

CITY OF MATTOON, ILLINOIS
CITY COUNCIL AGENDA
January 20, 2009

6:30 PM

BUSINESS MEETING

Pledge of Allegiance

Roll Call

Electronic Attendance

CONSENT AGENDA:

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

Minutes of the Regular meeting January 6, 2009

Police Department report for the month of December, 2008; and December 2008 Financial reports

Payroll and Bills for the first half of January, 2009

PRESENTATIONS, PETITIONS AND COMMUNICATIONS

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

PUBLIC PRESENTATION: Mattoon Middle School Reading Group Presentation of Read Across Mattoon – Rules by Cynthia Lord.

PUBLIC PRESENTATION: Recognition of 10 years of service with the Mattoon Arts Council to Tom LeVeck.

NEW BUSINESS:

Motion –Approve Council Decision Request 2009-930: Accepting two quotes from Dean Drainage for replacement of two culverts on West Lake Paradise Road. (McKenzie)

Motion –Adopt Resolution 2009-2764: Accepting a grant from the Illinois Housing Development Authority’s Energy Efficient Residential Retrofit Program; and authorizing the Mayor and City Clerk to sign the document. (Cline)

Motion –Adopt Resolution 2009-2765: Authorizing the city attorney to initiate proceedings in the circuit court seeking a court order directing the owners of real estate to abate a dangerous building and nuisance condition at 612 Wabash Avenue. (Cline)

Motion –Approve Council Decision Request 2009-931: Approving a \$23,000 Tourism Grant with \$17,000 to Mattoon Pride Softball, Inc. for hosting five 2009 softball tournaments and \$6,000 to Mattoon Parks Department for field preparation of the events. (Ervin)

Motion –Approve Council Decision Request 2009-932: Accepting the recommendation of the TIF and BD Incentive Review Committee for Thomas Rogers Jr. and Barbara J. Rogers, owners of a building located at 1406 Broadway, by granting a subsidy of \$5,400 from Mid-town TIF funds upon satisfactory completion of a roof replacement project. (Schilling)

Motion –Approve Council Decision Request 2009-933: Accepting the recommendations of the TIF Incentive Review Committee subject to availability of Mid-town TIF funds for:

- 1. Bernard H. deBuhr Jr. dba: deBuhr’s Seed & Feed Inc., 2001 Western Avenue, an annual subsidy grant of \$2,818.58 disbursed over a term of 5 years for façade improvements; and,**
- 2. Joseph A. Gillette dba; Commercial Refrigeration of Central Illinois, Inc., 720 N. 33rd Street, an annual subsidy grant of \$5,396.10 disbursed over a term of 10 years for façade restoration and interior renovations. (Schilling)**

Motion – Adopt Ordinance 2009-5267: Approving redevelopment agreement between the City of Mattoon and Coles Centre Hospitality, LLC. (Cline)

Motion – Adopt Ordinance 2009-5268: Approving agreement with IDOT concerning the Coles Centre LLC required intersection upgrades based on increase ADT (average daily traffic) generated by Coles Centre projects. (McKenzie)

Motion – Adopt Ordinance 2009-5269: Prohibiting parking along IDOT Route 16 to Lerna Road and Lerna Road to Thomason Drive. (McKenzie)

Motion – Adopt Ordinance 2009-5270: Prohibiting the discharge of sanitary sewage and industrial waste water into the storm sewer or drainage facility constructed along Route 16 and Lerna Road. (Hall)

Motion – Adopt Ordinance 2009-5271: Regulating encroachment on public right of way along Route 16 and Lerna Road. (McKenzie)

Motion – Adopt Ordinance 2009-5272: Approving redevelopment agreement between the City of Mattoon and Coles Centre, LLC. (Cline)

Motion – Adopt Special Ordinance 2009-1315: Vacating the Coles Centre Plat. (Cline)

Motion – Adopt Special Ordinance 2009-1316: Approving the Final Plat of Coles Centre. (Cline)

Motion – Adopt Ordinance 2009-5273: Amending Section 33.065 of the Code of Ordinances to update the rules and regulations of the Arts Council. (Ervin)

Recess to closed session pursuant to the Illinois Open Meetings Act for the purpose of 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)). (Cline)

Reconvene

Motion – Approve Council Decision Request 2009-934: Authorizing release of minutes appropriate for disclosure from meetings in closed sessions of the City Council and destruction of disclosed executive session minute audio recordings through June 2007. (Cline)

Adjourn

UNAPPROVED MINUTES:

January 6, 2009 (Regular)

Mayor Cline called the work study caucus session to order at 6:27 p.m. in the City Hall Council Chambers on January 6, 2009. The following Council members physically attended: Mayor Cline, Commissioners Randy Ervin, Rick Hall, Joe McKenzie, and David Schilling.

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

Administrator Gilmore reviewed the pending agenda items with discussion emphasizing on the bar screens, wrestling club, atrazine litigation, and hotel/motel tax collection and uses.

Mayor Cline called the regular meeting of the City Council to order at 7:02 p.m. in the Council Chambers at City Hall on January 6, 2009.

Mayor Cline presiding.

Mayor Cline led the Pledge of Allegiance.

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

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

Mayor Cline seconded by Commissioner Schilling moved to approve the consent agenda consisting of minutes of the regular meeting December 16, 2008 and special meeting December 23, 2008; Police Department report for the month of November, 2008; Fire Department report for the month of December, 2009; and Fire Department 2008 annual summary report.

Bills and payroll for the last half of December 2008

<u>General Fund</u>		
Payroll		\$ 255,372.01
Bills		<u>\$ 292,976.04</u>
	Total	\$ 548,348.05
<u>Hotel Tax Fund</u>		
Payroll		\$ 1,758.08
Bills		<u>\$ 3,280.94</u>
	Total	\$ 5,039.02
<u>Festival Management</u>		
Bills		<u>\$ 506.03</u>
	Total	\$ 506.03

**Insurance & Tort
Judgment**

Bills		\$ 5,327.00
	Total	\$ 5,327.00

Water Fund

Payroll		\$ 32,730.14
Bills		\$ 76,031.32
	Total	\$ 108,761.46

Sewer Fund

Payroll		\$ 28,540.65
Bills		\$ 365,325.13
	Total	\$ 393,865.78

Cemetery Fund

Payroll		\$ 3,540.93
Bills		\$ 281.32
	Total	\$ 3,540.93

Motor Fuel Tax Fund

Bills		\$ 8,289.30
	Total	\$ 8,289.30

Revolving Loan Fund

Bills		\$ 1,100.00
		\$ 1,100.00

Health Insurance

Bills		\$ 67,459.54
	Total	\$ 67,459.54

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

Mayor Cline opened the floor for presentations, petitions and communications. There was no public discussion.

Commissioner McKenzie seconded by Commissioner Ervin moved to adopt Council Decision Request 2009-925, appropriating \$320,130 of motor fuel tax funds for street maintenance uses for the calendar year 2009; approving the bid specifications for Seal Coat, Rock & Asphalt for street maintenance uses; and authorizing the mayor to sign the document.

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

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

Commissioner McKenzie seconded by Commissioner Schilling moved to adopt Resolution 2009-2762, appropriating \$330,000 of MFT funds for the 2009 Street Maintenance uses. [09-00000-00-GM]

RESOLUTION 2009-2762



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by Council of the City of Mattoon, Illinois, that there is hereby appropriated the sum of \$330,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2009 to December 31, 2009.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, Effingham, Illinois.

I, Susan J, OBrien Clerk in and for City of Mattoon, County of Coles

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council at a meeting January 6, 2009

IN TESTIMONY WHEREOF, I have hereunto set my hand and 6th day of January, 2009

(SEAL) Susan J. O'Brien City of Mattoon City Clerk

Authorized MFT

Date
Department of Transportation

Regional Engineer

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

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

Commissioner Ervin seconded by Commissioner Hall moved to approve Council Decision Request 2009-926, approving a \$3,000 grant from Hotel/Motel Tax receipts to the Mattoon Wrestling Club for hosting the Mattoon Kids Open on January 4, 2009.

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

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

Commissioner Schilling seconded by Commissioner Hall moved to approve Council Decision Request 2009-927, accepting a proposal from West & Company, L.L. C. for auditing services in connection with the April 30, 2009 financial statements in the amount of \$47,900; and authorizing the Finance Commissioner and City Treasurer to sign the letter of understanding.

Mayor Cline opened the floor for questions and comments. Mr. Herb Meeker inquired about increases for the services with Attorney & Treasurer Owen stating no increase in fees. Commissioner Schilling inquired about a one-year proposal with Attorney & Treasurer Owen noting a one-year proposal and the next council to consider a potential four-year proposal.

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

Commissioner Hall seconded by Commissioner McKenzie moved to approve Council Decision Request 2009-928, approving an emergency contract with Parkson Corporation for rebuilding and upgrading the bar screens at the Wastewater 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: YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor Cline.

Ordinance 2009-5265, amending public works procurement procedures to allow the local purchasing preference on competitive bidding, was not considered due to lack of motion.

Mayor Cline seconded by Commissioner Ervin moved to adopt Ordinance 2009-5266, approving an amendment to the meeting procedures of the Mattoon City Council.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2009-5266

AN ORDINANCE AMENDING THE MEETING PROCEDURES OF THE MATTOON CITY COUNCIL.

WHEREAS, the City of Mattoon, Coles County, Illinois, has in its Code of Ordinances procedures for the meeting of the Mattoon City Council, and;

WHEREAS, the current City of Mattoon Code of Ordinances currently uses the word “caucus” in describing the first order of business to be undertaken at City Council Meetings, and;

WHEREAS, The City Council believes the word “caucus” is inappropriate and desires strike that word from the ordinance and simply begin the City Council meetings at 6:30 p.m. on the first and third Tuesday of each month.

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

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

Section 2. Amendments. Section 32.02 of Chapter 32 of the Code of Ordinances of the City of Mattoon are hereby repealed. Section 32.02 of Chapter 32 is reenacted as follows:

(A) All regular meetings of the City Council shall be held on the first and third Tuesday of each month. All regular meetings of the City Council shall convene at 6:30 p.m.

Section 3. This Ordinance shall be in full force and effect from and after its approval, passage, and publication.

Upon motion by Mayor Cline, seconded by Commissioner Ervin, adopted this 6th day of January, 2009, by a roll call vote, as follows:

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

Approved this 6th day of January, 2009.

/s/ David W. Cline
David W. Cline, Mayor

City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien

/s/ J. Preston Owen

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on January 7, 2009.

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

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

Commissioner Schilling seconded by Commissioner McKenzie moved to approve Council Decision Request 2009-929, approving amendments to the budget for the fiscal year ending April 30, 2009.

Mayor Cline opened the floor for questions or comments. Attorney & Treasurer Owen stated the amendments were moving funds from one line item to another without affecting the bottom-line budget.

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

Commissioner Hall seconded by Commissioner Schilling moved to adopt Resolution 2009-2763, approving the plans and specification, and authorizing the call for bids for the restoration of the historic Illinois Central Depot.

CITY OF MATTOON, ILLINOIS

RESOLUTION 2009-2763

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING THE CALL FOR BIDS FOR THE RESTORATION OF THE HISTORIC ILLINOIS CENTRAL DEPOT

WHEREAS, the City of Mattoon is committed to renovation and redevelopment of the community's intermodal transportation sector, and

WHEREAS, the Mattoon Depot provides rail access to an estimated 30,000 Amtrak passengers annually, and

WHEREAS, the City has previously engaged the services of the Architectural Consulting firm of Hance-Utz & Associates Inc. to develop plans and specifications for renovation of the Historic Illinois Central Depot, and

WHEREAS, the City relies upon the Architect for technical assistance and expert advice in regard to drafting, advertising for bids, construction management, standards for bid proposals, approval of pay requests, and other matters relating to the completion of the Depot Restoration project, and

WHEREAS, Hance-Utz & Associates has advised the City to request authorization from the Illinois Department of Transportation to hold a Local Letting to receive sealed bid proposals and to waive pre-qualification standards for bidders submitting proposals for the renovation of the Historic Illinois Central Depot, and

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

1. The Mattoon City Council hereby approves the Mattoon Depot Restoration plans and specifications provided by its architect Hance-Utz Associates subject to any further reviews and approvals within the jurisdiction of any State or Federal Agencies.
2. Hance-Utz & Associates serving as the City's Architect and construction manager are hereby authorized to prepare bid notices on behalf of the City of Mattoon for the Depot Renovation project.
3. Hance-Utz & Associates is further authorized to coordinate a Pre-Bid Conference and shall prepare and distribute any additions, amendments or addendums to all bidders requesting plan sets as necessary to move forward with this endeavor.
4. Hance-Utz & Associates shall establish a bid opening date and time to be conducted in accordance with Illinois Department of Transportation bidding standards and regulations.
5. The Mayor and City Clerk are hereby authorized to execute any and all documents necessary to complete the bidding process.

Upon motion by Commissioner Hall seconded by Commissioner Schilling, adopted this 6th day of January, 2009, by a roll call vote, as follows:

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

Approved this 6th day of January, 2009.

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

ATTEST:

APPROVED AS TO FORM:

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

/s/ J. Preston Owen
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on January 7, 2009.

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

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

Mayor Cline seconded by Commissioner McKenzie moved to adopt Special Ordinance 2009-1314, authorizing the City of Mattoon to file suit against the makers of atrazine for the pollution caused by atrazine.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2009-1314

A SPECIAL ORDINANCE AUTHORIZING THE CITY TO FILE SUIT AGAINST THE MAKERS OF ATRAZINE FOR THE POLLUTION CAUSED BY ATRAZINE

WHEREAS, there is currently litigation underway in Illinois against the makers of Atrazine for the pollution caused by Atrazine, and;

WHEREAS, the City of Mattoon has and continues to experience the occurrence of Atrazine in its water supply, and;

WHEREAS, the City believes that it has and will continue to expend funds to limit or reduce the effect of Atrazine on its water sources and supplies, and;

WHEREAS, the City believe it is appropriate to ask the makers of Atrazine to assume the responsibility for eliminating, reducing or minimizing the effects of Atrazine on the City's water sources and supplies, and;

WHEREAS, the City believes that it is being proactive in taking these steps to protect the water sources and supply for its citizens.

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

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

Section 2. The Mayor and City Attorney & Treasurer are authorized and directed to take any steps necessary to file suit against the maker or makers of Atrazine or in the alternative to join any suit now pending in the State or Federal Courts of Illinois against any of the makers of Atrazine.

Section 3. The Mayor is authorized and directed to sign the "Legal Services Agreement,"

attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 4. The Mayor and City Clerk are also authorized to do any act and sign any additional documents necessary to implement the intent of this Ordinance.

Section 5. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Upon motion by Mayor Cline, seconded by Commissioner McKenzie, adopted this 6th day of January 2009, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): None

Approved this 6th day of January, 2009.

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

ATTEST:

APPROVED AS TO FORM:

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

/s/ J. Preston Owen
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on January 7, 2009.

Mayor Cline opened the floor for questions or comments. Mr. Herb Meeker inquired as to the costs to file suit with Attorney & Treasurer Owen stating a contingent fee with no cost to the City.

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

Commissioner Hall seconded by Commissioner Ervin moved to adjourn at 7:13 p.m.

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

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

/s/ Susan J. O'Brien
City Clerk

DEPARTMENT REPORTS:

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

	NUMBER	INCOME	EXPENSE
CALLS			
DISPATCHED FOR MONTH	1,532		

ARRESTS			
CITY COMPLAINTS	23		
STATE COMPLAINTS	66		
RELEASED PENDING INVESTIGATION	3		
CITY COURT FINES COLLECTED		\$1,961.00	
TRAFFIC FINES COLLECTED		\$3,705.06	
DUI EQUIPMENT FEES COLLECTED		\$703.53	
DRUG RELATED OFFENSE FINES COLLECTED		\$471.42	
POLICE VEHICLE FUND (COURT SUPERVISION)		\$160.00	
TOTAL	92		

ILLEGAL PARKING			
HANDICAP TICKETS @ \$100.00	0 (\$0.00)		
OTHER TICKETS @ \$10.00	2 (\$20.00)		
2 HR. TICKETS @ \$5.00	0 (\$0.00)		
2 HR. TICKETS OVER 72 HRS. @ \$10.00	0 (\$0.00)		
RESERVED TICKETS @ \$25.00	0 (\$0.00)		
RESERVED TICKETS OVER 72 HRS. @ \$35.00	0 (\$0.00)		
TOTAL TICKETS PAID	2 (\$20.00)	\$20.00	

REVENUE FROM PHOTOSTAT MACHINE			
TOTAL		\$185.75	

REVENUE FROM SEX OFFENDER REGISTRATION			
TOTAL		\$0.00	

ACCIDENTS			
ACCIDENTS REPORTED FOR MONTH	75		
INJURIES REPORTED FOR MONTH	11		
DEATHS REPORTED FOR MONTH	0		

VEHICLES			
MILES VEHICLES DRIVEN	25,114		
GALLONS OF GASOLINE	2,030.3		
REPAIR COSTS FOR POLICE DEPT VEHICLES			\$1,491.51

JAIL			
COST OF MEALS FOR PRISONERS			\$6.58
REVENUE FROM BOND FEES		\$320.00	

TOTAL INCOME - DECEMBER 2008		\$7,526.76	
TOTAL EXPENSE - DECEMBER 2008			\$1,498.09

PREPARED BY: DEBBIE SPARR
DATE: JANUARY 12, 2009

FINANCE REPORTS:

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CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

110-GENERAL FUND
FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	LIMITED RATE PROP TAXES	1,428,500.00	362,220.47	1,585,815.10	111.01	(157,315.10)
	UNLIMITED RATE PROP TAX	1,791,169.00	407,773.29	1,785,231.26	99.67	5,937.74
	TOWNSHIP ROAD & BRIDGE	123,500.00	30,547.34	139,881.81	113.26	(16,381.81)
	UTILITY TAX	1,325,000.00	107,148.80	557,571.88	42.08	767,428.12
	CABLE TV FRANCHISE TAX	170,000.00	0.00	0.00	0.00	170,000.00
	TIF/BD TAX RECEIPTS	<u>65,000.00</u>	<u>2,457.75</u>	<u>63,967.75</u>	<u>98.41</u>	<u>1,032.25</u>
	TOTAL TAXES	4,903,169.00	910,147.65	4,132,467.80	84.28	770,701.20
<u>LICENSES & PERMITS</u>						
	BUSINESS LIC & PERMITS	68,575.00	22,075.00	59,487.98	86.75	9,087.02
	NONBUSINESS LIC & PERMIT	<u>118,000.00</u>	<u>2,158.00</u>	<u>76,956.50</u>	<u>65.22</u>	<u>41,043.50</u>
	TOTAL LICENSES & PERMITS	186,575.00	24,233.00	136,444.48	73.13	50,130.52
<u>INTERGOVERNMENTAL REV</u>						
	FEDERAL GOVT GRANTS	200,000.00	1,436.40	109,501.63	54.75	90,498.37
	STATE GOVT GRANTS	28,000.00	0.00	6,470.54	23.11	21,529.46
	STATE GOVT SHARED REV	<u>8,968,000.00</u>	<u>841,312.95</u>	<u>5,463,188.87</u>	<u>60.92</u>	<u>3,504,811.13</u>
	TOTAL INTERGOVERNMENTAL REV	9,196,000.00	842,749.35	5,579,161.04	60.67	3,616,838.96
<u>CHARGES FOR SERVICES</u>						
	GENERAL GOVT CHARGES	222,181.00	4,569.79	140,231.34	63.12	81,949.66
	POLICE DEPT CHARGES	53,350.00	791.60	11,232.63	21.05	42,117.37
	FIRE DEPT CHARGES	45,700.00	2.00	7,424.96	16.25	38,275.04
	PUBLIC WORKS DEPT CHRGS	50,000.00	771.00	29,322.07	58.64	20,677.93
	LAKE & PARK REC CHARGES	<u>189,000.00</u>	<u>3,245.10</u>	<u>121,561.55</u>	<u>64.32</u>	<u>67,438.45</u>
	TOTAL CHARGES FOR SERVICES	560,231.00	9,379.49	309,772.55	55.29	250,458.45
<u>FINES & FORFEITURES</u>						
	COURT FINES	118,500.00	12,497.45	74,947.77	63.25	43,552.23
	OTHER FINES	0.00	0.00	0.00	0.00	0.00
	FORFEITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL FINES & FORFEITURES	118,500.00	12,497.45	74,947.77	63.25	43,552.23
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	105,000.00	9,151.62	32,182.85	30.65	72,817.15
	NET INCREASE(DECREASE)	0.00	0.00	0.00	0.00	0.00
	RENTS & ROYALTIES	<u>73,500.00</u>	<u>3,017.50</u>	<u>45,795.00</u>	<u>62.31</u>	<u>27,705.00</u>
	TOTAL INVESTMENT EARNINGS	178,500.00	12,169.12	77,977.85	43.69	100,522.15
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	107,500.00	58,103.69	158,099.15	147.07	(50,599.15)
	CONTRIBUTIONS & MISC REV	<u>7,500.00</u>	<u>0.00</u>	<u>42,422.30</u>	<u>565.63</u>	<u>(34,922.30)</u>
	TOTAL CONTRIB & OTHER MISC REV	115,000.00	58,103.69	200,521.45	174.37	(85,521.45)
<hr/>						
TOTAL REVENUES		15,257,975.00	1,869,279.75	10,511,292.94	68.89	4,746,682.06

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

110-GENERAL FUND
FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL GOVERNMENT						
=====						
	CITY COUNCIL	70,864.00	4,113.00	42,484.18	59.95	28,379.82
	CITY CLERK	212,131.00	14,532.97	128,952.35	60.79	83,178.65
	CITY ADMINISTRATOR	113,805.00	9,566.47	74,653.38	65.60	39,151.62
	FINANCIAL ADMINISTRATION	103,296.00	14,893.22	59,576.63	57.68	43,719.37
	LEGAL SERVICES	97,414.00	7,267.28	68,553.44	70.37	28,860.56
	COMPUTER INFO SYSTEMS	165,538.00	11,043.15	89,168.38	53.87	76,369.62
	PLANNING & ZONING	56,983.00	3,871.51	33,100.72	58.09	23,882.28
	COUNCIL CONTINGENCY	<u>12,500.00</u>	<u>4,985.00</u>	<u>6,824.76</u>	<u>54.60</u>	<u>5,675.24</u>
	TOTAL GENERAL GOVERNMENT	832,531.00	70,272.60	503,313.84	60.46	329,217.16
PUBLIC SAFETY						
=====						
	POLICE PROTECTION	4,803,912.57	330,357.19	3,513,397.23	73.14	1,290,515.34
	FIRE PROTECTION	4,064,253.02	220,828.91	2,713,790.80	66.77	1,350,462.22
	PROTECTIVE INSPECTION	161,243.00	12,693.82	102,020.49	63.27	59,222.51
	EMERGENCY PLAN./RESPONSE	0.00	0.00	0.00	0.00	0.00
	ANIMAL CONTROL	<u>18,291.00</u>	<u>0.00</u>	<u>9,145.50</u>	<u>50.00</u>	<u>9,145.50</u>
	TOTAL PUBLIC SAFETY	9,047,699.59	563,879.92	6,338,354.02	70.05	2,709,345.57
PUBLIC WORKS						
=====						
	PUBLIC WORKS ADMIN.	185,420.00	12,845.88	108,903.51	58.73	76,516.49
	SURFACE TRANSPORTATION	1,478,209.44	101,546.33	836,893.95	56.62	641,315.49
	SANITATION	166,534.00	53,335.49	168,333.63	101.08	(1,799.63)
	CONSTRUCTION INSPECTION	123,778.00	9,510.03	66,024.40	53.34	57,753.60
	BUILDINGS & GROUNDS	144,504.00	13,245.70	110,054.11	76.16	34,449.89
	EQUIPMENT MAINTENANCE	<u>0.00</u>	<u>6,239.66</u>	<u>33,355.06</u>	<u>0.00</u>	<u>(33,355.06)</u>
	TOTAL PUBLIC WORKS	2,098,445.44	196,723.09	1,323,564.66	63.07	774,880.78
HEALTH & WELFARE						
=====						
	WELFARE PAYMENTS	<u>520,500.00</u>	<u>24,512.38</u>	<u>579,033.14</u>	<u>111.25</u>	<u>(58,533.14)</u>
	TOTAL HEALTH & WELFARE	520,500.00	24,512.38	579,033.14	111.25	(58,533.14)
CULTURE & RECREATION						
=====						
	ARTS COUNCIL	5,000.00	0.00	2,671.05	53.42	2,328.95
	PARK ADMINISTRATION	342,644.01	24,598.44	226,731.45	66.17	115,912.56
	LAKE ADMINISTRATION	128,972.00	6,889.03	99,693.83	77.30	29,278.17
	PARK BUILDINGS	4,600.00	194.11	3,425.36	74.46	1,174.64
	PARK MAINTENANCE	61,000.00	2,855.06	48,613.05	79.69	12,386.95
	ATHLETIC FIELD MAINT.	52,250.00	2,064.18	39,471.27	75.54	12,778.73
	LAKE MATTOON	<u>139,000.00</u>	<u>1,421.41</u>	<u>92,092.72</u>	<u>66.25</u>	<u>46,907.28</u>
	TOTAL CULTURE & RECREATION	733,466.01	38,022.23	512,698.73	69.90	220,767.28

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

110-GENERAL FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ECONOMIC DEVELOPMENT						
=====						
	ECONOMIC DEVELOPMENT	<u>147,000.00</u>	<u>25,513.69</u>	<u>74,267.00</u>	<u>50.52</u>	<u>72,733.00</u>
	TOTAL ECONOMIC DEVELOPMENT	147,000.00	25,513.69	74,267.00	50.52	72,733.00
DEBT SERVICE						
=====						
	DEBT SERVICE	<u>539,558.00</u>	<u>340,141.39</u>	<u>457,541.14</u>	<u>84.80</u>	<u>82,016.86</u>
	TOTAL DEBT SERVICE	539,558.00	340,141.39	457,541.14	84.80	82,016.86
TOTAL EXPENDITURES						
		13,919,200.04	1,259,065.30	9,788,772.53	70.33	4,130,427.51
REVENUES OVER/(UNDER) EXPENDITURES						
		1,338,774.96	610,214.45	722,520.41	0.00	616,254.55
OTHER FINANCING SOURCES						
		0.00	0.00	0.00	0.00	0.00
OTHER FINANCING (USES)						
		<u>1,308,445.00</u>	<u>70,543.60</u>	<u>857,622.23</u>	<u>65.55</u>	<u>450,822.77</u>
TOTAL OTHER FINANCING SOURCES (USES)						
		(1,308,445.00)	(70,543.60)	(857,622.23)	0.00	(450,822.77)
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)						
		30,329.96	539,670.85	(135,101.82)	445.44-	165,431.78

*** END OF REPORT ***

CITY OF MATTCOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

121-MOTOR FUEL TAX FUND
FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>LICENSES & PERMITS</u>						
	BUSINESS LIC & PERMITS	0.00	0.00	0.00	0.00	0.00
	TOTAL LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REV</u>						
	FEDERAL GOVT GRANTS	0.00	0.00	0.00	0.00	0.00
	STATE GOVT GRANTS	0.00	0.00	0.00	0.00	0.00
	STATE GOVT SHARED REV	507,500.00	31,088.67	270,694.51	53.34	236,805.49
	COUNTY GRANTS	0.00	0.00	0.00	0.00	0.00
	SCHOOL DISTRICT GRANTS	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REV	507,500.00	31,088.67	270,694.51	53.34	236,805.49
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	35,000.00	408.73	10,240.49	29.26	24,759.51
	TOTAL INVESTMENT EARNINGS	35,000.00	408.73	10,240.49	29.26	24,759.51
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	20,000.00	0.00	69,523.43	347.62	(49,523.43)
	TOTAL CONTRIB & OTHER MISC REV	20,000.00	0.00	69,523.43	347.62	(49,523.43)
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TOTAL REVENUES		562,500.00	31,497.40	350,458.43	62.30	212,041.57

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

121-MOTOR FUEL TAX FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC WORKS						
=====						
	SURFACE TRANSPORTATION	<u>596,598.00</u>	<u>28,451.41</u>	<u>410,631.57</u>	<u>68.83</u>	<u>185,966.43</u>
	TOTAL PUBLIC WORKS	596,598.00	28,451.41	410,631.57	68.83	185,966.43
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TOTAL EXPENDITURES		596,598.00	28,451.41	410,631.57	68.83	185,966.43
REVENUES OVER/(UNDER) EXPENDITURES	(34,098.00)		3,045.99	(60,173.14)	0.00	26,075.14
OTHER FINANCING SOURCES		40,000.00	0.00	0.00	0.00	40,000.00
OTHER FINANCING (USES)		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES (USES)		40,000.00	0.00	0.00	0.00	40,000.00
<hr/>						
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)		5,902.00	3,045.99	(60,173.14)	19.54-	66,075.14

*** END OF REPORT ***

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

122-HOTEL TAX FUND
FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	HOTEL & MOTEL TAX	250,000.00	27,752.50	162,712.72	65.09	87,287.28
	TOTAL TAXES	250,000.00	27,752.50	162,712.72	65.09	87,287.28
<u>CHARGES FOR SERVICES</u>						
	GENERAL GOVT CHARGES	0.00	0.00	48,000.00	0.00	(48,000.00)
	TOTAL CHARGES FOR SERVICES	0.00	0.00	48,000.00	0.00	(48,000.00)
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
	TOTAL INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	0.00	0.00	1,500.00	0.00	(1,500.00)
	TOTAL CONTRIB & OTHER MISC REV	0.00	0.00	1,500.00	0.00	(1,500.00)
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TOTAL REVENUES		250,000.00	27,752.50	212,212.72	84.89	37,787.28

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

122-HOTEL TAX FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ECONOMIC DEVELOPMENT						
=====						
ECONOMIC DEVELOPMENT		<u>190,022.00</u>	<u>8,302.31</u>	<u>144,507.81</u>	<u>76.05</u>	<u>45,514.19</u>
TOTAL ECONOMIC DEVELOPMENT		190,022.00	8,302.31	144,507.81	76.05	45,514.19
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TOTAL EXPENDITURES		190,022.00	8,302.31	144,507.81	76.05	45,514.19
REVENUES OVER/(UNDER) EXPENDITURES		59,978.00	19,450.19	67,704.91	0.00	(7,726.91)
OTHER FINANCING SOURCES		0.00	0.00	0.00	0.00	0.00
OTHER FINANCING (USES)		<u>60,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>60,000.00</u>
TOTAL OTHER FINANCING SOURCES (USES)		(60,000.00)	0.00	0.00	0.00	(60,000.00)
<hr/>						
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)		(22.00)	19,450.19	67,704.91	749.59-	(67,726.91)

*** END OF REPORT ***

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

123-FESTIVAL MGMT FUND
 FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CHARGES FOR SERVICES</u>						
	FESTIVAL MGMT REVENUES	105,750.00	12,024.00	99,926.60	94.49	5,823.40
	TOTAL CHARGES FOR SERVICES	105,750.00	12,024.00	99,926.60	94.49	5,823.40
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	0.00	0.00	0.00	0.00	0.00
	TOTAL CONTRIB & OTHER MISC REV	0.00	0.00	0.00	0.00	0.00
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TOTAL REVENUES		105,750.00	12,024.00	99,926.60	94.49	5,823.40

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

123-FESTIVAL MGMT FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CULTURE & RECREATION =====						
	FESTIVAL MANAGEMENT	<u>165,750.00</u>	<u>6,026.62</u>	<u>109,660.35</u>	<u>66.16</u>	<u>56,089.65</u>
	TOTAL CULTURE & RECREATION	165,750.00	6,026.62	109,660.35	66.16	56,089.65
<hr/>						
TOTAL EXPENDITURES		165,750.00	6,026.62	109,660.35	66.16	56,089.65
REVENUES OVER/(UNDER) EXPENDITURES	(60,000.00)		5,997.38	(9,733.75)	0.00	(50,266.25)
OTHER FINANCING SOURCES		60,000.00	0.00	0.00	0.00	60,000.00
OTHER FINANCING (USES)		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES (USES)		60,000.00	0.00	0.00	0.00	60,000.00
<hr/>						
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)		0.00	5,997.38	(9,733.75)	0.00	9,733.75

*** END OF REPORT ***

*** END OF REPORT ***

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

125-INSURANCE & TORT JDGMNT
FINANCIAL SUMMARY

REVENUES ACCT# ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
UNLIMITED RATE PROP TAX	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES	0.00	0.00	0.00	0.00	0.00
<u>INVESTMENT EARNINGS</u>					
INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
<u>CONTRIB & OTHER MISC REV</u>					
CONTRIBUTIONS & MISC REV	25,000.00	0.00	6,096.96	24.39	18,903.04
TOTAL CONTRIB & OTHER MISC REV	25,000.00	0.00	6,096.96	24.39	18,903.04
TOTAL REVENUES	25,000.00	0.00	6,096.96	24.39	18,903.04

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

125-INSURANCE & TORT JGDMNT
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL GOVERNMENT						
=====						
	FINANCIAL ADMINISTRATION	<u>818,648.00</u>	<u>5,327.00</u>	<u>306,223.48</u>	<u>37.41</u>	<u>512,424.52</u>
	TOTAL GENERAL GOVERNMENT	818,648.00	5,327.00	306,223.48	37.41	512,424.52
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	TOTAL EXPENDITURES	818,648.00	5,327.00	306,223.48	37.41	512,424.52
	REVENUES OVER/(UNDER) EXPENDITURES	(793,648.00)	(5,327.00)	(300,126.52)	0.00	(493,521.48)
	OTHER FINANCING SOURCES	793,648.00	66,268.92	529,995.88	66.78	263,652.12
	OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL OTHER FINANCING SOURCES (USES)	793,648.00	66,268.92	529,995.88	0.00	263,652.12
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	REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	0.00	60,941.92	229,869.36	0.00	(229,869.36)

*** END OF REPORT ***

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

126-HOME REHAB GRANT FUND
 FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>INTERGOVERNMENTAL REV</u>						
	FEDERAL GOVT GRANTS	210,000.00	0.00	0.00	0.00	210,000.00
	STATE GOVT GRANTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL INTERGOVERNMENTAL REV	210,000.00	0.00	0.00	0.00	210,000.00
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CONTRIB & OTHER MISC REV	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL REVENUES		210,000.00	0.00	0.00	0.00	210,000.00

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

126-HOME REHAB GRANT FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ECONOMIC DEVELOPMENT						
=====						
	REDEVELOPMENT & HOUSING	<u>210,000.00</u>	<u>0.00</u>	<u>5.00</u>	<u>0.00</u>	<u>209,995.00</u>
	TOTAL ECONOMIC DEVELOPMENT	210,000.00	0.00	5.00	0.00	209,995.00
<hr/>						
TOTAL EXPENDITURES		210,000.00	0.00	5.00	0.00	209,995.00
REVENUES OVER/(UNDER)	EXPENDITURES	0.00	0.00	(5.00)	0.00	5.00

*** END OF REPORT ***

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

127-REVOLVING LOAN FUND
 FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	2,000.00	60.37	588.21	29.41	1,411.79
	REVOLVING LOAN FUND	120,000.00	10,422.78	81,769.54	68.14	38,230.46
	NET INCREASE (DECREASE)	0.00	0.00	0.00	0.00	0.00
	RENTS & ROYALTIES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL INVESTMENT EARNINGS	122,000.00	10,483.15	82,357.75	67.51	39,642.25
<hr/>						
TOTAL REVENUES		122,000.00	10,483.15	82,357.75	67.51	39,642.25

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

127-REVOLVING LOAN FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ECONOMIC DEVELOPMENT						
=====						
ECONOMIC DEVELOPMENT		<u>155,600.00</u>	<u>121,100.00</u>	<u>237,154.50</u>	<u>152.41</u>	<u>(81,554.50)</u>
TOTAL ECONOMIC DEVELOPMENT		155,600.00	121,100.00	237,154.50	152.41	(81,554.50)

TOTAL EXPENDITURES		155,600.00	121,100.00	237,154.50	152.41	(81,554.50)
REVENUES OVER/(UNDER) EXPENDITURES		(33,600.00)	(110,616.85)	(154,796.75)	0.00	121,196.75
OTHER FINANCING SOURCES		0.00	1,288.89	10,311.12	0.00	(10,311.12)
OTHER FINANCING (USES)		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES (USES)		0.00	1,288.89	10,311.12	0.00	(10,311.12)

REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)		(33,600.00)	(109,327.96)	(144,485.63)	430.02	110,885.63

*** END OF REPORT ***

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

128-MIDTOWN TIF FUND
FINANCIAL SUMMARY

REVENUES	ANNUAL	PERIOD TO DATE	YEAR TO DATE	% OF	BUDGET
ACCT# ACCOUNT NAME	BUDGET	ACTUAL	ACTUAL	BUDGET	BALANCE
<u>TAXES</u>					
TIF/BD TAX RECEIPTS	170,000.00	30,099.31	147,144.10	86.56	22,855.90
TOTAL TAXES	170,000.00	30,099.31	147,144.10	86.56	22,855.90
<u>INVESTMENT EARNINGS</u>					
INTEREST EARNINGS	4,000.00	528.27	1,720.84	43.02	2,279.16
TOTAL INVESTMENT EARNINGS	4,000.00	528.27	1,720.84	43.02	2,279.16
<u>CONTRIB & OTHER MISC REV</u>					
CONTRIBUTIONS & MISC REV	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRIB & OTHER MISC REV	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	174,000.00	30,627.58	148,864.94	85.55	25,135.06

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

128-MIDTOWN TIF FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC WORKS						
=====						
	SURFACE TRANSPORTATION	0.00	0.00	0.00	0.00	0.00
	WASTEWATER COLLECTION	0.00	0.00	0.00	0.00	0.00
	WTR STORAGE, PROD., DISP.	0.00	0.00	0.00	0.00	0.00
	BUILDINGS & GROUNDS	0.00	0.00	34,435.57	0.00	(34,435.57)
	TOTAL PUBLIC WORKS	0.00	0.00	34,435.57	0.00	(34,435.57)
CULTURE & RECREATION						
=====						
	PARK ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
	TOTAL CULTURE & RECREATION	0.00	0.00	0.00	0.00	0.00
ECONOMIC DEVELOPMENT						
=====						
	REDEVELOPMENT & HOUSING	35,475.00	55.00	2,648.42	7.47	32,826.58
	ECONOMIC DEVELOPMENT	65,000.00	0.00	68,070.00	104.72	(3,070.00)
	TOTAL ECONOMIC DEVELOPMENT	100,475.00	55.00	70,718.42	70.38	29,756.58
DEBT SERVICE						
=====						
	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
	TOTAL DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL EXPEND						
=====						
	INTERGOVERNMENTAL EXPEND	34,000.00	0.00	0.00	0.00	34,000.00
	TOTAL INTERGOVERNMENTAL EXPEND	34,000.00	0.00	0.00	0.00	34,000.00
TOTAL EXPENDITURES						
	TOTAL EXPENDITURES	134,475.00	55.00	105,153.99	78.20	29,321.01
REVENUES OVER/(UNDER) EXPENDITURES						
	REVENUES OVER/(UNDER) EXPENDITURES	39,525.00	30,572.58	43,710.95	0.00	(4,185.95)
OTHER FINANCING SOURCES						
	OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
	OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES (USES)						
	TOTAL OTHER FINANCING SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)						
	REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	39,525.00	30,572.58	43,710.95	110.59	(4,185.95)

*** END OF REPORT ***

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

130-CAPITAL PROJECT FUND
FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	TIF/BD TAX RECEIPTS	0.00	0.00	0.00	0.00	0.00
	TOTAL TAXES	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REV</u>						
	FEDERAL GOVT GRANTS	1,000,000.00	0.00	0.00	0.00	1,000,000.00
	STATE GOVT GRANTS	0.00	0.00	0.00	0.00	0.00
	SCHOOL DISTRICT GRANTS	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REV	1,000,000.00	0.00	0.00	0.00	1,000,000.00
<u>CHARGES FOR SERVICES</u>						
	GENERAL GOVT CHARGES	0.00	0.00	0.00	0.00	0.00
	PUBLIC WORKS DEPT CHRGS	0.00	0.00	0.00	0.00	0.00
	TOTAL CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	22,000.00	314.86	4,576.86	20.80	17,423.14
	DIVIDEND EARNINGS	0.00	0.00	0.00	0.00	0.00
	RENTS & ROYALTIES	0.00	0.00	9,307.02	0.00	(9,307.02)
	TOTAL INVESTMENT EARNINGS	22,000.00	314.86	13,883.88	63.11	8,116.12
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	0.00	0.00	0.00	0.00	0.00
	CONTRIBUTIONS & MISC REV	250,000.00	0.00	0.00	0.00	250,000.00
	TOTAL CONTRIB & OTHER MISC REV	250,000.00	0.00	0.00	0.00	250,000.00
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TOTAL REVENUES		1,272,000.00	314.86	13,883.88	1.09	1,258,116.12

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

130-CAPITAL PROJECT FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL GOVERNMENT						
=====						
	FINANCIAL ADMINISTRATION	1,100.00	0.00	1,100.00	100.00	0.00
	COMPUTER INFO SYSTEMS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL GENERAL GOVERNMENT	1,100.00	0.00	1,100.00	100.00	0.00
PUBLIC SAFETY						
=====						
	POLICE PROTECTION	600,000.00	0.00	0.00	0.00	600,000.00
	FIRE PROTECTION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL PUBLIC SAFETY	600,000.00	0.00	0.00	0.00	600,000.00
PUBLIC WORKS						
=====						
	SURFACE TRANSPORTATION	7,000,000.00	1,116.88	1,152,070.63	16.46	5,847,929.37
	SANITATION	0.00	0.00	0.00	0.00	0.00
	CONSTRUCTION INSPECTION	0.00	0.00	0.00	0.00	0.00
	BUILDINGS & GROUNDS	<u>1,250,000.00</u>	<u>0.00</u>	<u>585.00</u>	<u>0.05</u>	<u>1,249,415.00</u>
	TOTAL PUBLIC WORKS	8,250,000.00	1,116.88	1,152,655.63	13.97	7,097,344.37
ECONOMIC DEVELOPMENT						
=====						
	REDEVELOPMENT & HOUSING	660,000.00	0.00	169,048.40	25.61	490,951.60
	ECONOMIC DEVELOPMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL ECONOMIC DEVELOPMENT	660,000.00	0.00	169,048.40	25.61	490,951.60
DEBT SERVICE						
=====						
	DEBT SERVICE	<u>0.00</u>	<u>0.00</u>	<u>378.13</u>	<u>0.00</u>	<u>(378.13)</u>
	TOTAL DEBT SERVICE	0.00	0.00	378.13	0.00	(378.13)
TOTAL EXPENDITURES						

	TOTAL EXPENDITURES	9,511,100.00	1,116.88	1,323,182.16	13.91	8,187,917.84
REVENUES OVER/(UNDER) EXPENDITURES						
	REVENUES OVER/(UNDER) EXPENDITURES	(8,239,100.00)	(802.02)	(1,309,298.28)	0.00	(6,929,801.72)
OTHER FINANCING SOURCES						
	OTHER FINANCING SOURCES	6,680,000.00	59,085.27	429,319.19	6.43	6,250,680.81
	OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES (USES)						
	TOTAL OTHER FINANCING SOURCES (USES)	6,680,000.00	59,085.27	429,319.19	0.00	6,250,680.81
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)						
	REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	(1,559,100.00)	58,283.25	(879,979.09)	56.44	(679,120.91)

*** END OF REPORT ***

*** END OF REPORT ***

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

150-I-57 EAST TIF DISTRICT
 FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	TIF/BD TAX RECEIPTS	1,000.00	0.00	959.10	95.91	40.90
	TOTAL TAXES	1,000.00	0.00	959.10	95.91	40.90
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	0.00	2.78	2.78	0.00	(2.78)
	TOTAL INVESTMENT EARNINGS	0.00	2.78	2.78	0.00	(2.78)
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	0.00	0.00	0.00	0.00	0.00
	TOTAL CONTRIB & OTHER MISC REV	0.00	0.00	0.00	0.00	0.00
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TOTAL REVENUES		1,000.00	2.78	961.88	96.19	38.12

