

CITY OF MATTOON, ILLINOIS
CITY COUNCIL AGENDA
June 1, 2010
6:30 P.M.

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 Acting Mayor will ask if anyone desires to remove an item from the Consent Agenda for public discussion.

Minutes of the Special meeting May 15, 2010 and Regular meeting May 18, 2010

Fire and Police Pension reports for the month of April, 2010

Bills and Payroll for the last half of May, 2010

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 comments/presentations and non-agenda items
- Presentations
 - Recognizing Jim Lang for more than 33 years of service with the city
 - Recognizing Chris Hartbank for more than 28 years of service with the City
 - Recognizing Rick Pinnell for more than 7 years of service with the City of Mattoon

ITEMS FOR DISCUSSION:

A. Proposed Amendments to the Zoning Ordinance

NEW BUSINESS:

- 1) Motion – Adopt Ordinance 2010-5303: Approving the amendment to the Subdivision Code allowing the merge of the Planning Commission and Zoning Board of Appeals. (Gover)
- 2) Motion – Adopt Ordinance 2010-5304: Approving the amendment of the municipal code to update the penalty provisions for Hotel/Motel Taxes. (Gover)
- 3) Motion – Adopt Ordinance 2010-5305: Providing for a reorganization of the Command Structure of the City of Mattoon Police Department. (Gover)
- 4) Motion – Adopt Special Ordinance 2010-1391: Declaring an antique weapon surplus property and authorizing the sale by Police Chief. (Gover)
- 5) Motion – Adopt Special Ordinance 2010-1392: Authorizing the placement of a temporary all-way stop intersection at Broadway Avenue and 17th Street during construction of the Charleston Avenue Bridge. (Ervin)
- 6) Motion – Adopt Resolution 2010-2813: Establishing the prevailing rate of wages in the Coles County Area as determined by the Illinois Department of Labor as the wages that must apply to public works of the City of Mattoon consistent with mandates of Illinois statute. (Gover)
- 7) Motion – Approve Council Decision Request 2010-1091: Approving a \$3,000 grant by the Tourism Advisory Committee from hotel/motel tax funds to the Mattoon Multisport for hosting their events:

June 12, 2010	Mattoon Triathlon
August 1, 2010	Lytle Pool Triathlon
September 4, 2010	The Great Illini Challenge
October 10, 2010	Lake Land Duathlon. (Hall)
- 8) Motion - Approve Council Decision Request 2010-1092: Approving a \$3,500 grant by the Tourism Advisory Committee from hotel/motel tax funds to the Coles County Air Show for their event on August 28, 2010. (Hall)
- 9) Motion –Approve Council Decision Request 2010-1093: Ratifying re-appointments of Chris Considine and Mary Wetzel to the Tourism Committee with terms expiring 03/01/13. (Hall)
- 10) Motion – Approve Council Decision Request 2010-1094: Ratifying the Acting Mayor’s appointment of Richard F. Record, Jr. and re-appointments of Dennis Gathmann

and Gary Rollings to the Board of Police & Fire Commissioners with terms expiring 04/30/2013. (Gover)

- 11) Motion – Approve Council Decision Request 2010-1095: Ratifying the Acting Mayor’s re-appointments of Bernard deBuhr, Jr., Kenneth Gagnon, and Robert Shamdin, to the Revolving Loan Fund Board with terms expiring 04/30/2012. (Gover)
- 12) Motion – Approve Council Decision Request 2010-1096: Approving the promotion of Kevin Hamilton to Public Works Lead Maintenance Worker – Concrete Construction, effective June 2, 2010. (Ervin)
- 13) Motion – Approve Council Decision Request 2010-1097: Approving the bid specifications, and authorizing a competitive solicitation for replacement pumps at the Lake Paradise Raw Water Pump Station, and authorizing the Mayor to sign the documents. (Rankin)
- 14) Motion – Approve Council Decision Request 2010-1098: Authorizing the Mayor to sign an energy performance contract in the amount of \$471,082 for eleven projects with Siemens Building Technologies, Inc. (Rankin)
- 15) Motion – Approve Council Decision Request 2010-1099: Approving the employment of H.A.Youngblood as a Water Treatment Plant Operator, effective June 14, 2010. (Rankin)
- 16) Motion – Approve Council Decision Request 2010-1100: Approving the employment of A.J. Cobble as a Water Treatment Plant Maintenance Worker/Operator, effective June 2, 2010. (Rankin)
- 17) Motion - Approve Council Decision Request 2010-1101: Approving the employment of Stan Hagerstrom as a Waste Water Treatment Plant Operator, effective June 21,2010. (Rankin)
- 18) Motion - Approve Council Decision Request 2010-1102: Authorizing the Acting Mayor to sign a potable water sales agreement with Moultrie County Rural Public Water District (Rankin)
- 19) Motion – Approve Council Decision Request 2010-1103: Authorizing the purchase of two water quality samplers for north side CSO (Combined Sewer Overflow) system in the amount of \$17,252 from Gasvoda & Associates Inc. to monitor the water quality; and authorizing the Acting Mayor to sign the documents. (Rankin)
- 20) Motion - Approve Council Decision Request 2010-1104: Approving the promotion of Sgt. Richard A. Heurman to the rank of Lieutenant, effective June 2, 2010. (Gover)

21) Motion - Approve Council Decision Request 2010-1105: Authorizing the acceptance of a quote in the amount of \$13,988.09 from HD Supply Water Works for water pipe and fittings at the Old State Road Water Main Loop. (Ervin)

COMMUNICATIONS - COUNCIL AND CITY STAFF

DEPARTMENT REPORTS:

**CITY ADMINISTRATOR
ATTORNEY & TREASURER
CITY CLERK
PUBLIC WORKS
COMMUNITY DEVELOPMENT
FIRE
POLICE**

COMMENTS BY THE COUNCIL

Recess to closed session pursuant to the Illinois Open Meetings Act the purpose of considering the price for sale or lease of property (5 ILCS 120(2)(c)(6)).

Reconvene

Adjourn

UNAPPROVED MINUTES:

May 15, 2010 (Special)

The City Council of the City of Mattoon held a special meeting at the LifeSpan Center; 11021 E County Road 800 N; Charleston, IL on May 15, 2010.

Acting Mayor Gover called the meeting to order at 9:00 a.m.

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

Also physically present were City personnel: City Administrator Sue McLaughlin, Library Director Ryan Franklin, Tourism Director Angelia Burgett, Police Chief Jeff Branson, Attorney & Treasurer J. Preston Owen, Technology Coordinator Brian Johanpeter, Public Works Director David Wortman, Fire Chief Tony Nichols, Community Development Coordinator Kyle Gill, and City Clerk Susan O'Brien.

Council and City Staff participated in strategic planning session for the City of Mattoon to determine its direction and allocation of resources to implement its strategy. Administrator McLaughlin conducted the session where Council and Staff determined goals and timelines for the next six months. An Appearance Code was deemed as most important during the session. [Session recessed at 10:34 a.m. and reconvened at 10:49 a.m.] Code enforcement was a second goal where certain staff would consider the standards with Council to approve the standards. A third goal was Communication, both internal and external, via the website, newsletter, email blasts, etc. The final goal was Infrastructure improvements with discussion regarding cost of projects and financing to be determined. [Session recessed at 11:52 a.m. and reconvened at 12:37 p.m.] After reviewing the long-term goals and conducting a progress session in six months, the Staff left the meeting at 1:24 p.m. Administrator McLaughlin, Attorney & Treasurer Owen and Clerk O'Brien remained at the session.

Council discussed protocol for appointments/re-appointments of Board members, major event communications, chain-of-command, Department Head reports at Council meetings, former Young Radiator property nuisance, special election, and format of Council meetings.

Commissioner Hall seconded by Commissioner Ervin moved to adjourn at 1:56 p.m.

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

/s/ Susan J. O'Brien
City Clerk

May 18, 2010 (Regular)

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on May 18, 2010.

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

Acting Mayor Gover 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 Chris Rankin, YEA Acting Mayor Tim Gover.

Also physically present were City personnel: City Administrator Sue McLaughlin, Attorney & Treasurer J. Preston Owen, Community Development Coordinator Kyle Gill, Public Works Director David Wortman, Fire Chief Tony Nichols, Police Chief Jeff Branson, and City Clerk Susan O'Brien.

Commissioner Hall seconded by Commissioner Rankin moved to approve the consent agenda consisting of minutes of the regular meeting May 4, 2010; Fire department report for the month of April, 2010; bills and payroll for the first half of May, 2010.

Bills and Payroll for the first half of May, 2010

		<u>General Fund</u>	
Payroll		\$	277,906.38
Bills		\$	<u>148,488.90</u>
	Total	\$	426,395.28
		<u>Hotel Tax Fund</u>	
Payroll		\$	1,666.65
Bills		\$	<u>254.01</u>
	Total	\$	1,920.66
		<u>Festival Management</u>	
Bills		\$	<u>10,000.00</u>
	Total	\$	10,000.00
		<u>Insurance & Tort Judgment</u>	
Bills		\$	<u>133.00</u>
	Total	\$	133.00
		<u>Midtown TIF Fund</u>	
Bills		\$	<u>32,149.35</u>
	Total	\$	32,149.35
		<u>Capital Project Fund</u>	

Bills		\$ 63,519.29
	Total	\$ 63,519.29
	<u>I-57 East TIF District</u>	
Bills		\$ 152.66
	Total	\$ 152.66
	<u>South Rte 45 Business</u>	
Bills		\$ 186.38
	Total	\$ 186.38
	<u>Water Fund</u>	
Payroll		\$ 25,904.51
Bills		\$ 301,776.16
	Total	\$ 327,680.67
	<u>Sewer Fund</u>	
Payroll		\$ 44,250.44
Bills		\$ 78,396.61
	Total	\$ 122,647.05
	<u>Cemetery Fund</u>	
Payroll		\$ 4,438.16
Bills		\$ 1,260.13
	Total	\$ 5,698.29
	<u>Motor Fuel Tax Fund</u>	
Bills		\$ 2,290.40
	Total	\$ 2,290.40
	<u>Health Insurance</u>	
7Bills		\$ 85,900.29
	Total	\$ 85,900.29

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

Acting Mayor Gover opened the floor for comments. Ms. Sharon French, 2709 Commercial, inquired when the City was to remove the debris in the alleyway between 27th and 28th Street and Pine/Cedar/Commercial. Director Wortman stated the debris was from the Charleston Avenue Storm Sewer Project and would have it removed soon.

Acting Mayor Gover opened the floor for further public comments. There were no further comments.

Commissioner Ervin presented Public Works Maintenance Lead Worker Charles Elliott a plaque recognizing his retirement and more than 22 years of service with the City.

Commissioner Hall seconded by Commissioner Rankin moved to adopt Special Ordinance 2010-1389, declaring a fire truck surplus and authorizing its sale.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE: 2010-1389

A SPECIAL ORDINANCE DECLARING A FIRE TRUCK SURPLUS AND AUTHORIZING ITS SALE BY THE FIRE CHIEF

WHEREAS, the City of Mattoon currently owns a Fire Truck that is surplus to the needs of the Mattoon Fire Department.

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

Section 1. A 1991 Pemfab/Darley Fire Truck is hereby declared surplus to the needs of the City of Mattoon.

Section 2. The Fire Chief is hereby authorized to advertise said truck on E-Bay or any other venue of his choice and to administratively sell and convey the truck that is the subject of this ordinance to the highest bidder without further formal consideration or approval by the City Council. This truck will be sold “as is” with no warranty expressed or implied.

Section 3. The Mayor and City Clerk are authorized and directed to execute any documents necessary to affect the sale of this vehicle.

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

Upon motion by Commissioner Hall, seconded by Commissioner Rankin, adopted this 18th day of May, 2010, by a roll call vote, as follows:

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

Approved this 18th day of May, 2010.

/s/ Tim Gover
Tim Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:
/s/ Susan J. O'Brien

APPROVED AS TO FORM:
/s/ J. Preston Owen

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on May 19, 2010.

Acting Mayor Gover opened the floor for discussion with no responders.

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

Commissioner Ervin seconded by Commissioner Hall moved to adopt Resolution 2010-
2812, approving the use of Motor Fuel Tax Funds for Street Lighting expenditures. [10-0000-00-
GM]



**Illinois Department
of Transportation**

**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
(City, Town or Village) (Name)
appropriated the sum 132,500.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway January 1, 2010
to December 31, 2010.
(Date)

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 Effingham, Illinois.

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

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Council at a meeting May 18, 2010
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and 18th day of May, 2010 .

(SEAL) /s/ Susan J. O'Brien City Clerk
(City, Town or

Authorized MFT

Date
Department of Transportation

Regional Engineer

Acting Mayor Gover opened the floor for discussion with no responders.

Acting Mayor Gover declared the motion carried by the following vote: YEA
Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Ranking, YEA Acting
Mayor Gover.

Acting Mayor Gover seconded by Commissioner Ervin moved to approve Council
Decision Request 2010-1088, ratifying the Acting Mayor's re-appointment of Joe Tillman for a
four year term on the Electrical Board, expiring 04/30/2014.

Acting Mayor Gover opened the floor for discussion with no responders.

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

Commissioner Rankin seconded by Commissioner Ervin moved to approve Council
Decision Request 2010-1089, approving the employment of James Allen Smyser as a Waste
Water Treatment Plant Operator V, effective June 14, 2010 and subject to pre-employment drug
screening.

Acting Mayor Gover opened the floor for discussion with no responders.

Acting Mayor Gover declared the motion carried by the following vote: YEA

Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Acting Mayor Gover.

Commissioner Rankin seconded by Commissioner Hall moved to approve Council Decision Request 2010-1090, awarding the bid to Commercial Floor Covering in the amount of \$58,995 for the terrazzo flooring of the Depot Project; and authorizing the Acting Mayor to sign all documents incidental to the award.

Acting Mayor Gover opened the floor for discussion with no responders.

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

CITY ADMINISTRATOR updated the Council on her week of meeting with the Chamber to collaborate on items discussed at the Strategic Planning session, preparation of a wrap-up report of the Strategic Planning Session, communication with owners of CJ's regarding the TIF process, and attendance of the Officer of the Year. Acting Mayor Gover opened the floor for questions. There were no questions.

ATTORNEY & TREASURER updated the Council on preparations for the upcoming audit, and review of the collection procedures. Acting Mayor Gover opened the floor for questions. There were no questions.

CITY CLERK reported the regular daily activities with reduced staffing.

PUBLIC WORKS updated the Council on work by labor employees on valve replacements; repairing roads; beginning asphalt projects; preparation of YMCA parking lot; park and ball fields mowing; cemetery part-timers mowing; collaborating with engineers of Coles Centre Development. Acting Mayor Gover opened the floor for questions with no inquiries.

COMMUNITY DEVELOPMENT noted the collaborations with Coles Centre Development and nuisances including liens on properties which required mowing contracts.

FIRE updated Council on efforts to streamline ALS Ambulance services, construction of a donated CASA playhouse for charity, and weekly training. Acting Mayor Gover opened the floor for questions with no inquiries.

POLICE updated Council on efforts to restructure the Sergeant's rank and CSI training graduation of three officers;

COUNCIL made comments on the format of the meeting, benefits of the planning session, continued input from City employees and public, acknowledgement of the Coles County Historic Preservation award for the wall around Peterson Park, and of the City. Acting Mayor Gover opened the floor for public comment. Mr. Terry Tomer complimented the Council on the

meeting's format.

Acting Mayor Gover seconded by Commissioner Hall moved to recess to closed session at 6:56 p.m. pursuant to the Illinois Open Meetings Act the purpose of considering the price for sale or lease of property (5 ILCS 120(2)(c)(6)); and collective negotiating matters between the public body and its employees or their representatives (5 ILCS 120(2)(c)(2)). AM Gover opened the floor for discussion with no responders.

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

Council reconvened at 7:53 p.m.

Commissioner Ervin seconded by Commissioner Hall moved to adopt Special Ordinance 2010-1390, declaring real estate as surplus; authorizing its sale to Robb J. and Linda S. Perry; and authorizing the Acting Mayor and City Clerk to sign all documents necessary for the execution of the sale.

Acting Mayor Gover opened the floor for discussion with no responders.

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

Acting Mayor Gover opened the floor for any other discussion with no further discussion.

Commissioner Hall seconded by Commissioner Rankin moved to adjourned at 7:54 p.m.

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

/s/ Susan J. O'Brien
City Clerk

DEPARTMENT REPORTS:

BEGINS ON NEXT PAGE

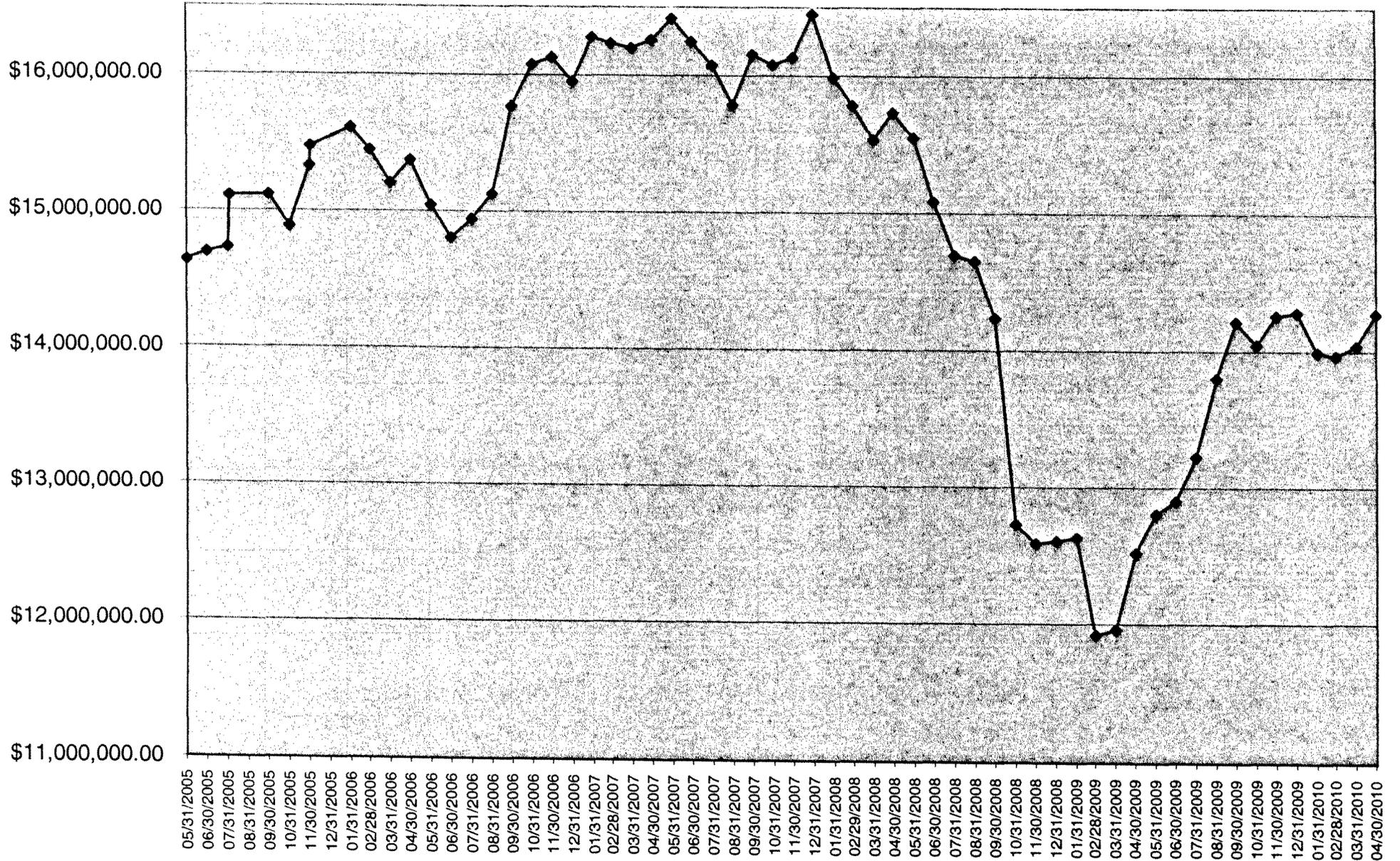
**Firefighters Pension Fund
Investment Analysis as of April 30, 2010**

		<u>Ending Value</u>	<u>Cash or Equivalents</u>	<u>Equities</u>	<u>Bonds & Fixed Incomes</u>
AG Edwards	Centennial Money Market Tr & CD's	\$ 234,652.41	\$ 234,652.41		
AG Edwards	US Treasury Money Fund	\$ 300,642.77	\$ 300,642.77		
AG Edwards	Bonds	\$ 6,649,017.03			\$ 6,649,017.03
AIG - Sun America	AIG Variable Ovation 9	\$ 1,421,395.88		\$ 1,421,395.88	
ING	Golden American Life	\$ 5,269,673.56		\$ 5,269,673.56	
First National Bank	Checking Account	\$ 397,919.66	\$ 397,919.66		
		<u>\$ 14,273,301.31</u>	<u>\$ 933,214.84</u>	<u>\$ 6,691,069.44</u>	<u>\$ 6,649,017.03</u>
		<u>100.00%</u>	<u>6.54%</u>	<u>46.88%</u>	<u>46.58%</u>
AG Edwards		\$ 7,184,312.21	50.33%		
AIG - Sun America		\$ 1,421,395.88	9.96%		
ING		\$ 5,269,673.56	36.92%		
First National Bank		\$ 397,919.66	2.79%		
		<u><u>\$ 14,273,301.31</u></u>	<u><u>100.00%</u></u>		

Fire Pension Investment Analysis Summary

Month	Ending Market Value	Cash Or Equiv.	Equities	Bonds & Fixed Inc.
May-05	\$ 14,635,874.57	8.78%	42.23%	48.99%
June-05	\$ 14,695,576.30	8.90%	42.23%	48.87%
July-05	\$ 14,732,979.28	8.42%	43.34%	48.23%
August-05	\$ 15,113,844.15	10.51%	42.13%	47.36%
September-05	\$ 15,118,164.34	12.60%	42.44%	44.96%
October-05	\$ 14,890,054.08	12.58%	42.32%	45.10%
November-05	\$ 15,330,745.18	15.53%	42.29%	42.18%
December-05	\$ 15,476,209.72	14.94%	42.88%	42.17%
January-06	\$ 15,609,897.00	14.47%	43.93%	41.60%
February-06	\$ 15,447,842.50	12.11%	43.91%	43.98%
March-06	\$ 15,207,342.53	10.82%	45.00%	44.20%
April-06	\$ 15,373,265.79	12.12%	44.32%	43.59%
May-06	\$ 15,045,463.64	12.10%	43.53%	44.40%
June-06	\$ 14,806,220.41	11.70%	43.28%	45.02%
July-06	\$ 14,944,466.62	11.48%	43.53%	44.99%
August-06	\$ 15,128,771.56	11.46%	44.08%	44.46%
September-06	\$ 15,767,230.11	38.72%	18.05%	43.22%
October-06	\$ 16,076,037.47	39.38%	18.27%	42.35%
November-06	\$ 16,129,489.53	38.93%	18.60%	42.46%
December-06	\$ 15,952,243.17	38.28%	19.05%	42.67%
January-07	\$ 16,279,073.39	39.37%	18.88%	41.74%
February-07	\$ 16,232,606.43	39.87%	18.77%	41.33%
March-07	\$ 16,197,823.72	40.59%	17.98%	41.43%
April-07	\$ 16,259,558.06	33.96%	31.97%	34.07%
May-07	\$ 16,416,745.42	34.15%	32.31%	33.54%
June-07	\$ 16,244,288.48	16.81%	44.51%	38.68%
July-07	\$ 16,073,685.87	13.05%	44.24%	42.70%
August-07	\$ 15,786,994.31	11.91%	44.35%	43.75%
September-07	\$ 16,153,943.02	12.31%	44.13%	43.56%
October-07	\$ 16,076,786.73	18.68%	44.66%	36.66%
November-07	\$ 16,131,801.26	19.90%	42.80%	37.60%
December-07	\$ 16,449,359.37	19.41%	41.72%	38.86%
January-08	\$ 15,987,537.77	26.08%	39.72%	34.20%
February-08	\$ 15,785,036.33	4.93%	46.79%	48.28%
March-08	\$ 15,538,347.36	7.27%	46.00%	46.73%
April-08	\$ 15,735,156.03	9.87%	47.36%	42.77%
May-08	\$ 15,553,036.36	9.41%	48.61%	41.98%
June-08	\$ 15,085,881.05	6.46%	46.63%	46.91%
July-08	\$ 14,696,031.92	8.86%	46.47%	44.67%
August-08	\$ 14,654,005.38	10.02%	45.97%	44.01%
September-08	\$ 14,238,422.31	16.25%	42.52%	41.23%
October-08	\$ 12,725,873.79	19.60%	35.05%	45.35%
November-08	\$ 12,585,091.91	9.05%	43.42%	47.53%
December-08	\$ 12,604,131.10	12.50%	43.86%	43.64%
January-09	\$ 12,627,874.45	15.35%	43.46%	41.19%
February-09	\$ 11,922,013.48	17.24%	41.06%	41.70%
March-09	\$ 11,960,058.90	12.40%	42.23%	45.37%
April-09	\$ 12,517,188.32	19.07%	45.39%	35.54%
May-09	\$ 12,805,533.35	18.33%	47.56%	34.11%
June-09	\$ 12,898,624.34	16.58%	47.95%	35.47%
July-09	\$ 13,227,628.60	14.16%	50.11%	35.74%
August-09	\$ 13,802,052.99	9.50%	50.23%	40.27%
September-09	\$ 14,214,946.56	13.30%	49.69%	37.00%
October-09	\$ 14,046,462.91	15.19%	44.88%	39.93%
November-09	\$ 14,260,767.41	9.43%	44.60%	45.97%
December-09	\$ 14,284,025.39	7.06%	45.37%	47.57%
January-10	\$ 13,992,660.54	6.25%	45.18%	48.57%
February-10	\$ 13,966,935.34	7.36%	45.45%	47.19%
March-10	\$ 14,040,002.58	6.29%	47.00%	46.72%
April-10	\$ 14,273,301.31	6.54%	46.88%	46.58%

Monthly Market Value of Fire Pension Fund Investments



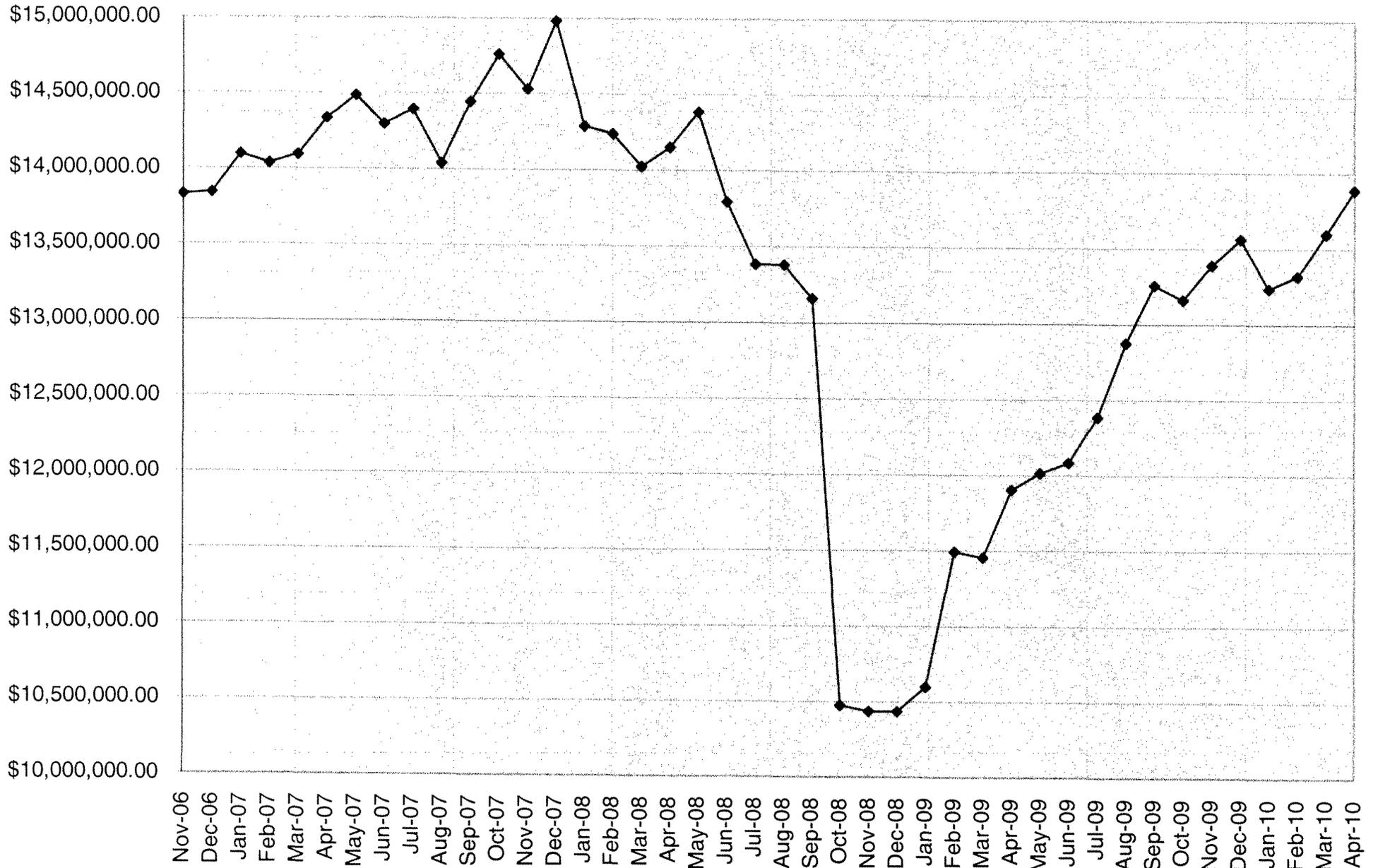
**Police Pension Fund
Investment Analysis as of April 30, 2010**

		<u>Ending Value</u>	<u>Cash or Equivalents</u>	<u>Equities</u>	<u>Bonds & Fixed Incomes</u>
AG Edwards	Centennial Money Market Tr	\$ 1,083,497.33	\$1,083,497.33		
AG Edwards	Bonds	\$ 5,866,971.58			\$ 5,866,971.58
AIG - Sun America	AIG Variable Ovation 9	\$ 3,300,875.90		\$ 3,300,875.90	
Anchor	Anchor National Life	\$ 1,243,747.95		\$ 1,243,747.95	
ING	Golden American Life	\$ 2,045,180.87		\$ 2,045,180.87	
First National Bank	Checking Account	\$ 348,176.09	\$ 348,176.09		
		<u>\$ 13,888,449.72</u>	<u>\$1,431,673.42</u>	<u>\$ 6,589,804.72</u>	<u>\$ 5,866,971.58</u>
		<u>100.00%</u>	<u>10.31%</u>	<u>47.45%</u>	<u>42.24%</u>
AG Edwards		\$ 13,540,273.63	97.49%		
First National Bank		\$ 348,176.09	2.51%		
		<u>\$ 13,888,449.72</u>	<u>100.00%</u>		

Police Pension Investment Analysis Summary

<u>Month</u>	<u>Ending Market Value</u>	<u>Cash Or Equiv.</u>	<u>Equities</u>	<u>Bonds & Fixed Inc.</u>
November-06	\$ 13,830,957.96	11.84%	43.48%	44.68%
December-06	\$ 13,841,625.69	12.24%	44.66%	43.09%
January-07	\$ 14,096,034.62	11.63%	44.20%	44.17%
February-07	\$ 14,034,713.36	14.18%	43.90%	41.92%
March-07	\$ 14,094,611.82	14.86%	44.73%	40.41%
April-07	\$ 14,334,995.00	10.19%	44.74%	45.07%
May-07	\$ 14,486,361.32	4.10%	45.30%	50.60%
June-07	\$ 14,295,354.62	2.29%	45.71%	52.00%
July-07	\$ 14,396,266.73	1.37%	45.68%	52.94%
August-07	\$ 14,039,202.68	1.42%	44.98%	53.59%
September-07	\$ 14,446,393.47	5.14%	45.83%	49.02%
October-07	\$ 14,760,879.82	6.78%	45.15%	48.06%
November-07	\$ 14,530,850.95	10.07%	44.31%	45.63%
December-07	\$ 14,982,352.69	13.89%	43.74%	42.36%
January-08	\$ 14,287,160.38	28.26%	40.70%	31.04%
February-08	\$ 14,237,418.19	10.85%	41.60%	47.55%
March-08	\$ 14,025,378.24	4.97%	46.71%	48.32%
April-08	\$ 14,151,423.72	4.68%	47.72%	47.59%
May-08	\$ 14,385,460.00	5.72%	47.82%	46.46%
June-08	\$ 13,794,176.98	4.33%	47.51%	48.16%
July-08	\$ 13,383,123.11	4.94%	46.99%	48.08%
August-08	\$ 13,381,338.08	5.40%	46.33%	48.27%
September-08	\$ 13,161,665.63	13.83%	43.29%	42.88%
October-08	\$ 10,476,979.68	7.22%	39.88%	52.90%
November-08	\$ 10,437,584.89	6.85%	38.05%	55.10%
December-08	\$ 10,435,237.94	11.12%	38.33%	50.54%
January-09	\$ 10,598,598.02	14.57%	38.58%	46.84%
February-09	\$ 11,491,768.24	14.76%	43.67%	41.57%
March-09	\$ 11,455,143.15	14.01%	44.32%	41.68%
April-09	\$ 11,903,292.93	22.12%	46.18%	31.71%
May-09	\$ 12,014,326.98	22.28%	48.07%	29.65%
June-09	\$ 12,082,871.77	19.49%	48.63%	31.88%
July-09	\$ 12,388,084.40	17.66%	50.59%	31.75%
August-09	\$ 12,876,911.46	12.28%	50.76%	36.95%
September-09	\$ 13,257,820.29	11.06%	51.22%	37.73%
October-09	\$ 13,161,752.19	7.18%	51.50%	41.32%
November-09	\$ 13,390,010.32	4.81%	51.19%	44.00%
December-09	\$ 13,562,501.31	7.02%	48.54%	44.44%
January-10	\$ 13,237,165.12	6.59%	47.84%	45.58%
February-10	\$ 13,321,223.40	8.06%	48.23%	43.71%
March-10	\$ 13,598,360.34	10.08%	47.37%	42.55%
April-10	\$ 13,888,449.72	10.31%	47.45%	42.24%

Monthly Market Value of Police Pension Fund Investments



BILLS & PAYROLL:

BEGINS ON NEXT PAGE

CITY OF MATTOON
5-28-10 PAYROLL
5-8-10/5-21-10

	G/L ACCOUNT	ACCOUNT NAME	AMOUNT
CITY COUNCIL	110 5110-111	SALARIES OF REG EMPLOYEES	1,199.99
CITY CLERK	110 5120-111	SALARIES OF REG EMPLOYEES	4,768.71
	110 5120-114	COMPENSATED ABSENCES	463.17
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEES	3,828.84
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEES	1,214.43
LEGAL SERVICES	110 5160-111	SALARIES OF REG EMPLOYEES	1,335.06
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEES	3,776.76
	110 5170-114	COMPENSATED ABSCENSES	147.62
PLANNING & ZONING	110 5180-111	SALARIES OF REG EMPLOYEES	1,010.27
	110 5180-114	COMPENSATED ABSENCES	18.17
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEES	9,610.44
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEES	11,000.91
	110 5212-113	OVERTIME	1,910.87
PATROL	110 5213-111	SALARIES OF REG EMPLOYEES	78,818.08
	110 5213-113	OVERTIME	5,689.29
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEES	2,845.05
POLICE RECORDS	110 5216-111	SALARIES OF REG EMPLOYEES	3,149.83
TRAFFIC CONTROL	110 5220-111	SALARIES OF REG EMPLOYEES	720
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEES	2,703.47
	110 5227-113	OVERTIME	803.63
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEES	66,346.90
	110 5241-113	OVERTIME	6,055.41
	110 5241-114	COMPENSATED ABSENCES	9,821.80
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEES	3,218.38
	110 5261-114	COMPENSATED ABSENCES	95.47
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEES	4,847.08
	110 5310-114	COMPENSATED ABSENCES	282.89
STREETS	110 5320-111	SALARIES OF REG EMPLOYEES	25,478.34
	110 5320-112	SALARIES OF TEMP EMPLOYEES	1,221.38
	110 5320-113	OVERTIME	101.99
	110 5320-114	COMPENSATED ABSENCES	2,872.50
YARD WASTE COLLECTION	110 5335-111	SALARIES OF REG EMPLOYEES	3,292.41
	110 5335-112	SALARIES OF TEMP EMPLOYEES	662
	110 5335-113	OVERTIME	314.59
CONSTRUCTION INSPECTION	110 5370-111	SALARIES OF REG EMPLOYEES	1,982.87
	110 5370-112	SALARIES OF TEMP. EMPLOYEES	2,318.24
	110 5370-113	OVERTIME	717.53
	110 5370-114	COMPENSATED ABSENCES	132.19
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEES	1,083.44
	110 5381-114	COMPENSATED ABSENCES	361.15
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEES	1,359.35
	110 5390-114	COMPENSATED ABSENCES	667.11
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEES	6,707.62
	110 5511-112	SALARIES OF TEMP EMPLOYEES	1,492.25
	110 5511-114	COMPENSATED ABSENCES	699.84

