

**CITY OF MATTOON, ILLINOIS**  
**CITY COUNCIL AGENDA**  
**June 5, 2007**

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

- Pending agenda items

**7:00 PM Business Meeting**

Pledge of Allegiance

Roll Call

**PUBLIC HEARING:** Receiving public comments on the proposal of issuing up to \$575,000 alternate bonds, payable from one or more of Incremental Taxes, General Sales Taxes, BD Sales Taxes and Revenue Sharing Receipts as the alternate revenue source(s), to pay costs of certain land acquisition (including for up to 100% write-down disposition or developer reimbursement) and related costs, facilities and improvements.

**CONSENT AGENDA:**

*Items listed on the Consent Agenda are considered to be routine in nature and will be enacted by one motion. Prior to asking for a motion to approve the Consent Agenda, the mayor will ask if anyone desires to remove an item from the Consent Agenda for public discussion. 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.*

Minutes of the regular meeting May 15, 2007 and Joint City Council meeting May 29

Police Department Report for the month of April 2007 and Fire Department Report for the month of May, 2007

Payroll and Bills for the second half of May, 2007

**Motion – Approve Council Decision Request 2007-754: Approving a \$500.00 grant by the Tourism Advisory Committee from hotel/motel tax funds to the Central Illinois Garden Pullers for their event on September 29, 2007. (Ervin)**

**Motion – Approve Council Decision Request 2007-755: Approving a \$3,000 grant by the Tourism Advisory Committee from hotel/motel tax funds to the Mattoon Pride Softball for hosting the USCAA National Softball Championships. (Ervin)**

**Motion – Adopt Resolution 2007-2691: 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 municipality consistent with mandates of Illinois statute. (McKenzie)

## **PRESENTATIONS, PETITIONS AND COMMUNICATIONS**

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### **NEW BUSINESS:**

**Motion – Approve Council Decision Request 2007-756: Authorizing the Police Chief to purchase one unmarked 2007 Ford Explorer and one unmarked 2007 Dodge Ram pickup truck for the Mattoon Police Department at prices established by the state joint purchase agreement. (White)**

**Motion – Adopt Resolution 2007-2692: Approving GIS agreement between Coles County Regional Planning and Development Commission and the City of Mattoon for geographic information system support services not to exceed \$25,000. (White)**

**Motion – Adopt Special Ordinance 2007-1224: Authorizing the rezoning of 3300 DeWitt Avenue from C-1 (Neighborhood Commercial District) to C-2 (Accommodation Commercial District). My Farm, Inc./Rick Podeschi, President – Petitioner (White)**

**Motion – Approve Council Decision Request 2007-757: Approving the contract between Clark Dietz and City of Mattoon for the development of a Combined Sewer Overflow Long-Term Control Plan Study in the amount of \$59,400, and authorizing the Mayor to sign all documents. (Schilling)**

**Motion – Approve Council Decision Request 2007-758: Approving the bid documents and specifications and authorizing the request for bids for paving bituminous material in commercial alleys (07-00155-00-AS). (McKenzie)**

**Motion – Approve Council Decision Request 2007-759: Approving the rental rates of the Peterson Park Pavilion, DeMars and Burgess Osborne Auditorium buildings. (Schilling)**

**Motion – Approve Council Decision Request 2007-760: Authorizing the Mayor to sign a change order to the contract with JFNew & Associates in the amount of \$23,000.00 for the installation of 13,089 wetland plants at Lake Paradise. (Schilling) *This is part of the Clean Lakes Project and is 100% reimbursable.***

**Motion – Approve Council Decision Request 2007-761: Approving the Festival Management Committee re-appointments of Debbie Crean, Julia Boyd, Penny Youngblood, and Barb McKenzie for three year terms expiring 04/30/2010. (Ervin)**

**Motion – Adopt Special Ordinance 2007-1225: Approving the rezoning of The Meadows Subdivision Phase IV from R-1 (Single-Family Residential) to R-2 (One- and Two-Family Residential) for the purpose of construction of duplex homes. Reggie Phillips – Petitioner (White) [Lots 401-417]**