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

150-I-57 EAST TIF DISTRICT
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC WORKS						
=====						
	SURFACE TRANSPORTATION	0.00	0.00	0.00	0.00	0.00
	WASTEWATER COLLECTION	0.00	0.00	0.00	0.00	0.00
	WTR STORAGE, PROD., DISP.	0.00	0.00	0.00	0.00	0.00
	BUILDINGS & GROUNDS	0.00	0.00	0.00	0.00	0.00
	TOTAL PUBLIC WORKS	0.00	0.00	0.00	0.00	0.00
CULTURE & RECREATION						
=====						
	PARK ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
	TOTAL CULTURE & RECREATION	0.00	0.00	0.00	0.00	0.00
ECONOMIC DEVELOPMENT						
=====						
	REDEVELOPMENT & HOUSING	0.00	0.00	624.00	0.00	(624.00)
	ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00
	TOTAL ECONOMIC DEVELOPMENT	0.00	0.00	624.00	0.00	(624.00)
DEBT SERVICE						
=====						
	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
	TOTAL DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL EXPEND						
=====						
	INTERGOVERNMENTAL EXPEND	400.00	0.00	576.68	144.17	(176.68)
	TOTAL INTERGOVERNMENTAL EXPEND	400.00	0.00	576.68	144.17	(176.68)
TOTAL EXPENDITURES						

	TOTAL EXPENDITURES	400.00	0.00	1,200.68	300.17	(800.68)
REVENUES OVER/(UNDER) EXPENDITURES						
	REVENUES OVER/(UNDER) EXPENDITURES	600.00	2.78	(238.80)	0.00	838.80
OTHER FINANCING SOURCES						
	OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
	OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES (USES)						

	TOTAL OTHER FINANCING SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)						

	REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	600.00	2.78	(238.80)	39.80-	838.80

*** END OF REPORT ***

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

151-SOUTH RT 45 TIF DISTRICT
 FINANCIAL SUMMARY

REVENUES ACCT# ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
TIP/BD TAX RECEIPTS	0.00	0.05	0.14	0.00	(0.14)
TOTAL TAXES	0.00	0.05	0.14	0.00	(0.14)
<u>INVESTMENT EARNINGS</u>					
INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
<u>CONTRIB & OTHER MISC REV</u>					
CONTRIBUTIONS & MISC REV	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRIB & OTHER MISC REV	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	0.05	0.14	0.00	(0.14)

*** END OF REPORT ***

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

152-SOUTH RT 45 BUSINESS DIST
 FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	TIF/BD TAX RECEIPTS	0.00	4,667.61	20,587.70	0.00	(20,587.70)
	TOTAL TAXES	0.00	4,667.61	20,587.70	0.00	(20,587.70)
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
	TOTAL INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	0.00	0.00	0.00	0.00	0.00
	TOTAL CONTRIB & OTHER MISC REV	0.00	0.00	0.00	0.00	0.00
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	TOTAL REVENUES	0.00	4,667.61	20,587.70	0.00	(20,587.70)

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

152-SOUTH RT 45 BUSINESS DIST
 FINANCIAL SUMMARY

EXPENDITURES	ANNUAL	PERIOD TO DATE	YEAR TO DATE	% OF	BUDGET
ACCT# ACCOUNT NAME	BUDGET	ACTUAL	ACTUAL	BUDGET	BALANCE
ECONOMIC DEVELOPMENT					
=====					
REDEVELOPMENT & HOUSING	0.00	0.00	82.50	0.00	(82.50)
TOTAL ECONOMIC DEVELOPMENT	0.00	0.00	82.50	0.00	(82.50)

TOTAL EXPENDITURES	0.00	0.00	82.50	0.00	(82.50)
REVENUES OVER/(UNDER) EXPENDITURES	0.00	4,667.61	20,505.20	0.00	(20,505.20)

*** END OF REPORT ***

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

153-MALL TIF DISTRICT
FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	TIF/BD TAX RECEIPTS	0.00	0.22	0.60	0.00	(0.60)
	TOTAL TAXES	0.00	0.22	0.60	0.00	(0.60)
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
	TOTAL INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	0.00	0.00	0.00	0.00	0.00
	TOTAL CONTRIB & OTHER MISC REV	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL REVENUES		0.00	0.22	0.60	0.00	(0.60)

*** END OF REPORT ***

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

154-MALL BUSINESS DISTRICT
FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	TIF/BD TAX RECEIPTS	0.00	54,991.24	79,833.69	0.00	(79,833.69)
	TOTAL TAXES	0.00	54,991.24	79,833.69	0.00	(79,833.69)
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
	TOTAL INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	0.00	0.00	0.00	0.00	0.00
	TOTAL CONTRIB & OTHER MISC REV	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL REVENUES		0.00	54,991.24	79,833.69	0.00	(79,833.69)

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

154-MALL BUSINESS DISTRICT
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>						
ECONOMIC DEVELOPMENT						
=====						
	REDEVELOPMENT & HOUSING	<u>0.00</u>	<u>0.00</u>	<u>122.11</u>	<u>0.00</u>	(<u>122.11</u>)
	TOTAL ECONOMIC DEVELOPMENT	0.00	0.00	122.11	0.00	(122.11)
DEBT SERVICE						
=====						
	DEBT SERVICE	<u>0.00</u>	<u>0.00</u>	<u>252.43</u>	<u>0.00</u>	(<u>252.43</u>)
	TOTAL DEBT SERVICE	0.00	0.00	252.43	0.00	(252.43)
<hr/>						
	TOTAL EXPENDITURES	0.00	0.00	374.54	0.00	(374.54)
	REVENUES OVER/(UNDER) EXPENDITURES	0.00	54,991.24	79,459.15	0.00	(79,459.15)

*** END OF REPORT ***

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

155-I-57 EAST BUSINESS DIST
 FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	TIF/BD TAX RECEIPTS	0.00	0.00	0.00	0.00	0.00
	TOTAL TAXES	0.00	0.00	0.00	0.00	0.00
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
	TOTAL INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	0.00	0.00	0.00	0.00	0.00
	TOTAL CONTRIB & OTHER MISC REV	0.00	0.00	0.00	0.00	0.00
<hr/>						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

171-MATTOON PUBLIC LIBRARY
FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	LIMITED RATE PROP TAXES	402,000.00	0.00	0.00	0.00	402,000.00
	TOTAL TAXES	402,000.00	0.00	0.00	0.00	402,000.00
<u>INTERGOVERNMENTAL REV</u>						
	STATE GOVT GRANTS	22,500.00	0.00	0.00	0.00	22,500.00
	TOTAL INTERGOVERNMENTAL REV	22,500.00	0.00	0.00	0.00	22,500.00
<u>CHARGES FOR SERVICES</u>						
	GENERAL GOVT CHARGES	2,000.00	0.00	0.00	0.00	2,000.00
	TOTAL CHARGES FOR SERVICES	2,000.00	0.00	0.00	0.00	2,000.00
<u>FINES & FORFEITURES</u>						
	OTHER FINES	12,000.00	0.00	0.00	0.00	12,000.00
	TOTAL FINES & FORFEITURES	12,000.00	0.00	0.00	0.00	12,000.00
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
	TOTAL INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	16,000.00	0.00	0.00	0.00	16,000.00
	TOTAL CONTRIB & OTHER MISC REV	16,000.00	0.00	0.00	0.00	16,000.00
<hr/>						
TOTAL REVENUES		454,500.00	0.00	0.00	0.00	454,500.00

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

171-MATTOON PUBLIC LIBRARY
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CULTURE & RECREATION						
=====						
	TOTAL CULTURE & RECREATION	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE						
=====						
	DEBT SERVICE	14,037.00	0.00	0.00	0.00	14,037.00
	TOTAL DEBT SERVICE	14,037.00	0.00	0.00	0.00	14,037.00
TOTAL EXPENDITURES						
		14,037.00	0.00	0.00	0.00	14,037.00
REVENUES OVER/(UNDER) EXPENDITURES						
		440,463.00	0.00	0.00	0.00	440,463.00
OTHER FINANCING SOURCES						
		37,650.00	0.00	0.00	0.00	37,650.00
OTHER FINANCING (USES)						
		0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES (USES)						
		37,650.00	0.00	0.00	0.00	37,650.00
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)						
		478,113.00	0.00	0.00	0.00	478,113.00

*** END OF REPORT ***

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

211-WATER FUND
FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>INTERGOVERNMENTAL REV</u>						
	FEDERAL GOVT GRANTS	0.00	0.00	0.00	0.00	0.00
	STATE GOVT GRANTS	68,000.00	0.00	0.00	0.00	68,000.00
	TOTAL INTERGOVERNMENTAL REV	68,000.00	0.00	0.00	0.00	68,000.00
<u>CHARGES FOR SERVICES</u>						
	WTR FD REVENUES & OTHER	3,247,500.00	261,427.56	2,093,864.21	64.48	1,153,635.79
	TOTAL CHARGES FOR SERVICES	3,247,500.00	261,427.56	2,093,864.21	64.48	1,153,635.79
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	42,500.00	691.03	21,908.40	51.55	20,591.60
	NET INCREASE(DECREASE)	0.00	0.00	0.00	0.00	0.00
	RENTS & ROYALTIES	0.00	0.00	0.00	0.00	0.00
	TOTAL INVESTMENT EARNINGS	42,500.00	691.03	21,908.40	51.55	20,591.60
<hr/>						
TOTAL REVENUES		3,358,000.00	262,118.59	2,115,772.61	63.01	1,242,227.39

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

211-WATER FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC WORKS =====						
	WTR STORAGE, PROD., DISP.	3,121,219.19	208,861.64	1,353,293.32	43.36	1,767,925.87
	TOTAL PUBLIC WORKS	3,121,219.19	208,861.64	1,353,293.32	43.36	1,767,925.87
DEBT SERVICE =====						
	DEBT SERVICE	1,215,616.22	0.00	1,205,514.29	99.17	10,101.93
	TOTAL DEBT SERVICE	1,215,616.22	0.00	1,205,514.29	99.17	10,101.93
INTERGOVERNMENTAL EXPEND =====						
	INTERGOVERNMENTAL EXPEND	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL EXPEND	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						
		4,336,835.41	208,861.64	2,558,807.61	59.00	1,778,027.80
REVENUES OVER/(UNDER) EXPENDITURES (978,835.41) 53,256.95 (443,035.00) 0.00 (535,800.41)						
OTHER FINANCING SOURCES 450,000.00 413,702.98 438,490.00 97.44 11,510.00						
OTHER FINANCING (USES) 0.00 0.00 0.00 0.00 0.00						
TOTAL OTHER FINANCING SOURCES (USES) 450,000.00 413,702.98 438,490.00 0.00 11,510.00						
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) (528,835.41) 466,959.93 (4,545.00) 0.86 (524,290.41)						

*** END OF REPORT ***

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

212-SEWER FUND
 FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CHARGES FOR SERVICES</u>						
	SWR FD REVENUES & OTHER	3,651,000.00	299,544.71	2,307,373.88	63.20	1,343,626.12
	TOTAL CHARGES FOR SERVICES	3,651,000.00	299,544.71	2,307,373.88	63.20	1,343,626.12
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	75,000.00	3,037.73	32,372.38	43.16	42,627.62
	NET INCREASE(DECREASE)	0.00	0.00	0.00	0.00	0.00
	TOTAL INVESTMENT EARNINGS	75,000.00	3,037.73	32,372.38	43.16	42,627.62
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	TOTAL REVENUES	3,726,000.00	302,582.44	2,339,746.26	62.80	1,386,253.74

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

212-SEWER FUND
FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC WORKS						
=====						
	WASTEWATER COLLECTION	3,664,434.18	123,375.32	1,537,316.74	41.95	2,127,117.44
	WTR STORAGE, PROD., DISP.	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL PUBLIC WORKS	3,664,434.18	123,375.32	1,537,316.74	41.95	2,127,117.44
DEBT SERVICE						
=====						
	DEBT SERVICE	<u>1,202,593.00</u>	<u>347,059.38</u>	<u>872,368.93</u>	<u>72.54</u>	<u>330,224.07</u>
	TOTAL DEBT SERVICE	1,202,593.00	347,059.38	872,368.93	72.54	330,224.07
TOTAL EXPENDITURES						
		4,867,027.18	470,434.70	2,409,685.67	49.51	2,457,341.51
REVENUES OVER/(UNDER) EXPENDITURES						
		(1,141,027.18)	(167,852.26)	(69,939.41)	0.00	(1,071,087.77)
OTHER FINANCING SOURCES						
		225,000.00	0.00	0.00	0.00	225,000.00
OTHER FINANCING (USES)						
		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES (USES)						
		225,000.00	0.00	0.00	0.00	225,000.00
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)						
		(916,027.18)	(167,852.26)	(69,939.41)	7.64	(846,087.77)

*** END OF REPORT ***

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

213-CEMETERY FUND
 FINANCIAL SUMMARY

REVENUES	ANNUAL	PERIOD TO DATE	YEAR TO DATE	% OF	BUDGET
ACCT# ACCOUNT NAME	BUDGET	ACTUAL	ACTUAL	BUDGET	BALANCE
<u>CHARGES FOR SERVICES</u>					
CEMETERY FD REV & OTHER	109,750.00	11,063.50	71,136.89	64.82	38,613.11
TOTAL CHARGES FOR SERVICES	109,750.00	11,063.50	71,136.89	64.82	38,613.11
<u>INVESTMENT EARNINGS</u>					
INTEREST EARNINGS	11,000.00	607.67	4,556.10	41.42	6,443.90
OTHER INVESTMENT INCOME	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT EARNINGS	11,000.00	607.67	4,556.10	41.42	6,443.90
TOTAL REVENUES	120,750.00	11,671.17	75,692.99	62.69	45,057.01

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

213-CEMETERY FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC WORKS						
=====						
	CEMETERY	<u>164,045.00</u>	<u>9,969.92</u>	<u>111,722.78</u>	<u>68.10</u>	<u>52,322.22</u>
	TOTAL PUBLIC WORKS	164,045.00	9,969.92	111,722.78	68.10	52,322.22
DEBT SERVICE						
=====						
	DEBT SERVICE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						
		164,045.00	9,969.92	111,722.78	68.10	52,322.22
REVENUES OVER/(UNDER) EXPENDITURES						
		(43,295.00)	1,701.25	(36,029.79)	0.00	(7,265.21)
OTHER FINANCING SOURCES						
		43,295.00	0.00	0.00	0.00	43,295.00
OTHER FINANCING (USES)						
		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES (USES)						
		43,295.00	0.00	0.00	0.00	43,295.00
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)						
		0.00	1,701.25	(36,029.79)	0.00	36,029.79

*** END OF REPORT ***

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

221-HEALTH INSURANCE FUND
FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	50.00	6.72	37.38	74.76	12.62
	TOTAL INVESTMENT EARNINGS	50.00	6.72	37.38	74.76	12.62
<u>EMP CONTRIB FOR BENEFITS</u>						
	EMPLOYEE CONTRIBUTIONS	170,000.00	19,481.88	105,631.98	62.14	64,368.02
	LIBRARY EMPLOYEE CONTRIB	7,500.00	489.82	2,890.40	38.54	4,609.60
	RETIREE CONTRIBUTIONS	220,000.00	21,241.33	133,684.28	60.77	86,315.72
	TOTAL EMP CONTRIB FOR BENEFITS	397,500.00	41,213.53	242,206.66	60.93	155,293.34
<u>CONTRIB & OTHER MISC REV</u>						
	CONTRIBUTIONS & MISC REV	611,750.00	25,751.17	697,867.37	114.08	(86,117.37)
	TOTAL CONTRIB & OTHER MISC REV	611,750.00	25,751.17	697,867.37	114.08	(86,117.37)
<hr/>						
TOTAL REVENUES		1,009,300.00	66,971.42	940,111.41	93.14	69,188.59

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

221-HEALTH INSURANCE FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT# ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
HEALTH & WELFARE =====					
HEALTH PLAN EXPENDITURES	2,034,500.00	210,847.06	1,574,666.28	77.40	459,833.72
TOTAL HEALTH & WELFARE	2,034,500.00	210,847.06	1,574,666.28	77.40	459,833.72
<hr/>					
TOTAL EXPENDITURES	2,034,500.00	210,847.06	1,574,666.28	77.40	459,833.72
REVENUES OVER/(UNDER) EXPENDITURES	(1,025,200.00)	(143,875.64)	(634,554.87)	0.00	(390,645.13)
OTHER FINANCING SOURCES	1,025,273.00	113,180.70	614,476.30	59.93	410,796.70
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES (USES)	1,025,273.00	113,180.70	614,476.30	0.00	410,796.70
<hr/>					
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	73.00	(30,694.94)	(20,078.57)	504.89-	20,151.57

*** END OF REPORT ***

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

311-FIREFIGHTERS PENSION FD
 FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	UNLIMITED RATE PROP TAX	0.00	0.00	0.00	0.00	0.00
	TOTAL TAXES	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REV</u>						
	STATE GOVT SHARED REV	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
	DIVIDEND EARNINGS	0.00	0.00	0.00	0.00	0.00
	NET INCREASE(DECREASE)	0.00	0.00	0.00	0.00	0.00
	TOTAL INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
<u>EMP CONTRIB FOR BENEFITS</u>						
	EMPLOYEE CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
	TOTAL EMP CONTRIB FOR BENEFITS	0.00	0.00	0.00	0.00	0.00
<hr/>						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

311-FIREFIGHTERS PENSION FD
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC SAFETY						
=====						
	FIRE PROTECTION	0.00	0.00	0.00	0.00	0.00
	TOTAL PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00

	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
	OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER FINANCING SOURCES (USES)	0.00	0.00	0.00	0.00	0.00

	REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

CITY OF MATTOON
REVENUE & EXPENSE REPORT - (UNAUDITED)
AS OF: DECEMBER 31ST, 2008

312-POLICE PENSION FUND
FINANCIAL SUMMARY

REVENUES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>						
	UNLIMITED RATE PROP TAX	0.00	0.00	0.00	0.00	0.00
	TOTAL TAXES	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REV</u>						
	STATE GOVT SHARED REV	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00
<u>INVESTMENT EARNINGS</u>						
	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
	DIVIDEND EARNINGS	0.00	0.00	0.00	0.00	0.00
	NET INCREASE(DECREASE)	0.00	0.00	0.00	0.00	0.00
	TOTAL INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
<u>EMP CONTRIB FOR BENEFITS</u>						
	EMPLOYEE CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
	TOTAL EMP CONTRIB FOR BENEFITS	0.00	0.00	0.00	0.00	0.00
<hr/>						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00

CITY OF MATTOON
 REVENUE & EXPENSE REPORT - (UNAUDITED)
 AS OF: DECEMBER 31ST, 2008

312-POLICE PENSION FUND
 FINANCIAL SUMMARY

EXPENDITURES ACCT#	ACCOUNT NAME	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC SAFETY						
=====						
	POLICE PROTECTION	0.00	0.00	0.00	0.00	0.00
	TOTAL PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00

	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
	OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER FINANCING SOURCES (USES)	0.00	0.00	0.00	0.00	0.00

	REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

*** END OF REPORT ***

BILLS & PAYROLL:

BEGINS ON NEXT PAGE

CITY OF MATTOON
1-9-09 PAYROLL
12-21-08/1-2-09

	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	3,876.98
	110 5120-113	OVERTIME	28.08
	110 5120-114	COMPENSATED ABSENCES	1,169.72
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEES	2,611.45
	110 5130-114	COMPENSATED ABSENCES	652.86
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEES	1,015.83
	110 5150-114	COMPENSATED ABSENCES	163.22
LEGAL SERVICES	110 5160-111	SALARIES OF REG EMPLOYEES	2,190.87
	110 5160-114	COMPENSATED ABSENCES	253.32
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEES	2,146.17
	110 5170-114	COMPENSATED ABSCENSES	1,663.90
PLANNING & ZONING	110 5180-111	SALARIES OF REG EMPLOYEES	847.33
	110 5180-114	COMPENSATED ABSENCES	152.88
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEES	12,355.11
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEES	10,086.45
	110 5212-113	OVERTIME	492.3
PATROL	110 5213-111	SALARIES OF REG EMPLOYEES	61,759.50
	110 5213-113	OVERTIME	4,113.21
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEES	2,132.89
POLICE RECORDS	110 5216-111	SALARIES OF REG EMPLOYEES	5,800.06
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEES	1,975.16
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEES	69,469.08
	110 5241-113	OVERTIME	2,859.62
	110 5241-114	COMPENSATED ABSENCES	13,209.11
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEES	4,159.15
	110 5261-113	OVERTIME	28.09
	110 5261-114	COMPENSATED ABSENCES	152.88
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEES	4,447.51
	110 5310-114	COMPENSATED ABSENCES	306.1
STREETS	110 5320-111	SALARIES OF REG EMPLOYEES	11,210.49
	110 5320-113	OVERTIME	497.47
	110 5320-114	COMPENSATED ABSENCES	6,018.73
YARD WASTE COLLECTION	110 5335-112	SALARIES OF TEMP EMPLOYEES	248
CONSTRUCTION INSPECTION	110 5370-111	SALARIES OF REG EMPLOYEES	1,540.11
	110 5370-112	SALARIES OF TEMP. EMPLOYEES	1,045.63
	110 5370-114	COMPENSATED ABSENCES	774.75
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEES	1,488.85
	110 5381-114	COMPENSATED ABSENCES	972.3
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEES	1,148.55
	110 5390-113	OVERTIME	280.13
	110 5390-114	COMPENSATED ABSENCES	571.68
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEES	7,136.84
	110 5511-112	SALARIES OF TEMP EMPLOYEES	668
	110 5511-113	OVERTIME	795.14

CITY OF MATTOON

1-9-09 PAYROLL

12-21-08/1-2-09

LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEES	1,780.43
	110 5512-113	OVERTIME	253
	110 5512-114	COMPENSATED ABSENCES	168.66
		*** FUND 110 TOTALS ***	248,194.50
HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	1,456.27
	122 5653-114	COMPENSATED ABSENCES	161.81
		*** FUND 122 TOTALS ***	1,618.08
RESERVOIRS & WATER SOURCES	211 5351-111	SALARIES OF REG EMPLOYEES	78.95
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	10,634.30
	211 5353-113	OVERTIME	1,661.80
	211 5353-114	COMPENSATED ABSENCES	3,693.69
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	4,135.98
	211 5354-113	OVERTIME	1,313.61
	211 5354-114	COMPENSATED ABSENCES	6,650.31
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	3,566.16
	211 5355-113	OVERTIME	10.05
	211 5355-114	COMPENSATED ABSENCES	203.8
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	3,403.32
	211 5356-114	COMPENSATED ABSENCES	698.38
		*** FUND 211 TOTALS ***	36,050.35
SANITARY SWR MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	5,982.82
	212 5342-113	OVERTIME	347.15
	212 5342-114	COMPENSATED ABSENCES	7,567.59
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	10,446.81
	212 5344-113	OVERTIME	961.05
	212 5344-114	COMPENSATED ABSENCES	2,693.65
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	3,566.18
	212 5345-113	OVERTIME	10.06
	212 5345-114	COMPENSATED ABSENCES	203.81
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	3,403.32
	212 5346-114	COMPENSATED ABSENCES	698.43
		*** FUND 212 TOTALS ***	35,880.87
MAINTENANCE & OPERATIONS	213 5361-111	SALARIES OF REG EMPLOYEES	2,941.93
	213 5361-112	SALARIES OF TEMP EMPLOYEES	560
		*** FUND 213 TOTALS ***	3,501.93
		*** GRAND TOTALS ***	325,245.73

CITY OF MATTOON

1-9-09 PAYROLL

12-21-08/1-2-09

*** PAY CODE TOTALS ***

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REGULAR PAY	15	1,187.00	24,032.79
HOLIDAY PAY-REGULAR	24	691.72	15,370.93
SALARY PAY	29	10,873.47	237,738.65
VACATION PAY	27	804	19,707.39
VACATION PAY	8	408	8,556.19
OVERTIME PAY	29	399.25	13,452.61
SHIFT PAY	168	168	117.6
HOLIDAY PAY-OT	3	88	2,886.96
PEHP	23	23	437.5
SICK PAY-AFSCME	2	13	291.02
SICK-FD UNION	4	69.5	1,363.82
SHIFT PAY	1	236	141.6
COMP EARNED	31.5	31.5	0
BURIAL PAY	1	4	268
SICK-NON UNION	4	24.75	682.52
STRAIGHT OT POLICE	8	8	198.15

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000871	RANDY ERVIN	I-200901138822	110 5110-533	CELLULAR PHON:	JANUARY 09 CELL PHON	096711	50.00
01-001104	JOE MCKENZIE	I-200901138821	110 5110-533	CELLULAR PHON:	JANUARY 09 CELL PHON	096753	50.00
01-040490	DAVID SCHILLING	I-200901138825	110 5110-533	CELLULAR PHON:	JANUARY 09 CELL PHON	096772	50.00
						DEPARTMENT 110 CITY COUNCIL	TOTAL: 150.00
01-000316	SUSAN O'BRIEN	I-200901138780	110 5120-562	TRAVEL & TRAI:	TRAVEL 1/5/09	096764	69.86
01-021348	CENTRAL IL NEWSPAPER	I-10560403	110 5120-519	OTHER PROFESS:	NOTICE FOR 2008 TAX	096685	379.50
01-021348	CENTRAL IL NEWSPAPER	I-10566666	110 5120-540	ADVERTISING :	TREASURER'S REPORT	096685	1,811.50
01-024075	IL DEPT OF PUBLIC HEAL	I-200901098717	110 5120-801	VITAL RECORDS:	DECEMBER 08 VR FEES	096628	834.00
01-040555	JC SCHULTZ ENTERPRISES	I-0000199160	110 5120-519	OTHER PROFESS:	FLAGS	096731	377.40
01-043522	STAPLES CREDIT PLAN	I-63442	110 5120-311	OFFICE SUPPLI:	OFFICE SUPPLIES	096665	26.74
01-049003	XEROX CORPORATION	I-037677996	110 5120-814	PRINT/COPY MA:	COPIER URR-895482	096792	327.33
						DEPARTMENT 120 CITY CLERK	TOTAL: 3,826.33
01-002170	BUSINESS CARD	I-200901078712	110 5130-561	BUSINESS MEET:	CHARLESTON CO CLUB	096616	28.24
						DEPARTMENT 130 CITY ADMINISTRATOR	TOTAL: 28.24
01-000482	COLES CO SUPERVISOR OF	I-200901158884	110 5160-579	OTHER PURCHAS:	PROPERTY OWNERSHIP L	096693	16.50
01-009800	COLES CO CLERK & RECOR	I-1797	110 5160-579	OTHER PURCHAS:	RECORD LIENS	096691	102.00
01-009800	COLES CO CLERK & RECOR	I-1842	110 5160-579	OTHER PURCHAS:	RELEASE LIENS	096691	34.00
01-009800	COLES CO CLERK & RECOR	I-2100	110 5160-579	OTHER PURCHAS:	RECORD LIENS	096691	68.00
01-019450	GOVERNMENT FINANCE	I-200901078711	110 5160-571	DUES & MEMBER:	MEMBERSHIP OWEN	096618	185.00
01-022300	HOWARD'S TRASH	I-410322	110 5160-579	OTHER PURCHAS:	TRASH 700 S 15TH	096725	20.00
01-022300	HOWARD'S TRASH	I-410340	110 5160-579	OTHER PURCHAS:	TRASH 1513 SHELBY	096725	30.00
01-037951	J. PRESTON OWEN	I-200901138824	110 5160-565	CELLULAR TELE:	JANUARY 09 CELL PHON	096765	100.00
01-047000	WEST PAYMENT CENTER	I-817455743	110 5160-340	BOOKS & PERIO:	ON LINE RESEARCH 12/	096791	428.58
						DEPARTMENT 160 LEGAL SERVICES	TOTAL: 984.08

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-002170	BUSINESS CARD	I-200901078712	110 5170-340	BOOKS & PERIO:	WINDOWS SECRETS	096616	20.00		
01-005640	CDW GOVERNMENT	I-MTR8123	110 5170-852	NETWORK SECUR:	CDW GOVERNMENT	096684	534.00		
01-023800	CONSOLIDATED COMMUNICA	I-200901138795	110 5170-854	WIDE AREA NET:	101-5520	096696	88.07		
01-023800	CONSOLIDATED COMMUNICA	I-200901138796	110 5170-854	WIDE AREA NET:	101-0937	096696	88.07		
01-043522	STAPLES CREDIT PLAN	I-8408306001	110 5170-311	OFFICE SUPPLI:	HW OFFICE SUPPLIES	096776	201.48		
						DEPARTMENT 170	COMPUTER INFO SYSTEMS	TOTAL:	931.62
01-030056	LAKE LAND FLORALS	I-200901138779	110 5190-579	MISC OTHER PU:	SCHILLING ARRANGEMEN	096739	50.00		
						DEPARTMENT 190	COUNCIL CONTINGENCY	TOTAL:	50.00
01-005600	CATER-VEND	I-203743	110 5211-579	MISC OTHER PU:	COFFEE,SUGAR,CREAM	096683	120.28		
01-015410	EZ PARCEL & BUSINESS S	I-56324	110 5211-531	POSTAGE	: SHIPPING	096713	10.94		
01-020800	HAROLD'S CLEANERS	I-154899	110 5211-573	LAUNDRY SERVI:	CLEAN BLANKETS	096722	20.00		
01-035201	MID STATES ORGANIZED C	I-200901138801	110 5211-571	DUE & MEMBERS:	MEMBERSHIP-GRIFFITH	096756	200.00		
01-038700	POLICE PENSION FUND	I-200901078709	110 5211-232	POLICE PENSIO:	PROPERTY TAX DISTRIB	096620	193,544.43		
01-049003	XEROX CORPORATION	I-037677979	110 5211-814	PRINT/COPY MA:	COPIER UGK-462971	096792	88.08		
01-049003	XEROX CORPORATION	I-037677980	110 5211-814	PRINT/COPY MA:	COPIER RYU-424737	096792	105.21		
01-049003	XEROX CORPORATION	I-037677981	110 5211-814	PRINT/COPY MA:	COPIER RYU-424738	096792	143.34		
01-049003	XEROX CORPORATION	I-037677982	110 5211-814	PRINT/COPY MA:	COPIER GBP-234813	096792	371.11		
01-049003	XEROX CORPORATION	I-037678013	110 5211-814	PRINT/COPY MA:	COPIER YHT-189182	096792	33.96		
						DEPARTMENT 211	POLICE ADMINISTRATION	TOTAL:	194,637.35
01-000054	BATTERY ZONE	I-SI068667	110 5212-319	MISCELLANEOUS:	FLASHLIGHT BATTERY	096675	72.95		
01-000610	LEXISNEXIS RISK & INFO	I-1299801-20081231	110 5212-579	MISC OTHER PU:	12/08 SEARCHES	096741	30.00		
01-002195	JOHNSON'S AUTOMOTIVE S	I-IN00105244	110 5212-579	MISC OTHER PU:	TOW FROM 1031 7TH	096732	119.00		
01-039650	RADIOSHACK	I-191277	110 5212-319	MISCELLANEOUS:	BATTERIES	096768	20.99		
						DEPARTMENT 212	CRIMINAL INVESTIGATION	TOTAL:	242.94

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 213 PATROL

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030021	L & S SAFETY	I-2009-0025	110 5213-319	MISCELLANEOUS:	LATEX GLOVES	096737	25.20
01-037800	RAY O'HERRON CO	I-0834044-IN	110 5213-319	MISCELLANEOUS:	TASER DIGITAL POWER	096769	389.35
01-037800	RAY O'HERRON CO	I-0834047-IN	110 5213-319	MISCELLANEOUS:	PEPPER MACE	096769	103.50
01-037800	RAY O'HERRON CO	I-0835063-IN	110 5213-319	MISCELLANEOUS:	POWER SUPPLY	096769	281.12
01-037800	RAY O'HERRON CO	I-0835117-IN	110 5213-319	MISCELLANEOUS:	SIREN,SPEAKER	096769	520.42
01-037800	RAY O'HERRON CO	I-0835249-IN	110 5213-319	MISCELLANEOUS:	PEPPER MACE	096769	769.17
DEPARTMENT 213 PATROL						TOTAL:	2,088.76
01-004400	BURGER KING	I-200901158845	110 5217-330	FOOD	: DEC 08 PRISONER MEAL	096680	6.58
DEPARTMENT 217 CUSTODY OF PRISONERS						TOTAL:	6.58
01-002170	BUSINESS CARD	I-200901078712	110 5221-562	TRAVEL & TRAI:	GOLDEN CORRAL	096616	30.00
01-002170	BUSINESS CARD	I-200901078712	110 5221-562	TRAVEL & TRAI:	ORLANDO FLIGHTS	096616	332.11
DEPARTMENT 221 POLICE TRAINING						TOTAL:	362.11
01-023800	CONSOLIDATED COMMUNICA	I-200901098722	110 5222-532	TELEPHONE	: 235-2677	096625	1,572.55
01-023800	CONSOLIDATED COMMUNICA	I-200901158844	110 5222-532	TELEPHONE	: 101-0983	096696	345.43
01-046600	WARNER'S OFFICE EQUIPM	I-53299	110 5222-311	OFFICE SUPPLI:	OFFICE SUPPLIES	096787	32.00
01-046600	WARNER'S OFFICE EQUIPM	I-54136	110 5222-311	OFFICE SUPPLI:	FILE FOLDERS	096787	160.00
DEPARTMENT 222 COMMUNICATION SERVICES						TOTAL:	2,109.98
01-000550	ALEXANDERS AUTO PARTS	I-200901138791	110 5223-319	MISCELLANEOUS:	BRAKE FLUID	096670	7.47
01-000779	GRAPHIC IMAGINATION, I	I-28192	110 5223-742	VEHICLES	: REPAIR DRIVERS SIDE	096720	110.00
01-000779	GRAPHIC IMAGINATION, I	I-28294	110 5223-742	VEHICLES	: SUPPLY REFLECTIVE DE	096720	643.95
01-002170	BUSINESS CARD	I-200901078712	110 5223-326	FUEL	: GAS	096616	40.00
01-002958	BATTERY SPECIALISTS, I	I-74064	110 5223-319	MISCELLANEOUS:	BATTERY	096674	54.95
01-009075	CUSD #2 TRANSPORTATION	I-380	110 5223-326	FUEL	: FUEL 12/1-31 POLICE	096701	3,759.10
01-013900	D-R AUTO BODY SHOP	I-200901138789	110 5223-439	OTHER REPAIR	: REPAIR 2-L-11	096703	275.00
01-013900	D-R AUTO BODY SHOP	I-200901158846	110 5223-742	VEHICLES	: INSTALL STRIPE KIT	096703	275.00
01-017403	FIRST MID-IL BANK & TR	I-200901098720	110 5223-742	VEHICLES	: TRUCKS LOAN #2700714	096627	11,867.80

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 223 AUTOMOTIVE SERVICES

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-039600	BEN TIRE AUTO SERVICE	I-200901138790	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	096677	1,236.50
01-039600	BEN TIRE AUTO SERVICE	I-200901138790	110 5223-439	OTHER REPAIR :	SQUAD REPAIRS	096677	194.14
DEPARTMENT 223 AUTOMOTIVE SERVICES						TOTAL:	18,463.91
01-001070	AMERENCIPS	I-200901098723	110 5224-321	NATURAL GAS &:	1700 WABASH	096621	6,164.59
01-001070	AMERENCIPS	I-200901098724	110 5224-321	NATURAL GAS &:	1321 RICHMOND	096621	417.69
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5224-321	NATURAL GAS &:	ENERGY CHARGES	096730	984.22
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5224-321	NATURAL GAS &:	1700 WABASH	096672	2,253.27
01-026400	INDUSTRIAL SERVICES OF	I-16941	110 5224-432	REPAIR OF BUI:	GENERATOR REPAIRS	096729	194.74
01-026400	INDUSTRIAL SERVICES OF	I-16959	110 5224-432	REPAIR OF BUI:	CHANGE OIL ON GENSET	096729	382.56
01-026400	INDUSTRIAL SERVICES OF	I-16960	110 5224-432	REPAIR OF BUI:	GENSET REPAIRS	096729	104.00
01-030000	KULL LUMBER CO	I-200901138800	110 5224-432	REPAIR OF BUI:	WOOD GLUE, PAINT MARK	096736	11.27
01-031000	LORENZ SUPPLY CO.	I-201827	110 5224-312	CLEANING SUPP:	TOWELS, LINERS, CLEANE	096743	132.98
01-031000	LORENZ SUPPLY CO.	I-202917	110 5224-312	CLEANING SUPP:	ICE MELT	096743	40.38
01-031000	LORENZ SUPPLY CO.	I-203284	110 5224-312	CLEANING SUPP:	CLEANER, TOWELS, LINER	096743	182.57
01-035600	KONE INC	I-220049969	110 5224-435	ELEVATOR SERV:	ELEV MNTCE 1/09	096735	577.78
DEPARTMENT 224 POLICE BUILDINGS						TOTAL:	11,446.05
01-011650	DECATUR ELECTRONICS	I-00178339	110 5233-319	MISCELLANEOUS:	DECATUR ELECTRONICS	096705	2,457.00
01-011650	DECATUR ELECTRONICS	I-00178347	110 5233-319	MISCELLANEOUS:	DECATUR ELECTRONICS	096705	1,050.00
01-011650	DECATUR ELECTRONICS	I-00178351	110 5233-319	MISCELLANEOUS:	DECATUR ELECTRONICS	096705	780.00
DEPARTMENT 233 DUI ASSESSMENT EXPENDS						TOTAL:	4,287.00
01-000410	ANDY ADAIR	I-200901138823	110 5241-533	CELLULAR PHON:	JANUARY 09 CELL PHON	096667	50.00
01-000550	ALEXANDERS AUTO PARTS	I-200901138760	110 5241-318	VEHICLE PARTS:	FUSES, FUEL FILTERS	096670	60.31
01-000704	MIKE CHISM	I-200901138827	110 5241-533	CELLULAR PHON:	JANUARY 09 CELL PHON	096687	50.00
01-001070	AMERENCIPS	I-200901098718	110 5241-321	NATURAL GAS &:	ADD'L CURRENT	096621	118.22
01-001070	AMERENCIPS	I-200901098738	110 5241-321	NATURAL GAS &:	HWY 16 STA 2	096622	807.64
01-001070	AMERENCIPS	I-200901158863	110 5241-321	NATURAL GAS &:	2700 MARSHALL STA 3	096659	16.71
01-001213	DIESEL SPEED REPAIR	I-6881	110 5241-434	REPAIR OF VEH:	REPLACE STEERING	096708	466.74

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5241-321	NATURAL GAS &	ENERGY CHARGES	096730	43.81
01-001852	ROCKE OVERHEAD DOORS	I-9507	110 5241-460	OTHER PROP MA:	KEYLESS ENTRY	096770	27.00
01-002056	NICK & STACEY'S HOUSE	I-1124	110 5241-319	MISCELLANEOUS:	PAINT	096761	32.27
01-002056	NICK & STACEY'S HOUSE	I-135	110 5241-319	MISCELLANEOUS:	PAINT	096761	25.00
01-002170	BUSINESS CARD	I-200901078712	110 5241-319	MISCELLANEOUS:	ACCU-LINE	096616	192.42
01-002170	BUSINESS CARD	I-200901078712	110 5241-316	TOOLS & EQUIP:	SEARS	096616	201.14
01-002170	BUSINESS CARD	I-200901078712	110 5241-562	TRAVEL & TRAI:	VILLA PIZZA	096616	113.69
01-002170	BUSINESS CARD	I-200901078712	110 5241-562	TRAVEL & TRAI:	LODGING	096616	181.44
01-002170	BUSINESS CARD	I-200901078712	110 5241-311	OFFICE SUPPLI:	MONOPRICE.COM	096616	14.12
01-002170	BUSINESS CARD	I-200901078712	110 5241-319	MISCELLANEOUS:	MARISAFE	096616	31.92
01-002170	BUSINESS CARD	I-200901078712	110 5241-562	TRAVEL & TRAI:	PANTHER PAW	096616	16.30
01-002170	BUSINESS CARD	I-200901078712	110 5241-319	MISCELLANEOUS:	COUNTY MARKET	096616	13.56
01-002170	BUSINESS CARD	I-200901078712	110 5241-562	TRAVEL & TRAI:	SMOKEY BONES	096616	31.09
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5241-321	NATURAL GAS &:	2700 MARSHALL	096672	213.06
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5241-321	NATURAL GAS &:	1801 PRAIRIE	096672	87.31
01-003095	CARQUEST OF MATTOON	I-200901148841	110 5241-318	VEHICLE PARTS:	DOOR JAM	096682	14.62
01-009075	CUSD #2 TRANSPORTATION	I-381	110 5241-326	FUEL	: FUEL 12/1-31 FIRE DE	096701	1,555.75
01-011875	DENNING AUTOMOTIVE	I-200901138772	110 5241-434	REPAIR OF VEH:	REPAIR #28	096706	924.89
01-014713	EMERGENCY MEDICAL PROD	I-INV1131374	110 5241-313	MEDICAL & SAF:	RESCUE MASK TRAINING	096710	59.46
01-017000	FIRE EQUIPMENT SERVICE	I-85193	110 5241-460	OTHER PROP MA:	EXTINGUISHER MNTCE	096715	48.50
01-017200	FIRE PENSION FUND	I-200901078708	110 5241-233	FIREFIGHTERS :	PROPERTY TAX DISTRIB	096617	218,221.17
01-017403	FIRST MID-IL BANK & TR	I-200901098720	110 5241-742	VEHICLES	: TRUCKS LOAN #2700714	096627	21,476.54
01-018042	GALLS INCORPORATED	I-5967329000025	110 5241-315	UNIFORMS & CL:	TROUSERS	096717	92.07
01-020800	HAROLD'S CLEANERS	I-155511	110 5241-573	LAUNDRY SERVI:	CLEAN UNIFORMS	096722	20.00
01-020800	HAROLD'S CLEANERS	I-155731	110 5241-573	LAUNDRY SERVI:	CLEAN UNIFORMS	096722	60.00
01-023800	CONSOLIDATED COMMUNICA	I-200901098727	110 5241-532	TELEPHONE	: 234-2442	096625	48.15
01-023800	CONSOLIDATED COMMUNICA	I-200901098728	110 5241-532	TELEPHONE	: 235-0931	096625	41.25
01-023800	CONSOLIDATED COMMUNICA	I-200901098729	110 5241-532	TELEPHONE	: 235-0932	096625	38.61
01-023800	CONSOLIDATED COMMUNICA	I-200901098730	110 5241-532	TELEPHONE	: 235-0933	096625	37.56
01-023800	CONSOLIDATED COMMUNICA	I-200901138784	110 5241-532	TELEPHONE	: 101-0987	096696	88.07
01-023800	CONSOLIDATED COMMUNICA	I-200901138797	110 5241-532	TELEPHONE	: 234-2448	096696	38.85

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-025600	ILMO PRODUCTS COMPANY	I-200901148840	110 5241-313	MEDICAL & SAF:	OXYGEN, CYLINDER REN	096728	83.11
01-030021	L & S SAFETY	I-2009-0055	110 5241-319	MISCELLANEOUS:	EAR PLUGS	096737	30.00
01-031000	LORENZ SUPPLY CO.	I-203582	110 5241-312	CLEANING SUPP:	TISSUE,TOWELS	096743	141.57
01-031000	LORENZ SUPPLY CO.	I-204436	110 5241-312	CLEANING SUPP:	TOWELS,FLOOR CLEANER	096743	136.40
01-031157	MACS FIRE & SAFETY INC	I-90558	110 5241-318	VEHICLE PARTS:	SHOCK SPACER	096745	101.40
01-033800	MATTOON WATER DEPT	I-200812298656	110 5241-410	UTILITY SERVI:	HWY 16 STA 2	000000	66.75
01-033800	MATTOON WATER DEPT	I-200812298657	110 5241-410	UTILITY SERVI:	2700 MARSHALL STA 3	000000	52.70
01-033800	MATTOON WATER DEPT	I-200901138771	110 5241-410	UTILITY SERVI:	1801 PRAIRIE	000000	9.40
01-036334	NFPA	I-200901148839	110 5241-571	DUE & MEMBERS:	MEMBERSHIP THRU 1/31	096760	150.00
01-043522	STAPLES CREDIT PLAN	I-63546	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	096665	166.42
01-043522	STAPLES CREDIT PLAN	I-63794	110 5241-311	OFFICE SUPPLI:	ENVELOPES	096665	24.70
01-044200	KC SUMMERS BUICK	I-BUCS380567	110 5241-434	REPAIR OF VEH:	OIL CHANGE	096734	17.86
01-045198	UNIVERSITY OF IL-GAR 1	I-UFINH169	110 5241-562	TRAVEL & TRAI:	MANAGEMENT II 12/15/	096780	450.00
01-046791	WELTON OIL SERVICE	I-85375	110 5241-460	OTHER PROP MA:	BOTTLED GAS	096790	61.41
DEPARTMENT 241 FIRE PROTECTION ADMIN.						TOTAL:	247,050.96
01-000703	TIGER DIRECT	I-P05455380101	110 5261-311	OFFICE SUPPLI:	BROTHER PRINTER DRUM	096777	124.22
01-001381	MATT FREDERICK	I-200901138769	110 5261-564	PRIVATE VEHIC:	MILEAGE 12/1-31	096716	133.81
01-001381	MATT FREDERICK	I-200901138828	110 5261-533	CELLULAR PHON:	JANUARY 09 CELL PHON	096716	43.29
01-023800	CONSOLIDATED COMMUNICA	I-200901138798	110 5261-532	TELEPHONE	: 234-7367	096696	232.60
01-041120	RAYMOND SENTENEY	I-200901138768	110 5261-564	PRIVATE VEHIC:	MILEAGE 12/5-31	096773	57.56
01-043522	STAPLES CREDIT PLAN	I-63442	110 5261-311	OFFICE SUPPLI:	OFFICE SUPPLIES	096665	173.46
DEPARTMENT 261 CODE ENFORCEMENT ADMIN						TOTAL:	764.94
01-049003	XEROX CORPORATION	I-037883216	110 5310-814	PRINT/COPY MA:	COPIER TFW-015052	096792	189.19
DEPARTMENT 310 PUBLIC WORKS ADMIN						TOTAL:	189.19