CITY OF MATTOON

5-28-10 PAYROLL

5-8-10/5-21-10

LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEES	1,847.38
	110 5512-112	SALARIES OF TEMP EMPLOYEES	1,210.00
	110 5512-113	OVERTIME	262.44
	110 5512-114	COMPENSATED ABSENCES	174.96
		*** FUND 110 TOTALS ***	280,642.10
HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	1,666.65
		*** FUND 122 TOTALS ***	1,666.65
RESERVOIRS & WATER SOURCES	211 5351-111	SALARIES OF REG EMPLOYEES	46.18
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	15,348.04
	211 5353-113	OVERTIME	381.5
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	9,633.10
	211 5354-112	SALARIES OF TEMP EMPLOYEES	225.87
	211 5354-113	OVERTIME	63.94
	211 5354-114	COMPENSATED ABSENCES	912.21
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	5,617.56
	211 5355-114	COMPENSATED ABSENCES	99.16
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	2,664.04
	211 5356-114	COMPENSATED ABSENCES	261.77
		*** FUND 211 TOTALS ***	35,253.37
SANITARY SWR MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	5,367.41
	212 5342-112	SALARIES OF TEMP EMPLOYEES	120.87
	212 5342-113	OVERTIME	28.86
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	12,090.18
	212 5344-114	COMPENSATED ABSENCES	2,138.26
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	5,526.81
	212 5345-114	COMPENSATED ABSENCES	99.17
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	2,664.03
	212 5346-114	COMPENSATED ABSENCES	261.77
		*** FUND 212 TOTALS ***	28,297.36
MAINTENANCE & OPERATIONS	213 5361-111	SALARIES OF REG EMPLOYEES	2,451.97
	213 5361-112	SALARIES OF TEMP EMPLOYEES	2,417.38
	213 5361-114	COMPENSATED ABSENCES	329.2
		*** FUND 213 TOTALS ***	5,198.55
		*** GRAND TOTALS ***	351,058.03

CITY OF MATTOON
 5-28-10 PAYROLL
 5-8-10/5-21-10

*** PAY CODE TOTALS ***

PAY CODE	NO OF TIMES	HOURS	AMOUNT
CLOTHING ALLOWANCE	72	72	45,100.00
REGULAR PAY	46	2,495.50	42,224.56
VACATION PAY	24	320	7,207.36
SALARY PAY	120	9,755.91	226,427.83
HOLIDAY PAY-REGULAR	34	134.4	2,898.04
PEHP	33	33	412.5
SICK PAY-AFSCME	7	67.5	1,590.28
VACATION PAY	6	240	5,211.14
OVERTIME PAY	36	445.5	15,809.71
COMP EARNED	1	12	0
COMP PAID	2	11	247.18
SICK-NON UNION	3	39.5	851.05
SICK-FD UNION	4	104.5	2,159.98
SHIFT PAY	3	160	112
SHIFT PAY	4	246	147.6
STRAIGHT OT POLICE	5	20	520.34
VEHICLE EXP	1	1	138.46

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-045400	UPCHURCH GROUP INC	I-10891	110 4805-010	OTHER MISC RE:	SURVEY	102717	49.84
						VENDOR 01-045400 TOTALS	49.84
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:		49.84
01-001382	CUSTOM IDENTIFICATION	I-0230832-IN	110 5110-319	MISCELLANEOUS:	NAMEPLATE MAGNETS	102659	22.61
						VENDOR 01-001382 TOTALS	22.61
01-002170	BUSINESS CARD	I-201005273400	110 5110-561	BUSINESS MEET:	WALMART	102641	13.01
01-002170	BUSINESS CARD	I-201005273400	110 5110-561	BUSINESS MEET:	DOLLAR GENERAL	102641	17.50
						VENDOR 01-002170 TOTALS	30.51
01-007615	CODY'S ROAD HOUSE INC	I-201005213333	110 5110-561	BUSINESS MEET:	5/15/10 LUNCH	102644	149.86
						VENDOR 01-007615 TOTALS	149.86
01-009040	COMMON GROUNDS	I-201005213341	110 5110-561	BUSINESS MEET:	STRATEGIC PLANNING M	102652	32.98
						VENDOR 01-009040 TOTALS	32.98
01-023800	CONSOLIDATED COMMUNICA	I-201005253359	110 5110-532	TELEPHONE	: 234-4633	102654	43.23
						VENDOR 01-023800 TOTALS	43.23
01-046600	WARNER'S OFFICE EQUIPM	I-54605	110 5110-319	MISCELLANEOUS:	NAMEPLATES	102721	28.00
						VENDOR 01-046600 TOTALS	28.00
			DEPARTMENT 110	CITY COUNCIL	TOTAL:		307.19
01-021348	HERALD & REVIEW	I-201005253378	110 5120-540	ADVERTISING	: BUDGET HEARING	102672	89.50
01-021348	HERALD & REVIEW	I-20303945	110 5120-540	ADVERTISING	: BUDGET HEARING	102672	89.50
01-021348	HERALD & REVIEW	I-20304085	110 5120-540	ADVERTISING	: PAVILIONS AT LAKE PA	102672	118.06
						VENDOR 01-021348 TOTALS	297.06

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 120 CITY CLERK

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023800	CONSOLIDATED COMMUNICA	I-201005253360	110 5120-532	TELEPHONE	: 235-5654	102654	213.72
VENDOR 01-023800 TOTALS							213.72
01-024075	IL DEPT OF PUBLIC HEAL	I-201005273414	110 5120-801	VITAL RECORDS: MAY VR FEES		102677	284.00
VENDOR 01-024075 TOTALS							284.00
DEPARTMENT 120 CITY CLERK						TOTAL:	794.78
01-002170	BUSINESS CARD	I-201005273400	110 5130-562	TRAVEL & TRAI: EAGLE RIDGE RESORT		102641	217.35
01-002170	BUSINESS CARD	I-201005273400	110 5130-562	TRAVEL & TRAI: NORTHERN IL UNIVERSI		102641	390.00
01-002170	BUSINESS CARD	I-201005273400	110 5130-562	TRAVEL & TRAI: ICMA		102641	50.00
VENDOR 01-002170 TOTALS							657.35
01-002399	SUE MCLAUGHLIN	I-201005253382	110 5130-562	TRAVEL & TRAI: MILEAGE 5/19/10		102689	187.36
VENDOR 01-002399 TOTALS							187.36
01-023630	IL CITY/CO MANAGEMENT	I-201005213340	110 5130-571	DUES & MEMBER: MEMBERSHIP		102675	246.25
VENDOR 01-023630 TOTALS							246.25
DEPARTMENT 130 CITY ADMINISTRATOR						TOTAL:	1,090.96
01-001657	TYLER TECHNOLOGIES	I-165,570	110 5150-516	TECHNOLOGY SU: SECURE SIGNATURE		102716	138.00
01-001657	TYLER TECHNOLOGIES	I-166,808	110 5150-516	TECHNOLOGY SU: ANNUAL SOFTWARE MNTC		102716	9,045.00
VENDOR 01-001657 TOTALS							9,183.00
01-023800	CONSOLIDATED COMMUNICA	I-201005253360	110 5150-532	TELEPHONE	: 235-5654	102654	88.33
VENDOR 01-023800 TOTALS							88.33
DEPARTMENT 150 FINANCIAL ADMINISTRATION						TOTAL:	9,271.33

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 160 LEGAL SERVICES

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000449	IL STATE BAR ASSOCIATI	I-201005273411	110 5160-571	DUES & MEMBER:	DUES OWEN	102678	282.00
					VENDOR 01-000449 TOTALS		282.00
01-001462	IL CPA SOCIETY	I-201005273410	110 5160-571	DUES & MEMBER:	MEMBERSHIP OWEN	102676	270.00
					VENDOR 01-001462 TOTALS		270.00
01-002170	BUSINESS CARD	I-201005273400	110 5160-562	TRAVEL & TRAI:	LITTLE MEXICO	102641	33.00
01-002170	BUSINESS CARD	I-201005273400	110 5160-340	BOOKS & PERIO:	IICLE	102641	695.00
					VENDOR 01-002170 TOTALS		728.00
				DEPARTMENT 160	LEGAL SERVICES	TOTAL:	1,280.00
01-002958	BATTERY SPECIALISTS, I	I-87326	110 5170-851	WIDE AREA NET:	BATTERY SPECIALISTS,	102636	95.80
					VENDOR 01-002958 TOTALS		95.80
				DEPARTMENT 170	COMPUTER INFO SYSTEMS	TOTAL:	95.80
01-010900	D TO Z SPORTS	I-18595	110 5211-319	MISCELLANEOUS:	PLAQUES	102660	60.00
					VENDOR 01-010900 TOTALS		60.00
01-037936	ONE STOP COPY SHOP	I-15571	110 5211-550	PRINTING & BI:	BUS CARDS TAYLOR	102697	62.94
					VENDOR 01-037936 TOTALS		62.94
01-038300	PERRY'S LOCKSMITH	I-53881	110 5211-311	OFFICE SUPPLI:	KEY	102702	2.00
					VENDOR 01-038300 TOTALS		2.00
01-038400	PITNEY BOWES INC	I-5093316-MY10	110 5211-531	POSTAGE	: POSTAGE METER LEASE	102703	140.00
					VENDOR 01-038400 TOTALS		140.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 211 POLICE ADMINISTRATION

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038700	POLICE PENSION FUND	I-201005273390	110 5211-232	POLICE PENSIO:	PROPERTY TAX DIST	102628	128,439.89
VENDOR 01-038700 TOTALS							128,439.89
01-043522	STAPLES CREDIT PLAN	I-1832269001	110 5211-311	OFFICE SUPPLI:	OFFICE SUPPLIES	102713	259.48
01-043522	STAPLES CREDIT PLAN	I-1837642001	110 5211-311	OFFICE SUPPLI:	OFFICE SUPPLIES	102713	150.44
01-043522	STAPLES CREDIT PLAN	I-79324	110 5211-311	OFFICE SUPPLI:	OFFICE SUPPLIES	102713	42.55
VENDOR 01-043522 TOTALS							452.47
01-046600	WARNER'S OFFICE EQUIPM	I-54605	110 5211-319	MISCELLANEOUS:	NAMEPLATES	102721	22.00
VENDOR 01-046600 TOTALS							22.00
DEPARTMENT 211 POLICE ADMINISTRATION TOTAL:							129,179.30
01-002170	BUSINESS CARD	I-201005273400	110 5212-319	MISCELLANEOUS:	SUPERMEDIASTORE.COM	102641	59.99
VENDOR 01-002170 TOTALS							59.99
01-002438	PENN CAMERA EXCHANGE,	I-761213	110 5212-319	MISCELLANEOUS:	PENN CAMERA EXCHANGE	102701	106.95
01-002438	PENN CAMERA EXCHANGE,	I-761300	110 5212-319	MISCELLANEOUS:	PENN CAMERA EXCHANGE	102701	15.95
VENDOR 01-002438 TOTALS							122.90
01-002439	KORY CULP	I-201005273416	110 5212-579	MISC OTHER PU:	5/24/10 COMPLIANCE C	102657	50.00
VENDOR 01-002439 TOTALS							50.00
DEPARTMENT 212 CRIMINAL INVESTIGATION TOTAL:							232.89
01-000054	BATTERY ZONE	I-SI094275	110 5213-319	MISCELLANEOUS:	BATTERY	102637	408.16
VENDOR 01-000054 TOTALS							408.16
DEPARTMENT 213 PATROL TOTAL:							408.16

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 214 K-9 SERVICE

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000728	RAY ALLEN MANUFACTURIN	I-254283-2	110 5214-319	MISCELLANEOUS: RAY ALLEN MANUFACTUR		102707	11.95
						VENDOR 01-000728 TOTALS	11.95
						DEPARTMENT 214 K-9 SERVICE TOTAL:	11.95
01-000777	ERIN SPURGEON	I-201005273418	110 5221-562	TRAVEL & TRAI: MEALS 5/11-12		102712	13.00
						VENDOR 01-000777 TOTALS	13.00
01-001289	DEBBIE SPARR	I-201005273417	110 5221-562	TRAVEL & TRAI: MEALS 5/25/10		102710	10.48
						VENDOR 01-001289 TOTALS	10.48
						DEPARTMENT 221 POLICE TRAINING TOTAL:	23.48
01-002019	BARBECK COMMUNICATIONS	I-339487-48	110 5222-535	RADIOS	: MOBILE MAINTENANCE	102634	245.75
						VENDOR 01-002019 TOTALS	245.75
01-009057	COMM REVOLVING FUND	I-T1041029	110 5222-537	I-WIN ACCESS : COMM SVCS 4/10		102649	687.24
						VENDOR 01-009057 TOTALS	687.24
01-023800	CONSOLIDATED COMMUNICA	I-201005273420	110 5222-532	TELEPHONE	: 045-2243	102654	57.23
						VENDOR 01-023800 TOTALS	57.23
						DEPARTMENT 222 COMMUNICATION SERVICES TOTAL:	990.22
01-038082	PELICAN SIGNS	I-4260	110 5223-434	REPAIR OF VEH: CHANGE SQUAD CAR NUM		102700	40.00
						VENDOR 01-038082 TOTALS	40.00
						DEPARTMENT 223 AUTOMOTIVE SERVICES TOTAL:	40.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 224 POLICE BUILDINGS

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001408	INDUSTRIAL MECHANICAL	I-4611	110 5224-432	REPAIR OF BUI:	SERVICE 5/4/10	102680	139.00
				VENDOR 01-001408	TOTALS		139.00
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5224-321	NATURAL GAS &:	1700 WABASH	102631	3,673.21
				VENDOR 01-002194	TOTALS		3,673.21
01-008600	COLES MOULTRIE ELECTRI	I-201005273419	110 5224-322	ELECTRICITY :	PISTOL RANGE	102648	299.74
				VENDOR 01-008600	TOTALS		299.74
01-017000	FIRE EQUIPMENT SERVICE	I-94001	110 5224-432	REPAIR OF BUI:	EXTINGUISHER MNTCE	102666	65.36
				VENDOR 01-017000	TOTALS		65.36
01-033800	MATTOON WATER DEPT	I-201005133273	110 5224-410	UTILITY SERVI:	1710 WABASH	000000	204.59
01-033800	MATTOON WATER DEPT	I-201005133274	110 5224-410	UTILITY SERVI:	221 S 17TH	000000	27.77
				VENDOR 01-033800	TOTALS		232.36
01-036810	CR NEFF PLUMBING, HEAT	I-10809	110 5224-432	REPAIR OF BUI:	FIXED STOOL	102655	72.00
				VENDOR 01-036810	TOTALS		72.00
				DEPARTMENT 224	POLICE BUILDINGS	TOTAL:	4,481.67
01-001070	AMERENCIPS	I-201005213323	110 5241-321	NATURAL GAS &:	1801 PRAIRIE	102590	60.76
01-001070	AMERENCIPS	I-201005273409	110 5241-321	NATURAL GAS &:	2700 MARSHALL	102632	69.07
				VENDOR 01-001070	TOTALS		129.83
01-001984	BOUND TREE MEDICAL, LL	I-70071103	110 5241-313	MEDICAL & SAF:	RETURN	102640	40.64
01-001984	BOUND TREE MEDICAL, LL	I-87150380	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	102640	61.15
01-001984	BOUND TREE MEDICAL, LL	I-87150717	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	102640	87.00
01-001984	BOUND TREE MEDICAL, LL	I-87151486	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	102640	81.40
				VENDOR 01-001984	TOTALS		270.19

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201005273400	110 5241-326	FUEL	: MOTOMART	102641	21.41
01-002170	BUSINESS CARD	I-201005273400	110 5241-326	FUEL	: MOTOMART	102641	17.58
						VENDOR 01-002170 TOTALS	38.99
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5241-321	NATURAL GAS &:	2700 MARSHALL	102631	161.11
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5241-321	NATURAL GAS &:	1801 PRAIRIE	102631	55.03
						VENDOR 01-002194 TOTALS	216.14
01-016000	FARM PLAN	I-3730608	110 5241-319	MISCELLANEOUS:	DISH DETERGENT	102624	13.98
01-016000	FARM PLAN	I-3735069	110 5241-318	VEHICLE PARTS:	TUBE	102624	9.99
01-016000	FARM PLAN	I-3748444	110 5241-316	TOOLS & EQUIP:	SAWZALL BLADES	102624	29.98
						VENDOR 01-016000 TOTALS	53.95
01-017000	FIRE EQUIPMENT SERVICE	I-95006	110 5241-433	REPAIR OF MAC:	EXTINGUISHER MNTCE	102666	200.00
						VENDOR 01-017000 TOTALS	200.00
01-017200	FIRE PENSION FUND	I-201005273391	110 5241-233	FIREFIGHTERS :	PROPERTY TAX DIST	102625	155,326.79
						VENDOR 01-017200 TOTALS	155,326.79
01-023800	CONSOLIDATED COMMUNICA	I-201005253355	110 5241-532	TELEPHONE	: 235-0924	102654	47.17
01-023800	CONSOLIDATED COMMUNICA	I-201005253356	110 5241-532	TELEPHONE	: 235-0947	102654	40.95
						VENDOR 01-023800 TOTALS	88.12
01-031000	LORENZ SUPPLY CO.	I-242163	110 5241-312	CLEANING SUPP:	TOWELS, TISSUE, FILTER	102684	175.14
						VENDOR 01-031000 TOTALS	175.14
01-039423	QUARTERMASTER INC	I-P656714200014	110 5241-315	UNIFORMS & CL:	TROUSERS	102706	103.95
						VENDOR 01-039423 TOTALS	103.95
01-043371	SPRINGFIELD ELECTRIC	I-S2925292.001	110 5241-316	TOOLS & EQUIP:	SPRINGFIELD ELECTRIC	102711	19.84
						VENDOR 01-043371 TOTALS	19.84

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043522	STAPLES CREDIT PLAN	I-40767	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	102724	18.58
01-043522	STAPLES CREDIT PLAN	I-76584	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	102724	53.98
01-043522	STAPLES CREDIT PLAN	I-78688	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	102724	15.98
						VENDOR 01-043522 TOTALS	88.54
01-045820	WALMART COMMUNITY BRC	I-02440	110 5241-319	MISCELLANEOUS:	LINERS,STORAGE BOXES	102720	27.34
01-045820	WALMART COMMUNITY BRC	I-05843	110 5241-312	CLEANING SUPP:	TRASH BAGS,BLEACH,CO	102720	112.90
01-045820	WALMART COMMUNITY BRC	I-05858	110 5241-319	MISCELLANEOUS:	DISH SOAP,COFFEE,FIL	102720	50.17
						VENDOR 01-045820 TOTALS	190.41
01-046600	WARNER'S OFFICE EQUIPM	I-54605	110 5241-311	OFFICE SUPPLI:	NAMEPLATES	102721	22.00
						VENDOR 01-046600 TOTALS	22.00
						DEPARTMENT 241 FIRE PROTECTION ADMIN. TOTAL:	156,923.89
01-046600	WARNER'S OFFICE EQUIPM	I-54605	110 5261-319	MISCELLANEOUS:	NAMEPLATES	102721	22.00
						VENDOR 01-046600 TOTALS	22.00
						DEPARTMENT 261 CODE ENFORCEMENT ADMIN TOTAL:	22.00
01-001293	BRAD STROHL	I-201005213336	110 5310-564	PRIVATE VEHIC:	MILEAGE 4/7-28	102714	4.15
						VENDOR 01-001293 TOTALS	4.15
01-046600	WARNER'S OFFICE EQUIPM	I-54605	110 5310-319	MISCELLANEOUS:	NAMEPLATES	102721	22.00
						VENDOR 01-046600 TOTALS	22.00
						DEPARTMENT 310 PUBLIC WORKS ADMIN TOTAL:	26.15
01-000755	ALTORFER	I-PC010026128	110 5320-318	VEHICLE PARTS:	STRAINER,CAP TANK,CH	102630	208.14
01-000755	ALTORFER	I-PC010026129	110 5320-318	VEHICLE PARTS:	O-RING SEAL	102630	25.80
01-000755	ALTORFER	I-PC010026202	110 5320-318	VEHICLE PARTS:	SEAT GP	102630	499.10
						VENDOR 01-000755 TOTALS	733.04

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001145	CONNEY SAFETY PRODUCTS	I-03668679	110 5320-313	MEDICAL & SAF:	FACESHIELD	102653	198.04
					VENDOR 01-001145 TOTALS		198.04
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5320-321	NATURAL GAS &:	212 N 12TH	102631	2.53
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5320-321	NATURAL GAS &:	221 N 12TH	102631	183.80
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5320-321	NATURAL GAS &:	1321 RICHMOND	102631	2.74
					VENDOR 01-002194 TOTALS		189.07
01-002296	INTERSTATE	I-201005273425	110 5320-319	MISCELLANEOUS:	HEAVY DUTY SPRINGS	102681	33.34
					VENDOR 01-002296 TOTALS		33.34
01-002433	MARSHALL CREED	I-201005253373	110 5320-313	MEDICAL & SAF:	REIMBURSE BOOTS	102656	75.00
					VENDOR 01-002433 TOTALS		75.00
01-002441	DALENA HALL	I-201005273427	110 5320-359	OTHER STREET :	REIMBURSE FLOWERS	102670	63.64
					VENDOR 01-002441 TOTALS		63.64
01-022400	HOWELL ASPHALT CO	I-6752MB	110 5320-359	OTHER STREET :	HOWELL ASPHALT CO	102673	490.00
					VENDOR 01-022400 TOTALS		490.00
01-023800	CONSOLIDATED COMMUNICA	I-201005253379	110 5320-532	TELEPHONE :	235-5460	102654	42.20
01-023800	CONSOLIDATED COMMUNICA	I-201005253380	110 5320-532	TELEPHONE :	235-5171	102654	221.29
01-023800	CONSOLIDATED COMMUNICA	I-201005273424	110 5320-532	TELEPHONE :	235-5663	102654	37.74
					VENDOR 01-023800 TOTALS		301.23
01-033800	MATTOON WATER DEPT	I-201005123237	110 5320-410	UTILITY SERVI:	221 N 12TH	000000	40.76
01-033800	MATTOON WATER DEPT	I-201005123238	110 5320-410	UTILITY SERVI:	212 N 12TH	000000	7.03
					VENDOR 01-033800 TOTALS		47.79
01-038300	PERRY'S LOCKSMITH	I-53870	110 5320-319	MISCELLANEOUS:	LOCK	102702	35.00

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038300	PERRY'S LOCKSMITH	I-53876	110 5320-319	MISCELLANEOUS: KEYS		102702	5.50
						VENDOR 01-038300 TOTALS	40.50
01-043522	STAPLES CREDIT PLAN	I-41938	110 5320-311	OFFICE SUPPLI: OFFICE SUPPLIES		102595	9.49
01-043522	STAPLES CREDIT PLAN	I-60788	110 5320-311	OFFICE SUPPLI: OFFICE SUPPLIES		102595	1.23
01-043522	STAPLES CREDIT PLAN	I-75545	110 5320-311	OFFICE SUPPLI: OFFICE SUPPLIES		102595	92.27
						VENDOR 01-043522 TOTALS	102.99
						DEPARTMENT 320 STREETS	TOTAL: 2,274.64
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: 9TH & CHARLESTON		102631	12.41
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: 19TH & RICHMOND		102631	12.34
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: 7TH & CHARLSTON		102631	9.46
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: 14TH & CHARLESTON		102631	10.14
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: LOGAN & CHARLESTON		102631	8.91
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: 15TH & CHARLESTON		102631	9.73
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: 18TH & MARSHALL		102631	16.24
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: 18TH & CHARLESTON		102631	2.26
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: 19TH & WESTERN		102631	63.25
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: 6TH & CHARLESTON		102631	10.63
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: CHARLESTON & SWORDS		102631	11.72
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: 1721 B'DWAY		102631	35.08
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: B'DWAY & CHARLESTON		102631	219.85
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5326-321	NATURAL GAS &: CHARLESTON & CRESTVI		102631	13.36
						VENDOR 01-002194 TOTALS	435.38
01-008600	COLES MOULTRIE ELECTRI	I-201005253361	110 5326-322	ELECTRIC : S RT 45 & PARADISE		102647	47.49
01-008600	COLES MOULTRIE ELECTRI	I-201005253362	110 5326-322	ELECTRIC : EAST RT 16		102647	104.81
01-008600	COLES MOULTRIE ELECTRI	I-201005253363	110 5326-322	ELECTRIC : S RT 45		102647	59.41
01-008600	COLES MOULTRIE ELECTRI	I-201005253364	110 5326-322	ELECTRIC : LAKELAND INN ENTRANC		102647	8.70
01-008600	COLES MOULTRIE ELECTRI	I-201005253365	110 5326-322	ELECTRIC : OLD STATE VILLAGE		102647	10.05
01-008600	COLES MOULTRIE ELECTRI	I-201005253366	110 5326-322	ELECTRIC : SOUTH 9TH ST		102647	8.70
01-008600	COLES MOULTRIE ELECTRI	I-201005253367	110 5326-322	ELECTRIC : SUNRISE APTS		102647	10.05
01-008600	COLES MOULTRIE ELECTRI	I-201005253368	110 5326-322	ELECTRIC : S RT 45 & PARADISE		102647	14.83
01-008600	COLES MOULTRIE ELECTRI	I-201005253369	110 5326-322	ELECTRIC : S RT 45 & PARADISE		102647	14.83
01-008600	COLES MOULTRIE ELECTRI	I-201005253370	110 5326-322	ELECTRIC : 3020 LAKELAND BLVD		102648	8.55
01-008600	COLES MOULTRIE ELECTRI	I-201005253371	110 5326-322	ELECTRIC : PIATT & RT 316		102648	13.20
						VENDOR 01-008600 TOTALS	300.62
						DEPARTMENT 326 STREET LIGHTING	TOTAL: 736.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 335 YARD WASTE COLLECTION

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023500	MOTION INDUSTRIES	I-IL64-844455	110 5335-318	VEHICLE PARTS: ROLLER CHAIN		102695	21.88
01-023500	MOTION INDUSTRIES	I-IL64-844531	110 5335-318	VEHICLE PARTS: MOTION INDUSTRIES		102695	495.76
01-023500	MOTION INDUSTRIES	I-IL64-844859	110 5335-318	VEHICLE PARTS: MOTION INDUSTRIES		102695	25.74
01-023500	MOTION INDUSTRIES	I-IL64-846265	110 5335-318	VEHICLE PARTS: MOTION INDUSTRIES		102594	307.26
						VENDOR 01-023500 TOTALS	850.64
						DEPARTMENT 335 YARD WASTE COLLECTION TOTAL:	850.64
01-033800	MATTOON WATER DEPT	I-201005123208	110 5338-421	DISPOSAL SERV: 420 LOGAN		000000	31.67
						VENDOR 01-033800 TOTALS	31.67
						DEPARTMENT 338 REFUSE COLLECT & DISPOSAL TOTAL:	31.67
01-001070	AMERENCIPS	I-201005213324	110 5381-321	NATURAL GAS &: 19TH & RICHMOND		102590	46.68
01-001070	AMERENCIPS	I-201005273409	110 5381-321	NATURAL GAS &: 208 N 19TH		102632	1,099.11
						VENDOR 01-001070 TOTALS	1,145.79
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5381-321	NATURAL GAS &: CITY HALL		102631	1,091.00
						VENDOR 01-002194 TOTALS	1,091.00
01-023800	CONSOLIDATED COMMUNICA	I-201005213327	110 5381-435	ELEVATOR SERV: 234-7376		102592	37.35
						VENDOR 01-023800 TOTALS	37.35
						DEPARTMENT 381 CUSTODIAL SERVICES TOTAL:	2,274.14
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5383-321	NATURAL GAS &: BURGESS		102631	71.40
						VENDOR 01-002194 TOTALS	71.40
01-033800	MATTOON WATER DEPT	I-201005123234	110 5383-410	UTILITY SERVI: 1701 WABASH		000000	23.22
						VENDOR 01-033800 TOTALS	23.22
						DEPARTMENT 383 BURGESS OSBORNE TOTAL:	94.62

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5384-321	NATURAL GAS &: 1718 B'DWAY UNIT C		102631	5.62
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5384-321	NATURAL GAS &: 1718 B'DWAY UNIT B		102631	39.61
						VENDOR 01-002194 TOTALS	45.23
						DEPARTMENT 384 RAILROAD DEPOT TOTAL:	45.23
01-001135	BEACON ATHLETICS	I-0403571-IN	110 5511-825	TOURISM GRANT: FIELD MAINTENANCE		102638	3,578.00
						VENDOR 01-001135 TOTALS	3,578.00
01-002360	E-K PETROLEUM	I-38390	110 5511-326	FUEL : DIESEL		102664	421.01
						VENDOR 01-002360 TOTALS	421.01
01-035050	METZGER WELDING SERVIC	I-201005213338	110 5511-433	REPAIR OF MAC: MOWER REPAIRS		102691	112.50
						VENDOR 01-035050 TOTALS	112.50
01-037050	NIEMEYER REPAIR SERVIC	I-30210	110 5511-433	REPAIR OF MAC: MOWER REPAIRS		102696	784.90
01-037050	NIEMEYER REPAIR SERVIC	I-30310	110 5511-433	REPAIR OF MAC: KUBOTA REPAIRS		102696	274.08
						VENDOR 01-037050 TOTALS	1,058.98
						DEPARTMENT 511 PARK ADMINISTRATION TOTAL:	5,170.49
01-024060	IL DEPT OF NATURAL RES	I-201005253372	110 5512-802	HUNTING/FISHI: LAKE 5-11/17 HUNT/FI	000000		190.50
01-024060	IL DEPT OF NATURAL RES	I-201005283428	110 5512-802	HUNTING/FISHI: LAKE 5-18/24 HUNT/FI	000000		428.00
						VENDOR 01-024060 TOTALS	618.50
01-024101	IL DEPARTMENT OF REVEN	I-201005213347	110 5512-803	SALES TAX REM: APRIL SALES TAX	000000		403.00
						VENDOR 01-024101 TOTALS	403.00
01-032980	FRED THROM	I-8358	110 5512-433	REPAIR OF MAC: BLADES		102686	30.00
						VENDOR 01-032980 TOTALS	30.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 512 LAKE ADMINISTRATION

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043522	STAPLES CREDIT PLAN	I-60693	110 5512-311	OFFICE SUPPLI:	OFFICE SUPPLIES	102599	131.25
						VENDOR 01-043522 TOTALS	131.25
						DEPARTMENT 512 LAKE ADMINISTRATION TOTAL:	1,182.75
01-033800	MATTOON WATER DEPT	I-201005123231	110 5521-410	UTILITY SERVI:	418 RICHMOND	000000	27.40
						VENDOR 01-033800 TOTALS	27.40
						DEPARTMENT 521 DEMARS CENTER TOTAL:	27.40
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5541-410	UTILITY SERVI:	PETERSON PARK	102631	1,663.91
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5541-410	UTILITY SERVI:	PETERSON PARK	102631	68.53
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5541-410	UTILITY SERVI:	PETERSON PARK	102631	5.48
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5541-410	UTILITY SERVI:	19TH & CHARLESTON	102631	4.25
						VENDOR 01-002194 TOTALS	1,742.17
01-031000	LORENZ SUPPLY CO.	I-239027	110 5541-319	MISCELLANEOUS:	LINERS	102684	208.30
01-031000	LORENZ SUPPLY CO.	I-239203	110 5541-319	MISCELLANEOUS:	TISSUE,BROOM,DUST PA	102684	74.99
01-031000	LORENZ SUPPLY CO.	I-239509	110 5541-319	MISCELLANEOUS:	BROOM	102684	8.38
01-031000	LORENZ SUPPLY CO.	I-240161	110 5541-319	MISCELLANEOUS:	TRASH CONTAINER, LID	102684	35.66
01-031000	LORENZ SUPPLY CO.	I-241211	110 5541-319	MISCELLANEOUS:	LINERS	102684	208.30
						VENDOR 01-031000 TOTALS	535.63
01-033800	MATTOON WATER DEPT	I-201005123228	110 5541-410	UTILITY SERVI:	500 BROADWAY	000000	11.30
01-033800	MATTOON WATER DEPT	I-201005123229	110 5541-410	UTILITY SERVI:	301 RICHMOND	000000	13.55
01-033800	MATTOON WATER DEPT	I-201005123230	110 5541-410	UTILITY SERVI:	305 RICHMOND	000000	13.47
						VENDOR 01-033800 TOTALS	38.32
						DEPARTMENT 541 PETERSON PARK TOTAL:	2,316.12
01-000343	TIMOTHY LEE QUAKENBUSH	I-201005273426	110 5542-450	CONSTRUCTION :	DEMO LAWSON PARK RES	102705	2,465.00
						VENDOR 01-000343 TOTALS	2,465.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 542 LAWSON PARK

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5542-321	NATURAL GAS &:	LAWSON PARK	102631	30.15
							30.15
						VENDOR 01-002194 TOTALS	30.15
01-031000	LORENZ SUPPLY CO.	I-239203	110 5542-319	MISCELLANEOUS:	TISSUE,BROOM,DUST PA	102684	74.98
01-031000	LORENZ SUPPLY CO.	I-239509	110 5542-319	MISCELLANEOUS:	BROOM	102684	8.38
							83.36
						VENDOR 01-031000 TOTALS	83.36
01-033800	MATTOON WATER DEPT	I-201005213335	110 5542-410	UTILITY SERVI:	BASEBALL DIAMOND	000000	74.87
							74.87
						VENDOR 01-033800 TOTALS	74.87
						TOTAL:	2,653.38

01-001070	AMERENCIPS	I-201005273396	110 5544-321	NATURAL GAS &:	1200 CHAMPAIGN	102623	39.42
							39.42
						VENDOR 01-001070 TOTALS	39.42
						TOTAL:	39.42

01-001070	AMERENCIPS	I-201005273399	110 5551-321	NATURAL GAS &:	312 N 10TH	102623	144.27
							144.27
						VENDOR 01-001070 TOTALS	144.27
						TOTAL:	144.27

01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5551-321	NATURAL GAS &:	BOYS COMPLEX	102631	378.28
							378.28
						VENDOR 01-002194 TOTALS	378.28
						TOTAL:	522.55

01-001070	AMERENCIPS	I-201005273394	110 5552-321	NATURAL GAS &:	311 N 6TH ST	102623	25.92
01-001070	AMERENCIPS	I-201005273395	110 5552-321	NATURAL GAS &:	311 N 6TH	102623	135.95
							161.87
						VENDOR 01-001070 TOTALS	161.87

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5552-321	NATURAL GAS &:	GIRLS COMPLEX	102631	350.87
							350.87
						VENDOR 01-002194 TOTALS	350.87
01-043371	SPRINGFIELD ELECTRIC	I-S2912349.001	110 5552-319	MISCELLANEOUS:	SCOREBOARD REPAIRS	102711	133.20
							133.20
						VENDOR 01-043371 TOTALS	133.20
						DEPARTMENT 552 GIRLS COMPLEX	TOTAL: 645.94
01-001070	AMERENCIPS	I-201005273398	110 5553-321	NATURAL GAS &:	421 SHELBY	102623	46.29
							46.29
						VENDOR 01-001070 TOTALS	46.29
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5553-321	NATURAL GAS &:	JFL COMPLEX	102631	68.53
							68.53
						VENDOR 01-002194 TOTALS	68.53
						DEPARTMENT 553 JR FOOTBALL COMPLEX	TOTAL: 114.82
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5555-321	NATURAL GAS &:	KINZEL FIELD	102631	9.46
							9.46
						VENDOR 01-002194 TOTALS	9.46
						DEPARTMENT 555 KINZEL FIELD	TOTAL: 9.46
01-001070	AMERENCIPS	I-201005273397	110 5556-321	NATURAL GAS &:	221 SHELBY	102623	34.07
							34.07
						VENDOR 01-001070 TOTALS	34.07
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	110 5556-321	NATURAL GAS &:	T-BALL COMPLEX	102631	34.96
							34.96
						VENDOR 01-002194 TOTALS	34.96
01-040253	RENTAL CENTER USA	I-321045	110 5556-440	RENTALS	: RENT LIFT GENIE	102708	180.00
							180.00
						VENDOR 01-040253 TOTALS	180.00
						DEPARTMENT 556 T-BALL COMPLEX	TOTAL: 249.03

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 561 EAST CAMPGROUND

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-010167	CUMBERLAND CO COLLECTO	I-201005253375	110 5561-828	REAL ESTATE T:	EAST CAMPGROUND	102658	1,291.86
						VENDOR 01-010167 TOTALS	1,291.86
01-041751	SHELBY COUNTY TREASURE	I-201005273423	110 5561-828	REAL ESTATE T:	REAL ESTATE TAXES	102709	155.72
						VENDOR 01-041751 TOTALS	155.72
						DEPARTMENT 561 EAST CAMPGROUND TOTAL:	1,447.58
01-035050	METZGER WELDING SERVIC	I-201005253354	110 5562-319	MISCELLANEOUS:	METZGER WELDING SERV	102691	86.45
						VENDOR 01-035050 TOTALS	86.45
						DEPARTMENT 562 WEST CAMPGROUND TOTAL:	86.45
01-000481	PANA BAIT CO	I-2564797	110 5563-317	CONCESSION & :	CONCESSIONS	102698	469.75
						VENDOR 01-000481 TOTALS	469.75
01-020534	VERIZON NORTH	I-201005213325	110 5563-532	TELEPHONE :	895-2922	102596	47.98
						VENDOR 01-020534 TOTALS	47.98
						DEPARTMENT 563 MARINA AREA TOTAL:	517.73
01-030100	MATTOON PUBLIC LIBRARY	I-201005273392	110 5912-822	TRANSFER TO L:	PROPERTY TAX DIST	102627	57,308.00
						VENDOR 01-030100 TOTALS	57,308.00
						DEPARTMENT 912 INTRFND TRNSFRS - LIBRARY TOTAL:	57,308.00
						VENDOR SET 110 GENERAL FUND TOTAL:	383,827.67