**Motion – Adopt Special Ordinance 2007-1226: Adopting the development agreement between Gibson Holding, Inc. and City of Mattoon for the Dollar General Store. (McKenzie)**

**Motion – Adopt Special Ordinance 2007-1227: Authorizing the sale of Lot 21 in Lake Paradise Subdivision to Fred Grissom, Sr., current owner of a home on leased premises at Lot 21, Lake Paradise Subdivision, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Commonly known as 3221 E. Lake Paradise Road) (Schilling)**

**Motion – Adopt Special Ordinance 2007-1228: Authorizing the sale of Lot 67 in Lake Paradise Subdivision to Dolores Brumeleve, current owner of a home on leased premises at Lot 67, Lake Paradise Subdivision, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Commonly known as 2153 Primrose Lane) (Schilling)**

**Motion – Adopt Special Ordinance 2007-1229: Authorizing the sale of Lot 43 in Lake Paradise Subdivision to Jean Davidson and David Fiala, current owners of a home on leased premises at Lot 43, Lake Paradise Subdivision, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Commonly known as 2372 Pond Lane) (Schilling)**

**Motion – Adopt Special Ordinance 2007-1230: Authorizing the sale of Lot 34 in Lake Paradise Subdivision to Judy Kress, current owner of a home on leased premises at Lot 34, Lake Paradise Subdivision, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Commonly known as 3160 E. Lake Paradise Road) (Schilling)**

**Motion – Adopt Special Ordinance 2007-1231: Authorizing the sale of Lots 45 and 55 in Lake Paradise Subdivision to Robert A. Runner, current owner of a home on leased premises at Lot 45 and 55, Lake Paradise Subdivision, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Commonly known as 3041 E. Lake Paradise Road) (Schilling)**

**Motion – Adopt Resolution 2007-2693: Authorizing the City to submit a grant application to the Federal Transit Administration for up to \$682,875 of FY’07 Discretionary BUSNOFA-IL-1177 Funds in support of restoration of the Depot grant, and authorizing the Mayor to sign all documents. (Schilling)**

**Motion – Adopt Resolution: 2007-2694: Engaging PGAV, Inc. to explore the feasibility of establishing a Mid-town Business District, and authorizing the Mayor to sign all documents. (White)**

**Motion – Adopt Resolution: 2007-2695: Engaging PGAV, Inc. to explore the feasibility of establishing a Broadway Avenue East Business District, and authorizing the Mayor to sign all documents. (White)**

**Motion – Adopt Resolution 2007-2696: Engaging PGAV, Inc. to explore the feasibility of a Broadway Avenue East Tax Increment Finance Redevelopment Project Area, and authorizing the Mayor to sign all documents. (White)**

**Recess to closed session pursuant to the Illinois Open Meetings Act for the purpose of considering the litigation affecting or on behalf of the City of Mattoon (5 ILCS 120/2(c)(11)). (White)**

**Reconvene**

**Adjourn**

## UNAPPROVED MINUTES:

The City Council of the City of Mattoon held a regular meeting in the Council Chambers at City Hall on May 15, 2007 at 7:00 p.m. after a 6:30 p.m. caucus session.

Mayor White presiding.

Mayor White led the Pledge of Allegiance.

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

Also in attendance in person were City personnel: City Administrator Alan Gilmore, City Attorney/Treasurer J. Preston Owen, Public Works Director David Wortman, Fire Water Treatment Plant Superintendent Jim Lang; Fire Chief Michael Chism, Community Development Coordinator Kyle Gill, Police Chief Larry Metzelaars, and City Clerk Susan J. O'Brien.

### **CONSENT AGENDA**

*Items listed on the Consent Agenda are considered to be routine in nature and will be enacted by one motion. Prior to asking for a motion to approve the Consent Agenda, the mayor will ask if anyone desires to remove an item from the Consent Agenda for public discussion. 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.*

Mayor White seconded by Commissioner Schilling moved to approve the consent agenda consisting of minutes of the regular meeting May 1, 2007; Fire department report for the month of April 2007; payroll and bills for the first half of May, 2007.