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200901098718	110 5320-321	NATURAL GAS &	ADD'L CURRENT	096621	132.47
01-001070	AMERENCIPS	I-200901098739	110 5320-321	NATURAL GAS &	221 N 12TH	096622	2,735.56
01-001070	AMERENCIPS	I-200901098740	110 5320-321	NATURAL GAS &	212 N 12TH	096622	20.73
01-001070	AMERENCIPS	I-200901098744	110 5320-321	NATURAL GAS &	212 N 12TH	096623	1,384.17
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5320-321	NATURAL GAS &	ENERGY CHARGES	096730	366.50-
01-001686	ALLIED MUNICIPAL SUPPL	I-8096	110 5320-316	TOOLS AND EQU:	TOOLS	096671	184.61
01-001686	ALLIED MUNICIPAL SUPPL	I-8120	110 5320-316	TOOLS AND EQU:	CORNER BOLT	096671	68.62
01-002170	BUSINESS CARD	I-200901078712	110 5320-562	TRAVEL & TRAI:	RADISSON	096616	156.80
01-002170	BUSINESS CARD	I-200901078712	110 5320-562	TRAVEL & TRAI:	RADISSON	096616	170.80
01-002170	BUSINESS CARD	I-200901078712	110 5320-326	FUEL	: FUEL	096616	20.00
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5320-321	NATURAL GAS &	212 N 12TH	096672	6.50
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5320-321	NATURAL GAS &	221 N 12TH	096672	218.34
01-003095	CARQUEST OF MATTOON	I-200901138787	110 5320-318	VEHICLE PARTS:	REPAIRS	096682	455.73
01-009075	CUSD #2 TRANSPORTATION	I-379	110 5320-326	FUEL	: FUEL 12/1-31 PUBLIC	096701	1,937.85
01-009870	COX MOTORS	I-82005	110 5320-434	REPAIR OF VEH:	SAFETY TEST	096698	18.35
01-015410	EZ PARCEL & BUSINESS S	I-55660	110 5320-531	POSTAGE	: SHIPPING	096713	6.41
01-015410	EZ PARCEL & BUSINESS S	I-55663	110 5320-531	POSTAGE	: SHIPPING	096713	6.00
01-015410	EZ PARCEL & BUSINESS S	I-55971	110 5320-531	POSTAGE	: SHIPPING	096713	13.81
01-015410	EZ PARCEL & BUSINESS S	I-56292	110 5320-531	POSTAGE	: SHIPPING	096713	12.96
01-016000	FARM PLAN	I-176370	110 5320-319	MISCELLANEOUS:	CAP SCREW	096626	11.25
01-016000	FARM PLAN	I-3320461	110 5320-319	MISCELLANEOUS:	GARBAGE CAN	096626	17.99
01-016000	FARM PLAN	I-3323688	110 5320-319	MISCELLANEOUS:	WAX	096626	9.98
01-016000	FARM PLAN	I-3324632	110 5320-319	MISCELLANEOUS:	SPRAYER	096626	16.99
01-016000	FARM PLAN	I-3326892	110 5320-316	TOOLS AND EQU:	HANDLE,HAMMER	096626	13.98
01-016000	FARM PLAN	I-3330931	110 5320-319	MISCELLANEOUS:	POLISHING CLOTH,PADS	096626	15.95
01-017403	FIRST MID-IL BANK & TR	I-200901098720	110 5320-741	MACHINERY	: TRUCKS LOAN #2700714	096627	21,202.38
01-017403	FIRST MID-IL BANK & TR	I-200901098720	110 5320-742	VEHICLES	: TRUCKS LOAN #2700714	096627	5,559.29
01-017403	FIRST MID-IL BANK & TR	I-200901098721	110 5320-742	VEHICLES	: STREET SWEEPER LOAN	096627	31,247.24
01-018100	GANO WELDING	I-200901138762	110 5320-319	MISCELLANEOUS:	WELDING SUPPLIES	096718	50.30
01-023800	CONSOLIDATED COMMUNICA	I-200901138788	110 5320-532	TELEPHONE	: 101-0873	096696	88.07
01-025600	ILMO PRODUCTS COMPANY	I-200901148838	110 5320-319	MISCELLANEOUS:	WELDING SUPPLIES	096728	72.27
01-030000	KULL LUMBER CO	I-200901138783	110 5320-359	OTHER STREET	: HOSE REPAIR,COUPLING	096736	38.00

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030000	KULL LUMBER CO	I-200901138783	110 5320-319	MISCELLANEOUS:	HOSE REPAIR, COUPLING	096736	7.48
01-030083	LANMAN OIL CO INC	I-14621	110 5320-326	FUEL	: GAS	096740	10.00
01-031000	LORENZ SUPPLY CO.	I-201962	110 5320-312	CLEANING SUPP:	SOAP, ICE MELT	096743	37.71
01-031000	LORENZ SUPPLY CO.	I-202095	110 5320-312	CLEANING SUPP:	CLEANERS	096743	114.32
01-031000	LORENZ SUPPLY CO.	I-202802	110 5320-312	CLEANING SUPP:	LINERS, FLOOR CLEANER	096743	57.90
01-031402	M & M PUMP SUPPLY INC	I-532027	110 5320-319	MISCELLANEOUS:	RUBBER HOSE, COUPLING	096744	27.55
01-032980	MATTOON MOTOR SHOP	I-7262	110 5320-433	REPAIR OF MAC:	SHARPEN CHAIN	096748	87.00
01-033200	MATTOON PRINTING CENTE	I-200901138767	110 5320-311	OFFICE SUPPLI:	PURCHASE ORDERS	096750	53.17
01-034250	MCFARLAND STEEL SUPPLY	I-200901138781	110 5320-359	OTHER STREET :	PIPE	096752	90.30
01-038375	DAN PILSON AUTO CENTER	I-129543	110 5320-318	VEHICLE PARTS:	WIPERS	096704	61.71
01-039600	BEN TIRE AUTO SERVICE	I-200901138761	110 5320-434	REPAIR OF VEH:	REPAIRS	096677	43.00
01-044200	KC SUMMERS BUICK	I-BUCS381919	110 5320-434	REPAIR OF VEH:	VAN REPAIRS	096734	112.98
01-046791	WELTON OIL SERVICE	I-85265	110 5320-319	MISCELLANEOUS:	KEROSENE	096790	35.60
01-050875	ZEP MANUFACTURING CO	I-17844929	110 5320-359	OTHER STREET :	ZEP MANUFACTURING CO	096793	108.94
DEPARTMENT 320 STREETS						TOTAL:	66,374.56
01-001070	AMERENCIPS	I-200901098718	110 5326-321	NATURAL GAS &:	ADD'L CURRENT	096621	383.47
01-001070	AMERENCIPS	I-200901158850	110 5326-321	NATURAL GAS &:	6TH & CHARLESTON	096657	20.13
01-001070	AMERENCIPS	I-200901158853	110 5326-321	NATURAL GAS &:	17TH & B'DWAY	096657	16.81
01-001070	AMERENCIPS	I-200901158854	110 5326-321	NATURAL GAS &:	16TH ST	096657	16.81
01-001070	AMERENCIPS	I-200901158855	110 5326-321	NATURAL GAS &:	1721 B'DWAY BRIDGE L	096657	34.52
01-001070	AMERENCIPS	I-200901158856	110 5326-321	NATURAL GAS &:	STREET LIGHTING	096657	15,009.43
01-001070	AMERENCIPS	I-200901158864	110 5326-321	NATURAL GAS &:	16TH ST	096659	16.81
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5326-321	NATURAL GAS &:	ENERGY CHARGES	096730	37.85
01-001630	INTEGRYS ENERGY SERVIC	I-12750033-1	110 5326-321	NATURAL GAS &:	19TH & RICHMOND	096730	7.92
01-001630	INTEGRYS ENERGY SERVIC	I-12750033-1	110 5326-321	NATURAL GAS &:	19TH & RICHMOND	096730	8.84
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &:	CHARLESTON TRAFFIC L	096672	14.19
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &:	19TH & RICHMOND	096672	12.75
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &:	17TH & CHARLESTON	096672	10.76
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &:	14TH ST TRAFFIC LIGH	096672	11.09
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &:	101 CHARLESTON	096672	10.83

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 326 STREET LIGHTING

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	1420 CHARLESTON	096672	22.68
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	18TH & MARSHALL TRAF	096672	16.65
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	1721 CHARLESTON	096672	10.83
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	19TH & WESTERN	096672	74.01
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	6TH & CHARLESTON	096672	11.99
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	1121 B'DWAY	096672	12.13
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	1721 B'DWAY	096672	50.03
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	1600 B'DWAY	096672	217.58
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	CHARLESTON AVE LIGHT	096672	9.87
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	700 E B'DWAY	096672	13.91
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5326-321	NATURAL GAS &	17TH & B'DWAY	096672	0.34
DEPARTMENT 326 STREET LIGHTING						TOTAL:	16,052.23
01-039210	VEOLIA ES SOLID WASTE	I-F50000133992	110 5338-421	DISPOSAL SERV:	CITY TRASH	096666	1,470.34
DEPARTMENT 338 REFUSE COLLECT & DISPOSAL						TOTAL:	1,470.34
01-030000	KULL LUMBER CO	I-200901158847	110 5370-316	TOOLS & EQUIP:	BATTERIES	096736	15.98
DEPARTMENT 370 CONSTRUCTION INSPECTION						TOTAL:	15.98
01-001070	AMERENCIPS	I-200901098718	110 5381-321	NATURAL GAS &	ADD'L CURRENT	096621	341.48
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5381-321	NATURAL GAS &	ENERGY CHARGES	096730	394.44
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5381-321	NATURAL GAS &	208 N 19TH	096672	1,156.79
01-023800	CONSOLIDATED COMMUNICA	I-200901138799	110 5381-435	ELEVATOR SERV:	234-7376	096696	36.98
01-033800	MATTOON WATER DEPT	I-200901158849	110 5381-410	UTILITY SERVI:	208 N 19TH	000000	167.98
01-035600	KONE INC	I-220051605	110 5381-435	ELEVATOR SERV:	ELEV MNTCE 1/09	096735	227.45
DEPARTMENT 381 CUSTODIAL SERVICES						TOTAL:	2,325.12
01-001070	AMERENCIPS	I-200901098718	110 5383-321	NATURAL GAS &	ADD'L CURRENT	096621	41.90
01-001070	AMERENCIPS	I-200901158852	110 5383-321	NATURAL GAS &	1701 WABASH	096657	1,450.87
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5383-321	NATURAL GAS &	ENERGY CHARGES	096730	81.87
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5383-321	NATURAL GAS &	1701 WABASH	096672	88.95
DEPARTMENT 383 BURGESS OSBORNE						TOTAL:	1,663.59

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 384 RAILROAD DEPOT

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038300	PERRY'S LOCKSMITH	I-2-51356	110 5384-432	REPAIR OF BUI:	SERVICE STORAGE ROOM	096767	265.00
01-038300	PERRY'S LOCKSMITH	I-2-51357	110 5384-432	REPAIR OF BUI:	SERVICE FRONT DOOR	096767	235.35
DEPARTMENT 384 RAILROAD DEPOT						TOTAL:	500.35
01-001070	AMERENCIPS	I-200901158866	110 5388-321	NATURAL GAS &:	316 S 32ND	096659	16.81
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5388-321	NATURAL GAS &:	ENERGY CHARGES	096730	1.09
DEPARTMENT 388 GARMENT FACTORY						TOTAL:	17.90
01-001301	DIRT WORKS LANDSCAPING	I-200901138765	110 5421-330	FOOD	: PLOW ICE @ COLES CO	096709	550.00
01-046000	NIEMANN FOODS INC	I-1040346	110 5421-330	FOOD	: SENIOR DINNER	096762	515.42
01-046000	NIEMANN FOODS INC	I-1040394	110 5421-330	FOOD	: SENIOR DINNER	096762	3,346.65
DEPARTMENT 421 COUNCIL ON AGING						TOTAL:	4,412.07
01-009075	CUSD #2 TRANSPORTATION	I-382	110 5511-326	FUEL	: FUEL 12-1/31 PARK	096701	439.20
01-023800	CONSOLIDATED COMMUNICA	I-200901158872	110 5511-532	TELEPHONE	: 234-3611	096661	68.19
01-035150	MIDAS AUTO SERVICE EXP	I-211473	110 5511-434	REPAIR OF VEH:	OIL CHANGE	096758	26.99
01-035150	MIDAS AUTO SERVICE EXP	I-212195	110 5511-434	REPAIR OF VEH:	OIL CHANGE	096758	31.57
01-037050	NIEMEYER REPAIR SERVIC	I-19955	110 5511-433	REPAIR OF MAC:	KIT BLADE	096763	135.18
01-037050	NIEMEYER REPAIR SERVIC	I-20156	110 5511-433	REPAIR OF MAC:	KIT BLADE,AIR FILTER	096763	177.86
01-037050	NIEMEYER REPAIR SERVIC	I-20285	110 5511-433	REPAIR OF MAC:	BLADE, SWITCH	096763	51.61
01-039600	BEN TIRE AUTO SERVICE	I-200901138807	110 5511-434	REPAIR OF VEH:	TIRE REPAIRS	096677	16.00
DEPARTMENT 511 PARK ADMINISTRATION						TOTAL:	946.60
01-030000	KULL LUMBER CO	I-200901138806	110 5512-319	MISCELLANEOUS:	LUMBER FOR TABLES	096736	840.00
01-030021	L & S SAFETY	I-2009-0028	110 5512-319	MISCELLANEOUS:	GLOVES	096737	5.00
01-035150	MIDAS AUTO SERVICE EXP	I-212406	110 5512-434	REPAIR OF VEH:	OIL CHANGE	096758	34.28
01-039600	BEN TIRE AUTO SERVICE	I-200901138807	110 5512-434	REPAIR OF VEH:	TIRE REPAIRS	096677	16.00
DEPARTMENT 512 LAKE ADMINISTRATION						TOTAL:	895.28

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 541 PETERSON PARK

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200901098718	110 5541-321	NATURAL GAS &	ADD'L CURRENT	096621	350.03
01-001070	AMERENCIPS	I-200901158867	110 5541-321	NATURAL GAS &	500 B'DWAY	096659	574.92
01-001070	AMERENCIPS	I-200901158868	110 5541-321	NATURAL GAS &	500 B'DWAY	096659	791.03
01-001070	AMERENCIPS	I-200901158869	110 5541-321	NATURAL GAS &	500 B'DWAY	096660	426.48
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5541-321	NATURAL GAS &	ENERGY CHARGES	096730	317.27
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5541-321	NATURAL GAS &	500 B'DWAY	096672	329.08
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5541-321	NATURAL GAS &	500 B'DWAY	096672	641.44
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5541-321	NATURAL GAS &	500 B'DWAY	096672	120.62
01-016000	FARM PLAN	I-3311683	110 5541-319	MISCELLANEOUS:	ELECTRICAL SUPPLIES	096662	102.64
01-020803	HARRELSON PLUMBING & H	I-11564	110 5541-440	RENTALS	: POTTY RENTAL	096723	227.50
01-020803	HARRELSON PLUMBING & H	I-11666	110 5541-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	096723	135.72
01-020803	HARRELSON PLUMBING & H	I-11666	110 5541-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	096723	135.72
01-045530	VILLA PIZZA	I-0231	110 5541-319	MISCELLANEOUS:	WORKERS LUNCH DURING	096784	93.94
DEPARTMENT 541 PETERSON PARK						TOTAL:	4,246.39
01-001070	AMERENCIPS	I-200901158851	110 5542-410	UTILITY SERVI:	632 S 14TH	096657	26.58
01-001070	AMERENCIPS	I-200901158882	110 5542-321	NATURAL GAS &	700 S 13TH	096660	15.13
01-001070	AMERENCIPS	I-200901158883	110 5542-321	NATURAL GAS &	702 S 13TH	096660	15.14
01-001363	TURF INNOVATIONS INC	I-47	110 5542-424	LAWN CARE	: SOD	096778	1,120.00
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5542-321	NATURAL GAS &	ENERGY CHARGES	096730	92.03
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5542-321	NATURAL GAS &	632 S 14TH	096672	224.78
01-020803	HARRELSON PLUMBING & H	I-11586	110 5542-440	RENTALS	: POTTY RENTAL	096723	297.50
01-020803	HARRELSON PLUMBING & H	I-11666	110 5542-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	096723	135.72
DEPARTMENT 542 LAWSON PARK						TOTAL:	1,926.88
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5551-321	NATURAL GAS &	ENERGY CHARGES	096730	21.11
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5551-321	NATURAL GAS &	312 N 10TH BOYS COMP	096672	126.09
01-020803	HARRELSON PLUMBING & H	I-11666	110 5551-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	096723	135.72
DEPARTMENT 551 BOYS COMPLEX						TOTAL:	282.92

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 552 GIRLS COMPLEX

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5552-321	NATURAL GAS &	ENERGY CHARGES	096730	246.32
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5552-321	NATURAL GAS &	311 N 6TH	096672	16.44
01-020803	HARRELSON PLUMBING & H	I-11666	110 5552-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	096723	135.72
01-041800	SHERWIN WILLIAMS CO	I-9282-3	110 5552-319	MISCELLANEOUS:	PAINT SUPPLIES	096774	49.32
DEPARTMENT 552 GIRLS COMPLEX						TOTAL:	447.80
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5553-321	NATURAL GAS &	409 SHELBY JFL	096672	47.98
01-020803	HARRELSON PLUMBING & H	I-11574	110 5553-440	RENTALS	: POTTY RENTAL	096723	700.00
01-020803	HARRELSON PLUMBING & H	I-11666	110 5553-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	096723	135.72
DEPARTMENT 553 JR FOOTBALL COMPLEX						TOTAL:	883.70
01-001070	AMERENCIPS	I-200901158865	110 5555-321	NATURAL GAS &	S 22ND ST	096659	63.57
01-001070	AMERENCIPS	I-200901158870	110 5555-321	NATURAL GAS &	1 S 22ND	096660	16.81
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	110 5555-321	NATURAL GAS &	ENERGY CHARGES	096730	10.28
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5555-321	NATURAL GAS &	1 S 22ND KINZEL	096672	2.47
DEPARTMENT 555 KINZEL FIELD						TOTAL:	93.13
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	110 5556-321	NATURAL GAS &	221 SHELBY T-BALL	096672	21.25
01-020803	HARRELSON PLUMBING & H	I-11666	110 5556-319	MISCELLANEOUS:	WINTERIZE BUILDINGS	096723	135.68
DEPARTMENT 556 T-BALL COMPLEX						TOTAL:	156.93
01-030065	LAKE MATTOON PUBLIC WA	I-200901158878	110 5561-410	UTILITY SERVI:	CAMPGROUND EAST	096663	12.00
01-041755	SHELBY ELECTRIC COOPER	I-200901158876	110 5561-322	ELECTRICITY	: HUFFMANS	096664	322.90
DEPARTMENT 561 EAST CAMPGROUND						TOTAL:	334.90
01-016000	FARM PLAN	I-3310942	110 5562-319	MISCELLANEOUS:	BLADES	096662	59.99
01-016000	FARM PLAN	I-3319388	110 5562-319	MISCELLANEOUS:	CUT OFF WHEEL,GRINDI	096662	42.89

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 562 WEST CAMPGROUND

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020803	HARRELSON PLUMBING & H	I-11567	110 5562-440	RENTALS	: POTTY RENTAL	096723	350.00
01-030021	L & S SAFETY	I-2009-0030	110 5562-313	MEDICAL & SAF:	GLOVES	096737	20.00
01-030065	LAKE MATTOON PUBLIC WA	I-200901158879	110 5562-410	UTILITY SERVI:	CAMPGROUND WEST	096663	12.00
01-041755	SHELBY ELECTRIC COOPER	I-200901158875	110 5562-322	ELECTRICITY	: CAMPGROUND	096664	126.00
						DEPARTMENT 562 WEST CAMPGROUND	TOTAL: 610.88
01-012025	DETECTION SECURITY CO	I-96633	110 5563-576	SECURITY SERV:	MARINA SECURITY	096707	45.00
01-020534	VERIZON NORTH	I-200901138805	110 5563-532	TELEPHONE	: 895-2922	096783	57.34
01-030065	LAKE MATTOON PUBLIC WA	I-200901158880	110 5563-410	UTILITY SERVI:	MARINA	096663	12.00
01-041755	SHELBY ELECTRIC COOPER	I-200901158873	110 5563-322	ELECTRICITY	: RESTROOMS	096664	96.64
01-041755	SHELBY ELECTRIC COOPER	I-200901158874	110 5563-322	ELECTRICITY	: CAUSEWAY	096664	38.70
01-041755	SHELBY ELECTRIC COOPER	I-200901158877	110 5563-322	ELECTRICITY	: MARINA	096664	157.07
						DEPARTMENT 563 MARINA AREA	TOTAL: 406.75
01-030065	LAKE MATTOON PUBLIC WA	I-200901158881	110 5564-410	UTILITY SERVI:	BEACH	096663	12.00
01-041800	SHERWIN WILLIAMS CO	I-9281-5	110 5564-432	REPAIR OF BUI:	PICNIC TABLE BOARDS	096774	67.21
						DEPARTMENT 564 BEACH AREA	TOTAL: 79.21
01-008200	COLES CO REGIONAL PLAN	I-4072	110 5651-519	OTHER PROFESS:	NOV 08 CDAP ADMIN	096692	540.00
01-008801	COLES TOGETHER	I-200901138826	110 5651-571	DUES & MEMBER:	FEBRUARY 09 PLEDGE	096694	5,000.00
						DEPARTMENT 651 ECONOMIC DEVELOPMENT	TOTAL: 5,540.00
01-015675	US BANK	I-200901098714	110 5716-817	SERIES 2003 L:	IRBB 2003A	096631	73,419.62
						DEPARTMENT 716 GENERAL OBLIGATION BONDS	TOTAL: 73,419.62
01-032205	MATT ECON DEV RECAPTUR	I-200901138830	110 5752-817	DEBT SERVICES:	FEBRUARY 09 RLF #137	096746	1,288.89
						DEPARTMENT 752 KAL KAN WTR/SWR EXT	TOTAL: 1,288.89

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 760 FISCAL AGENT'S FEE

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043205	SPEER FINANCIAL INC	I-D11-08/54	110 5760-817	FISCAL AGENT'	SPEER FINANCIAL INC	096775	383.86
DEPARTMENT 760 FISCAL AGENT'S FEE						TOTAL:	383.86
01-030100	MATTOON PUBLIC LIBRARY	I-200901078710	110 5912-822	TRANSFER TO L:	PROPERTY TAX DISTRIB	096619	93,183.05
DEPARTMENT 912 INTRFND TRNSFRS - LIBRARY						TOTAL:	93,183.05
VENDOR SET 110 GENERAL FUND						TOTAL:	765,578.97

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMRENCIPS	I-200901098741	122 5653-321	NATURAL GAS &	MARSHALL WELCOME SIG	096622	18.35
01-001070	AMRENCIPS	I-200901098742	122 5653-321	NATURAL GAS &	DEWITT WELCOME SIGN	096623	18.40
01-001235	ANGELIA D BURGETT	I-200901138829	122 5653-533	CELLULAR PHON:	JANUARY 09 CELL PHON	096681	43.29
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	122 5653-321	NATURAL GAS &	ENERGY CHARGES	096730	51.71
01-002170	BUSINESS CARD	I-200901078712	122 5653-561	BUSINESS MEET:	WALGREENS	096616	49.49
01-002170	BUSINESS CARD	I-200901078712	122 5653-561	BUSINESS MEET:	BROADWAY GRILL	096616	877.65
01-002170	BUSINESS CARD	I-200901078712	122 5653-561	BUSINESS MEET:	COMMON GROUNDS	096616	3.29
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	122 5653-321	NATURAL GAS &:	4219 DEWITT WELCOME	096672	5.62
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	122 5653-321	NATURAL GAS &:	3901 MARSHALL WELCOM	096672	5.48
01-010900	D TO Z SPORTS	I-16958	122 5653-572	COMMUNITY PRO:	WINDSHIRTS	096702	270.00
01-023800	CONSOLIDATED COMMUNICA	I-200901098726	122 5653-532	TELEPHONE	: 800-500-6286	096625	5.13

DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL: 1,348.41

VENDOR SET 122 HOTEL TAX FUND TOTAL: 1,348.41

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 123 FESTIVAL MGMT FUND

DEPARTMENT: 581 FESTIVAL ADMINISTRATION

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-200901078712	123 5581-561	BUSINESS MEET:	VILLA PIZZA	096616	42.00
01-002170	BUSINESS CARD	I-200901078712	123 5581-561	BUSINESS MEET:	VILLA PIZZA	096616	65.00
DEPARTMENT 581 FESTIVAL ADMINISTRATION						TOTAL:	107.00
01-002170	BUSINESS CARD	I-200901078712	123 5584-561	BUSINESS MEET:	EL RANCHERITO	096616	22.45
DEPARTMENT 584 BAGELFEST						TOTAL:	22.45
01-001070	AMERENCIPS	I-200901158857	123 5586-321	NATURAL GAS &:	500 B'DWAY	096658	314.93
01-001070	AMERENCIPS	I-200901158858	123 5586-321	NATURAL GAS &:	500 B'DWAY	096658	169.65
01-002800	CHAMBER OF COMMERCE	I-200901138777	123 5586-540	ADVERTISING :	CHAMBER BUCKS	096686	600.00
01-021348	CENTRAL IL NEWSPAPER	I-200901138775	123 5586-540	ADVERTISING :	LIGHTWORKS	096685	504.00
01-021348	CENTRAL IL NEWSPAPER	I-200901138775	123 5586-540	ADVERTISING :	LIGHT UP MATTOON	096685	1,116.50
DEPARTMENT 586 LIGHTWORKS						TOTAL:	2,705.08
VENDOR SET 123 FESTIVAL MGMT FUND						TOTAL:	2,834.53

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 125 INSURANCE & TORT JDMNT

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000210	MESIROW INSURANCE	SERV I-632448	125 5150-523	PROPERTY & CA:	COMMERCIAL PACKAGE	096754	52,003.25
01-000210	MESIROW INSURANCE	SERV I-632450	125 5150-523	PROPERTY & CA:	LAWYERS PROFESSIONAL	096754	1,700.00
01-000210	MESIROW INSURANCE	SERV I-632454	125 5150-523	PROPERTY & CA:	CRIME COVERAGES	096754	3,850.00
01-000210	MESIROW INSURANCE	SERV I-632455	125 5150-523	PROPERTY & CA:	FIDUCIARY LIABILITY	096754	3,400.00
01-000210	MESIROW INSURANCE	SERV I-632458	125 5150-250	WORKERS' COMP:	WORKERS COMPENSATION	096754	121,338.50
01-000210	MESIROW INSURANCE	SERV I-632460	125 5150-523	PROPERTY & CA:	SERVICE FEE P&C	096754	23,750.00
01-012500	IL DIR OF EMPLOYMENT S	I-200901138819	125 5150-240	UNEMPLOYMENT :	UNEMPLOY TAX 4TH QTR	096726	337.07
DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:							206,378.82
VENDOR SET 125 INSURANCE & TORT JDMNT TOTAL:							206,378.82

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 128 MIDTOWN TIF FUND

DEPARTMENT: 800 SHARED INCREMENT

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000731	MATTOON COMMUNITY UNIT	I-200901138758	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	096747	15,468.86
01-000732	LAKE LAND COLLEGE	I-200901138756	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	096738	1,506.56
01-000733	MATTOON TOWNSHIP SUPER	I-200901138755	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	096751	944.83
01-000734	MATTOON PARK DISTRICT	I-200901138754	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	096749	842.00
01-007882	COLES CO AIRPORT	I-200901138753	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	096690	259.39
01-009800	COLES CO CLERK & RECOR	I-200901138757	128 5800-821	SHARED INCREM:	SHARED TAX INCREMENT	096691	4,003.61
						DEPARTMENT 800 SHARED INCREMENT	TOTAL: 23,025.25
						VENDOR SET 128 MIDTOWN TIF FUND	TOTAL: 23,025.25

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 385 CULTURE & RECREATION

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-045850	AJ WALKER CONST CO	I-119224	130 5385-720	CULTURE AND R:	3 BUNDLES 2 X 2 X 18	096669	45.00
DEPARTMENT 385 CULTURE & RECREATION						TOTAL:	45.00
VENDOR SET 130 CAPITAL PROJECT FUND						TOTAL:	45.00

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-045400	UPCHURCH GROUP INC	I-10339-1	211 4931-021	SALE OF CAPIT:	DORANS WELLS SURVEY	096781	7,087.67		
						DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	7,087.67
01-001070	AMERENCIPS	I-200901098743	211 5351-321	NATURAL GAS &:	RR2, POLE BARN	096623	24.37		
01-001070	AMERENCIPS	I-200901098745	211 5351-321	NATURAL GAS &:	LAKE PARADISE RD	096623	104.04		
						DEPARTMENT 351	RESERVOIRS & WTR SOURCES	TOTAL:	128.41
01-000189	BALLINGER AUTO COMPANY	I-200901138764	211 5353-432	REPAIR OF STR:	CLEAN ONE LAGOON	096673	5,500.00		
01-000484	ETHANOL PRODUCTS CO2	I-CO250566	211 5353-314	CHEMICALS	: CHEMICALS	096712	960.88		
01-000839	BRENNTAG MID-SOUTH INC	C-BMS740142	211 5353-314	CHEMICALS	: RETURNS	096679	1,100.00-		
01-000839	BRENNTAG MID-SOUTH INC	I-BMS594047	211 5353-314	CHEMICALS	: CHEMICALS	096679	2,694.25		
01-001070	AMERENCIPS	I-200901098749	211 5353-321	NATURAL GAS &:	WATER PLANT	096624	3,238.14		
01-001414	GENERAL CHEMICAL PERFO	I-90198152	211 5353-314	CHEMICALS	: CHEMICALS	096719	3,088.77		
01-001824	BELMAN LOGISTICS LLC	I-114654	211 5353-314	CHEMICALS	: LIME	096676	824.85		
01-010000	CRAWFORD MURPHY & TILL	I-79607	211 5353-730	IMPROVEMENTS :	REHAB L PARADISE 11/	096699	272.50		
01-012925	MICKEY'S LINEN	I-200901138759	211 5353-460	OTHER PROPERT:	CLEANING	096755	165.63		
01-023800	CONSOLIDATED COMMUNICA	I-200901098732	211 5353-532	TELEPHONE	: 234-2454	096625	206.95		
01-035365	MISSISSIPPI LIME COMPA	I-834748	211 5353-314	CHEMICALS	: LIME	096759	3,306.25		
01-035600	KONE INC	I-220049673	211 5353-435	ELEVATOR SERV:	ELEV MNTCE 1/09	096735	210.09		
01-037976	PDC LABORATORIES	I-632398S	211 5353-519	OTHER PROFESS:	WATER TESTING	096766	64.00		
01-037976	PDC LABORATORIES	I-633511S	211 5353-519	OTHER PROFESS:	WATER TESTING	096766	1,545.00		
01-040465	SAL CHEMICAL	I-87591	211 5353-314	CHEMICALS	: CHEMICALS	096771	5,512.40		
01-044200	KC SUMMERS BUICK	I-BUCS382001	211 5353-434	REPAIR OF VEH:	08 FORD OIL CHANGE	096734	42.81		
01-045155	UNITED PARCEL SERVICE	I-8Y610029	211 5353-531	POSTAGE	: SHIPPING	096779	23.16		
01-045155	UNITED PARCEL SERVICE	I-8Y610528	211 5353-531	POSTAGE	: SHIPPING	096630	16.40		
						DEPARTMENT 353	WATER TREATMENT PLANT	TOTAL:	26,572.08

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200901098718	211 5354-321	NATURAL GAS &	ADD'L CURRENT	096621	40.41
01-001070	AMERENCIPS	I-200901098746	211 5354-321	NATURAL GAS &	2800 E LAKE PARADISE	096623	589.03
01-001070	AMERENCIPS	I-200901098747	211 5354-321	NATURAL GAS &	RR2, WATER DEPT	096623	217.17
01-001070	AMERENCIPS	I-200901098749	211 5354-321	NATURAL GAS &	LAKE MATTOON PUMP	096624	300.75
01-001070	AMERENCIPS	I-200901098749	211 5354-321	NATURAL GAS &	W 121 WATER TOWER	096624	17.87
01-001070	AMERENCIPS	I-200901098749	211 5354-321	NATURAL GAS &	WATER TOWER	096624	18.48
01-001070	AMERENCIPS	I-200901098749	211 5354-321	NATURAL GAS &	12TH ST STORAGE	096624	26.73
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	211 5354-321	NATURAL GAS &	ENERGY CHARGES	096730	689.86
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5354-321	NATURAL GAS &	1331 CO RD 100E L MA	096672	106.47
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5354-321	NATURAL GAS &	3919 DEWITT W 121 WA	096672	3.77
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5354-321	NATURAL GAS &	SWORDS DR STANDPIPE	096672	67.43
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5354-321	NATURAL GAS &	RR2, WATER DEPT	096672	10.28
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5354-321	NATURAL GAS &	401 N DIVISION WATER	096672	4.18
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5354-321	NATURAL GAS &	RR2	096672	21.58
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5354-321	NATURAL GAS &	2800 E LAKE PARADISE	096672	2,039.46
01-002958	BATTERY SPECIALISTS, I	I-74317	211 5354-319	MISCELLANEOUS:	UPS BATTERY	096674	14.00
01-010118	CRITES TITLE COMPANY	I-081775	211 5354-730	IMPROVEMENTS :	FFM-ST JOHN'S	096700	140.00
01-010118	CRITES TITLE COMPANY	I-081793	211 5354-730	IMPROVEMENTS :	FFM-HARTBANK	096700	140.00
01-010118	CRITES TITLE COMPANY	I-081794	211 5354-730	IMPROVEMENTS :	FFM-SCHNEIDER	096700	140.00
01-016000	FARM PLAN	I-3317791	211 5354-319	MISCELLANEOUS:	APPLICATOR PADS,RAIN	096626	15.76
01-016000	FARM PLAN	I-3331591	211 5354-319	MISCELLANEOUS:	PAINT,PRIMER	096626	77.22
01-017403	FIRST MID-IL BANK & TR	I-200901098720	211 5354-742	VEHICLES :	TRUCKS LOAN #2700714	096627	9,041.16
01-018100	GANO WELDING	I-200901138762	211 5354-440	RENTALS :	WELDING SUPPLIES	096718	45.00
01-033200	MATTOON PRINTING CENTE	I-200901138767	211 5354-319	MISCELLANEOUS:	PURCHASE ORDERS	096750	53.17
01-035154	MID-ILLINOIS CONCRETE	I-85336	211 5354-363	BACKFILL & SU:	FLOW FILL	096757	141.00
01-035154	MID-ILLINOIS CONCRETE	I-85435	211 5354-363	BACKFILL & SU:	FLOW FILL	096757	282.00
01-035154	MID-ILLINOIS CONCRETE	I-85436	211 5354-363	BACKFILL & SU:	FLOW FILL	096757	129.25
01-050875	ZEP MANUFACTURING CO	I-17844929	211 5354-379	OTHER WATER M:	ZEP MANUFACTURING CO	096793	108.94
DEPARTMENT 354 WATER DISTRIBUTION						TOTAL:	14,480.97
01-000550	ALEXANDERS AUTO PARTS	I-200901148836	211 5355-318	VEHICLE PARTS:	BULBS	096670	9.32
01-009075	CUSD #2 TRANSPORTATION	I-379	211 5355-326	FUEL :	FUEL 12/1-31 PUBLIC	096701	1,937.85

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 355 ACCOUNTING & COLLECTION

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019900	WELLS FARGO FINANCIAL	I-200638011-0109	211 5355-815	POSTAGE METER:	POSTAGE MACHINE LEAS	096789	369.99
01-043522	STAPLES CREDIT PLAN	I-8818617001	211 5355-311	OFFICE SUPPLI:	OFFICE SUPPLIES	096776	87.32
01-043522	STAPLES CREDIT PLAN	I-8949108001	211 5355-311	OFFICE SUPPLI:	OFFICE SUPPLIES	096776	94.99
						DEPARTMENT 355 ACCOUNTING & COLLECTION TOTAL:	2,499.47
01-001070	AMERENCIPS	I-200901098748	211 5356-321	NATURAL GAS &:	S 12TH ST	096624	39.08
01-001070	AMERENCIPS	I-200901098749	211 5356-321	NATURAL GAS &:	12TH ST POWER	096624	52.07
01-001070	AMERENCIPS	I-200901158859	211 5356-321	NATURAL GAS &:	1201 MARSHALL	096658	799.00
01-001070	AMERENCIPS	I-200901158860	211 5356-321	NATURAL GAS &:	620 S 12TH	096658	34.44
01-001070	AMERENCIPS	I-200901158861	211 5356-321	NATURAL GAS &:	1201 MARSHALL	096658	56.86
01-001070	AMERENCIPS	I-200901158862	211 5356-321	NATURAL GAS &:	621 S 12TH	096658	19.55
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	211 5356-321	NATURAL GAS &:	ENERGY CHARGES	096730	19.61
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5356-321	NATURAL GAS &:	1201 MARSHALL	096672	133.98
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5356-321	NATURAL GAS &:	1201 MARSHALL	096672	125.00
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5356-321	NATURAL GAS &:	620 S 12TH	096672	16.99
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5356-321	NATURAL GAS &:	621 S 12TH	096672	8.91
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	211 5356-321	NATURAL GAS &:	12TH ST LIGHTING	096672	35.15
01-008200	COLES CO REGIONAL PLAN	I-4071	211 5356-511	PLANNING & DE:	NOV 08 GIS BILLING	096692	1,125.00
01-020830	CHRIS HARTBANK	I-200901138820	211 5356-565	CELLULAR PHON:	JANUARY 09 CELL PHON	096724	50.00
01-024560	ILMA	I-200901098716	211 5356-562	TRAVEL & TRAI:	CONFERENCE 2/18-19	096629	75.00
01-028977	JULIE INC	I-12-08-0958	211 5356-579	MISC. OTHER P:	DECEMBER 08 MESSAGES	096733	90.20
						DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:	2,680.84
01-043205	SPEER FINANCIAL INC	I-D11-08/54	211 5760-817	DEBT SERVICES:	SPEER FINANCIAL INC	096775	614.18
						DEPARTMENT 760 FISCAL AGENTS FEE TOTAL:	614.18
						VENDOR SET 211 WATER FUND TOTAL:	54,063.62

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-016000	FARM PLAN	I-3324061	212 5342-319	MISCELLANEOUS:	BLEACH,WASH & WAX KI	096626	19.94		
01-030000	KULL LUMBER CO	I-200901138783	212 5342-319	MISCELLANEOUS:	HOSE REPAIR,COUPLING	096736	10.75		
01-033200	MATTOON PRINTING CENTE	I-200901138767	212 5342-319	MISCELLANEOUS:	PURCHASE ORDERS	096750	53.18		
							83.87		
DEPARTMENT							NON-DEPARTMENTAL	TOTAL:	83.87
01-000843	COUNTY MATERIALS CORP	I-1457075-00	212 5342-362	MANHOLES CASI:	COUNTY MATERIALS COR	096697	1,098.72		
01-000843	COUNTY MATERIALS CORP	I-1459920-00	212 5342-362	MANHOLES CASI:	COUNTY MATERIALS COR	096697	105.00		
01-003095	CARQUEST OF MATTOON	I-200901138787	212 5342-318	VEHICLE PARTS:	REPAIRS	096682	13.62		
01-006780	CLARK DIETZ INC	I-403052	212 5342-730	IMPROVEMENTS :	35TH STREET	096688	1,026.03		
01-007820	COE EQUIPMENT INC	I-45545	212 5342-318	VEHICLE PARTS:	BOOM LIFT CYCLE	096689	562.17		
01-016000	FARM PLAN	I-3318549	212 5342-316	TOOLS & EQUIP:	BRUSH,MEASURING WHEE	096626	47.98		
01-017403	FIRST MID-IL BANK & TR	I-200901098720	212 5342-740	MACHINERY & E:	TRUCKS LOAN #2700714	096627	5,780.83		
01-034250	MCFARLAND STEEL SUPPLY	I-200901138782	212 5342-369	OTHER SEWER M:	LUMBER	096752	138.90		
01-035154	MID-ILLINOIS CONCRETE	I-85335	212 5342-363	BACKFILL & SU:	FLOW FILL,CURB & GUT	096757	1,148.00		
01-035154	MID-ILLINOIS CONCRETE	I-85434	212 5342-363	BACKFILL & SU:	1900 OAK	096757	2,574.00		
01-050875	ZEP MANUFACTURING CO	I-17844929	212 5342-369	OTHER SEWER M:	ZEP MANUFACTURING CO	096793	108.94		
DEPARTMENT 342 SEWER COLLECTION SYSTEM							TOTAL:	12,604.19	
01-001070	AMERENCIPS	I-200901098715	212 5343-321	NATURAL GAS &:	N 45 LIFT STA	096621	30.81		
01-001070	AMERENCIPS	I-200901098715	212 5343-321	NATURAL GAS &:	RILEY CREEK SEWAGE	096621	334.39		
01-001070	AMERENCIPS	I-200901098715	212 5343-321	NATURAL GAS &:	LOGAN/SHELBY SEWAGE	096621	20.69		
01-001070	AMERENCIPS	I-200901098715	212 5343-321	NATURAL GAS &:	WILLOWSHIRE SEWAGE	096621	28.99		
01-001070	AMERENCIPS	I-200901098715	212 5343-321	NATURAL GAS &:	28TH LIFT STA	096621	34.72		
01-001070	AMERENCIPS	I-200901098715	212 5343-321	NATURAL GAS &:	FAIRFIELD LIFT STA	096621	19.81		
01-001070	AMERENCIPS	I-200901098715	212 5343-321	NATURAL GAS &:	N 19TH LIFT STA	096621	21.82		
01-001070	AMERENCIPS	I-200901098736	212 5343-321	NATURAL GAS &:	4220 DEWITT LIFT STA	096622	22.74		
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	212 5343-321	NATURAL GAS &:	ENERGY CHARGES	096730	335.36-		
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	212 5343-321	NATURAL GAS &:	11669 US HWY 45 N 45	096672	49.62		
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	212 5343-321	NATURAL GAS &:	4220 DEWITT LIFT STA	096672	16.93		
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	212 5343-321	NATURAL GAS &:	2521 N 6TH RILEY CRE	096672	1,131.56		

