
	110-5563-317	CONCESSION & SOUVENIR SUPP	127.00	28,000	8,547.72		
	110-5563-532	TELEPHONE	57.43	800	396.51		
	110-5651-519	OTHER PROFESSIONAL SERVICE	10,200.00	42,500	21,033.89		
	110-5716-817	SERIES 2003 LIBRARY REFUND	76,167.65	81,485	425.15-	Y	
	110-5912-822	TRANSFER TO LIBRARY FUND	32,629.70	402,625	555.65-	Y	
	122-5653-321	NATURAL GAS & ELECTRIC (CI	100.80	2,500	1,694.51		
	122-5653-532	TELEPHONE	209.03	3,000	960.23		
	122-5653-540	ADVERTISING	174.00	20,000	2,894.19-	Y	
	122-5653-571	DUES & MEMBERSHIPS	175.63	750	974.63-	Y	
	122-5653-572	COMMUNITY PROMOTION & RELA	98.34	1,000	352.58		
	122-5653-814	PRINTING & COPY MACHINE MA	4,900.00	0	4,900.00-	Y	
	122-5653-825	TOURISM GRANTS	19,500.00	75,000	5,118.08-	Y	
	123-5584-834	ENTERTAINMENT	294.00	40,000	12,710.99		
	123-5586-316	TOOLS & EQUIPMENT	242.81	4,000	3,438.08		
	123-5586-519	OTHER PROFESSIONAL FEES	4,956.00	1,000	3,956.00-	Y	
	123-5586-540	ADVERTISING	2,294.00	3,000	1,945.78-	Y	
	125-5150-250	WORKERS' COMPENSATION	136,396.00	560,000	401,673.92		
	125-5150-519	OTHER PROFESSIONAL SERVICE	1,897.00	10,000	7,848.00		
	128-5654-825	TIF GRANTS	3,200.00	38,000	10,665.29-	Y	
	128-5800-821	SHARED INCREMENT (20%)	20,169.43	35,000	9,586.41		
	150-5800-821	SHARED INCREMENT (20%)	141.00	0	177.91-	Y	
	150-5800-822	PROPERTY TAX REIMBURSEMENT	97.46	0	97.46-	Y	
	211-4466-021	PERMITS & TAPPI*NON-EXPENS	126.97	5,000-	1,283.03		
	211-5351-319	MISCELLANEOUS SUPPLIES	88.01	200	19.99-	Y	
	211-5351-322	ELECTRICITY	5.20	100	59.30		
	211-5353-311	OFFICE SUPPLIES	50.94	500	38.31		
	211-5353-314	CHEMICALS	8,993.72	190,000	24,348.96		
	211-5353-319	MISCELLANEOUS SUPPLIES	546.82	12,500	3,167.64		
	211-5353-322	ELECTRICITY	4,229.19	55,000	23,072.00		
	211-5353-378	PLANT MTCE & REPAIR	205.65	2,500	387.97		
	211-5353-379	OTHER WATER MNTCE MATERIAL	18.34	500	333.44		

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110-110	CITY COUNCIL	1,117.89
110-120	CITY CLERK	1,113.88
110-130	CITY ADMINISTRATOR	346.09
110-150	FINANCIAL ADMINISTRATION	621.57
110-160	LEGAL SERVICES	129.98
110-170	COMPUTER INFO SYSTEMS	2,717.23
110-211	POLICE ADMINISTRATION	63,448.66
110-212	CRIMINAL INVESTIGATION	334.90
110-213	PATROL	398.29
110-214	K-9 SERVICE	147.50
110-221	POLICE TRAINING	6,713.34
110-222	COMMUNICATION SERVICES	1,124.14
110-223	AUTOMOTIVE SERVICES	6,657.99
110-224	POLICE BUILDINGS	1,240.30
110-229	AREA CRIME TASK FORCE	10,613.00
110-241	FIRE PROTECTION ADMIN.	80,377.29
110-261	CODE ENFORCEMENT ADMIN	671.20
110-310	PUBLIC WORKS ADMIN	283.00
110-320	STREETS	16,123.51
110-323	SIDEWALKS & CROSSWALKS	469.45
110-326	STREET LIGHTING	426.98
110-331	STREET CLEANING	2,855.99
110-335	YARD WASTE COLLECTION	15,637.67
110-370	CONSTRUCTION INSPECTION	154.78
110-381	CUSTODIAL SERVICES	68.82
110-383	BURGESS OSBORNE	138.54
110-384	RAILROAD DEPOT	162.61
110-386	TREE MAINTENANCE	17,650.00
110-388	GARMENT FACTORY	14.89
110-511	PARK ADMINISTRATION	443.40
110-512	LAKE ADMINISTRATION	40.90
110-521	DEMARS CENTER	46.16
110-541	PETERSON PARK	971.43
110-542	LAWSON PARK	100.00
110-544	CUNNINGHAM PARK	47.99
110-551	BOYS COMPLEX	144.99
110-552	GIRLS COMPLEX	162.60
110-553	JR FOOTBALL COMPLEX	347.02
110-554	LITTLE KINZEL PARK	60.29
110-556	T-BALL COMPLEX	208.69
110-561	EAST CAMPGROUND	2,541.96
110-563	MARINA AREA	184.43
110-651	ECONOMIC DEVELOPMENT	10,200.00
110-716	GENERAL OBLIGATION BONDS	76,167.65
110-912	INTRFND TRANSFRS - LIBRARY	32,629.70

110 TOTAL	GENERAL FUND	356,056.70
122-653	HOTEL TAX ADMINISTRATION	25,157.80

122 TOTAL	HOTEL TAX FUND	25,157.80
123-584	BAGELFEST	294.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
123-586	LIGHTWORKS	7,492.81

123 TOTAL	FESTIVAL MGMT FUND	7,786.81

125-150	FINANCIAL ADMINISTRATION	138,293.00

125 TOTAL	INSURANCE & TORT JGDMNT	138,293.00

128-654	TIF GRANTS	3,200.00
128-800	SHARED INCREMENT	20,169.43

128 TOTAL	MIDTOWN TIF FUND	23,369.43

150-800	SHARED INCREMENT	238.46

150 TOTAL	I-57 EAST TIF DISTRICT	238.46

211	NON-DEPARTMENTAL	126.97
211-351	RESERVOIRS & WTR SOURCES	93.21
211-353	WATER TREATMENT PLANT	18,244.70
211-354	WATER DISTRIBUTION	31,673.78
211-355	ACCOUNTING & COLLECTION	3,674.00
211-356	ADMINISTRATIVE & GENERAL	15.62

211 TOTAL	WATER FUND	53,828.28

212-342	SEWER COLLECTION SYSTEM	25,173.23
212-343	SEWER LIFT STATIONS	508.77
212-344	WASTEWATER TREATMNT PLANT	22,895.99
212-345	ACCOUNTING & COLLECTION	3,572.26
212-346	ADMINISTRATIVE & GENERAL	848.00

212 TOTAL	SEWER FUND	52,998.25

213-361	MAINTENANCE & OPERATIONS	280.09

213 TOTAL	CEMETERY FUND	280.09

** TOTAL **		658,008.82

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
801 Club Illini Renovations	100 TIF GRANTS	3,200.00
	** PROJECT 801 TOTAL **	3,200.00

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: 1/16/2008 THRU 1/31/2008

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000250	CARLE CLINIC ASSOC	I-200801244110	221 5413-211	MEDICAL CLAIM: CARLE CLINIC ASSOC		605503	358.18
01-000250	CARLE CLINIC ASSOC	I-200801314197	221 5413-211	MEDICAL CLAIM: CARLE CLINIC ASSOC		605526	51.12
01-000251	CHRISTIE CLINIC ASSOC	I-200801244112	221 5413-211	MEDICAL CLAIM: CHRISTIE CLINIC ASSO		605505	277.50
01-000252	MARIA HORVAT MD	I-200801174039	221 5413-211	MEDICAL CLAIM: MARIA HORVAT MD		605488	218.40
01-000252	MARIA HORVAT MD	I-200801244118	221 5413-211	MEDICAL CLAIM: MARIA HORVAT MD		605511	224.15
01-000252	MARIA HORVAT MD	I-200801314203	221 5413-211	MEDICAL CLAIM: MARIA HORVAT MD		605532	31.25
01-000253	IN HOME MEDICAL	I-200801174040	221 5413-211	MEDICAL CLAIM: IN HOME MEDICAL		605489	46.04
01-000254	LAKELAND RADIOLOGISTS	I-200801174044	221 5413-211	MEDICAL CLAIM: LAKELAND RADIOLOGIST		605493	297.40
01-000254	LAKELAND RADIOLOGISTS	I-200801244121	221 5413-211	MEDICAL CLAIM: LAKELAND RADIOLOGIST		605514	632.73
01-000254	LAKELAND RADIOLOGISTS	I-200801314205	221 5413-211	MEDICAL CLAIM: LAKELAND RADIOLOGIST		605534	207.93
01-000255	SARAH BUSH-HEALTH INS	I-200801174048	221 5413-211	MEDICAL CLAIM: SARAH BUSH-HEALTH IN		605497	13,133.65
01-000255	SARAH BUSH-HEALTH INS	I-200801174049	221 5413-211	MEDICAL CLAIM: SARAH BUSH-HEALTH IN		605498	46.04
01-000255	SARAH BUSH-HEALTH INS	I-200801244125	221 5413-211	MEDICAL CLAIM: SARAH BUSH-HEALTH IN		605518	3,411.17
01-000255	SARAH BUSH-HEALTH INS	I-200801314208	221 5413-211	MEDICAL CLAIM: SARAH BUSH-HEALTH IN		605537	9,433.69
01-000256	SBL PHYSICIAN BILLING	I-200801174050	221 5413-211	MEDICAL CLAIM: SBL PHYSICIAN BILLIN		605499	2,229.36
01-000256	SBL PHYSICIAN BILLING	I-200801244126	221 5413-211	MEDICAL CLAIM: SBL PHYSICIAN BILLIN		605519	2,989.13
01-000256	SBL PHYSICIAN BILLING	I-200801314209	221 5413-211	MEDICAL CLAIM: SBL PHYSICIAN BILLIN		605538	1,362.40
01-000257	SELVIDGE CHIROPRACTIC	I-200801314210	221 5413-211	MEDICAL CLAIM: SELVIDGE CHIROPRACTI		605539	40.02
01-000262	JAMES WILLIAMS CHIROP	I-200801174041	221 5413-211	MEDICAL CLAIM: JAMES WILLIAMS CHIRO		605490	57.44
01-000265	JAMES KOHLMANN	I-200801174043	221 5413-211	MEDICAL CLAIM: JAMES KOHLMANN		605492	402.90
01-000278	LABCORP OF AMERICA HOL	I-200801244120	221 5413-211	MEDICAL CLAIM: LABCORP OF AMERICA H		605513	16.62
01-000285	CARLE FOUNDATION	I-200801314198	221 5413-211	MEDICAL CLAIM: CARLE FOUNDATION		605527	30.00
01-000295	FAMILY CARE ASSOC	I-200801174037	221 5413-211	MEDICAL CLAIM: FAMILY CARE ASSOC		605486	71.40
01-000308	LELAND E MCNEILL MD	I-200801174045	221 5413-211	MEDICAL CLAIM: LELAND E MCNEILL MD		605494	4.00
01-000309	MITCHELL JERDAN AMB SE	I-200801244123	221 5413-211	MEDICAL CLAIM: MITCHELL JERDAN AMB		605516	213.69
01-000309	MITCHELL JERDAN AMB SE	I-200801314206	221 5413-211	MEDICAL CLAIM: MITCHELL JERDAN AMB		605535	75.57
01-000311	UROLOGY ASSOCIATES	I-200801174053	221 5413-211	MEDICAL CLAIM: UROLOGY ASSOCIATES		605502	557.50
01-000311	UROLOGY ASSOCIATES	I-200801244130	221 5413-211	MEDICAL CLAIM: UROLOGY ASSOCIATES		605523	146.40
01-000325	CARL JOHNSON MD	I-200801244119	221 5413-211	MEDICAL CLAIM: CARL JOHNSON MD		605512	11.26

VENDOR SET: 01 CITY OF MATTOON
FUND : 221 HEALTH INSURANCE FUND
DEPARTMENT: 413 MEDICAL CLAIMS
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 1/16/2008 THRU 1/31/2008
BUDGET TO USE: CB-CURRENT BUDGET

BANK: PCBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000327	PRAIRIE CARDIOVASCULAR	I-200801174046	221 5413-211	MEDICAL CLAIM: PRAIRIE CARDIOVASCUL	605495	63.36	
01-000327	PRAIRIE CARDIOVASCULAR	I-200801314207	221 5413-211	MEDICAL CLAIM: PRAIRIE CARDIOVASCUL	605536	69.60	
01-000328	WILLIAM G SCHUBERT MD	I-200801174051	221 5413-211	MEDICAL CLAIM: WILLIAM G SCHUBERT M	605500	159.60	
01-000328	WILLIAM G SCHUBERT MD	I-200801244127	221 5413-211	MEDICAL CLAIM: WILLIAM G SCHUBERT M	605520	154.15	
01-000330	SUPERIOR MEDICAL EQUIP	I-200801314211	221 5413-211	MEDICAL CLAIM: SUPERIOR MEDICAL EQU	605540	50.01	
01-000334	SIU PHYSICIANS	I-200801244128	221 5413-211	MEDICAL CLAIM: SIU PHYSICIANS	605521	2,640.42	
01-000374	REGIONAL FOOT CENTER L	I-200801174047	221 5413-211	MEDICAL CLAIM: REGIONAL FOOT CENTER	605496	135.00	
01-000379	SPRINGFIELD RADIOLOGIS	I-200801174052	221 5413-211	MEDICAL CLAIM: SPRINGFIELD RADIOLOG	605501	8.74	
01-000569	EFFINGHAM OPHTHALMOLOGY	I-200801244116	221 5413-211	MEDICAL CLAIM: EFFINGHAM OPHTHALMOLO	605509	5.33	
01-000579	LABORATORY CORP OF AME	I-200801314204	221 5413-211	MEDICAL CLAIM: LABORATORY CORP OF A	605533	29.02	
01-000723	CARLE PHYSICIAN SERVIC	I-200801174035	221 5413-211	MEDICAL CLAIM: CARLE PHYSICIAN SERV	605484	17.10	
01-000723	CARLE PHYSICIAN SERVIC	I-200801244111	221 5413-211	MEDICAL CLAIM: CARLE PHYSICIAN SERV	605504	70.00	
01-000723	CARLE PHYSICIAN SERVIC	I-200801314199	221 5413-211	MEDICAL CLAIM: CARLE PHYSICIAN SERV	605528	1,196.36	
01-000772	DECATUR RADIOLOGY PHYS	I-200801244113	221 5413-211	MEDICAL CLAIM: DECATUR RADIOLOGY PH	605506	37.76	
01-000944	PRAIRIE EYE CENTER	I-200801244124	221 5413-211	MEDICAL CLAIM: PRAIRIE EYE CENTER	605517	400.08	
01-001307	GULF CARDIOLOGY ASSOCI	I-200801174038	221 5413-211	MEDICAL CLAIM: GULF CARDIOLOGY ASSO	605487	997.27	
01-001307	GULF CARDIOLOGY ASSOCI	I-200801314202	221 5413-211	MEDICAL CLAIM: GULF CARDIOLOGY ASSO	605531	41.13	
01-001312	GIBSON AREA HOSPITAL	I-200801314201	221 5413-211	MEDICAL CLAIM: GIBSON AREA HOSPITAL	605530	60.00	
01-001920	DVA LABORATORY SERVICE	I-200801244115	221 5413-211	MEDICAL CLAIM: DVA LABORATORY SERVI	605508	746.94	
01-001921	LEARY AND JESSER INC	I-200801244122	221 5413-211	MEDICAL CLAIM: LEARY AND JESSER INC	605515	56.63	
01-001922	THE CLEVELAND CLINIC	I-200801244129	221 5413-211	MEDICAL CLAIM: THE CLEVELAND CLINIC	605522	254.34	
01-001923	WILLIAM R PAGE MD INC	I-200801244131	221 5413-211	MEDICAL CLAIM: WILLIAM R PAGE MD IN	605524	36.49	
01-017610	RODNEY G FLEMING OD	I-200801244117	221 5413-211	MEDICAL CLAIM: RODNEY G FLEMING OD	605510	69.76	
01-029880	KOHLI NEUROLOGY CENTER	I-200801174042	221 5413-211	MEDICAL CLAIM: KOHLI NEUROLOGY CENT	605491	151.72	
01-050850	DR ZAVERI & ASSOCIATES	I-200801174036	221 5413-211	MEDICAL CLAIM: DR ZAVERI & ASSOCIAT	605485	1,509.98	
01-050850	DR ZAVERI & ASSOCIATES	I-200801244114	221 5413-211	MEDICAL CLAIM: DR ZAVERI & ASSOCIAT	605507	23.23	
01-050850	DR ZAVERI & ASSOCIATES	I-200801314200	221 5413-211	MEDICAL CLAIM: DR ZAVERI & ASSOCIAT	605529	11.26	
DEPARTMENT 413 MEDICAL CLAIMS						TOTAL:	45,572.22

VENDOR SET: 01 CITY OF MATTOON
 FUND : 221 HEALTH INSURANCE FUND
 DEPARTMENT: 414 RX CLAIMS
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
 PAY DATE RANGE: 1/16/2008 THRU 1/31/2008
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: PCBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000258	CAREMARK INC	I-200801244132	221 5414-211	RX CLAIMS	: CAREMARK INC	605525	13,648.26
01-000258	CAREMARK INC	I-200801314212	221 5414-211	RX CLAIMS	: CAREMARK INC	605541	15,194.73
DEPARTMENT 414 RX CLAIMS						TOTAL:	28,842.99

VENDOR SET 221 HEALTH INSURANCE FUND TOTAL: 74,415.21

REPORT GRAND TOTAL: 74,415.21

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2007-2008	221-5413-211	MEDICAL CLAIMS	45,572.22	1,050,000	298,400.18		
	221-5414-211	RX CLAIMS	28,842.99	460,000	134,170.60		
		TOTAL:	74,415.21				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-413	MEDICAL CLAIMS	45,572.22
221-414	RX CLAIMS	28,842.99
221 TOTAL	HEALTH INSURANCE FUND	74,415.21
	** TOTAL **	74,415.21