#### **Bills and payroll for the first half of May, 2007**

<b><u>General Fund</u></b>		
Payroll		\$ 363,105.95
Bills		<u>\$ 547,316.90</u>
	Total	\$ 910,422.85
<b><u>Hotel Tax Fund</u></b>		
Payroll		\$ 1,761.99
Bills		<u>\$ 8,621.80</u>
	Total	\$ 10,383.79
<b><u>Festival Management</u></b>		
Bills		<u>\$ 854.50</u>
	Total	\$ 854.50
<b><u>Insurance &amp; Tort</u></b>		

	<b><u>Judgment</u></b>		
Bills			\$ 8,048.17
		Total	<u>\$ 8,048.17</u>
	<b><u>Water Fund</u></b>		
Payroll			\$ 29,595.13
Bills			<u>\$ 15,919.93</u>
		Total	\$ 45,515.06
	<b><u>Sewer Fund</u></b>		
Payroll			\$ 31,602.58
Bills			<u>\$ 22,566.68</u>
		Total	\$ 54,169.26
	<b><u>Cemetery Fund</u></b>		
Payroll			\$ 4,350.97
Bills			<u>\$ 1,945.18</u>
		Total	\$ 6,296.15
	<b><u>Health Insurance</u></b>		
Bills			<u>\$ 96,361.06</u>
		Total	\$ 96,361.06
	<b><u>Motor Fuel Tax Fund</u></b>		
Bills			<u>\$ 14,695.90</u>
		Total	\$ 14,695.90

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

**PUBLIC PRESENTATIONS, PETITIONS AND COMMUNICATIONS**

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Chief Metzelaars swore in Andrew Warner and Ryan Koop as Police Officers.

Director Wortman announced a void in the intersection of 12<sup>th</sup> Street and DeWitt Avenue with a manhole to be replaced on Thursday and Friday, causing the intersection to be closed and detours for the duration.

**NEW BUSINESS**

Mayor White seconded by Commissioner Schilling moved to approve Council Decision Request 2007-750, authorizing the employment of Katie Wagner and Anthony Tate, Eastern Illinois University Biology Majors, as part-time interns to assist the Public Works Department in conjunction with the Wetlands Project at an hourly wage of \$10.00 per hour. The expenses will be 100% reimbursed by the Clean Lake Project.

Mayor White opened the floor for discussion. No discussion.

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

Commissioner Cline seconded by Commissioner McKenzie moved to approve Council Decision Request 2007-751, approving an annual salary of \$59,225 for Tim Daily, the Public Works Transportation Manager.

Mayor White opened the floor for discussion. No discussion.

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

Mayor White seconded by Commissioner Schilling moved to adopt Special Ordinance 2007-1217, granting a variance of rear yard setback requirements located at 1112 and 1116 Charleston Avenue, Gail Foster & Roy Williams/ Family Video- Petitioners.

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1217**

**AN ORDINANCE GRANTING A VARIANCE FROM BUILDING SETBACK REQUIREMENTS TO ENABLE CONSTRUCTION OF A BUILDING AND DEVELOPMENT THE 1100 BLOCK OF CHARLESTON AVENUE**

**WHEREAS** there has been filed a written Petition by Gail Foster and Roy Williams for a variance, respecting the property legally described as:

Lots 8 and 9 of Block 135 in the Original Town of Mattoon,  
now the City of Mattoon, Coles County, Illinois.  
Commonly known as 1112 and 1116 Charleston Ave.  
Exhibit "A" Parcel Map

**WHEREAS**, said petition requests that a variance be granted pursuant to applicable ordinances of the municipality to allow construction of a building and to reduce the rear yard setback from the center of the alley right-of-way to 15 feet; and

**WHEREAS** the zoning code requires a 22.5 feet rear yard setback from the center of the alley right-of-way on lot in C3, Service Commercial Zoning District; and

**WHEREAS** the Zoning Board of Appeals held a properly noticed public hearing on May 1<sup>st</sup>, 2007 regarding petitioners' request for said variance; and

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

**WHEREAS** the City Council for the City of Mattoon, Coles County, Illinois, deems that the recommended variance is in the public interest.