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 343 SEWER LIFT STATIONS

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	212 5343-321	NATURAL GAS &	3601 OAK WILLOWSHIRE	096672	43.18
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	212 5343-321	NATURAL GAS &	GARFIELD 28TH LIFT S	096672	63.45
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	212 5343-321	NATURAL GAS &	206 MCFALL RD LIFT S	096672	10.63
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	212 5343-321	NATURAL GAS &	1503 N 19TH LIFT STA	096672	17.74
01-020803	HARRELSON PLUMBING & H	I-11650	212 5343-433	REPAIR OF MAC:	REPAIR FURNACE	096723	65.00
01-031402	M & M PUMP SUPPLY INC	I-532774	212 5343-365	LIFT STATION :	COPPER ADAPTER,BALL	096744	40.44
01-044400	FERRELLGAS	I-1025007546	212 5343-323	BOTTLED GAS :	PROPANE	096714	363.52
DEPARTMENT 343 SEWER LIFT STATIONS						TOTAL:	1,980.68
01-000131	LINDEN & COMPANY	I-21526	212 5344-366	PLANT MTCE & :	DISCHARGE ELBOW & BR	096742	1,334.00
01-000229	W.A HAMMOND DRIERITE C	I-114456	212 5344-319	MISCELLANEOUS:	W.A HAMMOND DRIERITE	096785	193.75
01-000550	ALEXANDERS AUTO PARTS	I-200901138766	212 5344-318	VEHICLE PARTS:	WIPER BLADES	096670	35.45
01-000939	ADVANCED AUTO BODY, IN	I-4372	212 5344-434	REPAIR OF VEH:	ADVANCED AUTO BODY,	096668	117.50
01-001070	AMERENCIPS	I-200901098715	212 5344-321	NATURAL GAS &:	WATER TREATMENT PLAN	096621	3,682.46
01-001070	AMERENCIPS	I-200901098715	212 5344-321	NATURAL GAS &:	SAND FILTER BLDG	096621	367.86
01-001070	AMERENCIPS	I-200901098715	212 5344-321	NATURAL GAS &:	SEWER PLANT OFC/LAB	096621	800.01
01-001070	AMERENCIPS	I-200901098715	212 5344-321	NATURAL GAS &:	SEWER PLANT SHOP	096621	985.76
01-001070	AMERENCIPS	I-200901098733	212 5344-321	NATURAL GAS &:	820 S 5TH GRIT BLDG	096621	239.09
01-001070	AMERENCIPS	I-200901098734	212 5344-321	NATURAL GAS &:	820 S 5TH SLUDGE BLD	096621	1,039.18
01-001070	AMERENCIPS	I-200901098735	212 5344-321	NATURAL GAS &:	820 S 5TH	096621	957.84
01-001070	AMERENCIPS	I-200901098737	212 5344-321	NATURAL GAS &:	820 S 5TH	096622	1,302.88
01-001620	VERIZON WIRELESS	I-1952000103	212 5344-532	TELEPHONE :	MOBILES	096633	179.29
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	212 5344-321	NATURAL GAS &:	ENERGY CHARGES	096730	3,310.61
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE	096672	15,339.53
01-002958	BATTERY SPECIALISTS, I	I-74125	212 5344-318	VEHICLE PARTS:	#548	096674	64.95
01-003095	CARQUEST OF MATTOON	I-200901138787	212 5344-318	VEHICLE PARTS:	REPAIRS	096682	328.97
01-009000	COMMERCIAL ELECTRIC	I-23902001	212 5344-433	REPAIR OF MAC:	INSTALL NEW SOFT STA	096695	112.50
01-012925	MICKEY'S LINEN	I-200901138803	212 5344-460	OTHER PROPERT:	CLEANING	096755	91.14
01-020602	H & H INDUSTRIES	I-532665	212 5344-366	PLANT MTCE & :	H & H INDUSTRIES	096721	47.98

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020602	H & H INDUSTRIES	I-534479	212 5344-366	PLANT MTCE & : H & H INDUSTRIES		096721	48.98
01-023800	CONSOLIDATED COMMUNICA	I-200901098731	212 5344-532	TELEPHONE : 234-3016		096625	94.31
01-023800	CONSOLIDATED COMMUNICA	I-200901138802	212 5344-532	TELEPHONE : 101-0939		096696	88.07
01-023800	CONSOLIDATED COMMUNICA	I-200901148831	212 5344-532	TELEPHONE : 234-2737		096696	37.38
01-023800	CONSOLIDATED COMMUNICA	I-200901148832	212 5344-532	TELEPHONE : 234-6828		096696	68.34
01-025600	ILMO PRODUCTS COMPANY	I-200901138804	212 5344-316	TOOLS & EQUIP: ILMO PRODUCTS COMPAN		096728	97.18
01-031402	M & M PUMP SUPPLY INC	I-532793	212 5344-366	PLANT MTCE & : BRASS STRAINER		096744	31.32
01-031402	M & M PUMP SUPPLY INC	I-533733	212 5344-366	PLANT MTCE & : STRAINER SCREEN,GASK		096744	48.25
01-039210	VEOLIA ES SOLID WASTE	I-F50000133812	212 5344-460	OTHER PROPERT: SLUDGE DISPOSAL		096632	302.15
01-039600	BEN TIRE AUTO SERVICE	I-200901138761	212 5344-434	REPAIR OF VEH: REPAIRS		096677	25.00
01-045505	VANDEVANTER ENGINEERIN	I-1157661	212 5344-433	REPAIR OF MAC: PRIMARY WET WELL JOB		096782	3,497.65
01-045820	WALMART COMMUNITY BRC	I-002344	212 5344-366	PLANT MTCE & : OFFICE SUPPLIES		096786	83.28
01-046615	WATTS COPY SYSTEMS	I-48980	212 5344-814	COPY MACHINE : COPIER 1/8/09-2/7/09		096788	79.26
DEPARTMENT 344 WASTEWATER TREATMNT PLANTTOTAL:							35,031.92
01-009075	CUSD #2 TRANSPORTATION	I-379	212 5345-326	FUEL : FUEL 12/1-31 PUBLIC		096701	1,937.84
01-043522	STAPLES CREDIT PLAN	I-8818617001	212 5345-311	OFFICE SUPPLI: OFFICE SUPPLIES		096776	87.32
01-043522	STAPLES CREDIT PLAN	I-8949108001	212 5345-311	OFFICE SUPPLI: OFFICE SUPPLIES		096776	94.99
01-049003	XEROX CORPORATION	I-037677967	212 5345-814	PRINT COPY MA: COPIER URR-895305		096792	325.63
DEPARTMENT 345 ACCOUNTING & COLLECTION TOTAL:							2,445.78
01-010118	CRITES TITLE COMPANY	I-081792	212 5346-511	PLANNING & DE: DIEPHOLZ EASEMENT		096700	140.00
DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL:							140.00
01-024150	IL EPA	I-200901148834	212 5732-817	DEBT SERVICE : WATER REVOLVING FUND		096727	17,621.53
DEPARTMENT 732 1997 SEWR PLANT IEPA NOTETOTAL:							17,621.53
01-024150	IL EPA	I-200901148833	212 5733-817	DEBT SERVICE : WATER REVOLVING FUND		096727	301,728.24
DEPARTMENT 733 IEPA INSTALLMENT LOANS TOTAL:							301,728.24

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 760 FISCAL AGENTS FEE

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043205	SPEER FINANCIAL INC	I-D11-08/54	212 5760-817	DEBT SERVICES: SPEER FINANCIAL INC		096775	98.71
DEPARTMENT 760 FISCAL AGENTS FEE						TOTAL:	98.71
VENDOR SET 212 SEWER FUND						TOTAL:	371,734.92

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: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000550	ALEXANDERS AUTO PARTS	I-200901138776	213 5361-319	MISCELLANEOUS:	OIL, FIX A FLAT	096670	40.40
01-001630	INTEGRYS ENERGY SERVIC	I-12449805-1	213 5361-321	NATURAL GAS &:	ENERGY CHARGES	096730	9.11
01-002194	AMEREN ENERGY MARKETIN	I-200901148842	213 5361-321	NATURAL GAS &:	917 N 22ND	096672	41.73
01-003200	BIGGS ELECTRIC CO	I-022928	213 5361-432	REPAIR OF STR:	BULBS	096678	24.95
01-023800	CONSOLIDATED COMMUNICA	I-200901098725	213 5361-532	TELEPHONE	: 234-2055	096625	113.57
01-033800	MATTOON WATER DEPT	I-200901138763	213 5361-410	UTILITY SERVI:	917 N 22ND	000000	73.75
01-033800	MATTOON WATER DEPT	I-200901158848	213 5361-410	UTILITY SERVI:	N 19TH	000000	5.67
01-039600	BEN TIRE AUTO SERVICE	I-200901158843	213 5361-433	REPAIR OF MAC:	TIRES	096677	190.80
01-043522	STAPLES CREDIT PLAN	I-63442	213 5361-311	OFFICE SUPPLI:	OFFICE SUPPLIES	096665	1.49

DEPARTMENT 361 MAINTENANCE & OPERATIONS TOTAL: 501.47

VENDOR SET 213 CEMETERY FUND TOTAL: 501.47

REPORT GRAND TOTAL: 1,425,510.99

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2008-2009	110-5110-533	CELLULAR PHONE	150.00	2,900	1,550.00		
	110-5120-311	OFFICE SUPPLIES	26.74	5,000	3,926.13		
	110-5120-519	OTHER PROFESSIONAL SERVICE	756.90	8,000	3,257.20		
	110-5120-540	ADVERTISING	1,811.50	2,500	496.74		
	110-5120-562	TRAVEL & TRAINING	69.86	2,000	1,104.72		
	110-5120-801	VITAL RECORDS FEE REMITTAN	834.00	7,500	2,754.00		
	110-5120-814	PRINT/COPY MACH. LEASE & M	327.33	4,100	1,559.97		
	110-5130-561	BUSINESS MEETING EXPENSE	28.24	1,000	519.89		
	110-5160-340	BOOKS & PERIODICALS	428.58	4,200	590.54		
	110-5160-565	CELLULAR TELEPHONE REIMBUR	100.00	1,200	300.00		
	110-5160-571	DUES & MEMBERSHIPS	185.00	1,500	143.00		
	110-5160-579	OTHER PURCHASED SERVICES	270.50	11,000	1,586.85		
	110-5170-311	OFFICE SUPPLIES	201.48	200	27.54-	Y	
	110-5170-340	BOOKS & PERIODICALS	20.00	250	230.00		
	110-5170-852	NETWORK SECURITY SYSTEMS	534.00	5,000	4,370.20		
	110-5170-854	WIDE AREA NETWORK WIRING A	176.14	2,200	614.64		
	110-5190-579	MISC OTHER PURCHASED SERVI	50.00	12,500	5,625.24		
	110-5211-232	POLICE PENSION CONTRIBUTIO	193,544.43	922,135	28,051.31		
	110-5211-531	POSTAGE	10.94	2,500	585.79		
	110-5211-571	DUE & MEMBERSHIPS	200.00	1,000	195.50-	Y	
	110-5211-573	LAUNDRY SERVICE	20.00	250	76.00		
	110-5211-579	MISC OTHER PURCHASED SERVI	120.28	5,000	3,241.80		
	110-5211-814	PRINT/COPY MACH LEASE & MA	741.70	7,000	1,724.47		
	110-5212-319	MISCELLANEOUS SUPPLIES	93.94	4,000	1,871.74		
	110-5212-579	MISC OTHER PURCHASED SERVI	149.00	750	204.70-	Y	
	110-5213-319	MISCELLANEOUS SUPPLIES	2,088.76	6,000	1,435.34		
	110-5217-330	FOOD	6.58	400	338.47		
	110-5221-562	TRAVEL & TRAINING	362.11	22,200	6,972.94		
	110-5222-311	OFFICE SUPPLIES	192.00	1,500	659.72		
	110-5222-532	TELEPHONE	1,917.98	26,000	7,615.31		
	110-5223-319	MISCELLANEOUS SUPPLIES	62.42	2,000	1,117.62		
	110-5223-326	FUEL	3,799.10	70,000	13,602.88		
	110-5223-434	REPAIR OF VEHICLES	1,236.50	25,000	676.90-	Y	
	110-5223-439	OTHER REPAIR & MAINT SRVCS	469.14	750	751.88-	Y	
	110-5223-742	VEHICLES	12,896.75	15,759	59,302.94-	Y	
	110-5224-312	CLEANING SUPPLIES	355.93	2,800	636.27		
	110-5224-321	NATURAL GAS & ELECTRIC (CI	9,819.77	60,000	17,427.84		
	110-5224-432	REPAIR OF BUILDINGS	692.57	15,000	11,237.09		
	110-5224-435	ELEVATOR SERVICE AGREEMEN	577.78	7,300	2,442.22		
	110-5233-319	MISCELLANEOUS SUPPLIES	4,287.00	5,000	154.73		
	110-5241-233	FIREFIGHTERS PENSION CONTR	218,221.17	1,029,474	28,163.82		
	110-5241-311	OFFICE SUPPLIES	205.24	2,500	1,454.32		
	110-5241-312	CLEANING SUPPLIES	277.97	4,300	1,224.77		
	110-5241-313	MEDICAL & SAFETY SUPPLIES	142.57	6,000	1,954.10		
	110-5241-315	UNIFORMS & CLOTHING	92.07	15,000	8,892.82		
	110-5241-316	TOOLS & EQUIPMENT	201.14	6,000	4,883.23-	Y	
	110-5241-318	VEHICLE PARTS	176.33	6,000	2,829.92		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	110-5241-319	MISCELLANEOUS SUPPLIES	325.17	7,500	5,707.87				
	110-5241-321	NATURAL GAS & ELECTRIC	1,286.75	15,000	7,065.98				
	110-5241-326	FUEL	1,555.75	22,000	4,378.19				
	110-5241-410	UTILITY SERVICES	128.85	1,700	535.62				
	110-5241-434	REPAIR OF VEHICLES	1,409.49	21,000	5,106.05				
	110-5241-460	OTHER PROP MAINT SERVICES	136.91	5,000	1,099.79				
	110-5241-532	TELEPHONE	292.49	6,200	2,017.17				
	110-5241-533	CELLULAR PHONE	100.00	2,880	1,980.00				
	110-5241-562	TRAVEL & TRAINING	792.52	20,000	10,233.04				
	110-5241-571	DUE & MEMBERSHIPS	150.00	1,500	582.75				
	110-5241-573	LAUNDRY SERVICES	80.00	5,500	5,225.10				
	110-5241-742	VEHICLES	21,476.54	86,125	196.15				
	110-5261-311	OFFICE SUPPLIES	297.68	600	241.27				
	110-5261-532	TELEPHONE	232.60	2,750	578.20				
	110-5261-533	CELLULAR PHONE	43.29	750	360.39				
	110-5261-564	PRIVATE VEHICLE EXP REIMB	191.37	2,000	10.28-	Y			
	110-5310-814	PRINT/COPY MACH LEASE & MA	189.19	2,500	797.29				
	110-5320-311	OFFICE SUPPLIES	53.17	1,000	668.03				
	110-5320-312	CLEANING SUPPLIES	209.93	2,500	1,563.46				
	110-5320-316	TOOLS AND EQUIPMENT	267.21	3,500	1,343.30				
	110-5320-318	VEHICLE PARTS	517.44	15,000	1,875.83-	Y			
	110-5320-319	MISCELLANEOUS SUPPLIES	265.36	15,000	12,912.03				
	110-5320-321	NATURAL GAS & ELECTRIC	4,131.27	15,000	3,477.70				
	110-5320-326	FUEL	1,967.85	40,000	4,491.37				
	110-5320-359	OTHER STREET MAINT SUPPLIE	237.24	40,000	7,530.17				
	110-5320-433	REPAIR OF MACHINERY	87.00	20,000	7,983.18				
	110-5320-434	REPAIR OF VEHICLES	174.33	8,000	4,483.91				
	110-5320-531	POSTAGE	39.18	300	105.81				
	110-5320-532	TELEPHONE	88.07	5,000	959.12				
	110-5320-562	TRAVEL & TRAINING	327.60	2,000	1,319.40				
	110-5320-741	MACHINERY	21,202.38	21,395	192.97				
	110-5320-742	VEHICLES	36,806.53	22,071	31,196.64-	Y			
	110-5326-321	NATURAL GAS & ELECTRIC (CI	16,052.23	170,000	68,743.84				
	110-5338-421	DISPOSAL SERVICES	1,470.34	18,000	724.92				
	110-5370-316	TOOLS & EQUIPMENT	15.98	2,000	1,850.09				
	110-5381-321	NATURAL GAS & ELECTRIC	1,892.71	20,000	14,686.30-	Y			
	110-5381-410	UTILITY SERVICES	167.98	2,500	1,027.34				
	110-5381-435	ELEVATOR SERVICE AGREEMEN	264.43	2,600	390.54				
	110-5383-321	NATURAL GAS & ELECTRIC	1,663.59	7,000	2,221.29				
	110-5384-432	REPAIR OF BUILDINGS	500.35	2,000	281.29-	Y			
	110-5388-321	NATURAL GAS & ELECTRIC	17.90	300	151.65				
	110-5421-330	FOOD	4,412.07	4,500	194.28-	Y			
	110-5511-326	FUEL	439.20	12,500	995.85				
	110-5511-433	REPAIR OF MACHINERY	364.65	6,000	2,733.78-	Y			
	110-5511-434	REPAIR OF VEHICLES	74.56	5,000	3,832.49				
	110-5511-532	TELEPHONE	68.19	1,000	377.56				
	110-5512-319	MISCELLANEOUS SUPPLIES	845.00	500	663.49-	Y			
	110-5512-434	REPAIR OF VEHICLES	50.28	2,500	255.21-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	110-5541-319	MISCELLANEOUS SUPPLIES	468.02	5,000	2,352.97-	Y			
	110-5541-321	NATURAL GAS & ELECTRIC	3,550.87	16,000	806.16-	Y			
	110-5541-440	RENTALS	227.50	1,500	290.00				
	110-5542-319	MISCELLANEOUS SUPPLIES	135.72	2,500	3,329.99-	Y			
	110-5542-321	NATURAL GAS & ELECTRIC (CI	347.08	4,000	2,059.49				
	110-5542-410	UTILITY SERVICES	26.58	3,000	264.02-	Y			
	110-5542-424	LAWN CARE	1,120.00	2,000	1,347.27-	Y			
	110-5542-440	RENTALS	297.50	800	475.00-	Y			
	110-5551-319	MISCELLANEOUS SUPPLIES	135.72	2,000	1,359.66				
	110-5551-321	NATURAL GAS & ELECTRIC (CI	147.20	5,300	2,637.94				
	110-5552-319	MISCELLANEOUS SUPPLIES	185.04	2,500	513.04				
	110-5552-321	NATURAL GAS & ELECTRIC (CI	262.76	4,000	539.76				
	110-5553-319	MISCELLANEOUS SUPPLIES	135.72	2,500	2,535.45-	Y			
	110-5553-321	NATURAL GAS & ELECTRIC (CI	47.98	2,500	805.07				
	110-5553-440	RENTALS	700.00	1,500	500.00				
	110-5555-321	NATURAL GAS & ELECTRIC (CI	93.13	750	57.60-	Y			
	110-5556-319	MISCELLANEOUS SUPPLIES	135.68	2,000	1,471.19				
	110-5556-321	NATURAL GAS & ELECTRIC	21.25	1,500	208.39				
	110-5561-322	ELECTRICITY	322.90	9,000	2,214.32				
	110-5561-410	UTILITY SERVICES	12.00	3,500	279.00-	Y			
	110-5562-313	MEDICAL & SAFETY SUPPLIES	20.00	100	30.18-	Y			
	110-5562-319	MISCELLANEOUS SUPPLIES	102.88	2,000	1,442.22				
	110-5562-322	ELECTRICITY	126.00	12,500	4,333.42				
	110-5562-410	UTILITY SERVICES	12.00	3,500	1,974.25				
	110-5562-440	RENTALS	350.00	1,500	1,150.00				
	110-5563-322	ELECTRICITY	292.41	4,000	1,448.55				
	110-5563-410	UTILITY SERVICES	12.00	4,000	3,134.36				
	110-5563-532	TELEPHONE	57.34	800	275.55				
	110-5563-576	SECURITY SERVICES	45.00	800	395.00				
	110-5564-410	UTILITY SERVICES	12.00	200	104.00				
	110-5564-432	REPAIR OF BUILDINGS	67.21	1,000	675.53				
	110-5651-519	OTHER PROFESSIONAL SERVICE	540.00	87,000	52,545.20				
	110-5651-571	DUES & MEMBERSHIPS	5,000.00	60,000	15,000.00				
	110-5716-817	SERIES 2003 LIBRARY REFUND	73,419.62	81,485	3,040.38				
	110-5752-817	DEBT SERVICES	1,288.89	15,467	3,866.99				
	110-5760-817	FISCAL AGENT'S FEE	383.86	1,500	1,116.14				
	110-5912-822	TRANSFER TO LIBRARY FUND	93,183.05	410,000	5,095.36				
	122-5653-321	NATURAL GAS & ELECTRIC (CI	99.56	850	65.11				
	122-5653-532	TELEPHONE	5.13	2,500	957.51				
	122-5653-533	CELLULAR PHONE	43.29	750	114.29				
	122-5653-561	BUSINESS MEETING EXPENSE	930.43	1,500	110.60				
	122-5653-572	COMMUNITY PROMOTION & RELA	270.00	1,000	26,663.33-	Y			
	123-5581-561	BUSINESS MEETING EXPENSE	107.00	500	393.00				
	123-5584-561	BUSINESS MEETING EXPENSE	22.45	300	643.87-	Y			
	123-5586-321	NATURAL GAS & ELECTRIC	484.58	2,750	2,042.42				
	123-5586-540	ADVERTISING	2,220.50	3,000	2,007.85-	Y			
	125-5150-240	UNEMPLOYMENT COMP.	337.07	24,000	20,016.93				
	125-5150-250	WORKERS' COMPENSATION	121,338.50	520,187	120,190.50				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	125-5150-523	PROPERTY & CASUALTY INSURA	84,703.25	238,461	153,200.75		
	128-5800-821	SHARED INCREMENT (20%)	23,025.25	34,000	4,503.34		
	130-5385-720	CULTURE AND RECREATION	45.00	0	630.00-	Y	
	211-4931-021	SALE OF CAPITAL*NON-EXPENS	7,087.67	450,000-	19,650.26-		
	211-5351-321	NATURAL GAS & ELECTRIC	128.41	28,000	15,325.61		
	211-5353-314	CHEMICALS	15,287.40	260,000	66,327.90		
	211-5353-321	NATURAL GAS & ELECTRIC	3,238.14	12,000	5,794.35		
	211-5353-432	REPAIR OF STRUCTURES	5,500.00	36,000	6,014.00		
	211-5353-434	REPAIR OF VEHICLES	42.81	250	174.33		
	211-5353-435	ELEVATOR SERVICE AGREEMENT	210.09	2,500	733.59		
	211-5353-460	OTHER PROPERTY MAINT. SERV	165.63	0	1,687.89-	Y	
	211-5353-519	OTHER PROFESSIONAL SERVICE	1,609.00	22,000	12,643.00		
	211-5353-531	POSTAGE	39.56	600	175.53		
	211-5353-532	TELEPHONE	206.95	2,500	584.90		
	211-5353-730	IMPROVEMENTS OTHER THAN BL	272.50	0	4,381.43-	Y	
	211-5354-319	MISCELLANEOUS SUPPLIES	160.15	1,500	703.67		
	211-5354-321	NATURAL GAS & ELECTRIC	4,153.47	55,000	24,774.27		
	211-5354-363	BACKFILL & SURFACE MATERIA	552.25	15,000	10,450.75		
	211-5354-379	OTHER WATER MAINT. MATERIA	108.94	10,000	7,737.07-	Y	
	211-5354-440	RENTALS	45.00	2,000	618.50		
	211-5354-730	IMPROVEMENTS OTHER THAN BL	420.00	187,140	174,506.13		
	211-5354-742	VEHICLES	9,041.16	66,064	50,082.29		
	211-5355-311	OFFICE SUPPLIES	182.31	6,000	2,455.37		
	211-5355-318	VEHICLE PARTS	9.32	600	12.16		
	211-5355-326	FUEL	1,937.85	30,000	5,905.12-	Y	
	211-5355-815	POSTAGE METER LEASE & MAIN	369.99	0	824.98-	Y	
	211-5356-321	NATURAL GAS & ELECTRIC	1,340.64	20,000	9,459.52		
	211-5356-511	PLANNING & DESIGN SERVICES	1,125.00	25,000	13,555.50		
	211-5356-562	TRAVEL & TRAINING	75.00	3,000	2,421.00		
	211-5356-565	CELLULAR PHONE EXPENSE REI	50.00	600	150.00		
	211-5356-579	MISC. OTHER PURCHASED SERV	90.20	500	17.35-	Y	
	211-5760-817	DEBT SERVICES	614.18	1,500	885.82		
	212-5342-316	TOOLS & EQUIPMENT	47.98	2,200	925.07		
	212-5342-318	VEHICLE PARTS	575.79	6,000	4,296.72-	Y	
	212-5342-319	MISCELLANEOUS SUPPLIES	83.87				
	212-5342-362	MANHOLES CASINGS & LIDS	1,203.72	6,000	933.08		
	212-5342-363	BACKFILL & SURFACE MATERIA	3,722.00	19,000	3,381.70-	Y	
	212-5342-369	OTHER SEWER MTCE SUPPLIES	247.84	10,000	4,187.87		
	212-5342-730	IMPROVEMENTS OTHER THAN BL	1,026.03	110,000	64,926.56		
	212-5342-740	MACHINERY & EQUIPMENT	5,780.83	262,774	190,325.73		
	212-5343-321	NATURAL GAS & ELECTRIC (AM	1,511.72	23,000	6,872.99		
	212-5343-323	BOTTLED GAS	363.52	600	236.48		
	212-5343-365	LIFT STATION REPAIR MATERI	40.44	20,000	12,439.03		
	212-5343-433	REPAIR OF MACHINERY	65.00	7,000	2,858.66		
	212-5344-316	TOOLS & EQUIPMENT	97.18	35,000	20,569.52		
	212-5344-318	VEHICLE PARTS	429.37	1,500	136.63		
	212-5344-319	MISCELLANEOUS SUPPLIES	193.75	19,500	14,375.26		
	212-5344-321	NATURAL GAS & ELECTRIC (AM	28,025.22	325,000	140,633.63		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	212-5344-366	PLANT MTCE & REPAIR MATERI	1,593.81	40,000		14,084.04	
	212-5344-433	REPAIR OF MACHINERY	3,610.15	85,000		55,207.13	
	212-5344-434	REPAIR OF VEHICLES	142.50	5,000		750.51	
	212-5344-460	OTHER PROPERTY MTCE SERVIC	393.29	25,000		5,434.97-	Y
	212-5344-532	TELEPHONE	467.39	6,000		1,913.79	
	212-5344-814	COPY MACHINE	79.26	1,000		377.83	
	212-5345-311	OFFICE SUPPLIES	182.31	5,500		2,263.92	
	212-5345-326	FUEL	1,937.84	40,000		5,507.05	
	212-5345-814	PRINT COPY MACHINE LEASE &	325.63	200		1,121.15-	Y
	212-5346-511	PLANNING & DESIGN SERVICES	140.00	1,000		279.15-	Y
	212-5732-817	DEBT SERVICE	17,621.53	35,243		0.06-	Y
	212-5733-817	DEBT SERVICE	301,728.24	603,456		0.48-	Y
	212-5760-817	DEBT SERVICES	98.71	1,500		1,401.29	
	213-5361-311	OFFICE SUPPLIES	1.49	1,000		724.13	
	213-5361-319	MISCELLANEOUS SUPPLIES	40.40	3,000		2,096.12	
	213-5361-321	NATURAL GAS & ELECTRIC	50.84	2,000		702.46	
	213-5361-410	UTILITY SERVICES	79.42	1,000		521.27	
	213-5361-432	REPAIR OF STRUCTURES	24.95	500		475.05	
	213-5361-433	REPAIR OF MACHINERY	190.80	2,000		520.62-	Y
	213-5361-532	TELEPHONE	113.57	2,500		1,244.01	
		TOTAL:	1,425,510.99				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110-110	CITY COUNCIL	150.00
110-120	CITY CLERK	3,826.33
110-130	CITY ADMINISTRATOR	28.24
110-160	LEGAL SERVICES	984.08
110-170	COMPUTER INFO SYSTEMS	931.62
110-190	COUNCIL CONTINGENCY	50.00
110-211	POLICE ADMINISTRATION	194,637.35
110-212	CRIMINAL INVESTIGATION	242.94
110-213	PATROL	2,088.76
110-217	CUSTODY OF PRISONERS	6.58
110-221	POLICE TRAINING	362.11
110-222	COMMUNICATION SERVICES	2,109.98
110-223	AUTOMOTIVE SERVICES	18,463.91
110-224	POLICE BUILDINGS	11,446.05
110-233	DUI ASSESSMENT EXPENDS	4,287.00
110-241	FIRE PROTECTION ADMIN.	247,050.96
110-261	CODE ENFORCEMENT ADMIN	764.94
110-310	PUBLIC WORKS ADMIN	189.19

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110-320	STREETS	66,374.56
110-326	STREET LIGHTING	16,052.23
110-338	REFUSE COLLECT & DISPOSAL	1,470.34
110-370	CONSTRUCTION INSPECTION	15.98
110-381	CUSTODIAL SERVICES	2,325.12
110-383	BURGESS OSBORNE	1,663.59
110-384	RAILROAD DEPOT	500.35
110-388	GARMENT FACTORY	17.90
110-421	COUNCIL ON AGING	4,412.07
110-511	PARK ADMINISTRATION	946.60
110-512	LAKE ADMINISTRATION	895.28
110-541	PETERSON PARK	4,246.39
110-542	LAWSON PARK	1,926.88
110-551	BOYS COMPLEX	282.92
110-552	GIRLS COMPLEX	447.80
110-553	JR FOOTBALL COMPLEX	883.70
110-555	KINZEL FIELD	93.13
110-556	T-BALL COMPLEX	156.93
110-561	EAST CAMPGROUND	334.90
110-562	WEST CAMPGROUND	610.88
110-563	MARINA AREA	406.75
110-564	BEACH AREA	79.21
110-651	ECONOMIC DEVELOPMENT	5,540.00
110-716	GENERAL OBLIGATION BONDS	73,419.62
110-752	KAL KAN WTR/SWR EXT	1,288.89
110-760	FISCAL AGENT'S FEE	383.86
110-912	INTRFND TRNSFRS - LIBRARY	93,183.05

110 TOTAL	GENERAL FUND	765,578.97
122-653	HOTEL TAX ADMINISTRATION	1,348.41

122 TOTAL	HOTEL TAX FUND	1,348.41
123-581	FESTIVAL ADMINISTRATION	107.00
123-584	BAGELFEST	22.45
123-586	LIGHTWORKS	2,705.08

123 TOTAL	FESTIVAL MGMT FUND	2,834.53
125-150	FINANCIAL ADMINISTRATION	206,378.82

125 TOTAL	INSURANCE & TORT JDGMNT	206,378.82
128-800	SHARED INCREMENT	23,025.25

128 TOTAL	MIDTOWN TIF FUND	23,025.25
130-385	CULTURE & RECREATION	45.00

130 TOTAL	CAPITAL PROJECT FUND	45.00
211	NON-DEPARTMENTAL	7,087.67

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
211-351	RESERVOIRS & WTR SOURCES	128.41
211-353	WATER TREATMENT PLANT	26,572.08
211-354	WATER DISTRIBUTION	14,480.97
211-355	ACCOUNTING & COLLECTION	2,499.47
211-356	ADMINISTRATIVE & GENERAL	2,680.84
211-760	FISCAL AGENTS FEE	614.18

211 TOTAL	WATER FUND	54,063.62
212	NON-DEPARTMENTAL	83.87
212-342	SEWER COLLECTION SYSTEM	12,604.19
212-343	SEWER LIFT STATIONS	1,980.68
212-344	WASTEWATER TREATMNT PLANT	35,031.92
212-345	ACCOUNTING & COLLECTION	2,445.78
212-346	ADMINISTRATIVE & GENERAL	140.00
212-732	1997 SEWR PLANT IEPA NOTE	17,621.53
212-733	IEPA INSTALLMENT LOANS	301,728.24
212-760	FISCAL AGENTS FEE	98.71

212 TOTAL	SEWER FUND	371,734.92
213-361	MAINTENANCE & OPERATIONS	501.47

213 TOTAL	CEMETERY FUND	501.47

	** TOTAL **	1,425,510.99

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: MFTEK

FUND : 121 MOTOR FUEL TAX FUND

DEPARTMENT: 321 STREETS

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-035154	MID-ILLINOIS CONCRETE	I-85334	121 5321-351	CONCRETE	: CURB & GUTTER	096798	693.00
DEPARTMENT 321 STREETS						TOTAL:	693.00
01-037100	NORTH AMERICAN SALT CO	I-70297681	121 5325-354	ICE REMOVAL C:	SALT	096799	7,458.68
DEPARTMENT 325 SNOW & ICE REMOVAL						TOTAL:	7,458.68
01-001467	COADY SUPPLY CO., INC.	I-95775	121 5328-358	PIPE	: COADY SUPPLY CO., IN	096797	2,659.56
01-001467	COADY SUPPLY CO., INC.	I-95790	121 5328-358	PIPE	: COADY SUPPLY CO., IN	096797	506.24
01-001467	COADY SUPPLY CO., INC.	I-95826	121 5328-358	PIPE	: COADY SUPPLY CO., IN	096797	1,428.00
DEPARTMENT 328 STORM DRAINAGE						TOTAL:	4,593.80
VENDOR SET 121 MOTOR FUEL TAX FUND						TOTAL:	12,745.48
REPORT GRAND TOTAL:							12,745.48

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2008-2009	121-5321-351	CONCRETE	693.00	9,000	2,773.27-	Y			
	121-5325-354	ICE REMOVAL CHEMICALS	7,458.68	13,000	1,812.22-	Y			
	121-5328-358	PIPE	4,593.80	7,500	1,821.56-	Y			
		TOTAL:	12,745.48						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
121-321	STREETS	693.00
121-325	SNOW & ICE REMOVAL	7,458.68
121-328	STORM DRAINAGE	4,593.80

121 TOTAL	MOTOR FUEL TAX FUND	12,745.48

	** TOTAL **	12,745.48

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: EHBK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002193	WILLIAM R. BASHAM	I-200901098719	221 4721-021	RETIREE CONTR:	REIMB DEPENDENT INSU	096634	91.79
DEPARTMENT							91.79
NON-DEPARTMENTAL							
TOTAL:							91.79
01-000222	CERIDIAN	I-331364550	221 5412-211	HEALTH PLAN A:	DEC 08 COBRA	096794	35.69
DEPARTMENT 412							35.69
HEALTH PLAN ADMIN							
TOTAL:							35.69
01-000236	PERSONAL CARE	I-200901138785	221 5413-211	MEDICAL CLAIM:	HEALTH CLAIMS 12/31/	000000	9,988.56
01-000236	PERSONAL CARE	I-200901138786	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	66,844.39
DEPARTMENT 413							76,832.95
MEDICAL CLAIMS							
TOTAL:							76,832.95
01-000236	PERSONAL CARE	I-200901138785	221 5414-211	RX CLAIMS	: HEALTH CLAIMS 12/31/	000000	18,820.86
01-000236	PERSONAL CARE	I-200901138786	221 5414-211	RX CLAIMS	: PERSONAL CARE	000000	9,580.37
DEPARTMENT 414							28,401.23
RX CLAIMS							
TOTAL:							28,401.23
01-001982	FORT DEARBORN LIFE INS	I-200901138778	221 5417-212	LIFE INSURANC:	LIFE INS 1/09	096796	2,423.26
DEPARTMENT 417							2,423.26
LIFE INSURANCE							
TOTAL:							2,423.26
01-000237	FLEXIBLE SPENDING CLEA	I-200901148835	221 5418-212	SECTION 125 B:	FSA FEE JAN 09	096795	96.00
DEPARTMENT 418							96.00
SECTION 125 PLAN							
TOTAL:							96.00
VENDOR SET 221							107,880.92
HEALTH INSURANCE FUND							
TOTAL:							107,880.92
REPORT GRAND TOTAL:							107,880.92

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2008-2009	221-4721-021	RETIREE CONTRIB*NON-EXPENS	91.79	220,000-	76,261.20-				
	221-5412-211	HEALTH PLAN ADMINISTRATION	35.69	162,500	70,599.95				
	221-5413-211	MEDICAL CLAIMS	76,832.95	1,150,000	28,106.82				
	221-5414-211	RX CLAIMS	28,401.23	464,500	162,945.24				
	221-5417-212	LIFE INSURANCE	2,423.26	32,500	12,802.97				
	221-5418-212	SECTION 125 BENEFIT PLAN A	96.00	1,000	232.00				
		TOTAL:	107,880.92						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221	NON-DEPARTMENTAL	91.79
221-412	HEALTH PLAN ADMIN	35.69
221-413	MEDICAL CLAIMS	76,832.95
221-414	RX CLAIMS	28,401.23
221-417	LIFE INSURANCE	2,423.26
221-418	SECTION 125 PLAN	96.00
221 TOTAL	HEALTH INSURANCE FUND	107,880.92
	** TOTAL **	107,880.92

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: DDBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 415 DENTAL CLAIMS

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

PAY DATE RANGE: 1/01/2009 THRU 1/15/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL	I-200901138770	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	1,228.81
01-000276	DELTA DENTAL	I-200901138794	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	3,645.76
DEPARTMENT 415 DENTAL CLAIMS						TOTAL:	4,874.57
VENDOR SET 221 HEALTH INSURANCE FUND						TOTAL:	4,874.57
REPORT GRAND TOTAL:							4,874.57

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2008-2009	221-5415-211	DENTAL CLAIMS	4,874.57	82,500	15,247.35				
		TOTAL:	4,874.57						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-415	DENTAL CLAIMS	4,874.57
221 TOTAL	HEALTH INSURANCE FUND	4,874.57
	** TOTAL **	4,874.57

NO ERRORS

Packet: 13660 - Refunds From Zone zz

G/L POSTING DATE: 1/09/2009

							-----DEPOSIT-----		
---ACCOUNT---	-----NAME-----	--DATE--	----TYPE----	-CK #-	----AMOUNT----	CODE	-RECEIPT--	---AMOUNT---	---MESSAGE---
03-14900-13	MCMILLAN, ROBERT M	1/09/09	FINAL BILL	96635	14.47CR	100	34069	60.00CR	
14-02200-06	STERLING, CHRISTEN V	1/09/09	FINAL BILL	96636	41.47CR	100	32308	60.00CR	
14-16610-09	ALLEN, SHANNON E	1/09/09	FINAL BILL	96637	58.64CR	100	33280	60.00CR	
21-01400-02	HOWARD, CHARLES& JANICE	1/09/09	FINAL BILL	96638	53.84CR	100	33852	60.00CR	
26-12000-05	METZGER, MARK E	1/09/09	FINAL BILL	96639	40.26CR	100	29960	60.00CR	
26-21900-09	BEESON, NATHAN T	1/09/09	FINAL BILL	96640	56.96CR	100	30731	60.00CR	
34-01900-07	TACHE, GEORGIA S	1/09/09	FINAL BILL	96641	13.07CR	100	33249	60.00CR	

										-----DEPOSIT-----
-----ACCOUNT-----	-----NAME-----	---DATE---	---TYPE---	-CK #-	-----AMOUNT-----	CODE	-RECEIPT--	---AMOUNT---	-----MESSAGE-----	
05-10310-11	HAYCRAFT, GLENDA J	1/09/09	DEMAND RETURN	96642	60.00CR	100	33634	60.00CR		

NEW BUSINESS:

City of Mattoon Council Decision Request

MEETING DATE: 01/20/09 CDR NO: 2009-930

SUBJECT: Accepting two quotes from Dean Drainage to replace two culverts on West Lake Paradise Road

SUBMITTAL DATE: 1/8/09

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR
COUNCIL AGENDA: Alan Gilmore
City Administrator _____
Date

EXHIBITS (If applicable): Aerial showing locations of the culvert replacements
Two quotes from Dean Drainage

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$13,167.40	BUDGETED: \$500.00	REQUIRED: \$12,667.40

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

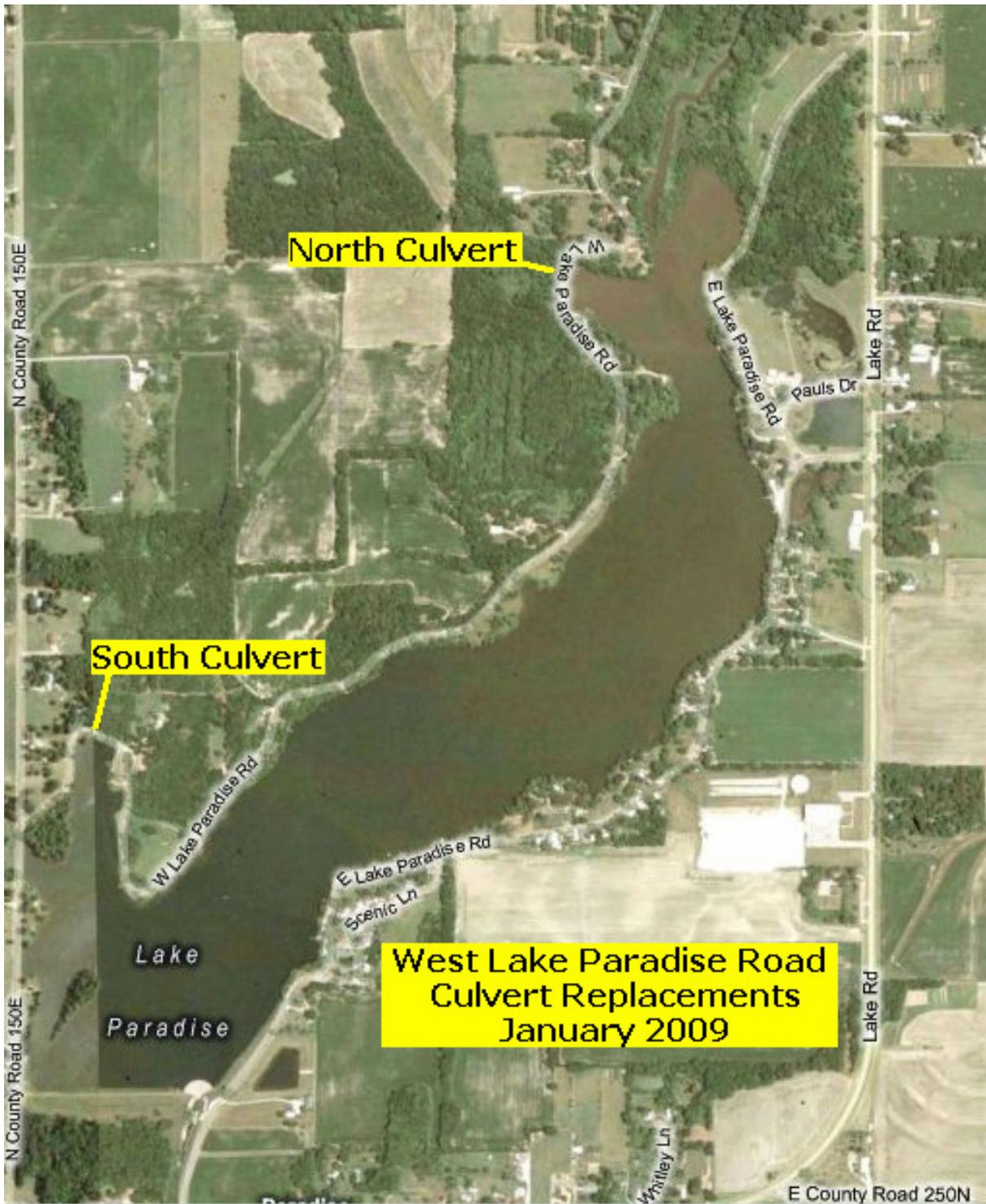
“I move to accept two quotes from Dean Drainage totaling \$13,167.40 for the replacement of two culverts on West Lake Paradise Road.”

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

There are two existing bridge structures on West Lake Paradise Road that do not meet IDOT standards and need to be replaced. We have closed the road at the north culvert which is created an inconvenience for the residents on the west side of the lake.

The city has requested quotes for their replacement from AJ Walker and Dean Drainage. Dean Drainage submitted the lower price for the work. (See attached quote.)

Approving this CDR will allow us to move forward with the replacement of these two structures. The line item the repairs will be paid out of is Reservoir and Sources of Supply-Other Property Maintenance Services (211-5351-460). There was only \$500 budgeted in this line item. There will be deficit spending in the line item of \$12,667.40.