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON
 FUND : 221 HEALTH INSURANCE FUND
 DEPARTMENT: 412 HEALTH PLAN ADMIN
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
 PAY DATE RANGE: 1/16/2008 THRU 1/31/2008
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: DDBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL	I-200801304190	221 5412-211	HEALTH PLAN A:	DELTA DENTAL	000000	1,296.00
DEPARTMENT 412 HEALTH PLAN ADMIN						TOTAL:	1,296.00
01-000276	DELTA DENTAL	I-200801154013	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	860.80
01-000276	DELTA DENTAL	I-200801234104	221 5415-211	DENTAL CLAIMS:	DENTAL CLAIMS 1/17-2	000000	911.30
01-000276	DELTA DENTAL	I-200801304190	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	349.40
DEPARTMENT 415 DENTAL CLAIMS						TOTAL:	2,121.50
VENDOR SET 221 HEALTH INSURANCE FUND						TOTAL:	3,417.50
REPORT GRAND TOTAL:							3,417.50

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2007-2008	221-5412-211	HEALTH PLAN ADMINISTRATION	1,296.00	160,000	56,202.97		
	221-5415-211	DENTAL CLAIMS	2,121.50	80,000	21,335.79		
		TOTAL:	3,417.50				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	1,296.00
221-415	DENTAL CLAIMS	2,121.50
221 TOTAL	HEALTH INSURANCE FUND	3,417.50
** TOTAL **		3,417.50

NO ERRORS

Packet: 10966 - Refunds From Zone zz

G/L POSTING DATE: 1/18/2008

ACCOUNT	NAME	DATE	TYPE	CHECK		DEPOSIT		MESSAGE
				NUMBER	AMOUNT	CODE	RECEIPT	
04-03700-15	COBB, JOY L	1/18/08	FINAL BILL	92204	14.70CR	100	32060	60.00CR
04-19600-11	FIZER, ROSANNE L	1/18/08	FINAL BILL	92205	26.29CR	100	31256	60.00CR
05-06500-05	CUMMINGS, JASON	1/18/08	FINAL BILL	92206	26.29CR	100	30555	60.00CR
05-12400-10	JANSSEN, HAROLD E	1/18/08	FINAL BILL	92207	56.57CR	100	32946	60.00CR
09-17500-03	ADAMS, KATHRYN A	1/18/08	FINAL BILL	92208	51.10CR	100	32839	60.00CR
11-08300-11	KOOP, RYAN	1/18/08	FINAL BILL	92209	46.36CR	100	32087	60.00CR
11-11100-10	VANNOY, RONDA M	1/18/08	FINAL BILL	92210	14.09CR	100	32829	60.00CR
11-22910-15	GOSNELL, KARYN J	1/18/08	FINAL BILL	92211	20.82CR	100	32478	60.00CR
19-24910-06	ELLIOTT, BETH Y	1/18/08	FINAL BILL	92212	46.88CR	100	31634	60.00CR
20-05110-08	COLBERT, MEGAN N	1/18/08	FINAL BILL	92213	47.42CR	100	32477	60.00CR
20-17700-07	FOX, SHARON & MALCOL	1/18/08	FINAL BILL	92214	54.82CR	100	32882	60.00CR
23-08500-04	SMEATHERS, DEBRA S	1/18/08	FINAL BILL	92215	51.16CR	100	31653	60.00CR
23-11200-08	UELEKE, CHARLES T	1/18/08	FINAL BILL	92216	22.84CR	100	29012	60.00CR
25-04300-07	MOORE, ROBERT E	1/18/08	FINAL BILL	92217	56.81CR	100	32953	60.00CR
27-23850-01	BOOKER, DAWN	1/18/08	FINAL BILL	92218	21.79CR	100	24956	40.00CR
28-17400-08	FARRIS, JODI L	1/18/08	FINAL BILL	92219	49.48CR	100	32816	60.00CR
30-04610-04	DYER, SHARON K	1/18/08	FINAL BILL	92220	22.42CR	100	27508	60.00CR
31-11000-06	BROADWAY BEEF HOUSE INC	1/18/08	FINAL BILL	92221	15.14CR	100	31683	100.00CR
32-04600-01	TAYLOR, RANDY	1/18/08	FINAL BILL	92222	55.89CR	100	32847	60.00CR
34-09900-03	CLODFELDER, JAMES F	1/18/08	FINAL BILL	92223	10.41CR	000		0.00
35-12000-04	SMETHERS, LYLE E	1/18/08	FINAL BILL	92224	56.65CR	100	31519	60.00CR
36-12110-12	WHEELER, BLAKE I	1/18/08	FINAL BILL	92225	23.94CR	100	32544	60.00CR
41-00300-15	KIM, TAE EUN	1/18/08	FINAL BILL	92226	23.17CR	100	32459	60.00CR
41-01700-12	LARSON, STEVEN A	1/18/08	FINAL BILL	92227	56.27CR	100	32514	60.00CR

		-----CHECK-----			-----DEPOSIT-----				
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	NUMBER	---AMOUNT---	CODE	-RECEIPT-	--AMOUNT--	---MESSAGE---
41-03610-08	ROE, KATELYN	1/18/08	FINAL BILL	92228	28.22CR	100	32472	30.00CR	
							100 32472	30.00CR	
41-04100-13	SULLIVAN, CHELSEY M	1/18/08	FINAL BILL	92229	31.26CR	100	32481	60.00CR	
41-20100-12	OWEN, COURTNEY B	1/18/08	FINAL BILL	92230	6.77CR	100	32475	60.00CR	

		-----CHECK-----			-----DEPOSIT-----				
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	NUMBER	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT---	---MESSAGE---
20-06010-11	DAVIS, VICKI L	1/29/08	FINAL BILL	92272	53.38CR	100	31952	60.00CR	
39-02560-03	KAISER, AMY L	1/29/08	FINAL BILL	92273	24.40CR	100	30683	60.00CR	

		-----CHECK-----			-----DEPOSIT-----				
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	NUMBER	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT---	---MESSAGE---
01-10200-09	LUZAR, BARBARA E	1/31/08	FINAL BILL	92392	30.18CR	100	28124	60.00CR	
24-17500-02	DELGADILLO, ISAAC	1/31/08	FINAL BILL	92393	55.51CR	100	27202	60.00CR	

NEW BUSINESS:

**City of Mattoon
Council Decision Request**

MEETING DATE: 2/4/08 CDR NO: 2008-841 SUBJECT:
Guaranteed Energy Savings
Contract

SUBMITTAL DATE: 1/30/08

SUBMITTED BY: J. Preston Owen, City Attorney & Treasurer

EXHIBITS (If applicable) Request for Proposals for Guaranteed Energy Savings
Contract

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$ 0	BUDGETED: \$ 0	REQUIRED: \$ 0

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

“I move to approve the attached Request for Proposals for
Guaranteed Energy Savings Contract.”

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

With the increase in rates for gas and electricity over the last few years, the City has been looking for ways to reduce our expenses through the reduction of our energy consumption. Lake Land College has recently implemented a proactive approach that consists of inviting firms specializing in energy conservation to come and visit all their facilities and then present proposals on how to reduce its' expenditures and conserve energy.

The City of Mattoon is interested in implementing this same process throughout its' building and facilities. The City has many different buildings and processes that will be examined to determine if there are upgrades or other conservation projects available that will save the City money and conserve energy. Each of the different bidders will examine all the City's facilities and present the results of their examination as well as their proposals for upgrades or conservation projects. The City Council will then review the different projects, their costs and benefits and decide which are cost effective for implementation by the City.

Under the Local Government Energy Conservation Act, each qualified bidder will guarantee that the savings realized by the City will cover the costs of the upgrades or projects within ten years. The end results, the bidder is guaranteeing that the upgrades or projects will pay for themselves within ten years. The winning bidder will required to submit a bond for any short-fall in the projected energy savings versus the energy savings actually realized by the City.

Any upfront expenditure for the upgrades and conservation projects will be made in the next budget year, with the bulk of the expenditures coming from the savings generated by the upgrades.

Request For Proposals

For

Guaranteed Energy Savings Contract

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

Proposals are Due By 10:00 a.m. on April 3, 2008

Section I

Table of Contents

Section II	Advertisement for Bids
Section III	Instructions for Bidders
Section IV	Bonds and Certificates
Section V	Conditions of the Contract
Section VI	Guaranteed Energy Savings Contracts

Section II

Request for Proposals

The City of Mattoon will receive sealed proposals for a Guaranteed Energy Savings Contract, as authorized by the Local Government Energy Conservation Act (50 ILCS 515 et. seq.).

Proposals will be received until **10:00 a.m. Central Standard Time on Thursday, April 3, 2008** in the office of the City Clerk of Mattoon, Mattoon City Hall, 208 North 19th Street, Mattoon, IL 61938. Proposals received after this time will not be accepted. The City will review and evaluate written proposals in response to this RFP in accordance with the evaluation criteria identified in the Request for Proposal Documents. The Request for Proposal Documents/Requirements may be obtained from the office of the City Clerk of Mattoon, Mattoon City Hall, 208 North 19th Street, Mattoon, IL 61938 or by calling (217) 235-5654.

The Mattoon City Council reserves the right to waive any and all irregularities and/or reject any or all of the Proposals, either in whole or part.

Alan Gilmore
Mattoon City Administrator.

Section III

Instructions to Presenters

A. DEFINITIONS

1. City of Mattoon City Council will be hereinafter referred to in these documents as “Owner” and all correspondence shall be addressed to: Susan J. O’Brien, City Clerk, City of Mattoon, Mattoon City Hall, 208 North 19th Street, Mattoon IL 61938.
2. A Presenter is a person or entity who submits a Proposal to the Owner.
3. An Energy Service Company (“ESCO”) is a full service individual or corporation accredited by and in good standing with the National Association of Energy Service.
4. Request for Proposal Documents include the Request for Proposal Advertisement, Instructions to Presenters, Proposal Forms and supplements, and Addenda.
5. A Proposal is a complete and properly signed proposal to provide the goods and services for the sums stipulated therein, submitted in accordance with the Request for Proposal Documents.
6. Contract Documents include these Request for Proposal documents, any Contract forms, Addenda, and modifications.
7. An Agreement is a written agreement between the Owner and a Contractor setting forth the obligations of the parties thereunder, including but not limited to the provision of the specified goods and materials, the basis of payment and the contract time.
8. A Contractor is anyone entering into a lawful agreement with the Owner. For the purposes of this request for proposal it shall refer to the successful Presenter who enters into a lawful Guaranteed Energy Cost Savings Contract with the Owner.
9. A Base Price is the sum stated in the Proposal for which the Presenter offers to provide the goods and services described in the Proposal as the base, to which items may be added or from which items maybe deleted for sums stated in Alternates.
10. Alternates are items of work for which an amount shall be stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding changes in the items, as described in the Proposal, are executed.
11. A Unit Price is an amount stated in the Proposal as a price per unit of measurement for goods or services as described in the Proposal.

12. Energy Conservation Measure (ECM), means any improvement , repair, alteration, or betterment of any building or facility owned or operated by a unit of local government or any equipment, fixture, or furnishing to be added to or used in any such building or facility, subject to all applicable building codes, that is designed to reduce energy consumption or operating costs, and may include, without limitation, one or more of the following:
 - a. Insulation of the building structure or systems within the building;
 - b. Storm windows or doors, caulking or weather-stripping, multi-glazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing reductions in glass area, or other window and door system modifications that reduce energy consumption;
 - c. Automated or computerized energy control systems;
 - d. Heating, ventilating or air conditioning system modifications or replacements;
 - e. Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made;
 - f. Indoor air quality improvements to increase air quality that conforms to the applicable state or local building code requirements;
 - g. Energy recovery systems
 - h. Co-generation systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;
 - i. Any safety measures that provide long-term operating cost reductions and are in compliance with state and local codes; or
 - j. Energy Conservation Measures that provide long-term operating cost reductions.
13. Guaranteed Energy Savings Contract means a contract for: (i) the implementation of an energy audit, data collection, and other related analyses preliminary to the undertaking of energy conservation measures; (ii) the evaluation and recommendation of energy conservation measures; (iii) the implementation of one or more energy conservation measures; and (iv) the implementation of project monitoring and data collection to verify post installation energy consumption and energy-related operating costs. The contract shall provide that all payments, except obligations on terminations of the contract before its expiration, are to be made over time

and that the savings are guaranteed to the extent necessary to pay the costs of the energy conservation measures.

14. Operational Savings are expenses eliminated and future replacement expenditures avoided as a result of new equipment installed or services performed.
15. Qualified Provider means a person or business whose employees are experienced and trained in the design, implementation, or installation of energy conservation measures. The minimum training required for any person or employee under this paragraph shall be the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the unit of local government for its faithful performance. The City prefers, but is not requiring, that the Qualified Provider have at least 5 years of experience in performance contracting.
16. Request for Proposals (RFP), is a negotiated procurement.

B. DOCUMENTS

1. Copies of the Request for Proposal Documents may be obtained at the City Clerk of Mattoon, Mattoon City Hall, 208 North 19th Street, Mattoon, IL 61938 or by calling (217) 235-5654.

C. EXAMINATION OF DOCUMENTS

1. Presenters shall examine all documents. Failure to do so will not relieve a successful Presenter of his obligation to provide all labor and materials necessary to carry out the provision of his contract for the sum stated thereon.
2. Each Presenter, by submitting his Proposal represents that he has read and understands the Request for Proposal documents.

D. EXAMINATION OF PREMISES

1. Before submitting proposals for this work, each Presenter will be held to have examined all the premises of Owner and satisfied himself as to the conditions existing and under which he will be obliged to operate, or that will in any manner, affect the work of this contract.
2. No allowance will be made subsequently in this connection in behalf of the contractor for any error or negligence on his part. The contractor agrees to accept the existing conditions as found at the time of signing of contract.

E. VISITING THE SITE

1. Each Presenter is required to visit the site and examine it as stipulated above.

2. Presenters wishing to conduct a self-guided site visit shall give the Owner a minimum of three business days' notification.
3. Presenters wishing to have an Owner's representative(s) present during the site visit shall give a minimum of five business days' notification.
4. Arrangements for site visits may be made by contacting the office of the Director of Public Works, Mattoon City Hall, 208 North 19th Street, Mattoon, IL 61938, (217) 235-5460.
5. The Owner reserves the right to reject requests for site visits.

F. AREAS, QUANTITIES AND MEASUREMENTS

1. The contractor shall be responsible for all areas, quantities, and measurements related to the work to be performed under this contract. No extra charge or compensation shall be allowed the contractor for any error or negligence on his part. The contractor shall visit the job site and acquaint himself with all conditions concerning this work.

G. INTERPRETATIONS DURING PROPOSAL PROCESS

1. If any Presenter is in doubt as to the meaning of any part of the Request for Proposal Documents, they may submit a written request to: David Wortman, Director of Public Works, Mattoon City Hall, 208 North 19th Street, Mattoon, IL 61938, (217) 235-5460.
2. Written requests for interpretations or clarifications must be made no later than three (3) working days prior to the Proposal Due Date specified in the Request for Proposal Advertisement.
3. Any interpretation or change will be made only by Addenda numbered, dated, and issued by the Owner to each Presenter on record as having received a set of Request for Proposal Documents and will be available for inspection in the office of the Director of Public Works. The City of Mattoon will not be responsible for any other explanations or interpretations of the Request for Proposal Documents.
4. Any additional explanation or statement which the Presenter wishes to make must be placed in the same envelope and attached to the proposal. Unless the Presenter so indicates, it is understood that the Presenter has submitted his proposal in strict accordance with the specifications and drawings and has made no modifications or additional stipulations.
5. Proposals shall not contain any recapitulation of the work to be done and no oral, telephone, facsimile or email Proposals or modifications will be considered.

H. QUALIFICATIONS OF PRESENTERS

1. Presenters may be disqualified and their Proposals not considered for any of the following specific reasons:

- a. Reason to believe collusion exists among Presenters.
 - b. The Presenter being interested in any litigation against the Owner.
 - c. The Presenter being in arrears on any existing contract or having defaulted on a previous contract.
 - d. Lack of competency as revealed by the financial statement, experience, and equipment, questionnaires, or qualification statement.
 - e. Uncompleted work, which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.
2. If requested, a Presenter shall submit to the Owner a confidential Financial Statement in a sealed envelope.

I. PREPARATION OF PROPOSAL

1. All Proposals must be submitted in writing utilizing the format specified in Section VI.
2. Oral, telephone, facsimile, electronic mail, or telegraph Proposals will not be accepted.
3. The Presenter shall base the Proposal on work complying with the Request for Proposal Documents.
4. A Proposal containing an alteration or erasure shall be rejected unless the alteration or erasure is corrected as herein provided:
 - a. An alteration or erasure must be crossed out and the correction printed in ink or typewritten adjacent to the alteration or erasure.
 - b. The person signing the Proposal must initial the correction in ink.
5. In the event that any price used in determining the lowest responsible Proposal is expressed by the Presenter in both written and numerical form, the written representation shall govern in all cases.
6. If the Proposal form includes alternates, each Presenter shall Proposal on each alternate. Failure to comply may be cause for rejection.
7. If an individual submits Proposal, he or his duly authorized agent must sign his name. If a firm, association or partnership submits the Proposal, the name, address and title of each member must be given, and an official or duly authorized agent must sign the Proposal. Powers of attorney authorizing agents or others to sign Proposals must be properly certified and must be in writing and submitted with the Proposal.
8. Proposals from individuals or partnerships, if signed by an attorney-in-fact, shall have attached to the Proposal the power of attorney, evidencing the

authority to sign the Proposal. If the Proposal is signed by any other legal entity, the authority of the person signing shall be attached to the Proposal.

J. EXEMPTION FROM SALES TAX ON MATERIALS

1. Owner is exempted from paying any taxes imposed by either the Illinois Use Tax Act or the Illinois Retailer's Occupation Tax Act.

K. IDENTIFICATION AND SUBMITTAL OF PROPOSAL

1. Each Proposal and all papers bound and attached to it shall be placed in an envelope and securely sealed therein. The envelope shall be plainly marked with the following:
 - a. The word "PROPOSAL".
 - b. Name and address of the Presenter.
2. The envelope of the Proposal shall be addressed to:

City of Mattoon
Energy Savings Proposal
c/o Susan J. O'Brien, City Clerk
208 North 19th Street
Mattoon, IL 61938

3. Proposals shall be delivered before the time set for the opening of the Proposals. Proposals arriving by mail or otherwise after the time designated for the opening of Proposals will be returned unopened. Oral, telephone, facsimile, electronic mail, or telegraph Proposals shall not be accepted.