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

**Section 1.** Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of Ordinances, the property legally described as aforesaid, be and the same is granted a variance of the rear yard setback requirement on the above described properties, to enable construction of a building, no closer than 15 feet from the center of the alley right-of-way.

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

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

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

Upon motion by Mayor White, seconded by Commissioner Schilling, adopted this 15<sup>th</sup> day of May, 2007, by a roll call vote, as follows:

AYES (Names): Commissioner Cline, Commissioner Ervin,  
Commissioner Schilling, Mayor White

NAYS (Names): None

ABSTAIN (Names) Commissioner McKenzie

ABSENT (Names): None

Approved this 15<sup>th</sup> day of May, 2007.

/s/ Charles E. White  
Charles E. White, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

J. Preston Owen  
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on May 16th, 2007.

Mayor White opened the floor for discussion. No discussion.

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

Commissioner Schilling seconded by Commissioner Cline moved to adopt Special Ordinance 2007-1218, authorizing the rezoning of 1533 ECR 800 N 8509 Dole Road, 8510 Dole Road, 8010 Dole Road, and five other parcels from RS (Suburban District to I (Industrial) City of Mattoon Petitioner. [Futuregen site]

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1218**

**AN ORDINANCE REZONING LAND SOUTH OF US ROUTE 121, AND ALONG BOTH THE EAST AND WEST SIDE OF COUNTY ROAD 200E, LOCATED WITHIN ONE AND A HALF MILES OF THE CORPORATE LIMITS OF THE CITY OF MATTOON**

**WHEREAS** there has been filed a written Petition by the City of Mattoon requesting a change in zoning from RS, Suburban District, to I, Industrial District on the property legally described as:

Exhibit "A" Legal Descriptions

**WHEREAS** portions of the above-described premises are within one and a half miles of the corporate limits of the City of Mattoon, and are in excess of forty thousand (40,000) coterminous square feet.

**WHEREAS** the property is shown as prime area for Industrial growth, in the Coles County Comprehensive Plan.

**WHEREAS** the current zoning of the property is RS, Suburban District, and the rezoning request is in keeping with the zoning along US Route 121 east of 43<sup>rd</sup> Street; and

**WHEREAS** the Board of Zoning Appeals held a properly noticed public hearing on May 1<sup>st</sup>, 2007 regarding petitioner's request for said rezoning; and

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

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

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

**Section 1.** Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of Ordinances, the property legally described as aforesaid, be and the same is rezoned from RS, Suburban District, to I, Industrial District.

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

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

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

Upon motion by Commissioner Schilling, seconded by Commissioner Cline, adopted this 15th day of May, 2007, by a roll call vote, as follows:

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

NAYS (Names):        None

ABSENT (Names):    None

Approved this 15<sup>th</sup> day of May, 2007.

/s/ Charles E. White  
Charles E. White, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

J. Preston Owen  
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on May 16th, 2007.

**Exhibit "A" Legal Descriptions**

**Parcel I**

A part of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Eight (8), Township Twelve (12)

North, Range Seven (7) East of the Third Principal Meridian, more particularly described as:

Commencing at the Southeast corner of Section Eight, Township Twelve North, Range Seven East of the Third Principal Meridian, a distance of 2408.14 feet to the Place of Beginning; thence Northerly 0 degrees 00 minutes a distance of 860.88 feet; thence Northwesterly 342 degrees 27 minutes 15 seconds a distance of 142.64 feet; thence Westerly 270 degrees 00 minutes a distance of 122.0 feet, thence Northerly 0 degrees 00 minutes 455.0 feet; thence Easterly 90 degrees 00 minutes a distance of 362.0 feet, thence Southerly 180 degrees 00 minutes a distance of 455.0 feet; thence Westerly 270 degrees 00 minutes a distance of 177.0 feet; thence Southerly 180 degrees 00 minutes a distance of 996.40 feet; thence Westerly 268 degrees 10 minutes 13 seconds a distance of 20.01 feet to the place of beginning; situated in the County of Coles, State of Illinois.