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201005273400	122 5653-562	TRAVEL & TRAI:	HOTEL BAKER	102641	197.58
01-002170	BUSINESS CARD	I-201005273400	122 5653-562	TRAVEL & TRAI:	STARBUCKS	102641	7.20
01-002170	BUSINESS CARD	I-201005273400	122 5653-562	TRAVEL & TRAI:	STARBUCKS	102641	9.78
01-002170	BUSINESS CARD	I-201005273400	122 5653-562	TRAVEL & TRAI:	STARBUCKS	102641	8.09
01-002170	BUSINESS CARD	I-201005273400	122 5653-561	BUSINESS MEET:	ANGELOS PIZZA	102641	26.92
01-002170	BUSINESS CARD	I-201005273400	122 5653-561	BUSINESS MEET:	JIMMY JOHNS	102641	56.75
01-002170	BUSINESS CARD	I-201005273400	122 5653-562	TRAVEL & TRAI:	HARD ROCK HOTEL	102641	125.79
						VENDOR 01-002170 TOTALS	432.11
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	122 5653-321	NATURAL GAS &:	4219 DEWITT	102631	7.40
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	122 5653-321	NATURAL GAS &:	3901 MARSHALL	102631	4.25
						VENDOR 01-002194 TOTALS	11.65
01-002239	MATTOON MULTIISPORT	I-201005253358	122 5653-825	TOURISM GRANT:	TOURISM GRANT	102687	3,000.00
						VENDOR 01-002239 TOTALS	3,000.00
01-007882	COLES CO AIRPORT AUTHO	I-201005253357	122 5653-825	TOURISM GRANT:	TOURISM GRANT	102645	3,500.00
						VENDOR 01-007882 TOTALS	3,500.00
01-008600	COLES MOULTRIE ELECTRI	I-201005213339	122 5653-322	ELECTRICITY (:	WELCOME SIGN	102647	34.82
						VENDOR 01-008600 TOTALS	34.82
01-023800	CONSOLIDATED COMMUNICA	I-201005213328	122 5653-532	TELEPHONE	: 258-6286	102592	244.55
						VENDOR 01-023800 TOTALS	244.55
DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL:							7,223.13
VENDOR SET 122 HOTEL TAX FUND TOTAL:							7,223.13

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201005273400	123 5581-561	BUSINESS MEET:	COMMON GROUNDS	102641	24.92
						VENDOR 01-002170 TOTALS	24.92
						DEPARTMENT 581 FESTIVAL ADMINISTRATION TOTAL:	24.92
01-002170	BUSINESS CARD	I-201005273400	123 5582-330	FOOD	: AIRPORT STEAKHOUSE	102641	104.74
						VENDOR 01-002170 TOTALS	104.74
						DEPARTMENT 582 JULY 4TH FIREWORKS TOTAL:	104.74
01-002170	BUSINESS CARD	I-201005273400	123 5584-540	ADVERTISING	: EZ PARCEL	102641	33.09
01-002170	BUSINESS CARD	I-201005273400	123 5584-540	ADVERTISING	: STAPLES	102641	50.47
01-002170	BUSINESS CARD	I-201005273400	123 5584-540	ADVERTISING	: CORNER BAKERY CAFE	102641	13.49
01-002170	BUSINESS CARD	I-201005273400	123 5584-540	ADVERTISING	: WOW BAO WATER TOWER	102641	5.26
01-002170	BUSINESS CARD	I-201005273400	123 5584-540	ADVERTISING	: WALGREENS	102641	11.34
01-002170	BUSINESS CARD	I-201005273400	123 5584-540	ADVERTISING	: WALGREENS	102641	17.15
01-002170	BUSINESS CARD	I-201005273400	123 5584-540	ADVERTISING	: CORNER BAKERY	102641	4.66
01-002170	BUSINESS CARD	I-201005273400	123 5584-540	ADVERTISING	: METRO DELI	102641	4.44
01-002170	BUSINESS CARD	I-201005273400	123 5584-540	ADVERTISING	: BURRITO BEACH	102641	7.99
01-002170	BUSINESS CARD	I-201005273400	123 5584-531	POSTAGE	: POST OFFICE	102641	110.00
01-002170	BUSINESS CARD	I-201005273400	123 5584-561	BUSINESS MEET:	BUFFALO WILD WINGS	102641	67.18
						VENDOR 01-002170 TOTALS	325.07
01-014370	EFFINGHAM DAILY NEWS	I-201005213344	123 5584-540	ADVERTISING	: ADVERTISING	102665	485.00
						VENDOR 01-014370 TOTALS	485.00
01-021348	HERALD & REVIEW	I-20305318	123 5584-540	ADVERTISING	: ADVERTISING	102672	251.00
						VENDOR 01-021348 TOTALS	251.00
01-045603	WMCI, WWGO, WCBH	I-201005213345	123 5584-540	ADVERTISING	: OFFICE PARTY TICKET	102723	225.00
						VENDOR 01-045603 TOTALS	225.00
						DEPARTMENT 584 BAGELFEST TOTAL:	1,286.07
						VENDOR SET 123 FESTIVAL MGMT FUND TOTAL:	1,415.73

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000210	MESIROW INSURANCE	SERV I-690196	125 5150-523	PROPERTY & CA:	PROP CASUALTY INSTAL	102690	51,291.75
01-000210	MESIROW INSURANCE	SERV I-690197	125 5150-250	WORKERS' COMP:	W/C INSTALLMENT	102690	132,014.75
						VENDOR 01-000210 TOTALS	183,306.50
01-013900	D-R AUTO BODY SHOP	I-201005253384	125 5150-527	SELF INSURED :	IMPALA REPAIRS	102661	2,426.48
						VENDOR 01-013900 TOTALS	2,426.48
DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:							185,732.98
VENDOR SET 125 INSURANCE & TORT JDMNT TOTAL:							185,732.98

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002388	FRITTS FERTILIZER, INC	I-201005273413	130 5150-816	FARM EXPENSES: FRITTS FERTILIZER, I		102667	312.16
						VENDOR 01-002388 TOTALS	312.16
						DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:	312.16
01-000742	BARTELS CONSTRUCTION,	I-201005273415	130 5321-730	IMPROVEMENTS : 14TH ST		102635	5,144.63
						VENDOR 01-000742 TOTALS	5,144.63
						DEPARTMENT 321 STREETS TOTAL:	5,144.63
01-002414	CCI REDIMIX	I-266314	130 5328-730	IMPROVEMENTS : CCI REDIMIX		102642	348.00
PROJ: 183-300		Storm Sewer 27th Chrston	Supplies				
01-002414	CCI REDIMIX	I-266383	130 5328-730	IMPROVEMENTS : CCI REDIMIX		102642	609.00
PROJ: 183-300		Storm Sewer 27th Chrston	Supplies				
01-002414	CCI REDIMIX	I-266422	130 5328-730	IMPROVEMENTS : CCI REDIMIX		102642	522.00
PROJ: 183-300		Storm Sewer 27th Chrston	Supplies				
						VENDOR 01-002414 TOTALS	1,479.00
01-022400	HOWELL ASPHALT CO	I-6752MB	130 5328-730	IMPROVEMENTS : HOWELL ASPHALT CO		102673	280.00
						VENDOR 01-022400 TOTALS	280.00
						DEPARTMENT 328 STORM DRAINAGE TOTAL:	1,759.00
01-021348	HERALD & REVIEW	I-20307989	130 5384-720	IC DEPOT REST: DEPOT FLOOR BIDS		102672	221.24
						VENDOR 01-021348 TOTALS	221.24
						DEPARTMENT 384 RAILROAD DEPOT TOTAL:	221.24
01-002257	THE BANK OF NEW YORK M	I-201005273389	130 5719-817	GENERAL OBLIG: THE BANK OF NEW YORK		102629	244,637.63
						VENDOR 01-002257 TOTALS	244,637.63
						DEPARTMENT 719 GO BONDS TOTAL:	244,637.63
						VENDOR SET 130 CAPITAL PROJECT FUND TOTAL:	252,074.66

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 150 I-57 EAST TIF DISTRICT

DEPARTMENT: 800 SHARED INCREMENT

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001391	TOPA FARMS, INC.	I-201005273412	150 5800-822	PROPERTY TAX	: REIMBURSE TAXES	102715	411.87
						VENDOR 01-001391 TOTALS	411.87
						DEPARTMENT 800 SHARED INCREMENT TOTAL:	411.87
						VENDOR SET 150 I-57 EAST TIF DISTRICT TOTAL:	411.87

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 154 BROADWAY EAST BUS DIST

DEPARTMENT: 719 GO BONDS

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

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

01-002257	THE BANK OF NEW YORK M I-201005273388		154 5719-817	BD ALTERNATE : THE BANK OF NEW YORK		102629	223,652.49
-----------	---------------------------------------	--	--------------	-------------------------------------	--	--------	------------

						VENDOR 01-002257 TOTALS	223,652.49
--	--	--	--	--	--	-------------------------	------------

DEPARTMENT 719 GO BONDS						TOTAL:	223,652.49
-------------------------	--	--	--	--	--	--------	------------

VENDOR SET 154 BROADWAY EAST BUS DIST						TOTAL:	223,652.49
---------------------------------------	--	--	--	--	--	--------	------------

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 351 RESERVOIRS & WTR SOURCES

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000070	ILLINOIS EPA	I-201005193320	211 5351-460	OTHER PROPRT:	PERMIT FEE	102589	750.00
					VENDOR 01-000070 TOTALS		750.00
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5351-321	NATURAL GAS &:	L PARADISE SHED	102631	1.45
					VENDOR 01-002194 TOTALS		1.45
01-008600	COLES MOULTRIE ELECTRI	I-201005253352	211 5351-322	ELECTRICITY :	RESERVOIR CONTROL AC	102647	7.20
					VENDOR 01-008600 TOTALS		7.20
DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL:							758.65
01-000125	IDEXX DISTRIBUTION INC	I-243690499	211 5353-319	MISCELLANEOUS:	IDEXX DISTRIBUTION I	102674	2,651.71
					VENDOR 01-000125 TOTALS		2,651.71
01-002170	BUSINESS CARD	I-201005273400	211 5353-378	PLANT MTCE & :	AMAZON.COM	102641	516.79
					VENDOR 01-002170 TOTALS		516.79
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5353-321	NATURAL GAS &:	E LAKE PUMP HOUSE	102631	2,039.46
					VENDOR 01-002194 TOTALS		2,039.46
01-002250	COMMERCIAL REFRIGERATI	I-17958	211 5353-378	PLANT MTCE & :	WATER FOUND REPAIRS	102651	124.50
					VENDOR 01-002250 TOTALS		124.50
01-002434	HAWKINS, INC.	I-3118783	211 5353-314	CHEMICALS :	CHEMICALS	102671	1,453.06
					VENDOR 01-002434 TOTALS		1,453.06
01-008600	COLES MOULTRIE ELECTRI	I-201005213343	211 5353-322	ELECTRICITY :	WATER PURIFICATION P	102647	5,732.36
					VENDOR 01-008600 TOTALS		5,732.36

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 353 WATER TREATMENT PLANT

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009000	COMMERCIAL ELECTRIC	I-19503001	211 5353-730	IMPROVEMENTS :	INSTALL NEW 350HP VF	102650	7,287.00
					VENDOR 01-009000 TOTALS		7,287.00
01-012025	DETECTION SECURITY CO	I-105815	211 5353-579	MISC OTHER PU:	INSPECTION	102662	133.00
					VENDOR 01-012025 TOTALS		133.00
01-016000	FARM PLAN	I-3723787	211 5353-439	OTHER REPAIR :	WEED & FEED	102597	199.90
01-016000	FARM PLAN	I-3744409	211 5353-312	CLEANING SUPP:	TRASH BAGS, TISSUE, CO	102597	23.27
01-016000	FARM PLAN	I-3751305	211 5353-730	IMPROVEMENTS :	SUMP PUMP, HOSE CLAMP	102597	173.47
01-016000	FARM PLAN	I-3751953	211 5353-378	PLANT MTCE & :	PVC CEMENT, PIPE, LENS	102597	8.47
					VENDOR 01-016000 TOTALS		405.11
01-021348	HERALD & REVIEW	I-201005253378	211 5353-519	OTHER PROFESS:	WASTE WATER OPERATOR	102672	178.50
					VENDOR 01-021348 TOTALS		178.50
01-031402	M & M PUMP SUPPLY INC	I-579143	211 5353-730	IMPROVEMENTS :	M & M PUMP SUPPLY IN	102685	7.54
01-031402	M & M PUMP SUPPLY INC	I-579376	211 5353-730	IMPROVEMENTS :	BUSHING, TUBE	102685	7.98
01-031402	M & M PUMP SUPPLY INC	I-579480	211 5353-730	IMPROVEMENTS :	M & M PUMP SUPPLY IN	102685	11.73
01-031402	M & M PUMP SUPPLY INC	I-579481	211 5353-730	IMPROVEMENTS :	M & M PUMP SUPPLY IN	102685	6.57
					VENDOR 01-031402 TOTALS		33.82
01-035365	MISSISSIPPI LIME COMPA	I-901904	211 5353-314	CHEMICALS :	LIME	102694	3,371.25
					VENDOR 01-035365 TOTALS		3,371.25
01-037976	PDC LABORATORIES	I-662507S	211 5353-519	OTHER PROFESS:	PDC LABORATORIES	102699	15.00
					VENDOR 01-037976 TOTALS		15.00
01-043371	SPRINGFIELD ELECTRIC	I-S2923019.001	211 5353-378	PLANT MTCE & :	SPRINGFIELD ELECTRIC	102711	11.72
					VENDOR 01-043371 TOTALS		11.72

DEPARTMENT 353 WATER TREATMENT PLANT TOTAL: 23,953.28

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5354-321	NATURAL GAS &:	12TH ST PUMP	102631	25.01
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5354-321	NATURAL GAS &:	LAKE MATTOON PUMP	102631	95.26
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5354-321	NATURAL GAS &:	WEST TOWER	102631	3.77
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5354-321	NATURAL GAS &:	SWORDS STANDPIPE	102631	59.21
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5354-321	NATURAL GAS &:	EAST TOWER DIVISION	102631	3.77
						VENDOR 01-002194 TOTALS	187.02
01-002271	B & T DRAINAGE	I-201005253385	211 5354-730	IMPROVEMENTS :	RT 45 WATERMAIN	102633	7,000.00
						VENDOR 01-002271 TOTALS	7,000.00
01-002296	INTERSTATE	I-201005273425	211 5354-319	MISCELLANEOUS:	HEAVY DUTY SPRINGS	102681	33.33
						VENDOR 01-002296 TOTALS	33.33
01-003206	BIRKEYS	I-P15571	211 5354-318	VEHICLE PARTS:	FITTINGS,HOSE	102639	19.50
						VENDOR 01-003206 TOTALS	19.50
01-008600	COLES MOULTRIE ELECTRI	I-201005213342	211 5354-322	ELECTRICITY :	SBLHC PUMP STA	102647	138.53
						VENDOR 01-008600 TOTALS	138.53
01-009000	COMMERCIAL ELECTRIC	I-24577001	211 5354-379	OTHER WATER M:	SUMP PUMP @ STANDPIP	102650	1,027.55
01-009000	COMMERCIAL ELECTRIC	I-24637001	211 5354-439	OTHER REPAIR :	LOCATE AT STANDPIPE	102650	300.00
						VENDOR 01-009000 TOTALS	1,327.55
01-025682	IMCO UTILITY SUPPLY	I-1028367-00	211 5354-375	LEAK REPAIR M:	IMCO UTILITY SUPPLY	102679	322.79
01-025682	IMCO UTILITY SUPPLY	I-1028791-00	211 5354-379	OTHER WATER M:	MAIN VALVE REPAIR KI	102679	302.80
						VENDOR 01-025682 TOTALS	625.59
01-031402	M & M PUMP SUPPLY INC	I-579847	211 5354-379	OTHER WATER M:	SUMP PUMP @ STANDPIP	102685	156.67
						VENDOR 01-031402 TOTALS	156.67
						DEPARTMENT 354 WATER DISTRIBUTION TOTAL:	9,488.19

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000090	MIDWEST MAILING &	I-SI16188	211 5355-311	OFFICE SUPPLI:	POSTAGE METER LABELS	102692	40.24
					VENDOR 01-000090 TOTALS		40.24
01-001657	TYLER TECHNOLOGIES	I-166,808	211 5355-516	TECHNOLOGY SU:	ANNUAL SOFTWARE MNTC	102716	244.00
					VENDOR 01-001657 TOTALS		244.00
01-035266	MIDWEST METER INC	I-0013814-IN	211 5355-730	IMPROVEMENTS :	ORION PIT DATA ROUTE	102693	78.50
01-035266	MIDWEST METER INC	I-0016976-IN	211 5355-730	IMPROVEMENTS :	ORION PIT DATA ROUTE	102693	2,786.75
01-035266	MIDWEST METER INC	I-0017177-IN	211 5355-730	IMPROVEMENTS :	ORION PIT DATA ROUTE	102693	2,786.75
					VENDOR 01-035266 TOTALS		5,652.00
DEPARTMENT 355 ACCOUNTING & COLLECTION TOTAL:							5,936.24
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5356-321	NATURAL GAS &:	1201 MARSHALL	102631	144.73
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5356-321	NATURAL GAS &:	620 S 12TH	102631	16.86
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5356-321	NATURAL GAS &:	621 S 12TH	102631	2.61
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	211 5356-321	NATURAL GAS &:	12TH ST LIGHTING	102631	31.53
					VENDOR 01-002194 TOTALS		195.73
01-008200	COLES CO REGIONAL PLAN	I-4466	211 5356-511	PLANNING & DE:	APRIL 10 GIS	102646	180.00
					VENDOR 01-008200 TOTALS		180.00
01-010167	CUMBERLAND CO COLLECTO	I-201005253374	211 5356-828	REAL ESTATE T:	HUFFMANS	102658	322.30
01-010167	CUMBERLAND CO COLLECTO	I-201005253376	211 5356-816	FARM EXPENSES:	MONTGOMERY FARM TAXE	102658	106.46
01-010167	CUMBERLAND CO COLLECTO	I-201005253377	211 5356-816	FARM EXPENSES:	RJ THOMAS FARM TAXES	102658	47.08
					VENDOR 01-010167 TOTALS		475.84
01-021348	HERALD & REVIEW	I-20307492	211 5356-540	ADVERTISING :	WATER & SEWER RATES	102672	570.91
					VENDOR 01-021348 TOTALS		570.91
01-041751	SHELBY COUNTY TREASURE	I-201005273421	211 5356-828	REAL ESTATE T:	REAL ESTATE TAXES	102709	24.30

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 356 ADMINISTRATIVE & GENERAL

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-041751	SHELBY COUNTY TREASURE	I-201005273422	211 5356-828	REAL ESTATE T:	REAL ESTATE TAXES	102709	13.98
						VENDOR 01-041751 TOTALS	38.28
DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:							1,460.76
01-017403	FIRST MID-IL BANK & TR	I-201005273387	211 5714-817	2003 WATERWOR:	2003 WATERWORKS BOND	102626	53,752.50
						VENDOR 01-017403 TOTALS	53,752.50
DEPARTMENT 714 DEBT SERVICE TOTAL:							53,752.50
VENDOR SET 211 WATER FUND TOTAL:							95,349.62

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 342 SEWER COLLECTION SYSTEM

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002296	INTERSTATE	I-201005273425	212 5342-319	MISCELLANEOUS: HEAVY DUTY SPRINGS		102681	33.33
					VENDOR 01-002296 TOTALS		33.33
01-002435	MAXEDON LANDSCAPING, I	I-201005253386	212 5342-439	OTHER REPAIR : N 35TH TREE REPLACEM		102688	298.50
					VENDOR 01-002435 TOTALS		298.50
DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL:							331.83
01-001070	AMERENCIPI	I-201005273405	212 5343-321	NATURAL GAS &: 4220 DEWITT LIFT STA		102632	31.07
					VENDOR 01-001070 TOTALS		31.07
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	212 5343-321	NATURAL GAS &: N 45 LIFT STA		102631	103.06
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	212 5343-321	NATURAL GAS &: DEWITT LIFT STA		102631	22.14
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	212 5343-321	NATURAL GAS &: RILEY CREEK SEWAGE		102631	1,052.62
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	212 5343-321	NATURAL GAS &: WILLOWSHIRE SEWAGE		102631	31.18
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	212 5343-321	NATURAL GAS &: 28TH LIFT STA		102631	61.47
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	212 5343-321	NATURAL GAS &: MCFALL LIFT STA		102631	12.26
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	212 5343-321	NATURAL GAS &: N 19TH LIFT STA		102631	15.35
					VENDOR 01-002194 TOTALS		1,298.08
01-008600	COLES MOULTRIE ELECTRI	I-201005273401	212 5343-322	ELECTRICITY (: GOLDEN VALLEY LIFT S		102648	153.67
01-008600	COLES MOULTRIE ELECTRI	I-201005273402	212 5343-322	ELECTRICITY (: BUXTON CENTRE LIFT S		102648	74.26
01-008600	COLES MOULTRIE ELECTRI	I-201005273403	212 5343-322	ELECTRICITY (: LLC LIFT STA		102648	134.75
01-008600	COLES MOULTRIE ELECTRI	I-201005273404	212 5343-322	ELECTRICITY (: SBLHC LIFT STA		102648	319.61
					VENDOR 01-008600 TOTALS		682.29
01-038082	PELICAN SIGNS	I-4259	212 5343-369	OTHER SEWER M: SIGNS		102700	60.00
					VENDOR 01-038082 TOTALS		60.00
DEPARTMENT 343 SEWER LIFT STATIONS TOTAL:							2,071.44
01-000736	PURITY CHEMICALS, INC	I-INV11987	212 5344-316	TOOLS & EQUIP: CHEMICALS		102704	169.76
					VENDOR 01-000736 TOTALS		169.76

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-201005273406	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE	102632	50.36
01-001070	AMERENCIPS	I-201005273407	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE	102632	262.97
01-001070	AMERENCIPS	I-201005273408	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE GRIT	102632	66.21
VENDOR 01-001070 TOTALS							379.54
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE	102631	16,456.29
VENDOR 01-002194 TOTALS							16,456.29
01-002297	LAWSON PRODUCTS, INC.	I-9234445	212 5344-316	TOOLS & EQUIP:	LAWSON PRODUCTS, INC	102683	215.69
VENDOR 01-002297 TOTALS							215.69
01-006780	CLARK DIETZ INC	I-406437	212 5344-730	IMPROVEMENTS :	CSO ENGINEERING 3/27	102643	1,059.39
01-006780	CLARK DIETZ INC	I-406438	212 5344-730	IMPROVEMENTS :	CSO ENG 3/27-4/30	102643	217.00
VENDOR 01-006780 TOTALS							1,276.39
01-014119	DURKIN EQUIPMENT CO	I-STL007303	212 5344-439	OTHER REPAIR :	PULSAR TRANSDUCER	102663	672.79
VENDOR 01-014119 TOTALS							672.79
01-016000	FARM PLAN	I-3723628	212 5344-316	TOOLS & EQUIP:	HOSE,INJECTOR NEEDLE	102593	27.45
01-016000	FARM PLAN	I-3728006	212 5344-316	TOOLS & EQUIP:	FLARING TOOL	102593	15.99
01-016000	FARM PLAN	I-3739387	212 5344-366	PLANT MTCE & :	LAMP	102593	26.97
01-016000	FARM PLAN	I-3745513	212 5344-316	TOOLS & EQUIP:	HOSE,DRILL BIT SET	102593	57.99
01-016000	FARM PLAN	I-3754099	212 5344-316	TOOLS & EQUIP:	CHAIN,BOLTS	102593	10.14
01-016000	FARM PLAN	I-3754102	212 5344-316	TOOLS & EQUIP:	PADLOCK SET	102593	24.99
VENDOR 01-016000 TOTALS							163.53
01-018125	GASVODA & ASSOCIATES I	I-10IS0391	212 5344-433	REPAIR OF MAC:	INSPECT HACH DO METE	102668	125.00
VENDOR 01-018125 TOTALS							125.00
01-020540	HACH COMPANY	I-6716215	212 5344-319	MISCELLANEOUS:	HACH COMPANY	102669	353.46
VENDOR 01-020540 TOTALS							353.46

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023800	CONSOLIDATED COMMUNICA	I-201005213329	212 5344-532	TELEPHONE	: 101-0939	102592	88.08
01-023800	CONSOLIDATED COMMUNICA	I-201005213330	212 5344-532	TELEPHONE	: 234-6828	102592	87.71
01-023800	CONSOLIDATED COMMUNICA	I-201005213331	212 5344-532	TELEPHONE	: 234-2737	102592	38.10
						VENDOR 01-023800 TOTALS	213.89
01-028488	JIM HODEL	I-47108	212 5344-366	PLANT MTCE &	: HOSE	102682	421.80
01-028488	JIM HODEL	I-47191	212 5344-433	REPAIR OF MAC:	JIM HODEL	102682	109.25
						VENDOR 01-028488 TOTALS	531.05
01-043522	STAPLES CREDIT PLAN	I-76047	212 5344-311	OFFICE SUPPLI:	OFFICE SUPPLIES	102598	211.11
						VENDOR 01-043522 TOTALS	211.11
01-045505	VANDEVANTER ENGINEERIN	I-1199336	212 5344-433	REPAIR OF MAC:	TROUBLESHOOT LEVEL C	102718	4,379.55
						VENDOR 01-045505 TOTALS	4,379.55
01-045904	WALKER FARMS	I-51310	212 5344-460	OTHER PROPERT:	BIO SOLIDS DISTRIBUT	102719	877.50
						VENDOR 01-045904 TOTALS	877.50
01-046615	WATTS COPY SYSTEMS	I-165660	212 5344-814	COPY MACHINE :	COPIER 4/8-5/7	102722	2.73
01-046615	WATTS COPY SYSTEMS	I-166656	212 5344-814	COPY MACHINE :	COPIER 5/8-6/7	102722	75.00
						VENDOR 01-046615 TOTALS	77.73
DEPARTMENT 344 WASTEWATER TREATMNT PLANT							TOTAL: 26,103.28
01-001657	TYLER TECHNOLOGIES	I-166,808	212 5345-516	TECHNOLOGY SU:	ANNUAL SOFTWARE MNTC	102716	244.00
						VENDOR 01-001657 TOTALS	244.00
01-002170	BUSINESS CARD	I-201005273400	212 5345-531	POSTAGE	: POST OFFICE	102641	3.24
01-002170	BUSINESS CARD	I-201005273400	212 5345-531	POSTAGE	: POST OFFICE	102641	6.15
						VENDOR 01-002170 TOTALS	9.39

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 345 ACCOUNTING & COLLECTION

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021348	HERALD & REVIEW	I-201005253378	212 5345-519	OTHER PROFESS:	WASTE WATER OPERATOR	102672	167.00
VENDOR 01-021348 TOTALS							167.00
01-023800	CONSOLIDATED COMMUNICA	I-201005253351	212 5345-532	TELEPHONE	: 235-5483	102654	237.32
VENDOR 01-023800 TOTALS							237.32
01-035266	MIDWEST METER INC	I-0016976-IN	212 5345-730	IMPROVEMENTS :	ORION PIT DATA ROUTE	102693	2,786.75
01-035266	MIDWEST METER INC	I-0017177-IN	212 5345-730	IMPROVEMENTS :	ORION PIT DATA ROUTE	102693	2,786.75
VENDOR 01-035266 TOTALS							5,573.50
DEPARTMENT 345 ACCOUNTING & COLLECTION TOTAL:							6,231.21
01-021348	HERALD & REVIEW	I-20307492	212 5346-540	ADVERTISING :	WATER & SEWER RATES	102672	570.91
VENDOR 01-021348 TOTALS							570.91
DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL:							570.91
VENDOR SET 212 SEWER FUND TOTAL:							35,308.67

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: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-1461310051	213 5361-321	NATURAL GAS &: CEMETERY		102631	28.92
						VENDOR 01-002194 TOTALS	28.92
01-008000	COLES CO COLLECTOR	I-201005213321	213 5361-828	REAL ESTATE T: CEMETERY		102591	955.96
01-008000	COLES CO COLLECTOR	I-201005213322	213 5361-828	REAL ESTATE T: CEMETERY		102591	93.24
						VENDOR 01-008000 TOTALS	1,049.20
DEPARTMENT 361 MAINTENANCE & OPERATIONS TOTAL:							1,078.12

VENDOR SET 213 CEMETERY FUND TOTAL:							1,078.12
REPORT GRAND TOTAL:							1,186,074.94

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG
2010-2011	110-4805-010	OTHER MISC REVE*NON-EXPENS	49.84	100,000-		96,542.33-			
	110-5110-319	MISCELLANEOUS SUPPLIES	50.61	1,000		949.39			
	110-5110-532	TELEPHONE	43.23	600		513.54			
	110-5110-561	BUSINESS MEETING EXPENSE	213.35	1,000		786.65			
	110-5120-532	TELEPHONE	213.72	2,800		2,586.28			
	110-5120-540	ADVERTISING	297.06	2,500		2,202.94			
	110-5120-801	VITAL RECORDS FEE REMITTAN	284.00	7,500		7,216.00			
	110-5130-562	TRAVEL & TRAINING	844.71	2,500		1,537.09			
	110-5130-571	DUES & MEMBERSHIPS	246.25	1,000		753.75			
	110-5150-516	TECHNOLOGY SUPPORT SERVIC	9,183.00	11,300		2,117.00			
	110-5150-532	TELEPHONE	88.33	1,000		911.67			
	110-5160-340	BOOKS & PERIODICALS	695.00	4,600		3,431.22			
	110-5160-562	TRAVEL & TRAINING	33.00	2,000		1,967.00			
	110-5160-571	DUES & MEMBERSHIPS	552.00	1,500		948.00			
	110-5170-851	WIDE AREA NETWORK SERVERS	95.80	5,000		4,904.20			
	110-5211-232	POLICE PENSION CONTRIBUTIO	128,439.89	1,079,065		950,625.81			
	110-5211-311	OFFICE SUPPLIES	454.47	5,500		5,045.53			
	110-5211-319	MISCELLANEOUS SUPPLIES	82.00	2,000		1,268.17			
	110-5211-531	POSTAGE	140.00	2,500		2,347.88			
	110-5211-550	PRINTING & BINDING	62.94	1,800		1,737.06			
	110-5212-319	MISCELLANEOUS SUPPLIES	182.89	4,000		3,817.11			
	110-5212-579	MISC OTHER PURCHASED SERVI	50.00	1,300		1,200.00			
	110-5213-319	MISCELLANEOUS SUPPLIES	408.16	6,000		5,441.84			
	110-5214-319	MISCELLANEOUS SUPPLIES	11.95	500		488.05			
	110-5221-562	TRAVEL & TRAINING	23.48	22,200		22,097.52			
	110-5222-532	TELEPHONE	57.23	26,000		23,941.13			
	110-5222-535	RADIOS	245.75	6,000		5,754.25			
	110-5222-537	I-WIN ACCESS CHARGE	687.24	10,000		8,625.52			
	110-5223-434	REPAIR OF VEHICLES	40.00	35,000		33,127.96			
	110-5224-321	NATURAL GAS & ELECTRIC (CI	3,673.21	65,000		57,903.19			
	110-5224-322	ELECTRICITY	299.74	1,500		1,200.26			
	110-5224-410	UTILITY SERVICES	232.36	2,300		1,875.64			
	110-5224-432	REPAIR OF BUILDINGS	276.36	15,000		14,110.52			
	110-5241-233	FIREFIGHTERS PENSION CONTR	155,326.79	1,327,952		1,172,625.36			
	110-5241-311	OFFICE SUPPLIES	110.54	2,500		2,389.46			
	110-5241-312	CLEANING SUPPLIES	288.04	4,300		4,011.96			
	110-5241-313	MEDICAL & SAFETY SUPPLIES	270.19	6,000		5,513.50			
	110-5241-315	UNIFORMS & CLOTHING	103.95	15,000		14,896.05			
	110-5241-316	TOOLS & EQUIPMENT	49.82	7,000		6,950.18			
	110-5241-318	VEHICLE PARTS	9.99	6,000		5,980.41			
	110-5241-319	MISCELLANEOUS SUPPLIES	91.49	7,500		7,387.54			
	110-5241-321	NATURAL GAS & ELECTRIC	345.97	10,700		10,241.67			
	110-5241-326	FUEL	38.99	22,000		20,715.60			
	110-5241-433	REPAIR OF MACHINERY	200.00	9,000		8,754.50			
	110-5241-532	TELEPHONE	88.12	5,950		5,735.81			
	110-5261-319	MISCELLANEOUS SUPPLIES	22.00	300		278.00			
	110-5310-319	MISCELLANEOUS SUPPLIES	22.00	500		478.00			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER
110-5310-564		PRIVATE VEHICLE EXP REIMB	4.15	500	495.85				
110-5320-311		OFFICE SUPPLIES	102.99	1,000	897.01				
110-5320-313		MEDICAL & SAFETY SUPPLIES	273.04	1,200	798.45				
110-5320-318		VEHICLE PARTS	733.04	15,000	13,598.52				
110-5320-319		MISCELLANEOUS SUPPLIES	73.84	3,500	2,899.82				
110-5320-321		NATURAL GAS & ELECTRIC	189.07	20,000	19,322.00				
110-5320-359		OTHER STREET MAINT SUPPLIE	553.64	45,000	40,959.26				
110-5320-410		UTILITY SERVICES	47.79	1,000	952.21				
110-5320-532		TELEPHONE	301.23	6,000	5,319.44				
110-5326-321		NATURAL GAS & ELECTRIC (CI	435.38	165,000	152,113.07				
110-5326-322		ELECTRIC	300.62	4,000	3,699.38				
110-5335-318		VEHICLE PARTS	850.64	5,000	3,339.17				
110-5338-421		DISPOSAL SERVICES	31.67	18,000	17,968.33				
110-5381-321		NATURAL GAS & ELECTRIC	2,236.79	32,000	29,465.92				
110-5381-435		ELEVATOR SERVICE AGREEMEN	37.35	2,600	2,271.00				
110-5383-321		NATURAL GAS & ELECTRIC	71.40	7,000	6,743.28				
110-5383-410		UTILITY SERVICES	23.22	500	476.78				
110-5384-321		NATURAL GAS & ELECTRIC	45.23	0	97.42-	Y			
110-5511-326		FUEL	421.01	12,500	11,396.86				
110-5511-433		REPAIR OF MACHINERY	1,171.48	6,000	4,338.53				
110-5511-825		TOURISM GRANT EXPENDITURES	3,578.00	0	3,578.00-	Y			
110-5512-311		OFFICE SUPPLIES	131.25	500	368.75				
110-5512-433		REPAIR OF MACHINERY	30.00	2,000	1,970.00				
110-5512-802		HUNTING/FISHING REMITTANCE	618.50	8,000	6,495.75				
110-5512-803		SALES TAX REMITTANCE	403.00	2,500	2,097.00				
110-5521-410		UTILITY SERVICES	27.40	800	772.60				
110-5541-319		MISCELLANEOUS SUPPLIES	535.63	8,000	7,458.88				
110-5541-410		UTILITY SERVICES	1,780.49	8,000	6,182.15				
110-5542-319		MISCELLANEOUS SUPPLIES	83.36	2,500	2,369.64				
110-5542-321		NATURAL GAS & ELECTRIC (CI	30.15	4,000	3,943.07				
110-5542-410		UTILITY SERVICES	74.87	3,000	2,925.13				
110-5542-450		CONSTRUCTION SERVICES	2,465.00	6,000	3,535.00				
110-5544-321		NATURAL GAS & ELECTRIC (CI	39.42	500	460.58				
110-5551-321		NATURAL GAS & ELECTRIC (CI	522.55	4,000	3,477.45				
110-5552-319		MISCELLANEOUS SUPPLIES	133.20	2,500	210.84				
110-5552-321		NATURAL GAS & ELECTRIC (CI	512.74	4,000	3,487.26				
110-5553-321		NATURAL GAS & ELECTRIC (CI	114.82	2,500	2,385.18				
110-5555-321		NATURAL GAS & ELECTRIC (CI	9.46	750	672.37				
110-5556-321		NATURAL GAS & ELECTRIC	69.03	1,500	1,430.97				
110-5556-440		RENTALS	180.00	500	320.00				
110-5561-828		REAL ESTATE TAXES	1,447.58	500	947.58-	Y			
110-5562-319		MISCELLANEOUS SUPPLIES	86.45	2,000	1,913.55				
110-5563-317		CONCESSION & SOUVENIR SUPP	469.75	25,000	21,934.81				
110-5563-532		TELEPHONE	47.98	800	752.02				
110-5912-822		TRANSFER TO LIBRARY FUND	57,308.00	420,364	363,056.19				
122-5653-321		NATURAL GAS & ELECTRIC (CI	11.65	850	838.35				
122-5653-322		ELECTRICITY (COLES MOULTRI	34.82	500	465.18				
122-5653-532		TELEPHONE	244.55	2,500	2,255.45				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG
	122-5653-561	BUSINESS MEETING EXPENSE	83.67	3,000		2,705.61			
	122-5653-562	TRAVEL & TRAINING	348.44	5,000		4,651.56			
	122-5653-825	TOURISM GRANTS	6,500.00	80,000		73,500.00			
	123-5581-561	BUSINESS MEETING EXPENSE	24.92	500		475.08			
	123-5582-330	FOOD	104.74	700		595.26			
	123-5584-531	POSTAGE	110.00	1,000		890.00			
	123-5584-540	ADVERTISING	1,108.89	10,000		8,891.11			
	123-5584-561	BUSINESS MEETING EXPENSE	67.18	300		232.82			
	125-5150-250	WORKERS' COMPENSATION	132,014.75	509,037		479,605.75			
	125-5150-523	PROPERTY & CASUALTY INSURA	51,291.75	240,713		190,457.25			
	125-5150-527	SELF INSURED RETENTION/DED	2,426.48	20,000		17,573.52			
	130-5150-816	FARM EXPENSES	312.16	0		312.16-			Y
	130-5321-730	IMPROVEMENTS OTHER THAN BL	5,144.63	500,000		466,728.57			
	130-5328-730	IMPROVEMENTS OTHER THAN BL	1,759.00	2,250,000		2,242,541.23			
	130-5384-720	IC DEPOT RESTORATION	221.24	2,730,000		2,700,099.76			
	130-5719-817	GENERAL OBLIGATION BONDS	244,637.63	0		244,637.63-			Y
	150-5800-822	PROPERTY TAX REIMBURSEMENT	411.87	200		211.87-			Y
	154-5719-817	BD ALTERNATE REVENUE SOURC	223,652.49	0		223,652.49-			Y
	211-5351-321	NATURAL GAS & ELECTRIC	1.45	3,500		3,498.55			
	211-5351-322	ELECTRICITY	7.20	100		92.80			
	211-5351-460	OTHER PROPERTY MAINT. SVCS	750.00	44,000		43,250.00			
	211-5353-312	CLEANING SUPPLIES	23.27	500		476.73			
	211-5353-314	CHEMICALS	4,824.31	300,000		292,038.45			
	211-5353-319	MISCELLANEOUS SUPPLIES	2,651.71	15,000		11,834.58			
	211-5353-321	NATURAL GAS & ELECTRIC	2,039.46	56,000		52,331.64			
	211-5353-322	ELECTRICITY	5,732.36	60,000		54,267.64			
	211-5353-378	PLANT MTCE & REPAIR	661.48	2,500		1,838.52			
	211-5353-439	OTHER REPAIR & MAINT. SERV	199.90	9,000		8,800.10			
	211-5353-519	OTHER PROFESSIONAL SERVICE	193.50	18,000		17,806.50			
	211-5353-579	MISC OTHER PURCHASED SERVI	133.00	1,200		1,067.00			
	211-5353-730	IMPROVEMENTS OTHER THAN BL	7,494.29	400,000		389,815.61			
	211-5354-318	VEHICLE PARTS	19.50	8,000		7,816.70			
	211-5354-319	MISCELLANEOUS SUPPLIES	33.33	1,500		1,111.96			
	211-5354-321	NATURAL GAS & ELECTRIC	187.02	30,000		29,507.48			
	211-5354-322	ELECTRICITY	138.53	2,000		1,861.47			
	211-5354-375	LEAK REPAIR MATERIALS	322.79	6,000		5,626.91			
	211-5354-379	OTHER WATER MAINT. MATERIA	1,487.02	15,000		6,944.48			
	211-5354-439	OTHER REPAIR & MAINT. SERV	300.00	6,000		5,700.00			
	211-5354-730	IMPROVEMENTS OTHER THAN BL	7,000.00	125,000		116,885.50			
	211-5355-311	OFFICE SUPPLIES	40.24	5,000		4,707.32			
	211-5355-516	TECHNOLOGY SUPPORT SERVICE	244.00	11,300		10,781.00			
	211-5355-730	IMPROVEMENTS OTHER THAN BL	5,652.00	75,000		59,457.00			
	211-5356-321	NATURAL GAS & ELECTRIC	195.73	20,000		19,068.27			
	211-5356-511	PLANNING & DESIGN SERVICES	180.00	15,000		14,360.00			
	211-5356-540	ADVERTISING	570.91	0		570.91-			Y
	211-5356-816	FARM EXPENSES	153.54	0		153.54-			Y
	211-5356-828	REAL ESTATE TAXES	360.58	500		103.18			
	211-5714-817	2003 WATERWORKS REFUNDING	53,752.50	596,755		543,002.50			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER
	212-5342-319	MISCELLANEOUS SUPPLIES	33.33	0	284.28-	Y			
	212-5342-439	OTHER REPAIR & MTCE SERVIC	298.50	3,000	2,701.50				
	212-5343-321	NATURAL GAS & ELECTRIC (AM	1,329.15	23,000	21,165.61				
	212-5343-322	ELECTRICITY (COLES-MOULTRI	682.29	6,000	5,317.71				
	212-5343-369	OTHER SEWER MTCE SUPPLIES	60.00	500	440.00				
	212-5344-311	OFFICE SUPPLIES	211.11	2,500	2,288.89				
	212-5344-316	TOOLS & EQUIPMENT	522.01	35,000	34,477.99				
	212-5344-319	MISCELLANEOUS SUPPLIES	353.46	19,500	19,146.54				
	212-5344-321	NATURAL GAS & ELECTRIC (AM	16,835.83	275,000	253,539.17				
	212-5344-366	PLANT MTCE & REPAIR MATERI	448.77	53,500	52,326.23				
	212-5344-433	REPAIR OF MACHINERY	4,613.80	85,000	80,386.20				
	212-5344-439	OTHER REPAIR & MNTCE SERVI	672.79	12,500	11,191.71				
	212-5344-460	OTHER PROPERTY MTCE SERVIC	877.50	25,000	23,579.20				
	212-5344-532	TELEPHONE	213.89	6,000	5,521.49				
	212-5344-730	IMPROVEMENTS OTHER THAN BL	1,276.39	188,000	186,723.61				
	212-5344-814	COPY MACHINE	77.73	1,000	922.27				
	212-5345-516	TECHNOLOGY SUPPORT SERVICE	244.00	14,300	13,781.00				
	212-5345-519	OTHER PROFESSIONAL SERVICE	167.00	0	167.00-	Y			
	212-5345-531	POSTAGE	9.39	15,000	12,406.61				
	212-5345-532	TELEPHONE	237.32	1,500	1,262.68				
	212-5345-730	IMPROVEMENTS OTHER THAN BL	5,573.50	75,000	59,535.50				
	212-5346-540	ADVERTISING	570.91	200	504.05-	Y			
	213-5361-321	NATURAL GAS & ELECTRIC	28.92	2,750	2,721.08				
	213-5361-828	REAL ESTATE TAXES	1,049.20	500	979.04-	Y			
		TOTAL:	1,186,074.94						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110	NON-DEPARTMENTAL	49.84
110-110	CITY COUNCIL	307.19
110-120	CITY CLERK	794.78
110-130	CITY ADMINISTRATOR	1,090.96
110-150	FINANCIAL ADMINISTRATION	9,271.33
110-160	LEGAL SERVICES	1,280.00
110-170	COMPUTER INFO SYSTEMS	95.80
110-211	POLICE ADMINISTRATION	129,179.30
110-212	CRIMINAL INVESTIGATION	232.89
110-213	PATROL	408.16
110-214	K-9 SERVICE	11.95
110-221	POLICE TRAINING	23.48
110-222	COMMUNICATION SERVICES	990.22
110-223	AUTOMOTIVE SERVICES	40.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110-224	POLICE BUILDINGS	4,481.67
110-241	FIRE PROTECTION ADMIN.	156,923.89
110-261	CODE ENFORCEMENT ADMIN	22.00
110-310	PUBLIC WORKS ADMIN	26.15
110-320	STREETS	2,274.64
110-326	STREET LIGHTING	736.00
110-335	YARD WASTE COLLECTION	850.64
110-338	REFUSE COLLECT & DISPOSAL	31.67
110-381	CUSTODIAL SERVICES	2,274.14
110-383	BURGESS OSBORNE	94.62
110-384	RAILROAD DEPOT	45.23
110-511	PARK ADMINISTRATION	5,170.49
110-512	LAKE ADMINISTRATION	1,182.75
110-521	DEMARS CENTER	27.40
110-541	PETERSON PARK	2,316.12
110-542	LAWSON PARK	2,653.38
110-544	CUNNINGHAM PARK	39.42
110-551	BOYS COMPLEX	522.55
110-552	GIRLS COMPLEX	645.94
110-553	JR FOOTBALL COMPLEX	114.82
110-555	KINZEL FIELD	9.46
110-556	T-BALL COMPLEX	249.03
110-561	EAST CAMPGROUND	1,447.58
110-562	WEST CAMPGROUND	86.45
110-563	MARINA AREA	517.73
110-912	INTRFND TRNSFRS - LIBRARY	57,308.00