L. MODIFICATION OR WITHDRAWAL OF PROPOSAL

1. A Proposal may not be modified after submittal. Presenters may withdraw a Proposal at any time before opening. A Withdrawal of a Proposal must be made in writing or in person by a Presenter or his duly authorized agent. If a firm, association or partnership wishes to withdraw a Proposal, an official or duly authorized agent must sign the written request or appear in person.
2. Once withdrawn, the Presenter must submit a new Proposal prior to the opening in order to be considered.
3. No Proposal may be withdrawn or modified after the Proposal opening except where the award of the Contract has been delayed beyond 60 days after date of Proposal.

M. OPENING OF PROPOSALS

1. The Proposals submitted will be opened at a time and place suitable for proper evaluation by the Owner and shall remain on file with the Owner.
2. The Owner reserves the right to withhold the award of the Contract or release of information regarding individual proposals for a period of 60

days from the Proposal due date and no award will be made until the Owner is satisfied as to the credentials of the prospective successful Presenter.

3. Until final award of the Contract, the Owner reserves the right to reject any or all Proposals or proceed to do the work otherwise in the best interest of the Owner.

N. EVALUATION AND CONSIDERATION OF PROPOSALS

1. The Owner reserves the right to reject all Proposals or parts of Proposals, and to waive informalities therein.
2. For the purpose of determining the lowest responsible Presenter in the consideration of all Proposals submitted, the Owner reserves the right to accept or reject any or all alternates in the numerical order in which they appear on the Proposal form.

O. DISQUALIFICATION OF PRESENTERS

1. Proposals will not be considered if they show any omissions, additions, alterations of form, conditions not requested unauthorized alternates or irregularities of any kind. However, the Owner reserves the right to waive any irregularities and to make the award in the best interest of the Owner.
2. The Presenter acknowledges the right of the Owner to reject any or all Proposals and to waive any informality or irregularity in any Proposal received. In addition, the Presenter recognizes the right of the Owner to reject a Proposal if the Presenter fails to submit the data required by the Request for Proposal Documents.
3. For the purpose of determining the lowest responsible Presenter in the consideration of all Proposals submitted, the Owner reserves the right to accept or reject any or all alternates which appear on the Proposal form.

P. APPLICABLE LAWS

1. All applicable federal, state and county laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
2. Presenter's signatures shall be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to the Department of Human Rights Act, previously the Illinois Fair Employment Practices Act, Prevailing Wage Act for workers in our area, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

Q. EXECUTION OF THE AGREEMENT

1. The successful Presenter, if awarded the Project, shall sign the necessary Agreements with the Owner and furnish Payment and Performance Bonds and Certificates of Insurance, if required elsewhere in this document, but no such Agreement shall be in force and effect until it is executed by all parties, and the Payment and Performance Bonds and Certificates of Insurance have been approved.
2. Failure to execute and return the Agreement within ten (10) calendar days may result in the rescinding of the Contract award.

R. RECORDS

1. The Contractor shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the Contract shall be available for review and audit, and the Contractor agrees to cooperate fully with any audit conducted and to provide full access to all relevant materials.

Section IV

Bonds and Certificates

A. BID DEPOSIT AND CONTRACT SECURITY

1. No bid security is required.

B. COMPENSATION AND PUBLIC LIABILITY INSURANCE

1. Principal Contractors shall carry sufficient insurance on their workmen to absolutely protect the Owner from any liability or damage resulting to the workmen as provided under the "Workmen's Compensation Act", and "Structural Works Act".
2. The Principal Contractors and all Subcontractors performing services on said site shall take out and furnish to the Owner, and maintain during the life of this Agreement, complete Owner's Protective Liability Insurance in the amounts as specified herein for bodily injury, property damage, liability, or damage resulting to the Workmen as provided under the Workmen's Compensation and Structural Works Act of the State of Illinois as shall protect the Owner, Principal Contractor, and any Subcontractor performing work covered by this Agreement from claims for damages of personal injury including accidental death, as well as, from claims for property damage which may arise from operations under this Agreement, whether such operations be by the Principal Contractors or by any Subcontractors or by anyone, directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:
 - a. Comprehensive Automobile Liability:
 - i. \$1,000,000 Bodily Injury per person.
 - ii. \$1,000,000 Bodily Injury per occurrence.
 - iii. \$ 500,000 Property Damage per occurrence.
 - iv. \$1,000,000 Combined Single Limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.
 - b. Workman's Compensation: Statutory Limits:
 - i. Employer's Liability: \$500,000 Bodily Injury per person.
 - ii. The Contractor may use a Self-Insured plan for Workman's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Contractor shall obtain a Certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.
 - c. Comprehensive General Liability:
 - i. \$1,000,000 Bodily Injury per person.

- ii. \$1,000,000 Bodily Injury aggregate limit.
- iii. \$1,000,000 Property Damage per occurrence.
- iv. \$1,000,000 Combined Single Limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.

d. Umbrella

- i. \$1,000,000 Umbrella

- 3. The above Comprehensive General Liability Insurance shall be specifically endorsed to cover the terms of Liability Insurance for the Owner as set forth hereinafter.
- 4. The Contractor shall cause Certificates of Insurance to be deposited with the Owner.

C. LIABILITY INSURANCE FOR OWNER

- 1. The Contractor shall purchase and maintain public liability insurance naming the Owner and his agents and employees as insured with respect to any claim that may be made against the Owner or his agents and employees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense shall be covered by such insurance only if (a) it is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not the claimant contends that the Owner or his agents or employees are in part negligent or otherwise legally culpable with regard to the loss.
- 2. Such insurance shall provide a defense for the Owner and his agents and employers, including the cost of defense counsel and other expenses of litigation.
- 3. Principal Contractors shall carry the insurance of their Subcontractors or shall require their Subcontractors to carry their own insurance in the amounts stated above.
- 4. This insurance shall cover all Agreements and any extra work connected with the construction of this Project.
- 5. Contractors shall instruct their Insurance Companies to supply the Owner with Certificates of Insurance showing that such insurance is kept in force until completion of the Agreement. These Certificates of Insurance shall be provided before Contractors start any work under this Agreement.

Section V

Conditions of the Contract

A. COORDINATION WITH OWNER

1. All buildings will be occupied by the Owner and the general public during all phases of the Work. It shall be the Contractor's responsibility to coordinate the work with the Owner to maintain access to roadways, parking, pedestrian ways and buildings during normal hours of operation, and to minimize conflict with the City's schedule.
2. Sequence of work shall be coordinated with Owner around the Owner's schedule and activities and shall be scheduled to minimize inconveniences for the staff and members of the community.
3. The Contractor shall notify the Owner five (5) working days prior to commencing work on site.

B. CONTRACTOR'S RESPONSIBILITIES

1. The Energy Conservation Contractor on this project shall have the responsibility of coordinating and directing the all work resulting from the implementation of the Contract. This shall include the scheduling and/or coordination of Subcontractors and shall include assistance to these Contractors in the layout of their work with particular attention to where the work comes in contact with or overlaps that of others.

C. SUBCONTRACTORS

1. The Contractor shall be responsible for any and all Subcontractors working under them, and shall carry insurance for them or see that they are carrying it themselves so as to relieve the Owner of any and all liability.
2. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.
3. The Owner assumes no responsibility for overlapping, or omission of parts of the work by various Subcontractors.

D. LOCAL LABOR

1. It is the desire of the Owner that Contractors make use of all local labor, material, insurance, etc., if possible, as long as it does not create a hardship on the Contractors.

E. SUPERINTENDENT

1. The Contractor shall keep a capable project manager on site at all times when physical work is in progress.

2. The Contractor or his project manager shall take complete responsibility for coordination of work particularly where such work meets or overlaps the work of others.

F. PRECEDENCE OF DOCUMENTS

1. The Contract Documents shall be given precedence in the following order, provided they are in existence at the time of the closing of the Contract:
 - a. Agreement
 - b. General Conditions of the Contract
 - c. Any Valid Federal, State or local laws, statutes, ordinances or codes
 - d. The Contract Documents

G. PRE-IMPLEMENTATION MEETINGS

1. Pre-implementation meetings will be held prior to beginning of work at the time and place designated by the Owner, but not later than 10 days after date of signing of Contracts and again no later than 10 days prior to the commencement of any alteration, replacements or construction.
2. Representatives of the Owner, Contractor, and major subcontractors shall be present.
3. The following shall serve as a minimum agenda:
 - a. Project Scheduling
 - b. Designation of responsible personnel
 - c. Progress meeting schedule
 - d. Processing of submittals
 - e. Processing of Contractor's pay requests

H. PERMITS

1. The Owner will obtain and pay for all permits required by Local Law, except as indicated otherwise in these specifications.

I. SUBMITTALS

1. For all systems and materials requiring shop fabrication or setting drawings, the Contractor shall furnish shop drawings in duplicate (2 copies) to the Owner. Before submitting the shop drawings, the Contractor shall check same against project conditions which may vary from dimensions on the

Owner's drawings. Drawings shall bear evidence of having been checked by the Contractor prior to submittal.

2. For all systems and materials requiring selections of options, finishes, colors, sizes, etc. the Contractor shall furnish submittals in duplicate (2 copies) to the Owner. Before submitting, the Contractor shall check same against project conditions which may vary from dimensions on the Owner's drawings. Drawings shall bear evidence of having been checked by the Contractor prior to submittal.
3. The Owner will review submittals and will endeavor to correct errors, but it shall be the responsibility of the Contractor to see that work complies with the Contract Documents, and fits to project conditions and to materials to be installed later. Contractor shall be responsible for dimensions and quantities.

J. MATERIALS AND WORKMANSHIP

1. The owner or his agent shall have full power to reject any material or workmanship which, in their opinion, do not conform with approved specifications or drawings, and cause same to be immediately removed and reconstructed without additional cost to the Owner.

K. PATCHING

1. The expense of any undue alterations, cutting, patching, or repairing of damage due to carelessness or neglect caused by any trade shall be borne by the Contractor for that trade. The work shall be done by the workmen of the Contractor whose work was damaged so that such patching will be least conspicuous.
2. All openings left by removal of existing materials, and/or equipment shall be patched to match adjacent construction.

L. UTILITY SERVICE DISRUPTION

1. All disruptions of electrical power to individual facilities or areas will be coordinated with the Owner and will wholly subject to the Owners operational schedule.

M. MATERIAL STORAGE

1. The Owner will allocate certain areas for the purpose of storing materials and equipment and locating Contractor's temporary offices. The Contractor shall contact the Owner before any materials are situated in buildings or on the site and determine a general plan for storing materials.
2. Materials are shall be placed on the site in a neat and orderly manner.

N. PROTECTION OF THE GENERAL PUBLIC

1. All Contractors shall provide protection of the general public at all times, providing protection devices as prescribed by laws having jurisdiction.
2. The Contractor will, at all times, take all reasonable precautions for the safety of employees on the project, and of the public and all other persons who may be affected, and will comply with all applicable provisions of Federal, State, and Municipal Safety Laws and Building and Construction Codes.

O. BUILDING PROTECTION

1. The Contractor shall be responsible for protecting the existing buildings and contents from damage from any cause as a result of work to be performed under this Contract. Any damaged to buildings or contents shall be repaired or replaced to equal the original condition of the damaged area or contents.
2. All damaged buildings or contents shall be repaired or replaced at the Contractor's expense and to the satisfaction of the Owner.

P. SITE PROTECTION

1. The Contractor shall be responsible for protecting the adjacent site from damage from any cause as a result of work to be performed under this Contract. Any damaged areas, including yard areas and plants, walks, steps, paved areas, irrigation system, etc., shall be repaired or replaced to equal the original condition of the damaged areas.
2. All damaged areas shall be repaired at the Contractor's expense and to the satisfaction of the Owner.

Q. THEFT AND VANDALISM

1. The Contractor shall be responsible for any damage or loss resulting to the work, materials, or tools due to theft, or in any manner not covered by the insurance called for elsewhere in these Specifications. Payments on account of Contract do not relieve Contractors of this obligation. Contractors may carry Theft Insurance at their own option.

R. ROYALTIES AND PATENT INFRINGEMENT

1. The Contractor shall pay all royalties and license fees, and shall hold harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any equipment, materials, supplies or construction methods used in the work.

S. SOCIAL SECURITY AND UNEMPLOYMENT INURANCE

1. The Contractors shall keep records and pay, all social security, withholding tax, unemployment insurance, and other taxes imposed by the various governmental authorities and laws.

T. OTHER WORK NOT IN CONTRACT

1. The Owner reserves the right to let separate Contracts for other work in connection with this project, but agrees that such work shall not interfere with the work of the Contracts previously made.

U. EXTRAS AND CHANGES

1. Should any extra work or changes be required during the work, the Owner and Contractor shall agree upon the price for such extra work or changes and the Owner shall issue a change order to the Contractor for such work as agreed upon. Payment shall be made under same conditions as for original Contract.
2. No payment shall be made for extra work or materials unless a formal written change order is issued by the Owner.

V. CLEANING OF BUILDINGS AND GROUNDS

1. The building and site shall be maintained free of unnecessary debris and clutter during all phases of construction.
2. At the completion of the project and before final acceptance by the Owner, the building and site shall be cleared of all rubbish, materials, and debris which accumulated during the process of construction.
3. All building surfaces affected by work performed under this Contract shall be cleaned by a professional cleaning service and shall include, but shall not be limited to, the following:
 - a. Removal all spills and splatters from building surfaces.
 - b. Vacuum all carpets.
 - c. Buff all resilient floors.
 - d. Wash all glass, mirrors, and aluminum surfaces.
 - e. Wash all glazed tile surfaces and clean all quarry tile.
 - f. Wall surfaces, doors, etc., shall be dust free.
 - g. Clean all plumbing fixtures and toilet partitions.
 - h. Clean all casework, desks, and cubicles.

W. GUARANTEE AND WARRANTY

1. The Work of all Subcontractors shall be warranted for a period of one year from the date of acceptance of their work, unless stipulated for a longer period of time.
2. All items requiring a warranty certificate from the manufacturer shall be executed and the certificate delivered to the Owner.

X. LEGAL REQUIREMENTS

1. All Contractors shall comply with all laws, rules and regulations governing the work under this Contract.
2. Should the Contractor observe anything in the contract documents that is contrary to any code requirement, he shall notify the Owner immediately in writing. The Owner shall issue all changes required to correct the variance, and be responsible for code interpretations.

Y. OCCUPATIONAL SAFETY AND HEALTH

1. It shall be the Contractor's responsibility to ensure all Subcontractors comply with all local, state and federal laws and regulations governing job safety and health standards, and the requirements of the "Occupational Safety and Health Act of 1970" enacted by Congress and signed into law on December 29, 1970 and all applicable changes, revisions, and amendments.

Z. FAIR EMPLOYMENT PRACTICES

1. The Contractor agrees that, in accordance with an Act, to prohibit discrimination and intimidation on account of race or color in employment and Contracts for public buildings or public works, approved July 8, 1933, as amended, no person will be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of the work set forth in the attached drawings and specifications; nor will any unfair employment practice, as defined in the Fair Employment Practices Act, approved July 21, 1961 and all applicable changes, revisions, and amendments, be committed by the said Contractor.

AA. PREVAILING WAGE POLICY

1. The Owner has, by resolution, established a general prevailing rate of hourly wage in said District.
2. The Contractor and Subcontractors shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.)

Section VI

Guaranteed Energy Savings Contract

A. SCOPE

1. The work under this section includes the furnishing of all labor, material, equipment, and services necessary for the execution and completion of all items of Energy Cost Savings as specified herein.
2. Owner is requesting Qualified Providers to propose Energy Conservation Measures through a Guaranteed Energy Savings Contract. These proposals shall include: (a) the implementation of an energy audit, data collection, and other related analyses preliminary to the undertaking of Energy Conservation Measures; (b) the evaluation and recommendation of Energy Conservation Measures; (c) the implementation of one or more Energy Conservation Measures; and (d) the implementation of project monitoring and data collection to verify post-installation energy consumption, energy related operating costs and maintenance costs.

B. QUALITY ASSURANCE

1. Owner prefers, but is not requiring, the Energy Conservation Contractor to have a minimum of five (5) years experience in the design, implementation and installation of energy cost savings measures.

C. SUBMITTALS

1. Provide one (1) original and five (5) copies of the Proposal and all supporting documentation necessary for the Owner to make an informed decision on the qualifications of the Presenter and the content of the Proposal. Include six (6) copies of detailed specifications, product data sheets, brochures or cut sheets for each system, device, fixture or unit proposed for evaluation by the Owner.

D. AREAS OF CONCERN

1. Alternative Energy. Owner requests proposals for alternative sources of energy. Successful proposals will be cost effective and will minimize transmission and/or distribution system impacts. The Owner acknowledges that many different types and forms of contractual agreements can be structured to meet this Request for Proposal and welcomes Presenter creativity and flexibility. Alternative energy items may include but are not limited to:
 - a. Passive Solar Heating.
 - b. Solar photovoltaic.
 - c. Geothermal.

- d. Biomass energy.
 - e. Fuel cells.
 - f. Biologically derived methane gas (including landfill gas).
 - g. Waste oil from Owners vehicle fleet.
 - h. Wind power.
 - i. Byproducts from wastewater treatment operations.
2. Mechanical Systems. Owner requests proposals for reducing energy costs by upgrading and/or replacing electrical and mechanical systems in the buildings with a secondary goals of reducing maintenance costs and water and sewer expenses. Mechanical system items may include but are not limited to:
- a. Replacement of HVAC systems in Owner's buildings with emphasis placed on buildings which are more that 20 years old. Work may include replacing blowers, pumps, piping, insulation, fan-coil units, ductwork, etc.
 - b. Install new Geothermal Heat Pump Systems. Examine options for replacement of existing mechanical equipment with large capacity, commercial grade closed loop or water-source geothermal heat pump systems.
 - c. Provide new general electrical service. This will be extended through all City buildings, replacing the existing single phase electrical service with a new 480Y/277 Volt 3-phase electrical service. Included would be distribution panels, transformers and disconnects.
 - d. Install water conserving fixtures and equipment. Consider options for water conservation which may include restroom renovations to remove existing toilets, hand sinks, urinals and partitions. Install new low flush toilets and urinals with automatic flush valves and hand sinks with automatic faucets. Install new partitions for water closets. All areas effected shall be made compliant with all accessibility codes and finishes will be upgraded as necessary to correct damage caused by the renovation process and to facilitate proper sanitizing.
3. Building Automation Systems. Presenters are to consider installation or replacement of all building automation systems throughout each of the Owner's buildings. Examine the conditions and at the Presenters option:
- a. Extend any of the existing proprietary system to include all Owners facilities, or
 - b. Provide a new Building Automation System which shall include the following:

- i. System shall be a secure web-based non-proprietary system which allows remote access to all building controls.
 - ii. Provide specifics for ongoing maintenance contract options.
 - iii. Include training for Owner's personnel or representatives (maximum of three (3) persons) on all systems to a reasonable level of proficiency.
4. Establishment of Best Practices Handbook. Presenters may at their option may consider the current practices of the Owner with regard to energy conservation methods and propose changes and/or establishment of best practices to reduce and/or eliminate expenditures and/or to encourage actions that may lead to conservation of energy.