Dean Drainage

3356 US Rte 45
Mattoon, IL 61938

Estimate

Date	Estimate #
1/6/2009	162

Name / Address
CITY OF MATTOON c/o Dan McClain P.O. BOX 99 MATTOON, IL 61938

			Project
Description	Qty	Cost	Total
48" Corrugated Metal Pipe Aluminized	52	65.95	3,429.40
EXCAVATOR WORK Removing old concrete & installing pipe	1	3,500.00	3,500.00
LABOR WORK Install Pipe	1	500.00	500.00
Materials & Labor to Replace North Bridge w/ 48" Culvert City to provide Backfill material and Old Concrete to be placed nearby			
Total			\$7,429.40

Quote for replacement of the north culvert - \$7,429.40

Customer Signature _____

Dean Drainage

3356 US Rte 45
Mattoon, IL 61938

Estimate

Date	Estimate #
1/6/2009	163

Name / Address
CITY OF MATTOON c/o Dan McClain P.O. BOX 99 MATTOON, IL 61938

			Project
Description	Qty	Cost	Total
48" Corrugated Metal Pipe Aluminized	40	65.95	2,638.00
EXCAVATOR WORK Removing old concrete & installing pipe	1	2,650.00	2,650.00
LABOR WORK to Install Pipe	1	450.00	450.00
Materials & Labor to Replace South Bridge w/ 48" Culvert City to provide Backfill material and Old Concrete to be placed nearby			
Total			\$5,738.00

Quote for replacement of the south culvert - \$5,738.00.

Customer Signature _____

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2009-2764

A RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S RETROFIT PROGRAM, RET-50024.

WHEREAS, the Illinois Housing Development Authority (the "Authority"), has agreed to allocate funds (the "Grant") to the City of Mattoon (the "Sub-Grantee") to make grants to certain households for the installation of energy efficiency measures under the Authority's Low Income Energy Efficient Residential Retrofit Program (the "Program"), and the Sub-Grantee will administer the funds allocated pursuant to such Grant, and the Sub-Grantee's execution of certain documents, including but not limited to the Grant Agreement (the "Agreement"), is required in connection with the Grant.

THEREFORE BE IT RESOLVED, that the Sub-Grantee shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sub-Grantee, which shall be used by the Sub-Grantee to lend funds to eligible households for the installation of energy efficiency measures in single family owner-occupied homes, all in accordance with the terms and conditions as set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Sub-Grantee, and the City Clerk of the Sub-Grantee, are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sub-Grantee the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sub-Grantee to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Mayor and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the Sub-Grantee hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

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

AYES (Names): _____

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

Approved this _____ day of _____, 2009.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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



2008

Low Income Energy Efficient Retrofit Program Summary

for

Coles County Regional Planning & Development Commission •
City of Charleston, IL • City of Mattoon, IL

Completed by Rob Farmer, Community Program Assistant
30-December-2008



Low Income Energy Efficient Retrofit Program Summary (2008)

Section I • General Information

- Purpose:
 - The purpose of the Low Income Energy Efficient Retrofit Program is to provide low-income single family homes with energy efficient enhancements such as energy efficient lighting and appliances
- Background
 - In December 2008, the Illinois Department of Commerce and Economic Opportunity (DCEO), in partnership with Illinois Housing Development Authority (IHDA), allocated *Three Thousand One Hundred Twenty Five* dollars (\$3,125) to each of the Cities of Charleston and Mattoon. These funds will supplement the Charleston's and Mattoon's ongoing HOME SFOOR annual Housing Rehabilitation Programs with energy efficient enhancements. This program will be administered by Coles County Regional Planning & Development Commission (CCRP&DC).
 - The Cities will provide grant funding to the 2008 HOME SFOOR Participants, to replace "out-dated" and inefficient appliances with new, highly-efficient, "energy-star" appliances.



Section II • Grant Eligibility Criteria

➤ Eligibility

- Eligibility is limited to customers that receive electric services from either AmerenCIPS or ComED. For Coles County specifically, the program participant must be a resident of the municipality (Mattoon or Charleston) and be within the AmerenCIPS service area.
- This program is open to low income home improvement program applicants to fund projects that meet the following requirements:

- Results in the installation of energy efficiency in existing residential buildings
- Target households are at or below 150% of the poverty level (See Table)
- Have not applied for or received funding for the same energy efficient "measures" through any other programs offered by DCEO or AmerenCIPS

Persons in Family or Household	150% Poverty Level
1	\$15,600
2	\$21,000
3	\$26,400
4	\$31,800
5	\$37,200
6	\$42,600
7	\$48,000
8	\$53,400
For each additional person, add	\$5,400

➤ Eligible Measures

- Eligible measures (i.e. appliances, lighting, etc.) and grant amounts differ and are based upon the applicants existing program and objectives. In the case of IDHA, programs have a primary objective of low income home improvement.

- Home Improvement Programs
 - DCEO, through IHDA, will provide grants to applicants that provide low income home improvements to cover 100% of the following electric saving measures, ***if proposed in the low income home improvement scope:***



- **Energy Star** rated refrigerators
- **Energy Star** Advanced Lighting Package
- **Energy Star** rated bathroom exhaust fans
- **Energy Star** rated dishwashers

Low Income Energy Efficient Retrofit Program Summary (2008)

- If Air Conditioning is included within the low income project scope, DCEO (through IHDA) will provide funding to cover the **incremental** cost to upgrade to the following standards.
 - Central Air
 - SEER 14 with programmable thermostat
 - Seasonal Energy Efficiency Ratio (SEER) is a measurement of how efficiently a cooling system will operate over an entire season. *(The higher the number the better)*
 - Window Units:
 - Must be Energy Star Rated 
 - A furnace replacement, DCEO (through IHDA) will provide grants to cover the **incremental** cost to upgrade to 90% AFUE furnaces w/ electronically commutated motor or equivalent advanced handlers.
 - Annual Fuel Utilization Efficiency (AFUE) is the season long, average efficiency of a furnace.

➤ Grant Amounts

- Maximum grant amounts by measure for programs, assisting low income home improvement, are indicated in the table below.

Electric Saving Measure	Grant Amount
ENERGY STAR rated refrigerator	\$500 ²
ENERGY STAR Advanced Lighting Package	\$300 ²
ENERGY STAR rated bathroom exhaust fan	\$200 ²
ENERGY STAR rated dishwasher	\$250 ²
SEER 14 central air conditioner w/ programmable thermostat	\$500 ³
ENERGY STAR rated room air conditioner	\$75 ³
90% AFUE furnace with electronically commutated motor or equivalent advanced air handler	\$200 ³
Reduce required tonnage as a result of thermal envelope improvements ⁴	\$1,500 ⁵

² - total cost of measure

³ - incremental cost

⁴ - air sealing, attic, sidewall and foundation insulation

⁵ - estimated grant



Low Income Energy Efficient Retrofit Program Summary (2008)

- Ineligible Expenditures
 - Grant funds **cannot** be used for the following
 - Garages
 - Administrative Office
 - Commercial Space
 - Purchase of Property
 - Funding of Operating Expenses
 - Grant Recipient Personal Expenses
 - Additional architectural and/or engineering services (may be required to meet guidelines) are not eligible.

Section III • General Program Information

- Getting Started – Local Grantees Need to Review and Sign Grant Agreement
 - The grant agreement specifies the conditions of payment and the payment schedule
 - Disbursement of funds for Grant **only** upon IHDA's receipt of:
 - Certificate of Income for the Household
 - Bank Wiring Instructions
 - Pay Out Summary
 - Reservation Form
 - Invoices
 - Corporate Resolution(s)
 - Local Grantee must sign an Organizational Affidavit stating that no changes have occurred to the Local Grantee's Articles of Incorporation, By-Laws, Certificate of Good Standing, Certificate of Incumbency, and Organizational Structure
 - Any and all other documents and showings reasonably requested by IDHA or its counsel.

Low Income Energy Efficient Retrofit Program Summary (2008)

- Grant Reporting/Monitoring - The Local Grantee will be required to:
 - Submit Quarterly progress reports to include:
 - Grant Expenditure per project
 - Energy efficiency measures funded by project
 - Total grant expenditures provided during the quarter
 - Total number of each energy efficiency measure funded during the quarter
 - Addresses of funded projects
 - Addresses of projects completed during that project
 - Number of owners/occupants that are at or below 150% of the poverty level
 - Documentation that projects meet the electric provider requirement in the above "Section II"
 - Monitoring:
 - The Local Grantees are responsible for ensuring that the funded measures (i.e. appliances, lighting, etc.) are:
 - Meeting the program requirements
 - Properly installed
 - Local Grantees must:
 - Assist with energy consumption analysis for up to three years following the project completion
 - Have "Fuel Bill Release" forms signed by program participants
 - These forms must be submitted to the program manager along with the quarterly reports



Low Income Energy Efficient Retrofit Program Summary (2008)

- Reserving Local Grantee Funds for Payout: Step-by-Step "Fund Reservation"/Payout Process
 1. Email "Reservation Form" to IHDA (Jody Paley at jpaley@ihda.org)
 2. Receive confirmation and approval of reserved funds via email
 - a. (within 5-7 business days)
 - b. Approval will contain:
 - i. "Deadline Date" for payout request
 - If deadline isn't met, a new reservation form must be submitted
 - ii. Amount Approved
 3. Send Payout Request
 - a. All payout requests MUST BE SUBMITTED NO LATER THAN May 15th, 2009. IHDA funds are available to individual qualifying households on a "first come first serve basis" *regardless of what local agency refers them*. No phone calls or faxes will be accepted for fund reservations.



**Low Income Energy Efficient Retrofit Program
RESERVATION FORM**

Instructions:

Complete this form and submit via e-mail to jpaley@ihda.org. Once the Reservation Form has been received by IHDA, confirmation and approval of reserved funds will be e-mailed back to sponsor within 5-7 business days with amount approved and "Deadline Date" that payout requests must be received by IHDA. If payout request package is not received by "Deadline Date", reservation will automatically be cancelled. If cancelled, Sponsor must resubmit Reservation Form and obtain confirmation, new activity number and revised deadline date.

All payout requests must be submitted no later than **May 15, 2009**. Funds are available on a first-come, first served basis only.

No phone calls or faxes will be accepted for reservations.

DATE: _____ Program Number: _____

Organization Information

Sponsor Name: _____ Phone Number: _____

Contact Name: _____ e-mail: _____

Homeowner Information

Name(s) of Homeowner: _____

Address: _____ State: IL Zip Code: _____

Utility Company (Please check one): _____ Com Ed _____ Ameren

Income Certification

Annual Income: _____ Size of Household: _____

Maximum Income Limit: _____

Energy Measure / Maximum allowed

Amount Requested

Energy Star rated refrigerator /
\$500

\$ _____

Energy Star advanced lighting
package / \$300

\$ _____

Energy Star rated bathroom
exhaust fan / \$200

\$ _____

Energy Star rated dishwasher /
\$250

\$ _____

Seer 14 central air conditioner
with programmable thermostat /
\$500

\$ _____

Energy Star rated room air
conditioner / \$75

\$ _____

90% AFUE furnace with
electronically commutated motor
or equivalent advanced air
handler / \$200

\$ _____

Reduced required tonnage as a
result of thermal envelope
improvements /\$1,500

\$ _____

Compact Fluorescent bulbs/ \$45

\$ _____

Total Amount of Request:

\$ _____

FOR OFFICIAL USE ONLY:

Date Received: _____

Amount Approved \$ _____

Reservation Start Date: _____

Activity Number: _____

Reservation Deadline Date: _____

Authorized Signature: _____

Notes:

GRANT AGREEMENT

This **GRANT AGREEMENT** (this "Agreement"), made and entered into as of the 15th day of December, 2008, by and between the **CITY OF MATTOON**, an Illinois unit of local government ("Sub-Grantee"), and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** ("IHDA"), a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act").

RECITALS:

WHEREAS, IHDA is the program administrator of the Illinois Affordable Housing Program (the "Program") authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.* (the "Housing Act"), and the rules promulgated thereunder (the "Rules"), both as amended and supplemented from time to time; all capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Housing Act or, if not so established, in the Rules; and

WHEREAS, pursuant to the Public Utilities Act, the Department of Commerce and Economic Opportunity (the "DCEO") has granted funds (the "Funds") to IHDA for the implementation of cost-effective energy efficiency measures (the "Energy Efficiency Measures"); and

WHEREAS, IHDA has agreed to provide Funds to Sub-Grantees to make grants (each, an "Energy Efficient Grant") to certain households (the "Homeowners") who qualify as Income Eligible Households (as defined in **Paragraph 9** hereof) for the installation of Energy Efficiency Measures in single family owner-occupied homes (collectively, the "Homes") located throughout the State of Illinois (the "Project"); and

WHEREAS, as an inducement to IHDA to provide the Funds, Sub-Grantee agrees to enter into this Agreement and consents to be regulated and restricted by IHDA as provided in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement.
2. **Housing Act and Regulations.** Sub-Grantee agrees and covenants that at all times its acts regarding the Project shall conform with the Housing Act, the Housing Act Rules and the applicable provisions of the Housing Act and the Housing Act Rules.
3. **Additional Covenants.** The Sub-Grantee further agrees that:

a. Sub-Grantee shall use the Funds to make Energy Efficient Grants to Income Eligible Households approved by the Sub-Grantee to participate in the Project.

b. All of the Energy Efficient Grants shall be made to Homeowners who qualify as of the date of making an Energy Efficient Grant as Income Eligible Households. The proceeds of the Energy Efficient Grants shall be used for energy efficient measures assistance for the Homes.

c. The Sub-Grantee shall obtain a certificate of income (the "Certificate of Income") in the form attached to this Agreement as **Exhibit A** from each Household applying to participate in the Project prior to the making of an Energy Efficient Grant to such Household. In the manner prescribed by IHDA, the Sub-Grantee shall obtain written evidence substantiating the information given on each Certificate of Income and shall retain such evidence in its files for three (3) years after the year to which such evidence pertains. At the end of each calendar year, Sub-Grantee shall certify to IHDA that, at the time of such certification and during the preceding calendar year, that Sub-Grantee was in compliance with the requirements of this Agreement. If the Sub-Grantee is not or has not been in compliance with such requirements, then the Sub-Grantee shall give notice to IHDA of their failure to comply and shall describe the corrective action the Sub-Grantee is taking or have taken.

d. The Sub-Grantee will monitor the energy efficient measures of each Home (the "Work") to ensure that it is in conformity with applicable federal, State of Illinois and local statutes, regulations, ordinances, standards and codes, and with all applicable standards of the Sub-Grantee. The Sub-Grantee will (i) provide copies of all monitoring reports of the Work to IHDA; (ii) upon completion of the Work for each Home, provide a report describing the Work and the cost of each component of the Work; and (iii) have the Homeowner participants sign a Utility Bill Release form as set forth in **Exhibit B** with quarterly reports (collectively, the "Monitoring Documents").

e. Sub-Grantee agrees to assist with an energy savings and fuel consumption analysis for up to three years following the implementation of the Projects.

4. Disbursement of Funds.

a. Disbursement of Funds. IHDA shall disburse the funds for an Energy Efficient Grant only upon Sub-Grantee's delivery to IHDA of the following documents, acceptable to IHDA in its sole discretion;

i. The Certificate of Income for the Household, and such other documentation as IHDA may require to support the income determination for the Household;

ii. Bank Wiring Instructions set forth in **Exhibit C**;

- iii. Pay Out Request Summary set forth in **Exhibit D**;
- iv. Reservation Form set forth in **Exhibit E**;
- v. Invoices;
- vi. Corporate resolution(s) of the Sub-Grantee authorizing the Project and the execution of the Grant Agreement, certified by an officer of the Sub-Grantee;
- vii. Sub-Grantee shall sign an Organizational Affidavit stating that no changes have occurred to the Sub-Grantee's Articles of Incorporation, By-Laws, Certificate of Good Standing, Certificate of Incumbency, and organizational structure; and
- viii. Any and all other documents and showings reasonably requested by IHDA or its counsel.

Within five (5) business days from receipt of these documents, IHDA shall approve or reject the request for disbursement. If approved, IHDA shall notify the Sub-Grantee and shall disburse funds to the Sub-Grantee for the Energy Efficient Grant after request for reimbursement is received. If rejected, IHDA shall give its reasons for such rejection in writing. The Sub-Grantee shall have fifteen (15) days from the date of receipt of the rejection to cure any defects in the documents submitted.

Upon the approval of each disbursement request, IHDA shall transfer the requested Funds directly to a single purpose bank account (the "Bank Account") established at a bank or other financial institution ("Bank") selected by the Sub-Grantee and reasonably acceptable to IHDA. Sub-Grantee shall provide evidence of the Bank Account to IHDA in the form set forth on **Exhibit C** attached to and made a part of this Agreement. Sub-Grantee shall be responsible for the management of the Bank Account, and shall cause the Bank to provide IHDA with copies of the monthly statements of the Bank Account. Any fees and costs charged or incurred by the Bank in connection with the Bank Account shall be paid by Sub-Grantee. Sub-Grantee shall disburse funds from the Bank Account in accordance with Sub-Grantee's approved funding disbursement schedule.

5. Limitations on Energy Efficient Grants. IHDA has been granted Funds to disburse among Sub-Grantees for the installation of Energy Efficiency Measures in the Homes of qualified Income Eligible Households. After approval, Funds shall be issued to Sub-Grantees in accordance to the order of the dates Sub-Grantees submit their payout requests. The dollar amount for each Energy Efficiency Measure is fixed by the DCEO, as set forth in **Exhibit F**. The current Income Guidelines is attached to this Agreement as **Exhibit G**. IHDA shall allocate no more than One Hundred Forty-Nine Thousand Nine Hundred Six and 25/100 Dollars (\$149,906.25) within the Ameren Utilities electric service territory.

6. **Additional Duties.** In addition to the other duties of Sub-Grantee set forth in this Agreement, Sub-Grantee shall comply with the following:

a. **Audit.** The Project and the books, contracts, records, documents and other papers relating to it, and to each Home in the Project, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by IHDA or its agent or representative at any time as IHDA reasonably requires.

b. **Financial Reports.** Within sixty (60) days following the end of each calendar year, Sub-Grantee shall furnish IHDA with a complete annual report for the Project based upon an examination of the books and records of the Project, prepared in accordance with the requirements of IHDA.

7. **Non-Discrimination.**

a. Sub-Grantee shall not, in the selection of Households for participation in the Project, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the prospective Household is receiving governmental rental assistance.

b. Sub-Grantee shall comply with all of the provisions of federal, state and local law relative to non-discrimination.

8. **Violation of Agreement.** Upon learning of a violation of any of the provisions of this Agreement by Sub-Grantee, IHDA may give notice of such violation to the Sub-Grantee, as provided in **Paragraph 18** hereof. If such violation is not corrected to the satisfaction of IHDA within thirty (30) days notice, or within such further time as IHDA in its sole discretion permits, IHDA may declare a default under this Agreement, effective upon notice to Sub-Grantee, and upon such default IHDA may:

a. Recover the disbursed funds, or such portion of the disbursed funds as are, in the sole judgment of IHDA, related to the violation of this Agreement;

b. Terminate further disbursement of proceeds of the Grant;

c. Terminate this Agreement; and

d. Exercise such other rights or remedies as may be available to IHDA under this Agreement, at law or in equity.

No waiver by IHDA of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by IHDA of any right under this Agreement shall operate as a

waiver of such right or any other right. IHDA's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of IHDA's other remedies.

9. **Definitions.** As used in this Agreement, the following terms shall have the following meaning:

a. "Household" means a single person, family or unrelated persons living together who own and occupy a Home in the Project.

b. "Income Eligible Household" means a Household whose annualized adjusted income does not exceed 150% of the poverty level based on household size.

10. **Drug Free Workplace.** Sub-Grantee agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). This requirement is a condition to funding. Sub-Grantee's Drug Free Workplace Certificate attached to this Agreement as **Exhibit H** is made a part of this Agreement.

11. **Additional Certifications, Discrimination and Records.**

a. Sub-Grantee certifies that they have not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct.

b. Sub-Grantee agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*).

c. Sub-Grantee shall maintain, for a period of not less than three (3) years after the Termination Date (as defined in **Paragraph 12** hereof), adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all funds disbursed in conjunction with this Agreement. Sub-Grantee shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor General of the State of Illinois or his designated representatives (the "Auditor General"). Sub-Grantee shall cooperate fully with any audit conducted by the Auditor General and shall permit the Auditor General full access to all relevant materials. Sub-Grantee further agrees that the failure of Sub-Grantee to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State of Illinois and IHDA for the recovery of any funds paid by the State of Illinois or IHDA under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

d. Sub-Grantee certifies that they will at all times, in the performance of this Agreement, comply with all applicable federal, state and local laws and regulations.

e. Sub-Grantee certifies that neither they nor their officers and employees will engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

f. Sub-Grantee certifies that neither they nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

g. Sub-Grantee certifies that they have a written sexual harassment policy which includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State of Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) Sub-Grantee's internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (vi) directions on how to contact the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Human Rights Act. A written copy of the policy shall be provided to IHDA upon request.

h. Sub-Grantee certifies that it is an Illinois unit of local government and its correct Federal Taxpayer Identification Number is provided below.

i. Sub-Grantee agrees to notify IHDA's Ethics Officer if Sub-Grantee solicits or intends to solicit for employment any of IHDA's employees during any part of the procurement process or during the term of this Agreement.

j. Sub-Grantee certifies that they have not been convicted of a felony.

k. Sub-Grantee certifies that it has not and agrees that it shall not pay any dues or fees on behalf of its employees or agents or may subsidize or otherwise reimburse them for payments of their dues or fees to any discriminatory club. "Discriminatory club" means a membership club, organization, association, or society, or the premises thereof, which practices discrimination in its membership policy or in access to its services and facilities, except any facility, as to discrimination based on sex, which is distinctly private in nature such as restrooms, shower rooms, bath houses, health clubs and other similar facilities for which the Illinois Department of Human Rights, in its rules and regulations, may grant exemptions based on bona fide considerations of public policy.

12. Effective Date and Termination. This Agreement shall become effective on December 15, 2008 (the "Effective Date") and shall terminate on May 31, 2009 (the "Termination Date"). No Energy Efficient Grant shall be made after the Termination Date.

13. Amendment of Agreement. This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

14. **Partial Invalidity.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

15. **Binding on Successors.** This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Sub-Grantee may not assign this Agreement, its right to the Grant proceeds or any of its obligations under this Agreement without the prior written approval of IHDA.

16. **Gender.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

17. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

18. **Notices.** Notices under this Agreement shall be given as provided in **Exhibit I** attached to and made a part hereof.

19. **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

IHDA:

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: DeShana L. Forney
DeShana L. Forney, Executive Director

SUB-GRANTEE:

CITY OF MATTOON

By: _____
Its _____
FEIN/Tax ID# _____

Exhibits:

- A: Certificate of Income
- B: Utility Release Form
- C: Bank Account Letter/Wiring Instructions
- D: Pay-Out Request Summary
- E: Reservation Form
- F: Maximum Fixed Dollar Amounts
- G: Current Income Guidelines
- H: Drug-Free Work Place Certificate
- I: Notice of Provisions

EXHIBIT A

CERTIFICATION OF INCOME

This form is to be submitted to the Illinois Housing Development Authority's Single Family Program Department.

Program Sub-Grantee and Address: City of Mattoon, 208 N. 19th Street, Mattoon, IL 61938

Program Name: Low Income Energy Efficient Retrofit Program (RET-50025)

Household: _____

Address of Property: _____, _____, Illinois

Closing Date: _____

The undersigned certifies that:

1. This Certification of Income is being delivered in connection with the undersigned's application for funds from the above referenced program.
2. The following individuals will occupy the unit:

<u>Occupant</u>	<u>Relationship</u>	<u>Age</u>
a. _____	Head of Household	____
b. _____	_____	____
c. _____	_____	____
d. _____	_____	____
e. _____	_____	____
f. _____	_____	____

3. The total annual household income as of the closing date listed above is: \$ _____

I certify that the information above is true and complete to the best of my knowledge on the date set forth below. If this Certification of Income is executed more than ninety (90) days prior to the closing date, I agree to update and recertify the accuracy of the information provided in this Certificate of Income within ninety (90) days of the closing date.

Applicant

Date: _____

Received by: _____
Program Administrator

Date: _____

EXHIBIT B

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
Low Income Energy Efficient Residential Retrofit Program

UTILITY BILL RELEASE FORM - Ameren

This form authorizes **Ameren** and the natural gas supplier to release electric and gas consumption records for the person listed below to representatives of Domus PLUS and the Illinois Department of Commerce and Economic Opportunity (DCEO). The utility bill records are being examined by Domus PLUS for the for the purpose of estimating energy savings and fuel consumption for participants in the *Low Income Energy Efficient Residential Retrofit program*. These records will be used solely for the purpose stated above and will remain confidential.

NAME: _____

ADDRESS: _____

ELECTRIC ACCOUNT NUMBER: _____

NATURAL GAS SUPPLIER: _____

GAS ACCOUNT NUMBER: _____

SIGNATURE: _____

DATE: _____

Forward to:

Mr. Paul Knight
Domus PLUS
408 N. Grove
Oak Park, IL 60302

EXHIBIT C

INSTITUTION LETTERHEAD

TO: Illinois Housing Development Authority

FROM: (escrow agent's or bank officer's name)

RE: Low Income Energy Efficient Retrofit Program
City of Mattoon (RET-50025)

City of Mattoon has established a dedicated single purpose bank account with (bank name) for the above-mentioned project.

To wire transfer funds to (escrowee or financial institution):

Wire to:

(bank name) (account #)
Institution name
Full Address:
City, State, Zip

Credit to:

(bank name) (account #)
Institution name
Full Address:
City, State, Zip
Trust/Escrow Account
Escrow #

(bank name) agrees to provide copies of the monthly statements of the Bank Account to:

Illinois Housing Development Authority
Attn: Accounting Department
401 North Michigan Avenue, Suite 700
Chicago, IL 60611

signature
(escrow agent's or bank officer's name)
(title or official capacity)

EXHIBIT D

PAY-OUT REQUEST SUMMARY

Low Income Energy Efficient Residential Retrofit Program

Please complete and attach the following information as an accompaniment to each pay-out request your organization submits for its Retrofit Program.

SPONSOR & PROGRAM INFORMATION

Sponsor Name: _____ Retrofit Program #: _____
Contact Person: _____ Telephone #: _____

INDIVIDUAL HOMEOWNER PROJECT

Owner's Last Name: _____ Activity Project #: _____
House Address: _____ City: _____
Utility Company: _____ County: _____

Energy Savings Measure	Energy Measures Cost	Owner Contribution	Other Contribution	Total Cost
------------------------	----------------------	--------------------	--------------------	------------

Energy Star refrigerator

Energy Star advanced lighting package

Energy Star bathroom exhaust fan

Energy Star dishwasher

Seer 14 central air conditioner

Energy Star room air conditioner

90% AFUE furnace

Thermal envelope improvements

Fluorescent bulbs

Total Request: \$0.00

CERTIFICATION

The undersigned certifies that the information contained herein is true and accurate, that this request for payment has been drawn in accordance with the terms and conditions of the Low Income Energy Efficient Retrofit Program and the IHDA Grant Agreement, and that the amount of this Retrofit Program Pay-Out is not in excess of current project needs.

Authorized Sponsor Signature

Date

Printed Name & Title of Signee

Form Preparer's Name & Telephone Number

EXHIBIT E

RESERVATION FORM

Instructions:

Complete this form and submit via e-mail to jpaley@ihda.org. Once the Reservation Form has been received by IHDA, confirmation and approval of reserved funds will be e-mailed back to Sub-Grantee within 5-7 business days with amount approved and "Deadline Date" that payout requests must be received by IHDA. If payout request package is not received by "Deadline Date", reservation will automatically be cancelled. If cancelled, Sub-Grantee must resubmit Reservation Form and obtain confirmation, new activity number and revised deadline date.

All payout requests must be submitted no later than **May 15, 2009**. Funds are available on a first-come, first served basis only.

No phone calls or faxes will be accepted for reservations.

DATE: _____

Program Number: _____

Organization Information

Sub-Grantee Name: _____

Phone Number: _____

Contact Name: _____

e-mail: _____

Homeowner Information

Name(s) of Homeowner: _____

Address: _____ State: IL Zip Code: _____

Utility Company (Please check one): _____ Com Ed _____ Ameren

Income Certification

Annual Income: _____ Size of Household: _____

Maximum Income Limit: _____

Energy Measure / Maximum allowed

Amount Requested

Energy Star rated refrigerator / \$500 \$ _____

Energy Star advanced lighting package / \$300 \$ _____

Energy Star rated bathroom exhaust fan / \$200 \$ _____

Energy Star rated dishwasher / \$250 \$ _____

Seer 14 central air conditioner with programmable thermostat / \$500 \$ _____

Energy Star rated room air conditioner / \$75 \$ _____

90% AFUE furnace with electronically commutated motor or equivalent advanced air handler / \$75 \$ _____

Reduced required tonnage as a result of thermal envelope improvements / \$1,500 \$ _____

Compact Fluorescent bulbs/ \$45 \$ _____

Total Amount of Request: \$ _____

FOR OFFICIAL USE ONLY

Date Received: _____ *Amount Approved \$* _____

Reservation Start Date: _____ *Activity Number:* _____

Reservation Deadline Date: _____

Authorized Signature: _____

Notes:

EXHIBIT F

**MAXIMUM DOLLAR AMOUNTS FIXED BY
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

Energy Saving Measures

Maximum Per Item Cost

Energy Star Refrigerator	\$500.00
Energy Star Advanced Lighting Package	\$300.00
Energy Star Rated Bathroom Exhaust Fan	\$200.00
Energy Star Rated Dishwasher	\$250.00
Seer 14 Central Air Conditioner	\$500.00
Energy Star Rated Room Air Conditioner	\$75.00
90% AFUE Furnace	\$200.00
Thermal Envelope Improvements	\$1,500.00
Installation of Fluorescent Bulbs	\$45.00
Maximum Administration Allocation	N/A

EXHIBIT G

CURRENT INCOME GUIDELINES

Persons in Family or Household	150% Poverty Level
1	\$15,600
2	\$21,000
3	\$26,400
4	\$31,800
5	\$37,200
6	\$42,600
7	\$48,000
8	\$53,400
For each additional person, add	\$ 5,400

EXHIBIT H

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:
 - A. abide by the terms of the statement; and
 - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF MATTOON

Signature of Authorized Representative

Printed Name and Title

Date

EXHIBIT I

NOTICE PROVISIONS

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this document shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to IHDA:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: Assistant to the Executive Director for Single Family Programs

with a copy to:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: General Counsel

If to Sub-Grantee:

City of Mattoon
208 N. 19th Street
Mattoon, IL 61938
Attn: Mayor David Cline

Such addresses may be changed by notice to the other party given in the same manner as provided in this Exhibit. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2009 - 2765

A RESOLUTION CONCERNING A DANGEROUS BUILDING

WHEREAS, it is the desire of the City Council for the City of Mattoon , Coles County, Illinois, to remove unsafe and unsightly buildings or to require the owners to repair them; and,

WHEREAS, the building located at 612 Wabash Avenue, Mattoon, Illinois has deteriorated to the point that it is in and unreasonably dangerous and unsafe condition.

NOW THEREFORE BE IT RESOLVED, by the City Council for the City of Mattoon, Coles County, Illinois, that

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

Section 2. The building located at 612 Wabash Avenue is dangerous and should be condemned.

Section 3. The City Attorney & Treasurer and Community Development Coordinator hereby are instructed to take whatever steps necessary to demolish or cause to be repaired the building at 612 Wabash Avenue, Mattoon, including bringing an appropriate lawsuit in the Coles County Circuit Court against the owners compelling the repair and/or demolition thereof.

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

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

TONY SPARKS
90 BROADWAY AVENUE
P.O. Box 667
MATTOON, ILLINOIS 61938
(217) 234-2606
(217) 234-2611 FAX
ras2606@consolidated.net

October 24, 2009

Mattoon Tourism Committee
Mattoon City Hall
208 N 19th St
Mattoon, IL 61938

Dear Committee:

Mattoon Pride Softball plans to host five softball tournaments again in 2009. The tournament schedule is:

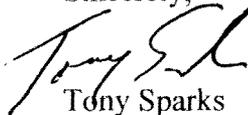
ASA Season Opener	April 4-5
NJCAA Region 24 Softball Tournament	May 7-9
Mattoon Pride Memorial Day Classic	May 23-24
Mattoon NSA World Series Qualifier	June 5-7
Mattoon Bagelfest Tournament	July 17-19

We have seen a steady increase in the number of teams that participate in our tournaments and anticipate this trend will continue in 2009. The improvements made to the Girls' Roundhouse Softball complex contribute to the quality of our tournaments. This facility, together with our experienced tournament directors, allows us to host quality tournaments that attract highly competitive teams from across the State.

On behalf of Mattoon Pride Softball, I respectfully request the committee's continued support. It is our understanding that the committee is considering a change in the way it will fund Field Preparation Expenses. Our request of \$23,000 includes a line item for Field Preparation Expenses of \$6,000. Our request net of Field Preparation Expenses is \$17,000. This contribution will go a long way to ensure a successful effort on our part.

Thank you for your consideration. If you have any questions, please feel free to call.

Sincerely,


Tony Sparks

**MATTOON PRIDE
TOURNAMENTS 2009
BUDGET**

	ASA Season Opener	ASA Memorial Day	NSA	BAGELFEST	NCJAA	TOTAL
REVENUE						
Entry Fees	\$1,500.00	\$2,500.00	\$14,000.00	\$15,000.00		\$33,000.00
Registration Fees						0.00
T-Shirts (net)			1,000.00	1,500.00		2,500.00
Concessions (net)	400.00	1,200.00	1,600.00	1,700.00	300	5,200.00
Mattoon Tourism	5,000.00	5,000.00	5,000.00	5,000.00	3000	23,000.00
Vendors			200.00	300.00		500.00
						0.00
TOTAL REVENUE:	<u>\$6,900.00</u>	<u>\$8,700.00</u>	<u>\$21,800.00</u>	<u>\$23,500.00</u>	<u>\$3,300.00</u>	<u>\$64,200.00</u>
EXPENSES:						
Umpire Fees/Expenses	1,500.00	3,000.00	8,000.00	11,000.00		23,500.00
Trophies/Awards	400.00	400.00	1,200.00	2,000.00		4,000.00
Balls	400.00	400.00	500.00	500.00		1,800.00
Field Preparation Expense	1,200.00	1,200.00	1,200.00	1,200.00	1200	6,000.00
Insurance	400.00	400.00	400.00	400.00		1,600.00
Registration Fees						0.00
Postage						0.00
Contingency/other	100.00	100.00	150.00	150.00	500	1,000.00
						0.00
						0.00
TOTAL EXPENSES:	<u>\$4,000.00</u>	<u>\$5,500.00</u>	<u>\$11,450.00</u>	<u>\$15,250.00</u>	<u>\$1,700.00</u>	<u>\$37,900.00</u>
NET INCOME:	<u><u>\$2,900.00</u></u>	<u><u>\$3,200.00</u></u>	<u><u>\$10,350.00</u></u>	<u><u>\$8,250.00</u></u>	<u><u>\$1,600.00</u></u>	<u><u>\$26,300.00</u></u>

10/22/2008

Mattoon Illinois

A city for all



S • E • A • S • O • N • S

TOURISM GRANT APPLICATION

Name of Organization: Mattoon Pride Softball, Inc.

Contact Person: Tony Sparks

Address: P.O. Box 667, Mattoon, IL 61938

Date of Event: April 4-5, 2009

Telephone: 234-2606

Name of Event: Mattoon Pride – ASA Season Opening Round
Robin Tournament

HOW EVENT PROMOTES TOURISM IN MATTOON

Promotes tourism, conventions, and other events within the city

This tournament was new in 2008. While this tournament was shortened by rain in 2008, we hope to attract teams, families, and fans from around the state to Mattoon for this early season tournament in 2009.

Otherwise attracts nonresidents to visit the city

We expect 16-24 teams, ages 10-14, to enter this tournament

USAGE OF FUNDS REQUESTED

These funds will help us pay some of our upfront costs:

Association Fees, Trophies/Awards, Balls, Insurance, Umpire fees, Field preparation, etc.

FINANCIAL STATEMENT (See attached)

STATEMENT OF ASSURANCES

Any funds received under this grant will be used for the purposes described in this application. The figures, facts and representations in this application are true and correct to the best of my knowledge.

Signature

Date

Tony Sparks

10/27/2008

TREASURER

Title or Office Held Treasurer

Mattoon Illinois

A city for all



S • E • A • S • O • N • S
TOURISM GRANT APPLICATION

Name of Organization: **Mattoon Pride**

Contact Person: **Tony Sparks or Wade Bradley**

Telephone: **234-2606**

Address: **P.O. Box 524, Mattoon, IL 61938**

Date of Event: **May 7-9, 2009**

Name of Event: **NJCAA Regional Softball Tournament**

HOW EVENT PROMOTES TOURISM IN MATTOON

Promotes tourism, conventions, and other events within the city

For the fifth straight year, we have been asked to host this Region 24 tournament. The following Junior Colleges will be represented: Parkland College, Champaign; Lincoln Land Community College, Springfield; John Wood College, Quincy; Danville Area Community College, Danville; Shawnee Community College, Ullin; Lewis and Clark Community College, Springfield; Spoon River College, Canton; and Illinois Central College, East Peoria.

Otherwise attracts nonresidents to visit the city

The importance of this tournament is that several of these coaches are influential in the Illinois softball community. The players, fans, and coaches from these schools have been and continue to be great fans of Mattoon and the tournaments we host.

USAGE OF FUNDS REQUESTED

Team travel reimbursement, field preparation expenses, Tournament Banner, and hospitality expenses.

FINANCIAL STATEMENT (See attached)

STATEMENT OF ASSURANCES

Any funds received under this grant will be used for the purposes described in this application. The figures, facts and representations in this application are true and correct to the best of my knowledge.

Signature

Tony Sparks

Date

10/21/2008

TREASURER
Title or Office Held

Mattoon Illinois

A city for all



S • E • A • S • O • N • S

TOURISM GRANT APPLICATION

Name of Organization: Mattoon Pride Softball, Inc.

Contact Person: Tony Sparks

Address: P.O. Box 667, Mattoon, IL 61938

Date of Event: May 23-24, 2009

Telephone: 234-2606

Name of Event: Mattoon Pride Memorial Day Classic Tournament

HOW EVENT PROMOTES TOURISM IN MATTOON

Promotes tourism, conventions, and other events within the city

While this is one of our smaller tournaments, we have attracted quality teams to participate. We expect this tournament to grow with the ASA endorsement and the expectation of first-rate competition.

Otherwise attracts nonresidents to visit the city

Based on past experience, we expect 25-30 teams, ages 10-14 to enter this tournament

USAGE OF FUNDS REQUESTED

These funds will help us pay some of our upfront costs:

Association Fees, Trophies/Awards, Balls, Insurance, Umpire fees, Field preparation, etc.

FINANCIAL STATEMENT (See attached)

STATEMENT OF ASSURANCES

Any funds received under this grant will be used for the purposes described in this application. The figures, facts and representations in this application are true and correct to the best of my knowledge.

Signature

Date

10/24/2008

Title or Office Held

Mattoon Illinois

A city for all



S • E • A • S • O • N • S

TOURISM GRANT APPLICATION

Name of Organization: Mattoon Pride Softball, Inc.

Contact Person: Tony Sparks

Address: P.O. Box 667, Mattoon, IL 61938

Telephone: 234-2606

Date of Event: June 5-7, 2009

Name of Event: Mattoon Pride-NSA World Series Qualifier

HOW EVENT PROMOTES TOURISM IN MATTOON

Promotes tourism, conventions, and other events within the city

Our affiliation with the National Softball Association for this tournament continues to help us draw highly competitive teams to this tournament. We anticipate reaching the maximum capacity of teams for this tournament in 2009.

Otherwise attracts nonresidents to visit the city

We expect 50 teams, ages 10-18, to enter this tournament

USAGE OF FUNDS REQUESTED

These funds will help us pay some of our upfront costs:

Association Fees, Trophies/Awards, Balls, Insurance, Umpire fees, Field preparation, etc.

FINANCIAL STATEMENT (See attached)

STATEMENT OF ASSURANCES

Any funds received under this grant will be used for the purposes described in this application. The figures, facts and representations in this application are true and correct to the best of my knowledge.

Signature

Date

10/24/2008

TREASURER
Title or Office Held - Treasurer

Mattoon Illinois

A city for all



S • E • A • S • O • N • S

TOURISM GRANT APPLICATION

Name of Organization: Mattoon Pride Softball, Inc.

Contact Person: Tony Sparks

Address: P.O. Box 667, Mattoon, IL 61938

Telephone: 234-2606

Date of Event: July 17-19, 2009

Name of Event: Mattoon Pride Bagelfest Tournament

HOW EVENT PROMOTES TOURISM IN MATTOON

Promotes tourism, conventions, and other events within the city

With 72 teams participating last year, this was the most popular tournament we hosted in 2008. We continue to draw teams from across the State to Mattoon to participate in this tournament.

Otherwise attracts nonresidents to visit the city

We expect 50+ teams, ages 10-18, to enter this tournament

USAGE OF FUNDS REQUESTED

These funds will help us pay some of our upfront costs:

Association Fees, Trophies/Awards, Balls, Insurance, Umpire fees, Field preparation, etc.

FINANCIAL STATEMENT (See attached)

STATEMENT OF ASSURANCES

Any funds received under this grant will be used for the purposes described in this application. The figures, facts and representations in this application are true and correct to the best of my knowledge.

Signature *Tony Sparks*

Date *10/28/08*

TREASURER
Title or Office Held

**City of Mattoon
Council Decision Request**

MEETING DATE: 1/20/2009 CDR NO: 2009-932

SUBJECT: 12/10/08 TIF&BD Incentive Review Committee Recommendations

SUBMITTAL DATE: 1/13/2009

SUBMITTED BY: Alan Gilmore, City Administrator

EXHIBITS (If applicable): Midtown TIF funding obligation spreadsheet

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: FY'10 \$5,400	BUDGETED: N/A	REQUIRED: N/A

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

I Mayor David W. Cline move to accept the recommendation of the TIF and BD Incentive Review Committee for the following project.

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

1. Thomas Rogers Jr. and Barbara J. Rogers; P.O. Box 1073; Yarnell, AZ 85362; owners of a building located at 1406 Broadway; leased to Melanie Colbert dba: Club Oasis

This application submitted by Thomas Rogers Jr. and Barbara J. Rogers for a roof replacement project on the building located at 1406 Broadway. The Rogers' are requesting an Emergency Structural Repairs grant in the amount of \$7,200 which are funded at 75% of their total project costs. The lease with Melanie Colbert has been extended and is in effect through year 2013.

The Rogers' have a quote from Double R Roofing in the amount of \$7,200.00 which is for a new roof over the existing roof. The TIF & BD Incentive Review Committee recommends a 75% Emergency Structural Repairs Grant in the amount of \$5,400 to be paid after receiving the final Mid-town Incremental Property Tax distribution in Calendar Year 2009 and upon the satisfactory completion of the work as described in the proposals.

**City of Mattoon
Council Decision Request**

MEETING DATE 1/20/2009 CDR NO: 2009-933 SUBJECT: Mid-Town TIF Incentive
Review Committee Recommendations

SUBMITTAL DATE: 1/13/2009

SUBMITTED BY: Alan Gilmore, City Administrator

EXHIBITS (If applicable): Mid-Town TIF Obligation Spreadsheet

EXPENDITURE FY-2011	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: deBuhr \$2,818.58 Gillette \$5,396.10	BUDGETED: N/A	REQUIRED: deBuhr \$11,274.32 thru FY 2015 Gillette \$48,564.90 thru FY 2020

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 approve the recommendations of the Mid-Town Incentive
Review Committee for the following projects subject to the availability of Mid-town TIF
funds.

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

Bernard H. deBuhr Jr. dba: deBuhr's Seed & Feed Inc.; 2001 Western Avenue.

This project involves a \$17,365 renovation of the DeBuhr Seed & Feed Building facade. The façade renovations will address structural and masonry repairs including new windows. Additionally the deBuhr's will install new windows in the rear façade. Mr. deBuhr is requesting a TIF Grant in the amount of \$14,092.90 as follows:

Façade Improvements of \$12,173.40
Rear Façade Improvements of \$1,919.50

The committee recommends an annual subsidy grant of \$2,818.58 disbursed over a term of 5 years commencing in the month of September 2010 and continuing through September of 2015 subject to the availability of Mid-town TIF funds.