110 TOTAL	GENERAL FUND	383,827.67
122-653	HOTEL TAX ADMINISTRATION	7,223.13

122 TOTAL	HOTEL TAX FUND	7,223.13
123-581	FESTIVAL ADMINISTRATION	24.92
123-582	JULY 4TH FIREWORKS	104.74
123-584	BAGELFEST	1,286.07

123 TOTAL	FESTIVAL MGMT FUND	1,415.73
125-150	FINANCIAL ADMINISTRATION	185,732.98

125 TOTAL	INSURANCE & TORT JDGMNT	185,732.98
130-150	FINANCIAL ADMINISTRATION	312.16
130-321	STREETS	5,144.63
130-328	STORM DRAINAGE	1,759.00
130-384	RAILROAD DEPOT	221.24
130-719	GO BONDS	244,637.63

130 TOTAL	CAPITAL PROJECT FUND	252,074.66
150-800	SHARED INCREMENT	411.87

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
150 TOTAL	I-57 EAST TIF DISTRICT	411.87
154-719	GO BONDS	223,652.49
154 TOTAL	BROADWAY EAST BUS DIST	223,652.49
211-351	RESERVOIRS & WTR SOURCES	758.65
211-353	WATER TREATMENT PLANT	23,953.28
211-354	WATER DISTRIBUTION	9,488.19
211-355	ACCOUNTING & COLLECTION	5,936.24
211-356	ADMINISTRATIVE & GENERAL	1,460.76
211-714	DEBT SERVICE	53,752.50
211 TOTAL	WATER FUND	95,349.62
212-342	SEWER COLLECTION SYSTEM	331.83
212-343	SEWER LIFT STATIONS	2,071.44
212-344	WASTEWATER TREATMNT PLANT	26,103.28
212-345	ACCOUNTING & COLLECTION	6,231.21
212-346	ADMINISTRATIVE & GENERAL	570.91
212 TOTAL	SEWER FUND	35,308.67
213-361	MAINTENANCE & OPERATIONS	1,078.12
213 TOTAL	CEMETERY FUND	1,078.12
** TOTAL **		1,186,074.94

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
183 Storm Sewer 27th Chrston	300 Supplies	1,479.00
** PROJECT 183 TOTAL **		1,479.00

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: MFTBK

FUND : 121 MOTOR FUEL TAX FUND

DEPARTMENT: 321 STREETS

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001686	ALLIED MUNICIPAL SUPPL	I-11028	121 5321-356	STREET SIGNS :	CORNER BOLTS,NUTS	102726	46.40
01-001686	ALLIED MUNICIPAL SUPPL	I-11118	121 5321-356	STREET SIGNS :	TELESPAR POST,ANCHOR	102726	1,511.00
						VENDOR 01-001686 TOTALS	1,557.40
						DEPARTMENT 321 STREETS	TOTAL: 1,557.40
01-001070	AMERENCIPS	I-201005253383	121 5326-321	NATURAL GAS &:	208 N 19TH	102727	30.80
						VENDOR 01-001070 TOTALS	30.80
						DEPARTMENT 326 STREET LIGHTING	TOTAL: 30.80
						VENDOR SET 121 MOTOR FUEL TAX FUND	TOTAL: 1,588.20
						REPORT GRAND TOTAL:	1,588.20

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
2010-2011	121-5321-356	STREET SIGNS	1,557.40	15,000		13,442.60			
	121-5326-321	NATURAL GAS & ELECTRIC	30.80	0		30.80	-	Y	
		TOTAL:	1,588.20						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
121-321	STREETS	1,557.40
121-326	STREET LIGHTING	30.80

121 TOTAL	MOTOR FUEL TAX FUND	1,588.20

	** TOTAL **	1,588.20

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: EHBK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 411 STOP LOSS INS COVERAGE

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000221	PERSONALCARE	INSURANCE I-201005213332	221 5411-211	STOP LOSS INS:	STOP LOSS AGGREGATE	102725	1,089.15
01-000221	PERSONALCARE	INSURANCE I-201005213332	221 5411-211	STOP LOSS INS:	STOP LOSS SPECIFIC	102725	13,402.40
						VENDOR 01-000221 TOTALS	14,491.55
						DEPARTMENT 411 STOP LOSS INS COVERAGE TOTAL:	14,491.55
01-000221	PERSONALCARE	INSURANCE I-201005213332	221 5412-211	HEALTH PLAN A:	ADMIN FEES	102725	9,741.40
						VENDOR 01-000221 TOTALS	9,741.40
						DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL:	9,741.40
01-000236	PERSONAL CARE	I-201005213346	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	16,460.96
01-000236	PERSONAL CARE	I-201005283429	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	30,234.74
						VENDOR 01-000236 TOTALS	46,695.70
						DEPARTMENT 413 MEDICAL CLAIMS TOTAL:	46,695.70
01-000236	PERSONAL CARE	I-201005213346	221 5414-211	RX CLAIMS :	PERSONAL CARE	000000	9,700.26
01-000236	PERSONAL CARE	I-201005283429	221 5414-211	RX CLAIMS :	PERSONAL CARE	000000	7,829.32
						VENDOR 01-000236 TOTALS	17,529.58
						DEPARTMENT 414 RX CLAIMS TOTAL:	17,529.58
						VENDOR SET 221 HEALTH INSURANCE FUND TOTAL:	88,458.23
						REPORT GRAND TOTAL:	88,458.23

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
2010-2011	221-5411-211	STOP LOSS INSURANCE	14,491.55	127,500		113,008.45			
	221-5412-211	HEALTH PLAN ADMINISTRATION	9,741.40	145,000		134,017.09			
	221-5413-211	MEDICAL CLAIMS	46,695.70	1,632,604		1,521,747.18			
	221-5414-211	RX CLAIMS	17,529.58	497,000		460,156.05			
		TOTAL:	88,458.23						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-411	STOP LOSS INS COVERAGE	14,491.55
221-412	HEALTH PLAN ADMIN	9,741.40
221-413	MEDICAL CLAIMS	46,695.70
221-414	RX CLAIMS	17,529.58
221 TOTAL	HEALTH INSURANCE FUND	88,458.23
	** TOTAL **	88,458.23

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: DDBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 412 HEALTH PLAN ADMIN

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

PAY DATE RANGE: 5/16/2010 THRU 5/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL	I-201005253353	221 5412-211	HEALTH PLAN A:	DELTA DENTAL	000000	1,136.85
						VENDOR 01-000276 TOTALS	1,136.85
						DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL:	1,136.85
01-000276	DELTA DENTAL	I-201005213334	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	3,219.83
01-000276	DELTA DENTAL	I-201005253353	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	742.70
						VENDOR 01-000276 TOTALS	3,962.53
						DEPARTMENT 415 DENTAL CLAIMS TOTAL:	3,962.53
						VENDOR SET 221 HEALTH INSURANCE FUND TOTAL:	5,099.38
						REPORT GRAND TOTAL:	5,099.38

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2010-2011	221-5412-211	HEALTH PLAN ADMINISTRATION	1,136.85	145,000	134,017.09				
	221-5415-211	DENTAL CLAIMS	3,962.53	100,000	93,717.96				
		TOTAL:	5,099.38						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	1,136.85
221-415	DENTAL CLAIMS	3,962.53
-----	-----	-----
221 TOTAL	HEALTH INSURANCE FUND	5,099.38
-----	-----	-----
	** TOTAL **	5,099.38

NO ERRORS

---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	-----DEPOSIT-----		---MESSAGE---
						CODE	-RECEIPT--	
05-12200-10	ELLIS, HAROLD	5/21/10	PAY/ADJ POST	102601	44.60CR	000	0.00	
07-19600-12	VANDENBERGH, JEAN A	5/21/10	FINAL BILL	102602	52.52CR	100 33683	60.00CR	
13-01700-06	EMBRY, JAIMIE M	5/21/10	FINAL BILL	102603	16.57CR	100 32380	60.00CR	
19-11600-08	HOPPER, SUE G	5/21/10	FINAL BILL	102604	15.43CR	100 31707	60.00CR	
20-00680-07	WILLIS, SHYANNA M	5/21/10	FINAL BILL	102605	12.14CR	100 35447	60.00CR	
21-10310-09	JANES, LAURA L	5/21/10	FINAL BILL	102606	41.58CR	100 32579	60.00CR	
22-06000-09	FUQUA II, CHARLES W	5/21/10	FINAL BILL	102607	53.44CR	100 35354	60.00CR	
27-07700-05	HALE, KIMBERLY L	5/21/10	FINAL BILL	102608	10.38CR	100 34470	60.00CR	
28-02800-03	DECATUR EARTHMOVER CREDIT	5/21/10	FINAL BILL	102609	83.15CR	000	0.00	
32-06410-08	SMITH, ERICA D	5/21/10	FINAL BILL	102610	9.98CR	100 33673	60.00CR	
33-18100-10	CONNER, MATTHEW B	5/21/10	FINAL BILL	102611	9.69CR	100 29996	60.00CR	
33-20000-01	RAPPE, TOM JR	5/21/10	FINAL BILL	102612	5.66CR	000	0.00	

(THESE WILL REQUIRE PUBLIC HEARING)

159.04 DEFINITIONS

Remove BOARD OF APPEALS, ZONING.
ZONING BOARD OF APPEALS.

159.05 GENERAL REVIEW PROCEDURES, AMENDMENTS AND CHANGES

(B) At the time application is made to zone, rezone, alter or vary the use of property under the provisions of this chapter, the applicant therefore shall pay to the Clerk of this city the sum of *\$500.(Need to discuss fee schedule)*

(C) The petitioner, for zoning change, special use permit and variance shall present his petition to the City Clerk and shall publish an official notice of public hearing in the local newspaper not more than 30 days nor less than 15 days before the meeting of the *Planning Commission* at which the petition is to be heard.

(C)(4) The date, time and place of the *Planning Commission* meeting at which the public hearing will be held;

(D) The City Clerk shall notify and forward the pertinent information to the following agencies and individuals; The Coles County Soil and Water Conservation District; applicable Drainage District(s), the Mattoon Water *Superintendent or Public Works Director*, the Building/Code Official, *Fire Chief and* the Chairperson of the Mattoon Planning Commission.

(K) The erection of the signs, in the manner prescribed herein, shall be the responsibility of the petitioner, unless otherwise designated by the *Planning Commission*.

(L) The *Planning Commission* shall hold a public hearing within 30 days following the publication of official notice in the newspaper. The petitioner may be represented by counsel and *may* provide a stenographer who can record all testimony at the hearing.

Information and facts may be presented by the petitioner as he or she deems fit. *Minutes* of the public hearing shall be forwarded to the Mattoon Planning Commission.

Other information may be required by the *Mattoon Planning Commission*. *(Delete last sentence)*.

Remove Section (M)

Remove first sentence (N). The Mattoon *Planning Commission* shall forward its findings to the Mattoon City Council.

(Q) The developer shall have *one (1) year* from the date of final approval to begin construction of the proposed area *unless good cause, health, safety or change of time can be shown to the City Administrator for granting an extension of time. If the timeline is not extended, the developer will need to re-apply.*

(S) Copies of all petitions filed with the City Clerk for consideration by *(Remove Zoning Board of Appeals)* the Planning Commission or City Council or other city official shall be served upon the City Clerk, City Hall (208 N 19th St, Mattoon, Illinois, 61938), in addition to all other persons required to have service or notice.

Section 159.65 *PLANNING COMMISSION*

(A) Creation and membership. The Planning Commission is hereby established. The words "Commission" when used in this section shall be construed to mean the Planning Commission. The Commission shall consist of nine (9) members who shall be freeholders appointed by the Mayor upon approval of the City Council. The terms of office of the members of the Commission shall be for five years, excepting that the *nine* members first appointed shall serve respectively for terms of one for one year, two for two years, one for three years, two for four years and three for five years.

The City Council shall have the power to remove any member of the Commission for cause and after notice and public hearing. *The Mayor* shall appoint the Chairperson and the *Commission* shall elect its own Vice-Chair, each of whom shall serve for one year. The *Planning Commission* shall adopt from time to time such rules and regulations as it may deem necessary to carry into effect the powers herein given it.

(B) (1) Meetings. All meetings of the *Planning Commission* shall be held at the call of the Chairperson and at such other times as the *Commission* may determine.

All meetings of the *Commission* shall be open to the public. The *Commission* shall keep minutes of its proceedings and shall also keep records of its examinations and other official actions.

Every rule, regulation, every amendment or repeal thereof and every order, requirement, decision or determination of the *Commission* shall immediately be filed in the office of the *City Clerk* and shall be a public record. The *Commission* shall adopt its own rules of procedure not in conflict with the statute in such cases made and provided.

Remove Section (2)

(C)(1) Such appeal shall be taken within such time as shall be prescribed by the *Planning Commission* by general rule, by filing with the Building Inspector and with the *Commission*, a notice of appeal, specifying the grounds thereof. The Building Inspector shall forthwith transmit to the *Commission* all of the papers constituting the record upon which the action appealed from was taken.

(2) An appeal stays all proceedings in furtherance of the action appealed from, unless the Building Inspector certifies to the *Commission* after the motion of appeal has been filed with him or her that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril to life or property, in which case the proceedings shall not be staid otherwise than by a restraining order which may be granted by the *Commission* or by a court of record on application, on notice to the Building Inspector and on due cause shown.

(3) The *Commission* shall fix a reasonable time for the hearing of the appeal and give due notice thereof to the parties and decide the same within a reasonable time.

The *Commission* may reverse or affirm wholly or partly or may modify the order, requirements, decision or determination as in its opinion ought to be made in the premises and to that end shall have the power of the Building Inspector from whom appeal is taken.

(4) All final administrative decisions of the *Commission* made under ILCS Ch. 65 Art 5 Sections 11-13-1 through 11-13-20 as now enacted and may be hereafter amended or modified, shall be subject to judicial review pursuant to the provisions of the "Administrative Review Act" approved May 8, 1945, Chapter 110, Section 264 *et seq.*, and all amendments and modifications thereof, and the rule adopted pursuant thereto.

(D) Jurisdiction.

(1) The *Planning Commission* shall hear and decide appeals from the review of any order, requirement, decision or determination made by the Building/Code Official who is charged with the enforcement of this chapter.

(2) The concurring votes of *five* members of the *Commission* shall be necessary to reverse any order, requirement, decision or determination of the Building/Code Official or to decide in favor of the applicant any matter upon which it is required to pass under this chapter or to effect any variation in this chapter.

(3)the *Commission* may determine and vary their application in harmony with their general purpose and intent and in accordance with the following rules.

(4) ...unless, after a hearing by the *Planning Commission*, as provided in this section, the Council shall find that such variation will not:

159.69 AMENDMENTS AND CHANGES

(A) The regulations imposed and the districts created by this chapter may be amended from time to time by ordinance, but no such amendments shall be made without a hearing before the *Planning Commission*.

(B) Any application for rezoning inside the corporate limits will be considered by the *Planning Commission* if, and only if,.....

- (C) The *Commission* may, of its own motion, or...
- (D) After such public hearing the *Commission* shall submit a copy of the decision together with the pertinent considerations in the proposed amendment to *the City Council for its decision*.
- (E) The *Commission* shall report to the City Council on the proposed amendment..

Appendix A

IRREVOCABLE LETTER OF CREDIT

_____, 20____

City of Mattoon
208 N 19th St
Mattoon, IL 61938

Expiration Date _____

Number: _____

Amount: _____

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the amount of _____ (name and address)(the "Developer"), in the aggregate amount of \$ _____ Available by your draft drawn at sight and marked "Draw under (identify letter of credit), dated _____" and accompanied by a statement signed by the City of Mattoon City Administrator indicating one of the following:

1. Some portion of the public improvements required by City ordinance, Annexation Agreement or other agreement or mandate, as described in the approved plans and specifications for the project known as _____ have not been completed in accordance with said ordinances, agreements, plans or specifications; or
2. An amount is due and unpaid for work completed on said project; or
3. That the Developer has not completed the required improvements and has failed to renew this Letter of Credit as of sixty (60) days prior to its expiration.

The improvements in the above described project shall be completed before sixty (60) days prior to expiration date. If the required improvements have not been completed, approved by the City Engineer and accepted by the City prior to that date, then the City is hereby granted authority to draw upon this Irrevocable Letter of Credit for the purpose of completing said improvements or making payments in accordance with the provisions set forth above, or to extend the Letter of Credit for a period up to one (1) year by written demand. Partial and several draws will be accepted. Any draft may draw up to the entire remaining balance hereunder. The principal amount of this Irrevocable Letter of Credit shall not be reduced for

any subdivision improvements installed unless such reduction is approved by the City Administrator. The City may submit its site drafts as hereinabove provided without the consent of the Developer or any other party. Said drafts may be submitted for payment on or after sixty (60) days prior to expiration and shall be honored in accordance with the terms and provisions herein contained.

This Letter of Credit is irrevocable and shall be utilized to secure the installation and completion of all improvements required under the Subdivision and other germane ordinances of the City of Mattoon through and including the applicable one (1) year maintenance period after the substantial completion of the improvements, and until the improvements have been finally approved by the City Engineer and accepted by the City Council. This Irrevocable Letter of Credit shall not operate as a limitation upon the obligation of the Developer to install all improvements required by the City of Mattoon.

This Irrevocable Letter of Credit is subject to the "Uniform Customs and Practice Documentary Credits" (1993 revisions), the International Chamber of Commerce Publication #500 as hereinabove modified.

Sixty (60) days prior to the expiration of this Irrevocable Letter of Credit, we shall notify the corporate authorities of the City, by registered letter, return receipt requested, of the impending expiration date. This commitment shall not terminate without such notice. In the event the sixty (60) day notice is not sent on a timely basis, this commitment shall remain in effect until the 60th day after the receipt by the City of the late-filed notice.

Very Truly Yours,

BANK

BY: _____

TITLE: _____

NEW BUSINESS:

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2010-5303

AN ORDINANCE AMENDING THE SUBDIVISION CODE TO ALLOW FOR THE MERGING OF THE PLANNING COMMISSION AND ZONING BOARD OF APPEALS

WHEREAS, the Mattoon Subdivision Ordinance has definitions and regulations regarding the Planning Commission;

WHEREAS, revisions to the ordinance have been proposed to merge the Planning Commission and Zoning Board of Appeals to facilitate more efficient planning and development review;

WHEREAS, the City Council for the City of Mattoon, Coles County Illinois deem that the recommended revisions are in the public interest.

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

Section 1. Section §33.095 of Chapter 33 of the Code of Ordinances of the City of Mattoon is hereby amended as follows:

33.095 MEMBERSHIP

The City Planning Commission authorized by this section shall consist of ~~nine (9), with the power to vote~~, so as to represent practically all the industrial, commercial, service, civil and labor interests. By virtue of their offices, the Superintendent of Schools, or his or her appointed designee, and the executive ~~director~~ of the ~~Mattoon Chamber of Commerce~~, shall be two of the ~~nine~~, representing the community. Said ~~nine~~ members are to be appointed by the Mayor, on the basis of their particular fitness or competency for their duty on said Commission, and who shall hold no other office in said city government, and such appointments are to be officially ratified by the City Council. The City ~~Administrator, City~~ Attorney and the City Building Inspector shall serve in an advisory capacity ~~only~~, without the power to vote. ~~Members of the planning commission shall reside within the City of Mattoon or within territory contiguous to the municipality and not more than one and one-half miles beyond the corporate limits and not included within any other municipality.~~

- Deleted:** 13 members
- Deleted:** six of whom shall be serving ex officio, with power to vote: namely, the Mayor or his or her appointed designee; the Chairperson of the Zoning Board of Appeals, or his or her appointed designee; the Commissioner of Streets or his or her appointed designee; the Chief of the Fire Department; the Superintendent of the Sewer Department; and the Superintendent of the Water Department. Seven additional members with power to vote shall be selected,
- Deleted:** secretary
- Deleted:** City Association of Commerce
- Deleted:** seven
- Deleted:** seven
- Deleted:** ¶
¶
- Formatted:** Font: Not Italic

Section 2. Sections §157.31, 157.32, 157.33 of Chapter 157 of the Code of Ordinances of the City of Mattoon is hereby amended as follows:

157.31 PREAPPLICATION PHASE

If any deviation from these regulations is anticipated, or the developer anticipates a potential problem area, this informal phase is intended to conserve time, effort and expense by encouraging the developer to discuss the proposed subdivision with *the Community Development staff*, prior to any formal application being made.

157.32 PRELIMINARY PLAT REVIEW PHASE

(A) ~~Filing.~~ A person or corporation desiring approval of a plat of a subdivision of any land lying within the jurisdiction of the city, shall submit a letter of application therefor to the City Clerk's office at least 30 days prior to the date of a regular or special Commission meeting. ~~At least three (3) oversized copies and fifteen (15) 11 x 17 sized of preliminary plat documents shall be made available by the developer for use at the above mentioned Commission meeting.~~ The developer shall also submit a letter with the preliminary plat indicating all requests for variations from the requirements and standards herein contained, whether temporary or permanent in nature. The granting of variations shall be by action of the City Council. ~~The applicant will also pay a \$350 non-refundable Filing Fee at the time of application.~~

Deleted: (A) .

Deleted: At least three (3) oversized copies of preliminary plat documents shall be made available by the developer for use at the above mentioned Commission meeting.

Formatted: Font: Not Italic

157.33 FINAL PLAT REVIEW PHASE

(A) *Final plat document specifications and support materials.* The developer or his or her representative shall request the ~~Community Development Coordinator~~ at least 30 days before a regular or special Commission meeting, to place final plat review of the proposed subdivision on the Planning Commission agenda. ~~Three (3) oversized and fifteen (15) 11 x 17 sized copies, of final plat documents shall be provided at application for use at the Commission meeting. The applicant will also submit a \$250 non-refundable filing fee at the time of application.~~ The final plat shall meet the following specifications: the final plat shall be prepared by an Illinois Registered Land Surveyor and drawn in India ink on tracing cloth or reproducible mylar at the same scale as the preliminary plat. When more than one sheet is used for any plat, they shall ~~be~~ numbered consecutively and each sheet shall contain a notation showing the whole number of sheets in the plat and its relation to other sheets.

Deleted: Planning Commission Chairman

Deleted: At least three copies of final plat documents shall be made available for use at the Commission meeting.

Deleted: he

Replace 157.33 (E)(1) and (2) in its entirety with the following:

Section (E)(1) *The improvements shall be completed within two years from approval of the final plat. Developer shall be responsible to maintain all such improvements for one year following acceptance by the City Council. To insure the satisfactory completion of the required improvements and to insure the maintenance of such improvements for year following acceptance by the City Council, the developer shall:*

A. *Deposit with the City Administrator, cash in an amount equal to one hundred twenty (120) percent of the cost of construction estimate certified by the City Engineer; or*

B. *Deposit with the City Administrator a duly executed irrevocable letter of credit in the form attached to this title as in Appendix A, from a financial institution approved by the City and authorized to do business in the state of Illinois. The letter of credit shall name the City as beneficiary, shall be in effective for at least one year from its issuance date, and shall remain in effect thereafter until the City is given ninety (90) days notice of an expiration date. The amount of the irrevocable letter of credit shall be in an amount equal to one hundred twenty (120) percent of the cost of construction estimate certified by the City Engineer. The letter of credit*

shall insure the satisfactory completion of the improvements and their maintenance for one year following acceptance by the City.

During construction of the improvements, the letter of credit or the developer's cash deposit (herein collectively "developer's security") may be periodically reduced upon approval by the City Council. However, in no event, shall the developer's security be less than one hundred twenty (120) percent of the estimated cost of the improvements not yet completed as determined by the City Engineer plus a ten (10) percent retainage of the total cost for maintenance of the improvements.

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 _____, 2010, by a roll call vote, as follows:

AYES (Names): _____

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

Approved this _____ day of _____, 2010.

Tim Gover, Acting 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 _____, 2010.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2010-5304

**AN ORDINANCE AMENDING THE MATTOON CODE OF ORDINANCES TO
UPDATE THE PENALTY PROVISIONS FOR HOTEL/MOTEL TAXES**

WHEREAS, the City of Mattoon currently has ordinances that deal with the collection of hotel/motel taxes; and

WHEREAS, the City wishes to update the hotel motel tax ordinance provisions to better collect the amounts due under the tax provisions.

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 36.50 (C) of Chapter 36 of the Code of Ordinances of the City of Mattoon is hereby repealed. Section 36.50 (C) of Chapter 36 is reenacted as follows:

(C) If for any reason any tax is not paid when due, a penalty at the rate of 2% per 30-day period, or portion thereof, from the day of delinquency shall be added and collected. In addition, the General Penalty section of the Mattoon Code of Ordinances shall apply to any failure to file any return when due or pay any taxes when owed under this section.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 2010, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010.

Timothy D. Gover, Acting-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 _____, 2010.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2010-5305

**AN ORDINANCE PROVIDING FOR A REORGANIZATION OF THE
COMMAND STRUCTURE OF THE CITY OF MATTOON POLICE DEPARTMENT**

WHEREAS, there now exists within the City of Mattoon Police Department the following positions other than patrolman: Chief of Police, two Deputy Chief positions (one currently not filled), five Captain positions, five Lieutenant positions and six Sergeant positions; and,

WHEREAS, the City Council for the City of Mattoon, Coles County, Illinois, deems that it is in the public interest of the taxpayers and citizens of the City of Mattoon and deems that it is in the interest of the City of Mattoon Police Department that the rank structure be reorganized; and,

WHEREAS, the City Council for the City of Mattoon, Coles County, Illinois, deems that the best organization of rank positions, other than patrolman, for the City of Mattoon Police Department is as follows: Chief of Police, one Deputy Chief position, five Captain positions, five Lieutenant positions, and five Sergeant positions; and,

WHEREAS, the reorganization of the City of Mattoon Police Department can be accomplished by maintaining the same total number of positions.

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

1. That one position of Sergeant be and is hereby abolished except that said position shall be eliminated through attrition.
2. That one position of Deputy Chief be and is hereby eliminated, thereby leaving one position.

BE IT FURTHER ORDAINED that all ordinances in conflict herewith be and are hereby repealed to the extent of such conflict.

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 2010, by a roll call vote, as follows:

AYES (Names): _____

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

Approved this _____ day of _____, 2010.

Tim Gover, Acting 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 _____, 2010.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE: 2010-1391

**A SPECIAL ORDINANCE DECLARING THREE WEAPONS SURPLUS AND
AUTHORIZING THE SALE BY THE POLICE CHIEF**

WHEREAS, the City of Mattoon currently owns 3 weapons that are surplus to the needs of the Mattoon Police Department.

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

Section 1. One WWII era MAUSER CHILENO, model # 1895, serial # H5507;
One 1800's Smith & Wesson, model #2, serial # 15889, 32cal. army pistol;
One 1800's Chinese hand made flint lock rifle, no serial #;
all hereby declared surplus to the needs of the City of Mattoon.

Section 2. The Police Chief is hereby authorized to dispose of said weapons to the venue of his choice and to administratively sell and convey the weapons that are the subject of this ordinance without further formal consideration or approval by the City Council. These weapons will be sold "as is" with no warranty expressed or implied.

Section 3. The Mayor and City Clerk are authorized and directed to execute any documents necessary to affect the sale of these weapons.

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

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 2010, by a roll call vote, as follows:

AYES (Names): _____

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

Approved this _____ day of _____, 2010.

Tim Gover, Acting 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 _____, 2010.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1392

**AN ORDINANCE AUTHORIZING AN
ALL-WAY STOP INTERSECTION AT BROADWAY AVENUE AND 17th STREET**

WHEREAS, the closure of the Charleston Avenue Bridge over the Canadian National Railroad has caused an increase in the traffic volume at the intersection of 17th Street and Broadway Avenue; and

WHEREAS, that closure is temporary and the traffic volume at 17th Street and Broadway Avenue will return to normal after the Charleston Avenue Bridge is reopened; and

WHEREAS, the City of Mattoon's Public Works Department has completed a traffic study for the intersection of 17th Street and Broadway Avenue under the current traffic condition with the Charleston Avenue Bridge closed (see Exhibit A – Traffic Study); and

WHEREAS, this intersection with the current increased traffic volume due to the closure of the Charleston Avenue bridge meets the criteria necessary for a multi-way stop intersection as stated in the Federal Highway Administration's *Manual on Uniform Traffic Control Devices* (Section 4C) that the City of Mattoon has adopted as the local standard in Section § 70.16 of the Mattoon Code of Ordinances.

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

Section 1. For the duration of time the intersection of 17th Street and Broadway Avenue has an increase traffic volume due to the closure of the Charleston Avenue Bridge the intersection shall be an all-way stop intersection and shall be signed accordingly.

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

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

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 2010, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010

Tim Gover, Acting 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 _____, 2010

Exhibit A

CITY OF MATTOON – TRAFFIC STUDY WORKSHEET

Broadway Avenue and 17th Street (with Charleston Avenue Bridge closed)

Multi-way stops are warranted if one of the following conditions is met:

1) Volume of traffic is approximately the same in any direction.

Not met.

2) Traffic signals are warranted per MUTCD 4C.01.

Not Met.

3) Crash record report indicates 5 crashes in a 12-month period.

N/A

4) Volume of the major street exceeds 200 (MUTCD sets 300) vehicles per hour for any eight-hour period, and the minor street has a volume that exceeds 150 (MUTCD sets 200) vehicles, pedestrians, and bicycles per hour for any eight-hour period.

This criterion is met. (See attached traffic count sheet.)

5) 80% of condition #3 and Condition #4 are met.

N/A

6) There is a visibility problem at the intersection.

We have eliminated three parking spaces on the south side of Broadway immediately east of 17th Street to improve visibility for left-hand turns from the south turning west. With the increased traffic on both Broadway Avenue and 17th Street sight distance is still less than desired.

7) There is a left turn conflict. The minor street has a volume of left turns onto the major street that exceeds 60 vehicles per hour over any eight-hour period.

This criterion is met. (See attached traffic count sheet.)

8) Vehicle traffic conflicts with high volume of pedestrian traffic. Special Consideration will be given to areas adjacent to parks and schools.

It is unknown if this criterion is met. (Pedestrian counts were not taken at this time.)

The intersection of Broadway Ave. and 17th Street currently meets the criteria to warrant a multi-way stop intersection.

In conclusion, 17th Street should be an all-stop intersection under the current traffic conditions.

(For comparison I have included below the traffic counts from a study at the same intersection conducted in 2004.)