E. PROPOSAL CONTENTS

1. All Proposals must contain the following:
 - a. Executive Summary
 - b. Presenter's Vitae
 - c. Presenters experience with municipal governments, specifically those with their own water and sewer plants and systems.
 - d. Method of Solution Development
 - e. Project Management Specifics
 - f. Financial Considerations; Costs, Savings and Guarantee
 - g. Recommended Facility Solutions
 - h. Service Approach

F. EVALUATION

1. Proposals shall be evaluated on the following criteria:
 - a. Presenter's Vitae
 - i. Company name and address with primary contract name and number
 - ii. A Brief Company History
 - iii. Resumes of all team members to be involved with the project.
 - iv. The qualified provider must be in good standing with the National Association of Energy Service Companies as a full service Energy Service Company and they shall accredit the Qualified Provider.
 - v. The individual designing the ECM's for the Qualified Provider shall be a registered Professional Engineer in the State of Illinois and a Certified Energy Manager.

- vi. The Qualified Provider shall submit at least ten (10) references in Illinois that have previously entered into Guaranteed Energy Savings contracts with the Qualified Provider. Each reference shall include the scope and size of the project, guaranteed and actual savings achieved, and the name and telephone number of a contact person. References, which are not performance contracts, will not be accepted.
- b. Presenter's experience with municipal governments, specifically those with their own water and sewer plants and systems.
- i. A listing of all projects completed for municipalities within the last two years.
 - ii. A brief description of each project.
 - iii. Contact information for each of those municipalities.
- c. Method of Solution Development.
- i. The process for evaluating, recommending and designing facilities solutions.
 - ii. The process for making equipment selections.
 - iii. The process for making procurements.
 - iv. The process for sub-contractor selection.
 - v. The subcontracting process.
- d. Project Management Specifics.
- i. Clear assignment of responsibility for various project tasks to specific individuals. Individuals responsible for the management of the project clearly identified and have experience working in municipal organizations. Project Managers must be full-time company employees. Project managers with experience on projects other than municipalities will be considered, but the weighting may be reduced in the evaluation.
 - ii. Methods used to ensure the proper management of construction processes.
 - iii. Methods to ensure timely and effectively communication of project progress with the Owner and Subcontractors.
 - iv. Explanation of measures which will be taken to plan and complete all phases of the project on schedule and in a manner that does not interrupt the facilities' occupants.
 - v. Ability to coordinate project construction with local utilities, subcontractors, equipment suppliers and facility personnel.
 - vi. Ability to provide a schedule of project milestones which will become part of the final contract. Ability to provide electronic project schedules using Microsoft Project.
 - vii. The process to monitor response time.
- e. Financial Considerations; Costs, Savings and Guarantee
- i. Detailed account of all anticipated project costs and savings. This shall include, but not be limited to, construction costs,

professional fees, equipment and taxes. All expenses to the Owner shall be included; there shall be no hidden costs.

- ii. Ability to provide a written guarantee stating the time frame in which the energy and/or operational cost savings will meet or exceed the costs of the Energy Conservation Measures. Such guarantee must be made directly by the Qualified Provider. Third party insurance policies will not be accepted. Particular emphasis will be placed on this criterion.
- iii. Summary of the financial savings calculation methodology in a clear and reproducible format.
- iv. Indication of the financial soundness and stability of the Presenter.
 - v. Ability to provide or coordinate project financing.
 - vi. Sample of the financing arrangement proposed for this project.
- vii. Completeness/strength of companies' recent financial reports. Emphasis will be placed on how long the current company has been in business and how long the current ownership has held the ESCO.
- viii. Provisions for the reimbursement to the Owner of any shortfall of guaranteed energy savings projected in the contract.
- ix. Ability to provide a sufficient bond to the Owner for the installation and faithful performance of all the measures included in the Guaranteed Energy Savings Contract.
- x. Ability to provide Commercial General Liability Insurance and Automobile Liability Insurance written to meet limits specified in Section IV.

f. Recommended Facility Solutions

- i. Understanding of the existing building conditions, systems, operations, and schedules.
- ii. Recommended facility solutions for all buildings.
- iii. Ability to provide the Owner with order of magnitude cost and savings estimates. The cost and savings estimate shall be within plus or minus 10 %.
- iv. Ability of Qualified Provider to warrant good and clear title to all equipment and materials furnished to the Owner and further warrant all equipment and materials to be of good quality and free of defects in materials and workmanship, including installation and setup.
- v. Comprehensiveness of the technical approach to the project based on improvements likely to be included.
- vi. Approach to adapting real time pricing strategies in response to changes in utility rates, technology, and building conditions, in order to enhance project performance.
- vii. Cost for an in-depth engineering study and analysis necessary to determine project parameters.
- viii. All work performed under the Guaranteed Energy Savings Contract shall be in accordance with all applicable federal, state, and municipal laws and regulations legally enacted as of the date the work commences.

g. Service Approach

- i. Ability to provide consistent, reliable, and quality service to meet the Owner's needs. The qualified firm must guarantee to provide timely maintenance and repair of the systems modified or installed as part of the project.
- ii. Quality and quantity of available service plans.
- iii. Ability to provide equipment maintenance plan for the term of the Guaranteed Energy Savings Contract.
- iv. Proposed response time to facilitate the resolution of service.
- v. Quality of provisions for training facility staff. Firm must provide training for all equipment modified or installed on the project.
- vi. Quality and clarity of energy audit policy and procedure. Firm must have an in-house energy audit department capable of providing clear, concise energy comparison reports.
- vii. Comprehensiveness of maintenance and monitoring services furnished by the Qualified Provider and the specific benefits to the Owner. The firm must have an ISO 900 approved monitoring center capable of 24 hours monitoring by trained staff members.

2. Proposals shall be evaluated on criteria weighted as follows:

- a. Experience and Qualifications 20%.
- b. Financial Approach and Guarantee 20%.
- c. Technical Approach 20%.
- d. Project Management 15%.
- e. Recommended Facility Solutions 15%.
- f. Service Approach 10%.

3. Oral Interview.

- a. Each of the selected Qualified Providers may be asked to participate in an oral interview to discuss in detail how their approach satisfies the evaluation criteria identified in this Section. The Qualified Provider should be prepared to answer questions presented by the Owner.

4. Selection of Qualified Provider

- a. The selection of a Qualified Provider to provide Energy Conservation Measures through a Guaranteed Energy Savings Contract shall be based solely on the Owner's evaluation of information a Qualified Provider sets forth in its written proposal and the oral interview subject to the evaluation criteria set forth in this Section. The Owner shall select the Qualified Provider that best meets the needs of the Owner.

5. Approval

- a. Upon selection of a Qualified Provider the Owner's representative shall recommend that the Mattoon City Council approve the execution of a Guaranteed Energy Savings Contract at their earliest subsequent regularly scheduled meeting.
 - b. The successful presenter shall be in attendance and shall be prepared to present their proposal to the members of the Board. This presentation shall include a brief PowerPoint presentation with supporting printed documentation illustrating the following points in a format understandable to a person of ordinary intelligence:
 - i. Presenter's Qualifications
 - ii. Overview of Energy Savings Contracting
 - iii. Method of Solution Development
 - iv. Recommended Facility Solutions
 - v. Projected Costs, Savings and Guarantee
6. Execution of Guaranteed Energy Savings Contract And Financing Documents
- a. The Owner will negotiate and execute the Guaranteed Energy Savings Contract with the selected Qualified Provider and all financing documents required by the selected financing source.

CITY OF MATTOON, ILLINOIS

RESOLUTION 2008-2730

RESOLUTION AMENDING RESOLUTION 2007-2708 AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, do to the untimely death of Mayor Charles E. White, the authorizations contained in City of Mattoon Resolutions 2007-2693 and 2007-2708 are now null and void for purpose of executing Federal Transit Administration grant documents, and

WHEREAS, the City Council of the City of Mattoon has appointment of David W. Cline as City of Mattoon Mayor to fulfill the remaining term of former Mayor Charles E. White, and

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

That City of Mattoon’s Mayor, City Administrator, and City Attorney are authorized to execute and file grant application documents for Federal assistance on behalf of the City Council with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C, Chapter 53, Title 23, United States Code, or the Federal statutes authorizing a project administered by the Federal Transit Administration.

The Mattoon City Council hereby authorizes Mayor David W. Cline; City Administrator Alan Gilmore; and City Attorney & Treasurer J. Preston Owen to execute grant agreements and amendments, as necessary to implement Federal Transit Administration Historic Depot Renovation project on behalf of the City of Mattoon.

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.

**City of Mattoon
Council Decision Request**

MEETING DATE: 02/04/2008 CDR NO: 2008-842 SUBJECT: Re-Appointments - Tourism Advisory Committee

SUBMITTAL DATE: 01/30/2008

SUBMITTED BY: Susan O'Brien, City Clerk
For Mayor Cline

EXPENDITURE ESTIMATE:	N/A	AMOUNT BUDGETED:	N/A	CONTINGENCY FUNDING 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 ratify Mayor's re-appointment of Rich Fanelli, and Ken Wooddell for three-year terms expiring 09/01/2010 and Keith Summers for a four-year term to the Tourism Advisory Committee expiring 09/01/2011."

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

Resolution 1991-1740 created the "Tourism Committee" composed of citizens of the City of Mattoon for the purpose of advising and making recommendations to the City Council on the subject of tourism, generally, as well as the expenditure of funds collected pursuant to a tax levied upon all persons in the business of renting, leasing or letting rooms in a hotel or a motel.

Upon vacancies for any reason, new members shall be appointed upon recommendation of the Mayor and confirmation by a majority vote of the City Council.

Tourism Coordinator Angelia Burgett has contacted the members with their willingness to serve another term.

Upon passage of this CDR, the Tourism Advisory Committee will consist of:

Chris Considine	09/01/2009	4-year term
David Cox	09/01/2010	3-year term
Rich Fanelli	09/01/2010	3-year term
Don Freesmeier	09/01/2008	2-year term
Keith Summers	09/01/2011	4-year term
Mary Wetzell	09/01/2008	2-year term
Kenneth Wooddell	09/01/2010	3-year term
Commissioner Randy Ervin	ad-hoc member	

**City of Mattoon
Council Decision Request**

MEETING DATE: 02/04/08 CDR NO: 2008-843

SUBJECT: Accepting Bid for 9th Street Bridge

SUBMITTAL DATE: 01/23/08

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR COUNCIL AGENDA: Alan Gilmore
City Administrator _____ Date

EXHIBITS (If applicable):

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$169,523.83	BUDGETED: N/A (FY08)	REQUIRED:

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

“I move to allow IDOT to proceed with accepting a bid of \$847,619.16 from A.J. Walker Construction Company for the reconstruction of the 9th Street Bridge.”

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

COMPANY NAME	BID
Engineer's Estimate	\$856,397.66
A. J. Walker Construction Co. 421 South 21st Street Mattoon, IL 61938-0118	\$847,619.16
Halverson Construction Co., Inc. 620 North 19th Street Springfield, IL 62702	\$936,955.80

The funding for the project will come from two sources. Eighty percent of the construction costs will come from the County's Federal Bridge Repair and Replacement Program (BRRP) funds. The remaining twenty percent will come from the City's MFT money.

FUND SOURCE	AMOUNT
County BRRP	\$678,095.33
City MFT (FY08)	\$169,523.83
TOTAL	\$847,619.16

**City of Mattoon
Council Decision Request**

MEETING DATE: 2/4/08

CDR NO: 2008-844

SUBJECT: Application for National Fish and Wildlife Foundation
Wetlands Planting Grant

SUBMITTAL DATE: 1/23/08

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR Alan Gilmore _____
COUNCIL AGENDA: City Administrator Date

EXHIBITS (If applicable): Exhibit A – Grant Agreement

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$0	BUDGETED: \$0	REQUIRED: N/A

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

“I move to authorize the mayor to sign the National Fish and Wildlife Foundation Grant Agreement for Wetlands Planting at Lake Paradise.”

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

Approving the CDR will allow the city to enter into an agreement to receive a reimbursement grant from the National Fish and Wildlife Foundation in the amount of \$11,200 for the planting of wetland plants in Lake Paradise. The work done under this grant will complement the city’s ongoing Clean Lakes Project at Lake Paradise and will not cost the city any extra dollars.

Jim Lang was recently contacted by Mike Mounce of the Illinois Department of Natural Resources and told about this grant. The grant is designed to encourage the planting of aquatic plant species to promote healthy environments for fish.

**NATIONAL FISH AND WILDLIFE FOUNDATION
GRANT AGREEMENT**

PROJECT: Lake Paradise Priority Watershed Program (IL) (2007-0096-011)

☞ **Please reference project title and number on all correspondence** ☞

NFWF RECIPIENT: City of Mattoon

RECIPIENT TYPE: Local Government

PERIOD OF PERFORMANCE: January 1, 2007 to August 31, 2008

AWARD: \$ 11,200 in federal funds is provided in consideration for the National Fish and Wildlife Foundation (NFWF) Recipient's agreement to perform the Project in accordance with Section 1 below, and the NFWF Recipient's agreement that it will raise and spend at least \$589,300 in Matching Contributions on the Project.

FUNDING SOURCE AND NUMBER:	CFDA Number:
U.S. Fish and Wildlife Service (FA.2104)	15.608

★ ★ ★ ★

Defined Terms. All capitalized terms used in this Agreement shall have the meanings attributed to such terms in the 2006 Glossary found on NFWF's website <www.nfwf.org/glossary.htm>, which is incorporated in this Agreement by this reference.

Section 1. PROJECT PURPOSE

NFWF agrees to provide the Award to the NFWF Recipient for the purposes of satisfactorily performing the Project described in a Full Proposal received by NFWF on November 1, 2006, and as approved as amended on October 16, 2007, and incorporated into this Agreement by reference.

1.1. PROJECT DESCRIPTION.

Project Abstract:	Plan and implement ways to enhance the water quality and fisheries resource in Lake Paradise of Mattoon, Illinois. Project will primarily focus on developing significant populations of aquatic plants which will serve as fisheries habitat.
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Project Phase 1:	<ul style="list-style-type: none"> • Meet with all agencies and constituent groups to develop plan to implement and achieve project objectives • Inspect sites by contract engineer, IDNR, and City of Mattoon employees • Construct wetland and sedimentation basins • Plant Phase 1 plants from other funding sources • Gather collection of aquatic plant seed stock • Order supplies seedlings • Assemble equipment • Procure seedlings • Collect submersed aquatic macrophytes • Plant seed stock • Assemble equipment • Procure seedlings • Collect submersed aquatic macrophytes • Plant seed stock 	Budget Category	NFWF Funds	
		Salaries:	\$0	
		Equipment:	\$0	
		Other:	\$10,080	
Matching Contributions allocated to Phase 1:		\$588,920	TOTAL	\$0
Project Phase 2:	<ul style="list-style-type: none"> • Check on initial success of seedlings and submersed macrophytes • Complete NFWF final report 	Budget Category	NFWF Funds	
		Salaries:	\$0	
		Equipment:	\$0	
		Other:	\$0	
Matching Contributions allocated to Phase 4:		\$380	TOTAL	\$1,120
			NFWF PROJECT TOTAL	\$11,200

1.2. PROJECT DELIVERABLES.

- 522,720 square feet of shoreline enhanced & 40,000 native aquatic plant seedlings planted.
- 2,500 feet fence constructed for enclosures & 2,000 feet fence constructed to enhance shorelines
- 142 landowners in the watershed contacted to implement BMPs
- 7 acres of sedimentation basin developed

1.3. DILIGENCE AND COMMUNICATION REQUIRED. The NFWF Recipient agrees to pursue completion of the Project diligently and to communicate with the Project Administrator on a regular basis with respect to the status of the Project, including but not limited to providing the reports discussed in Section 5 below. Failure to so pursue completion of the Project according to the timetable associated with the Phases described above and, in any event, within the Period of Performance and/or failure to so communicate with the Project Administrator will be deemed a material default in this Agreement, entitling NFWF, in its discretion, to terminate this Agreement in accordance with Section A4 "DEFAULT; TERMINATION" of the Standard Provisions set forth below by written notice to the NFWF Recipient and to pursue all other legal remedies to which NFWF may be entitled.

Section 2. RESTRICTION ON FUNDS

No Funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, terrorist activities or activities in violation of the Foreign Corrupt Practices Act.

Section 3. TERM; PERIOD OF PERFORMANCE

The Term of this Agreement shall be the Period of Performance set forth above, unless sooner terminated in accordance with Section A4 “DEFAULT;TERMINATION” of the Standard Provisions set forth below.

Section 4. PAYMENT OF FUNDS and ADMINISTRATION PROCEDURES

4.1 NFWF FUNDS. Payments of the NFWF Funds for this Award will be made in 2 installments.

- Project Phase One installment will be disbursed to the NFWF Recipient when NFWF has received a fully executed agreement and a Request for Payment (via mail, fax, or e-mail) from the NFWF Recipient certifying that it is ready to begin project activities for the first Phase described in Section 1.1 immediately upon receipt of the funds.
- Subsequent Phase installments will be disbursed to the NFWF Recipient when NFWF receives and approves a completed Project Phase Reporting Form certifying that (i) the NFWF Recipient has completed the previous Project Phase as described in Section 1.1 and (ii) the NFWF Recipient has expended NFWF Funds and Matching Contributions consistent with the Project Phase Budget as described in Section 1.1; and the NFWF Recipient provides NFWF a Request for Payment (via mail, fax, or e-mail) certifying that it is ready to begin Project activities for the next Phase immediately upon receipt of the funds.
- Payment for the Final Phase of the Project will be made in arrears, upon the receipt and approval by NFWF of all required reporting for this Agreement.
- Under no circumstances will any payment under this Agreement be made if any Financial or Programmatic Reports are due and outstanding.

4.2 BUDGET CHANGES. In the event the NFWF Recipient determines that the amount of the Budget is going to change in any one Budget Category by an amount that exceeds more than 10% of the NFWF Project Total (see Section 1.1), the NFWF Recipient must seek approval from the Project Administrator. If approval is received, both parties must sign a written amendment to this Agreement reflecting the new Budget.