This property is commonly known as 1533E County Road 800N, Mattoon, IL.

## **Parcel II**

That portion of the following described land which is situated within one and one-half miles of the city limits of the City of Mattoon:

### **TRACT I:**

The North Twenty (20) Acres of the West Half (W ½) of the Southeast Quarter (SE ¼) and the North Twenty (20) Acres of the East Half (E ½) of the Southwest Quarter (SW ¼) and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), all in section Eight (8), Township Twelve (12) North, Range Seven (7) East of the Third Principal Meridian, Coles County, Illinois.

### **TRACT II:**

The South Sixty (60) Acres of the West Half (W ½) of the Southeast Quarter (SE ¼) and the South Sixty (60) Acres of the East Half (E ½) of the Southwest Quarter (SW ¼) both in section Eight (8), Township Twelve (12) North, Range Seven (7) East of the Third Principal Meridian, Coles County, Illinois, containing 120 acres, more or less, EXCEPT

A part of the Southeast Quarter (SE ¼) of Section 8, Township 12 North, Range 7 East of the Third Principal Meridian more particularly described as:

Commencing at the Southeast Corner of Section 8, Township 12 North, Range 7 East of the Third Principal Meridian; thence Westerly on an assumed azimuth of 268°10'13" a distance of 2,408.14 feet to the place of beginning; thence Northerly 0°00' a distance of 860.88 feet; thence Northwesterly 342°27'15" a distance of 142.64 feet; thence Westerly 270°00' a distance of 122.0 feet; thence Northerly

0°00' a distance of 455.0 feet; thence Easterly 90°00' a distance of 362.0 feet; thence Southerly 180°00' a distance of 455.0 feet; thence Westerly 270°00' a distance of 177.0 feet; thence Southerly 180°00' a distance of 996.40 feet; thence Westerly 268°10'13" a distance of 20.01 feet to the place of beginning, containing 4.31 acres more or less and situated in the County of Coles, State of Illinois.

### **Parcel III**

That portion of the following described land which is situated within one and one-half miles of the city limits of the City of Mattoon:

TOWNSHIP 12 NORTH, RANGE 7 EAST OF THE 3RD PRINCIPAL MERIDIAN, COLES COUNTY, ILLINOIS:

SECTION 8:

TRACT I:

The Northeast (NE ¼) of the Northwest Quarter (NW ¼) and part of the West Half (W ½) of the Northeast Quarter (NE ¼) described together as a whole as follows:

Beginning at the Northwest Corner of the Northeast Quarter (NE ¼) of said Section 8; being an iron rod tagged RLS 2054; thence along the North line of said Northeast Quarter (NE ¼) (bearings based on true meridian determined by solar observation) South 89 degrees 27 minutes 17 seconds East 326.48 feet to the Southwesterly line of the right of way of the Illinois Central Gulf Railroad Company, as per Deed to the Decatur, Sullivan and Mattoon Railroad Company, recorded in book 45, page 103 of Deeds, in the Recorder's Office of said County; thence South 53 degrees 58 minutes 08 seconds East 1194.06 feet along said Southwesterly line to the East line of said West Half (W ½) of the Northeast Quarter (NE ¼); thence South 0 degrees 13 minutes 36 seconds West 1903.21 feet along said East line to the South line of said Northeast Quarter (NE ¼); thence South 89 degrees 33 minutes 51 seconds West 1291.67 feet along said South line to the Southwest Corner of said Northeast Quarter (NE ¼); thence North 0 degrees 09 minutes 17 seconds East 1309.26 feet along the West line of said Northeast Quarter (NE ¼) to the Southeast Corner of said Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼); thence North 89 degrees 56 minutes 44 seconds West 1294.87 feet; thence North 0 degrees 09 minutes 16 seconds East 1320.35 feet; thence South 89 degrees 27 minutes 17 seconds East 1294.89 feet to the point of beginning, containing 108.790 acres; and