Exhibit B

City of Mattoon - Traffic Count Totals

Broadway Avenue and
17th Street

MAJOR STREET
MINOR STREET

Start	Finish	Vehicles	Left Turns	Pedestrians		Vehicles	Left Turns	Pedestrians
6:	7:							
7:30	8:30	193	13	30		24	9	11
8:	9:							
9:30	10:30	181	19	28		43	14	16
10:30	11:30	247	37	31		61	32	19
11:	12:							
12:00	1:00	257	7	21		45	19	6
1:00	2:00	264	30	16		51	16	7
2:	3:							
3:	4:							
4:	5:							
5:	6:							
6:	7:							
7:	8:							
8:	9:							
9:	10:							
10:	11:							

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2010-2813

RESOLUTION ESTABLISHING THE PREVAILING RATE OF WAGES IN THE COLES COUNTY AREA AS DETERMINED BY THE ILLINOIS DEPARTMENT OF LABOR AS THE WAGES THAT MUST APPLY TO PUBLIC WORKS CONSTRUCTION OF THE CITY OF MATTOON CONSISTENT WITH MANDATES OF ILLINOIS STATUTE

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, being Chapter 820 ILCS 130/1-12 Illinois Compiled Statutes, commonly referred to as The Prevailing Wage Act, and

WHEREAS, the aforesaid Act requires that the City Council of the City of Mattoon, Illinois investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said City of Mattoon, Illinois employed in performing construction of public works, for said City of Mattoon, Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MATTOON, COUNTY OF COLES, AND STATE OF ILLINOIS:

SECTION 1: To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Mattoon, Illinois is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Coles County area as determined by the Department of Labor of the State of Illinois as of June 2010, a copy of that determination being attached hereto as Exhibit “A” and incorporated herein by reference. The definition of any terms appearing in this Resolution which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of the City of Mattoon, Illinois to the extent required herein by the aforesaid Act.

SECTION 3: The City Clerk shall publicly post or keep available for inspection by any interested party in the main office of the City of Mattoon, Illinois this determination of such prevailing rate of wage.

SECTION 4: The City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed or file their names and addresses, requesting copies of any determination stating the

particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The City Clerk shall promptly file a certified copy of this Resolution with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The City Clerk shall cause a notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said notice shall conform substantially to the notice attached hereto. Such publication shall constitute notice that this is the determination of the City of Mattoon, Illinois and is effective.

Upon motion by _____, seconded by _____
adopted this _____ day of _____, 2010, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010.

Tim Gover, Acting 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 _____, 2010.

Published this 3rd day of June, 2010.

Exhibit A

Coles County Prevailing Wage for June 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	BLD			27.940	29.190	1.5	1.5	2.0	5.050	8.790	0.000	0.800
ASBESTOS ABT-MEC	BLD			20.800	0.000	2.0	2.0	2.0	5.500	4.200	0.000	0.000
BOILERMAKER	BLD			31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON	BLD			29.680	31.180	1.5	1.5	2.0	5.900	8.130	0.000	0.630
CARPENTER	BLD			29.000	31.250	1.5	1.5	2.0	7.250	10.30	0.000	0.320
CARPENTER	HWY			28.580	30.330	1.5	1.5	2.0	7.000	9.050	0.000	0.320
CEMENT MASON	BLD			29.480	30.980	1.5	1.5	2.0	5.900	7.880	0.000	0.500
CEMENT MASON	HWY			28.900	30.400	1.5	1.5	2.0	5.900	7.900	0.000	0.500
CERAMIC TILE FNSHER	BLD			27.870	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
ELECTRIC PWR EQMT OP	ALL			32.770	0.000	1.5	1.5	2.0	4.750	9.170	0.000	0.000
ELECTRIC PWR GRNDMAN	ALL			22.480	0.000	1.5	1.5	2.0	4.750	6.290	0.000	0.000
ELECTRIC PWR LINEMAN	ALL			36.410	38.750	1.5	1.5	2.0	4.750	10.19	0.000	0.000
ELECTRIC PWR TRK DRV	ALL			23.590	0.000	1.5	1.5	2.0	4.750	6.610	0.000	0.000
ELECTRICIAN	BLD			33.220	36.540	1.5	1.5	2.0	5.250	6.270	0.000	0.490
ELECTRONIC SYS TECH	BLD			29.390	31.140	1.5	1.5	2.0	5.250	4.730	0.000	0.250
ELEVATOR CONSTRUCTOR	BLD			37.850	42.580	2.0	2.0	2.0	10.03	9.460	2.270	0.000
FENCE ERECTOR	ALL			24.450	25.750	1.5	1.5	2.0	6.000	8.000	0.000	0.390
GLAZIER	BLD			29.880	31.630	1.5	2.0	2.0	6.030	6.650	0.000	0.330
HT/FROST INSULATOR	BLD			28.920	29.920	1.5	1.5	2.0	4.800	8.160	0.000	0.280
IRON WORKER	ALL			26.200	28.820	1.5	1.5	2.0	6.000	10.50	0.000	0.300
LABORER	BLD			25.940	27.190	1.5	1.5	2.0	5.050	8.790	0.000	0.800
LABORER	HWY			27.350	28.350	1.5	1.5	2.0	5.050	8.790	0.000	0.800
LATHER	BLD			29.000	31.250	1.5	1.5	2.0	7.250	10.30	0.000	0.320
MACHINIST	BLD			42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS	BLD			27.870	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
MARBLE MASON	BLD			29.370	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
MILLWRIGHT	BLD			29.020	31.270	1.5	1.5	2.0	7.250	10.74	0.000	0.320
MILLWRIGHT	HWY			29.780	31.530	1.5	1.5	2.0	7.000	10.19	0.000	0.320
OPERATING ENGINEER	ALL 1			33.350	0.000	1.5	1.5	2.0	5.750	7.500	0.000	0.700
OPERATING ENGINEER	ALL 2			21.800	0.000	1.5	1.5	2.0	5.750	7.500	0.000	0.700
PAINTER	ALL			33.560	35.060	1.5	1.5	2.0	5.900	4.060	0.000	0.520
PAINTER SIGNS	ALL			33.560	35.060	1.5	1.5	2.0	5.900	4.060	0.000	0.520
PILEDRIVER	BLD			29.500	31.750	1.5	1.5	2.0	7.250	10.30	0.000	0.320
PILEDRIVER	HWY			29.580	31.330	1.5	1.5	2.0	7.000	9.050	0.000	0.320
PIPEFITTER	BLD			36.710	39.210	1.5	1.5	2.0	6.450	7.520	0.000	0.920
PLASTERER	BLD			29.470	31.470	1.5	1.5	2.0	5.900	8.500	0.000	0.500
PLUMBER	BLD			36.710	39.210	1.5	1.5	2.0	6.450	7.520	0.000	0.920
ROOFER	BLD			27.040	28.540	1.5	1.5	2.0	7.950	7.500	0.000	0.200
SHEETMETAL WORKER	BLD			32.500	34.500	1.5	1.5	2.0	7.450	9.170	0.000	0.520
SPRINKLER FITTER	BLD			36.140	38.890	1.5	1.5	2.0	8.200	6.550	0.000	0.250
STONE MASON	BLD			29.680	31.180	1.5	1.5	2.0	5.900	8.130	0.000	0.630
TERRAZZO FINISHER	BLD			27.870	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
TERRAZZO MASON	BLD			29.370	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
TILE LAYER	BLD			27.150	29.150	1.5	1.5	2.0	6.750	6.800	0.000	0.320
TILE MASON	BLD			29.370	0.000	1.5	1.5	2.0	5.500	7.430	0.000	0.000
TRUCK DRIVER	ALL 1			28.487	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	ALL 2			28.887	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	ALL 3			29.087	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	ALL 4			29.337	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	ALL 5			30.087	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	O&C 1			22.790	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	O&C 2			23.110	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	O&C 3			23.270	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	O&C 4			23.470	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250

TRUCK DRIVER	O&C	5	24.070	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TUCKPOINTER	BLD		29.680	31.180	1.5	1.5	2.0	5.900	8.130	0.000	0.630

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COLES COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo

mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in

this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATTOON

MATTOON, ILLINOIS: *Working Together to Build the Future*

Tourism Grant Application

Name of Organization: Mattoon Multisport

Contact Person: Tony Garrett

Phone: (217)218-7777

Address: 1140 CoRd 100E, Neoga, IL 62447

Date of Event: Various (See Below)

Summary of Events

Date of Event:	Name of Event:
06/12/10	Mattoon Triathlons
08/01/10	Lytle Pool Triathlon
09/04/10	The Great Illini Challenge
10/10/10	Lake Land Duathlon

How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?

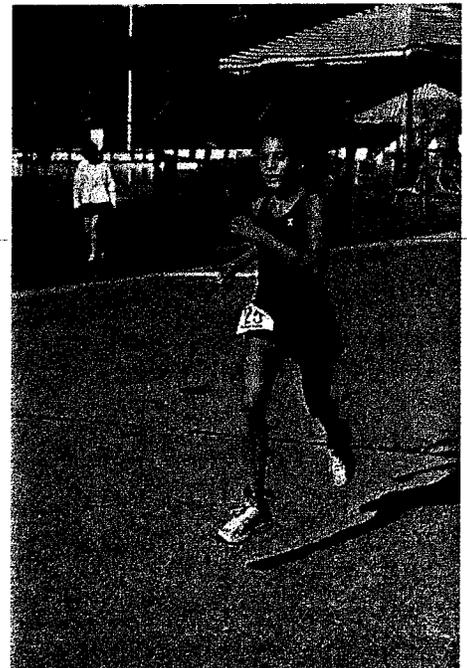
Mattoon Beach Multi-Sport will promote tourism in Mattoon by bringing in from great distances athletes and their families. We plan on concentrating on the Half Iron Distance triathlon and the Olympic Distance triathlon this year as they were our biggest draws in last year. We are putting on four races this year, two at Lake Mattoon, one at Lake Land College and one at Lytle Park.

Mattoon Beach Multi-Sport attracts racers from a wide geographic area because there are very few first-class triathlon races available. These events do not only attract people for the race day, many racers come to the race site to train before the race further promoting tourism.

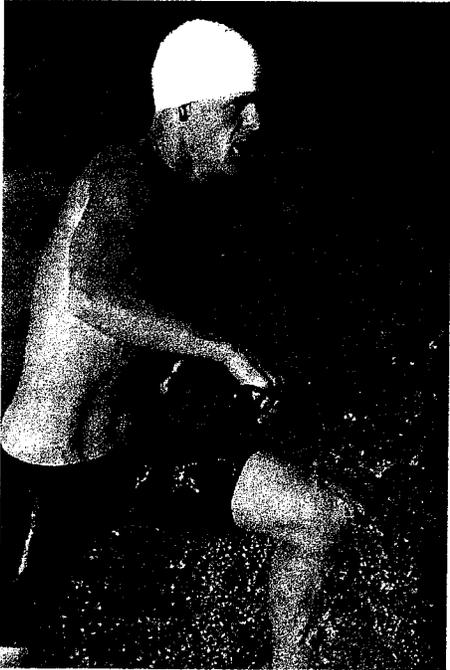
Mattoon Beach Multi-Sport has actual athletes working our races so we can better serve our racers. This allows us to cater to world-class athletes and to make beginners feel like professional as well. Our events attract male and female participants from the ages of 14 through 77!

How does your event attract non-residents?

The interest in participating in triathlon has grown by leaps and bounds, but the number of quality triathlons has not grown as quickly, which means that triathletes and their supporters are willing to



travel far and wide to go to quality events. The Mattoon Beach Triathlons draws over 75 percent of its participants and supporters from over fifty miles, and has drawn participants from 2,800 miles! Last season the Mattoon Beach Triathlon series had participants from 22 different states and several from out of the country. The winner of our Full Distance Triathlon last year came from Germany to compete in our event.



If your application were accepted, how would the tourism funds granted be used?

Mattoon Beach Multi-Sport would use the grant to cover capital expenses required for putting on quality events for this year and years to come. I have used my own money to purchase the championship chip timing system. This system is the newest and most modern system available in the world today. I have annual costs with this system and have chip purchase costs to cover the increase in the number of participants. The longer race brings other capital expenses as well; more bike racks, more barricades, more fencing, more buoys, et al. There are operating costs as well, such as; insurance, participant t-shirts, trophies, porta-potties, food and drink, advertisement. Additionally, in past years there has been a donation to the Lake Mattoon Beach area to make improvements that will enhance the triathlon events. This year the grant will be administered in two parts with \$3,000 paid directly to Mattoon Beach Multisport and \$1,500 paid to

the City of Mattoon Lake Fund for assistance in putting on the triathlons at Lake Mattoon.

The tourism grant is needed to continue to put on first-class events and continue to grow the number of people visiting Mattoon to attend those events.

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 be best of my knowledge.

Name (Please Print): _____

Signature: _____

Date: _____ Title or Office Held: _____

MATTOON

MATTOON, ILLINOIS: *Working Together to Build the Future*

Tourism Grant Application

Detailed Budget

Event: Mattoon Beach Multi-Sport Triathlon Events

Date of Event: Various

Date of Application: , 2010

Sponsor: _____

Income (Estimated)	Actual Year 2005	Actual Year 2006	Actual Year 2007	Actual Year 2008	Actual Year 2009	Actual Year 2010
Entry – Mattoon Mayhem Tri	\$ 1,225	\$ 2,870	\$ 4,095	\$ 7,400	\$ 3,550	
Entry – Mattoon Beach Tri	\$ 3,880	\$ 3,720	\$ 4,435	\$ 6,350	\$ 4,000	\$ 10,000
Entry – Mattoon Man Tri	\$ 3,025	\$ 5,880	\$ 3,600	\$ 13,650	\$ 4,440	
Entry – Lytle Park Sprint Triathlon			\$ 2,100	\$ 5,580	\$ 4,350	\$ 5,000
Entry – Great Illini Tri		\$ 9,760	\$ 30,700	\$ 38,970	\$ 29,625	\$ 35,000
Entry – Lake Land Duathlon					\$ 3,000	\$ 4,000
Donations/ Sponsorships	\$ 1,675	\$ 2,000	\$ 1,500	\$ 2,000	\$ 2,000	\$ 2,000
Mattoon Tourism Grant to MMS	\$ 6,000	\$ 7,200	\$ 17,000	\$ 10,000	\$ 4,000	\$ 3,000
Other: Mattoon Tourism Grant to City of Mattoon					\$ 2,000	\$ 1,500
Total Income	\$ 15,805	\$ 31,430	\$ 63,430	\$ 83,950	\$ 56,965	\$ 50,500
Expenses (Itemized)						
Advertising	\$ 700	\$ 1,200	\$ 1,610	\$ 2,528	\$ 2,550	\$1,600
T-Shirts and Souvenirs	\$ 1,400	\$ 3,200	\$ 6,500	\$ 9,800	\$ 10,250	\$6,800
Food, Drinks, Etc. (Pre-race Meal)	\$ 500	\$ 1,000	\$ 3,675	\$ 4,600	\$ 6,200	\$4,000
Trophies & Monetary Awards	\$ 1,350	\$ 2,000	\$ 5,400	\$ 8,000	\$ 9,500	\$2,000
Entertainment	\$ 300	\$ 300		\$ 600	\$ 900	\$600
Supplies	\$ 700	\$ 1,400	\$ 1,750			\$0
Rentals	\$ 100	\$ 450	\$ 2,165	\$ 8,040	\$ 10,225	\$7,000
Insurance	\$ 750	\$ 750	\$ 2,250	\$ 1,250	\$ 1,550	\$1,000
Other (Explain) (Labor, Arch, Clock)	\$ 1,600	\$ 1,500	\$ 10,000	\$ 10,704	\$ 11,275	\$7,500
Timing System (Chips)	\$ 1,600	\$ 32,000	\$ 2,400	\$ 2,058	\$ 2,225	\$1,500
Donation/Grant to City of Mattoon	\$ 3,000	\$ 2,200	\$ 5,200	\$ 4,500	\$ 4,000	\$1,500
Total Expenditures	\$ 12,000	\$ 46,000	\$ 40,950	\$ 52,080	\$ 58,675	\$33,500
Estimate Value of In-Kind (My labor)	\$ 6,000	\$ 8,000	\$ 8,400	\$ 10,000	\$ 10,000	\$ 7,000
Services (Race Timing)			\$ 10,500	\$ 12,000	\$ 12,000	\$ 8,000

2009 Sum

	Mayhem	Mattoon Beach	Mattoon Man	Lytle Park	Great Illini	Lake Land Du	TOTAL
Participants	71	80	74	87	270	51	633
INCOME							
Entry Fees	3,550	4,000	4,440	4,350	29,625	3,000	48,965
Donation/Sponsorships	200	200	200	200	1,000	200	2,000
Mattoon Tourism Grant	1,000	1,000	1,000	500	2,000	500	6,000
TOTAL	4,750	5,200	5,640	5,050	32,625	3,700	56,965
EXPENSES							
Trophies	800	800	800	800	2,400	700	6,300
Shirts	800	800	800	800	2,400	700	6,300
Insurance	250	250	250	250	500	250	1,750
Potties					560		560
Gas					120		120
Lights					500		500
Volunteers/Labor	1,300	1,300	1,300	1,300	2,650	1,300	9,150
Rentals							-
Food/Drink	400	400	400	400	1,700	250	3,550
Snow Fence					500		500
Gas					120		120
Timing					1,250		1,250
TOTAL	3,550	3,550	3,550	3,550	12,700	3,200	30,100

Agreement

This Agreement made this _____ day of _____, _____
by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and
Mattoon Multisport , of Mattoon, Illinois (hereinafter "Grantee").

Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of three thousand dollars (\$ 3,000.00), for the purposes set forth in the Tourism Grant Application (appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

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

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

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

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

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

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

Mayor

Attest:

City Clerk

Grantee

Tourism Grant Application

Name of Organization: Coles County Airport
Contact Person: Andrew Fearn
Address: 432 Airport Rd Telephone: 234 7120
Date of Event: Aug. 28 Name of Event: Air Show '10

How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?

Our event attracts over 60% of attendance from outside the county & is held on a weekend with no other events in the surrounding area.

How does your event attract non-residents?

World Class air show performers & a wide advertising venue

If your application were accepted, how would the tourism funds granted be used?

advertising & for an act or partial act/fuel

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.

Name (Please Print): Andrew Fearn

Signature: Andrew Fearn

Date: 3-24-10 Title or Office Held: Airport Manager

Tourism Grant Application

Detailed Budget

Event: Air Show '10

Date of Event: August 28, 2010 Date of Application: _____

Sponsor: Colis County Airport Authority

Income (Estimated)	Actual Last Year 20 <u>09</u> OR First Annual Budget	Estimated Present Year 20 <u>10</u>
Rental of Booths	\$ 800	\$ 800
Entry Fees/ Gate Receipts	—	—
Donations/ Sponsorships	2000	2000
T-Shirts and Souvenirs	—	—
Food and Drinks, Etc.	—	—
Mattoon Tourism Grant	3500	3500
Other: (Explain)		
<u>Charleston Tourism</u>	500	500
Total Income	\$ 6800	\$ 6800
Expenses (Itemized)		
Advertising	4081	4000
T-Shirts and Souvenirs	—	—
Food, Drinks, Etc.	350	350
Labor Costs	1000	1000
Entertainment	25,000	25,000
Supplies	100	100
Postage	44	44
Rentals	1760	1760
Insurance	2288	2288
Other (Explain)		
<u>Hotels</u>	746	800
Total Expenditures	\$ 35,369	\$ 34,594
Estimate Value of In-Kind Services (Explain)		
<u>Volunteers / equipment</u>	2000	2000

Agreement

This Agreement made this _____ day of _____, _____
by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and
Coles County Airport , of Mattoon, Illinois (hereinafter "Grantee").

Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of three thousand and five hundred dollars (\$ 3,500.00), for the purposes set forth in the Tourism Grant Application (appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

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

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

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

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

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

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

Mayor

Attest:

City Clerk

Grantee

**City of Mattoon
Council Decision Report**

MEETING DATE: 06/01/2010 CDR NO: 2010-1093

SUBJECT: Tourism Committee Appointments

SUBMITTAL DATE: 05/26/10

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

EXHIBITS (If applicable): N/A

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
N/A	N/A	N/A	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 ratify the re-appointments of Chris Considine and Mary Wetzel to the Tourism Committee with terms expiring 03-01-13.”

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

Commissioner Hall has approved these re-appointments (\$33,055 (B)). Terms shall expire every three years upon completion of each present term (Resolution 2008-2750).

Chris Considine resides at 3225 Prairie Ave. Phone #: 258-8001

Mary Wetzel's address is 500 Broadway Ave. E. Phone #: 235-5661

Upon approval the Tourism Committee terms will consist of:

Considine	Chris	3/1/2013
Cox	David	9/1/2010
Fanelli	Rich	9/1/2010
Freesmeier	Don	9/1/2011
Summer	Keith	9/1/2011
Wetzel	Mary	3/1/2013
Wooddell	Kenneth	9/1/2010
Burgett	Angelia	***
Hall	Rick	***

**City of Mattoon
Council Decision Report**

MEETING DATE: 06/01/2010 CDR NO: 2010-1095

SUBJECT: Revolving Loan Fund Committee Re-appointments

SUBMITTAL DATE: 05/26/10

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

EXHIBITS (If applicable): N/A

EXPENDITURE ESTIMATE:	AMOUNT BUDGETED:	FUNDS REMAINING:	CONTINGENCY FUNDING:
N/A	N/A	N/A	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 ratify the Acting Mayor’s re-appointments of Bernard deBuhr, Jr.; Kenneth Gagnon; and Robert Shamdin to the Revolving Loan Fund (RLF) Committee with terms expiring 04/30/2012.”

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

Acting Mayor Gover has approved these re-appointments upon willingness to serve by present members. Terms shall expire every two years. (§35.35)

Tony Sparks resigned due to employment with the YMCA. Mr. Sparks will be replaced in the near future.

Upon approval the Revolving Loan Fund Committee terms will consist of:

Debuhr, Jr.	Bernard	2509 Western Ave.	4/30/2012	235-2226
Gagnon	Kenneth	2405 Dakota	4/30/2012	235-3458
Shamdin	Robert L.	26 S. Country Club Rd	4/30/2012	235-2616
Wooddell	Kenneth	421 Wabash Ave.	4/30/2011	234-2338
TBA			4/30/2011	
McLaughlin	Sue	208 N. 19th St.	***	235-5511
McDermand	Doug	651 Jackson Room 309	***	348-0521
Wetzel	Mary	500 Broadway Ave. E	***	235-5661
Griffin	Angela	400 Airport Road	***	258-5627
Owen	Preston	208 N.19 th Street	***	258-7932

**City of Mattoon
Council Decision Request**

MEETING DATE: 6/1/10

CDR NO: 2010-1098

SUBJECT: Authorizing an energy savings performance contract with Siemens Building Technologies, Inc.

SUBMITTAL DATE: 5/26/10

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR
COUNCIL AGENDA: Sue McLaughlin _____
City Administrator Date

EXHIBITS (If applicable): Exhibit A – Contract
Exhibit B – Spreadsheet showing ten-year payback

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$ 471,082	\$ 0	\$ 0	\$ 0

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

“I move to authorize the mayor to sign an energy performance contract with Siemens Building Technologies in the amount of \$471,082 for eleven projects.”

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

Siemens Building Technologies, Inc. has studied the city’s energy use and determined the eleven projects listed below will lower the city utility costs.

- | | |
|--|-----------------------------------|
| 1) City Hall Lighting | 7) Police Station - ERV & Control |
| 2) Library Lighting | 8) Police Station - Lighting |
| 3) Library Lighting - Exterior | 9) Condensing Boiler |
| 4) Library HVAC - Upgrades | 10) WTP - Lighting |
| 5) Library - Window infiltration reduction | 11) Street Lighting |
| 6) WWTP - Lighting | |

In the attached contract Siemens guarantees the following: the price of completing the projects will be \$471,082, grants of \$179,289 will be obtained to offset the initial capital costs, the annual savings in energy costs will be \$34,759. The ten-year payback for the project is shown in Exhibit B

The Public Works Advisory Board recommended authorizing entering into this contract.

Solutions

Financial Data Analysis

10 Year Cashflow

Mattoon IL Final Phase I

May 14, 2010

Financial Data

Total Amount of Project	\$	471,082
Down Payment	\$	-
Grants	\$	179,289.00
Amount Financed	\$	291,793.00
Interest Rate		3.00%
Number of Years		10
Energy Inflation Rate		3.7%
Operational Inflation Rate		3%
TSP Inflation Rate		3%
Total Net Cash Flow	\$	70,952

Electricity @ \$0.0816/kWh
Gas \$1.04/therm

Year	1	2	3	4	5	6	7	8	9	10	Totals
Savings											
Guarenteed Energy Savings	\$ 34,759	\$ 36,045	\$ 37,379	\$ 38,762	\$ 40,196	\$ 41,683	\$ 43,225	\$ 44,825	\$ 46,483	\$ 48,203	\$ 411,561
Operational Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Savings /Yr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Savings	\$ 34,759	\$ 36,045	\$ 37,379	\$ 38,762	\$ 40,196	\$ 41,683	\$ 43,225	\$ 44,825	\$ 46,483	\$ 48,203	\$ 411,561
Costs											
Finance Payment	\$ 33,811	\$ 33,811	\$ 33,811	\$ 33,811	\$ 33,811	\$ 33,811	\$ 33,811	\$ 33,811	\$ 33,811	\$ 33,811	\$ 338,109
Technical Support Program	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Total Project Costs	\$ 36,311	\$ 33,811	\$ 340,609								
Cash Flow											
Annual Cash Flow	\$ (1,552)	\$ 2,234	\$ 3,568	\$ 4,951	\$ 6,385	\$ 7,872	\$ 9,415	\$ 11,014	\$ 12,672	\$ 14,392	\$ 70,952
Accumulated Cash Flow	\$ (1,552)	\$ 682	\$ 4,250	\$ 9,201	\$ 15,586	\$ 23,458	\$ 32,873	\$ 43,887	\$ 56,559	\$ 70,952	n/a

PERFORMANCE CONTRACTING AGREEMENT

between

City of Mattoon, Illinois

Phase 1

06/01/2010

and

**Siemens Industry, Inc.,
Building Technologies Division**

TABLE OF ARTICLES

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work by SIEMENS
6. The CLIENT'S Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

PERFORMANCE CONTRACTING AGREEMENT

Number:44OP-066233

Article 1 AGREEMENT

THIS **PERFORMANCE CONTRACTING AGREEMENT** ("Agreement") is made this 1st day of June, 2010 (the "Effective Contract Date", defined below), by and between Siemens Industry, Inc., Building Technologies Division ("SIEMENS") and the party identified below as the CLIENT.

The CLIENT:
City of Mattoon
208 N. 19th Street
Mattoon, IL 61938-2838

DESIGNATED REPRESENTATIVE: David Wortman, Public Works Director
PHONE: 217-235-5460 FAX: 217-234-7374

Siemens Industry, Inc., Building Technologies Division
1000 Deerfield Parkway
Buffalo Grove, Illinois 60089

With offices at: 14 Currency Drive
Bloomington, IL 61704

DESIGNATED REPRESENTATIVE: John Marley

DESIGNATED REPRESENTATIVE:
PHONE: 217-206-5874 FAX: 309-664-2466

For Work and Services in connection with the following project (the "Project"):

Performance Contracting Agreement, City of Mattoon, Phase 1

The CLIENT considered performing the following FIMs but at this time, has determined to exclude them from the Scope of Work and Services, Exhibit A:

PERFORMANCE CONTRACTING AGREEMENT

Potential FIMs for future Phases

- Waste Water Treatment Plant energy efficiency and process improvements
- Boiler replacement at City Hall
- Window replacements for City Hall and Police Station
- Water Treatment Plant energy efficiency and process improvements
- Alternative energy projects (wind, biomass, solar, etc.)

PERFORMANCE CONTRACTING AGREEMENT

Articles and Attachments

This Agreement consists of this document, which includes the following articles and exhibits which are acknowledged by the CLIENT and SIEMENS and incorporated into the Agreement by this reference:

Articles

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work BY SIEMENS
6. The CLIENT'S Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

Exhibits

- | | |
|-----------|----------------------------|
| Exhibit A | Scope of Work and Services |
| Exhibit B | Payment Schedule(s) |
| Exhibit C | Performance Assurance |
| Exhibit D | Lighting Retrofit Schedule |
| Exhibit E | Engineering Calculations |

This Agreement, when executed by an authorized representative of the CLIENT and authorized representatives of SIEMENS, constitutes the entire, complete and exclusive agreement between the Parties relative to the project scope stated in Exhibit A. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

COMPENSATION/TERMS OF PAYMENT:

As full consideration for the performance of the Work and Services set forth in Exhibit A, and for the Performance Assurance set forth in Exhibit C, the CLIENT shall pay SIEMENS in such manner and amounts as agreed to in Exhibit B.

Agreed for **City of Mattoon**

(Signature) by: _____

Print Name and Title: _____

(Signature) by: _____

Print Name and Title: _____

Agreed for **Siemens Industry, Inc.**

(Signature) by: _____

Print Name and Title: _____

(Signature) by: _____

Print Name and Title: _____

PERFORMANCE CONTRACTING AGREEMENT

Article 2

Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

“Acceptance” means the CLIENT has signed, or is deemed to have signed, a Certificate of Substantial Completion.

“Acceptance Date” means the date on which the CLIENT signs or is deemed to have signed a Certificate of Substantial Completion.

“Annual Performance Assurance Report” means the document prepared by SIEMENS and submitted to the CLIENT as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

“Annual Period” means a twelve (12) month period beginning on the Guarantee Date or on any anniversary date thereof.

“Annual Realized Savings” means the actual Savings achieved by the CLIENT during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

“Baseline” means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in the Performance Assurance, Exhibit C.

“Baseline Period” means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in the Performance Assurance, Exhibit C.

“BTU” means a British Thermal Unit and is a unit of thermal energy.

“Capital Off-Set Savings” means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues; potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

“Certificate of Substantial Completion” means the document indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement.

“CLIENT Representative” means the person identified to SIEMENS by the CLIENT as the person authorized to make decisions on behalf of the CLIENT as set forth in Section 6.1(a) hereof.

“Construction Period” means the period between the Effective Contract Date and the first day of the month following the date of Substantial Completion.

“Construction Period Savings” means the actual accumulated Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date.

“Contracted Baseline” means the post-FIM-implementation Facility operating profile based on parameters described in Exhibit C, which the CLIENT shall maintain throughout the Performance Guarantee Period and are relied upon by SIEMENS for the calculation of Guaranteed Savings as provided in the Performance Assurance, Exhibit C. The Contracted Baseline must also include stipulated hours of operation and plug-loads for all Facilities, and must include stipulated blended, or non-blended, utility rates.

“Deferred Maintenance” means a sub-category of Operational Savings where Savings results from a reduction of current or potential future repair and maintenance costs due to certain work being performed hereunder where such work had been previously postponed.

“Deliverable” means a report or drawing specifically prepared for and deliverable to the CLIENT.

“Effective Contract Date” is the date appearing at the top of this Agreement, unless specifically indicated otherwise.

PERFORMANCE CONTRACTING AGREEMENT

“Energy Conservation Measure” or “ECM” means the equipment, devices, materials and/or software as installed by SIEMENS at the Facilities, or as repaired or replaced by the CLIENT hereunder, for the purpose of improving the efficiency of utility consumption.

“Equipment” means the installed products to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

“Escalation Rate” means an annual percentage increase to be applied to the previous year’s energy savings, operational savings and service pricing, beginning and occurring on dates outlined in the Performance Assurance, Exhibit C. A different Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

“Facility” or “Facilities” means the building(s) or structure(s) where Work will be installed or implemented.

“Facility Improvement Measures” or “FIMs” means the methods, techniques, application of know-how, installation of devices or otherwise, described in the Scope of Work and Services, Exhibit A, that are undertaken by SIEMENS as a result of this Agreement with the intent of generating net savings or efficiencies at or in connection with the operation of the Facilities, including one or multiple ECMs as well as any non-conservation-related activities, means or methods.

“Guarantee Date” means the first day of the month following the date on which the CLIENT executes the final Certificate of Substantial Completion, thus indicating that the Construction Period is complete.

“Guaranteed Annual Savings” are the Guaranteed Measured & Verified Savings plus the Stipulated Savings that SIEMENS guarantees will occur in an Annual Period of the Performance Guarantee Period.

“Guaranteed Measured & Verified Savings” means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as described in the Performance Assurance, Exhibit C.

“Guaranteed Savings” means the amount of Savings that SIEMENS guarantees will be achieved at the Facility during the Performance Guarantee Period, as identified in the Performance Assurance, Exhibit C as subject to the limitation identified in Section 4.8.

“Hazardous Materials” refers to the definition found in Section 11.1.

“Instruments” means all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS, excluding Deliverables.

“kW” and “kWh” means kilowatt and kilowatt hour, respectively.

“Maintenance Services Program” or “MSP” means the Services performed by SIEMENS to maintain the Equipment in good working order. The MSP may also contain Services unrelated to the maintenance of the Equipment. If applicable, the MSP is more fully described in the Scope of Work and Services, Exhibit A.

“Material Change” means a measurable deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall.

“Measured & Verified Savings” means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurance, Exhibit C.

“Oil” refers to the definition found in Section 11.1.

“Operational Savings” means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance, or Capital Off-Set Savings. Operational Savings can only be expressed in monetary value and are always calculated as Stipulated Savings.

“Parties” means the CLIENT and SIEMENS.

PERFORMANCE CONTRACTING AGREEMENT

“Performance Assurance” is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings.

“Performance Assurance Services Program” or “PASP” means the Services required to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and, where applicable, the Accumulated Realized Savings, and comparing the same to the Annual Guaranteed Savings and, where applicable, the Guaranteed Accumulated Savings based upon the calculations agreed to by the Parties in the Performance Assurance, Exhibit C. The Services provided under the PASP are described in the Scope of Work and Services, Exhibit A.

“Performance Guarantee” means the guarantee that SIEMENS makes to the CLIENT which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurance, Exhibit C.

“Performance Guarantee Period” means the timeframe from the Guarantee Date to the last day of the final Annual Period as described in Table 1.1 of the Performance Assurance, Exhibit C, or the period from the Guarantee Date until the termination of this Agreement, whichever occurs earlier.

“Permitted Users” means the CLIENT, its employees and agents.

“Savings” means the Parties’ intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, a changed utility rate classification or a combination thereof. The Savings that are achieved from reduced energy or utility consumption are converted to a dollar figure based upon the calculation in Article 4.1.1 and as detailed in the Performance Assurance, Exhibit C. When converted to a dollar figure, these Savings become energy cost savings. Operational Savings are only expressed in a dollar figure.

“Savings Shortfall” means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

“Services” means those services to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

“Stipulated Savings” are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to SIEMENS by the CLIENT and, when utilized for calculating energy savings, are based upon generally accepted engineering principles. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. The Stipulated Savings for each Annual Period, along with the corresponding Escalation Rate, if applicable, are set forth in the Performance Assurance, Exhibit C.

“Substantial Completion” or “Substantially Complete” means the Work, or any identifiable portion thereof, is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of the Work and Services, Exhibit A, such that the CLIENT will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work or the FIMs for their intended purposes. To the extent that the Work requires multiple Acceptances, the Work’s final Substantial Completion date shall determine the Guarantee Date.

“Therm” is a measure of energy equal to 100,000 BTUs.

“Total Guaranteed Savings” means the sum of the Savings that are guaranteed for all Annual Periods during the Performance Guarantee Period (inclusive of the Construction Period, if applicable). The Total Guaranteed Savings are reflected in Tables 1.1 and 1.2 in the Performance Assurance, Exhibit C.

“Work” means collective labor, Equipment and services comprising the FIMs to be performed by SIEMENS, as described in the Scope of Work and Services, Exhibit A.

Article 3

General

3.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall

PERFORMANCE CONTRACTING AGREEMENT

be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular party or its legal counsel.