Section 5. REPORTING REQUIREMENTS

5.1 PHASE FINANCIAL AND PROGRAMMATIC REPORT. Upon completion of each Phase, the NFWF Recipient will submit, via mail, fax, or e-mail, a Project Phase Report on Project accomplishments and financial expenditures incurred during the Phase.

5.2. ANNUAL FINANCIAL AND PROGRAMMATIC REPORT. The NFWF Recipient will

submit an Annual Financial and Programmatic Report, via mail, fax, or e-mail, no later than October 31st of each year during the Period of Performance, summarizing all of the activities accomplished and expenditures made between and including the immediately preceding October 1st and September 30th of the current year.

5.3. FINAL REPORT. No later than 90 days after the completion of the Project, the NFWF Recipient shall submit two copies (one hard copy and one electronic file) of a Final Financial and Programmatic Report to NFWF, that includes: 1) a Final Phase Report, 2) a Final Financial Reporting Form accounting for all receipts of Project funds, Project expenditures, and Budget variances (if any) compared to the approved Budget; 3) the Certification of Matching Contributions Form, certifying Match secured and expended by the NFWF Recipient for the Project; and 4) the Final Programmatic Report summarizing the accomplishments achieved during the term of the Agreement. A representative number of **digital photos (preferred) or color 35mm** slides depicting the Project and copies of all publications, press releases and other appropriate "products" resulting from the Project should also be provided to NFWF as part of the Final Report. Any requests for extensions of this Final Report submission date must be made in writing to NFWF Project Administrator and approved by NFWF in advance.

Section 6. STANDARD PROVISIONS

This Agreement is also subject to the terms and conditions set forth in Appendix A “2006 STANDARD PROVISIONS FOR AWARDS,” each of which is incorporated in this Agreement by this reference.

Section 7. CONTACT INFORMATION

For NFWF Recipient: Jim Lang
City of Mattoon
2941 Lake Road
Mattoon, IL 61938
Phone: 217-234-2454
Fax: 217-234-9287
E-mail: langj@mattoonillinois.org

Unless from the e-mail address set forth above, electronic mails will be deemed unauthorized. If multiple users are authorized to send electronic mails on behalf of the NFWF Recipient, please list all authorized sources.

For NFWF: Tina Yu
National Fish and Wildlife Foundation
1120 Connecticut Avenue, NW
Suite 900
Washington, DC 20036
Phone: 202-857-0166
Fax: 202-857-0162
E-mail: Tina.Yu@nfwf.org

[Signature page to Grant Agreement for NFWF Project No. 2007-0096-011]

IN WITNESS WHEREOF, the parties have executed this Agreement, intending to be bound legally.

NATIONAL FISH AND WILDLIFE FOUNDATION

By:

Krystyna U. Wolniakowski
Director, Western Partnership Office

Date: _____

CITY OF MATTOON

By:

Signature

(Print name and title legibly)

Date: _____

Appendix A. 2006 STANDARD PROVISIONS FOR AWARDS

This Award is subject to the following terms and conditions, as indicated by .

Section A1. ASSIGNMENT; SUBAWARDS AND SUBCONTRACTS

A1.1 The NFWF Recipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

A1.2 The NFWF Recipient may not provide subawards nor enter into subcontracts without the prior written approval of NFWF. Subawards and subcontracts with known parties disclosed in the Proposal Budget are deemed to be approved.

Section A2. UNEXPENDED FUNDS

Any funds provided by NFWF and held by the NFWF Recipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

Section A3. AMENDMENTS

This Agreement can only be amended by a written amendment, signed by both parties. Counterpart originals, emails with PDF formatted documents, and/or facsimile copies of amendments are acceptable.

Section A4. DEFAULT; TERMINATION

A4.1 Failure by the NFWF Recipient to comply with any material term of this Agreement shall be deemed to be a default in this Agreement and constitute cause for NFWF to terminate this Agreement by written notice to the NFWF Recipient and to pursue any legal remedy to which NFWF may be entitled.

A4.2 The NFWF Recipient may terminate this Agreement by written notice to NFWF. In the event of termination of this Agreement prior to Project completion, the NFWF Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

- a. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).
- b. Place no further work orders or enter into any further subawards or subcontracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

c. Terminate all pending Project work orders, subawards, and subcontracts for work that has not yet commenced.

d. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and subcontracts.

e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Recipient under this Agreement, whether completed or in progress.

f. Return to NFWF any unobligated portion of the Award.

Section A5. ADDITIONAL SUPPORT

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Recipient beyond the terms stated in this Agreement.

Section A6. ARBITRATION; CHOICE OF LAW; JURISDICTION

A6.1 All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final.

A6.2 This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Recipient agrees to submit to the jurisdiction of the courts of the District of Columbia.

A6.3 The terms of this Section will survive termination of this Agreement.

Section A7. COMPLIANCE WITH LAWS; INSURANCE; INDEMNIFICATION

A7.1 In conducting its activities relating to the Project, the NFWF Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

A7.2 The NFWF Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by the NFWF Recipient and associated with this Award in any way.

A7.3 The NFWF Recipient shall indemnify and hold harmless NFWF, any Funding Source, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project.

A7.4 The terms of this Section will survive termination of this Agreement.

Section A8. COMMUNICATIONS

All notices required or allowed to be given by this Agreement shall be by first-class mail (postage prepaid), facsimile (with telephone call required to confirm that fax has been received), by e-mail, or overnight mail delivery by a nationally known courier and addressed using the contact information provided in this Agreement. Each party agrees to notify the other within ten (10) days after the change in named representative, address, telephone, or other contact information.

Section A9. PUBLICITY; POSTING OF FINAL REPORTS.

A9.1 The NFWF Recipient agrees to give appropriate credit to NFWF and any Funding Sources for their financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this Agreement or any of the Project Deliverables associated with this Agreement. The NFWF Recipient must obtain prior NFWF approval for the use of the NFWF logo and any public information releases concerning this Award.

A9.2 The NFWF Recipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications and other public communications. The NFWF Recipient hereby acknowledges its consent for NFWF and any Funding Source for the Project to post its Final Reports on their respective websites. In the event that the NFWF Recipient intends to claim that its Final Report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Recipient shall so notify NFWF and the Funding Source and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

Section A10. DISCLAIMERS

Payments made to the NFWF Recipient under this Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Recipient through this Agreement, including the U.S. Government, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government

or the National Fish and Wildlife Foundation. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government or the National Fish and Wildlife Foundation."

Section A11. WEBSITE LINKS

The NFWF Recipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Recipient in connection with the Project.

Section A12. EVALUATION

The NFWF Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the date on which the Final Financial and Programmatic Reports are provided.

Section A13. FEDERAL FUNDS - FEDERAL REGULATIONS

A13.1 If all or a part of the Award consists of Federal funds, the text box at the beginning of this Section should contain an X and, before proceeding with its Project, **the NFWF Recipient must read and understand certain Federal regulations, including but not limited to, those identified below which may be located on the Internet at <www.whitehouse.gov/omb/circulars/index.html>**. If a NFWF Recipient does not have access to the Internet, it should ask its NFWF Project Administrator for copies. Many Federal agencies have agency-specific regulations that govern the issuance of awards and subawards with their funds; it is the obligation of the NFWF Recipient to review and comply with any such regulations issued by its Federal agency Funding Source(s).

A13.2 If the NFWF Recipient is a non-profit organization, it will need to understand and comply with (i) OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and, (ii) depending on what kind of organization it is, either (a) OMB Circular A-21 "Cost Principles for Educational Institutions" or (b) OMB Circular A-122 "Cost Principles for Non-Profit Organizations," in addition to other applicable Federal regulations.

A13.3 If the NFWF Recipient is a State, Local or Tribal Government, it will need to understand and comply with OMB Circulars A-102 "Grants and Cooperative Agreements with State and Local Governments" and A-87 "Cost Principles for State, Local, and Indian Tribal Governments," in addition to other applicable Federal regulations.

A13.4 If the NFWF Recipient is any type of U.S. organization and it expends an aggregate of \$500,000 or more from all Federal sources, it is subject to a special kind of audit as detailed in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations,"

which it will need to understand and comply with, in addition to other applicable Federal regulations.

A13.5 DEBARMENT AND SUSPENSIONS

The NFWF Recipient shall enter into no contract or subcontract using Federal funds provided by NFWF with any party listed on the General Services Administration's Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689 (Debarment and Suspension). If this Award exceeds One Hundred Thousand Dollars (\$100,000) in Federal funds, the NFWF Recipient must provide certification of its exclusion status and that of its employees on a form provided on NFWF's website.

A13.6 INTEREST

Any interest earned in any one year on Federal funds advanced to the NFWF Recipient that exceeds \$250 must be reported to NFWF, and the disposition of those funds negotiated with NFWF.

A13.7 DAVIS-BACON

The NFWF Recipient shall be subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction").

A13.8 RIGHTS TO INVENTIONS

The NFWF Recipient shall abide by the provisions of 37 CFR Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements) and any implementing regulations issued by the Federal agency(ies) that provide funds for this Agreement.

A13.9 The NFWF Recipients agrees, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

A13.10 If one of the Funding Sources for the Award is the National Oceanic and Atmospheric Administration, the Award also is subject to the Department of Commerce's Financial Assistance Standard Terms and Conditions, which may be located on the Internet at: <http://oamweb.osec.doc.gov/docs/GRANTS/pdf/ST&C-rev-1002.pdf>

A13.11 If one of the Funding Sources for the Award is the Environmental Protection Agency, the Award also is subject to the Agency's Guidance for Utilization of Small, Minority, and Women's Business Enterprise in Procurement Under Assistance Agreements - 6010, which may be located on the Internet at <http://www.epa.gov/osdbu/pubs.htm>.

**City of Mattoon
Council Decision Request**

MEETING DATE: 02/05/08

CDR NO: 2008-845

SUBJECT: 2008 IDOT General Maintenance Bid Acceptance & Awards

SUBMITTAL DATE: January 30th, 2008

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR Alan Gilmore _____
COUNCIL AGENDA: City Administrator Date

EXHIBITS (If applicable): Exhibit A – Bid Tabulation Sheets

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE:	BUDGETED: \$245,000	REQUIRED:

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 Council to accept the following proposals for the
2008 MFT General Street Maintenance Program –

Larry Heuerman – Oil and Chip - \$73,891.40
Charleston Stone – Crushed Stone - \$40,570.50
Mid Illinois Concrete – PCC Concrete - \$9,000.00
Howell Paving – Bit Surface Hot Mix - \$30,000.00

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

Attached is a copy of the bid tabulation sheets for the 2008 MFT street maintenance materials bid.

Approving this CDR will allow the city to enter into contracts with the listed companies for the 2008 MFT Street Maintenance Program.

Illinois Department
of Transportation

BS
1.2

County		Date	1-1				1-2				1-3
Munic/R.D.	CITY OF MATTOON	01-10-2008 <td colspan="4">Name and Address of Bidders</td> <td colspan="2">Ne Co Ashpalt P. O. Box 25 Charleston, IL 61920</td> <td colspan="2">Earl Walker Company P. O. Box 77 Sullivan, IL 61951</td> <td>Larry I P. O. I Montr</td>	Name and Address of Bidders				Ne Co Ashpalt P. O. Box 25 Charleston, IL 61920		Earl Walker Company P. O. Box 77 Sullivan, IL 61951		Larry I P. O. I Montr
Section	08-00000-00-GM	Time 10:00 A.M.	Appropriation tlk				Approved Engineer's Estimate				
Proposals		Guarantee				Terms				cc 3000	cc 3000
Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
I	BIT MATERIALS CRS-2 COVER & SEAL COAT	CITY STREET	GAL	37,000.00	1.90	70,300.00	1.75	64,750.00	1.72	63,640.00	1.68
	SEAL COAT AGG CA-14 SPREAD ONLY	CITY STREET	TON	950.00	10.50	9,975.00	10.00	9,500.00	9.65	9,167.50	8.45
	SEAL COAT AGG CA-16 SPREAD ONLY	CITY STREET	TON	410.00	11.00	4,510.00	10.00	4,100.00	9.65	3,956.50	8.45
GROUP I TOTAL						84,785.00		78,350.00		76,764.00	
II	CA-6 CR. STONE FURNISHED FOB TRUCKS @ CITY STOCKPI	CITY STOCKPILE ON LOGAN AVE	TON	2,500.00	10.50	26,250.00					
	CA-14 CR. STONE FURNISHED FOB TRUCKS @ CITY STOCKPI	CITY STOCKPILE ON LOGAN AVE	TON	950.00	11.75	11,162.50					
	CA-16 CR. STONE FURNISHED FOB TRUCKS @ CITY STOCKPI	CITY STOCKPILE ON LOGAN AVE	TON	200.00	15.50	3,100.00					
GROUP II TOTAL						40,512.50					
III	JOINT SEALANT MATERIAL ONLY	221 N 12TH STREET	POUND	30,000.00	0.50	15,000.00					
IV	CLASS SI PAVING MIX PCC CONCRETE MATERIAL	CITY STREET	CU YD	80.00	90.00	7,200.00					
	CLASS SI C & g MIX PCC CONCRETE MATERIAL	CITY STREET	CU YD	20.00	90.00	1,800.00					
GROUP IV TOTAL						9,000.00					
V	BIT SURFACE HOT MIX		TON	500.00	60.00	30,000.00					
TOTAL BIDS			% Over(+)/ Under(-) Est.	AS READ							

FILE COPY

BS

Co Asphalt P. O. Box 25 Reston, IL 61920	1-2 Earl Walker Company P. O. Box 77 Sullivan, IL 61951	1-3 Larry Heuerman P. O. Box 12 Montrose, IL 62445	1-4 Howell Paving P. O. Box 1009 Mattoon, IL 61938	1-5 McKinney Trucking P. O. Box 96 Montrose, IL 62445	1-6 Charleston Stone Inc P. O. Box 260 Charleston, IL 61920	1-7 Mid Illinois Concrete 1413 Dewitt Ave Mattoon, IL 61938
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cc 3000	cc 3000	cc 3000	cc 1000	cc 1000	cc 1000	cc 300
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Unit Price	Total	1-2		1-3		1-4		1-5		1-6		1-7	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
75	64,750.00	1.72	63,640.00	1.685	62,345.00								
.00	9,500.00	9.65	9,167.50	8.49	8,065.50								
.00	4,100.00	9.65	3,956.50	8.49	3,480.90								
	78,350.00		76,764.00		73,891.40								
								11.50	28,750.00	10.67	26,675.00		
								13.00	12,350.00	12.17	11,561.50		
								12.50	2,500.00	11.67	2,334.00		
									43,600.00		40,570.50		
										92.00	7,360.00	90.00	7,200.00
										92.00	1,840.00	90.00	1,800.00
											9,200.00		9,000.00
								58.50	29,250.00				

FILE COPY

EXHIBIT A

SPECIFICATIONS

WATER TREATMENT PLANT CHEMICALS
CITY OF MATTOON
MATTOON, ILLINOIS

Listed below are the chemicals needed and the approximate amount the City of Mattoon will use in 2008.

- | | |
|--|----------|
| 1. Hydrofluosilicic Acid 23%
55gal. Drum | 40,000# |
| 2. Liquid Chlorine
Ton cylinders | 35,000# |
| 3. Aqua Ammonia 26 Deg.
55gal drum | 30,000# |
| 4. Liquid Aluminum Sulphate
Truckload | 300,000# |
| <ul style="list-style-type: none">• Please specify price in dry weight / pound | |
| 5. Carbon Dioxide (CO2) in bulk
The WTP has a 14-ton vessel. | 200,000# |

Please state if bid is for one year.

- All chemicals are to be NSF Certified 60.

SPECIFICATIONS

Powdered Activated Carbon
CITY OF MATTOON
MATTOON, ILLINOIS

Listed below is the chemical needed and the approximate amount the City of Mattoon will use in 2008.

Powder Activated Carbon 60,000#
(Norit HYDRODACO B Activated or Calgon WPH)

Bulk truck load – 30,000# /load (1-2 loads per year)

Please state if bid price is for one year.

All chemicals are to be ANS/NSF Certified 60.

SPECIFICATIONS

WATER TREATMENT PLANT CHEMICALS CITY OF MATTOON MATTOON, ILLINOIS

Listed below is the chemical needed and the approximate amount the City of Mattoon will use in 2008.

Cationic Polymer 35,000#

This polymer is to be one that has already been tested in the plant.
Please state product name/catalog number.

Please state if bid price is for one year.

- All chemicals are to be NSF Certified 60.

SPECIFICATIONS

WATER TREATMENT PLANT CHEMICALS CITY OF MATTOON, ILLINOIS

Listed below are the chemical needed and the approximate amount the City of Mattoon will use in 2008.

Polyphosphate blend (liquid) 2,500 gallons

The WTP has a 500gal mini bulk tank that the supplier will pump his product into. The supplier will have his own pump system and hoses. Please provide Specific Gravity and percent of phosphate in blend.

Please state if bid price is for one year.

- All chemicals are to be NSF Certified 60.

EXHIBIT B
Chemical Bidders for 2007

Brenntag
Attn: John Strother
P.O. Box 20
Hendersson KY 42419-0020
800-950-1727

Garratt-Callahan Co
Attn: Greg Sullivan
340 LaLonde Ave
Addison, IL 60101

Ulrich Chemical, Inc.
1400 Lockport Road
Terre Haute, IN 47802

GAC Mid America
Attn: Ellen
P.O. Box 352230
Toledo, OH 43635
800-537-7561

General Chemical Corp
Attn: Lisa Browniee
90 East Halsey Rd
Parsippany, NJ 07054
1-800-631-8050

US Aluminate
Attn: Inside Sales/Steve Galloway
1120 Middle River Rd
Baltimore MD21220
410-918-2230 ext 103

Sal Chemical
Attn: Lisa Martin
3036 Birch Drive
Weirton WV 26062
800-846-0330

Continental Carbonic Products, Inc
Attn: John Funk
3985 E. Harrison
Decatur IL 62526
428-2068

CalciQuest, Inc.
Attn: Elizabeth Palm
181 Woodlawn Ave
Belmont, NC 28012
1-800-929-6789

Eythanol Products
Attn: Joe Bouza
Scotland SD57059
851 Washington St
605-583-2258

Air Liquide
Attn: Sue Veselik
5230 S. East Ave.
Countryside, IL 60525
708-579-7939 Fax 579-7933

C & S Chemicals, Inc.
Attn: Rob Chanller
4180 Providence Rd.
Ste 310
Marietta, GA30062
1-770-977-2669 Ext 202

Praxair, Inc.
Attn: Rick Clarkson
9 Judith Lane
Cahokia IL 62206
314-664-7900

Altivia
1100 Louisiana, Suite 3160
Attn: Gayle Tollefsen
Houston Texas 77002
713-658-9000

ILMO Products Co.
Attn: Mike Hallock
213 N. 14th St.
Mattoon, IL 61938

Calgon Carbon Corp.
Attn: Nancy Sullivan
PO Box 717
Pittsburgh, PA 15230-0717
800-422-7266

Norit Americas Inc.
Attn: Stefanie Muse
PO Box 790
Marshall, TX 75671
800-641-9245

**City of Mattoon
Council Decision Request**

MEETING DATE: 02/04/2008 CDR NO: 2008-847 SUBJECT:
FMLA Employer Notice

SUBMITTAL DATE: 01/31/2008

SUBMITTED BY: Susan J. O'Brien, City Clerk

EXHIBITS (If applicable): Employer Family Medical Leave Act Notice

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

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

“I move to approve the City of Mattoon Employer Family Medical Leave Act (FMLA) Notice.”