TRACT II:

The East Sixty (60) feet of even width of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼); and

### TRACT III

Part of the Northeast Quarter (NE ¼) and North Half (N ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼), more particularly described as follows:

Commencing at the Southeast Corner of said Section 8; thence azimuth 0 degrees 04 minutes 12 seconds a distance of 1937.00 feet to the place of beginning; thence azimuth 269 degrees 01 minutes 10 seconds a distance of 1324.00 feet; thence azimuth 359 degrees 59 minutes 48 seconds a distance of 2605.87 feet to the railroad right of way line; thence azimuth 126 degrees 03 minutes 54 seconds along the said right of way line a distance of 949.62 feet; thence azimuth 178 degrees 58 minutes 26 seconds a distance of 1489.59 feet; thence azimuth 89 degrees 01 minutes 10 seconds a distance of 530.40 feet; thence azimuth 180 degrees 04 minutes 12 seconds a distance of 543.90 feet to the place of beginning EXCEPT:

Commencing at the Southeast corner of said Section 8; thence azimuth 0 degrees 04 minutes 12 seconds a distance of 1937.00 feet to the place of beginning; thence azimuth 269 degrees 01 minutes 10 seconds a distance of 1324.00 feet; thence azimuth 359 degrees 59 minutes 48 seconds a distance of 645.17 feet; thence azimuth 89 degrees 14 minutes 46 seconds a distance of 792.50 feet; thence azimuth 178 degrees 58 minutes 26 seconds a distance of 98.14 feet; thence azimuth 89 degrees 01 minutes 10 seconds a distance of 530.40 feet; thence azimuth 180 degrees 04 minutes 12 seconds a distance of 543.90 feet to the place of beginning,

all situated in Mattoon Township, Coles County, Illinois  
All tracts containing a total of 140.72 acres, more or less.

### Parcel IV

A part of the North Half (N ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Eight (8), Township Twelve (12) North, Range Seven (7) East of the Third Principal Meridian, more particularly described as:

Commencing at the Southeast Corner of said Section Eight (8), thence azimuth 0° 04'12" a distance of 1937.00 feet to the place of beginning; thence azimuth 269° 01'10" a distance of 1324.00 feet; thence azimuth 359°59'48" a distance of 645.17 feet; thence azimuth 89°14'46" a distance of 792.50 feet; thence azimuth 178°58'26" a distance of 98.14 feet; thence azimuth 89°01'10" a distance of 530.40 feet; thence azimuth 180°04'12" a distance of 543.90 feet to the place of beginning, containing 18.35 acres, more or less, and situated in Mattoon Township, Coles County, Illinois

### Parcel V

The South Sixty (60) acres of the East Half (E ½) of the Southeast Quarter (SE ¼) of

Section 8 Township 12 North, Range 7 East of the Third Principal Meridian, Coles County, Illinois.

**Parcel VI**

That part of the East Half (E ½) of the Northeast Quarter (NE ¼) that lies South of the railroad right-of-way and the North Half (N ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) all in Section Eight (8), Township 12 North, Range 7 East of the Third Principal Meridian.

EXCEPT:

Commencing at the Southeast Corner of said Section Eight (8); thence azimuth 0°04'12" a distance of 1937.00 feet to the place of beginning; thence azimuth 269°01'10" a distance of 1324.00 feet; thence azimuth 359°59'48" a distance of 2605.87 feet to the railroad right-of-way line; thence azimuth 126°03'54" along said right-of-way line a distance of 949.62 feet; thence azimuth 178°58'26" a distance of 1489.59 feet; thence azimuth 89°01'10" a distance of 530.40 feet; thence azimuth 180°04'12" a distance of 543.90 feet to the lace of beginning, containing 48.28 acres, more or less, and situated in Mattoon Township, Coles County, Illinois.