Joseph A. Gillette dba; Commercial Refrigeration of Central Illinois, Inc.; 720 N. 33rd Street

Mr. Gillette has acquired the former Coca Cola Bottling Plant building located at 2020 Prairie Avenue. In this building he plans to expand his scope of services and hire up to 10 new highly skilled employees with wages & benefits equal to \$45 up to \$50 per hour. His grant request includes a \$59,957.00 façade restoration and interior renovation of \$96,500.00.

The TIF Incentive Review Committee recommends a grant for the façade renovation in the amount of \$53,961.00 to be disbursed over a period of 10 years commencing in September of 2010 and continuing through 2020 subject to the availability of TIF funds.

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Annual TIF Dispersed -->	\$1,000	\$53,708.74	\$ 14,297.51	\$ 52,548.52	\$ 74,169.02	110,207	110,522	93,047	93,047	93,047	90,921	88,102
Annual TIF Increment -->	\$26,281	\$85,954.66	\$ 150,208.26	\$ 127,077.00	\$ 147,483.33							

Address	Business Name	Date	Applicant	Description	Project Total	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Fiscal Year 2005																	
1713-1721 Marion Ave		12-Dec-04	Rob Perry	Relocate Fire Hydrant	\$ 1,000	\$ 1,000											
Fiscal Year 2006																	
Lake Land Blvd	D&H Associates, L.L.C	22-Jun-05	Mark Dust	Demolition Grant	\$ 36,000				\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
1510 Broadway	Freesmeier Chiropractic	8-Jun-05	Dr. Friesemeyer	Façade/Structural	\$ 47,000			\$ 9,400	\$ 9,400	\$ 9,400	\$ 9,400	\$ 9,400					
1821 Broadway	C.J's Club	18-Oct-05	Helen Johnson	Façade/Structural	\$ 5,351		\$ 3,709	\$ 1,643									
1410 Broadway		1-Dec-05	Tony Eaton	Building Renovation	\$ 50,000		\$ 50,000										
Fiscal Year 2007																	
1412 Broadway	Broadway Beef Café	18-Jul	Tony Eaton	Façade/Structural	\$ 45,000				\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
1412 Broadway	Broadway Beef Café	18-Jul-06	Tony Eaton	Interest Subsidy	\$ 13,500				\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
1424 Broadway		Jul-06	John Chevas	Structural Repairs	\$ 3,255			\$ 3,255									
1414 Broadway	Jeleniz	Jul-06	Jeff Eaton	Façade/Structural	\$ 38,620				\$ 3,862	\$ 3,862	\$ 3,862	\$ 3,862	\$ 3,862	\$ 3,862	\$ 3,862	\$ 3,862	\$ 3,862
1609 Broadway	Sound Source Music	6-Feb-07	Mike Kallis	Architectural	\$ 5,000				\$ 5,000								
1608 Broadway	Merle Norman Cosmetic	6-Feb-07	Renee England	Façade	\$ 2,000				\$ 2,000								
1628 Broadway	Jack and Bills Clothing	20-Feb-07	Steve Hardin	Façade/Structural	\$ 38,186				\$ 3,819	\$ 3,819	\$ 3,819	\$ 3,819	\$ 3,819	\$ 3,819	\$ 3,819	\$ 3,819	\$ 3,819
604 Lake Land Blvd.	Spin Doctor Car Wash	Apr-07	Meyer/Wortman	Demolition/Utilities	\$ 46,000					\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600
Fiscal Year 2008																	
1601 Broadway	Warner's Office Equipment	15-May-07	Janice Moritz	Façade/Structural	\$ 5,000				\$ 5,000								
1321 Broadway	EZ Parcel	15-May-07	Nathan Burton	Engineering	\$ 5,000				\$ 5,000								
1400 - 1404 Broadway	Sanders' Real Estate	15-May-07	Cory Sanders	Façade/Structural	\$ 54,680				\$ 5,468	\$ 5,468	\$ 5,468	\$ 5,468	\$ 5,468	\$ 5,468	\$ 5,468	\$ 5,468	\$ 5,468
1321 Broadway	EZ Parcel	7-Aug-07	Nathan Burton	Storm water Detention	\$ 7,500			\$ 2,500	\$ 2,500								
1400-04 Broadway	Sanders' Real Estate	7-Aug-07	Cory Sanders	Code Compliance	\$ 29,455					\$ 2,946	\$ 2,946	\$ 2,946	\$ 2,946	\$ 2,946	\$ 2,946	\$ 2,946	\$ 2,946
1810 Broadway	Little Mexico	2-Oct-07	Keith Summers	Façade/Structural	\$ 80,000					\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
604 Lake Land Blvd	Spin Doctor Car Wash	6-Nov-07	Meyer/Wortman	Infrastructure Extension	\$ 9,600					\$ 3,200	\$ 3,200	\$ 3,200					
1614 Broadway	Shores' Jewelry and Other Business	6-Nov-07	Harold Shores	Façade	\$ 70,000					\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
1522-1524 Broadway	Broadway Furniture Store	1-Dec-07	Bob Walker	Façade/Structural	\$ 80,000					\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
1400 Broadway	Sanders' Real Estate	1-Mar-08	Cory Sanders	Façade	\$ 31,742						\$ 3,174	\$ 3,174	\$ 3,174	\$ 3,174	\$ 3,174	\$ 3,174	\$ 3,174
1609 Broadway	Sound Source Music	1-Mar-08	Mike Kallis	Façade	\$ 10,631						\$ 2,126	\$ 2,126	\$ 2,126	\$ 2,126	\$ 2,126		
1516 Broadway	Nail Salon	1-Mar-08	Marilyn McClean	Façade/Structural	\$ 42,525						\$ 4,253	\$ 4,253	\$ 4,253	\$ 4,253	\$ 4,253	\$ 4,253	\$ 4,253
Fiscal Year 2009																	
1317-21 Charleston	New Office Building	15-Apr-08	Scott Stoltzfus	Infrastructure Ext.	\$ 79,200						\$ 7,920	\$ 7,920	\$ 7,920	\$ 7,920	\$ 7,920	\$ 7,920	\$ 7,920
1611 Broadway	D to Z Sports	5-Aug-08	Robert Reid	Roof	\$ 13,110						\$ 1,311	\$ 1,311	\$ 1,311	\$ 1,311	\$ 1,311	\$ 1,311	\$ 1,311
118 S. 17th Street	Doug & Jeanne Vonderheide	5-Aug-08	Jeanne Vonderhei	Façade	\$ 51,590						\$ 5,159	\$ 5,159	\$ 5,159	\$ 5,159	\$ 5,159	\$ 5,159	\$ 5,159
1913 Western Ave.	A K Investments	4-Nov-08	John Armstrong	Façade-Exterior Wall	\$14,625					4,875	4,875	4,875					
1601 Broadway	Warner's Office Equipment	4-Nov-08	Janice Moritz	Roof	\$66,950						6,695	6,695	6,695	6,695	6,695	6,695	6,695
1406 Broadway	Club Oasis	20-Jan-09	Thomas Rogers Jr.	Roof	\$5,400						5,400						
2001 Western Ave.	deBuhr Seed & Feed Inc.	20-Jan-09	Benard deBuhr Jr.	Façade/Structural	\$14,092.90							2,819	2,819	2,819	2,819	2,819	2,819
2020 Prairie Ave.	Comm.Refrig. Of Central IL, Inc,	20-Jan-09	Joseph Gillettee	Façade/Structural	\$53,961.00							5,396	5,396	5,396	5,396	5,396	5,396
					\$ 1,055,974	\$ 1,000	\$ 53,709	\$ 14,298	\$ 52,549	\$ 74,169	\$ 110,207	\$ 110,522	\$ 93,047	\$ 93,047	\$ 93,047	\$ 90,921	\$ 88,102

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2009-5267

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF MATTOON, ILLINOIS AND COLES CENTRE HOSPITALITY L.L.C. AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.

WHEREAS, pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the “TIF Act”), the City Council on December 5, 2006 (1) approved a plan entitled “Tax Increment Financing Redevelopment Project and Plan – I-57 East Redevelopment Project Area” (the “Redevelopment Plan”), (2) designated certain real property located in the City as the I-57 East Redevelopment Project Area, which includes land currently under a purchase contract held by Coles Centre Hospitality L.L.C., and (3) adopted tax increment financing for the I-57 East Redevelopment Project Area; and

WHEREAS, pursuant to the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et seq.*, as amended (the “Business District Act”), the City Council on December 4, 2007 (1) approved a plan entitled “Business District Plan – Broadway East Business District” (the “Business District Plan”), (2) designated certain real property located in the City as a business district (the “Business District”), which includes land currently under a purchase contract held by Coles Centre Hospitality L.L.C., and (3) authorized the imposition of certain additional sales taxes within the Business District; and

WHEREAS, in response to a solicitation of proposals by the City for redevelopment of certain property that includes the land currently under a purchase contract held by Coles Centre Hospitality L.L.C. (the “Redevelopment Area”), Coles Centre Hospitality L.L.C. (the “Developer”) submitted a proposal (the “Redevelopment Proposal”) for redevelopment of the Redevelopment Area; and

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

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

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

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

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

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

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

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

EXHIBIT A

REDEVELOPMENT AGREEMENT

between the

CITY OF MATTOON, ILLINOIS,

and

COLES CENTRE HOSPITALITY, LLC

Dated as of

JANUARY __, 2009

**I-57 EAST REDEVELOPMENT PROJECT AREA
(COLES CENTRE HOSPITALITY PROJECT)**

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EXHIBIT A

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of January, 2009, by and between the **CITY OF MATTOON, ILLINOIS** (the “City”), a non-home rule city and political subdivision of the State of Illinois, and **COLES CENTRE HOSPITALITY, LLC** (the “Developer”), a limited liability company duly authorized and existing under the laws of the State of Illinois. *All capitalized terms used herein shall have the meanings detailed in Article I of this Agreement.*

1. Pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended, the City Council of the City has adopted tax increment financing for certain real property located in the City, including an approximately twenty-three acre site owned by the Developer (the “Coles Centre Hospitality Area”).

2. Pursuant to the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et seq.*, as amended, the City Council has designated certain real property located in the City as a business district, including the Coles Centre Hospitality Area.

3. The City distributed a Request for Development Proposals (the “Redevelopment Proposal”) for the redevelopment of the Coles Centre Hospitality Area.

4. The Developer submitted a proposal to the City (the “Redevelopment Proposal”) for redevelopment of the Coles Centre Hospitality Area, as described in the Redevelopment Proposal.

AGREEMENT

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

ARTICLE I

DEFINITIONS

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

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

“**Approved Site Plan**” means the site plan approved by all such entities required to approve a site plan pursuant to the City’s municipal code, as amended from time to time in accordance with the City’s municipal code.

“**Business District**” means the I-57 East Business District created by the City pursuant to the Business District Act.

EXHIBIT A

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

“Business District Plan” means the plan entitled “Business District Plan – I-57 East Business District” approved by the City Council on September 2, 2008 pursuant to Ordinance No. 2008-5259, as such plan may from time to time be amended in accordance with the Business District Act.

“Business District Tax Allocation Fund – Coles Centre Hospitality Account” means the account to be created by the City within the Business District Tax Allocation Fund pursuant to the Business District Act, into which the Business District Tax Revenues are to be deposited.

“Business District Tax Revenues” means all tax revenues received by the City from the one percent (1%) retailers’ occupation tax and service occupation tax and the one percent (1%) hotel operators’ occupation tax imposed by the City pursuant to 65 ILCS 5/11-74.3-6 generated from within the Coles Centre Hospitality Area portion of the Business District.

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

“Certificate of Substantial Completion” means a document substantially in the form of **Exhibit B**, provided by the Developer to the City in accordance with this Agreement which, upon the City’s acceptance thereof, shall evidence the Developer’s satisfaction of all obligations and covenants to construct Phase I, Phase II or Phase III of the Coles Centre Hospitality Project.

“City” means the City of Mattoon, Illinois.

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

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

“Coles Centre Hospitality Area” means that portion of the Redevelopment Project Area and the Business District described in **Exhibit A**.

“Coles Centre Hospitality Project” means a redevelopment project, including the construction of a hotel and convention center, as described in the Redevelopment Plan, the Business District Plan, the Redevelopment Proposal and this Agreement and as shown on the Approved Site Plan.

“Construction Plans” means plans, drawings, specifications, and related documents, and construction schedules for the construction of the Coles Centre Hospitality Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with the City’s municipal code and this Agreement.

“Developer” means Coles Centre Hospitality, LLC, an Illinois limited liability company duly authorized and existing under the laws of the State of Illinois, and its successors and assigns.

“Eligible Project Costs” means those costs eligible for payment or reimbursement to the Developer under the Redevelopment Plan and defined in the 65 ILCS 5/11-74.4-3(q)(1-13) of the TIF Act, all in accordance with this Agreement.

EXHIBIT A

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Coles Centre Hospitality Project.

“Financing Parties” means the (a) bank(s) or other financial institution(s) financing the Developer’s construction and/or operation activities associated with or arising out of the Coles Centre Hospitality Project, (b) Coles Centre, LLC, and (c) Developer’s hotel franchisor, which may include but is not limited to Hilton Hotels Corporation, Marriott International, Inc. or InterContinental Hotels Group, Inc.

“Hotel Motel Tax” means the tax on gross rental receipts imposed by the City on hotels and motels pursuant to 65 ILCS 5/8-3-14.

“Phase I” means construction of a hotel and an approximately 30,000 square foot convention center in the Cole Centre Hospitality Area at an approximate cost of \$12,000,000.

“Phase II” means construction of a second hotel in the Coles Centre Hospitality Area at an approximate cost of \$7,000,000.

“Phase III” means construction of an approximately 10,000 square foot addition to the convention center and a third hotel in the Cole Centre Hospitality Area at an approximate cost of \$7,000,000.

“Redevelopment Plan” means the plan entitled “Tax Increment Finance – City of Mattoon, Coles County, Illinois – I-57 East Redevelopment Plan and Project” approved by the City Council on December 5, 2006 pursuant to Ordinance No. 2006-5223, as such plan may from time to time be amended in accordance with the TIF Act.

“Redevelopment Project Area” means the portion of the City designated as the I-57 East Redevelopment Project Area, as described in the Redevelopment Plan.

“Redevelopment Proposal” means the proposal of the Developer submitted to the City on April 1, 2008, describing the Coles Centre Hospitality Project.

“Special Tax Allocation Fund – Coles Centre Hospitality Account” means the account to be created by the City within the Special Tax Allocation Fund pursuant to the TIF Act, into which TIF Revenues are to be deposited.

“State” means the State of Illinois.

“Term” means the term of this Agreement as set forth in **Section 6.04** of this Agreement.

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

“TIF Revenues” means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Coles Centre Hospitality Area by any and all taxing districts or municipal corporations having the power to tax real property in the Coles Centre Hospitality Area, which taxes are attributable to the increase in the then-current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Coles Centre Hospitality Area over and above the Total Initial Equalized Assessed

EXHIBIT A

Value of each such piece of property, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

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

ARTICLE II

ACCEPTANCE OF PROPOSAL

Section 2.01. Developer Designation. The City hereby selects the Developer to construct the Coles Centre Hospitality Project in accordance with the Redevelopment Plan, the Business District Plan, the Approved Site Plan, the Redevelopment Proposal, this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Coles Centre Hospitality Project described in the Governmental Approvals shall govern so long as such approvals do not constitute a change to the Redevelopment Plan, the Business District Plan or Coles Centre Hospitality Project as would, in the opinion of the city attorney or special counsel retained by the City, require any further hearing pursuant to the TIF Act or the Business District Act.

Section 2.02. Estimated Cost. The Developer’s good faith estimate of the aggregate cost of completing the Coles Centre Hospitality Project is \$26,000,000.

Section 2.03. Developer to Advance Costs. The Developer agrees to advance all funds necessary to complete the Coles Centre Hospitality Project, all subject to the Developer’s right to abandon the Coles Centre Hospitality Project and terminate this Agreement as set forth in **Section 6.01** hereof.

ARTICLE III

PERFORMANCE OF THE WORK

Section 3.01. Ownership of Property. The Developer represents that it has a valid and enforceable contract to purchase all property within the Coles Centre Hospitality Area and is responsible for paying all property taxes levied on such property.

Section 3.02. Construction Schedule.

(a) Subject to and conditioned upon the terms and conditions of **Section 3.02(d)** of this Agreement, the Developer shall construct Phase I in the Coles Centre Hospitality Area. Construction of Phase I shall begin on or before April 30, 2010, and shall be substantially complete on or before August 30, 2011, as evidenced by a Certificate of Substantial Completion approved by the City in accordance with applicable City codes and this Agreement. The Developer shall have the unconditional and unilateral, one-time right to extend its time for performance under this **Section 3.02(a)** for an additional six (6) months upon written notice to the City.

(b) If determined by Developer, in its sole discretion, to be economically feasible, Developer may construct Phase II in the Coles Centre Hospitality Area.

EXHIBIT A

(c) If determined by Developer, in its sole discretion, to be economically feasible, Developer may construct Phase III in the Coles Centre Hospitality Area.

(d) Anything contained herein to the contrary notwithstanding, any and all of Developer's obligations under this Agreement are subject to and conditioned upon the following conditions precedent:

- (1) The Developer securing financing for the construction of Phase I; and
- (2) The Developer securing a valid franchise agreement with Hilton Hotels Corporation, Marriott International, Inc. or InterContinental Hotels Group, Inc. together with all necessary approvals from the franchisor for the construction and operation of Phase I.

(e) Following the execution of this Agreement and continuing until the completion of Phase I of the Coles Centre Hospitality Project, the Developer agrees to provide the City with quarterly written reports regarding the status of the Coles Centre Hospitality Project; provided, however, that at no time shall the Developer be obligated to disclose any information it, in its sole and absolute discretion, deems confidential or otherwise privileged.

Section 3.03. Governmental Approvals. The City agrees to cooperate with the Developer and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State.

Section 3.04. Concept Site Plan; Approved Site Plan.

(a) *Approval of Concept Site Plan.* The Concept Site Plan as set forth in **Exhibit D** is hereby approved. The parties agree that the Concept Site Plan is preliminary, and that the Approved Site Plan as approved by the City pursuant to its municipal code will be deemed to define the scope of the Coles Centre Project for purposes of this Agreement and will govern the final design and construction thereof. The City and the Developer agree that the Concept Site Plan is in conformance with the Redevelopment Plan and the Business District Plan, and that construction of the Coles Centre Hospitality Project in accordance with the Concept Site Plan will not require any additional notices or hearings pursuant to the TIF Act or the Business District Act.

(b) *Submission of Final Site Plan.* The Developer agrees that, unless otherwise approved by the City Council, the final site plan for Phase I that is submitted pursuant to the City's municipal code shall be in substantially accordance with the Concept Site Plan, and shall include (1) a hotel with at least 104 sleeping rooms and (2) a convention center with at least 30,000 gross square feet (the "Final Site Plan"). Upon approval by the City Council, such site plan shall become the "Approved Site Plan" for purposes of this Agreement.

(c) *Changes.* During the construction of the Coles Centre Hospitality Project, the Developer may make changes to the Approved Site Plan or any aspect thereof; provided that (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City; and (2) the Approved Site Plan, as amended, shall be substantially in accordance with the Concept Site Plan.

Section 3.05. Insurance.

(a) The Developer will cause there to be insurance as provided herein at all times during the term of this Agreement and, from time to time at the request of the City, furnish the City with proof of payment of premiums on: (1) comprehensive general liability insurance (including operations, contingent

EXHIBIT A

liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above required limit, an umbrella excess liability policy may be used); (2) property insurance insuring the Coles Centre Hospitality Project in an amount equal to the actual replacement cost of the Coles Centre Hospitality Project exclusive of land, excavations, footings, foundations and parking lots; and (3) workers' compensation insurance, with statutory coverage.

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

(c) The Developer agrees that if any portion of the Coles Centre Hospitality Project is damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the Developer will, on a commercially reasonable basis, apply all insurance or condemnation proceeds, or require each insurance company to apply all insurance proceeds, to promptly restore, replace or rebuild the same (or shall promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking. The Developer shall give prompt written notice to the City of any damages or destruction to the Coles Centre Hospitality Project by fire or other casualty, irrespective of the amount of such damage or destruction.

Section 3.06. State and Local Laws. The Developer shall comply with all applicable State and local laws relating to the construction of the Coles Centre Hospitality Project.

Section 3.07. Construction Plans.

(a) The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State and the Construction Plans and all construction practices and procedures with respect to the Coles Centre Hospitality Project shall be in conformity with all applicable state and local laws, ordinances and regulations.. The Developer shall submit Construction Plans for approval by the City in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

(b) Prior to Commencement of Construction or during the construction of the Coles Centre Hospitality Project, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Coles Centre Hospitality Project is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Coles Centre Hospitality Project, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any requirements of the Developer's franchisor, or any reasonable requests of prospective tenants or purchasers of any real property located within the Coles Centre Hospitality Area or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Coles Centre Hospitality Project and as may be in furtherance of the general objectives of the Redevelopment Plan and the Business District Plan; provided that (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City; and (2) the Coles Centre Hospitality Project, as amended, shall be substantially in accordance with the Concept Site Plan.

EXHIBIT A

Section 3.08. Certificate of Substantial Completion. Promptly after substantial completion of Phase I, and if constructed, each subsequent phase of the Coles Centre Hospitality Project in accordance with the provisions of this Agreement, the Developer will furnish to the City a Certificate of Substantial Completion. The City shall, within 60 days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 60-day period after delivery to the City of the Certificate of Substantial Completion, the City furnishes the Developer with specific written objections to the status of the Coles Centre Hospitality Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the City or upon the lapse of 60 days after delivery thereof to the City without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the Coles County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct Phase I, and if constructed, each subsequent phase of the Coles Centre Hospitality Project, as appropriate. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit B** hereto and incorporated by reference herein.

Section 3.09. Corridor Development District. The Developer acknowledges that the Coles Centre Hospitality Area is located within the Corridor Development District and that the Developer will comply with all standards and restrictions established by the City within the District.

ARTICLE IV

REIMBURSEMENT OF DEVELOPER COSTS

Section 4.01. City's Obligation to Reimburse Developer TIF Revenues. On an annual basis during the Term of this Agreement, the City shall reimburse the Developer an amount equal to seventy two percent (72%) of the TIF Revenues actually generated from the Coles Centre Hospitality Area; provided, however, that in no event shall the TIF Revenues reimbursed to the Developer exceed Eligible Project Costs. Notwithstanding any other term or provision of this Agreement, Eligible Project Costs submitted by the Developer are payable only from the TIF Revenues actually generated from the Coles Centre Hospitality Area and from no other source. The Eligible Project Costs may be incurred by the Developer in any calendar year after the date of this Agreement, and to the extent TIF Revenues are not available to reimburse the Developer for such Eligible Project Costs, then such unreimbursed Eligible Project Costs shall be carried forward for reimbursement during the Term of this Agreement when sufficient TIF Revenues are generated within the Coles Centre Hospitality Area and therefore become available for reimbursement pursuant to this Agreement

Section 4.02. Payment of Eligible Project Costs.

(a) The Developer may submit to the City, not more frequently than once per calendar month, a Certificate of Eligible Project Costs in substantially the form attached as **Exhibit C** hereto. Each Certificate of Eligible Project Costs shall be accompanied by itemized invoices, receipts or other information that will demonstrate that such cost has been incurred and qualifies for reimbursement pursuant to this Agreement. Eligible Project Costs will be payable solely from TIF Revenues as provided in **Section 5.02** and from no other moneys of the City.

EXHIBIT A

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

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

(d) Nothing in this Agreement shall obligate the City to pay or reimburse any Eligible Project Cost that does not qualify as a "redevelopment project cost" defined under the TIF Act (65 ILCS 5/11-74.4-3(q)(1-13)). The City and the Developer agree that Eligible Project Costs to the extent actually paid by the Developer shall include, but shall not be limited to, the following costs: (1) property assembly costs including but not limited to the purchase price paid by the Developer for the Coles Centre Hospitality Area real estate from Coles Centre, LLC (which is not an affiliated or related party to the Developer and which Developer owns no interest therein); (2) the costs of construction of public water, sanitary sewer, storm sewer, and street infrastructure to the extent paid for by the Developer, including the sum to be paid by Developer to Coles Centre, LLC as reimbursement for the Developer's allocated share of such public infrastructure as set forth in the Agreement for Sale of Real Estate dated January 22, 2008 between Developer and Coles Centre, LLC; (3) all costs paid for under the Pre-Funding Agreement between the City and the Developer; (4) costs of surveys, studies, development of plans and specifications, legal, engineering, architectural, and financial fees and other similar service fees paid by the Developer in connection with this Agreement meeting the obligations of the Developer hereunder; (5) Developer's interests costs pursuant to 65 ILCS 5/11-74.4-3(q)(11); and (6) site preparation, clearing and grading costs.

Section 4.03. Business District Tax Revenues. The City shall, on a calendar quarter basis during the Term of this Agreement, pay to the Developer one hundred percent (100%) of the Business District Tax Revenues actually generated within the Coles Centre Hospitality Area portion of the Business District for the planning, execution and implementation of the Business District Plan. The City and the Developer agree that payment to the Developer of one hundred percent (100%) of the Business District Tax Revenues for completion of Phase I of the Coles Centre Hospitality Project is in furtherance of the planning, execution and implementation of the Business District Plan.

ARTICLE V

FUNDS; COLLECTION AND USE OF TIF REVENUES AND BUSINESS DISTRICT REVENUES

Section 5.01. Funds. The City agrees to cause its City Administrator or other financial officer to maintain the Special Tax Allocation Fund – Coles Centre Hospitality Account in accordance with the TIF Act and the Business District Tax Allocation Fund – Coles Centre Hospitality Account in accordance with the Business District Act.

EXHIBIT A

Section 5.02. Application of Revenues. The City hereby agrees for the Term of this Agreement to apply and pay to the Developer (a) the Business District Tax Revenues for the planning, execution and implementation of the Business District Plan, and (b) the TIF Revenues for the reimbursement to the Developer of Eligible Project Costs submitted by the Developer pursuant to **Section 4.02**.

Section 5.03. Hotel Motel Tax.

(a) To promote tourism and conventions within the City, the City shall pay to the Developer an annual grant equal to 75% of the Hotel Motel Tax generated by the first and second hotels built in the Coles Centre Hospitality Area. If not later than nine (9) years from the date of this Agreement the Developer constructs a 10,000 square foot (or greater) addition to the convention center in conjunction with the construction of either the second or the third hotel, then the Developer shall receive 75% of the Hotel Motel Tax generated from the third hotel constructed in the Coles Centre Hospitality Area. Payments shall begin only after the opening of the 30,000 gross square foot convention center. The grant shall be paid quarterly after the City's receipt of the payment of the Hotel Motel Tax and shall continue for a 20-year period after the date of opening of each hotel as constructed pursuant to this Agreement.

(b) The grant payment provided in **Section 5.03(a)** shall be subject to the restriction that the amount of the Hotel Motel Tax actually collected by the City during each year of the 20-year period after the date of opening of each hotel constructed pursuant to this Agreement shall not be less than the amount of Hotel Motel Tax actually collected by the City (excluding all Hotel Motel Tax generated by any hotel located in the Coles Centre Hospitality Area) during the calendar year immediately preceding the issuance of the Certificate of Substantial Completion for the first hotel constructed by the Developer under this Agreement (hereinafter referred to as the "Floor"). The Floor shall be increased by 1% every calendar year (excluding all Hotel Motel Tax generated by any hotel located in the Coles Centre Hospitality Area) after the calendar year in which the Certificate of Substantial Completion is issued for the first hotel constructed by the Developer under this Agreement to allow for the natural growth in the Hotel Motel Tax. If the Hotel Motel Tax Fund receives less than the Floor (excluding all Hotel Motel Tax generated by any hotel located in the Coles Centre Hospitality Area) in any calendar year after the calendar year in which the Certificate of Substantial Completion is issued for the first hotel constructed by the Developer under this Agreement, then the grant paid to the Developer pursuant to **Section 5.03(a)** shall be reduced in the next calendar year by such an amount that when added to the Hotel Motel Tax actually received by the City for that calendar year (exclusive of any Hotel Motel Tax generated by any hotel located in the Coles Centre Hospitality Area) equals the Floor; provided, however, that in no event shall the Developer be required to make any payment of funds of a nature whatsoever to the City if the Hotel Motel Tax actually received by the City in that calendar falls below the Floor after the reduction of the grant to be paid to the Developer pursuant to **Section 5.03(a)**.

ARTICLE VI

TERMINATION AND REMEDIES

Section 6.01. Developer's Right of Termination. At any time prior to the delivery of the Certificate of Substantial Completion relating to Phase I, the Developer may, by giving written notice to the City, abandon the Coles Centre Hospitality Project and terminate this Agreement and the Developer's obligations hereunder with respect thereto if the Developer determines, in its sole discretion, that the Coles Centre Hospitality Project is no longer economically feasible.

EXHIBIT A

Section 6.02. City's Right of Termination. The City may terminate this Agreement at any time prior to the delivery of the Certificate of Substantial Completion relating to Phase I if, and only if:

(a) the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 6.05** hereof (subject to extension in accordance with **Section 6.06**), or materially breaches any representation or warranty contained in **Section 8.05** hereof, or

(b) the Developer fails to complete the activities listed in **Section 3.02(a)** within the times specified therein (subject to extension in accordance with **Section 6.06**).

Section 6.03. Rights Following Termination. Upon termination of this Agreement, (a) the City shall have no obligation to reimburse the Developer for any costs incurred or paid by the Developer, and (b) neither the City nor the Developer shall have any further rights or responsibilities to the other hereunder (except to the extent any of the specific provisions hereof by their express terms survive termination of this Agreement or by their nature require or contemplate completion after termination). The provisions of this section shall survive termination of this Agreement.

Section 6.04. Term of Agreement.

(a) This Agreement and all of the rights and obligations of the parties hereunder shall terminate and become null and void upon the earlier of (1)(A) the termination of all rights and obligations of the parties hereunder relating to the Redevelopment Plan, the Redevelopment Project Area and the application of TIF Revenues as provided in subsection (b) below, (B) the termination of all rights and obligations of the parties hereunder relating to the Business District, the Business District Plan and the application of Business District Revenues as provided in subsection (c) below, and (C) the final payment by the City of the Hotel Motel to the Developer as required under **Section 5.03** hereof, or (2) the delivery of a written notice by the Developer or the City (and recordation of a copy of such notice with the Coles County Recorder) that this Agreement has been terminated pursuant to **Section 6.01** or **6.02** hereof.

(b) All of the rights and obligations of the parties hereunder relating to the Redevelopment Plan, the Redevelopment Project Area and the application of TIF Revenues shall terminate and become null and void on December 31 of the year in which payment to the City Treasurer is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance of the City approving the Redevelopment Project Area is adopted; provided that such rights and obligations shall terminate sooner upon the reimbursement of all Eligible Project Costs pursuant to **Article IV** hereof.

(c) All of the rights and obligations of the parties hereunder relating to the Business District, the Business District Plan and the application of Business District Revenues, shall terminate and become null and void on that date which is 23 years after the date of adoption of the ordinance of the City approving the Business District Plan.

Section 6.05. Remedies. In the case of a default under **Section 3.02(a)**, the City may terminate this Agreement without providing the Developer an opportunity to cure such a default. In the case of any other default in or breach of any term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default), provided that (1) the breaching party has commenced such cure within said 30-day period, and (2) the breaching party diligently prosecutes such

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cure to completion. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied as provided above, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party. Notwithstanding the foregoing, the Developer hereby acknowledges that its sole and exclusive remedy against the City relative to any default or breach by the City hereunder shall be the remedy of specific performance and in no event shall the City be liable to the Developer for money damages. If either party files suit to enforce this Agreement against the other party, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

Section 6.06. Extensions of Time for Performance.

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be equitably adjusted in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; significant escalation of hostilities involving U.S. armed forces; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Coles Centre Hospitality Project or any portion thereof, including rezoning and approval of the Final Site Plan for the Coles Centre Hospitality Project (but only if the Developer files all necessary documentation relating thereto in a timely manner); shortage or delay in shipment of material or fuel; acts of God; extraordinary inclement weather or wet soil conditions; sudden illness or serious injury affecting the ability to work; or other causes beyond the parties' reasonable control, including, but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Business District Plan, the Coles Centre Hospitality Project or this Agreement, or eminent domain actions (other than eminent domain litigation wherein valuation of a parcel is the only issue being litigated) (hereinafter referred to as an "Event of Force Majeure").

(b) No event under **Section 6.06(a)** shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards and (2) unless the Developer provides the City with a written notice of the claimed event of Event of Force Majeure within ninety (90) days after the Developer had actual knowledge of the claimed Event of Force Majeure.

ARTICLE VII

ASSIGNMENT

Section 7.01. Transfer of Property.

(a) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(b) Without limiting the generality of the foregoing, all or any part of the Coles Centre Hospitality Area or the Coles Centre Hospitality Project or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer or any successor in interest to the Developer under this Agreement or any part hereof may be assigned at any time before, during or after construction of the Coles Centre Hospitality Project, whereupon the party disposing of its interest in the Coles Centre Hospitality Area or the Coles Centre Hospitality Project or assigning its interest under this Agreement shall be thereafter released from further obligation under this

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Agreement (although the Coles Centre Hospitality Area or the Coles Centre Hospitality Project so disposed of, or to which such interest pertains shall remain subject to the terms and conditions of this Agreement; provided that prior to the City's acceptance of the Certificate of Substantial Completion relating to Phase I, the Developer may not dispose of the Coles Centre Hospitality Project or any interest therein or assign its rights or obligations hereunder without the City's prior written consent, which shall not be unreasonably withheld, and in each instance and satisfaction of subsection (c) below. The City hereby consents to the granting of security interests, collateral assignments and/or mortgages of the Coles Centre Hospitality Area, the Coles Centre Hospitality Project, and the Developer's interest in and to this Agreement and the rights created hereunder, to Developer's Financing Parties.

(c) Upon demonstration to the City's reasonable satisfaction that a proposed transferee of the Coles Centre Hospitality Project has sufficient financial worth and expertise to carry out the Coles Centre Hospitality Project, the Developer may sell, transfer, assign or otherwise dispose of the Coles Centre Hospitality Project and the rights, duties and obligations of the Developer under this Agreement with respect thereto (including the release and indemnification obligations contained in **Section 8.01** herein).

ARTICLE VIII

COVENANTS AND REPRESENTATIONS

Section 8.01. Indemnification and Release.

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

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

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Plan, the Business District Plan, the Redevelopment Project Area, the Business District, this Agreement or any ordinances relating thereto is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction.

Section 8.02. Notice of Challenge to Assessed Valuation. The Developer shall provide (or cause to be provided) written notice to the City prior to taking any action contesting the assessed valuation of any property within the Coles Centre Hospitality Area.

Section 8.03. Maintenance of the Coles Centre Hospitality Area.

(a) The Developer shall maintain the Coles Centre Hospitality Area in compliance with all provisions of the City's municipal code relating to maintenance and appearance during the construction of the Coles Centre Hospitality Project or any portion thereof.

(b) Upon substantial completion of the Coles Centre Hospitality Project, the Developer or its successor(s) in interest, shall maintain or cause to be maintained the buildings and improvements within the Redevelopment Project Area which it owns or controls in a good state of repair and condition and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned or controlled parcels of real estate within the affected portion(s) of the Redevelopment Project Area during the term of this Agreement, each successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and condition and in conformity with applicable state and local laws, ordinances and regulations, and shall maintain or cause to be maintained reasonable property and liability insurance with respect to the same in accordance with this Agreement.

Section 8.04. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

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

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

(c) *No Litigation.* To the best of the City's knowledge, no litigation, proceedings or investigations are pending or threatened against the City (i) with respect to the Coles Centre Hospitality Project or this Agreement, or (ii) seeking to restrain, enjoin or in any way limit the

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execution and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

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

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

Section 8.05. Representations of the Developer. The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *Due Authority.* The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms except as enforcement may be limited by general principles of equity whether applied by a court of law or equity, including, without limitation: (1) principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies; (2) principles affording traditional equitable defenses (such as waiver, laches or estoppel) as applied to a party seeking enforcement; or (3) the requirement of good faith and fair dealing and the application of reasonable commercial standards of conduct in performance and enforcement of agreements on the part of the party seeking enforcement.

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

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

(d) *Governmental or Corporate Consents.* Except as provided in **Section 3.02(d)**, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery

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and performance by the Developer of this Agreement, except for consents that must be secured subsequent to the execution of this Agreement.

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

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

(g) *Accuracy of Project Data.* The Developer represents that, as of the date hereof, the information in the Redevelopment Proposal is, to the best of the Developer's knowledge, true and accurate in all material respects, and does not omit any information which is necessary to be included in order to make the Redevelopment Proposal not misleading in any material respect as of the date hereof.

Section 8.06. Cooperation in Determining Business District Tax Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the Business District Tax Revenues to be paid into the funds and accounts as provided herein, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

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

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

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

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

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

EXHIBIT A

(b) The Developer and the City agree to cooperate and to take all additional reasonable actions necessary to ensure accurate calculation and deposits of all Sales Tax Revenues. The City shall arrange with the Illinois Department of Revenue for the systematic receipt of sales tax information for the Coles Centre Hospitality Area. The City acknowledges and agrees that information to be provided to the City pursuant to this **Section 8.06** by the State of Illinois, the Developer, or owners and lessees hereunder is proprietary and valuable information and that any disclosure or unauthorized use thereof will cause irreparable harm to the Developer, or such owners and lessees, and that said information provided pursuant to this **Section 8.06** is exempt from disclosure pursuant to Section 7(1)(g) of the Illinois Freedom of Information Act. Except as required by a valid order issued by a court of competent jurisdiction, or required by applicable state or federal law, the City shall not disclose or otherwise release to any third party any information provided to the City pursuant to this **Section 8.06** by the Developer, the State of Illinois, or the owners or lessees of businesses located within the Coles Centre Hospitality Area. The City shall be permitted to disclose such information (i) to its agents or employees who are reasonably deemed by the City to have a need to know such information for purposes of this Agreement; provided, that such agents and employees shall likewise be bound by the terms and conditions of this **Section 8.06**. The confidentiality requirements of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the City, its successors, assigns and legal representatives for a period of five (5) years from the termination, expiration or cancellation of this Agreement. The City shall promptly notify Developer and any affected owner or lessee as to any and all Freedom of Information Act requests and the commencement of any legal action in regard thereto such that Developer and/or any such owner or lessee shall have a meaningful opportunity to object to the release of any such confidential information and to take such action as such owner or lessee deems necessary in order to protect against the release of such confidential information, including but not limited to an action for a protective order, injunction or other equitable or legal relief.

Section 8.07. Definitions. For the purposes of **Section 8.06** the following terms shall have the following meanings:

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

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

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

EXHIBIT A

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

Section 8.08. Obligation to Report Business District Tax Revenues. Any purchaser or transferee of real property located within the Coles Centre Hospitality Area, and any lessee or other user of real property located within the Coles Centre Hospitality Area, shall use all reasonable efforts to timely furnish to the City such documentation as is required by **Section 8.06** hereof. Such obligation shall be a covenant running with the land, shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement and shall survive termination of this Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01. Inspection. The City may conduct such periodic inspections of the construction of the Coles Centre Hospitality Project as may be generally provided in the City's municipal code. In addition, the Developer shall allow other authorized representatives of the City access to the site from time to time upon reasonable advance notice for inspection of the Coles Centre Hospitality Project. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Coles Centre Hospitality Project as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement. The Developer shall advise each contractor for the Coles Centre Hospitality Project of the contractor's obligations under the City's municipal code regarding permits and inspections.

Section 9.02. Notices. Any notice, demand or other communication required by this Agreement to be given by one party to another party shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

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

Coles Centre Hospitality, LLC
1202 North Keller Drive
Effingham, Illinois 62401
Attention: Charles F. Keller

With a copy to:

Taylor Law Offices, P.C.
122 East Washington Avenue
Effingham, Illinois 62401
Attention: Matthew R. Hortenstine

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

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

EXHIBIT A

Attention: City Administrator

With copies to:

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

and

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

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

Section 9.03. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

Section 9.04. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

Section 9.05. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 9.06. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or either of them would not have entered the Agreement without such term or provision, or would not have intended the remainder of the Agreement to be enforced without such term or provision.

Section 9.07. Representatives Not Personally Liable. No official agent, employee, representative, shareholder, member, Financing Parties, consultant or contractor of the City or the Developer shall be personally liable to the other in the event of any default or breach by any party under this Agreement or for any amount which may become due to any party or on any obligation under the terms of this Agreement.

Section 9.08. Mutual Assistance. The parties agree to take such reasonable actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and temporary easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision absent this Agreement.

EXHIBIT A

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

(SEAL)

CITY OF MATTOON, ILLINOIS

By: _____
Name: David W. Cline
Title: Mayor

ATTEST:

Susan J. O'Brien
City Clerk

STATE OF ILLINOIS)
) **SS.**
COUNTY OF COLES)

On this _____ day of January, 2009, before me appeared, **DAVID W. CLINE**, who being, by me duly sworn did say that he is the Mayor of the **CITY OF MATTOON, ILLINOIS**, a municipal corporation of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council; and acknowledged said instrument to be the free act and deed of said City.

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

Name: _____
Notary Public - State of Illinois

My commission expires:

EXHIBIT A

COLES CENTRE HOSPITALITY, LLC

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) **SS.**
COUNTY OF _____)

On this _____ of January, 2009, before me appeared _____, to me personally known, who being, by me duly sworn, did say that he is the _____ of **COLES CENTRE HOSPITALITY, LLC**, a limited liability company authorized and existing under the laws of the State of Illinois, and that said instrument was signed on behalf of said company by authority of its board of directors and acknowledged said instrument to be the free act and deed of said company.

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

Name: _____
Notary Public - State of _____

My commission expires:

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION OF THE COLES CENTRE HOSPITALITY AREA

EXHIBIT A

EXHIBIT B

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Coles Centre Hospitality, LLC, an Illinois limited liability company (“Developer”), pursuant to that certain Redevelopment Agreement dated as of _____, 2009, between the City of Mattoon, Illinois (the “City”), and the Developer (the “Agreement”), hereby certifies to the City as follows:

- 1. As of _____, _____, the construction of [Phase I][Phase II][Phase III] of the Coles Centre Hospitality Project (as such terms are defined in the Agreement) has been substantially completed in accordance with the Agreement.
- 2. [Phase I][Phase II][Phase III] of the Coles Centre Hospitality Project has been substantially completed pursuant to the Agreement.
- 3. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence Developer’s satisfaction of all material obligations and covenants with respect to [Phase I][Phase II][Phase III] of the Coles Centre Hospitality Project.
- 4. The acceptance (below) or the failure of the City to object in writing to this Certificate within sixty (60) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such sixty (60) days) shall evidence the satisfaction of the Developer’s agreements and covenants to construct [Phase I][Phase II][Phase III] of the Coles Centre Hospitality Project.

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

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20__.

COLES CENTRE HOSPITALITY, LLC

By: _____
Name: _____

EXHIBIT A

ACCEPTED:

CITY OF MATTOON, ILLINOIS

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT A

EXHIBIT C

CERTIFICATE OF ELIGIBLE PROJECT COSTS

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

RE: City of Mattoon, Illinois, Coles Centre Hospitality Area

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2009 (the "Agreement") between the City and Coles Centre Hospitality, LLC In connection with said Agreement, the undersigned hereby states and certifies that:

- 1. Each item listed on **Schedule 1** hereto is an Eligible Project Cost under the TIF Act, the Redevelopment Plan and the Agreement and shall be paid from the Special Tax Allocation Fund – Coles Centre Hospitality Account.
- 2. Each item listed on **Schedule 1** was incurred in connection with the construction of the Coles Centre Hospitality Project.
- 3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Tax Allocation Fund – Coles Centre Hospitality Account and no part thereof has been included in any other certificate previously filed with the City.
- 4. If any cost item to be paid or reimbursed under this Certificate is deemed not to constitute a “redevelopment project cost” within the meaning of the TIF Act the Developer may substitute other Eligible Project Costs for payment hereunder.
- 5. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this ____ day of _____, 20__

COLES CENTRE HOSPITALITY, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

Approved for payment this ____ day of _____, 20__:

CITY OF MATTOON, ILLINOIS

By: _____

Title: _____

EXHIBIT A

EXHIBIT D

CONCEPT SITE PLAN

EXHIBIT A

EXHIBIT E

SALES TAX REPORTING RELEASE FOR THE STATE OF ILLINOIS

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

AUTHORIZATION TO RELEASE SALES TAX INFORMATION

The undersigned is an owner/authorized officer of _____ (“Taxpayer”) which is doing business in the retail Business Location known as the I-57 East Business District (the “Business Location”) located at **[Project Location]** Mattoon, Illinois (the “City”).