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

While the City of Mattoon has previously stated in the February 20, 1996 Council minutes of their consensus to follow the law as the Family Medical Leave Act currently stands, there has been no notice formally approved the City Council.

According to the Act, the employer must specify its choice of how the employer will calculate FMLA leave. If a choice is not stated, then the option that provides the most beneficial outcome for the employee will be used for measuring the 12-month period. The options are: 1. Calendar year, 2. Any fixed 12-month “leave year”, such as fiscal year, a year required by State law, or a year starting on an employee’s “anniversary” date, 3. the 12-month period measured forward from the day any employee’s first FMLA leave begins, 4. A “rolling” 12-month period measured backward from the date an employee uses any FMLA leave.

Implementing regulations require the City to furnish employees with written guidance about their rights and obligations under the statute, as well as written guidance about the City’s specific policies relative to FMLA leave. Therefore, upon selecting a calculation and approving the notice, all employees will receive the notice within a reasonable timeframe.

CITY OF MATTOON, ILLINOIS

EMPLOYER FAMILY MEDICAL LEAVE ACT NOTICE

The FMLA leave for the City of Mattoon, Illinois provides for its eligible employees to take up to twelve (12) workweeks of leave during any twelve (12) month period because of a serious health condition.

The City of Mattoon calculates FMLA leave as the 12-month period measured forward from the day any employee's first FMLA leave begins.

Implementing regulations require the City to furnish employees with written guidance about their rights and obligations under the statute, as well as written guidance about the City's specific policies relative to FMLA leave.

Upon review of this document, the employee will sign and date the acknowledgement form on the last page and return to the City Clerk's Office for retention in the employee's personnel file within one week of employment.

INTERMITTENT AND REDUCED SCHEDULE LEAVE

The Intermittent and Reduced Schedule Leave may be used due to an employee's own serious health condition or to care for a family member with a serious health condition. This does not apply for leave associated with the birth or adoption of a child.

To be eligible for FMLA Intermittent and Reduced Schedule Leave, an employee must have worked for 12 months and 1250 hours in the previous 12 months of employment, and

A medical certification stating that such leave is medically necessary is mandatory. The medical certification shall have:

1. Date on which the serious health condition commenced;
2. Probable duration of the condition;
3. Statement that the eligible employee is needed to care for the family member, and the estimate amount of time required to do so;
4. For planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;
5. For leave due to an employee's own serious health condition, a statement of medical necessity for the intermittent leave or leave on a reduced work schedule and the expected duration of the intermittent leave or reduced scheduled leave; and
6. For leave due to a family member's serious health condition, a statement that the employee's intermittent leave or reduced schedule leave is necessary for the care of the family member, or will assist in the family member's recovery, and the expected duration of the leave.

Recertification will be required if the employee requests an extension of leave, or if the circumstances provided by the previous certification have changed significantly, or if the City receives information that casts doubt upon the continuing validity of the certification. Recertification must be provided to the City within 15 calendar days after the City's request.

The length of intermittent leave shall be no less than 15 minute increments.

The employee is required to attempt to schedule the leave so as not to disrupt the employee's operations. The employee is required to consult with the City Clerk or Department Head prior to scheduling treatment. The employee must make a reasonable effort to accommodate the City's preference in scheduling.

If an employee is using intermittent leave, or leave on a reduced schedule, that is foreseeable, the City may require the employee to transfer temporarily to an available alternative position for which the employee is qualified if it has the same pay and benefits, and the position better accommodates recurring periods of leave than the employee's regular position. This is not a requirement that the City must do, even if requested by the employee, but rather is an alternative the City may choose if the criteria are met.

Guidelines when requiring a job transfer:

1. The new position must better accommodate periods of leave than the employee's regular position;
2. The new position must have equal pay and benefits, but not job duties;
3. Transfer may be to a lower paying position that better accommodates the need for intermittent leave if the pay and benefits of the position are increased to the equivalent of the employee's regular job;
4. Transfer may be to a part-time job with the same hourly rate of pay and same benefits as the employee's regular job, provided the employee is not required to take more leave than medically necessary;
5. The temporary transfer cannot be to a position that could be construed to be intended to discourage the employee from taking intermittent leave; and
6. When the employee no longer needs intermittent leave, the employee must be returned to the same or equivalent job that the employee was in when the intermittent leave commenced.

LEAVE TO CARE FOR FAMILY MEMBERS

Eligible employees under certain circumstances are allowed to care for other individuals, specifically:

1. The birth of a son or daughter of the employee
2. The placement of a son or daughter with the employee for adoption or foster care; or
3. Provide care for the employee's son, daughter, spouse, or parent who has a serious health condition.

Under FMLA the term “son” and “daughter” includes employee’s minor biological and adopted children; employee’s minor foster children and stepchildren; son-in-law and daughter-in-law (per state statutes); or employee’s children who the employee bears day-to-day responsibilities to provide care for and financially support; and adult biological, adopted, or foster children, stepchildren and wards within the definition of “son” and “daughter,” provided that such individuals are “incapable of a mental or physical disability.”

Under FMLA the term “spouse” is defined as a husband or wife as recognized under the state the employee resides.

Under FMLA the term “parent” is defined to include biological parents or someone who stood in place of a parent when the employee was a child; and by state statutes includes father-in-law and mother-in-law.

The City may question the employee’s eligibility to take FMLA leave to care for a child, spouse or parent, because the City is uncertain about the nature of the relationship between the employee and third party. The City may require the employee to provide reasonable documentation of the familial relationship, such as a birth certificate, statement from the employee, adoption decree, or other court document.

REASONS FOR LEAVE:

1. **Birth or Placement of a Child** – Leave must be taken all at one time.

However, the City may agree to permit an employee to take leave for the birth or placement of a child on an intermittent basis or to work a reduced schedule, which is not a requirement of FMLA.

Leave may begin prior to the birth of a child, where the leave is for prenatal care or if the pregnancy renders the employee unable to work. Leave for the placement or adoption of a child may begin prior to the actual placement or adoption, where the absence from work is required in order to attend court appearances, counseling sessions, or consultations with attorneys concerning the placement or adoption.

Leave due to the birth of a child or placement of a child with the employee for adoption or foster care must be concluded prior to the end of the 12-month period after the birth or placement unless the state law requires, or the City permits, leave to be taken for a longer period. Parents who are both employed by the City are subject to special rules regarding FMLA leave for the birth or placement of a child. In those instances, the combined total leave to which both parents are entitled is 12 workweeks in any 12-month period. If the leave is taken for any other reason, such as the child’s serious health condition, each parent is entitled to the full 12

workweeks of leave.

2. Serious Health Condition

Under FMLA, eligible employees are entitled to take leave if they are “needed to care for” a child, spouse, or parent who has a serious health condition which are considered to be:

1. An employee may be needed to care for a family member who has a serious health condition and who, as a consequence, is unable to care for his or her own basic medical, hygienic, safety, or nutritional needs, or is unable to transport himself or herself to the doctor.
2. An employee may be needed to provide psychological comfort and reassurance that would benefit a family member who has a serious health condition and is receiving inpatient or home care.
3. The employee may be needed to fill in for others who are caring for the family member, or where the employee must be absent to make arrangements for charges in a family’s member’s care, such as a transfer to a hospital or nursing home.

The employee may take intermittent leave or work on a reduced schedule if the family member’s condition is intermittent or if the employee is needed only intermittently.

The City will require the employee to submit a certification from a health care provider to substantiate that the leave is due to the serious health condition of the employee’s child, spouse, or parent. The certification will contain the following information:

1. Date on which the serious health condition commenced;
2. Probable duration of the condition; and
3. Statement that the eligible employee is needed to care for the spouse, child, or parent;
4. An estimate of the amount of time that the employee is needed to care for the spouse, child, or parent.
5. For planned treatment, the dates on which such treatment is expected to be given and the duration of such treatment for employees who are on an intermittent or reduced schedule leave; and
6. For leave due to a family member’s serious health condition, a statement that the employee’s intermittent leave or leave on a reduced work schedule is necessary for the care of the child, parent, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced work schedule.

RETURN TO WORK ISSUES

As a general rule, an employee who is returning from FMLA leave is entitled to be reinstated to the same or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

A. Recertification, periodic reports, and fitness-for-duty certifications

The City has a right to seek and obtain current information concerning an employee's willingness and ability to return to work from FMLA leave by requiring:

1. Recertifications from health care providers
2. Periodic Reports from employees containing the employee's status and intent to return to work.
3. Fitness-for-Duty Certifications from health care providers

B. Reinstatement to the same or equivalent position

Upon returning from FMLA leave, an employee is entitled to be returned to the same position that he or she held when the leave commenced or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition, the employee is not entitled to restoration under the FMLA.

1. **Equivalent position** must be virtually identical to the employee's former position in terms of pay, benefits, working conditions, privileges, and status, including substantially equivalent skill, effort, responsibility and authority.
2. **Equivalent terms and conditions** must be the same or to a geographically proximate worksite to where the employee had previously been employed, including ordinarily the same shift or the same or equivalent work schedule, but does not extend to immeasurable aspects of the job.
3. **Equivalent pay and benefits** are any unconditional pay increases, such as cost of living increases, that occurred during the FMLA leave period, including same or equivalent pay premiums (shift differential) and an opportunity for overtime work if the employee's position required overtime when he or she went out on FMLA leave, unless overtime is decreased City-wide or an overtime project was completed during the leave period or an employee would not be entitled to return to work the original overtime hours upon reinstatement. Benefits that have accrued at the time FMLA leave began must be resumed upon the employee's return to work at the same levels as when leave began.

C. Exceptions to the general rule

1. **Key Employees**

The City may deny reinstatement to certain highly compensated employees (“key employees”) who are on FMLA leave if the following conditions are met:

- a. The City determines that denying restoration is necessary to prevent substantial and grievous economic injury to the operations of the City;
- b. The City notifies the employee of its intent to deny restoration at the time the City determines that substantial and grievous economic injury would occur; and
- c. In any situation in which leave has commenced, the employee elects not to return to employment after receiving such notice.

This exception applies only to salaried employees who are among the highest paid 10% of employees employed by the City within 75 miles of the facility at which the employee works. Employees will be notified in writing of their status as key employees and the consequences with respect to reinstatement at the time the leave is requested.

If a key employee on FMLA leave does not return to work in response to the City’s notification of intent to deny restoration, the employee continues to be entitled to maintenance of health benefits, and the City may not recover its cost of the health benefit premiums. A key employee’s rights under the FMLA continue unless and until the employee either gives notice that he or she no longer wishes to return to work, or the City actually denies reinstatement at the conclusion of the leave period. After notice to an employee has been given that substantial and grievous economic injury will result if the employee is reinstated to employment, an employee is still entitled to request reinstatement at the end of the leave period even if the employee did not return to work in response to the City’s notice. The City must then again determine whether there will be substantial and grievous economic injury because of the reinstatement of the employee, based on the facts at that time. If it is determined that substantial and grievous economic injury will result, the City must notify the employee in writing of the denial of restoration.

2. Job Elimination

Employees who are on FMLA leave have no greater rights to reinstatement or to other benefits and conditions of employment than they would have had if they had not taken FMLA leave; therefore, an employee’s right to job restoration will cease if the City has eliminated their position due to layoff, or if an employee is hired for a specific period of time or to perform work on a particular project, there is no obligation to restore the employee if the employment term or project is over. The same applies for shift work and overtime.

3. Failure to provide Fitness-For-Duty Certification

If an employee fails to provide the requested fitness-for-duty certification to return to work, the City may delay restoration of the employee until the certification has been provided.

4. Fraudulently obtaining FMLA leave

An employee who fraudulently obtains FMLA leave is not protected by the FMLA's job restoration provision.

EMPLOYEE'S ACKNOWLEDGEMENT OF FMLA NOTICE

I, _____, have received the City of Mattoon,
(Print Employee's Name)

Illinois FMLA Notice.

Date

Employee's Signature

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2008-1262

AN ORDINANCE AUTHORIZING A VARIANCE OF THE SETBACK DIMENSION TO ENABLE CONSTRUCTION OF A BUILDING ON LOTS FIVE (5) AND SIX (6) IN BLOCK ONE HUNDRED FIFTY-ONE (151) IN THE ORIGINAL TOWN, NOW CITY OF MATTOON, COLES COUNTY, ILLINOIS - BAL ESTATE COMPANY, SCOTT WAYNE STOLTZFUS AND BRENDA SUE STOLTZFUS, APPLICANTS.

WHEREAS, a Petition for Variance was filed with the City Clerk for the City of Mattoon by BAL ESTATE COMPANY, SCOTT WAYNE STOLTZFUS and BRENDA SUE STOLTZFUS on the 21st day of December, 2007 requesting that the City of Mattoon, Illinois grant a variance on setback to twelve (12) feet for the real estate described as follows:

LOTS FIVE (5) AND SIX (6) IN BLOCK ONE HUNDRED FIFTY-ONE (151), IN THE ORIGINAL TOWN, NOW CITY OF MATTOON, COLES COUNTY, ILLINOIS. (Also known as 1317-1321 Charleston Avenue, Mattoon, Illinois.)

WHEREAS, a public hearing was held before the Zoning Board of Appeals for the City of Mattoon on the 15th day of January, 2008, pursuant to published notice;

WHEREAS, the Zoning Board of Appeals forwarded the report of the public hearing to the Mattoon Planning Commission;

WHEREAS, said Mattoon Planning Commission considered said Petition for Variance and recommended the Petition for Variance be approved by the Zoning Board of Appeals and the City Council of the City of Mattoon;

WHEREAS, said Zoning Board of Appeals considered said Petition for Variance at a meeting held on the 4th day of February, 2008 and recommended that said Petition for Variance be approved;

WHEREAS, this City Council believes that said Petition for Variance should be approved.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mattoon, Illinois as follows, to-wit:

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

Section 2. It is hereby determined and found by the City Council of the City of Mattoon, Illinois and corporate authorities of said City of Mattoon that the Petition for Variance submitted by BAL ESTATE COMPANY, SCOTT WAYNE STOLTZFUS and BRENDA SUE STOLTZFUS is in compliance with Chapter 159 of the Code of Ordinances of the City of

Mattoon and is hereby approved and that the premises described in said Petition for Variance shall be granted a variance of the setback to twelve (12) feet, all as described in said Petition.

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

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

Upon motion by _____, seconded by _____, adopted this 4th day of February, 2008, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this 4th day of February, 2008.

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

ATTEST:

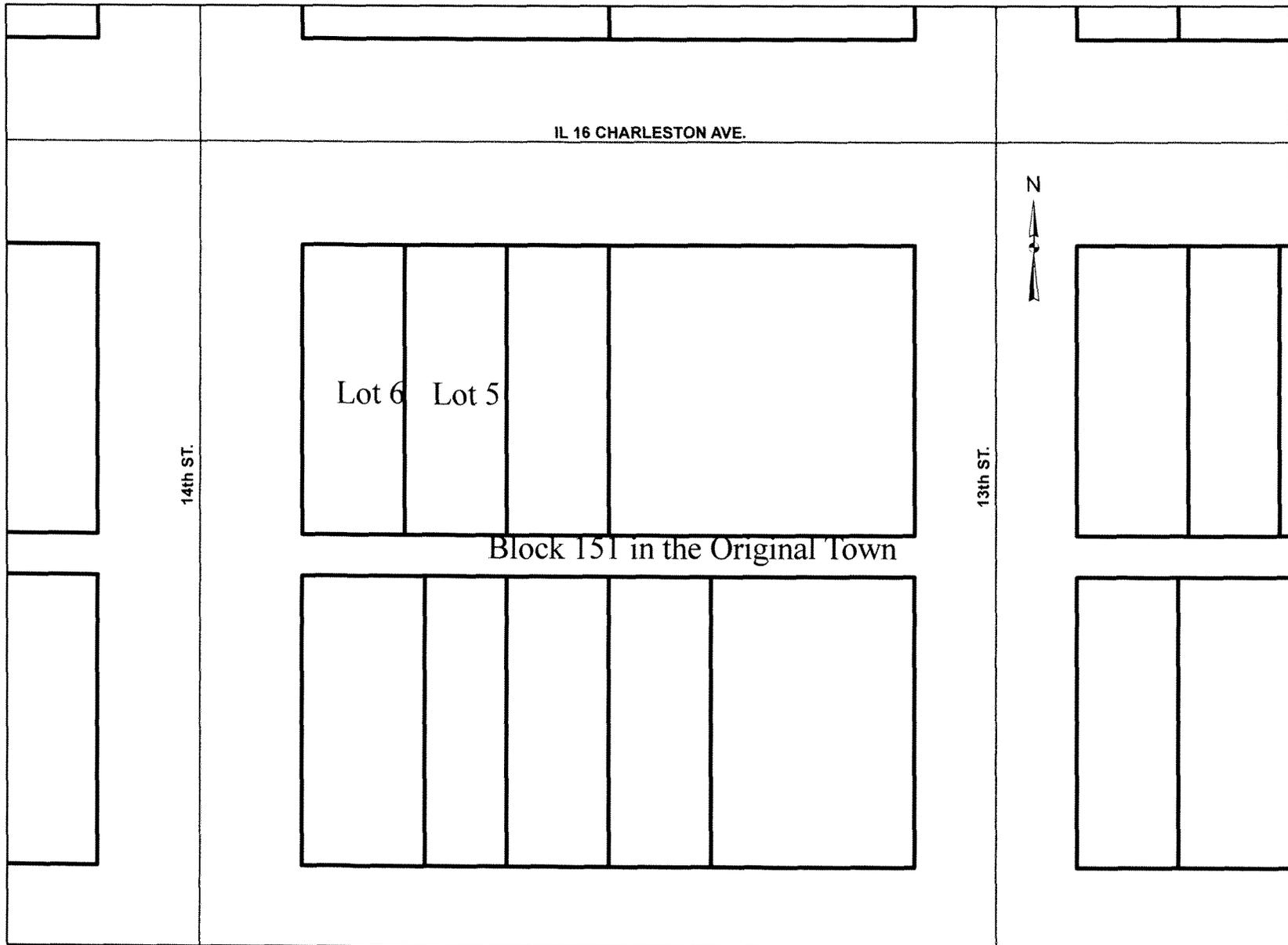
APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on _____, 2008.