- 3.2 The CLIENT hereby engages and SIEMENS hereby accepts the engagement to perform and to provide the Work and Services set forth in Exhibit A in accordance with the terms and conditions of this Agreement.
- 3.3 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of the CLIENT. This Agreement is not intended, and shall not be construed to create, between the CLIENT and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of the CLIENT.
- 3.4 SIEMENS represents, warrants and covenants to the CLIENT that:
- (a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS' organizational documents, any applicable laws or regulations, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
 - (c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of the Agreement;
 - (d) To SIEMENS' best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,
 - (e) It is duly authorized to do business in all locations where the Work and Services are to be performed.
- 3.5 The CLIENT represents, warrants and covenants to SIEMENS that:
- (a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of the CLIENT'S organizational documents, any applicable laws or regulations, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
 - (c) This Agreement is the legal, valid and binding obligation of the CLIENT, in accordance with its terms, and all requirements have been met and procedures have been followed by the CLIENT to ensure the enforceability of the Agreement;
 - (d) To the CLIENT'S best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting the CLIENT that affects the validity or enforceability of this Agreement; and,
 - (e) The CLIENT has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

Article 4

Performance Guarantee

- 4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of the Performance Assurance, Exhibit C, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in the Performance Assurance, Exhibit C.
- 4.1.1 General. Except as otherwise provided, energy savings will be calculated for each month of each Annual Period as the product of (a) "units of energy saved" (kWh, Therms, GJ, etc.) multiplied by (b) "cost of energy."
- (a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.3 below, and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy defined in Article 5 of Exhibit C.
 - (b) Costs of energy are defined in Article 6 of Exhibit C, Utility Rate Structures and Escalation Rates.
- 4.2 Any future escalation factors to be applied to utility, energy or other costs are set forth in Exhibit C. SIEMENS and the CLIENT agree that the Baseline data set forth in Exhibit C is a full and accurate reflection of the existing Facility,

PERFORMANCE CONTRACTING AGREEMENT

- equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.
- 4.3 SIEMENS and the CLIENT agree that the Contracted Baseline fully described in Exhibit C will represent the new operating and/or equipment profile of the Facility resulting from the FIM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.
- 4.4 The CLIENT agrees to notify SIEMENS prior to or within 30 days of CLIENT'S knowledge of any Material Change.
- 4.5 Within 30 days of notice of a Material Change, SIEMENS' discovery of a Material Change, and with prompt notice to CLIENT, SIEMENS will either:
- (a) Require an adjustment to the Performance Assurance and the Performance Guarantee as a result of the Material Change; or,
 - (b) Where a commercially reasonable adjustment to the Performance Guarantee is unavailable, terminate both the Performance Assurance and the Performance Guarantee.
- 4.6 Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:
- (a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period's Annual Realized Savings.
 - (b) At the conclusion of each Annual Period, SIEMENS will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.
 - (c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.
 - (d) A Savings Shortfall shall be paid by SIEMENS within sixty (60) days following the CLIENT'S acceptance of the reconciliation and once paid SIEMENS shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.
- 4.6.1 As the mutual goal of the Parties is to maximize Savings, if SIEMENS can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CLIENT and with no future operational expenses, and the CLIENT declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.
- 4.7 The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period. If the CLIENT fails to maintain, breaches, cancels or otherwise causes the termination of the PASP then; (a) The Performance Guarantee shall terminate immediately and be void and of no force or effect; or, (b) Where termination of the Performance Guarantee would render the Agreement in violation of the applicable law, all Guaranteed Savings thereafter shall be determined to have been achieved and SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide the CLIENT, or any third-party as the case may be, with any further Annual Performance Assurance Reports.
- 4.8 The payments and credits based on Savings Shortfalls, if any, are the sole remedy of the CLIENT for this Performance Guarantee. ANY PAYMENTS MADE OR TO BE MADE TO THE CLIENT UNDER THE TERMS OF THIS PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CLIENT TO EITHER SIEMENS AND/OR A THIRD-PARTY (IN THE EVENT THAT THE CLIENT HAS FINANCED THE TRANSACTION) FOR THE AGGREGATE OF: THE PRICE, AS DEFINED IN EXHIBIT B, ARTICLE 1.1; THE PASP PAYMENTS; THE MSP PAYMENTS, IF ANY; AND, IF APPLICABLE, THE CLIENT'S COST OF FINANCING THE WORK. The CLIENT'S cost of financing the Work is the cost of financing calculated either: (a) On the date that the escrow account is funded in accordance with Exhibit B, Article 1.2; or, (b) On the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.
- 4.9 The CLIENT represents that all existing equipment that is not installed by SIEMENS under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any

PERFORMANCE CONTRACTING AGREEMENT

deficiencies to the CLIENT. To the extent that the deficiencies are not remedied by the CLIENT prior to the Guarantee Date, the adverse affect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.

- 4.10 If the Equipment or the existing equipment is altered or moved by any person (including the CLIENT) other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT'S expense in order to determine if a Material Change has occurred.
- 4.11 SIEMENS will have no liability or obligation to continue providing PASP Services or any Guaranteed Savings under the Performance Guarantee in the event that the CLIENT fails to:
- (a) Authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in order to determine if a Material Change has occurred;
 - (b) Provide access to any Facility where Work is to be performed;
 - (c) Service and maintain all Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,
 - (d) Provide SIEMENS with accurate Facility operating information as soon as such information becomes reasonably available to the CLIENT, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.
- 4.12 Unless expressly contrary to law, should the CLIENT decide to discontinue the PASP before the end of the Performance Guarantee Period, the CLIENT will give SIEMENS thirty (30) days prior written notice and in such notice indicate that the CLIENT has selected one of the following:
- (a) The CLIENT will re-invest the avoided cost of cancellation of the PASP into Facility improvements and services that improve the overall Facility's performance and which improvements and services are implemented by SIEMENS; or,
 - (b) The CLIENT will pay to SIEMENS 100% of the remaining value left in the PASP Annual Period, as a liquidated damage and not as a penalty, to compensate SIEMENS for SIEMENS' up-front costs and expenses in preparing to perform the PASP as contracted for the Annual Period.
- 4.13 Unless expressly contrary to law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineering firm which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of such firm will be final and binding upon CLIENT and SIEMENS. SIEMENS and the CLIENT will each be responsible for half of the fees of such firm.

Article 5

Work by SIEMENS

- 5.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both Parties. The Work performed by SIEMENS shall be conducted in a workmanlike manner.
- 5.2 SIEMENS shall perform the Work during its normal hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed herein. The CLIENT shall make the Facility available so Work may proceed in an efficient manner.
- 5.3 SIEMENS is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Work identified in the Scope of Work and Services, Exhibit A. Any CLIENT request to change the scope or the nature of the Work or Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.
- 5.4 All Deliverables shall become the CLIENT'S property upon receipt by CLIENT. SIEMENS may retain file copies of such Deliverables. All Instruments shall remain SIEMENS' property. All Deliverables and Instruments provided to the CLIENT are for Permitted Users' use and only for the purposes disclosed to SIEMENS. To the extent specified in Exhibit A, Permitted Users shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments; provided, however, that the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Instruments were provided. The CLIENT shall not transfer any Deliverables or copies of Instruments to others or use them or permit them

PERFORMANCE CONTRACTING AGREEMENT

to be used for any extension of the Work or any other project or purpose without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use other than by Permitted Users, will be at Permitted Users' and such other user's sole risk and without liability to SIEMENS; and, unless expressly prohibited by law, the Permitted Users, jointly and severally, shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising from such unauthorized use.

5.5 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the CLIENT or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at the Facility shall not relieve others of their responsibility to the CLIENT or to others.

5.6 SIEMENS warrants that:

- (a) Unless otherwise agreed, all Equipment shall be new and of good quality. Until one year from the date the Equipment is installed, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.
- (b) Labor for all Work, excluding PASP or MSP Services, is warranted to be free from defects in workmanship for one year after the Work is performed. PASP Services and MSP Services are warranted to be free from defects in workmanship for ninety (90) days after the Services are performed.

5.7 Warranty Limitation:

- (a) The limited warranties set forth in Section 5.6 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) which the CLIENT or a third party subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per SIEMENS' or the manufacturer's instructions, or otherwise subjects to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after the CLIENT has, or should have had, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS' nameplate. However, SIEMENS assigns to the CLIENT, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.
- (b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to the CLIENT and not to any subsequent owner of the Equipment. The CLIENT'S sole and exclusive remedy for any Equipment or Services not conforming with this limited warranty is limited to, at SIEMENS' option: (i) repair or replacement of defective components of covered Equipment; (ii) re-performance of the defective portion of the Services; or (iii) to the extent previously paid and itemized, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.
- (c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment or the portion of the Work and Services actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such item. Repaired or replaced Equipment or Services will be warranted hereunder only for the remaining portion of the original warranty period.

5.8 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

5.9 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:

- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to: ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc., unless covered by the warranty provisions herein or otherwise specifically stated herein; or

PERFORMANCE CONTRACTING AGREEMENT

- (b) CLIENT'S or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, erosion, improper or inadequate water treatment, electrolytic action, chemical action, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond SIEMENS' control. Unless expressly agreed in writing, SIEMENS is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. SIEMENS ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY SIEMENS OR ITS AGENTS.

Article 6

The CLIENT'S Responsibilities

6.1 The CLIENT, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for the CLIENT regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency;
- (b) Coordinate the work of contractors under CLIENT'S sole control so as not to disrupt the Work and Services proceeding in an efficient manner;
- (c) Provide or arrange for 24 hour, 7 day per week access and make all reasonable provisions for SIEMENS to enter any Facility where Work is to be performed so that Work may proceed in an efficient manner;
- (d) Permit SIEMENS to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (e) Furnish SIEMENS with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Facility where the Work is to be performed as may be reasonably requested by SIEMENS. Such plans and blueprints, along with an executed copy of this Agreement, with its Exhibits, shall be kept and maintained in CLIENT'S files for a period of fifteen (15) years from the Effective Contract Date;
- (f) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work, except for those SIEMENS has expressly agreed in writing to obtain;
- (g) In accordance with Article 11 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at the Facility, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;
- (h) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
- (i) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at any Facility where the Work is to be performed;
- (j) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any Facility where the Work is to be performed;
- (k) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction. The CLIENT shall furnish all needed servicing and parts for said FIMs, which parts shall become part of the FIMs. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the CLIENT, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment;
- (l) Promptly notify SIEMENS of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the Equipment or energy usage or any Services; and,
- (m) If applicable, provide and pay for a dedicated voice grade dial-up phone line, or a mutually agreed communication method, and install a terminal block, or an equivalent communication mechanism, in a mutually

PERFORMANCE CONTRACTING AGREEMENT

agreed upon location. All on-line service Equipment (excluding the phone line) will remain the property of SIEMENS unless otherwise stated herein.

- 6.2 Unless contrary to law, the CLIENT acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.
- 6.3 The CLIENT acknowledges that it is now and shall at all times remain in control of the Facility. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to the CLIENT'S activities or operations, the CLIENT'S other contractor(s), the work of any other person or entity, or Facility conditions. SIEMENS shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of the CLIENT or others at the Facility. So as not to discourage SIEMENS from voluntarily addressing health or safety issues while at the Facility, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, the CLIENT shall not hold, or attempt to hold, SIEMENS liable or responsible on account thereof.

Article 7

Changes and Delays

- 7.1 As the Work is performed, existing laws or conditions may change, or circumstances outside SIEMENS' reasonable control may develop, which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify the CLIENT and an equitable adjustment will be made to SIEMENS' compensation and the time for performance. In the event such changes require the Work to be suspended or terminated, SIEMENS shall be compensated for Work previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 7.2 Either party may request additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by authorized representatives of both Parties.
- 7.3 SIEMENS may, in its sole discretion, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.
- 7.4 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by the CLIENT or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs SIEMENS incurs due to such delay. If any such delay exceeds sixty (60) days, SIEMENS may terminate this Agreement upon three (3) days notice to the CLIENT and the CLIENT shall promptly pay SIEMENS for the allocable portion of the Work completed, for any costs and expenses of termination, and for any loss or damage incurred with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

Article 8

Compensation

- 8.1 The aggregate amount paid by CLIENT provides for and is solely in consideration of the Scope of Work and Services described in Exhibit A, and is detailed in Exhibit B.
- 8.2 SIEMENS will invoice the CLIENT in accordance with the schedules set forth in Exhibit B. Unless otherwise agreed in writing, invoices are due and payable upon receipt by the CLIENT. If the CLIENT disagrees with any portion of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
- 8.3 SIEMENS may suspend or terminate the Work or Services at any time if payment is not received when due. In such event, SIEMENS shall be entitled to compensation for the Work or Services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 8.4 On amounts not paid within thirty (30) days of invoice date, the CLIENT shall pay interest from invoice date until payment is received at the lesser of 12% per annum or the maximum rate allowed by law. The CLIENT shall reimburse

PERFORMANCE CONTRACTING AGREEMENT

SIEMENS for SIEMENS' costs and expenses (including reasonable attorney and witness fees) incurred for collection under this Agreement.

- 8.5 Except to the extent expressly agreed herein, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work or Services. The CLIENT shall pay such amounts or reimburse SIEMENS for any such amounts SIEMENS pays to the extent such charges are lawfully due and payable by CLIENT and have been paid or incurred by SIEMENS in furtherance thereof. If the CLIENT claims that the Work or Services is subject to a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and, unless specifically prohibited by law, shall indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of the use or acceptance of same.
- 8.6 All other work or services requested by the CLIENT, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:
- (a) Emergency services, if inspection does not reveal any deficiency covered by the Scope of Work and Services, Exhibit A;
 - (b) Work and/or services performed at times other than during SIEMENS' normal working hours, unless otherwise agreed to in Exhibit A; or
 - (c) Work and/or services performed on equipment not covered by the Scope of Work and Services, Exhibit A.

Article 9

Acceptance

- 9.1 When SIEMENS believes that all, or an independent, definable phase or portion, of the Work is Substantially Complete, SIEMENS will submit a Certificate of Substantial Completion to the CLIENT which shall be subject to the following:
- (a) If the CLIENT concurs that the described portion of the Work as performed is Substantially Complete, the CLIENT will accept that Work by signing the Certificate of Substantial Completion and returning it to SIEMENS;
 - (b) If the CLIENT does not concur that the Work is Substantially Complete, then the CLIENT shall notify SIEMENS within five (5) business days of any discrepancies;
 - (c) To the extent SIEMENS does not dispute the discrepancies raised by the CLIENT, SIEMENS shall correct the Work to conform to the description of the Work set forth herein, and resubmit the Certificate of Substantial Completion to the CLIENT;
 - (d) If SIEMENS disagrees with the discrepancies raised by the CLIENT, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with Section 9.3 herein;
 - (e) If the CLIENT Representative does not deliver written notice to SIEMENS within five (5) business days of receiving the Certificate of Substantial Completion, in the mutual interests of the Project proceeding in a timely manner, the CLIENT will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.
- 9.2 To the extent that this Project requires multiple Certificates of Substantial Completion, the final Certificate of Substantial Completion shall determine the date on which the Construction Period is completed.
- 9.3 Any disputes concerning the Substantial Completion of the Work will be resolved by submitting the issue to a third party professional engineering firm and which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of this firm with respect to completion or Substantial Completion will be final and binding upon the Parties. SIEMENS and the CLIENT shall share equally the costs or fees for such firm in connection with such dispute resolution process.

Article 10

Insurance and Allocation of Risk

- 10.1 SIEMENS shall maintain, at SIEMENS' expense, the following insurances while performing the Work and shall add the CLIENT as an "Additional Insured" to each policy that is referenced in subsections (c) through and including (e) hereof:
- (a) Workers' Compensation at the statutory amounts and limits as prescribed by applicable law.
 - (b) Employer's Liability insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:
 - \$1,000,000 per occurrence
 - \$1,000,000 Disease Policy

PERFORMANCE CONTRACTING AGREEMENT

- \$1,000,000 Each Employee
- (c) SIEMENS shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering SIEMENS' operations and providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for:
- Products and Completed Operations
 - Contractual Liability insuring the obligations assumed by SIEMENS in this Agreement
 - Broad Form Property Damage (including Completed Operations)
 - Explosion, Collapse and Underground Hazards
 - Personal Injury Liability:
 - Limits of liability shall be \$1,000,000 per occurrence/aggregate
- (d) SIEMENS shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of SIEMENS providing insurance for bodily injury liability and property damage liability for the limits of:
- \$1,000,000 per occurrence/aggregate
- (e) SIEMENS shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of:
- \$5,000,000 per occurrence/aggregate

10.2 The CLIENT will either maintain at its own expense, or self-insure for the equivalent risks, property insurance written on a builder's "all-risk" or equivalent policy form in an amount no less than the Price identified in Exhibit B, Article 1.1, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by SIEMENS, until final payment has been made to SIEMENS or no person or entity other than the CLIENT has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for SIEMENS' services and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CLIENT shall pay costs not covered because of such deductibles or retentions. This insurance shall cover portions of the Work off the Facility, and also portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CLIENT shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CLIENT. The insurance required by this section shall include the interests of the CLIENT, SIEMENS, subcontractor and sub-subcontractor in the Work. SIEMENS shall be included as an additional insured on each such insurance coverage. The CLIENT and SIEMENS waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the insurance required by this section and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CLIENT as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.

10.3 Title and risk of loss of materials and Equipment furnished by SIEMENS shall pass to the CLIENT upon their delivery to the Facility, and the CLIENT shall be responsible for protecting them against theft and damage.

10.4 SIEMENS will indemnify the CLIENT from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property (collectively "Damages"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from SIEMENS or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with SIEMENS' performance of the Work or Services. SIEMENS' obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the negligence of the CLIENT or its agents, contractors or employees. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CLIENT OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR

PERFORMANCE CONTRACTING AGREEMENT

LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CLIENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, UNLESS CONTRARY TO APPLICABLE LAW, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,500,000 OR THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM THE CLIENT UNDER THIS AGREEMENT. The preceding limit shall not apply to the CLIENT'S remedy under the Performance Guarantee as such is limited by Section 4.8.

10.5 As to Patents and Copyrights:

- (a) SIEMENS will, at its own expense, defend or at its option settle any suit or proceeding brought against the CLIENT in so far as it is based on an allegation that any Work (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if SIEMENS is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. SIEMENS will pay the damages and costs awarded in any suit or proceeding so defended. SIEMENS will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the CLIENT is enjoined, SIEMENS will, at its option and its own expense, either: (i) procure for the CLIENT the right to continue using said Work; (ii) replace it with substantially equivalent non-infringing Work; or (iii) modify the Work so it becomes non-infringing.
- (b) SIEMENS will have no duty or obligation to the CLIENT under Section 10.5(a) to the extent that the Work is: (i) supplied according to the CLIENT'S design or instructions, wherein compliance therewith has caused SIEMENS to deviate from its normal course of performance; (ii) modified by the CLIENT or its contractors after delivery; or, (iii) combined by the CLIENT or its contractors with items not furnished hereunder, and by reason of said design, instruction, modification, or combination, a suit is brought against the CLIENT. If by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SIEMENS, unless expressly prohibited by law, the CLIENT shall protect SIEMENS in the same manner and to the same extent that SIEMENS has agreed to protect the CLIENT under the provisions of Section 10.5(a) above.
- (c) THIS SECTION 10.5 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF THE CLIENT RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS. Compliance with Section 10.5 as provided herein shall constitute fulfillment of all liabilities of the Parties under the Agreement with respect to the intellectual property indemnification.

10.6 The Parties acknowledge that the price for which SIEMENS has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

Article 11

Hazardous Materials Provisions

11.1 The Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other federal, state or local environmental laws, regulations, statutes, rules, standards or ordinances (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. Except as expressly disclosed pursuant to Section 11.2, the CLIENT represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. SIEMENS will notify the CLIENT immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on the CLIENT'S representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 11.2, shall entitle SIEMENS to suspend the Work

PERFORMANCE CONTRACTING AGREEMENT

immediately, subject to mutual agreement of terms and conditions applicable to any further Work, or to terminate the Work and to be paid for Work previously performed.

- 11.2 The CLIENT warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, potentially present or likely to become present at the Facility and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.
- 11.3 Regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 11.2, the CLIENT shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remedying or neutralizing such Oil or Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 11.1, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Oil or Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CLIENT shall sign any required waste manifests in conformance with all government regulations, listing the CLIENT as the generator of the waste. If someone other than the CLIENT is the generator of the waste, the CLIENT shall arrange for such other person to sign such manifests.
- 11.4 Except where expressly prohibited by law, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CLIENT shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from the CLIENT'S breach of, or failure to perform its obligations under this Article.
- 11.5 For purposes of this Article 11, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the CLIENT'S directors, officers, employees or agents, or the presence of relevant information contained in the CLIENT'S books or records; and, "due inquiry" means inquiry of those persons under the CLIENT'S control who should have knowledge of the subject matter of such inquiry.

Article 12

Miscellaneous Provisions

- 12.1 Notices between the Parties shall be in writing and shall be hand-delivered or sent by certified mail, express courier, or acknowledged telefax properly addressed to the appropriate party. Any such notice shall be deemed to have been received when delivered in-person or when sent by telefax, or five (5) business days subsequent to deposit in the U.S. mails, or one (1) day after deposit with express courier.
- 12.2 Neither the CLIENT nor SIEMENS shall assign or transfer any rights or obligations under this Agreement, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the CLIENT and SIEMENS without the express written consent of both Parties.
- 12.3 This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth within which the Facilities are located.
- 12.4 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.
- 12.5 Unless contrary to applicable law and with the exception of disputes arising under Article 4 or Article 9, all disputes not resolved by negotiation between the Parties shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at that time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the Parties. The arbitrator shall have no authority to award, and shall not award, attorneys' fees. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter.
- 12.6 SIEMENS' performance of the Work and Services is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Work or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement

PERFORMANCE CONTRACTING AGREEMENT

- 12.7 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder of this Agreement. All other provisions hereof shall remain in full force and effect.
- 12.8 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.
- 12.9 In the event that the applicable law or the CLIENT requires that SIEMENS procure a performance bond and/or a payment bond, SIEMENS shall provide a performance and payment bond in the amount of \$471,082.00. The performance and payment bond will solely apply to the Work performed during the Construction Period and to the required statutory lien filing period thereafter. The performance and payment bond will not apply to any of the obligations included in the Performance Assurance, Exhibit C. Furthermore, the CLIENT'S funding source may be named as "Co-Obligee" on the performance bond if so requested by the CLIENT.

Article 13

Maintenance Services Program

- 13.1 If applicable, the scope of Services provided by SIEMENS for the Maintenance Services Program is stated in Exhibit A.
- 13.2 The CLIENT represents that all equipment not installed by SIEMENS under this Agreement and subject to a MSP is in satisfactory working condition. SIEMENS will have inspected all such equipment within the first thirty (30) days of MSP commencement or no later than the first scheduled inspection. Testing and inspection will not be deemed to be complete until all such equipment has been so tested and inspected.
- 13.3 If the equipment is altered or moved by any person, including the CLIENT, other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT'S expense.
- 13.4 If SIEMENS reasonably determines as a result of such inspection and/or testing that any equipment requires repair or replacement, the CLIENT will be so notified and shall take corrective action within thirty (30) days, or such equipment shall be removed from coverage hereunder without further action by the Parties. SIEMENS is not liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at the CLIENT'S sole expense. Any services provided by SIEMENS in the course of such restoration will be separately charged on a time and materials basis, and not included in fees paid hereunder. If individual items of equipment cannot, in SIEMENS' sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SIEMENS may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under the MSP and adjust the MSP payments due hereunder accordingly.
- 13.5 If the removal of equipment from coverage would compromise or impair the integrity of the Work, Services or compliance with law of any system, then SIEMENS will provide a written statement thereof for execution by the CLIENT. The CLIENT'S failure to execute such statement within ten (10) days will void the MSP and release SIEMENS from any further obligations with respect to the MSP.
- 13.6 If the MSP scope of Services provides for equipment maintenance, repairs and/or replacements of equipment by SIEMENS, those Services are limited to restoring the proper working condition of such equipment. SIEMENS will not be obligated to provide replacement equipment that represents significant capital improvement compared to the original. Exchanged components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of the CLIENT.

Article 1: Scope of Work

1.1 *Description:* Except as otherwise expressly provided herein, SIEMENS shall provide each and every item of cost and expense necessary for: the implementation of this project as described in Section 1.2 Specific Elements.

1.2.1 *Specific Elements:* The Work shall include the following:

1.2.2 FIM 2 – City Hall Lighting Retrofit/Upgrade

Siemens will perform the following retrofits and/ or upgrades in accordance with the lighting scope outlined in Exhibit D:

- Fluorescent fixtures containing 34/40-Watt T12 four-foot lamps will be retrofitted with low-wattage energy-saving 28-Watt T8 lamps and energy efficient electronic ballasts.
- Siemens shall remove the existing surface mounted fixtures and install new lay-in-troffer fixtures with energy savings 28-Watt T8 lamps and energy efficient electronic ballasts in accordance with table 1.2.1.1.. The new recessed fixtures will be laid out in a typical 8’x 8’ or equivalent spacing configuration, offering increased light distribution and energy savings

Table 1.2.1.1 – New Fixture Installation Schedule

Building	Room ID	Room Name	Existing Qty	Ex Fixture ID	Ret Fixture Identification	Retro Qty
CityHall	105	1st FLR Hall	6	4'W2L-34W	4'W2L-T8-NEW-28W	6
City Hall	111	Water	1	60WX3-INC-DRUM	4'W1L-T8-NEW-28W	1
City Hall	132	FT 2ND FLR	4	4'W2L-34W	8'W2LX4'-T8-R-NEW-28W	2
City Hall	133	FT 2ND FLR.	1	4'W4L-34W	4'W1L-T8-R-NEW-28W	1
City Hall	134	CODE ENFORCE	21	4'W2L-34W	2x4-3L-T8-NEW-28W	10
City Hall	138	ZONE CONF	16	4'W2L-34W	2X4-2L-T8-NEW-28W	6
City Hall	139	BACK HALL	14	60W-INC-PB	2X2-2L-T8-R-NEW	14
City Hall	141	2ND FLR	5	EXIT-2x9W-CFL	Exit LED New	5
City Hall	143	CITY CLERK	20	4'W2L-34W	2X4-2L-T8-NEW-28W	20
City Hall	144	COPY ROOM.	4	4'W2L-34W	2x2-3L-T8-NEW	2
City Hall	145	STORE ROOM	2	4'W2L-34W	8'W2LX4'-T8-R-NEW-28W	1
City Hall	146	CLERK	12	4'W2L-34W	2X4-2L-T8-NEW-28W	4
City Hall	152	BOARD ROOM	30	4'W2L-34W	2X4-2L-T8-NEW-28W	24
City Hall	143.1	CITY CLERK	12	4'W2L-34W	2x2-3L-T8-NEW	8

- In areas where surface mounted fixtures are used in conjunction hard or plaster ceilings Siemens will either; retro-fit the fixture if the fixture is still functional, or replace one-for-one with an equivalent unit if the fixture is damaged or non-repairable.
- Areas that currently have recess fixtures with T12 lamps will be retrofitted with only with energy savings 28-Watt T8 lamps and energy efficient electronic ballasts.

- All incandescent lamps will be replaced with either new energy efficient fluorescent fixtures or compact fluorescent lamps depending on the area served.
- All existing incandescent exit signs will be replaced with new LED exit signs.

Clarifications

- Portions of the existing acoustical ceiling tile are reported to contain asbestos materials. Siemens will work with the City to identify and mark the existing ceiling tiles to be removed in order to perform the lighting retrofit. The City will engage the services of an asbestos abatement contractor to remove the ceiling tile as needed to facilitate the installation of new fixtures. The cost of this service has been identified but the cost is not included in this contract.

1.2.3 FIM 4 – Library Lighting Retrofit/Upgrade

Siemens will perform the following retrofits and/ or upgrades in accordance with the lighting scope outlined in Exhibit E:

- Fluorescent fixtures containing 34/40-Watt T12 four-foot lamps will be retrofitted with low-wattage energy-saving 28-Watt T8 lamps and energy efficient electronic ballasts.
- The 4-lamp recessed fixtures with prismatic lens will be retrofitted by de-lamping from 4-lamps to 2-lamps and adding a reflector as required to maintain adequate light levels.
- Existing nine (9) pole mounted exterior HID fixtures will be retrofitted with new 50 watt ultra high efficiency induction technology lamps and ballasts.

1.2.4 FIM 5 – Library HVAC Upgrades

Siemens will replace the existing damper actuator with a new damper actuator controlling the discharge air louvers on the existing roof top cooling tower. The damper linkage will be repaired as required for proper operation. The new actuator will be connected back to the original control system.

Siemens will replace the existing non-functioning water source heat pump #12. Unit will be replaced with similar sized unit. The hydronic piping, ductwork, electrical, and controls will be modified as required to be connected back to their respective existing locations. New unit will be checked out for proper operation and control.

Clarifications

- If asbestos or lead paint is encountered, SIEMENS will stop work until the CLIENT has performed the appropriate abatement.

1.2.5 FIM 6 – Library Infiltration Reduction

Siemens will remove the original caulking material from the exterior of the existing windows and re-caulk/seal with a 100% silicone-based caulk. The caulk color will be matched to the existing window frame colors. Foam rope will be installed as a backer where gaps are larger than a ¼ inch. No painting is included.

1.2.6 FIM 7 – Waste Water Treatment Plant Lighting Retrofit/Upgrade

Siemens will perform the following retrofits and/ or upgrades in accordance with the lighting scope outlined in Exhibit D:

- Retro-fit the existing 34/40Watt T12 lamps and electronic ballasts with new low wattage 28-Watt T8 lamps and high efficiency electronic ballasts.
- Relamp existing 32 Watt T8 lamps with new low wattage 28-Watt T8 lamps.
- Existing thirty-six(36) exterior high intensity discharge fixtures will be retrofitted with new various wattage ultra high efficiency induction technology lamps and ballasts in accordance with Exhibit D.

1.2.7 FIM 8 – Police Station – ERV Installation

Siemens will install one (1) energy recovery ventilation (ERV) unit (3,000 CFM) that will capture waste heat from the main building exhaust fan air stream and use to pre-heat / pre-cool the outside air supplied to the roof top make-up air unit serving the east side of the Police Station. This will include a new roof curb for ERV, ductwork from existing exhaust fan location to ERV and connection of ERV to existing make-up air unit fan, electrical work, control of unit, and hoisting of equipment. Existing control system sequences will be modified or added to control the new ERV and roof top units.

1.2.8 FIM 9 – Police Station – Lighting Retrofit/Upgrade

Siemens will perform the following retrofits and/ or upgrades in accordance with the lighting scope outlined in Exhibit D:

- Retro-fit the existing 34/40-Watt T12 lamps and electronic ballasts with new low wattage 28-Watt T8 lamps and high efficiency electronic ballasts.
- Relamp existing 32 Watt T8 lamps with new low wattage 28-Watt T8 lamps.
- Siemens also recommends installing occupancy based lighting controls in accordance with Exhibit D. The typical sensor type would be wall or ceiling mounted dual-technology; infrared and ultra-sonic type.
- Existing five(5) 175 watt exterior high intensity discharge fixtures will be retrofitted with new 100 watt ultra high efficiency induction technology lamps and ballasts in accordance with Exhibit D.

1.2.9 FIM 10 – Police Station – Condensing Boiler

Siemens will perform the following work:

- Remove one (1) existing atmospheric hot water boiler.
- Install one (1) new condensing boiler and connect to the original hydronic system via the original hydronic connections. Piping will be modified to the extent required to connect the new boiler piping back to the original header connections.
- Install electrical connection to new boiler by modifying the existing electrical feed to serve the new boiler.
- Existing natural gas line will be modified as required to supply the boiler.
- A new PVC vent will be installed. The new vent will be directed out the west side of the boiler room. All required wall and floor penetrations will be patched and repaired as needed to match existing construction.
- The existing boiler control system and building automation system will be modified to control the new boiler. A new sequence of operation will be programmed into the existing controls to allow for the condensing boiler to be lead boiler for the shoulder winter months (October, November, March, etc) and for summer reheat as needed.

Clarifications

- SIEMENS assumes that all the existing electrical service equipment, wiring, ducting, etc. are in good working order.
- Any repairs required to existing electrical service equipment, wiring, ducting, etc. are not included under this contract.
- Failures of such components shall be the responsibility of the CLIENT.
- If asbestos or lead paint is encountered, SIEMENS will stop work until the CLIENT has performed the appropriate abatement.

Commissioning Strategy

- CLIENT personnel will perform an inspection to ensure the boilers have been replaced and are operating properly.

1.2.10 FIM 12.5 – Water Treatment Plant Lighting

Siemens will perform the following retrofits and/ or upgrades in accordance with the lighting scope outlined in Exhibit D:

- Relamp the existing 32-Watt T8 fixtures fixtures with new low wattage 28-Watt T8 lamps.. Remove and replace twelve (12) 175 watt high intensity discharge fixture with four foot fluorescent high bay fixtures.
- Siemens also recommends installing occupancy based lighting controls in accordance with Exhibit DD. The typical sensor type would be wall or ceiling mounted dual-technology; infrared and ultra-sonic type.

- Existing thirteen(13) exterior high intensity discharge fixtures will be retrofitted with new various wattage ultra high efficiency induction technology lamps and ballasts in accordance with Exhibit D.

1.2.11 FIM 13 – Street Lighting (City Owned)

Siemens will perform the following retrofits and/or upgrades:

- Retro-fit the existing one hundred and fifteen (115) City owned fixtures with ultra high efficiency induction technology lamps and ballasts.

Clarifications

- Only city-owned fixtures will be retrofitted under this contract.

1.3 *Technical Specifications, Drawings, and Exhibits:* The Work shall be performed in accordance with the following specifications, drawings and other attachments hereto, which are specifically incorporated herein and made part hereof:

1.3.1

1.3.2

1.3.3 CLIENT'S Responsibilities (in addition to those in Article 6 of the Agreement):

1.3.4 Asbestos Abatement

1.3.5 The City of Mattoon will be responsible for the abatement of all asbestos containing material (ACM) that will be affected by any work performed under this project. Siemens will inform the City of the areas were work will be performed and work with the City to identify potential ACM in these areas. Actual abatement will be performed by a qualified licensed Asbestos abatement contractor working for and under the direction of the City.

Article 2: Work Implementation Period

2.1 Commencement of Work

2.1.1 SIEMENS shall commence the Work on June 1, 2010, and shall perform the Work diligently and shall complete the Work no later than December 31, 2010.

Article 3: Scope of Services-Performance Assurance Services Program

3.1 The savings assurance report for project year one only will be delivered.

Article 4: Scope of Services-Maintenance Services Program

4.1 CLIENT has elected to self-implement maintenance. Therefore SIEMENS shall not perform any on-going maintenance services, although the Parties may negotiate a separate agreement for such services at a later date. CLIENT agrees that it will maintain the equipment per manufacturer specifications and that it will operate the Equipment in accordance with the Contracted Baseline described in Article 7 of Exhibit C. If CLIENT fails to properly maintain or operate the Equipment, SIEMENS shall have the right to modify the Performance Guarantee pursuant to Article 4 of the Agreement.

By signing below, this Exhibit is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Mattoon
Signature: _____
Printed Name: _____
Title: _____
Date: _____

SIEMENS: Siemens Industry, Inc.
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Article 1: Payment for Scope of Work

- 1.1 **Price:** As full consideration of the Work as described in Exhibit A, Article 1: Scope of Work, the CLIENT shall pay to SIEMENS \$584,584 (plus taxes, if applicable).
- 1.2 **Escrow:** The CLIENT has agreed to deposit the Price into an Escrow Account at a financial institution satisfactory to both the CLIENT and SIEMENS. All expenses to establish the Escrow Account shall be the complete responsibility of the CLIENT and the CLIENT will receive all interest earnings from the Escrow Account. SIEMENS will submit periodic invoices to the CLIENT based on the Payment Schedule in Table B.1 below. The CLIENT shall be responsible for submitting the necessary documents to the Escrow Agent to allow for timely disbursements from the Escrow Account. The funding of the Escrow Account in an amount equal to or greater than the Price stated in Article 1.1 above shall be a condition precedent to SIEMENS obligation to perform or to continue the performance of the Work. If the Escrow Account is not funded within 90 days of the execution of this Agreement, this Agreement shall be null and void. This 90 day funding period may be extended as mutually agreed in writing by the Parties. In the event that the Agreement becomes null and void as described in this paragraph and CLIENT has previously authorized SIEMENS to proceed with the Work, the CLIENT shall be obligated to reimburse SIEMENS either: (i) for the Work performed to date; or (ii) for the Work specifically authorized by the CLIENT.
- 1.3 **Timely Payments:** The CLIENT agrees to pay SIEMENS per Table B.1 below. CLIENT agrees to pay all invoices submitted by SIEMENS per Article 8 of the Agreement.

Table B.1 – FIM Work Payment Schedule

Project Phase	Payments (\$)	Payments (%)	Schedule
Phase One	\$0	0%	May-10
Phase One	\$70,662	15%	June-10
Phase One	\$193,143	41%	July-10
Phase One	\$141,324	30%	August-10
Phase One	\$37,686	8%	September-10
Phase One	\$18,844	4%	October-10
Phase One	\$9,423	2%	November-10
PROJECT TOTAL:	\$ 471,082	100%	

Article 1 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Mattoon, Illinois
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

SIEMENS: Siemens Industry, Inc.
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

The following Articles and Tables are hereby included and made part of this Exhibit C:

Article 1: Summary of Articles and Total Guaranteed Savings

Article 1	Summary of Articles and Total Guaranteed Savings
Article 2	Guarantee Savings Options
Article 3	Guarantee Term Responsibilities of CLIENT
Article 4	Measurement and Verification Plan
Article 5	Baseline Data
Article 6	Utility Rate Structures and Escalation Rates
Article 7	Contracted Baseline Data

Table 1.1 – Total Guaranteed Savings (Units)

Performance Period	Electric Energy Saved (kWh)	Electric Power Saved (kW)	Natural Gas Saved (Therms)	No. 2 Fuel Oil Saved (Gallons)	Water Saved (Gallons)
Construction	0	0	0	0	0
Annual Period 1	309,070	0	7,534	0	0

Table 1.2 – Total Guaranteed Savings (Cost)

Performance Period	Energy/Utility Savings	Operational Savings	Total Savings
Construction	\$0	\$0	\$0
Annual Period 1	\$34,759	\$0	\$34,759
Annual Period 2	\$36,045	\$0	\$36,045
Annual Period 3	\$37,379	\$0	\$37,379
Annual Period 4	\$38,762	\$0	\$38,762
Annual Period 5	\$40,196	\$0	\$40,196
Annual Period 6	\$41,683	\$0	\$41,683
Annual Period 7	\$43,225	\$0	\$43,225
Annual Period 8	\$44,825	\$0	\$44,825
Annual Period 9	\$46,483	\$0	\$46,483
Annual Period 10	\$48,203	\$0	\$48,203
TOTALS	\$411,561	\$0	\$411,561

- 1.1 Table 1.1 shows the CLIENT'S guaranteed energy/utility unit Savings for Annual Period 1 of the Agreement. Table 1.2 shows the CLIENT'S guaranteed cost Savings that can be extrapolated from the guaranteed energy/utility unit Savings shown in Table 1.1 by multiplying the energy/utility Savings by the Baseline energy/utility rates including the stipulated Escalation Rates found in Article 6.
- 1.2 SIEMENS cannot and does not predict fluctuations in utility rates or the cost of energy. Therefore, the CLIENT and SIEMENS agree that the energy/utility cost Savings for each Annual Period will be calculated by multiplying the verified units of energy/utility Savings by the Annual Period's stipulated energy/utility rate and stipulated escalation factors and not the Annual Period's actual utility rate.