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

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

Taxpayer: _____

By: _____

Name: _____

Title: _____

IBT#: _____

Phone: _____

Date: _____

City Address: _____

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2009-5268

**AN ORDINANCE APPROVING AN AGREEMENT
BETWEEN THE CITY OF MATTOON, ILLINOIS AND
THE STATE OF ILLINOIS DEPARTMENT OF
TRANSPORTATION.**

WHEREAS, the City of Mattoon has implemented a Tax Increment Financing District and a Business District near the intersection of Illinois Route 16 and Lerna Road in Mattoon, known as the I-57 East TIF District and the I-57 East Business District; and

WHEREAS, through the I-57 East TIF District and the I-57 East Business District, the City intends to enter into certain redevelopment agreements with Coles Centre, L.L.C. and Coles Centre Hospitality L.L.C. that call for the redevelopment of over one hundred thirty (130) acres at the intersection of Illinois Route 16 and Lerna Road; and

WHEREAS, the City of Mattoon has caused to be prepared and submitted to the Department of Transportation Intersection Design Studies for the intersection of Illinois Route 16 and Lerna Road and the intersection of Lerna Road and Thomason Drive; and,

WHEREAS, the Public Works Director has been working with the Department of Transportation to come to an agreement on the terms and timing for the construction necessary to handle the increased traffic caused by the redevelopment of the 130 acres; and,

WHEREAS, The State of Illinois Department of Transportation is asking the City of Mattoon to enter into an agreement (attached hereto and incorporated herein as **Exhibit A**) memorializing the understandings with regard to the rights and obligations of each party concerning the future upgrades necessitated by the redevelopment; and,

WHEREAS, the City intends to pay for any improvements required under this agreement with monies from the I-57 East TIF District and the I-57 East Business District.

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

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

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

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

Section 4. This Ordinance shall be in full force and effect from and after the date of

its passage and approval as provided by law.

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

EXHIBIT A

FAP Route 91 (Illinois Route 16)
With FAU 7705 (Lerna Road)
(Proposed Coles Centre Drive and
Thomason Drive)
Section: 1 MFT
Coles County
Agreement No. JN 709 002

AGREEMENT

This Agreement is made and entered into on this _____ day of _____, 20____ between the CITY OF MATTOON, of the State of Illinois, hereinafter called the "CITY", in cooperation with an un-named developer, hereinafter called the DEVELOPER, and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE".

WITNESSETH:

WHEREAS, the CITY, in cooperation with the DEVELOPER, is desirous of developing a property on the south side of FAP 91 (IL Route 16), between FAU 7705 (Lerna Road) and FAI 57 (I57) in Mattoon, and;

WHEREAS, the CITY is desirous of gaining access to the development from IL 16 and has filed a request for an access permit from the STATE to construct a right turn only entrance and right turn only exit approximately 775 feet west of Lerna Road at station 145+08 on IL 16 and;

WHEREAS, the CITY is desirous of gaining access to the development from FAU 7705 (Lerna Road), a state maintained route which intersects IL 16 at approximate station 993+72, and has filed a request for an access permit from the STATE to construct a westerly extension to Thomason Drive (muni 2000), a public street and part of the existing municipal street system; and

WHEREAS, the CITY, in order to incorporate the proposed intersections into the municipal street system is proposing to construct Coles Centre Drive from IL 16 southerly to an intersection with proposed Coles Centre Parkway which will extend in an easterly direction and a curvilinear fashion to intersect with the proposed westerly extension of Thomason Drive as shown on the DEVELOPER'S original plan; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows

- 1) The CITY and STATE agree that: work for the entire project is described and shall be completed in phases
 - a) Phase one includes but is not limited to:
 - i) Acquiring all necessary rights-of-way for proposed development including the roadways. Fee title or dedication of the roadways must be held by the City;
 - ii) Constructing new pavements for Coles Centre Drive, Coles Center Parkway and Thomason Drive conforming to the permit issued for the construction, IDOT Policy "Access to State Highways", and the most current "Standard Specifications for Road and Bridge Construction" and in accordance with the plans and specifications as prepared by the Developer and approved by the State;

EXHIBIT A

- iii) Constructing a public road and intersection at IL 16 for Coles Centre Drive from the south edge of pavement of IL 16 southerly to Coles Center Parkway, providing a 12 foot and variable width right turn only lane for east bound traffic on IL 16 to turn onto Coles Centre Avenue, 8' Hot mix asphalt shoulder and a 2' type A aggregate shoulder;
 - iv) Constructing a public road and intersection for Thomason Drive from the west edge of Lerna Road to Coles Center Parkway providing, a 13 foot through traffic lane in each direction, a 13' and variable width left turn only lane and 18' and variable width raised concrete median, curb and gutter, and storm sewer;
 - v) Constructing Coles Center Parkway from Coles Center Drive to Thomason Drive
 - vi) Adding Landscaping, and Striping;
 - vii) By performing all other work necessary to complete the improvement in accordance with the state approved plans and specifications.
- b) Phase two includes but is not limited to:
- i) Upgrading signals at Lerna Road and IL 16
 - ii) Installing signals at Lerna Road and Thomason Drive (if warranted)
 - iii) Constructing for each intersection, left and right turn lanes and widening as specified by an approved intersection design studies for the year of construction and specifications in force at the time of construction.
 - iv) And by performing all other work necessary to complete the improvement in accordance with the state approved plans and specifications.
- 2) The City agrees to make the surveys, obtain all necessary rights of way, prepare plats, plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
- 3) The City agrees to pay for all right-of-way, construction and engineering costs for phase one and two without reimbursement by the STATE.
- 4) The CITY agrees to provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Accommodation of Utilities on Right of Way of the Illinois State Highway System
- 5) The CITY agrees to apply for, execute and abide by an access permit from the Department of Transportation. This agreement and said permit will expire if Phase one is not completed by the close of the third fiscal year following the fiscal year in which this Agreement is executed,
- 6) The CITY agrees, that a permit for intersection of IL 16 and Coles Centre Drive will be issued without requesting or filing an "Order to Rescind an Established Freeway" with the conditions that a municipal street system connector would be constructed and that Traffic signals and other work in phase two will be completed in its entirety coincident with, before, but no later than two years after the following condition is met:
- a) The Average Daily Traffic (ADT) Count, as determined by the STATE, on the newly constructed west leg of Thomason Drive reaches 3000. Current ADT is 0.
- 7) The CITY certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency

EXHIBIT A

- (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- 8) The CITY agrees to include the certifications, listed in item 7 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- 9) The CITY agrees that no Federal or State funds are being used for Phase one of this project.
- 10) The CITY has adopted and will put into effect an appropriate ordinance, prior to advertising for the proposed work to be performed hereunder, requiring that parking be prohibited on IL 16 and Lerna Road within the limits of this improvement, a copy of which is attached hereto as "Exhibit B", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
- 11) The CITY has adopted and shall enforce an ordinance prior to advertising for the proposed work to be performed hereunder, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".
- 12) The CITY has adopted and will put into effect an appropriate ordinance, prior to advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit E".
- 13) Prior to advertising for the work proposed hereunder, the disposition of existing encroachments will be cooperatively resolved with representatives from the CITY and the STATE.
- 14) The CITY shall maintain, for a minimum of 5 years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other State auditors and the CITY agrees to cooperate fully with an audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

EXHIBIT A

- 15) The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances not shown on the plans, private or commercial, along, or within the Access Control limits of IL 16 or the right of way of Lerna Road without the consent of the STATE.
- 16) Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, those portions of the improvement within its jurisdiction as established in this document that are not maintained by the STATE including the pavements, the adjacent curb and gutter, adjacent shoulders, sidewalks, guardrails, crosswalks and stop line markings, the storm sewer and detention systems and CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain all of the storm sewers and appurtenances by: performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids, all structural failures within the city's jurisdiction.
- 17) Upon acceptance by the STATE of the traffic signal work included in phase two of the project as described herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

<u>Intersection</u>	<u>% of Maintenance Responsibility</u>			<u>% of Energy Charges Responsibility</u>			<u>Agency Performing Maintenance</u>
	State	City	Other	State	City	Other	
IL Route 16 @ Lerna Road	100	0	0	100	0	0	City of Mattoon
Lerna Road @ Proposed Thomason Drive	50	50	0	50	50	0	City of Mattoon

- 18) Upon acceptance by the STATE of the new traffic signal installations and of the completed project as described herein, the responsibility for maintenance and energy outlined above shall become a part of the Intergovernmental agreement for Local Agency Maintenance of Traffic Control Devices, hereinafter called the "Master Agreement" executed by the State and the CITY on August 16, 2001 or current agreement in force for year of construction.
- 19) It is further agreed that the traffic signals shall be maintained to at least the Level of Maintenance shown in Exhibit B of the Master Agreement.
- 20) The CITY agrees to pay for and make arrangements for the local Power Company to furnish the electrical energy for the operation of the traffic signals. The CITY will pay for all installation costs, including but not limited to deposits, labor, poles, lines and other materials to provide the service.
- 21) The CITY agrees to bill the State according to the Master Agreement.
- 22) Upon final field inspection of the improvement and so long as IL 16 is used as a State Highway, the STATE agrees to maintain or cause to be maintained all through and turn lanes on IL 16 and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.

EXHIBIT A

- 23) Upon final field inspection of the improvement and so long as Lerna Road is used as a State Highway, the STATE agrees to maintain or cause to be maintained all through and turning lanes on Lerna Road and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
- 24) The CITY and STATE have mutually agreed to the jurisdiction. The CITY has agreed to accept jurisdiction of the completed project except the portion held by the STATE prior to this agreement and new improvements within State Right of Way along IL16 and Lerna Road. The State has agreed to retain jurisdiction that it held prior to this agreement and the improvements within the Right of Way of IL 16 and Lerna Road unless otherwise stated in this agreement.
- 25) It is mutually agreed that neither this agreement nor the access permit constitute a sale or lease of any right of way or release of access control. No compensation has been paid to the State for the permitted access on IL 16 as defined in this agreement. The State has not filed an Order to Rescind an Established Freeway. Therefore, no future compensation will be paid to the city or to any other party in the event that the permitted access is rescinded changed or otherwise denied.
- 26) It is mutually agreed that obligations of the STATE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
- 27) It is mutually agreed that this AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering Phase one construction work is not permitted and awarded within the two years.
- 28) It is mutually agreed that this agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY of MATTOON

Attest:

Clerk

(SEAL)

By: _____

TITLE: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Printed Name: Roger J Driskell

Title: Deputy Director / Region 4 Engineer

Signature: _____

Date: _____

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2009-5269

AN ORDINANCE IN RELATION TO MOTOR VEHICLE PARKING

WHEREAS, the CITY of MATTOON, has entered into an Agreement with the STATE OF ILLINOIS, acting by and through its Department of Transportation, for the construction of a municipal roadway system connecting to both FAP 91 (IL Route 16), and FAU 7705 (Lerna Road), in order to aid in the development of adjacent land; and

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

Section 1: It shall be unlawful for any person, firm or corporation to park any motor vehicle within the area indicated below:

FAP 91 (IL Route 16), for its entire length from FAI 57 to Lerna Road and

FAU 7705 (Lerna Road) from IL 16 to 550 feet past Thomason Drive

Section 2: Any person who violates any provision of this ordinance is guilty of a misdemeanor and on conviction thereof shall be punished by a fine of not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00) for each offense.

Section 3: This ordinance is intended to be and shall be in addition to all other ordinances, rules and regulations concerning parking and shall not be construed as rescinding or repealing any other ordinance or part of any ordinance unless it is in direct conflict therewith.

Section 4: This ordinance shall take effect and be in full force upon its passage, approval and legal publication as required by law, and the City Clerk is hereby directed to cause this ordinance to be published immediately after its due passage and approval.

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

STATE OF ILLINOIS)
) SS
COUNTY OF COLES)

I, Mrs. _____, Clerk in and for the City of Mattoon, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the Mayor and City Council at a meeting on January 20, 2009.

Clerk

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2009-5270

AN ORDINANCE IN PROHIBITING THE DISCHARGE OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER INTO THE STORM SEWER OR DRAINAGE FACILITY CONSTRUCTED WITH IMPROVEMENT FAP 91 (IL ROUTE 16), AND FAU 7705 (LERNA ROAD), IN THE CITY OF MATTOON, COLES COUNTY, ILLINOIS

WHEREAS, the CITY of MATTOON, has entered into an Agreement with the STATE OF ILLINOIS, acting by and through its Department of Transportation, for the construction of a municipal roadway system connecting to both FAP 91 (IL Route 16), and FAU 7705 (Lerna Road), in order to aid in the development of adjacent land; and

WHEREAS, this improvement includes the construction of storm sewers and/ or appurtenances for highway drainage.

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

Section 1: It shall be unlawful for any person, firm or corporation to connect or cause to be connected any drain carrying or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances into any storm sewer constructed as part of this improvement.

Section 2: This ordinance is intended to be and shall be in addition to all other ordinances, rules and regulations concerning storm sewers and shall not be construed as rescinding or repealing any other ordinance or part of any ordinance unless it is in direct conflict therewith.

Section 3: Any person, firm or corporation violating this Ordinance shall be fined not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00) for each offense and separate offense shall be deemed committed each and every day during which a violation continues or exists.

Section 4: That this Ordinance shall be in effect from and after its passage, approval and publication as provided by law.

Be it further ordained that the City of Mattoon does hereby authorize and empower the Mayor to execute this ordinance on behalf of the City of Mattoon; and

Be it further ordained that the City Clerk is hereby directed to transmit three certified copies of this ordinance to the Illinois Department of Transportation through its District Engineer's office at 400 W. Wabash Effingham, Illinois 62401.

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

STATE OF ILLINOIS)
) SS
COUNTY OF COLES)

I, Mrs. _____, Clerk in and for the City of Mattoon, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the Mayor and City Council at a meeting on January 20, 2009.

Clerk

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2009-5271

**AN ORDINANCE REGULATING ENCROACHMENT ON
PUBLIC RIGHT OF WAY IN THE CITY OF MATTOON, COLES COUNTY, ILLINOIS**

WHEREAS, the CITY of MATTOON, has entered into an Agreement with the STATE OF ILLINOIS, acting by and through its Department of Transportation, for the construction of a municipal roadway system connecting to both FAP 91 (IL Route 16), and FAU 7705 (Lerna Road), in order to aid in the development of adjacent land; and

WHEREAS, this improvement includes the purchase of Right of Way, in order to facilitate said construction it is necessary for the City of Mattoon to adopt an ordinance regulating encroachment on the right of way for said improvement in accordance with the following definitions:

Roadway right of way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by permanent easement and temporary easement during the time the easement is in effect.

Project right of way is defined as those areas within the project right of way lines established jointly by the City of Mattoon and the State which will be free of encroachments except as hereinafter defined;

Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) or any other structure or object of any kind (with the exception of utilities and public road signs), which placed, located or maintained, in, on, under or over any portion of the project right of way or the roadway right of way where no project right of way line has been established;

Permissible encroachment is defined as any existing awning, marquee or sign advertising activity on the property, or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is no sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported by poles constructed outside the project right of way line and not confined by adjacent buildings;

Construction easement area is defined as the area lying between the project right of way limits and the platted street limits within the City of Mattoon, by concurrence in the establishment of the project right of way lines, will permit the STATE to enter to perform all necessary construction operations; and

WHEREAS, representatives of the city, the state and the Federal Highway Administration, will have, by visual inspection, cooperatively establish project right of way line and mutually determine the disposition of encroachments,

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

Section 1: It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any encroachment (herein above defined), except as provided in Section 3, within the limits of the project right of way or the roadway right of way where no project right of way limits have been established.

Section 2: The Project right of way limits have been established and shown in the plans.

Section 3: No revocable permits have been issued by the State for the temporary retention of PERMISSIBLE ENCROACHMENTS.

Section 4: This ordinance is intended to be and shall be in addition to all other ordinances, rules and regulations concerning Encroachment and shall not be construed as rescinding or repealing any other ordinance or part of any ordinance unless it is in direct conflict therewith.

Section 5: Any person, firm or corporation violating this Ordinance shall be fined not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00) for each offense and separate offense shall be deemed committed each and every day during which a violation continues or exists.

Section 6: That this Ordinance shall be published one time within ten days after its passage in a newspaper having a general circulation in the City of Mattoon, Illinois, and shall be in full force and effect after its passage, approval and publication as provided by law.

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

STATE OF ILLINOIS)
) SS
COUNTY OF COLES)

I, Mrs. _____, Clerk in and for the City of Mattoon, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the Mayor and City Council at a meeting on January 20, 2009.

Clerk

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2009-5272

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MATTOON, ILLINOIS AND COLES CENTRE
L.L.C. AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.**

WHEREAS, pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the “TIF Act”), the City Council on December 5, 2006 (1) approved a plan entitled “Tax Increment Financing Redevelopment Project and Plan – I-57 East Redevelopment Project Area” (the “Redevelopment Plan”), (2) designated certain real property located in the City as the I-57 East Redevelopment Project Area, which includes land owned by Coles Centre L.L.C., and (3) adopted tax increment financing for the I-57 East Redevelopment Project Area; and

WHEREAS, pursuant to the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et seq.*, as amended (the “Business District Act”), the City Council on September 2, 2008 (1) approved a plan entitled “I-57 East Business District Plan” (the “Business District Plan”), (2) designated certain real property located in the City as a business district (the “Business District”), which includes land owned by Coles Centre L.L.C., and (3) authorized the imposition of certain additional sales taxes within the Business District; and

WHEREAS, in response to a solicitation of proposals by the City for redevelopment of certain property that includes the owned by Coles Centre L.L.C., (the “Redevelopment Area”), Coles Centre L.L.C. (the “Developer”) submitted a proposal (the “Redevelopment Proposal”) for redevelopment of the Redevelopment Area; and

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

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

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

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

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

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

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

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

AYES (Names): _____
NATYS (Names): _____
ABSENT (Names): _____

Approved this _____ day of _____, 2009.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

EXHIBIT A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of January, 2009, by and between the **CITY OF MATTOON, ILLINOIS** (the “City”), a non-home rule city and political subdivision of the State of Illinois, and **COLES CENTRE, L.L.C.** (the “Developer”), a limited liability company duly authorized and existing under the laws of the State of Illinois.

1. Pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the “Act”), the City Council of the City has adopted tax increment financing for a “redevelopment project area” known as the I-57 East Redevelopment Project Area, which includes an approximately 109.12 acre site owned by the Developer and described on **Appendix A** hereto (the “Developer Area”).

2. The Developer desires to undertake the infrastructure improvements in the Developer Area as described in this Agreement (the “Project”) and shown on the Plan attached hereto as **Appendix B** (the “Plan”).

3. The City desires to induce development in the Developer Area by entering into this Agreement and assisting in the development of the Developer Area as described herein.

Section 1. Obligations of the Developer.

(a) *Road, Sidewalk and Lights.* The Developer will acquire, construct and install, at its own expense, all roadways, sidewalks and street lighting in the Developer Area, as shown on the attached Plan. In addition, the Developer will construct, at its own expense, all connecting roads from the interior park road to Illinois Route 16 and Lerna Road as shown on the attached Plan.

(b) *Sewer.* The Developer will acquire, construct and install, at its own expense, sanitary sewer and storm drainage improvements in the Developer Area, as shown on the attached Plan. No upgrades are currently required by the City to the existing sanitary sewer and storm drainage system to complete the proposed project of Coles Centre Hospitality, LLC, consisting of a 30,000 square foot convention center along with two hotels (the “Coles Centre Hospitality Project”).

(c) *Water.* The Developer will acquire, construct and install, at its own expense, the water lines in the Developer Area, as shown on the attached Plan.

(d) *Signage.* The Developer agrees to grant the City easements in a location mutually acceptable to the City and the Developer in the Developer Area in order for the City to construct and maintain no more than 3 signs directing vehicles to I-57.

Section 2. Representations of the Developer. The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *Due Authority.* The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms except as enforcement may be limited by general principles of equity whether applied by a court of law or equity, including, without limitation: (1) principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies; (2) principles affording traditional equitable defenses (such as waiver, laches or estoppel) as applied to a party seeking enforcement; or (3) the requirement of good faith and fair dealing and the application of reasonable commercial standards of conduct in performance and enforcement of agreements on the part of the party seeking enforcement.

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

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

(d) *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

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

(f) *Corridor Development District.* The Developer acknowledges that the Developer Area is located within the Corridor Development District and that the Developer will comply with all standards and restrictions established by the City within the District.

Section 3. Obligations of the City.

(a) *TIF Funds.* The City agrees to use not less than 80% of all incremental property taxes generated in the Developer Area (“TIF Revenues”) to pay (1) costs relating to improvements benefiting the Developer Area, including the improvements described in (b) and (c) below, and (2) annual administrative costs of the City incurred in connection with the I-57 East Redevelopment Project Area, provided that all costs to be paid from TIF Revenues are eligible costs under the Act.

(b) *Access to Developer Area.* The City agrees to provide reasonable assistance to the Developer in securing access from Route 16 to the Developer Area. If future upgrades are required to Lerna Road by the Illinois Department of Transportation, as a result of increase development within the Developer Area, the City will construct such upgrades.

(c) *Water Lines.* If necessary to allow sufficient water flow and pressure to the Developer Area, the City will construct an additional 14” water line from the Standpipe under I-57 to the western edge of the water loop inside the Developer Area.

Section 4. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

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

(b) *No Defaults or Violation of Law.* The execution and delivery of this

Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

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

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

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

Section 5. Construction Schedule. The Developer shall commence the Project within 60 days after Coles Centre Hospitality LLC begins construction of the Coles Centre Hospitality Project, which is defined by conducting civil earthwork and site work. Completion of the Project shall be no later than 8 months after Coles Centre Hospitality LLC begins construction. If Coles Centre Hospitality LLC fails to begin construction, then the letter of credit provided by the Developer for purposes of approval of the subdivision plat for the Developer Area shall be released and returned by the City to the Developer within ten (10) days after written notice by the Developer to the City notwithstanding the provisions of Ordinance 88-4582 or any other ordinance of the City.

Section 6. Developer's Right of Termination. The Developer may, by giving written notice to the City, abandon the Project and terminate this Agreement and the Developer's obligations hereunder with respect thereto if the Developer determines, in its sole discretion, that the Project is no longer economically feasible. The City shall release and return to the Developer the letter of credit identified in Section 5 of this Agreement.

Section 7. City's Right of Termination. The City may terminate this Agreement at any time if the Developer fails to complete the Project within the time specified in **Section 5** (subject to extension in accordance with **Section 11**).

Section 8. Rights Following Termination. Upon termination of this Agreement, (a) the City shall have no obligation to reimburse the Developer for any costs incurred or paid by the Developer, and (b) neither the City nor the Developer shall have any further rights or

responsibilities to the other hereunder (except to the extent any of the specific provisions hereof by their express terms survive termination of this Agreement or by their nature require or contemplate completion after termination). The provisions of this section shall survive termination of this Agreement.

Section 9. Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void on that date which is 23 years from the date of adoption of the ordinance approving tax increment financing for the I-57 East Redevelopment Project Area.

Section 10. Remedies. In the case of a default under **Section 5**, the City may terminate this Agreement without providing the Developer an opportunity to cure such a default. In the case of any other default in or breach of any term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default), provided that (1) the breaching party has commenced such cure within said 30-day period, and (2) the breaching party diligently prosecutes such cure to completion. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied as provided above, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party. Notwithstanding the foregoing, the Developer hereby acknowledges that its sole and exclusive remedy against the City relative to any default or breach by the City hereunder shall be the remedy of specific performance and in no event shall the City be liable to the Developer for money damages. If either party files suit to enforce this Agreement against the other party, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

Section 11. Extensions of Time for Performance.

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; significant escalation of hostilities involving U.S. armed forces; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Project or any portion thereof; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; sudden illness or serious injury affecting the ability to work; or other causes beyond the parties' reasonable control, including, but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the adoption of tax increment financing for the Developer Area, the Project or this Agreement, or eminent domain actions (other than eminent domain litigation wherein valuation of a parcel is the only issue being litigated).

(b) No event under (a) shall be deemed to exist (1) as to any matter that could have

been avoided by the exercise of due care in accordance with industry standards, (2) as to any matter unreasonably sustained by the Developer, and (3) unless the Developer (i) uses good faith efforts to provide the City with a written notice within 20 days of the commencement of such claimed event specifying the event of force majeure, or (ii) demonstrates to the City's satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's control, has been unable to complete such obligations within the time specified in this Agreement.

Section 12. Indemnification and Release.

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

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

Section 13. Miscellaneous.

(a) *Choice of Law.* This Agreement shall be governed by the laws of the State of Illinois for all purposes and intents.

(b) *Entire Agreement; Amendment.* The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other

than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

(SEAL)

CITY OF MATTOON, ILLINOIS

By: _____
Name: David W. Cline
Title: Mayor

ATTEST:

Susan J. O'Brien
City Clerk

STATE OF ILLINOIS)
) **SS.**
COUNTY OF COLES)

On this ____ day of _____, 2009, before me appeared, **DAVID W. CLINE**, who being, by me duly sworn did say that he is the Mayor of the **CITY OF MATTOON, ILLINOIS**, a municipal corporation of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council; and acknowledged said instrument to be the free act and deed of said City.

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

Name: _____
Notary Public - State of Illinois

My commission expires:

COLES CENTRE, L.L.C.

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) **SS.**
COUNTY OF _____)

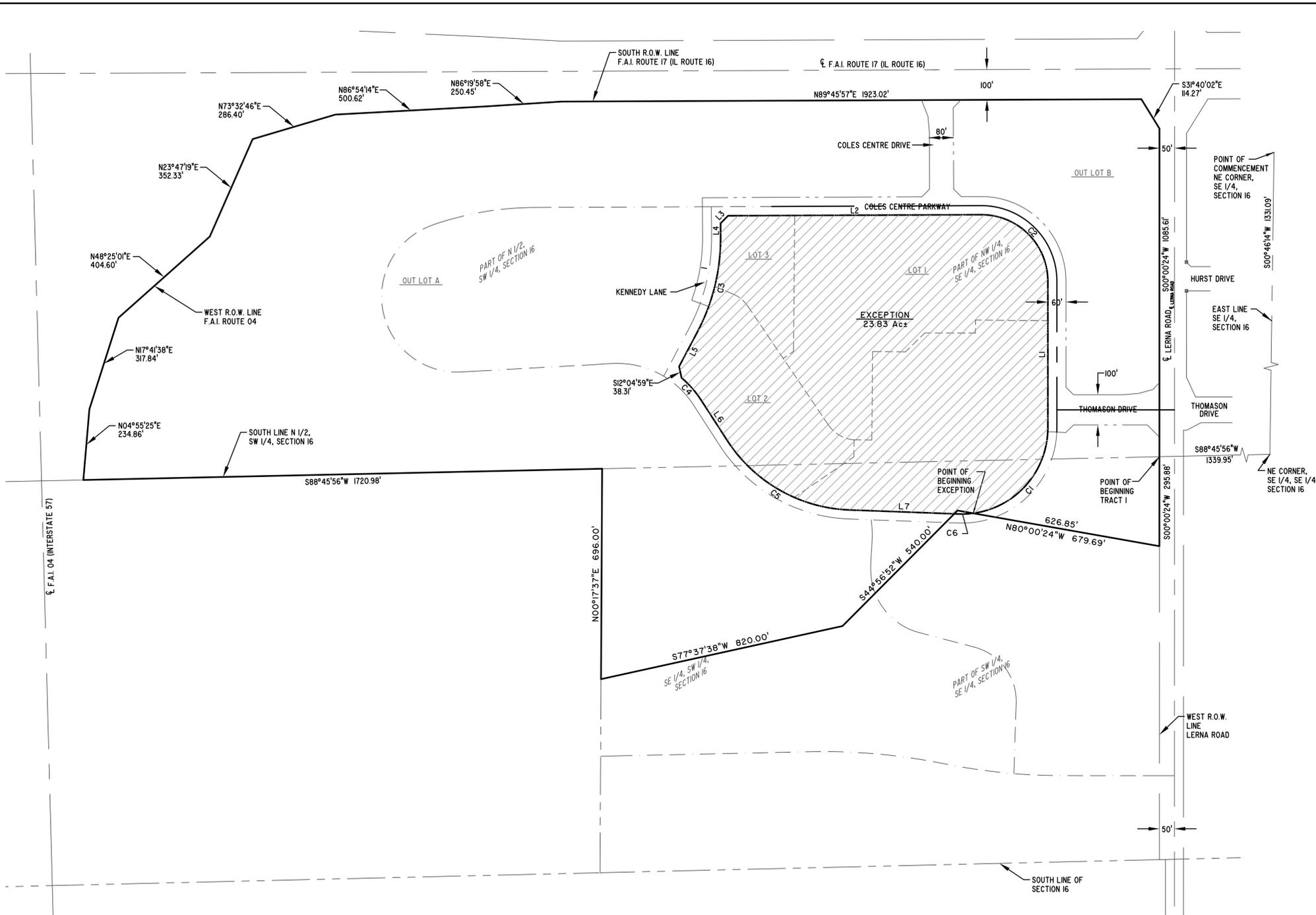
On this ____ of _____, 2009, before me appeared _____, to me personally known, who being, by me duly sworn, did say that he is the _____ of **COLES CENTRE, L.L.C.**, a limited liability company organized under the laws of the State of Illinois, and that said instrument was signed on behalf of said company by authority of its board of directors and acknowledged said instrument to be the free act and deed of said company.

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

Name: _____
Notary Public - State of _____

My commission expires:

EXHIBIT A



LEGAL DESCRIPTION

A part of Section 16, Township 12 North, Range 8 East, of the Third Principal Meridian, Coles County, Illinois, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter of said Section 16, being an iron pin;

Thence, S 00° 46' 14" W, all bearings are referenced to the Illinois State Plane Coordinate System, East Zone Datum 1983, along the East line of the Southeast Quarter of said Section 16, to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 16, a distance of 1331.09, to a point;

Thence, S 88° 45' 56" W, along the North line of the Southeast Quarter of the Southeast Quarter of said Section 16, to the West Right-of-Way line of Lerna Road, a distance of 1339.95 feet, to the POINT OF BEGINNING, being a point;

Thence, S 00° 00' 24" W, along the West Right-of-Way line of Lerna Road, to the South line of said Section 16, a distance of 295.88 feet, to a point;

Thence, N 80° 00' 24" W, a distance of 679.69 feet, to a point;

Thence, S 44° 56' 52" W, a distance of 540.00 feet, to a point;

Thence, S 77° 37' 38" W, a distance of 820.00 feet, to a point;

Thence, N 00° 17' 37" E, to the South line of the North Half of the Southwest Quarter of said Section 16, a distance of 696.00 feet, to an iron pin;

Thence, S 88° 45' 56" W, along the South line of the North Half of the Southwest Quarter of said Section 16, to the East Right-of-Way line of F.A.I. Route 04, a distance of 1720.98 feet, to an iron pin;

Thence, N 04° 55' 25" E, along the East Right-of-Way line of F.A.I. Route 04, a distance of 234.86 feet, to an iron pin;

Thence, N 17° 41' 38" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 317.84 feet, to an iron pin;

Thence, N 48° 25' 01" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 404.60 feet, to an iron pin;

Thence, N 23° 47' 19" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 352.33 feet, to an iron pin;

Thence, N 73° 32' 46" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 286.40 feet, to an iron pin;

Thence, N 86° 54' 14" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 500.62 feet, to an iron pin;

Thence, N 86° 19' 58" E, continuing along the East Right-of-Way line of F.A.I. Route 04, to the South Right-of-Way line of F.A.I. Route 17, a distance of 250.45 feet, to an iron pin;

Thence, N 89° 45' 57" E, along the South Right-of-Way line of F.A.I. Route 17, to the West Right-of-Way line of Lerna Road, a distance of 1923.02 feet, to an iron pin;

Thence, S 31° 40' 02" E, along the West Right-of-Way line of Lerna Road, a distance of 114.27 feet, to an iron pin;

Thence, S 00° 00' 24" W, along the West Right-of-Way line of Lerna Road, a distance of 1085.61 feet, to the POINT OF BEGINNING

EXCEPTING THEREFROM THE FOLLOW DESCRIBED PARCEL:

A part of the Southeast Quarter and part of the Southwest Quarter of Section 16, Township 12 North, Range 8 East, of the Third Principal Meridian, Coles County, Illinois, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter of said Section 16, being a point;

Thence, S 00° 46' 14" W, assumed bearing along the East line of the Southeast Quarter of said Section 16, to the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 16, a distance of 1331.09 feet, to a point;

Thence, S 88° 45' 56" W, along the South line of the North Half of the Southeast Quarter of said Section 16, a distance of 1339.95 feet, to a point;

Thence, S 00° 00' 24" W, a distance of 295.88 feet, to a point;

Thence, N 80° 00' 24" W, a distance of 626.85 feet, to the POINT OF BEGINNING, being a point;

Thence, Northeastly along a curve to the Left having a radius of 285.00 feet, an arc length of 409.91 feet, a chord bearing of N 41° 12' 39" E, and a chord length of 375.48 feet, to a point;

Thence, N 00° 00' 24" E, a distance of 485.30 feet, to a point;

Thence, Northwestly along a curve to the Left having a radius of 220.00 feet, an arc length of 346.50 feet, a chord bearing of N 45° 06' 50" W, and a chord length of 311.78 feet, to a point;

Thence, S 89° 45' 57" W, a distance of 839.76 feet, to a point;

Thence, S 44° 45' 57" W, a distance of 35.36 feet, to a point;

Thence, S 00° 14' 03" E, a distance of 47.12 feet, to a point;

Thence, Southerly along a curve to the Right having a radius of 660.00 feet, an arc length of 324.22 feet, a chord bearing of S 13° 50' 19" W and a chord length of 320.97 feet, to a point;

Thence, S 27° 54' 42" W, a distance of 129.98 feet, to a point;

Thence, S 12° 04' 59" E, a distance of 38.31 feet, to a point;

Page 2 of 2

Thence, Southeastly along a curve to the Right having a radius of 330.00 feet, an arc length of 97.62 feet, a chord bearing of S 41° 25' 56" E, and a chord length of 97.26 feet, to a point;

Thence, S 32° 57' 28" E, a distance of 160.07 feet, to a point;

Thence, Southeastly along a curve to the Left having a radius of 505.00 feet, an arc length of 484.24 feet, a chord bearing of S 60° 25' 41" E, and a chord length of 465.90 feet, to a point;

Thence, S 87° 53' 55" E, a distance of 363.03 feet, to a point;

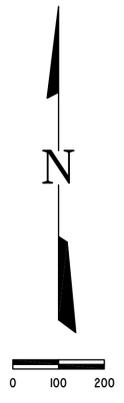
Thence, Easterly along a curve to the Left having a radius of 285.00 feet, an arc length of 48.18 feet, a chord bearing of N 87° 15' 30" E, and a chord length of 48.12 feet, to the POINT OF BEGINNING and containing 28.83 acres, more or less.

CONTAINING 109.12 ACRES, MORE OR LESS.

LINE	LENGTH	BEARING
L1	485.30'	N00°00'24"E
L2	839.76'	S89°45'57"W
L3	35.36'	S44°45'57"W
L4	47.12'	S00°14'03"E
L5	129.98'	S27°54'42"W
L6	160.07'	S32°57'28"E
L7	363.03'	S87°53'55"E

Curve	Radius	Length	Chord Brg	Chord L	Delta
C1	285.00'	409.91'	N41°12'39"E	375.48'	82°24'30"
C2	220.00'	346.50'	N45°06'50"W	311.78'	90°14'27"
C3	660.00'	324.22'	S13°50'19"W	320.97'	28°08'45"
C4	330.00'	97.62'	S41°25'56"E	97.26'	16°56'56"
C5	505.00'	484.24'	S60°25'41"E	465.90'	54°56'27"
C6	285.00'	48.18'	N87°15'30"E	48.12'	9°41'11"

LEGEND
 EXCEPTION (23.83 Ac±)



All bearings are referenced to the Illinois State Plane Coordinate System East Zone Datum of 1983. BASE: LAKE

State of Illinois)
) SS
 County of Coles)

I, Charles A. Grunloh, Illinois Professional Land Surveyor No. 2516, employed by Milano & Grunloh Engineers, LLC, do hereby state that this is a just and correct survey and is as platted hereon. This professional service conforms to the current Illinois minimum standards for a boundary survey.

In witness whereof, I have hereunto set my hand and affixed my Illinois Land Surveyor's Seal this 2nd day of December, 2008 A.D.

Charles A. Grunloh, P.L.S. No. 2516 My License Expires 11-30-10

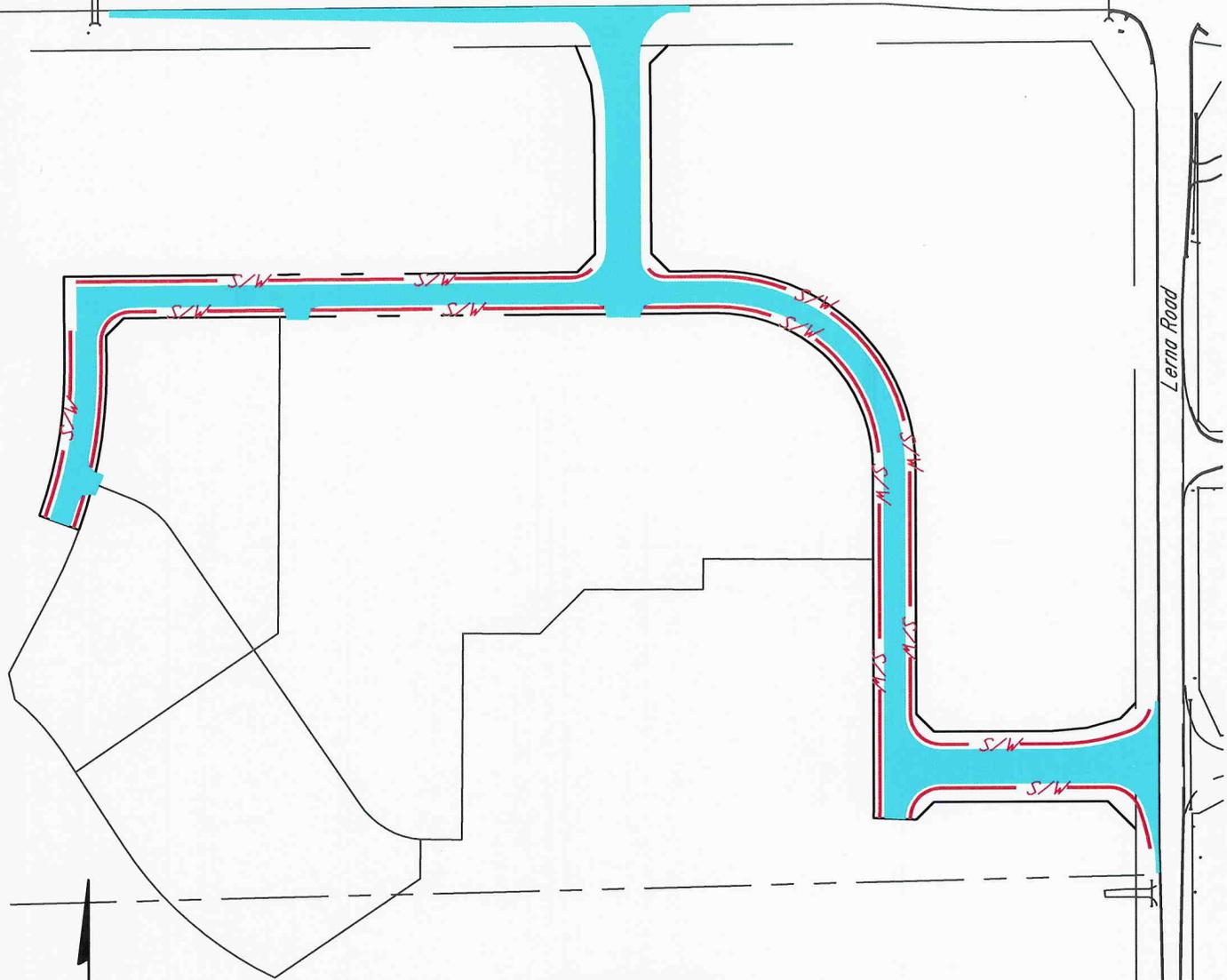
MILANO & GRUNLOH ENGINEERS, LLC
 114 WEST WASHINGTON
 P.O. BOX 897
 EFFINGHAM, ILLINOIS 62401
 Phone: (217) 347-7262
 (800) 677-2714
 Fax #: (217) 342-3433
 Web Address: www.mgeni.com
 Design Firm #: 184-00308
 File name: S:\DWG\07\07285\dwg\TIF.dwg
 Plot date: 12/02/08 at 08:00

TIF BOUNDARY
 PART OF SECTION 16
 T12N, R8E, 3RD PM
 COLES COUNTY, ILLINOIS

EXHIBIT B

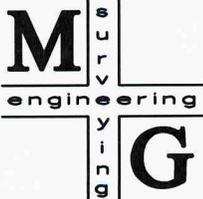
Illinois Route 16

Lerna Road



LEGEND

-  STREET PAVEMENT
-  SIDEWALK



MILANO & GRUNLOH ENGINEERS, LLC
114 WEST WASHINGTON
P.O. BOX 897
EFFINGHAM, ILLINOIS 62401
Phone: (217) 347-7262
(800) 677-2714
Fax #: (217) 342-3433
Web Address: www.mgengineers.com
Design Firm #: 184-003108

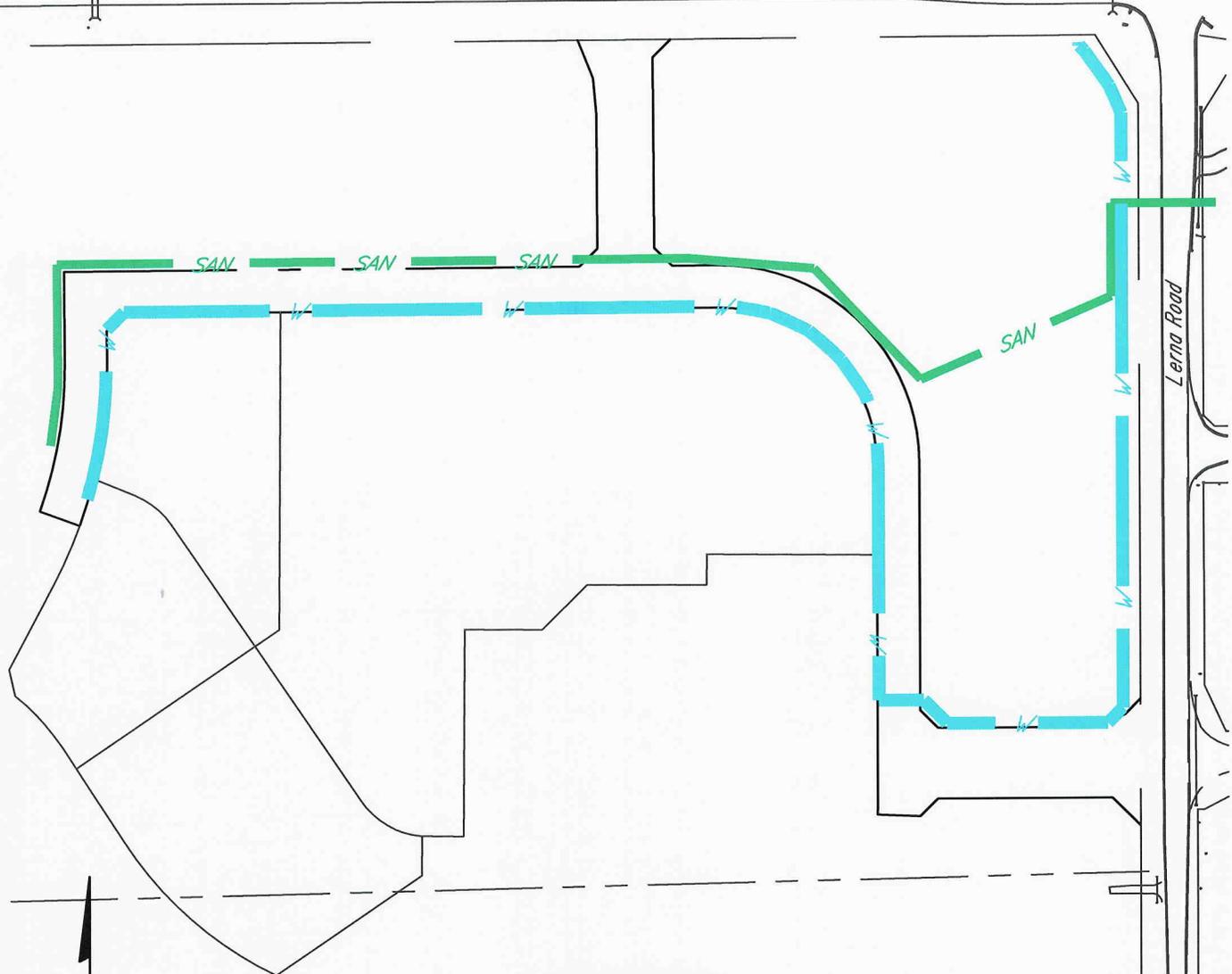
EXHIBIT
STREET AND SIDEWALK IMPROVEMENTS
COLES CENTRE SUBDIVISION
MATTOON, ILLINOIS