SPECIAL ORDINANCE 2008-1262



CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2008-1263

**AN ORDINANCE FOR A VARIANCE AND REZONING 1704 WALNUT AVENUE
FROM R-1, SINGLE FAMILY RESIDENTIAL TO C-3, SERVICE COMMERCIAL
DISTRICT**

WHEREAS there has been filed a written Petition by David M. and Patricia L. Wallace, respectfully requesting the change in zoning from R1, Single Family Residential to C3, Service Commercial District on the property legally described as:

Lots 4, 5, and 6, Block 3 in Richmond's Addition to the City of Mattoon and all that part of lot 3 in Block 3 in Richmond's Addition to the City of Mattoon, lying west of the right of way of the Illinois Central Railroad, Coles County, Illinois. Commonly known as 1704 Walnut Avenue, Mattoon, Illinois

WHEREAS the above-described premises are within the corporate limits of the City of Mattoon, and is less than forty thousand (40,000) coterminous square feet and a variance is requested to allow rezoning for less than forty thousand (40,000) coterminous square feet; and

WHEREAS the current zoning of the property is R-1, Single Family Residential, and the rezoning request is in keeping with the zoning of the area and is beneficial to the petitioner for construction of a post-frame building for a vinyl graphics business on the property; and

WHEREAS the Zoning Board of Appeals held a properly noticed public hearing on January 15, 2008 regarding petitioners' request for said variance and rezoning; and

WHEREAS both the Planning Commission for the City of Mattoon, Coles County, Illinois and the Zoning Board of Appeals for the City of Mattoon, Coles County, Illinois have recommended that the requested variance and rezoning be granted; and

WHEREAS the City Council for the City of Mattoon, Coles County, Illinois, deems that it would be in the public interest to approve the variance and rezoning on the premises described in this ordinance.

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

Section 1. Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of Ordinances, the property legally described as aforesaid, be granted a variance for rezoning less than forty thousand (40,000) coterminous square feet and the same is rezoned from R1, Single Family Residential to C3, Service Commercial District.

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

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

Section 4. The City Clerk shall make and file a duly certified copy of this ordinance with the Clerk and Recorder's Office of Coles County, Illinois.

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 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:

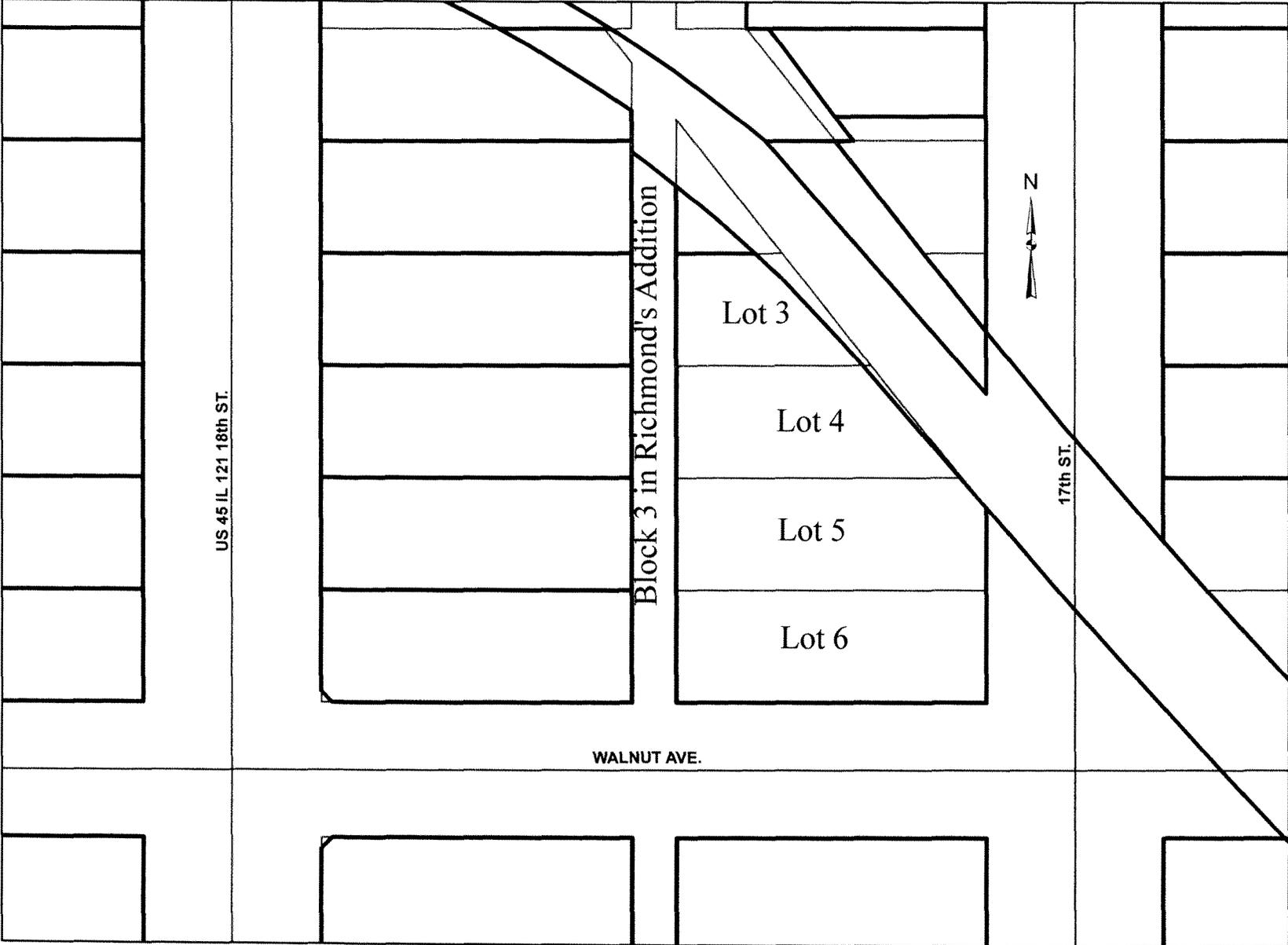
APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on _____, 2008.

SPECIAL ORDINANCE 2008-1263



CITY OF MATTOON, ILLINOIS

RESOLUTION 2008-2731

**A RESOLUTION APPROVING A LETTER OF ENGAGEMENT FOR
LEGAL SERVICE PROVIDED BY GILMORE & BELL IN
CONJUNCTION WITH THE REDEVELOPMENT OF THE
CROSS COUNTY MALL AND THE ISSUANCE BY THE
CITY OF OBLIGATIONS SECURED BY TIF AND
BUSINESS DISTRICT REVENUES AND AUTHORIZING
THE MAYOR TO EXECUTE THE ENGAGEMENT LETTER**

WHEREAS, the City of Mattoon finds that there is a spirit of mutual cooperation between the City and the management of the Cross County Mall to renovate their property and restore the Mall as a retail and social center of the community, and

WHEREAS, the City of Mattoon and the management of the Cross County Mall have conducted preliminary discussions concerning the redevelopment of the Mall, and

WHEREAS, the result of these preliminary discussions has yielded progressive indications from the Mall of their desire to redevelop the property in the form of preliminary designs and cost estimates, and

WHEREAS, the City's Urban Consultant has recommended the firm of Gilmore & Bell to represent the City of Mattoon in these matters, and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, the Mayor is hereby authorized to engage the services of the firm of Gilmore & Bell to represent and counsel the City in these matters, furthermore the Mayor shall execute the attached engagement letter and other documents as need to move forward with this endeavor.

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.

GILMORE & BELL

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

ONE METROPOLITAN SQUARE
211 NORTH BROADWAY, SUITE 2350
ST. LOUIS, MISSOURI 63102-2733

KANSAS CITY, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

314-436-1000
FAX: 314-436-1166
WWW.GILMOREBELL.COM

January 16, 2008

Mayor and City Council
Mattoon, Illinois

Re: City of Mattoon, Illinois – Redevelopment of the Cross County Mall

Ladies and Gentlemen:

This letter will confirm our engagement to provide legal services to the City in connection with the redevelopment of the Cross County Mall and the issuance by the City of obligations secured by tax increment financing revenues and business district revenues (the “Obligations”).

Firm Experience

Gilmore & Bell is a nationally recognized bond counsel firm that specializes in tax-exempt municipal bond financing for state and local governments. The firm is presently acting as bond counsel with respect to a wide variety of bond issues in Illinois, Missouri and other states. Attached hereto as *Exhibit A* is a copy of our firm resume, which provides an overview of our firm’s public finance and securities law practice.

Our firm’s economic development practice group concentrates on providing a full range of services to assist local governments with economic development matters. Attorneys practicing in this group assist in the utilization of tools such as development impact fees, tax increment financing, special taxing districts and tax abatement. These attorneys have considerable experience in preparing and negotiating agreements, preparing ordinances and code provisions, establishing special funding districts, structuring complex financings and assisting local governments in all other matters related to the completion of development projects.

Scope of Services

Services provided by Gilmore & Bell, P.C., as Special Counsel and Bond Counsel, will include the following:

1. Negotiate and draft (or assist the City Attorney in negotiating and drafting) the redevelopment agreement between the City and the selected developer.
2. Attend such conferences and meetings, including meetings of the City Council, as may be requested in connection with the redevelopment agreement.
3. Prepare or examine all proceedings and legal documents relating to the authorization of the Obligations.
4. Prepare and examine transcripts of proceedings relating to the authorization of the Obligations.
5. Coordinate and assist with the necessary filings and recordings with appropriate county, state and federal agencies.
6. Render an approving legal opinion on the validity of the Obligations and any opinions incidental thereto.

Fees and Expenses

(a) Our proposed fee for providing the services listed in paragraphs 1 and 2 under the caption **Scope of Services** above will be based upon a charge of \$195/hour.

(b) In addition to the hourly fee charged pursuant to paragraph (a) above, our proposed fee in connection with the issuance of Obligations will be determined in accordance with the following schedule:

<u>Principal Amount of Obligations</u>	<u>Fee</u>
Up to \$1,000,000	\$20,000
\$1,000,000 to \$5,000,000	\$20,000 + \$3.00 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$32,000 + \$2.00 per \$1,000 over \$5,000,000

If Obligations are not issued, our fee for providing the services listed in paragraphs 3 through 6 above will be based upon a charge of \$195/hour.

(c) In addition to the fees set forth in (a) and (b) above, we will be reimbursed for our out-of-pocket expenses incurred in connection with the transaction, such as travel, postage, deliveries, photocopying, printing and similar expenses.

Manner of Payment

We will submit invoices for payment of costs incurred under (a) above to the City on a monthly basis or at such other times as the City may request. If the ordinance authorizing the Obligations is approved but, pursuant to the terms of the Redevelopment Agreement, the

Obligations are not to be issued until some future date, then we will submit an invoice for payment of 25 percent of the costs incurred under (b) above upon approval of such ordinance. Otherwise, we will submit our invoice for payment of costs incurred under (b) above either at the time of issuance of the Obligations or when it is determined that Obligations will not be issued.

We look forward to the opportunity to work with the City on this project. If this proposal meets with the City's approval, please have one copy signed and return it to us.

Very truly yours,

A handwritten signature in cursive script that reads "Sean Flynn". The signature is written in black ink and is contained within a thin black rectangular border.

Sean M. Flynn

SMF:mas

**ACCEPTED ON THE BASIS OF THE TERMS SET FORTH ABOVE THIS ____ DAY
OF _____, 2008.**

CITY OF MATTOON, ILLINOIS

By: _____
Title: _____

Exhibit A



GILMORE & BELL, P.C.

December, 2007

History and Background

Gilmore & Bell was established in 1979, and today is one of the leading public finance law firms in the United States. The firm specializes in public finance transactions, serving as bond counsel or underwriters' counsel in a wide variety of tax-exempt and taxable financings and provides tax and arbitrage rebate services in connection with tax-exempt financings. The firm also handles commercial and corporate finance transactions and securities law matters. Gilmore & Bell has 50 attorneys and four offices, located in St. Louis and Kansas City, Missouri, Wichita, Kansas and Lincoln, Nebraska. The firm's attorneys have varied and extensive experience in all aspects of public finance transactions, including planning, structuring and coordinating financings, drafting legal documents, appearing before public bodies and agencies, and consulting with issuers and investment bankers on a wide array of public law matters. All offices of the firm are listed in the municipal bond attorneys section of The Bond Buyer's Municipal Marketplace Directory (commonly known as the "Red Book"), and all attorneys in the firm are members of the National Association of Bond Lawyers.

National Bond Counsel Ranking

The firm has a national reputation in the field of tax-exempt bond financing and has one of the largest public finance practices in the country. In 2006, Gilmore & Bell acted as bond counsel on 442 long-term municipal issues aggregating \$7.08 billion. According to published listings, in 2006 the firm ranked among bond counsel throughout the United States as follows:

National Bond Counsel Ranking⁽¹⁾

	<u>Missouri</u>	<u>Kansas</u>	<u>Nebraska</u>	<u>Nation</u>
<u>Gilmore & Bell</u>				
Number of Issues:	1 st	1 st	3 rd	2 nd
Dollar Volume:	1 st	1 st	2 nd	12 th

⁽¹⁾ Source: Thomson Financial Municipal Market Analysis.

Public Finance Practice

Gilmore & Bell provides a full range of services in connection with tax-exempt and taxable financings for state and local governments and private for-profit and non-profit institutions, including

bond counsel and underwriters' counsel services, representation of banks, credit and liquidity providers and other financial institutions, special tax services, and representation of municipalities on special matters. The firm's public finance practice is concentrated in Illinois, Missouri, Kansas and Nebraska, but also extends to the regional and national level in certain areas such as health care, housing, municipal lease financings and underwriters' representation. The firm has served as bond counsel or underwriters' counsel in a wide variety of financings for numerous state and local government agencies and political subdivisions in Illinois, Missouri, Kansas, Nebraska and a number of other states.

In the published listings for 2006, the firm's rankings among bond counsel throughout the United States for various types of long-term public finance issues are as follows:

Gilmore & Bell National Ranking⁽¹⁾

<u>Type of Issue</u>	<u>No. of Issues</u>
General Obligation Bonds	4 th
Health Care Bonds	2 nd
Higher Education Bonds	7 th
Single-Family Housing	6 th
Multi-Family Housing Bonds	7 th
Industrial Development Bonds	1 st
Long-Term Refunding Bonds	5 th
Municipal Revenue Bonds	4 th
Nursing Home Bonds	10 th
Public Power Bonds	3 rd
Transportation Bonds	1 st
Education	10 th

⁽¹⁾ Source: Thomson Financial Municipal Market Analysis.

The borrowers in these transactions include many types of public and private entities, including states, counties, cities, school districts and other governmental agencies and municipal issuers, private industrial corporations, hospitals, colleges and other private for-profit and non-profit institutions. These financings raise capital for many purposes, including general municipal improvements, schools and other public buildings, electric, water and sewer utilities, highways, streets and bridges, fire protection facilities, hospitals, nursing homes and retirement facilities, airports, parks and recreational facilities, colleges and universities, industrial, manufacturing and commercial projects, pollution control and solid waste and sewage disposal facilities, convention centers, sports facilities and single and multi-family housing projects. These financings involve new facilities, reimbursement of prior capital expenditures, refunding of outstanding tax-exempt debt and refinancing of outstanding taxable debt. They also involve various financing structures such as fixed interest rate bonds, multi-modal variable interest rate bonds with tender, purchase and remarketing features, auction rate bonds, current-interest and compound-interest bonds, pooled financings, master indenture financings, advance refundings, and various forms of credit-enhancement and liquidity supports including bond insurance, letters of credit, standby bond purchase agreements and lines of credit. These issues involve both competitively bid and negotiated sales, public offerings and private placements.

A list of financings in which the firm has participated is available on request.

Bond Counsel Services

Gilmore & Bell provides the full range of bond counsel services, including the following:

1. *Legal Analysis and Structuring.* Advise the issuer of the bonds and other parties to the financing regarding the legal authority for the issuance of the bonds, various legal structures and other

legal aspects of the financing.

2. *Preparation and Review of Legal Documents.* Prepare all proceedings and legal documents relating to the authorization and issuance of the bonds, including ordinances and resolutions authorizing the issuance of the bonds, the trust indenture, the loan agreement and any related promissory notes, mortgages and other security agreements securing the bonds, the tax compliance agreement with respect to the bonds, bond forms, the notice of bond sale, portions of the official statement used in connection with the sale of the bonds, and various other documents, certificates and opinions required to complete the financing, and review all documents prepared by underwriters' counsel and others in connection with the financing.

3. *Ruling Requests and Regulatory Matters.* Prepare and handle required requests for rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission and handle such other matters before governmental regulatory bodies and agencies as may be required.

4. *Attendance at Meetings.* Attend such conferences and meetings as may be necessary in connection with the financing.

5. *Legal Opinions.* Render our approving legal opinion on the validity of the bonds, the federal and state income tax treatment of interest on the bonds and such incidental opinions as may be necessary.

6. *Bond Closing.* Coordinate and attend the closing of the transaction.

7. *Bond Transcripts.* Assemble bond transcripts covering the proceedings relating to the authorization and issuance of the bonds, and distribute copies of the transcript to the parties to the financing.

8. *Miscellaneous Services.* Provide consultation and advice on miscellaneous legal matters relating to the authorization, issuance, sale and delivery of the bonds and perform any additional standard bond counsel services that may be necessary to complete the financing.

Underwriters' Counsel Services

The firm frequently serves as counsel to the underwriters of public finance transactions and has developed a separate national reputation for providing the full range of legal representation required by underwriters in such transactions, which includes the following services:

1. *Structuring of Financings.* Provide underwriters a complete and thorough legal analysis of all aspects of financial transactions, including analysis of financing structures and federal tax and securities law issues. This requires extensive expertise in tax-exempt and taxable financings, including particularly a knowledge and understanding of the applicable federal tax and securities laws and regulations. In addition, our expertise in performing financial computations and analysis using specialized computer programs and our working relationship with many issuers, rating agencies and credit enhancers provide valuable tools to underwriters in structuring and completing transactions.