This Exhibit C comprising of 14 pages is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: **City of Mattoon**
Signature: _____
Printed Name: _____
 Title: _____
 Date: _____

SIEMENS: **Siemens Industry, Inc.**
Signature: _____
Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
Printed Name: _____
 Title: _____
 Date: _____

Article 2: Guaranteed Savings Options

- 2.1 Guarantee Types. There are four guarantee options to measure and verify Savings: Option A - Measured Capacity, Option B - Measured Consumption, Option C - Main Meter Comparison, and Option D - Stipulated.
- a. Option A - Measured Capacity. This approach is intended for Facility Improvement Measures where a one-time measurement for specific equipment or systems instantaneous baseline energy use, and a one-time measurement for specific equipment or systems instantaneous post-implementation (Post) energy use can be measured. Baseline and Post energy consumption is calculated by multiplying the measured end use instantaneous capacity (i.e. – kW, Gal/hr, BTU/hr) by stipulated hours of operation for each mode of operation (i.e. – hours, week, month). The calculations for energy consumption and the work sequence required for data collection, evaluation, and reporting, are defined Article 4-Measurement and Verification below.
 - b. Option B - Measured Consumption. This approach is intended for Facility Improvement Measures where continuous periodic measurements for specific equipment or systems baseline energy use, and continuous periodic measurements for that equipment or systems post-implementation (Post) energy use can be measured. The calculations for energy consumption will be defined in the Measurement and Verification article of this Exhibit C. Periodic inspections and consumption measurements of the equipment or systems will be necessary to verify the on-going efficient operation of the equipment and saving attainment. The predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.
 - c. Option C - Main Meter Comparison. This approach is intended for measurements of the whole-facility or specific meter baseline energy use, and measurements of whole-facility or specific meter post-implementation (Post) energy use can be measured. The methodology to establish baseline and Post parameter identification, modeling approach and baseline or model adjustments will be defined in the Measurement and Verification article of this Exhibit C. Periodic inspections of baseline energy usage, operating practices, and facility and equipment, and meter measurements of the will be necessary to verify the on-going efficient operation of the equipment, systems, practices and facility, and saving attainment. The predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.
 - d. Option D - Stipulated. This approach is intended for a FIM where 1) the end use capacity or operational efficiency, 2) the demand, energy consumption or power level, or, 3) the manufacturer's measurements, industry standard efficiencies or operating hours, are known in advance, and used in an analysis that allows a mathematical calculation of the outcome. Both CLIENT and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the

Stipulated Savings will be achieved upon Substantial Completion of the FIM and no further measurements or calculations will need to be performed. The methodology and calculations to establish the Savings value is defined in Article 4-Measurement and Verification below.

2.1.1. Operational Savings: Operational Savings are Stipulated Savings derived from data provided by the CLIENT to SIEMENS that supports the stipulated outcome. Section 2.3 below identifies each source of Operational Savings, the Stipulated Savings, and any applicable Escalation Rate to be applied. The Stipulated Savings applicable to all Annual Periods will be achieved upon completion of the FIM. No further measurement or verification will need to be performed.

2.2 Table 2.1 below summarizes the first Annual Period’s Guaranteed Savings (See Article 1, Tables 1.1 and 1.2) utilizing the applicable Options as applied to the referenced FIMs valued pursuant to the agreed upon amounts identified in Article 6 hereof .

Table 2.1 – Energy and Operational Savings by Guarantee Savings Type

	Energy or Utility Savings \$					Operational Savings \$	
	Guarantee Type						
FIM	A Measured Capacity	B Measured Consumption	C Main Meter Comparison	D Stipulated	Total	Stipulated	Combined Total
FIM 2 - City Hall Lighting	\$3,847				\$3,847	\$0	\$3,847
FIM 4 - Library Lighting	\$8,227				\$8,227	\$0	\$8,227
FIM 4 - Library Lighting - Exterior	\$435				\$435	\$0	\$435
FIM 5 - Library HVAC - Upgrades	\$0				\$0	\$0	\$0
FIM 6 - Library - Window infiltration reduction				\$671	\$671	\$0	\$671
FIM 7 - WWTP - Lighting	\$2,953				\$2,953	\$0	\$2,953
FIM 8 - Police Station - ERV & Control				\$6,633	\$6,633	\$0	\$6,633
FIM 9 - Police Station - Lighting	\$1,534				\$1,534	\$0	\$1,534
FIM 10 - Condensing Boiler				\$1,278	\$1,278	\$0	\$1,278
FIM 12.5 WTP - Lighting	\$999				\$999	\$0	\$999
FIM 13 - Street Lighting	\$8,182				\$8,182	\$0	\$8,182
TOTALS	\$26,177	\$0	\$0	\$8,582	\$34,759	\$0	\$34,759

2.3 Table 2.2 identifies the source of Operational Savings defined and quantified by the CLIENT. The Parties affirm that such amounts are Stipulated Savings for purposes of calculating Annual Realized Savings and acknowledge that the Guaranteed Savings identified herein have been based on CLIENT'S affirmation. OPERATIONAL SAVINGS SHALL NOT BE MEASURED OR MONITORED DURING THE PERFORMANCE GUARANTEE PERIOD.

Table 2.2 - Source of Operational Savings

Account/Vendor	Description	Annual Cost \$	# of Annual Periods Savings Are Applied	First Year Annual Savings Allowed
NONE	NONE	\$0.00	NONE	\$0.00

2.4 SIEMENS has explained to the CLIENT and the CLIENT has satisfied itself as to how Operational Savings are incorporated into the Annual Realized Savings.

2.5 The Escalation Factor applicable to the Operational Savings is 0% .

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE REVIEWED THE INCLUDED GUARANTEE SAVINGS TYPES AND THEIR APPLICATION IN CALCULATING SAVINGS UNDER THE AGREEMENT.

CLIENT: City of Mattoon
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

SIEMENS: Siemens Industry, Inc.
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Article 3: Guarantee Term Responsibilities of the CLIENT

In addition to the CLIENT'S responsibilities under Article 6 of the Agreement, this Article details the responsibilities of the CLIENT in connection with the management and administration of the Performance Guarantee.

- 3.1 The CLIENT will provide a representative at each Facility to coordinate work and provide required data described below.
- 3.2 The CLIENT will provide SIEMENS with accurate facility operating information as defined below and in the Contracted Baseline article of this Exhibit C during each Annual Period, within thirty (30) days of any Material Change that may increase or decrease energy usage.

Article 4: Measurement and Verification Plan

The following information is applicable to this Agreement:

- Article 4.1 Measurement and Verification (M&V) methods provided under this Article.
- Article 4.2 Option A - Measured Capacity
- Article 4.3 Option B - Measured Consumption
- Article 4.4 Option C - Main Meter Comparison
- Article 4.5 Option D - Stipulated
- Article 4.6 Other

4.1 General Overview –

The purpose of the Measurement and Verification (M&V) Plan is to identify the methods, measurements, procedures and tools that will be used to verify the Savings for each FIM which has Energy/Utility Savings. Savings are determined by comparing prior usage, consumption or efficiencies defined as the Baseline to the selected FIMs being implemented against the post FIM implementation usage, consumption or efficiencies. The Baseline usage, consumption or efficiencies is described in this Exhibit C, Article 5. The usage, consumption or efficiencies associated with the FIM implementation is defined as the Contracted Baseline, and are described in this Exhibit C, Article 7.

4.2 Option A - Measured Capacity

4.2.1 All Lighting FIMs (FIMs 2, 4, 7, 9, 12.5, 13)

Description: Lighting Retrofit and Replacement Savings

The verification technique for this method determines savings by measuring the electrical demand kW of the lighting system before and after a retrofit, and multiplying the difference by an agreed upon hours of operation.

SIEMENS will first measure the electrical kW on a mutually agreed upon number of test circuits (not to exceed 10%) representing the major retrofits to be performed, prior to the retrofit, and document the findings. Test circuits will be lamped up to full illumination by

the CLIENT prior to baseline measurements. Each measurement and the associated number of fixtures and fixture types will determine the pre-retrofit wattage of each fixture type.

(ex: measured 1.40 kW for 10 fixtures, therefore 140 Watts per fixture)

SIEMENS will then measure the electrical kW on the same fully illuminated lighting circuits, after the retrofit, and document the findings. Each measurement and the associated number of fixtures and fixture types will determine the post-retrofit wattage of each fixture type.

(ex: measured 0.52 kW for 10 fixtures, therefore 52 Watts per fixture)

The difference between the average pre-retrofit kW and average post-retrofit kW for each retrofit will be equal to the kW savings of that fixture type.

(ex: 140 Watts - 52 Watts = 88 Watts saved per fixture)

The kW savings for each fixture type multiplied by the number of fixtures retrofit will equal the total kW savings for each fixture type.

(ex: 88 Watts saved per fixture * 2,000 fixtures = 176.0 kW saved for fixture type “A”)

The total kW savings for each fixture type multiplied by the average annual operating hours for each will be the total annual kWh saved for each fixture type.

(ex: 176.0 kW saved for fixture type “A” * 4,000 average annual hours of operation = 704,000 kWh saved per year for fixture type “A”)

A summation of all kWh saved for all fixture types will result in the Total Annual kWh Saved for the lighting project.

(ex: Total Annual kWh Saved = 704,000 kWh for “A” + 500,000 kWh for “B” + 200,000 kWh for “C” =

1,404,000 kWh Saved Annually)

The Total Annual kWh Saved multiplied by the appropriate rate (see Utility Rate Tables in Exhibit C Article 4) and applicable taxes shall equal the kWh dollars saved for this measure.

A summation of all kW saved for all fixture types will result in the Total Demand kW Saved for the lighting project.

(ex: Total Demand kW Saved = 35 kW for “A” + 150 kW for “B” + 75 kW for “C” = 260 kW Saved)

The Total Demand kW Saved multiplied by the appropriate rate for each month of the year (see Utility Rate Tables in Exhibit C Article 4) and applicable taxes shall equal the Demand kW dollars saved for this measure.

The Total Dollar savings for the project shall be the sum of the kWh and Demand kW dollar savings.

Calculations: See Exhibit E “Energy Savings Calculations” appendix “Lighting Spreadsheet” calculation.

Calculations Variables Index: See Exhibit E “Energy Savings Calculations” calculation.

Measurement or Reference Tables: See “Energy Savings Calculations” appendix “Lighting Spreadsheet” calculation.

Responsibility for SIEMENS and CLIENT: Siemens will take post retrofit wattage readings on up to 10% of the total retrofit fixtures and advise the client when the readings will be taken.

Specifications on Measurement Tools: Wattage reading will be taken with a Power Meter furnished by Siemens.

4.3 Option B - Measured Consumption

NOT USED

4.4 Option C - Main Meter Comparison

NOT USED

4.5 Option D – Stipulated

4.5.1 FIM 10 – Police Station Condensing Boiler

Description: Replacement of existing natural gas fired boiler with new natural gas fired boiler to serve the respective areas of Police Department. See individual FIM descriptions as defined in Article 1: Scope of Work

Calculations: Spreadsheets based models of existing and post retrofit operation of the equipment. The baseline was compared to new equipment operation. This resulted in a net decrease in energy consumption. See Exhibit E Energy Savings Calculations.

Calculations Variables Index: See Exhibit E Energy Savings Calculations.

Measurement or Reference Tables: See Exhibit E Energy Savings Calculations.

Responsibility for SIEMENS and CLIENT: None, savings are stipulated.

4.5.2 FIM 6 – Library Window Infiltration Reduction & FIM 8 – Police Station ERV Installation & Control

Description: See individual FIM descriptions as defined in Article 1: Scope of Work. In general modifications and/or replacement of existing HVAC equipment will be done to either improve energy efficiency or correct existing HVAC deficiencies or both.

Calculations: Spreadsheets based models of existing and post retrofit operation of the equipment using ASHRAE weather BIN Data. A baseline was established for the existing systems using ASHRAE weather BIN Data. The baseline was compared to new equipment operation. This resulted in a net decrease in energy consumption. See Exhibit E Energy Savings Calculations.

Calculations Variables Index: See Exhibit E Energy Savings Calculations.

Measurement or Reference Tables: See Exhibit E Energy Savings Calculations

Responsibility for SIEMENS and CLIENT: None, savings are stipulated.

4.6 Other

NOT USED

Article 5: Baseline Data

5.1 The year(s) selected as the Baseline period is shown in the following tables. Tables 5.1.x outline the utility consumption that occurred during these Baseline periods. This Baseline Facility utility consumption will be used as the reference for comparing the actual Facility utility consumption during the Performance Guarantee Period in order to determine the Actual Realized Savings.

	Units	Baseline Period											
		Nov-08	Dec-09	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09
Electric	kWh	16,880	18,800	19,320	16,600	16,440	16,040	18,440	22,800	22,040	21,080	17,560	15,120
Electric	kW	0	0	0	0	0	0	0	0	0	0	0	0
N. Gas	Therm	2,297	2,726	2,858	2,031	1,609	1,086	639	681	826	1,404	800	467
Water	kGal	21	19	18	22	21	18	17	20	26	20	25	25

	Units	Baseline Period											
		Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Electric	kWh	34,720	30,480	26,400	26,720	26,640	31,760	31,840	32,800	31,920	24,800	27,360	31,040
Electric	kW	83	76	77	66	85	87	81	86	94	71	66	75
N. Gas	Therm	1,104	728	321	187	27	22	18	20	26	76	104	766
Water	kGal	8	6	15	16	17	14	11	5	7	5	6	4

	Units	Baseline Period											
		Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09
Electric	kWh	240,281	353,569	296,127	280,015	339,476	342,292	324,938	281,539	231,536	253,685	219,432	269,374
Electric	kW	531	820	804	571	720	851	760	771	541	527	564	733
N. Gas	Therm	5,507	5,664	5,122	2,599	2,044	1,613	540	749	866	831	1,745	2,693
Water	kGal	0	0	0	0	0	0	0	0	0	0	0	0

	Units	Baseline Period											
		Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09
Electric	kWh	44,480	46,800	46,320	50,640	50,320	65,920	67,520	70,800	63,040	57,600	56,000	52,000
Electric	kW	128	128	128	128	120	144	152	129	135	125	110	115
N. Gas	Therm	4,203	4,956	3,994	3,020	2,301	1,561	887	1,340	1,186	1,341	3,359	2,255
Water	kGal	13	13	17	4	9	14	13	10	10	11	10	13

Table 5.1.e – Baseline Utility Consumption – Water Treatment Plant

	Units	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09
Electric	kWh	64,000	55,000	65,800	63,800	84,200	63,000	69,200	69,000	58,400	58,600	57,200	62,800
Electric	kW	148	146	155	177	178	190	179	168	150	146	155	155
N. Gas	Therm	0	0	11	2,729	2,535	2,096	1,877	1,657	14	2	0	0
Water	kGal	0	0	0	0	0	0	0	0	0	0	0	0

Table 5.1.f – Baseline Utility Consumption – Street Lighting

	Units	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09
Electric	kWh	112,586	110,356	95,926	95,691	85,029	79,833	74,172	78,188	84,266	90,032	100,870	105,377
Electric	kW	0	0	0	0	0	0	0	0	0	0	0	0
N. Gas	Therm	0	0	0	0	0	0	0	0	0	0	0	0
Water	kGal	0	0	0	0	0	0	0	0	0	0	0	0

5.2 The operating practices during the Baseline period determine the utility consumption shown in Tables 5.2.x. This data indicates the operating characteristics that were in effect during the Baseline period. The Guaranteed Savings provided under this Agreement are based on the efficiencies gained by implementing the Work and implementing the Contracted Baseline in Article 7 of this Exhibit C.

Table 5.2.a. City Hall – Operating Hours

Day of Week	Occupied Hours	Unoccupied Hours	Bsmt Fire Station Occupied Hours
Monday	10	14	24
Tuesday	10	14	24
Wednesday	10	14	24
Thursday	10	14	24
Friday	10	14	24
Saturday	0	24	24
Sunday	0	24	24
Holiday	0	24	24

Table 5.2.a. City Hall – Occupied Temperatures

Day of Week	Occupied Minimum DEG	Occupied Maximum DEG
Monday	72	76
Tuesday	72	76
Wednesday	72	76
Thursday	72	76
Friday	72	76
Saturday	72	76
Sunday	72	76
Holiday	72	76

Table 5.2.c. Library – Operating Hours

Day of Week	Occupied Hours	Unoccupied Hours
Monday	12	12
Tuesday	12	12
Wednesday	12	12
Thursday	12	12
Friday	12	12
Saturday	12	12
Sunday	0	24
Holiday	0	24

Table 5.2.d. Library – Occupied Temperatures

Day of Week	Occupied Minimum DEG	Occupied Maximum DEG
Monday	74	76
Tuesday	74	76
Wednesday	74	76
Thursday	74	76
Friday	74	76
Saturday	74	76
Sunday	74	76
Holiday	74	76

Table 5.2.e. Police Station – Operating Hours

Day of Week	Occupied Hours	Unoccupied Hours
Monday	24	0
Tuesday	24	0
Wednesday	24	0
Thursday	24	0
Friday	24	0
Saturday	24	0
Sunday	24	0
Holiday	24	0

Table 5.2.f. Police Station – Occupied Temperatures

Day of Week	Occupied Minimum DEG	Occupied Maximum DEG
Monday	72	74
Tuesday	72	74
Wednesday	72	74
Thursday	72	74
Friday	72	76
Saturday	72	76
Sunday	72	76
Holiday	72	76

5.3 Operating practices for lighting in all facilities can be found in Exhibit E – Lighting Savings Calculations.

- 5.4 Applicable codes - Federal, State (Provincial), County or Municipal codes or regulations are applicable to the use and operation of the Facility. SIEMENS will maintain the current level of Facility compliance relative to applicable codes unless specifically outlined to the contrary below. Unless specifically set forth in the Scope of Work and Services, Exhibit A, nothing herein should be construed as to require SIEMENS to provide additional work or services in the event that the current applicable code or regulation is modified.

Article 6: Utility Rate Structures and Escalation Rates

- 6.1 Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages provided in the tables below. The rate identified below is a stipulated rate, and is shown below for each utility. An escalation rate (noted below for each utility) applied per Annual Period will be applied to the below stipulated utility rates.

Table 6.1.1 – Contract Utility Rates per Facility – 2008/2009 Rate Baseline

Location	Electric \$/ kWh	Natural Gas \$/Therm
City Hall	\$0.0830	\$0.9626
Police Station	\$0.0935	\$1.0128
Library	\$0.0894	\$0.9873
WWTP	\$0.0816	\$1.0424
WTP	\$0.0788	\$1.1859
Street Lighting	\$0.1392	NA

- 6.2 The following utility companies service City of Mattoon:
- (a) Ameren provides electricity and natural gas
- 6.3 The following annual utility escalation rates shall be used to calculate savings throughout the contract period:
- (a) Electrical Rate – 3.7%
 - (b) Natural Gas Rate – 3.7%

Article 7: Contracted Baseline Data

7.1 The following tables detail the Facility operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties. This specific configuration of Facility operating parameters is the Contracted Baseline and failure of the CLIENT to maintain the Contracted Baseline may result in a Material Change which would require the modification of the Performance Guarantee pursuant to Article 4 of the Agreement.

Table 7.1.a. City Hall – Operating Hours

Day of Week	Occupied Hours	Unoccupied Hours	Bsmt Fire Station Occupied Hours
Monday	10	14	24
Tuesday	10	14	24
Wednesday	10	14	24
Thursday	10	14	24
Friday	10	14	24
Saturday	0	24	24
Sunday	0	24	24
Holiday	0	24	24

Table 7.1.a. City Hall – Occupied Temperatures

Day of Week	Occupied Minimum DEG	Occupied Maximum DEG
Monday	72	76
Tuesday	72	76
Wednesday	72	76
Thursday	72	76
Friday	72	76
Saturday	72	76
Sunday	72	76
Holiday	72	76

Table 7.1.c. Library – Operating Hours

Day of Week	Occupied Hours	Unoccupied Hours
Monday	12	12
Tuesday	12	12
Wednesday	12	12
Thursday	12	12
Friday	12	12
Saturday	12	12
Sunday	0	24
Holiday	0	24

Table 7.1.d. Library – Occupied Temperatures

Day of Week	Occupied Minimum DEG	Occupied Maximum DEG
Monday	74	76
Tuesday	74	76
Wednesday	74	76
Thursday	74	76
Friday	74	76
Saturday	74	76
Sunday	74	76
Holiday	74	76

Table 7.1.e. Police Station – Operating Hours

Day of Week	RTU 1 Occupied Hours	RTU 1 Unoccupied Hours	RTU 2 Occupied Hours	RTU 2 Unoccupied Hours
Monday	24	0	12	12
Tuesday	24	0	12	12
Wednesday	24	0	12	12
Thursday	24	0	12	12
Friday	24	0	12	12
Saturday	24	0	12	12
Sunday	24	0	12	12
Holiday	24	0	12	12

Table 7.1.f. Police Station – Occupied Temperatures

Day of Week	Occupied Minimum DEG	Occupied Maximum DEG
Monday	72	74
Tuesday	72	74
Wednesday	72	74
Thursday	72	74
Friday	72	76
Saturday	72	76
Sunday	72	76
Holiday	72	76

7.2 Operational parameters for lighting in all facilities can be found in Exhibit E – Lighting Savings Calculations.

Lighting Retrofit Schedule

Building	Room ID	Room Name	Existing Qty	Ex Fixture ID	Ret Fixture Identification	Retro Qty
City Hall	101	Hall	5	4'W2L-34W	4'W2L-T8-LO-28W	5
City Hall	102	Hall 2	3	4'W4L-34W	4'W4L-T8-LO-28W	3
City Hall	105	1st FLR Hall	6	4'W2L-34W	4'W2L-T8-NEW-28W	6
City Hall	106	Fire Chief	7	2x4-4L-34W	2x4-2L-T8-R-28W	7
City Hall	109	City ATTY	4	2X4-3L-T8-32W	RELAMP-3L-4'T8-28W	4
City Hall	110	Finance	6	2X4-3L-T8-32W	RELAMP-3L-4'T8-28W	6
City Hall	111	Water	1	60WX3-INC-DRUM	4'W1L-T8-NEW-28W	1
City Hall	112	Copy Room	5	2X4-3L-T8-32W	RELAMP-3L-4'T8-28W	5
City Hall	114	Tourism	4	2X4-3L-T8-32W	RELAMP-3L-4'T8-28W	4
City Hall	115	Fire Dept	6	4'W2L-34W	4'W2L-T8-LO-28W	6
City Hall	116	Fire Dept.	1	4'W4L-34W	4'W4L-T8-LO-28W	1
City Hall	117	Stair 1	1	4'W4L-34W	4'W4L-T8-LO-28W	1
City Hall	118	Equipment	1	4'S2L-T8	RELAMP-2L-4'T8-28W	1
City Hall	119	Truck Bays	8	4'S2L-34W	4'S2L-T8-LO-28W	8
City Hall	120	Truck Bays.	7	8'S2L-60W	8'S2LX4'-T8-KIT-TG-28W	7
City Hall	121	Office 1	3	4'W2L-34W	4'W2L-T8-LO-28W	3
City Hall	122	Storage 1	3	4'W2L-34W	4'W2L-T8-LO-28W	3
City Hall	123	Stair 2	1	4'S2L-T8	RELAMP-2L-4'T8-28W	1
City Hall	124	Basement Stairs	1	100W-INC-PB	CF-23W-SLS	1
City Hall	126	Boiler Room.	4	4'S2L-34W	4'S2L-T8-LO-28W	4
City Hall	127	UP RR	1	4'S1L-34W	4'S1L-T8-LO-28W	1
City Hall	128	UP RR.	1	2x4-4L-34W	2x4-2L-T8-R-28W	1
City Hall	129	BUNK ROOM	3	2x4-4L-34W	2x4-2L-T8-R-28W	3
City Hall	130	KITCHEN	2	2X4-4L-T8	2x4-2L-T8-R-HO-28W	2
City Hall	131	OFFICE	1	2x4-4L-34W	2x4-2L-T8-R-28W	1
City Hall	132	FT 2ND FLR	4	4'W2L-34W	8'W2LX4'-T8-R-NEW-28W	2
City Hall	133	FT 2ND FLR.	1	4'W4L-34W	4'W1L-T8-R-NEW-28W	1
City Hall	134	CODE ENFORCE	21	4'W2L-34W	2x4-3L-T8-NEW-28W	10
City Hall	136	CODE ENFORCE.	1	2X2-2LU	2X2-3L-T8-R	1
City Hall	137	CHIEF	6	2X2-2LU	2X2-3L-T8-R	6
City Hall	138	ZONE CONF	16	4'W2L-34W	2X4-2L-T8-NEW-28W	6
City Hall	139	BACK HALL	14	60W-INC-PB	2X2-2L-T8-R-NEW	14
City Hall	141	2ND FLR	5	EXIT-2x9W-CFL	Exit LED New	5
City Hall	142	CITY OFF	4	2X4-4L-T8	2x4-2L-T8-R-28W	4
City Hall	143	CITY CLERK	20	4'W2L-34W	2X4-2L-T8-NEW-28W	20
City Hall	144	COPY ROOM.	4	4'W2L-34W	2x2-3L-T8-NEW	2
City Hall	145	STORE ROOM	2	4'W2L-34W	8'W2LX4'-T8-R-NEW-28W	1
City Hall	146	CLERK	12	4'W2L-34W	2X4-2L-T8-NEW-28W	4
City Hall	147	LADIES RR	1	4'S2L-34W	4'S2L-T8-LO-28W	1
City Hall	149	KITCHENETTE	1	2x4-4L-34W	2x4-2L-T8-R-28W	1

Exhibit D- Lighting Retrofit Schedule
City of Mattoon – Phase 1

Building	Room ID	Room Name	Existing Qty	Ex Fixture ID	Ret Fixture Identification	Retro Qty
City Hall	150	MEN RR	1	60W-INC-PB	CF-19W-SLS	1
City Hall	152	BOARD ROOM	30	4'W2L-34W	2X4-2L-T8-NEW-28W	24
City Hall	154	2N DLADIES	2	100W-INC-CAN	CF-19W-SLS	2
City Hall	155	PUBLIC WORKS	13	2X4-4L-T8	RELAMP-4L-4'T8-28W	13
City Hall	156	2ND MEN	2	100W-INC-CAN	CF-19W-SLS	2
City Hall	157	ELEVATOR	2	3'S1L	3'S1L-T8-LO	2
City Hall	158	ENT RR	1	2x4-4L-34W	2x4-2L-T8-R-28W	1
City Hall	161	STORE 2	2	4'W4L-34W	4'W4L-T8-LO-28W	2
City Hall	162	FIRE TRAINING	11	2x4-4L-34W	2x4-2L-T8-R-28W	11
City Hall	165	FIRE EXT	2	90WX2-INC-DRUM	60W PAR 38 HAL	4
City Hall	130.1	KITCHEN	1	2'S2L	2'S2L-T8-LO	1
City Hall	130.2	KITCHEN	6	50PAR20	CF-14WR20	6
City Hall	143.1	CITY CLERK	12	4'W2L-34W	2x2-3L-T8-NEW	8
City Hall	138.1	SENSOR		WALL SWITCH TOGGLE	WS-Sensor	1
City Hall	143.2	SENSOR		WALL SWITCH TOGGLE	WS-Sensor	1
City Hall	500	BUILDING		VENDING SODA	VENDING MISER-DRINK	1
City Hall	600	BOARD ROOM		NO EXISTING SENSOR	Install/Re-work Contactor	1
City Hall	501	BUILDING		VENDING SNACK	VENDING MISER-SNACK	1
City Hall	143.3	SENSOR		WALL SWITCH TOGGLE	WS - CEIL - 2PP	1
City Hall	144.1	SENSOR		WALL SWITCH TOGGLE	WS-Sensor	1
City Hall	146.1	SENSOR		WALL SWITCH TOGGLE	WS - CEIL - 2PP	1
City Hall	148.1	SENSOR		WALL SWITCH TOGGLE	WS-Sensor	1
City Hall	149.1	SENSOR		WALL SWITCH TOGGLE	WS-Sensor	1
City Hall	150.1	SENSOR		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	101	VESTIBULE	2	RC-10"-26WX2-CF-Biax	NO RETROFIT 52W	2
Police Dept.	102	LOBBY	4	2X2-4L-T8-LO	NO RETROFIT 60W	4
Police Dept.	103	LOBBY	12	RC-10"-26WX2-CF-Biax	NO RETROFIT 52W	12
Police Dept.	104	RECEPTION	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	105	HALLWAY	4	2X2-4L-T8-LO	NO RETROFIT 60W	4
Police Dept.	106	ROOM 128	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	107	ROOM 128		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	108	ROOM 130	1	CF-15W-SLS	NO RETROFIT 15W	1
Police Dept.	109	RESTROOM	1	2X2-4L-T8-LO	NO RETROFIT 60W	1
Police Dept.	110	ROOM 127	2	2X4-3L-T8	RELAMP-3L-4'T8-28W	2
Police Dept.	111	ROOM 127		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	112	ROOM 126	1	2X4-4L-T8	RELAMP-4L-4'T8-28W	1
Police Dept.	113	ROOM 126		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	114	ROOM 123	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	115	ROOM122-2	2	2x4-2L-T8	RELAMP-2L-4'T8-28W	2
Police Dept.	116	BOOKING	11	2X2-4L-T8-LO	NO RETROFIT 60W	11
Police Dept.	117	ROOM 121-1	2	1X4-2L-T8	RELAMP-2L-4'T8-28W	2
Police Dept.	118	ROOM 120	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	119	ROOM 119	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2

Exhibit D- Lighting Retrofit Schedule
City of Mattoon – Phase 1

Building	Room ID	Room Name	Existing Qty	Ex Fixture ID	Ret Fixture Identification	Retro Qty
Police Dept.	120	CELL 2	2	1X4-2L-T8	RELAMP-2L-4'T8-28W	2
Police Dept.	121	CELL 3	2	1X4-2L-T8	RELAMP-2L-4'T8-28W	2
Police Dept.	122	CELL 4	2	1X4-2L-T8	RELAMP-2L-4'T8-28W	2
Police Dept.	123	ROOM 115	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	124	RESTROOM	1	2X2-4L-T8-LO	NO RETROFIT 60W	1
Police Dept.	125	EXIT	1	2X2-4L-T8-LO	NO RETROFIT 60W	1
Police Dept.	126	ROOM 114	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	127	LL11	1	60Wx3 Decorative Ceiling	CF-14WX3	1
Police Dept.	128	HALLWAY	1	2x4-2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	129	HVAC	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	130	HALLWAY	10	2X2-4L-T8-LO	NO RETROFIT 60W	10
Police Dept.	131	LL12	6	2x4-2L-T8	RELAMP-2L-4'T8-28W	6
Police Dept.	132	LL16	4	2X4-4L-T8	RELAMP-4L-4'T8-28W	4
Police Dept.	133	LL13	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	134	LL13	1	2x4-2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	135	LL17	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	136	LL17		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	137	LL14	2	4'I2L-T8	RELAMP-2L-4'T8-28W	2
Police Dept.	138	LL18	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	139	LL18		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	140	LL19	4	2x4-2L-T8	RELAMP-2L-4'T8-28W	4
Police Dept.	141	LL20	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	142	MEN LOCKER ROOM	3	RC-10"-26WX2-CF-Biax	NO RETROFIT 52W	3
Police Dept.	143	MEN LOCKER ROOM	5	2X2-4L-T8-LO	NO RETROFIT 60W	5
Police Dept.	144	LL24	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	145	LL3	9	4'I2L-T8	RELAMP-2L-4'T8-28W	9
Police Dept.	146	LL6-8	3	4'I2L-T8	RELAMP-2L-4'T8-28W	3
Police Dept.	147	LL4	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	148	WOMEN LOCKER ROOM	5	2X2-4L-T8-LO	NO RETROFIT 60W	5
Police Dept.	149	LL2	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	150	HALLWAY	7	2X2-4L-T8-LO	NO RETROFIT 60W	7
Police Dept.	151	ROOM 112	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	152	ROOM 111	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	153	WOMEN STAFF RR	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	154	UNISEX RR	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	155	ROOM 107	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	156	ROOM 105	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	157	ROOM 105	1	2X2-4L-T8-LO	NO RETROFIT 60W	1
Police Dept.	158	ELEVATOR	4	2'S1L-T12	2'S1L-T8-LO	4
Police Dept.	159	ELEVATOR	4	4'S1L-34W	4'S1L-T8-LO-28W	4
Police Dept.	201	2ND FLR	13	2X2-4L-T8-LO	NO RETROFIT 60W	13
Police Dept.	202	2ND FLR	3	2x4-2L-T8	RELAMP-2L-4'T8-28W	3
Police Dept.	203	CHIEF HALL	5	2X4-4L-T8	RELAMP-4L-4'T8-28W	5

Exhibit D- Lighting Retrofit Schedule
City of Mattoon – Phase 1

Building	Room ID	Room Name	Existing Qty	Ex Fixture ID	Ret Fixture Identification	Retro Qty
Police Dept.	204	RESTROOM	1	2X4-3L-T8	RELAMP-3L-4'T8-28W	1
Police Dept.	205	RESTROOM		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	206	RESTROOM	1	4'S2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	207	RESTROOM	1	RC-10"-26WX2-CF-Biax	NO RETROFIT 52W	1
Police Dept.	208	CONFERENCE ROOM	4	2X4-4L-T8	RELAMP-4L-4'T8-28W	4
Police Dept.	209	ADMIN/RECEP	6	2X4-4L-T8	RELAMP-4L-4'T8-28W	6
Police Dept.	210	COPY ROOM	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	211	COPY ROOM		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	212	MECHANICAL ROOM	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	213	2ND FLR	2	RC-10"-26WX2-CF-Biax	NO RETROFIT 52W	2
Police Dept.	214	ROOM 203	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	215	ROOM 204	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	216	ROOM 205	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	217	ROOM 201-1	3	2X2-4L-T8-LO	NO RETROFIT 60W	3
Police Dept.	218	MECHANICAL ROOM	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	219	ROOM 216	2	2x4-2L-T8	RELAMP-2L-4'T8-28W	2
Police Dept.	220	ROOM 217	2	2x4-2L-T8	RELAMP-2L-4'T8-28W	2
Police Dept.	221	ROOM 206	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	222	2ND FLR WOMEN RR	1	2x4-2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	224	ROOM 207	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	226	2ND FLR MEN RR	1	2x4-2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	223	2ND FLR WOMEN RR		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	227	2ND FLR MEN RR		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	225	ROOM 207		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	228	ROOM 208	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	229	ROOM 208		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	230	ROOM 228	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	231	ROOM 209	4	2X4-4L-T8	RELAMP-4L-4'T8-28W	4
Police Dept.	232	ROOM 210	1	4'I2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	233	ROOM 227	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	234	ROOM 227		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	235	ROOM 226	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Police Dept.	236	ROOM 226		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	301	3RD FLR OPEN	27	2X4-3L-T8	RELAMP-3L-4'T8-28W	27
Police Dept.	302	STORAGE CLOSET	1	4'W2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	303	OFFICE 301	2	2X4-3L-T8	RELAMP-3L-4'T8-28W	2
Police Dept.	304	OFFICE 301		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	305	OFFICE 302	2	2X4-3L-T8	RELAMP-3L-4'T8-28W	2
Police Dept.	306	OFFICE 302		WALL SWITCH TOGGLE	WS-Sensor	1
Police Dept.	307	OFFICE 303	2	2X4-3L-T8	RELAMP-3L-4'T8-28W	2
Police Dept.	308	OFFICE 304	2	2X4-3L-T8	RELAMP-3L-4'T8-28W	2
Police Dept.	309	CONF RM	3	2X4-3L-T8	RELAMP-3L-4'T8-28W	3

Exhibit D- Lighting Retrofit Schedule
 City of Mattoon – Phase 1

Building	Room ID	Room Name	Existing Qty	Ex Fixture ID	Ret Fixture Identification	Retro Qty
Police Dept.	310	RESTROOM	1	2X2-2UL-T8	RELAMP-2L-2'U 6"T8-25W-Sylvania	1
Police Dept.	311	STORAGE CLOSET	1	4'W2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	312	RESTROOM	1	2X2-2UL-T8	RELAMP-2L-2'U 6"T8-25W-Sylvania	1
Police Dept.	313	VAULT	3	4'W2L-T8	RELAMP-2L-4'T8-28W	3
Police Dept.	314	SERVER	1	4'W2L-T8	RELAMP-2L-4'T8-28W	1
Police Dept.	315	EVIDENCE ROOM	8	4'W2L-T8	RELAMP-2L-4'T8-28W	8
Police Dept.	401	4TH FLR	56	4'W2L-T8	RELAMP-2L-4'T8-28W	56
Police Dept.	402	ELEVATOR	2	4'W2L-T8	RELAMP-2L-4'T8-28W	2
Police Dept.	403	ELEVATOR	2	2'S2L-T8	NO RETROFIT 30W	2
Police Dept.	404	STAIRS	10	4'W2L-T8	RELAMP-2L-4'T8-28W	10
Police Dept.	405	EXTERIOR	5	175W-MH-WALLPACK	100W-INDUCTION-WP-NEW	5
Police Dept.	406	EXTERIOR	10	100W-MH-CAN	50W-INDUCTION-SBAL	10