Ordinance 2009-5272

EXHIBIT B

Illinois Route 16

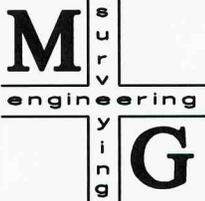
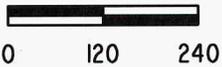
Lerna Road



N

LEGEND

-  WATER MAIN
-  SANITARY SEWER



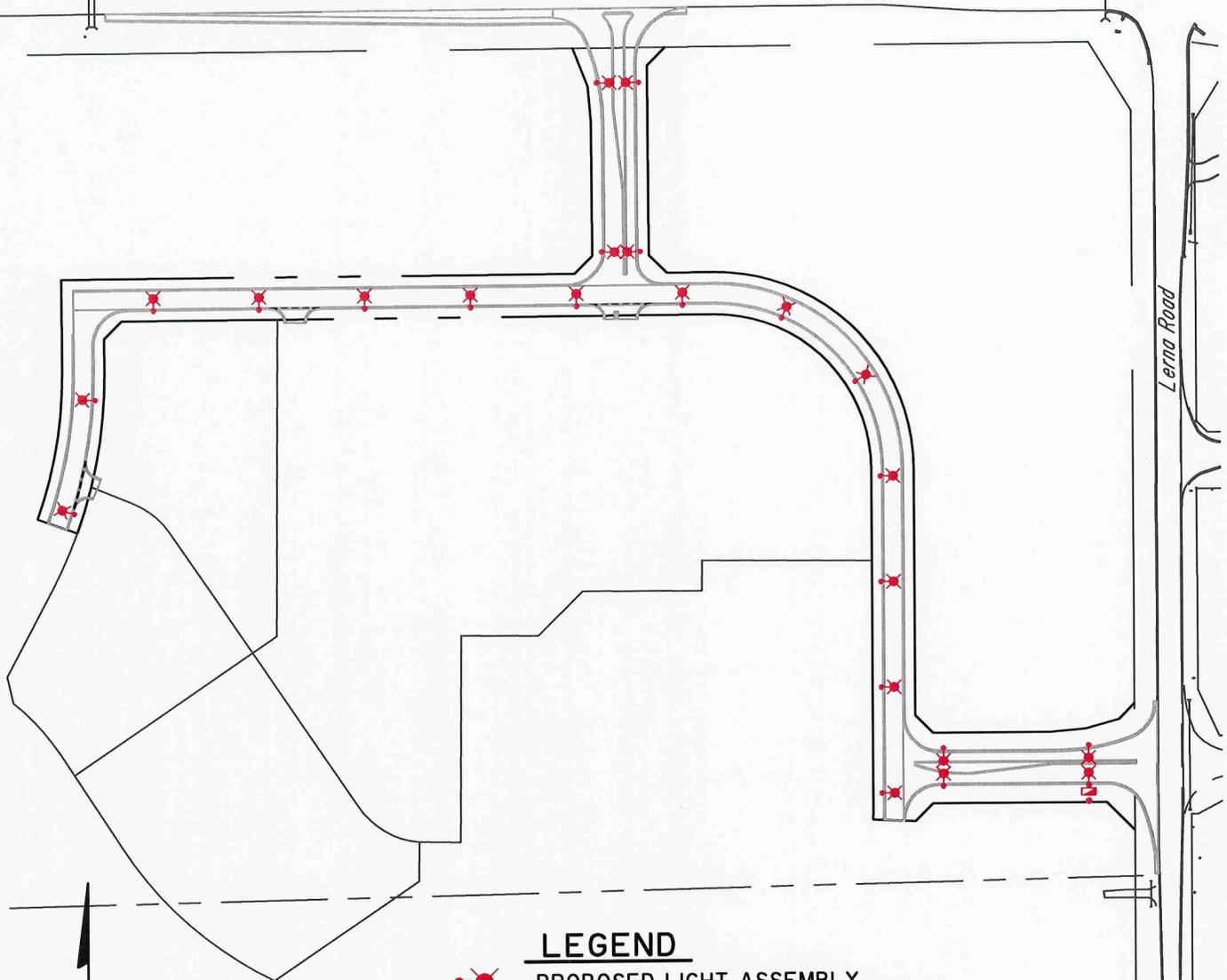
MILANO & GRUNLOH ENGINEERS, LLC
114 WEST WASHINGTON
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Phone: (217) 347-7262
(800) 677-2714
Fax #: (217) 342-3433
Web Address: www.mgengineers.com
Design Firm #: 184-003108

EXHIBIT
WATER AND SANITARY SEWER
IMPROVEMENTS
COLES CENTRE SUBDIVISION
MATTOON, ILLINOIS Ordinance 2009-5272

EXHIBIT B

Illinois Route 16

Lerna Road



LEGEND



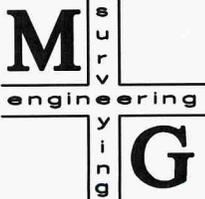
PROPOSED LIGHT ASSEMBLY



PROPOSED LIGHTING CONTROLLER



PROPOSED ELECTRIC SERVICE INSTALLATION



MILANO & GRUNLOH ENGINEERS, LLC
114 WEST WASHINGTON
P.O. BOX 897
EFFINGHAM, ILLINOIS 62401
Phone: (217) 347-7262
(800) 677-2714
Fax #: (217) 342-3433
Web Address: www.mgeengineers.com
Design Firm #: 184-003108

EXHIBIT
STREET LIGHTING
COLES CENTRE SUBDIVISION
MATTOON, ILLINOIS

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2009-1315

AN ORDINANCE VACATING THE DEED OF DEDICATION AND THE FINAL PLAT OF SUBDIVISION FOR LAND OWNED BY COLES CENTRE, L.L.C. AND MANAGED BY AGRACEL, INC., COMMONLY KNOW AS COLES CENTRE

WHEREAS, Coles Centre L.L.C. as owner and Agracel Inc. as acting managing partner has surveyed and subdivided into a blocks and street right-of-ways as shown on the final plat **Coles Centre** provided to the City Council in accordance with the Statute of the State of Illinois in such made and provided; and

WHEREAS, said plat of the subdivision known as **Coles Centre**, City of Mattoon, Coles County, Illinois has been submitted to the City Council of the City of Mattoon and approval on December 16th 2003, in the manner as by law required; and

WHEREAS, said plat of the subdivision known as **Coles Centre**, City of Mattoon, Coles County, Illinois has been filed and recorded with the Coles County Recorder's Office on October 6th 2004, in the manner as by law required; and

WHEREAS, construction of street right-of ways and other portions of **Coles Centre** has not been implemented and there has been a desire to redesign said subdivision;

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 **Coles Centre** and the **Deed of Dedication**, to the City of Mattoon, Coles County, Illinois, be hereby vacated by the City Council 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 _____, 2009, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2009-1316

**AN ORDINANCE APPROVING THE FINAL SUBDIVISION PLAT OF
COLES CENTRE SUBDIVISION**

WHEREAS, Coles Centre L.L.C. as owner and Agracel Inc. as acting managing partner of the following described property:

A part of Section 16, Township 12 North, Range 8 East, of the Third Principal Meridian, Coles County, Illinois, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter of said Section 16, being an iron pin; Thence, S 00° 46' 14" W, all bearings are referenced to the Illinois State Plane Coordinate System, East Zone Datum 1983, along the East line of the Southeast Quarter of said Section 16, to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 16, a distance of 1331.09, to a point; Thence, S 88° 45' 56" W, along the North line of the Southeast Quarter of the Southeast Quarter of said Section 16, to the West Right-of-Way line of Lerna Road, a distance of 1339.95 feet, to the POINT OF BEGINNING, being a point; Thence, S 00° 00' 24" W, along the West Right-of-Way line of Lerna Road, to the South line of said Section 16, a distance of 1332.88 feet, to an iron pin; Thence, S 88° 39' 33" W, along the South line of said Section 16, a distance of 1855.50 feet, to an iron pin; Thence, N 00° 17' 37" E, to the South line of the North Half of the Southwest Quarter of said Section 16, a distance of 1336.49 feet, to an iron pin; Thence, S 88° 45' 56" W, along the South line of the North Half of the Southwest Quarter of said Section 16, to the East Right-of-Way line of F.A.I. Route 04, a distance of 1720.98 feet, to an iron pin; Thence, N 04° 55' 25" E, along the East Right-of-Way line of F.A.I. Route 04, a distance of 234.86 feet, to an iron pin; Thence, N 17° 41' 38" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 317.84 feet, to an iron pin; Thence, N 48° 25' 01" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 404.60 feet, to an iron pin; Thence, N 23° 47' 19" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 352.33 feet, to an iron pin; Thence, N 73° 32' 46" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 286.40 feet, to an iron pin; Thence, N 86° 54' 14" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 500.62 feet, to an iron pin; Thence, N 86° 19' 58" E, continuing along the East Right-of-Way line of F.A.I. Route 04, to the South Right-of-Way line of F.A.I. Route 17, a distance of 250.45 feet, to an iron pin; Thence, N 89° 45' 57" E, along the South Right-of-Way line of F.A.I. Route 17, to the West Right-of-Way line of Lerna Road, a distance of 1923.02 feet, to an iron pin; Thence, S 31° 40' 02" E, along the West Right-of-Way line of Lerna Road, a distance of 114.27 feet, to an iron pin; Thence, S 00° 00' 24" W, along the West Right-of-Way line of Lerna Road, a distance of

1085.61 feet, to the POINT OF BEGINNING and containing 147.94 acres, more or less.

has caused said premises to be surveyed and subdivided into a lots and street right-of-ways 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 Coles Centre Subdivision, 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 and zoning 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 **Coles Centre Subdivision**, 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 _____, 2009, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

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

ATTEST:

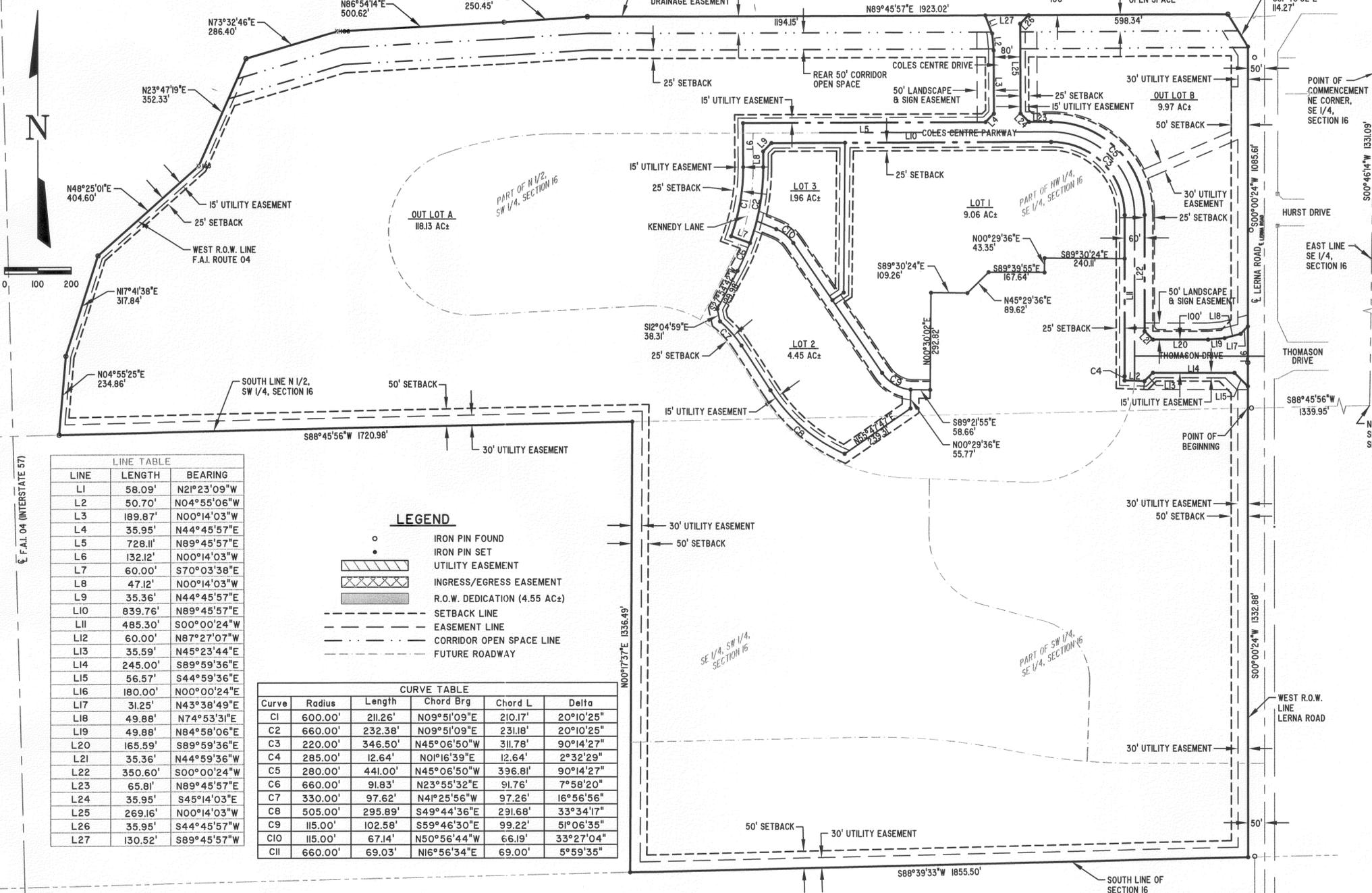
APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

EXHIBIT A



LINE	LENGTH	BEARING
L1	58.09'	N21°23'09"W
L2	50.70'	N04°55'06"W
L3	189.87'	N00°14'03"W
L4	35.95'	N44°45'57"E
L5	728.11'	N89°45'57"E
L6	132.12'	N00°14'03"W
L7	60.00'	S70°03'38"E
L8	47.12'	N00°14'03"W
L9	35.36'	N44°45'57"E
L10	839.76'	N89°45'57"E
L11	485.30'	S00°00'24"W
L12	60.00'	N87°27'07"W
L13	35.59'	N45°23'44"E
L14	245.00'	S89°59'36"E
L15	56.57'	S44°59'36"E
L16	180.00'	N00°00'24"E
L17	31.25'	N43°38'49"E
L18	49.88'	N74°53'31"E
L19	49.88'	N84°58'06"E
L20	165.59'	S89°59'36"E
L21	35.36'	N44°59'36"W
L22	350.60'	S00°00'24"W
L23	65.81'	N89°45'57"E
L24	35.95'	S45°14'03"E
L25	269.16'	N00°14'03"W
L26	35.95'	S44°45'57"W
L27	130.52'	S89°45'57"W

LEGEND

- IRON PIN FOUND
- IRON PIN SET
- ▨ UTILITY EASEMENT
- ▩ INGRESS/EGRESS EASEMENT
- ▭ R.O.W. DEDICATION (4.55 AC±)
- SETBACK LINE
- - - EASEMENT LINE
- · - · - CORRIDOR OPEN SPACE LINE
- · - · - FUTURE ROADWAY

CURVE TABLE

Curve	Radius	Length	Chord Brg	Chord L	Delta
C1	600.00'	211.26'	N09°51'09"E	210.17'	20°10'25"
C2	660.00'	232.38'	N09°51'09"E	231.18'	20°10'25"
C3	220.00'	346.50'	N45°06'50"W	311.78'	90°14'27"
C4	285.00'	12.64'	N01°16'39"E	12.64'	2°32'29"
C5	280.00'	441.00'	N45°06'50"W	396.81'	90°14'27"
C6	660.00'	91.83'	N23°55'32"E	91.76'	7°58'20"
C7	330.00'	97.62'	N41°25'56"W	97.26'	16°56'56"
C8	505.00'	295.89'	S49°44'36"E	291.68'	33°34'17"
C9	115.00'	102.58'	S59°46'30"E	99.22'	51°06'35"
C10	115.00'	67.14'	N50°56'44"W	66.19'	33°27'04"
C11	660.00'	69.03'	N16°56'34"E	69.00'	5°59'35"

DEED OF DEDICATION

WE THE UNDERSIGNED, AGRACEL INC., OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY ACCORDANCE WITH THE SUBDIVIDED PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS COLES CENTRE TO THE CITY OF MATTOON. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC.

FRONT AND SIDE YARD BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAY, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREET, THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

THERE ARE STRIPS OF GROUND AS SHOWN ON THIS PLAT AND MARKED "EASEMENT" RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, SURFACE DRAINAGE, POLES, DUCTS, LINES AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO BUILDING OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES OR ENTITIES HOLDING VESTED RIGHTS.

THE RIGHT TO ENFORCE THESE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL, BY DUE PROCESS OF LAW, OF ANY STRUCTURE OR PART THEREOF ERRECTED OR MAINTAINED IN VIOLATION HEREOF, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION AND TO THEIR HEIRS SUCCESSORS AND ASSIGNS, AS WELL AS TO ANY ENTITY HAVING INTEREST IN SAID INCLUDED EASEMENTS.

WITNESS OUR HANDS AND SEALS THIS

AGRACEL INC. _____ DATE _____

TOPOGRAPHIC AND DRAINAGE STATEMENT

WE THE UNDERSIGNED, RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER OF THE LAND SUBDIVIDED HEREBY, OR THE DULY AUTHORIZED ATTORNEY REPRESENTING SUCH OWNER, DO HEREBY STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION, OR THAT IF SURFACE WATER DRAINAGE IS CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS OF DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND SUCH SURFACE WATER PRACTICES WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ANY PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

CHARLES A. GRUNLOH P.E. No. 35131 DATE: 12/16/08
MY LICENSE EXPIRES 11-30-09

AGRACEL INC. _____ DATE _____



STATEMENT OF MAINTENANCE RESPONSIBILITY

_____ City of Mattoon, do certify that this plat has been examined by me and found to comply with the public utility requirements, as set forth in the regulations governing plots of subdivided land adopted by the City of Mattoon, Coles County, Illinois.

Dated this _____ day of _____ A.D. 2008.

_____ CITY OF MATTOON

CERTIFICATE OF FINAL APPROVAL

STATE OF ILLINOIS)
COUNTY OF COLES) SS
CITY OF MATTOON)

WE, _____ MAYOR OF THE CITY OF MATTOON, COUNTY OF COLES AND STATE OF ILLINOIS AND _____ CITY CLERK OF THE CITY OF MATTOON AFORESAID, DO HEREBY CERTIFY THAT THE ATTACHED PLAT WAS SUBMITTED TO THE CITY COUNCIL THAT THE ATTACHED PLAT WAS SUBMITTED TO THE CITY COUNCIL OF THE CITY OF MATTOON AFORESAID, AND THAT BY SPECIAL ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD _____ 2008 A.D. SAID PLAT WAS APPROVED BY THE CITY COUNCIL.

DATED THIS _____ DAY OF _____, 2008 A.D.

_____ MAYOR OF THE CITY OF MATTOON,
COUNTY OF COLES, STATE OF ILLINOIS

_____ CITY CLERK OF THE CITY OF MATTOON,
COUNTY OF COLES, STATE OF ILLINOIS



SURVEYOR'S CERTIFICATE

I, CHARLES A. GRUNLOH, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON THE 26TH DAY OF NOVEMBER, 2008, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST, THAT THE LOCATION, SIZE, TYPE AND MATERIAL OF SAID MONUMENTS ARE ACCURATELY SHOWN AND THAT NO PART OF THIS PLAT OR SUBDIVISION IS SITUATED WITHIN 500 FEET OF ANY SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

CHARLES A. GRUNLOH P.L.S. No. 2516
MY LICENSE EXPIRES 11-30-10

SET BACKS

Required for C/D Zoning - (Corridor Development District)
Corridor Open Space = 100' (Front 50' & Rear 50')
Front, Side, Rear Yard & Corridor Open Space = 25'
(unless adjacent to major road or abutting edge of zoning district, setback = 50')

NOTES

ZONED C/D - CORRIDOR DEVELOPMENT DISTRICT

ZONING AUTHORITY

City of Mattoon

TAXING BODIES

Coles County
Coles County Airport Authority
Community Unit #2 School District
Lafayette Township
City of Mattoon
Lake Land Community College District #517
Loxa Drainage District

STATE OF ILLINOIS)
COUNTY OF COLES) SS
CITY OF MATTOON)

I, _____ DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED AND ACTING COUNTY CLERK OF THE COUNTY OF COLES AND STATE OF ILLINOIS, AND I FURTHER CERTIFY THAT I HAVE EXAMINED THE RECORDS OF THE AFORESAID COUNTY WHICH SHOWS THE GENERAL TAXES AND SPECIAL ASSESSMENTS; CURRENT AND DELINQUENT, ON REAL ESTATE LOCATED IN COLES COUNTY AFORESAID, AND THAT I FIND NO DELINQUENT GENERAL TAXES OR SPECIAL ASSESSMENTS, NOT UNPAID CURRENT GENERAL TAXES OR SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED IN THE UPON WHICH THIS STATEMENT IS ENDORSED.

DATED THIS _____ DAY OF _____, 2008 A.D.

_____ COLES COUNTY CLERK

COLES CENTRE, LLC
AGRACEL INC. (ACTING MANAGING PARTNER)
1207 NETWORK CENTRE BOULEVARD
SUITE 3, P.O. BOX 1107
EFFINGHAM, IL 62401

OWNERS-DEVELOPERS: _____

STATE OF ILLINOIS)
COUNTY OF COLES) SS
CITY OF MATTOON)

WE, _____ CHAIRMAN OF THE CITY PLANNING COMMISSION OF THE CITY OF MATTOON, COLES COUNTY, ILLINOIS AND _____ SECRETARY OF THE AFORESAID CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THE ATTACHED PLAT OF _____ WAS SUBMITTED TO THE CITY PLANNING COMMISSION AT A MEETING HELD _____ 2008 A.D. ATTENDED BY A QUORUM OF SAID CITY PLANNING COMMISSION AND THAT UNDER AUTHORITY PROVIDED BY ILLINOIS REVISED STATUTES AND ORDINANCES ADOPTED BY THE CITY COUNCIL OF THE CITY OF MATTOON, THE SAID CITY PLANNING COMMISSION APPROVED SAID PLAT BY A VOTE OF A MAJORITY AND INSTRUCTED US TO EXECUTE THIS CERTIFICATE AS EVIDENCE OF SAID PROCEEDINGS.

GIVEN UNDER OUR HANDS THIS _____ DAY OF _____, 2008 A.D.

_____ CHAIRMAN OF THE MATTOON PLANNING COMMISSION
CITY OF MATTOON, COUNTY OF COLES, STATE OF ILLINOIS

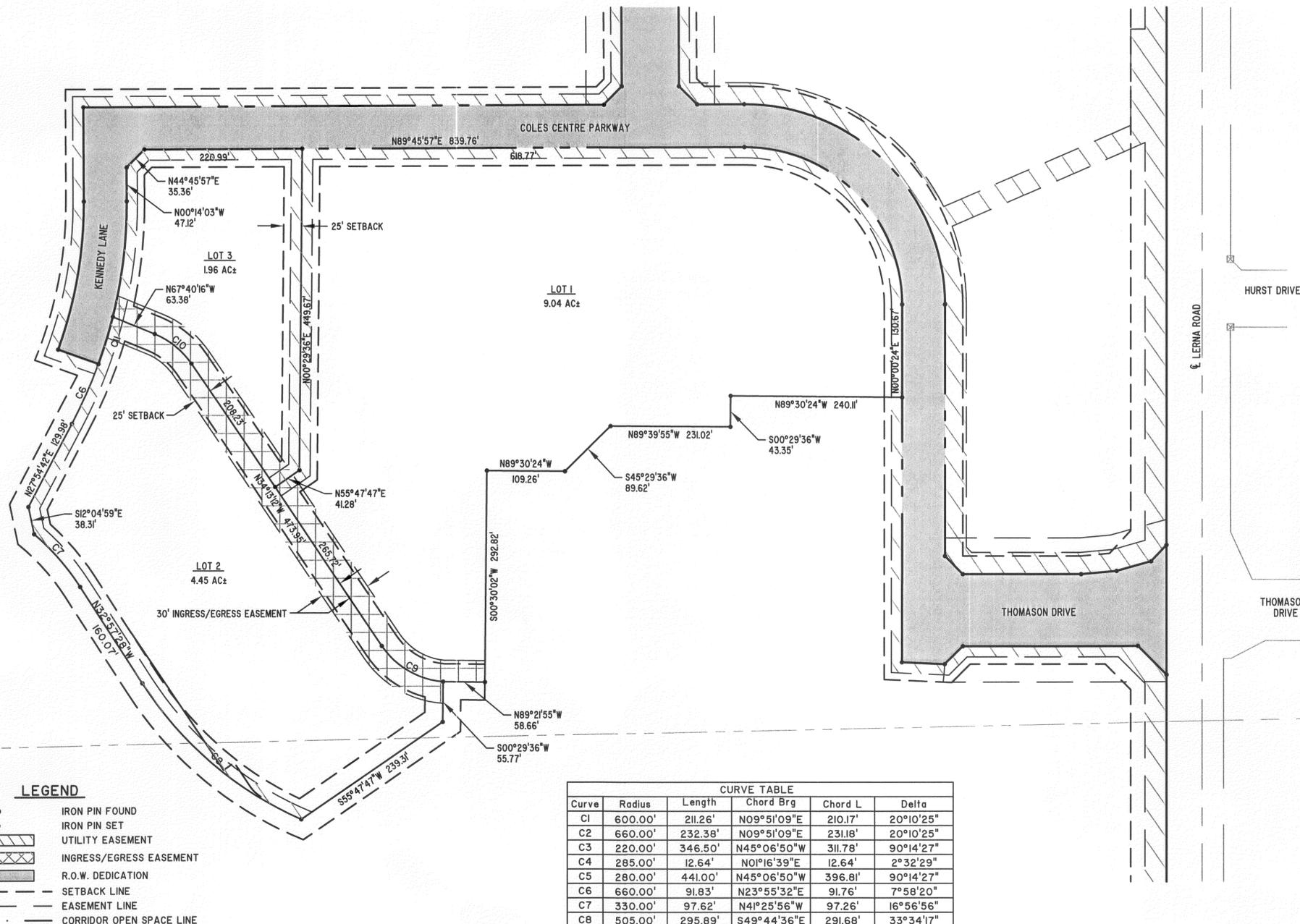
_____ SECRETARY OF THE MATTOON PLANNING COMMISSION
CITY OF MATTOON, COUNTY OF COLES, STATE OF ILLINOIS

MILANO & GRUNLOH ENGINEERS, LLC
14 WEST WASHINGTON
P.O. BOX 897
EFFINGHAM, ILLINOIS 62401
Phone: (217) 347-7262
(800) 677-2714
Fax #: (217) 342-3433
Web Address: www.mgengineers.com
Design Firm #: 184-003108

COLES CENTRE SUBDIVISION
PART OF SECTION 16,
T12N, R8E, 3rd PM
COLES COUNTY, ILLINOIS

All bearings are referenced to the Illinois State Plane Coordinate System East Zone Datum of 1983. BASE: LAKE

File name: S:\DWG\07\07285\dwg\SUBD.dwg
Plot date: 11/26/08 at 09:00 F.B. 637,639



LEGAL DESCRIPTION

A part of Section 16, Township 12 North, Range 8 East, of the Third Principal Meridian, Coles County, Illinois, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter of said Section 16, being an iron pin;

Thence, S 00° 46' 14" W, all bearings are referenced to the Illinois State Plane Coordinate System, East Zone Datum 1983, along the East line of the Southeast Quarter of said Section 16, to the Northeast corner of the Southeast Quarter of said Section 16, a distance of 1331.09, to a point;

Thence, S 88° 45' 56" W, along the North line of the Southeast Quarter of said Section 16, to the West Right-of-Way line of Lerna Road, a distance of 1339.95 feet, to the POINT OF BEGINNING, being a point;

Thence, S 00° 00' 24" W, along the West Right-of-Way line of Lerna Road, to the South line of said Section 16, a distance of 1332.88 feet, to an iron pin;

Thence, S 88° 39' 33" W, along the South line of said Section 16, a distance of 1855.50 feet, to an iron pin;

Thence, N 00° 17' 37" E, to the South line of the North Half of the Southwest Quarter of said Section 16, a distance of 1336.49 feet, to an iron pin;

Thence, S 88° 45' 56" W, along the South line of the North Half of the Southwest Quarter of said Section 16, to the East Right-of-Way line of F.A.I. Route 04, a distance of 1720.98 feet, to an iron pin;

Thence, N 04° 55' 25" E, along the East Right-of-Way line of F.A.I. Route 04, a distance of 234.86 feet, to an iron pin;

Thence, N 17° 41' 38" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 317.84 feet, to an iron pin;

Thence, N 48° 25' 01" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 404.60 feet, to an iron pin;

Thence, N 23° 47' 19" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 352.33 feet, to an iron pin;

Thence, N 73° 32' 46" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 286.40 feet, to an iron pin;

Thence, N 86° 54' 14" E, continuing along the East Right-of-Way line of F.A.I. Route 04, a distance of 500.62 feet, to an iron pin;

Thence, N 86° 19' 58" E, continuing along the East Right-of-Way line of F.A.I. Route 04, to the South Right-of-Way line of F.A.I. Route 17, a distance of 250.45 feet, to an iron pin;

Thence, N 89° 45' 57" E, along the South Right-of-Way line of F.A.I. Route 17, to the West Right-of-Way line of Lerna Road, a distance of 1923.02 feet, to an iron pin;

Thence, S 31° 40' 02" E, along the West Right-of-Way line of Lerna Road, a distance of 114.27 feet, to an iron pin;

Thence, S 00° 00' 24" W, along the West Right-of-Way line of Lerna Road, a distance of 1085.61 feet, to the POINT OF BEGINNING and containing 147.94 acres, more or less.

LEGEND

- IRON PIN FOUND
- IRON PIN SET
- ▨ UTILITY EASEMENT
- ▩ INGRESS/EGRESS EASEMENT
- ▧ R.O.W. DEDICATION
- SETBACK LINE
- - - EASEMENT LINE
- · - · - CORRIDOR OPEN SPACE LINE

CURVE TABLE					
Curve	Radius	Length	Chord Brg	Chord L	Delta
C1	600.00'	211.26'	N09°51'09"E	210.17'	20°10'25"
C2	660.00'	232.38'	N09°51'09"E	231.18'	20°10'25"
C3	220.00'	346.50'	N45°06'50"W	311.78'	90°14'27"
C4	285.00'	12.64'	N01°16'39"E	12.64'	2°32'29"
C5	280.00'	441.00'	N45°06'50"W	396.81'	90°14'27"
C6	660.00'	91.83'	N23°55'32"E	91.76'	7°58'20"
C7	330.00'	97.62'	N41°25'56"W	97.26'	16°56'56"
C8	505.00'	295.89'	S49°44'36"E	291.68'	33°34'17"
C9	115.00'	102.58'	S59°46'30"E	99.22'	51°06'35"
C10	115.00'	67.14'	N50°56'44"W	66.19'	33°27'04"
C11	660.00'	69.03'	N16°56'34"E	69.00'	5°59'35"

SET BACKS

Required for C/D Zoning - (Corridor Development District)
 Corridor Open Space = 100' (Front 50' & Rear 50')
 Front, Side, Rear Yard & Corridor Open Space = 25'
 (unless adjacent to major road or abutting edge of zoning district, setback = 50')

NOTES

ZONED C/D - CORRIDOR DEVELOPMENT DISTRICT

ZONING AUTHORITY

City of Mattoon

TAXING BODIES

- Coles County
- Coles County Airport Authority
- Community Unit #2 School District
- Lafayette Township
- City of Mattoon
- Lake Land Community College District #517
- Loxa Drainage District



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 114 WEST WASHINGTON
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 EFFINGHAM, ILLINOIS 62401
 Phone: (217) 347-7262
 (800) 677-2714
 Fax #: (217) 342-3433
 Web Address: www.mgengineers.com
 Design Firm #: 184-003108
 File name: S:\DWG\07\072805.dwg\SUBD.dwg
 Plot date: 11/26/08 at 09:00
 F.B. 637,639

COLES CENTRE SUBDIVISION
 PART OF SECTION 16,
 T12N, R8E, 3rd PM
 COLES COUNTY, ILLINOIS

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2009-5273

**AN ORDINANCE AMENDING THE MATTOON CODE OF ORDINANCES TO
UPDATE RULES AND REGULATIONS FOR THE OPERATION OF THE MATTOON
ARTS COUNCIL**

WHEREAS, the City of Mattoon currently has ordinances that establish the rules and regulations for the Mattoon Arts Council; and

WHEREAS, the City wishes to update those rules and regulations for the Mattoon Arts Council.

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 33.065 of Chapter 33 of the Code of Ordinances of the City of Mattoon are hereby repealed. Section 33.065 of Chapter 33 is reenacted as follows:

§ 33.065 MATTOON ARTS COUNCIL REGULATIONS.

(A) Purpose.

(1) Vision. The Mattoon Arts Council envisions a vibrant, creative community where arts activities are frequent and evident, where members of the community have opportunities to experience and engage in the arts directly and where arts activities are appreciated as an asset for the community and economic development.

(2) Mission. The Mattoon Arts Council supports, develops, facilitates and promotes high-quality, affordable arts programs and activities for people of all ages.

(3) Values.

- (a) Our work must be done in collaboration with others to make the most of our assets as a small community.
- (b) We define Art to include the widest possible interpretation of the language, visual and performing arts.
- (c) The presence of Arts intrinsically enhances a community's quality of life
- (d) We especially value, seek out and support events that offer opportunities to educate.

(e) Engagement in artistic activities stimulates community creativity and attracts people to a community in ways that have long term social and economic benefits.

(B) Council Board of Directors.

- (1) General Powers.** The affairs of the Mattoon Arts Council shall be managed by its Board of Directors
- (2) Membership.** Directors of the Mattoon Arts Council are appointed by the Mayor of Mattoon with confirmation by the City Council, from the nominations of the Mattoon Arts Council Board of Directors. The Board will consist of 11 voting members, at least 6 of whom shall be residents of the City of Mattoon. The City Administrator, the City Council member overseeing the Arts Council and the Tourism Director will serve as ex officio (non voting) members of the board.
- (3) Terms.** Length of term is two (2) yrs. The terms of the board membership is staggered. Annual appointments by the Mattoon City Council take place in September. Directors are limited to three (3) terms. Past board directors may be re-appointed after one (1) yr. to new terms. Term limit can be waived one time in special circumstances by a 2/3 vote of the remaining board directors.
- (4) Compensation.** No director of the Mattoon Arts Council shall be compensated for the performance of services for the Council, but may, by resolution of the Council, be reimbursed for expenses incurred on behalf of the Council. No part of net earnings or other assets of the Council shall inure to the benefit of, or be distributable to its members, directors or any private persons.
- (5) Responsibilities.** Council Board directors are expected to be active in the management and activities of the Mattoon Arts Council. Council directors are expected to attend a minimum of 2/3 of all meetings, be actively involved on at least one committee and publicly support the arts and the Arts Council.
- (6) Resignation.** Any Council Board director may resign by submitting a letter of resignation to the Chairman.
- (7) Removal.** A Director who misses fifty percent (50%) of the meetings or three (3) consecutive meetings during a one (1) yr. period may be removed from the Board by the Chairman.
- (8) Vacancies.** For any vacancy on the Council Board, the Board Chairman will make the appointment, with approval by the board and the Mattoon City Council. A Director appointed to fill a vacancy shall serve for the unexpired term of his/her predecessor.
- (9) Council Advisors.** The Chairman may invite members of the community, to sit as council advisors, with the approval of the Council Board, to such terms as determined by the Council Board. Advisors will be welcomed to share knowledge and expertise that

may assist Council Board in attaining the Mattoon Arts Council's objectives. There shall be no fixed term or maximum number of council advisors. Council advisors shall not have voting privileges at Board meetings but may make recommendations to the Council Board.

(C) Officers.

- (1) Officers.** The officers of the Mattoon Arts Council shall be Chairman, Vice-Chairman, Secretary and Treasurer and other such officers as the board may direct. No two (2) offices may be held by the same person
- (2) Elections and Terms of Office.** The officers shall be elected annually in October. The Governance Committee will be responsible for submitting a nomination list one month prior to the election. The officers shall hold an office for a one (1) year term. An officer may hold an office for two (2) terms. A director may return to an office after one (1) yr.
- (3) Removal.** An officer elected or appointed by the Board of Directors may be removed by a 2/3 vote of the members of the Board of Directors.
- (4) Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.
- (5) Chairman.** Shall preside at all meetings of the Mattoon Arts Council and shall have general supervision over all business, affairs and activities of the Mattoon Arts Council. The Chairman shall appoint all standing committees.
- (6) Vice Chairman.** Shall preside in the absence of the Chairman.
- (7) Secretary.** Shall be responsible for the usual duties including keeping minutes of all meetings, and other duties, from time to time, assigned by the Chairman.
- (8) Treasurer.** Shall be responsible for the usual duties including maintaining all financial accounts and records and presenting a financial report at each Board Meeting, and other duties, from time to time, assigned by the Chairman. The Treasurer shall also be charged with working with the Mattoon City Treasurer to insure compliance with all fiscal rules of the City of Mattoon.

(D) Meetings.

- (1) Regular meetings.** Meetings shall be held monthly. Time and location will be determined by the Council Board.
- (2) Quorum.** A quorum shall consist of a simple majority of voting Arts Council directors being in attendance at the meeting for the transaction of business. Routine business shall be transacted by a simple majority vote. If a quorum is present, the affirmative vote of a

majority of those present at the meeting shall be the act of the Mattoon Arts Council. Each director of the Mattoon Arts Council is entitled to cast one vote. There shall be no proxy voting. Where possible, a Director may attend by telephone or web connection.

- (3) **Notice.** Notice of Board meetings shall be given at least five (5) days notice prior to the meeting. Each director shall receive notice by regular mail, phone or email. The notice shall include date, time and place of the meeting
- (4) **Special Meeting.** Special meetings of the directors may be called at any time by the Chairman, or by any three (3) directors. Notice of a special meeting of the Council Board shall be given five (5) days notice prior to the meeting.
- (5) **Action Without a Meeting.** When business requires, action may be taken without a meeting. All directors of the Council must be polled, either by e-mail, telephone or mail. A deadline for response must be conveyed. The nature of the action must be in writing. The action will have the same effect as a vote of the board at a regular meeting and will be included in the records of minutes of the Council
- (6) **Rules of Order.** Current Robert's Rules of Order shall govern the Mattoon Arts Council when not inconsistent with the By-laws of the Mattoon Arts Council or any other special rules of order the Council may adopt.
- (7) **Fiscal Year.** The fiscal year shall begin on the first day of May and end on the last day of April.

(E) **Committees.** The Mattoon Arts Council shall have the following Committees and such other committees as the council deems appropriate:

- (1) **Governance / Nomination Committee.** Create and oversee structured mechanisms and tools that ensure competent management and high quality operations, guided by the objectives of our strategic plan. Annually accept nominations and prepare a slate of officers for the Board of Directors.
- (2) **Program / Event Committee.** Provide compelling and coherent programming, competently offered, that provides value to our community and makes optimal use of our resources, guided by the objectives of our strategic plan.
- (3) **Development Committee.** Provide direction and action in the areas of promotion and advertising of the Mattoon Arts Council. Provide or create increased fundraising efforts, for both the short term and long term financial operations of the Arts Council, guided by the objectives of our strategic plan.
- (4) **Venue Committee.** Seek opportunities for various venue locations in the community to provide greater variety of programming. Build relationships with individuals and organizations for support and promotion of Arts opportunities in our community, guided by the objectives of our strategic plan.

(F) Records and Reports.

- (1) Records.** The Mattoon Arts Council shall maintain adequate and correct books, records and accounts on its operations. All such books, records and accounts shall be kept by the Secretary and/or Treasurer, and surrendered upon completion of their term of office. Accurate minutes shall be kept of the proceedings of the Board of Directors. A record of the names and addresses of each member of the Council shall be kept on file, and updated annually. Past records shall be kept permanently in files for future reference.
- (2) Reports.** All books and accounts of the Mattoon Arts Council shall be open to inspection by the members of the Board of Directors and subject to public inspection under the Illinois Freedom of Information Act. All committees are expected to give monthly reports of their activities or non active time. Any event needs to provide a written report to the secretary of details including income, expenses and attendance. The calendar year shall be used for annual reporting to The Mattoon City Council during the month of January.

(G) Other.

- (1) Conflict of Interest.** No director of the Mattoon Arts Council shall use their position, or knowledge gained there from, in such a manner that a conflict between the organization and their personal interests arise. Each Council director has a duty to place the interest of the Mattoon Arts Council foremost in dealings with the organization. If any Council director has a personal interest in business or activity proposed, they are expected to fully disclose such interest. Any director aware of a potential conflict should not be present for any discussion or vote in connection with the matter. Official minutes will reflect any abstaining votes.
- (2) Political Activism.** The Mattoon Arts Council shall use neither its monies nor its name in furtherance of, nor engage in, in political activity in support of any candidate for public office or issue for referendum. This shall not be construed to limit the exercising of the constitutional rights of any individual director.
- (3) Non-Discrimination.** The Mattoon Arts Council will not discriminate against people on the basis of race, color, sex, religion, income, national origin, age, disability, sexual orientation, political affiliation or any other legally protected characteristic in any of its policies, recommendations or actions.
- (4) Endowment.** The Board of Directors shall have the power to accept gifts of money or securities from donors and to designate the gifts as an "Endowment Fund." The Mattoon Arts Council shall spend only the income from the interest generated by said endowment fund. The Board of Directors shall designate the institution for the deposit of funds.

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

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

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2009.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

**City of Mattoon
Council Decision Report**

MEETING DATE: 01/20/2009 CDR NO: 2009-934 SUBJECT:
Exec. Session Minutes &
Verbatim Recordings

SUBMITTAL DATE: 01/14/2009

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

EXHIBITS (If applicable): To be distributed in Exec Session.

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 release of all Executive Session minutes from May 3, 1991 through December 31, 2008, except for May 3, 16, 23, 1991; September 5, 2006; November 7, 2006; December 5, 19, 2006; January 15, 2008; February 19, 2008;; and to approve the destruction of Executive Session verbatim records that have been approved for release in written form as follows: January 16, 2007; February 20, 2007; May 15, 2007; June 5, 19, 2007."

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

Per 5 ILCS 120/2.06 (d) "Each public body shall periodically, but no less than semi-annually, meet to review minutes of all closed meetings. At such meetings, a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection."

"(c) The verbatim record may be destroyed without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act no less than 18 months after the completion of the meeting recorded but only after: (1) the public body approves the destruction of a particular recording; and (2) the public body approves minutes of the closed meeting that meet the written minutes requirements of subsection (a) of this Section."

The City Clerk has reviewed the confidential copies of minutes of closed meetings from the period May 1, 1991 through December 31, 2008 with City Attorney & Treasurer Owen, who deemed that the abovementioned minutes could be considered available for public inspection.

At its regular meeting of January 20, 2009, the Council will be asked to acknowledge the review of the minutes and exceptions, due to the opinion of the City Attorney that the executive session minutes of these closed meetings are determined to require confidential treatment, and to approve the destruction of verbatim records for applicable Executive Session meetings.