2. *Preparation and Review of Underwriting and Legal Documents.* Prepare all underwriting documents required in connection with the transaction, including the bond purchase agreements between the issuer and the underwriters, the agreement among the underwriters, and the selling group agreement, and review of all other legal documents prepared by bond counsel and others in connection with the financing.

3. *Preparation of Disclosure Documents.* Prepare or assist the underwriters in the preparation of the official statement or other disclosure document relating to the bonds. The regulatory

climate in recent years has shifted greater focus on the responsibilities and liabilities of underwriters. Underwriters must have expert advice regarding the implications resulting from the publication of mandatory and voluntary disclosure guidelines and regulations issued by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The current emphasis on disclosure in public finance transactions is consistent with the longstanding approach the firm has taken to the importance of disclosure. The firm has developed a broad range of due diligence questionnaires, checklists and procedures that are an essential part of the disclosure process.

4. *Regulatory Compliance.* Monitor compliance with the various rules and regulations of the SEC and MSRB applicable to bond financings. For example, the firm has developed a package of standardized provisions relating to SEC Rule 15c2-12.

5. *Financial Calculations.* Perform the mathematical computations and analyses necessary in connection with public finance transactions, including cash flow analyses, escrow structuring, yield computations, debt service computations, arbitrage rebate calculations and other computations necessary to determine compliance with federal arbitrage and other tax law restrictions.

6. *Blue Sky and Legal Investment Memoranda.* Prepare the blue sky and legal investment memoranda required by the underwriters for each securities transaction. The firm provides complete representation in the area of state securities laws. We maintain a current file of the application forms of all fifty states and can quickly respond to an inquiry regarding the procedure and expense of qualifying an issue in a particular state.

7. *Legal Opinions.* Render a standard underwriters' counsel opinion, including an opinion regarding compliance of the official statement with SEC Rule 10b-5, and such incidental opinions as may be necessary.

8. *Attendance at Meetings.* Attend such conferences, meetings, bond sale and closing as may be necessary in connection with the financing.

9. *Miscellaneous Services.* Provide consultation and advice to the underwriters on miscellaneous legal matters relating to the authorization, issuance, sale and delivery of the bonds and perform any additional standard underwriters' counsel services that may be necessary to complete the financing.

Tax and Arbitrage Compliance Services

Gilmore & Bell's tax and arbitrage compliance services are designed to help municipal issuers, other borrowers and trustees comply with the federal income tax laws and regulations *after* the bond issue date. The firm has performed arbitrage rebate computations since 1987, and regularly advises municipal issuers on ways they can best comply with arbitrage investment restrictions, arbitrage rebate payment requirements, tax restrictions on the use of bond-financed facilities and other related federal income tax compliance issues. In addition, the firm represents its municipal issuers in responding to inquiries that are part of the Internal Revenue Service tax audit program for municipal bonds. As a result of its experience as bond counsel, as well as over fifteen years experience in preparing arbitrage rebate computations for hundreds of issuers, the firm's tax lawyers, assisted by a staff of financial analysts, can simplify the tax compliance process and minimize the municipal issuer's rebate liability.

Firm Philosophy

Gilmore & Bell is a service-oriented law firm that applies a philosophy of providing quality, cost-efficient and timely services to assist our clients in the completion of successful financings that meet the goals of the participants. Gilmore & Bell has the relevant experience, expertise and personnel to uniquely enable us to assist in the successful and expeditious completion of financings. All facets of our firm and its resources are designed and dedicated to provide effective, efficient and timely representation in financial transactions.

Additional Information

Additional information regarding the firm and its practice may be obtained by calling any member of the firm.

* * *

CITY OF MATTOON, ILLINOIS

RESOLUTION 2008-2732

A RESOLUTION APPROVING AN AGREEMENT FOR TECHNICAL SERVICES AND ASSISTANCE BETWEEN THE CITY OF MATTOON AND THE FIRM OF PECKHAM GUYTON ALBERS AND VIETS, INC.; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED AGREEMENT AND OTHER RELEVANT DOCUMENTS

WHEREAS, the City of Mattoon is committed to economic development and redevelopment of the community, and

WHEREAS, the City has previously engaged the services of the Urban Consulting firm of Peckham, Guyton, Albers, & Viets, Inc. to qualify and adopt TIF and Business Districts, and

WHEREAS, the City is desirous of securing technical assistance and expert advice in regard to the drafting of Redevelopment Agreements and other matters relating community planning and economic development, and

WHEREAS, Peckham, Guyton, Albers, & Viets, Inc. is a firm experienced in providing the expert advice necessary for the City of Mattoon is complete its redevelopment goals, and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, the Mayor is hereby authorized to engage the services of Peckham, Guyton, Albers, & Viets, Inc. to provide technical assistance and expert advice to the City in these matters, furthermore the Mayor and City Clerk shall execute the attached agreement and other documents as necessary to move forward with this endeavor.

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.

AGREEMENT FOR TECHNICAL SERVICES AND ASSISTANCE

⌘

BETWEEN

CITY OF MATTOON, ILLINOIS
AND
PECKHAM GUYTON ALBERS & VIETS, INC.

⌘

THIS AGREEMENT, is entered into on the date and by execution shown hereafter, by and between Mattoon, Illinois, hereinafter referred to as the "City" and Peckham Guyton Albers & Viets, Inc., hereinafter referred to as the "PGAV".

Witnesseth:

Whereas, the City has determined that among its core functions is the ongoing planning, economic development and redevelopment of the community; and

Whereas, the City from time to time requires special expertise and assistance to assist in these activities; and

Whereas, the City wishes to secure technical assistance to serve the City on an as needed basis regarding tax increment financing (TIF) and Business District administration for the Broadway East area, especially related to the Cross County Mall and surrounding properties; and

Whereas, PGAV is duly experienced in providing expert advice in the fields of community planning, economic development and TIF;

Now, Therefore, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

PGAV will, upon request of the City, assist in matters related to: consultation on Tax Increment Financing and Business District matters, including TIF Administration; Business District administration; review of development agreements between the City and developers; or consultation on other planning, zoning or economic development matters as shall be determined.

II. TIMING OF PERFORMANCE

The services of PGAV will be available immediately upon acceptance of this Agreement and will be undertaken and completed in accordance with a mutually agreed upon schedule. Work will be initiated on a task when authorized by the City in the form of a written or verbal task order issued by the Mayor, City Administrator or designee.

III. FEE AND METHOD OF COMPENSATION

- A. Compensation shall be made to PGAV in accordance with the following hourly rate schedule, not to exceed the amount of Eight Thousand Dollars (\$8,000), inclusive of reimbursable expenses, without written authorization from the City:

Project Staff	Hourly Rate
Vice President/Senior Consultant	\$200
Director & Assoc. Director, Urban Consulting	\$175
Senior Project Manager/Senior Architect	\$160
Project Architect/Landscape Architect	\$120
Project Manager/Project Planner/GIS Manager	\$110
Administrative/Technical Assistance	\$90

- B. Reimbursable expenses will consist of mileage, long distance telephone charges, express delivery charges, photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV.
- C. If the City fails to make payment due PGAV for services and reimbursable expenses within 60 days after receipt of our initial statement, PGAV will suspend services under this agreement until PGAV has been paid in full the amounts due for services and expenses.
- D. If for any reason the City determines that a task properly initiated under the terms of this Agreement should not proceed, the City will inform PGAV in writing that they wish to terminate the task. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy). The City will pay to PGAV an amount representing the work performed to the date of termination in accordance with the hourly rate schedule herein for the classification of personnel involved with the work plus any reimbursable expenses which have been incurred by PGAV to that date.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this _____ day of _____, 2008.

ATTEST:

CITY OF MATTOON

Susan O'Brien, City Clerk

David W. Cline, Mayor

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

Brian Pratt
Director

John W. Brancagione
Vice President

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2008-1264

**AN ORDINANCE APPROVING THE FINAL SUBDIVISION PLAT FOR
MATTOON MARKETPLACE**

WHEREAS, Thompson Thrift Management, Inc. as owner of the following described property:

A tract of land being lot 1 of the RE-PLAT OF OUTLOT 1 OF McFALL/SWORDS COMMERCIAL/RESIDENTIAL DEVELOPMENT and part of Section 17, T-12-N, R-8-E, 3rd P.M., Lafayette Township, Coles County, Illinois:

PARCEL 1:

COMMENCING AT AN EXISTING SURVEY MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW. ¼) OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 8 EAST OF THE THIRD MERIDIAN, THENCE SOUTH 0°04'38" EAST, ALONG THE ESTABLISHED WEST LINE OF SAID SOUTHWEST QUARTER (SW. ¼), 388.49 FEET ACTUAL (388.8 FEET RECORD) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE #16; THENCE ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT WHOSE RADIUS 5250.03 FEET ACTUAL (5271.30 FEET RECORD), 1524.81 FEET ARC TO THE PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, ALONG SAID CURVE TO THE RIGHT, 646.04 FEET ARC; THENCE NORTH 89°41'00" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, 41.70 FEET; THENCE SOUTH 0°19'00" EAST, 715.03 FEET; THENCE SOUTH 89°41'00" WEST, 640.00 FEET; THENCE NORTH 8°27'31" WEST, 625.77 FEET; THENCE NORTH 36°57'13" EAST, 70.21 FEET TO THE PLACE OF BEGINNING, COLES COUNTY, ILLINOIS, EXCEPT THAT PART OF THE FOLLOWING DESCRIBED REAL ESTATE:

COMMENCING AT AN EXISTING SURVEY MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW. 1/4) OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 0°04'38" EAST, ALONG THE ESTABLISHED WEST LINE OF THE SAID SOUTHWEST QUARTER (SW. ¼), 388.49 FEET ACTUAL (388.88 FEET RECORD) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE #16; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT WHOSE RADIUS IS 5250.03 FEET ACTUAL (5271.30 FEET RECORD), 1524.81 FEET ARC TO THE PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID RIGHT OF WAY LINE, ALONG SAID CURVE TO THE RIGHT, 205.27 FEET ARC; THENCE SOUTH 0°19'00" EAST, 219.54 FEET; THENCE SOUTH 89°41'00" WEST, 226.29 FEET; THENCE NORTH 8°27'31" WEST, 143.91 FEET; THENCE NORTH 36°57'13" EAST, 70.21 FEET TO THE PLACE OF BEGINNING.

AND

PARCEL 2:

COMMENCING AT AN EXISTING SURVEY MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW. ¼) OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 0°04'38" EAST, ALONG THE ESTABLISHED WEST LINE OF SAID SOUTHWEST QUARTER (SW. ¼), 388.49 FEET ACTUAL (388.8 FEET RECORD) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE #16; THENCE ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT WHOSE RADIUS IS 5250.03 FEET ACTUAL (5271.30 FEET RECORD), 2170.85 FEET ARC; THENCE NORTH 89°41'00" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE 41.70 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 89°41'00" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, 40.00 FEET; THENCE SOUTH 0°19'00" EAST, 755.03 FEET; THENCE SOUTH 89°41'00" WEST, 674.28 FEET; THENCE NORTH 8°27'31" WEST, 40.41 FEET; THENCE NORTH 89°41'00" EAST, 640.0 FEET; THENCE NORTH 0°19'00" WEST, 715.03 FEET TO THE PLACE OF BEGINNING, COLES COUNTY, ILLINOIS.

AND ALSO

LOT 1 OF THE REPLAT OF OUTLOT 1 OF McFALL/SWORDS COMMERCIAL/RESIDENTIAL DEVELOPMENT, PHASE 1, LAFAYETTE TOWNSHIP, COLES COUNTY, ILLINOIS.

has caused said premises to be surveyed and subdivided into a lots as shown on the plat submitted to the City Council for approval in accordance with the Statute of the State of Illinois in such made and provided; and

WHEREAS, said plat of the subdivision to be known as MATTOON MARKETPLACE, City of Mattoon, Coles County , Illinois has been submitted to the City Council of the City of Mattoon for approval in the manner as by law required, which plat is attached hereto as Exhibit "A" and made a part hereof by reference thereto; and

WHEREAS, it appears from an examination of said plat that the same is in due form as required by law and complies with all rules, regulations, and requirements relative to subdivisions in the City of Mattoon, Illinois, and that by said plat should be approved; and

WHEREAS, the Planning Commission of the City of Mattoon, Coles County, Illinois, has recommended that said plat be approved.

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

Section 1. Pursuant to enabling authority, that the plat, of **MATTOON MARKETPLACE** to the City of Mattoon, Coles County, Illinois, be hereby approved and that a certificate of such approval be endorsed upon said plat signed by the Mayor and the City Clerk in the manner as provided by law.

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

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

Section 4. The City Clerk shall make and file a duly certified copy of this ordinance with

the Clerk and Recorder's Office of Coles County, Illinois.

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 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.

**City of Mattoon
Council Decision Request**

MEETING DATE 2/4/2008 CDR NO: 2008-849

SUBJECT: \$3,000 contribution to The Illinois Eastern Colleges Small Business Development Center to be matched by DCEO for client counseling on RLF, TIF & BD applications

SUBMITTAL DATE: 1/31/2008

SUBMITTED BY: Alan Gilmore, City Administrator

EXHIBITS (If applicable): none

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$3,000.00	BUDGETED: N/A	REQUIRED: \$3,000.00

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 contribute \$3,000.00 to the Eastern Illinois Colleges Small Business Development Center (SBDC) to be used as Illinois Department of Economic Opportunity (DCEO) program matching funds.

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

Due to recent changes in the grant matching formula instituted by DCEO where the SBDC formerly was allowed to use in-kind contributions, such as office space, office equipment and furnishings. These in-kind contributions are no longer allowed under DCEO's new grant matching fund regulations for SBDC grants. Now only cash contributions are recognized by DCEO at the ratio of \$1.00 of DCEO funding matched by 75 cents of local contributions. Under the past grant matching regulations the SBDC used to commit \$32,000 in matching funds, now with the new grant matching regulations the SBDC is required to commit \$60,000 in matching grant funds for the same amount of program funding.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2008-5249

**AN ORDINANCE AMENDING THE MATTOON CODE OF ORDINANCES TO
UPDATE THE AMBULANCE SERVICES PROVISIONS**

WHEREAS, the City of Mattoon currently has ordinances that deal with the operation of a ambulance by the City; and

WHEREAS, over the last year the City of Charleston has sent its ambulance to Mattoon to address service issues within the City; and

WHEREAS, the City wishes to provide coverage for ambulance service within the City and end the City's dependence on the ambulance services from the City of Charleston; and

WHEREAS, The City Council has authorized the ordering of a new ambulance; and

WHEREAS, the City wishes to augment and not replace the current private ambulance service serving the City of Mattoon; and

WHEREAS, The City Administration wants to update the Mattoon Code of Ordinances to provide fees appropriate to the services being rendered by the Mattoon Fire Department.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mattoon as follows:

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

Section 2. Amendments. Section 34.55 of Chapter 34 of the Code of Ordinances of the City of Mattoon are hereby repealed. Section 34.55 of Chapter 34 is reenacted as follows:

**§ 34.55 MUNICIPAL AMBULANCE SERVICE; EMERGENCY
RESCUE SERVICE CHARGES.**

(A) The management and administration of ambulance services is hereby assigned to the Fire Department.

(B) The Fire Department, through appropriately trained personnel, is hereby authorized to operate and maintain an emergency vehicle for Emergency Basic Life Support Rescue Transport Services.

(C) The Fire Department shall provide Emergency Basic Life Support Ambulance Rescue Services.

(D) For Emergency Basic Life Support Rescue Transport Services, which consists of transport from the scene of an incident to Sarah Bush Lincoln Health Center Emergency Room, the following charges shall be paid by persons benefiting from those services:

- (1) Residents of the city shall pay \$230.00 plus \$9.63 per mile from the scene to hospital emergency room
- (2) Non-residents of the city shall pay \$437.00 plus \$9.63 per mile from the scene to hospital emergency room
- (3) Disposable medical supplies used in patient treatment by the municipal ambulance service shall be charged to the patient(s) on a current cost basis as shall be determined by the fire chief.
- (4) The fee for non-emergency standby service to any commercial enterprise shall be seventy five dollars (\$75.00) per hour with the exception of special events authorized by the City Administration or the Mattoon Fire Department and Mattoon Community Unit #2 sporting events.
- (5) Ambulance fees shall be evaluated on an annual basis and adjusted if deemed necessary by the city.

(E) The Fire Department, with the advice and consent of the City Treasurer, shall establish billing practices and procedures; develop appropriate internal forms for the administration of the billing system; maintain a system of accounts receivable; render statements for services provided; and, administer the collection of unpaid accounts.

(F) It is the intention of the City Council that all of the services provided under the authority of this section be deemed "rescue" services as provided in ILCS Ch. 745, Act 10, § 5-101, which states: "Neither a local public entity nor a public employee is liable for failure to establish a fire department or otherwise to provide fire protection, rescue or other emergency service."

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

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

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 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.

SPECIAL ORDINANCE NO. 2008 -1265

**AN ORDINANCE AUTHORIZING THE CLOSURE OF 16TH STREET
ADJACENT TO THE MATTOON AREA FAMILY YMCA**

WHEREAS, the Mattoon Area Family YMCA (YMCA) has been an integral part of the City, and more specifically the mid-town area, for over twenty years; and,

WHEREAS, two years ago, when the YMCA was exploring the option of moving out of the mid-town area, the City of Mattoon was very vocal in opposition to the move and vowed to support the YMCA in its efforts to expand in its current location; and,

WHEREAS, the YMCA is currently planning an expansion of their facility located at 221 North 16th Street; and,

WHEREAS, due to the size and layout of the land the City leases to the YMCA, the YMCA must utilize land across 16th Street for the parking lot for the expanded facility; and,

WHEREAS, utilizing the land across 16th Street has presented a safety issue for the patrons of the YMCA, especially families with young children and the disabled; and,

WHEREAS, after a public hearing on the issue of closing 16th Street to facilitate a safe environment for the expansion of the Mattoon Area Family YMCA, the City Council finds that is in it in the best interest of the City to encourage the safe expansion of the Mattoon Area Family YMCA by closing 16th Street to through traffic at a point adjacent to the location of the YMCA. This closure will allow safe passage for patrons between the parking lot on the east side of 16th Street and YMCA facility on the west side of 16th Street.

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 City Administrator and Public Works Director are directed to work with the YMCA Board of Directors and staff to develop the exact location and design of the infrastructure necessary to close 16th Street to through traffic and provide safe passage for the patrons of the YMCA.

Section 3. This ordinance shall be deemed published as of 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.