Exhibit D- Lighting Retrofit Schedule
City of Mattoon – Phase 1

Building	Room ID	Room Name	Existing Qty	Ex Fixture ID	Ret Fixture Identification	Retro Qty
Public Library	102	MAIN FLOOR 2	71	2x4-4L-34W	2x4-2L-T8-R-28W	71
Public Library	102	CARDS	1	2x4-4L-34W	2X4-4L-T8-LO-28W	1
Public Library	103	LIBRARY COVE	141	4'S1L-34W	4'S1L-T8-LO-28W	141
Public Library	107	CARDS.	10	2x4-4L-34W	2x4-2L-T8-R-28W	10
Public Library	108	RESTROOM	1	4'W2L-34W	4'W2L-T8-LO-28W	1
Public Library	109	STAIR 1	8	4'W2L-34W	4'W2L-T8-LO-28W	8
Public Library	110	CUSTODIAN	1	4'W2L-34W	4'W2L-T8-LO-28W	1
Public Library	111	DISPLAY	1	3'S1L	3'S1L-T8-LO	1
Public Library	112	STAIR 2	3	2x4-4L-34W	2x4-2L-T8-R-28W	3
Public Library	116	CHILDRENS AREA	70	2x4-4L-34W	2X4-4L-T8-LO-28W	70
Public Library	117	OFFICE	3	2x4-4L-34W	2X4-4L-T8-LO-28W	3
Public Library	118	COMPUTER	15	2x4-4L-34W	2X4-4L-T8-LO-28W	15
Public Library	120	LANDING	4	2x4-4L-34W	2X4-4L-T8-LO-28W	4
Public Library	121	2ND FLR RR 1	1	4'S2L-34W	4'S2L-T8-LO-28W	1
Public Library	122	2ND FLR RR 2	1	4'S2L-34W	4'S2L-T8-LO-28W	1
Public Library	202	BASEMENT HALL	10	2x4-4L-34W	2x4-2L-T8-R-28W	10
Public Library	203	BSMT CONFERENCE	8	2x4-4L-34W	2X4-4L-T8-LO-28W	8
Public Library	205	EQUIPMENT	3	4'W2L-34W	4'W2L-T8-LO-28W	3
Public Library	206	EQUIPMENT STOR	1	2x4-4L-34W	2x4-2L-T8-R-28W	1
Public Library	207	WOMEN	2	2x4-4L-34W	2x4-2L-T8-R-28W	2
Public Library	208	WOMEN.	2	4'W2L-34W	4'W2L-T8-LO-28W	2
Public Library	209	MEN	2	4'W2L-34W	4'W2L-T8-LO-28W	2
Public Library	210	MEN.	3	2x4-4L-34W	2x4-2L-T8-R-28W	3
Public Library	211	MEETING ROOM	23	2x4-4L-34W	2x4-2L-T8-R-28W	23
Public Library	211	MEETING RM	23	2x4-4L-34W	2x4-2L-T8-R-28W	23
Public Library	212	KITCHEN	2	2x4-4L-34W	2x4-2L-T8-R-28W	2
Public Library	213	STORAGE	1	2x4-4L-34W	2x4-2L-T8-R-28W	1
Public Library	214	EQUIPMENT ROOM	1	2x4-4L-34W	2x4-2L-T8-R-28W	1
Public Library	216	2ND BASEMENT HALL	9	2x4-4L-34W	2x4-2L-T8-R-28W	9
Public Library	217	RESTROOM.	1	4'W2L-34W	4'W2L-T8-LO-28W	1
Public Library	218	WORK ROOM	8	2x4-4L-34W	2x4-2L-T8-R-28W	8
Public Library	219	OFFICE 1	14	2x4-4L-34W	2x4-2L-T8-R-28W	14
Public Library	220	LOUNGE	4	2x4-4L-34W	2x4-2L-T8-R-28W	4
Public Library	221	CUSTODIAN.	3	2x4-4L-34W	2x4-2L-T8-R-28W	3
Public Library	222	STORAGE 2	2	2x4-4L-34W	2x4-2L-T8-R-28W	2
Public Library	223	STAIR 3	1	2x4-4L-34W	2x4-2L-T8-R-28W	1
Public Library	224	STAIR 3.	1	4'W2L-34W	4'W2L-T8-LO-28W	1
Public Library	121.1	RESTROOM	0	WALL SWITCH TOGGLE	WS-Sensor	1
Public Library	122.1	RESTROOM	0	WALL SWITCH TOGGLE	WS-Sensor	1
Public Library	218.1	WORK ROOM		WALL SWITCH TOGGLE	WS - CEIL - 1PP	1
Public Library	220.1	LOUNGE		WALL SWITCH TOGGLE	WS - CEIL - 1PP	1
Public Library	300	BUILDING		NO RETROFIT	Install/Re-work Contactor	6
Public Library	108.1	RESTROOM	0	WALL SWITCH TOGGLE	WS-Sensor	1

Exhibit D- Lighting Retrofit Schedule
 City of Mattoon – Phase 1

Building	Room ID	Room Name	Existing Qty	Ex Fixture ID	Ret Fixture Identification	Retro Qty
Mattoon WTP	101	2ND FLR COMMON	4	175MHB	2x4-4L-T8-R-WG-NEW-25W	4
Mattoon WTP	102	DIRECTOR OFFICE	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Mattoon WTP	103	CLOSET	1	4'S2L-T8	RELAMP-2L-4'T8-28W	1
Mattoon WTP	102.1	DIRECTOR OFFICE		WALL SWITCH TOGGLE	WS-Sensor	1
Mattoon WTP	104	BIO ROOM	4	2X4-4L-T8	RELAMP-4L-4'T8-28W	4
Mattoon WTP	105	CHEMICAL ROOM	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Mattoon WTP	106	CHLORINE ROOM	4	4'S2L-T8	RELAMP-2L-4'T8-28W	4
Mattoon WTP	107	CATWALKS	70	4'S2L-T8	RELAMP-2L-4'T8-28W	70
Mattoon WTP	108	LOUNGE	2	2X4-4L-T8	RELAMP-4L-4'T8-28W	2
Mattoon WTP	109	LOUNGE	1	4'S1L-T8	RELAMP-1L-4'T8-28W	1
Mattoon WTP	110	LOUNGE	1	3'S2L-T8	NO RETROFIT 45W	1
Mattoon WTP	111	STAIRS	8	175W-MV-PEND	2x4-4L-T8-R-WG-NEW-25W	8
Mattoon WTP	112	ELEVATOR	3	4'S1L-T8	RELAMP-1L-4'T8-28W	3
Mattoon WTP	113	CONFERENCE ROOM	8	2X4-4L-T8	RELAMP-4L-4'T8-28W	8
Mattoon WTP	114	STORAGE CLOSET	1	2x4-2L-T8	RELAMP-2L-4'T8-28W	1
Mattoon WTP	115	JANITOR CLOSET	1	2x4-2L-T8	RELAMP-2L-4'T8-28W	1
Mattoon WTP	116	ELECTRICAL CLOSET	4	4'S2L-T8	RELAMP-2L-4'T8-28W	4
Mattoon WTP	117	WOMEN RR	1	3'S2L-T8	NO RETROFIT 45W	1
Mattoon WTP	118	WOMEN RR	1	2x4-2L-T8	RELAMP-2L-4'T8-28W	1
Mattoon WTP	119	ENTRANCE	14	4'S2L-T8	RELAMP-2L-4'T8-28W	14
Mattoon WTP	120	MEN RR	1	3'S2L-T8	NO RETROFIT 45W	1
Mattoon WTP	121	MEN RR	1	2x4-2L-T8	RELAMP-2L-4'T8-28W	1
Mattoon WTP	122	CHLORINE ROOM	6	4'S2L-T8	RELAMP-2L-4'T8-28W	6
Mattoon WTP	124	EXTERIOR	8	175W-MH-WALLPACK	100W-INDUCTION-WP-NEW	8
Mattoon WTP	125	PARKING LOT	5	250MHSH-POLE	150W-INDUCTION-SB-NEW	5

Exhibit D- Lighting Retrofit Schedule
City of Mattoon – Phase 1

Building	Room ID	Room Name	Existing Qty	Ex Fixture ID	Ret Fixture Identification	Retro Qty
WWTP BLDG 1	101	Exterior	3	250W-HPS	150W-INDUCTION-SB-NEW	3
WWTP BLDG 1	102	Main	17	100H	CF-23W-SLS	17
WWTP BLDG 1	103	Exterior	1	100A	CF-23W-SLS	1
WWTP BLDG 1	104	Main	17	32CFL	NO RETROFIT 32W	17
WWTP BLDG 2	101	Main	8	2I	4'S2L-T8-LO-28W	8
WWTP BLDG 2	102	Storage	4	2I	4'S2L-T8-LO-28W	4
WWTP BLDG 2	103	Restroom	1	2WWP-T8	4'S2L-T8-LO-28W	1
WWTP BLDG 2	104	Main	2	4L	4'Industrial-2L-T8-NEW-Sylvania	2
WWTP BLDG 2	105	Main	1	100H	CF-23W-SLS	1
WWTP BLDG 2	106	Basement	8	2WWP-T8	4'S2L-T8-LO-28W	8
WWTP BLDG 2	107	Main	1	2SLS	8'S2LX4'-T8-KIT-TG-28W	1
WWTP BLDG 2	108	Exterior	4	250MVBY	120W-INDUCTION-CH-NEW	4
WWTP BLDG 3	101	Main	8	32CFL	NO RETROFIT 32W	8
WWTP BLDG 3	102	Exterior	1	23CFL	NO RETROFIT 23W	1
WWTP BLDG 4	101	Main	33	32CFL	NO RETROFIT 32W	33
WWTP BLDG 4	102	Exterior	3	100A	CF-23W-SLS	3
WWTP BLDG 5	101	Main	30	100H	CF-23W-SLS	30
WWTP BLDG 5	102	Exterior	1	100MHWP	50W-INDUCTION-SBAL	1
WWTP BLDG 5	103	Exterior	2	100H	CF-23W-SLS	2
WWTP Bldg 6	101	All	6	2W	4'S2L-T8-LO-28W	6
WWTP Bldg 6	102	Exterior	1	250MVB-WALL	120W-INDUCTION-CH-NEW	1
WWTP Bldg 6	103	Exterior	1	150HPSWPK	80W-INDUCTION-NEW	1
WWTP BLDG 7	101	Office 1	2	4L	2x4-2L-T8-R-28W	2
WWTP BLDG 7	102	Office 1	1	WALL SWITCH TOGGLE	WS-Sensor	1
WWTP BLDG 7	103	Hallway	1	2LU-T8	2X2-3L-T8-R	1
WWTP BLDG 7	104	Laboratory	13	4L	2x4-2L-T8-R-28W	13
WWTP BLDG 7	105	Laboratory	2	WALL SWITCH TOGGLE	WS - CEIL - 1PP	2
WWTP BLDG 7	106	Back Hall	5	2LU-T8	2X2-3L-T8-R	5
WWTP BLDG 7	107	Back Storage	3	32CFL	NO RETROFIT 32W	3
WWTP BLDG 7	108	Mechanical Room	3	100H	CF-23W-SLS	3
WWTP BLDG 7	109	Restroom-Women	1	2LU-T8	2X2-3L-T8-R	1
WWTP BLDG 7	110	Restroom-Women	1	2V2'	2'S2L-T8-LO	1
WWTP BLDG 7	111	Restroom-Women	1	WALL SWITCH TOGGLE	WS-Sensor	1
WWTP BLDG 7	112	Restroom-Men	3	2LU-T8	2X2-3L-T8-R	3
WWTP BLDG 7	113	Restroom-Men	1	2V2'	2'S2L-T8-LO	1
WWTP BLDG 7	114	Restroom-Men	1	WDT	WS-Sensor	1
WWTP BLDG 7	115	Lunch Room	4	32CFL	NO RETROFIT 32W	4

Exhibit D- Lighting Retrofit Schedule
City of Mattoon – Phase 1

Building	Room ID	Room Name	Existing Qty	Ex Fixture ID	Ret Fixture Identification	Retro Qty
WWTP BLDG 7	116	Lunch Room	1	WALL SWITCH TOGGLE	WS-Sensor	1
WWTP BLDG 7	117	Electrical Room	7	100H	CF-23W-SLS	7
WWTP BLDG 7	118	Chlorine Room	6	100JJ	CF-23W-SLS	6
WWTP BLDG 7	119	Exterior	1	32CFL	CF-23W-SLS	1
WWTP BLDG 7	120	Exterior	2	150W-MH-Wallpacks	100W-INDUCTION-WP-NEW	2
WWTP BLDG 8	101	Entry	6	2WWP(WP)	4'S2L-T8-LO-28W	6
WWTP BLDG 8	102	Main Room	20	2WWP(WP)	4'S2L-T8-LO-28W	20
WWTP BLDG 8	103	Main Room	1	2S	4'S2L-T8-LO-28W	1
WWTP BLDG 8	104	Basement	3	32CFL	NO RETROFIT 32W	3
WWTP BLDG 8	105	Exterior	1	100A	CF-23W-SLS	1
WWTP BLDG 8	106	Exterior	1	250MHCH	120W-INDUCTION-CH-NEW	1
WWTP BLDG 9	102	Main	20	3I-T8	RELAMP-3L-4'T8-28W	20
WWTP BLDG 9	103	Exterior	5	250HPSWPK	150W-INDUCTION-SB-NEW	5
WWTP BLDG 9	101	Main	9	2WWP-T8	RELAMP-2L-4'T8-28W	9
WWTP BLDG 10	101	Main	20	32CFL	NO RETROFIT 32W	20
WWTP BLDG 10	102	Main	4	2I-T8	RELAMP-2L-4'T8-28W	4
WWTP BLDG 10	103	Main	4	2I	4'I2L-T8-LO-28W	4
WWTP BLDG 10	104	Main	4	2SLS	8'S2LX4'-T8-KIT-TG-28W	4
WWTP BLDG 10	105	Exterior	2	100A	CF-23W-SLS	2
WWTP BLDG 10	106	Exterior	1	23CFL	NO RETROFIT 23W	1
WWTP BLDG 10	107	Exterior	1	150HPSWPK	80W-INDUCTION-NEW	1
WWTP BLDG 10	108	Exterior	1	250MVBY	120W-INDUCTION-CH-NEW	1
WWTP BLDG 11	101	Main	10	2SLS	8'S2LX4'-T8-KIT-TG-28W	10
WWTP BLDG 11	102	Exterior	1	250HPSWPK	150W-INDUCTION-SB-NEW	1
WWTP BLDG 12	101	Main	12	32CFL	NO RETROFIT 32W	12
WWTP BLDG 12	102	Exterior	4	100A	CF-23W-SLS	4
WWTP BLDG 12	103	Exterior	1	150MVBY	50W-INDUCTION-SBAL	1
WWTP BLDG 13	101	Main	12	100MHD	NO RETROFIT 130W	12
WWTP BLDG 13	102	Electrical Room	2	3I-T8	RELAMP-3L-4'T8-28W	2
WWTP BLDG 13	103	Exterior	3	250HPSWPK	150W-INDUCTION-SB-NEW	3
WWTP - Site Lighting	101	Exterior	9	250MVBY	120W-INDUCTION-CH-NEW	9
WWTP - Site Lighting	102	Exterior	2	400W MH	200W-INDUCTION-SB-NEW	2
			1624			1620

By signing below, this Exhibit is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: **[Insert CLIENT name]**
Signature: _____
Printed Name: _____
 Title: _____
 Date: _____

SIEMENS: **Siemens Industry, Inc.**
Signature: _____
Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
Printed Name: _____
 Title: _____
 Date: _____

INTER-OFFICE MEMO

TO: Susan O'Brien
City Clerk
City of Mattoon

May 25, 2010

Hiring for the advertised position of "**Water Treatment Plant Operator**"

We are recommending the hiring of **H. A. Youngblood** for Full Time Water Treatment Plant Operator at the City of Mattoon, IL WTP.

Susan,

On May 25th 2010 H.A. Youngblood accepted an offer to begin working for the City Of Mattoon on June 15, 2010, which will be contingent on his passing, a mandatory drug screening test. Please pay him out of the Water Budget under code (211-5353-111) under Salaries. This will start him at Plant Operator I salary.

Please contact me if you need further information.

Yours truly,

James Lang
City Superintendent
Water Treatment

INTER-OFFICE MEMO

TO: Susan O'Brien
City Clerk
City of Mattoon

May 25, 2010

Hiring for the advertised position of "**Water Treatment Plant Maintenance Worker/Operator**"

We are recommending the hiring of **Allen J. Cobble** for Full Time Water Treatment Plant Maintenance Worker/Operator at the City of Mattoon, IL WTP.

Susan,

On May 25th 2010 Allen J. Cobble accepted an offer to begin working for the City Of Mattoon on June 1st 2010. Please pay him out of the Water Budget under code (211-5353-111) under Salaries. This will start him at Plant Operator I salary.

Please contact me if you need further information.

Yours truly,

James Lang
City Superintendent
Water Treatment



INTER-OFFICE MEMO

TO: Susan O'Brien
City Clerk
City of Mattoon

May 26, 2010

Re: Hiring for the advertised position of “**Wastewater Operator**”

Susan,

We are recommending the hiring of **Stan Hagerstrom** for Full Time Wastewater Operator at the City of Mattoon, IL WWTP.

Stan Hagerstrom has accepted an offer to begin working for the City Of Mattoon on June 14, 2010, which will be contingent on his passing, a mandatory drug screening test before that date. Please pay him out of the Sewer Budget under code (212-5344-111) under Salaries. He currently possesses a Class 2 Wastewater License for the State of Illinois. This will start him at the Grade 5 Pay-scale for Wastewater Operator.

Please contact me if you need further information.

Yours truly,

Glen Sloan
City Superintendent
Wastewater Treatment

WATER PURCHASE CONTRACT
BETWEEN THE CITY OF MATTOON AND
MOULTRIE COUNTY RURAL PUBLIC WATER DISTRICT

This Agreement made and entered into this 1st day of June, 2010, by and between the City of Mattoon, Coles County, Illinois, a Municipal Corporation (hereinafter "CITY") and Moultrie County Rural Public Water District (hereinafter "DISTRICT"):

WITNESSETH

WHEREAS, the DISTRICT is organized and established under the provisions of the State of Illinois Public Water District Act [70 ILCS 3705/0.01 et seq.,] for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the DISTRICT and to accomplish this purpose, the DISTRICT requires a supply of potable water; and,

WHEREAS, the CITY owns and operates a water treatment plant and supply distribution system with a capacity capable of serving the potable water supply needs of the DISTRICT for the foreseeable future; and,

WHEREAS, by Ordinance enacted on the 1st day of June, 2010, the sale of water to the DISTRICT in accordance with the terms of this contract was approved, and the execution of this contract was authorized by the Acting Mayor, and attested by the City Clerk; and,

WHEREAS, by resolution of the Board of Trustees of the DISTRICT, enacted on the 20th day of May, 2010, the purchase of water from The CITY in accordance with the terms set forth in this contract was authorized by the President of the Board, and attested by the Secretary.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. TERM. This agreement shall commence on the date set forth above, and continue for a term of twenty (20) years thereafter upon the terms and conditions and for the consideration hereinafter set forth.

SECTION 2. QUALITY. The CITY agrees to use its best efforts to furnish the DISTRICT at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards required by the Environmental Protection Agency of the State of Illinois, and any other agency of the State of Illinois or the United State of America, which shall from time to time regulate or exercise jurisdiction over water quality or the operation of a public water supply.

SECTION 3. QUANTITY. The CITY agrees to use its best efforts to furnish the DISTRICT potable treated water in such quantity as may be required by the DISTRICT, but not to exceed 500,000 gallons per day.

SECTION 4. POINT OF DELIVERY AND PRESSURE. The CITY agrees to use its best efforts to furnish water at a reasonably constant pressure calculated at 50 psi from a twelve (12) inch main supply at a point to be located on the east side of Coles County Road 200 East (Dole Road) and south side Coles County Road 800 North. If a greater pressure than that normally available at the point of delivery is required by the DISTRICT, the cost of providing such greater pressure shall be borne by the DISTRICT.

SECTION 5. INTERRUPTION OF WATER SUPPLY. The CITY shall not be liable to the DISTRICT because of any failure to provide a constant and ample supply of water resulting from causes not reasonably within their control, nor shall the CITY be liable for any failure to deliver or supply water resulting from acts of God, fire, flood, tornado, or other casualty which causes serious damages to or destruction of the CITY's water system. The CITY shall not be liable to any citizen, inhabitant or user of the DISTRICT for any failure to provide a constant and ample supply of water from any causes not reasonably within the control of the CITY. Drought conditions, failure of supply or pressure due to transmission or distribution system line breaks, water treatment plant, storage

reservoir or tank maintenance, power failure, flood, fire and use of water supply to fight fires, earthquake or other catastrophe shall excuse the CITY from a requirement to provide a water supply to DISTRICT.

This water supply contract is subordinate to the City's responsibility to give first preference to supplying water to customers inside the city limits and other water purchase contracts entered into before this date, excepting the contract between the CITY and Reliant Energy signed December 16, 1999, which is subordinate to all contracts for potable use.

SECTION 6. DROUGHT. If drought conditions should become severe enough that the CITY imposes and enforces any water use restrictions on the customers of the CITY water system the DISTRICT will impose and enforce the same restrictions on the customers of the DISTRICT water system who are supplied water from the CITY's water system. The CITY will treat the DISTRICT and its customers equal to the customers of the CITY water system and will not enforce any greater restrictions on the DISTRICT and its customers than on any other customers of the system.

SECTION 7. METERING EQUIPMENT. The CITY agrees to furnish, install, operate, and maintain at its own expense at the point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the DISTRICT and to calibrate such metering equipment whenever requested by the DISTRICT but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the six (6) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the CITY and the DISTRICT agree upon a different amount. The metering equipment shall be read at the beginning of each month. An appropriate official of the DISTRICT at all

reasonable times shall have access to the meter for the purpose of verifying its readings.

SECTION 8. BILLING PROCEDURE. The CITY agrees to furnish the DISTRICT at the below address an itemized statement of the amount of water furnished to the DISTRICT during the preceding month. Payment will be considered delinquent when not paid within 21 days after the due date expressed on the statement. A ten percent (10%) penalty shall be assessed for delinquent payments and shall be expressed on the statement.

SECTION 9. RATES. For so long as this Agreement is in effect, the DISTRICT shall pay the CITY, in accordance with the following:

- A. For each one thousand (1,000) gallons of water delivered the initial rate will be equal to three dollars (\$3.00) (equivalent to \$2.244 per 100 cubic feet).
- B. The rate will change each June 1 by ratio equal to the change of the Chicago Consumer Price Index from February of the current year divided by the Chicago Consumer Price Index from February of the previous year, but in no single year shall the increase be greater than five (5) percent. (The Chicago Consumer Price Index is produced monthly by the United States Department of Labor – Bureau of Labor Statistics as Series ID CUUSA207SA0. The base value for February 2010 is equal to 207.367.)
- C. There will be a minimum charge for readiness-to-serve equal to an average usage of 100,000 gallons per day, or forty (40) percent of the total volume of water sold by the DISTRICT, whichever is smaller, for the entire billing period multiplied by the current water rate. When the actual usage for a billing period exceeds an average usage of 100,000 gallons per day, or forty (40) percent of the total volume of water sold by the DISTRICT, whichever is smaller, the total payment for that period will be calculated by multiplying the total usage of that period by the current rate.

SECTION 10. WARRANTY. The CITY makes no warranties, expressed or implied, with respect to the available quantity of water; with respect to the quality of water (except as expressly stated herein); or, with respect to title. The DISTRICT acknowledges that the CITY is subject to various rules, regulations and statutes of the state of Illinois and the United States of America with respect to providing potable water to its water customers. This agreement is expressly limited, controlled by and subject to any and all such rules, regulations and statutes of the state of Illinois and the United States of America to the extent that they would impact on this agreement.

SECTION 11. INDEMNIFICATION. To the extent permitted by law, the DISTRICT shall indemnify, defend and hold harmless the CITY, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the negligence, gross negligence, or willful misconduct of the DISTRICT, its employees or agents in connection with this Agreement, or its failure to comply with any of its obligations contained in this Agreement. To the extent permitted by law, the CITY shall indemnify, defend and hold harmless the DISTRICT, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the negligence, gross negligence, or willful misconduct of the CITY, its employees or agents in connection with this Agreement, or its failure to comply with any of its obligations contained in this Agreement.

SECTION 12. SUCCESSORS AND ASSIGNS. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

SECTION 13. MODIFICATION. This Contract may be changed, amended, or modified only in writing between the CITY and the DISTRICT pursuant to an authorizing written resolution of the

governing body of each party.

SECTION 14. NOTICES. All written notices required to be given under this Agreement, in writing, shall be addressed to the following:

Office of the Mayor
Mattoon City Hall
208 N. 19th Street
Mattoon, IL 61938

Moultrie County Rural Public Water District
1070 State Highway 32
Sullivan, IL 61951

IN WITNESS WHEREOF, the CITY by action of its City Council, at a meeting held on the 1st day of June, 2010, has caused this Contract to be signed and executed in duplicate by its Mayor and attested by its City Clerk and has caused the CITY SEAL to be hereto affixed; and the DISTRICT, by action of its Board of Trustees, at a meeting held on the 20th day of May, 2010, has caused this Contract to be signed and executed in duplicate by its President and attested by its Secretary.

City of Mattoon
Coles County, Illinois

Attest: _____
City Clerk

Edward Lane

Moultrie County Rural Public Water

Attest: *Angela Emel*

Secretary

Exhibit A
PROPOSAL

TO: Mattoon WWTP
820 S. 5th Place
Mattoon, IL 61938

DATE: May 17, 2010
PROJECT: CSO Samplers

ATTN: Glen Sloan
FAX: 217-234-2737

ENGINEER: N/A

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

We are pleased to offer the following equipment for your consideration on the above named project.

<u>Qty</u>	<u>Description</u>
Two (2)	Avalanche Sampler for AC (120/240 V) or external DC (12 V) powered applications, with attached North American AC power cord. Includes distributor arm, instruction manual on CD, pocket guide, two pump tubes, 12 VDC power cable with heavy-duty battery clips, and 12 VDC power cable with cigarette lighter plug.
Two (2)	Avalanche 14-bottle configuration. Includes 14 polypropylene 950-ml bottles with caps, two discharge tubes, bottle carrier and adapter.
Two (2)	3/8 inch ID x 25 ft. long vinyl suction line with standard weighted polypropylene strainer. Includes tubing coupler.
Two (2)	Model 1640 Sampler Actuator. Includes instruction manual. Equipped with a 22' cable length to the probe tip.
Two (2)	Precision System Fiberglass Storm Box
One (1)	Freight

Your price for the equipment as offered above will be

\$14,252.00

NOTES:

Batteries are not included.
Installation is not included with this proposal.

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

TERMS: 100% 30 days NET.
FREIGHT: F.O.B. factory, allowed to jobsite.
START-UP: 0 day(s) start up is included. Additional start up, if required, will be billed at our standard rate.
TAXES: ALL applicable taxes must be added.
SUBMITTAL DATA:
DELIVERY: 2 weeks for Isco samplers, 1 week for STORM BOXES after approval and authorization to proceed.
DURATION: This proposal is valid for 30 days after which we reserve the right to review or withdraw.

GASVODA & ASSOCIATES, INC.

ACCEPTED:

(Authorized signature)

BY: _____ Title: _____
Andrew J. Beison – Sales Engineer
708-891-4400 Date: _____

AUTHORIZATION TO PROCEED:

Authorization to proceed with placing the proposed equipment on order must be acknowledged by the return of this document properly executed where required. Such acknowledgment will be considered as your acceptance of this proposal understanding the terms stated above and on the reverse side of this proposal. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements.

Please be sure to fill in the required **“Ship To”** information below and return it at the time of placing your order. Failure to do so will result in shipment of the equipment to the Buyers address.

BILL TO: _____ SHIP TO: _____

PURCHASE ORDER
NUMBER: _____

SPECIAL MARKINGS: _____

TAXABLE: _____

TAX ID#: _____

GASVODA & ASSOCIATES INC. TERMS AND CONDITIONS OF SALE

TERMS

1. Terms of payment are 100% net 30 days from "date of invoice", unless otherwise stated for all orders less than \$100,000.
2. Orders greater than or equal to \$100,000 are subject to progress payments noted below. Terms remain net 30 days from "date of invoice."
 - a. 25% due upon release to construction or approved shop drawings
 - b. 75% due upon shipment or notice of readiness to ship

CONDITIONS

1. General

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

PROPOSAL

TO: Clark Dietz Engineers

DATE: May 20, 2010

PROJECT: Mattoon IL, CSO Samplers

ATTN: Randy Vanderwerf

ENGINEER: Clark Dietz

FAX:

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

We are pleased to offer the following equipment for your consideration on the above named project.

<u>Qty</u>	<u>Description</u>
One (1)	Installation of two (2) Fiberglass Storm Boxes for CSO Diversion Structure A & CSO Diversion Structure C.

Diversion Structure A: Install treated 4" x 4" x 2' posts with concrete near manhole opening. Secure the fiberglass Storm Box with galvanized eye bolt hardware, chain to each post and handles of the Storm Box. Run PVC conduit over ground from the Storm Box to the manhole "pick hole" opening (used to protect 3/8" vinyl suction line & liquid level actuator cable), run 3/8" vinyl suction line & liquid level actuator cable to the manhole overflow point and make all the necessary connections. Program and test sampler equipment.

Diversion Structure C: Secure the fiberglass Storm Box with galvanized lag shield/eyebolt hardware to the structures concrete, chain to handles of the Storm Box. Run PVC conduit over ground from the Storm Box to the structure opening (used to protect 3/8" vinyl suction line & liquid level actuator cable), run 3/8" vinyl suction line & liquid level actuator cable to the overflow point and make all the necessary connections. Program and test sampler equipment.

Your cost for the service as described above will be **\$3,000.00**

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of
Gasvoda & Associates, Inc.

TERMS:	100% 30 days NET.
FREIGHT:	F.O.B. factory, allowed to jobsite.
START-UP:	0 day(s) start up is included. Additional start up, if required, will be billed at our standard rate.
TAXES:	ALL applicable taxes must be added.
SUBMITTAL	

DATA:

DELIVERY: 1-2 weeks after approval and authorization to proceed.

DURATION: This proposal is valid for 30 days after which we reserve the right to review or withdraw.

GASVODA & ASSOCIATES, INC.

ACCEPTED:

(Authorized signature)

BY: _____
Andrew J. Beison – Sales Engineer
708-891-4400

Title: _____
Date: _____

AUTHORIZATION TO PROCEED:

Authorization to proceed with placing the proposed equipment on order must be acknowledged by the return of this document properly executed where required. Such acknowledgment will be considered as your acceptance of this proposal understanding the terms stated above and on the reverse side of this proposal. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements.

Please be sure to fill in the required **“Ship To”** information below and return it at the time of placing your order. Failure to do so will result in shipment of the equipment to the Buyers address.

BILL TO: _____

SHIP TO: _____

PURCHASE ORDER NUMBER: _____

SPECIAL MARKINGS: _____

TAXABLE: _____

TAX ID#: _____

TERMS

3. Terms of payment are 100% net 30 days from "date of invoice", unless otherwise stated for all orders less than \$100,000.
4. Orders greater than or equal to \$100,000 are subject to progress payments noted below. Terms remain net 30 days from "date of invoice."
 - a. 25% due upon release to construction or approved shop drawings
 - b. 75% due upon shipment or notice of readiness to ship

CONDITIONS

1. General

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

City of Mattoon
Council Decision Request

MEETING DATE: 06/01/2010 CDR NO: 2010-1104

SUBJECT: Promotion of Sergeant Richard A. Heurman to the rank of Lieutenant
Effective June 2, 2010

SUBMITTAL DATE: 05/26/2010

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

APPROVED FOR Sue McLaughlin
COUNCIL AGENDA: City Administrator

_____ Date

EXHIBITS (If applicable):

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$77,029.00	\$77,029.00	\$77,029.00	\$0.00

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

“I move that the City Council promote Sergeant Richard A. Heurman to the rank of
Lieutenant in the Mattoon Police Department effective June 2, 2010.”

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

An opening in the rank of Lieutenant occurred with the appointment of Lt. Jason J. Taylor to the position of Deputy Chief. In accordance with the PBPA Contract, promotions should take effect within 60 days of the position becoming available. In order to maintain the appropriate supervisory staff level at Mattoon Police Department, the vacant rank should be filled at this time. The Mattoon Board of Fire and Police Commissioners has advised Police Chief Jeff Branson that Sergeant Richard A. Heurman is the next eligible candidate on the promotional list to fill this vacancy.

EXHIBIT A

INTER-OFFICE MEMO

TO: David Wortman
Public Works Director
City of Mattoon

May 25, 2010

Re: Watermain pipe and fittings for Old State road loop

David,

We have received price quotes for water pipe and fittings for the Old State Road water main loop. We have scheduled this work to start on June 7, 2010. We have contacted material suppliers and they can provide the materials and the ten inch hot tap required to install the pipe. The City of Mattoon Public Works force will be installing the water main.

Therefore, I respectfully request authority to purchase parts and materials to complete Water main loop at Old State Road.

Yours truly,

Tim Daily
Public Works Superintendent
City of Mattoon, Public Works

EXHIBIT B

MAY-26-2010 12:06PM FROM:HDSUPPLY WATERWORKS GC

#6184523189

T-296 P.001/001 F-524

MATTOON WATER DEPARTMENT
 212 NORTH 12TH STREET
 fax to 217-235-5143
 MATTOON IL 61938
 Telephone: 217-235-5171
 Fax: 217-258-6435

HDSWW - GRANITE CITY IL
 45 Northgate Industrial Drive
 Granite City IL 62040
 Telephone: 618-452-3353
 Fax: 618-452-3189

Attention: **TIM DAILY**

5/25/10 Bid ID: 2447463 10" DR18 C900

Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
10	1140	FT	10 C900 DR18 PVC PIPE (G) MARKINGS PC150 OR PC235	8.39	9,564.60
20	3	EA	LUBE 1 QT F/WATER/SWR PIPE	N/C	N/C
40	1	EA	FAST-1115-10A 10X10 SS TAP SLV CARBON STEEL FLG, 10.75-11.15	704.24	704.24
50	1	EA	10 A2360-19-9020 MXF RW GV OR A2360-19R9020	1,112.46	1,112.46
60	1	EA	10" MJ REGULAR ACC SET	18.19	18.19
70	2	EA	3/4X4 NON-ROT T-HEAD B&N 364-3392	N/C	N/C
90	1	EA	10X10 MJ TEE C/L CP DI C153	144.95	144.95
110	1	EA	A423 5-1/4VO HYD 4'6"B 6MJ NST MATTOON, IL SPEC	1,560.86	1,560.86
130	2	EA	10 MJ 90 BEND CL CP DI C153	109.99	219.98
140	1	EA	FAST-905-8A 8X8 SS TAP SLV CARBON STEEL FLG,OD 8.63-9.05	407.95	407.95
150	1	EA	8X1/8 FLG ACC RR FF	11.82	11.82
160	1	EA	10X8 LEMJ REDUCER CP DI C153	60.54	60.54
170	1	EA	TAP	182.50	182.50
Subtotal:					13,988.09
Tax:					.00
Bid Total:					13,988.09

*1- Page only - prefaxed
with totals.*

EXHIBIT C



IMCO Utility Supply
 P.O. Box 3246
 Springfield, IL 62708
 Phone: (217)529-1672 Fax: (217)529-1699
 www.imcosupply.com

QUOTE

UPC V: 000000	ACK DATE: 05/25/10	ORDER NO.: 1028987-00
# O. NO.:		PAGE #: 1

Ship To: MATTOON-PUBLIC WORKS, CITY OF
 221 NORTH 12TH
 ATTN: CHRIS HARTBANK
 MATTOON, IL 61938

Bill To: MATTOON-PUBLIC WORKS, CITY OF
 221 NORTH 12TH
 ATTN: CHRIS HARTBANK
 MATTOON, IL 61938

INSTRUCTIONS			
SHP POINT: IMCO - Springfield	VIA: Best Way	SHPED:	TERMS: Net 30

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY LN	UNIT PRICE	PRICE LN	AMOUNT (NET)
	SST-11.13X10-DI	1	EACH	738.00	EACH	738.00
	10.73-11.13 OD 10"DI FLG TAPSLV					
	FLG-PACK-10	1	EACH	26.00	EACH	26.00
	10" FLG PACK - 1/8" GSKT					
	FLGMJGVRSOR-10	1	EACH	1148.00	EACH	1148.00
	2360-19 10" FLGXMJ OR GATE VLV L/A					
	MJ-TEE-10	1	EACH	165.00	EACH	165.00
	10 X 10 MJ TEE					
	A4233WAY412MAT	1	EACH	1595.00	EACH	1595.00
	6" MJ SH 4" 6" BRY 3WAY OR YEL MATTOON #423-509418					
	MJ-90-10	2	EACH	145.00	EACH	290.00
	10" MJ 90 BEND					
	SST-9.06X8-DI	1	EACH	495.00	EACH	495.00
	8.62-9.06 OD 8"DI FLG TAPSLV					
	MJ-LEB-10X8	1	EACH	75.00	EACH	75.00
	10 X 8 MJ LEB REDUCER					
	TAPMATE-10	1	EACH	575.00	EACH	575.00
	TAPMATE 10" HOT TAP					
9 Lines Total	Qty Shipped Total	10		Total		5107.00
				Quote Total		5107.00

EXHIBIT C



IMCO Utility Supply
 P.O. Box 3246
 Springfield, IL 62708
 Phone: (217)529-1672 Fax: (217)529-1699
 www.imcosupply.com

QUOTE

UPC V	ACK DATE	ORDER NO.
000000	05/25/10	1028991-00
P.O. NO.	PAGE #	
	1	

Ship To: MATTOON-PUBLIC WORKS, CITY OF
 221 NORTH 12TH
 ATTN: CHRIS HARTBANK
 MATTOON, IL 61938

Bill To: MATTOON-PUBLIC WORKS, CITY OF
 221 NORTH 12TH
 ATTN: CHRIS HARTBANK
 MATTOON, IL 61938

INSTRUCTIONS			
SHIP POINT	VIA	SHIPPED	TERMS
IMCO - Springfield	Best Way		Net 30

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY UM	UNIT PRICE	PRICE UM	AMOUNT (NET)
	C-900-10-DR18 10"X20' C-900 DR-18 PIPE	1140	FT	8.59	FT	9792.60
1 Lines Total	Qty Shipped Total	1140		Total		9792.60
				Quote Total		9792.60

PAGE 1 5107.00

TOTAL = 14,899.60

Last Page