This property is commonly known as 8509 Dole Road (County Highway 13), Mattoon, IL.

**Parcel VII**

All that part of the North Half (N ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Nine (9), Township Twelve (12) North, Range Seven (7) East of the Third Principal Meridian, Coles County, Illinois, lying South and West of a line Fifty feet distant southwesterly from and parallel to the center line of the track of the Illinois Central Railroad Company, containing one and twenty-five hundredths acres, more or less.

This property is commonly known as 8510 Dole Road (County Highway 13), Mattoon, IL.

**Parcel VIII**

The West One-half (W½) of the Southwest Quarter (SW¼), and all that part of the South One-half (S½) of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), that lies South of the right of way of the Illinois Central Railroad, formerly the Peoria, Decatur and Evansville Railway, all in Section Nine (9), Township Twelve (12) North, Range Seven (7) East of the Third Principal Meridian. Also all that part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Nine (9), lying South of the right of way of the Illinois Central Railway Company, & all that part of the Southeast Quarter (SE¼) of the Northwest Quarter

(NW<sup>1</sup>/<sub>4</sub>) of Section Nine lying South of the right of way of the Illinois Central Railway Co., and a part of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Nine (9) described as follows: Beginning at the Northeast corner of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Nine running thence South on the Half Section line 138 feet to a stone, thence West to a stone on the West line of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Nine (9), Thence North on said line, 138 feet to the Northwest corner of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Nine (9), thence East to the place of beginning, all in Township Twelve (12) North, Range Seven (7) East of the Third Principal Meridian.

## **Parcel IX**

Part of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Nine (S9), Township Twelve North (T12N), Range Seven East (R7E) of the Third P.M., described as follows:

Beginning at the Southwest (SW) Corner of said Section Nine (S9), thence azimuth 359°58'55" a distance of 415.26 feet, thence azimuth 90°01'16" a distance of 260.85 feet, thence azimuth 180°02'35" a distance of 415.16 feet, thence azimuth 270°00'00" a distance of 260.40 feet to the point of beginning containing 2.48 acres more or less.

This property is commonly known as 8010 Dole Road (County Highway 13), Mattoon, IL.

Mayor White opened the floor for discussion. No discussion.

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

Commissioner Cline seconded by Commissioner Ervin moved to adopt Special Ordinance 2007-1219, authorizing the mayor to sign an outright grant agreement by and between the City of Mattoon and Nathan Burton dba EZ Parcel reimbursing up to \$5,000.00 from TIF Revenues for offsetting environmental engineering costs for a building located at 1312 Broadway Avenue.

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## **CITY OF MATTOON, ILLINOIS**

### **SPECIAL ORDINANCE NO. 2007-1219**

#### **AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND NATHAN BURTON D/B/A EZ PARCEL &**

**BUSINESS SERVICE IN CONNECTION WITH THE MATTOON MIDTOWN  
REDEVELOPMENT PROJECT AREA**

**WHEREAS**, NATHAN BURTON d/b/a EZ PARCEL & BUSINESS SERVICE (the “**Grantee**”), have submitted a proposal to the City of Mattoon, Illinois (the “**Municipality**”) for redevelopment of a part of the Municipality’s Mattoon Midtown Redevelopment Project Area (the “**Redevelopment Project Area**”); and, thereafter, the Municipality and the Grantee have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, the “**Grant Agreement**”) concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

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

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

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

Upon motion by Commissioner Cline, seconded by Commissioner Ervin, adopted this 15<sup>th</sup> day of May, 2007, by a roll call vote, as follows:

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

NAYS (Names):        None

ABSENT (Names):    None

Approved this 15<sup>th</sup> day of May, 2007.

/s/ Charles E. White  
Charles E. White, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

J. Preston Owen  
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on May 16th, 2007.

Attachment (1) - EXHIBIT "A"

Mayor White opened the floor for discussion. No discussion.

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

Commissioner Cline seconded by Commissioner McKenzie moved to adopt Special Ordinance 2007-1220, authorizing the mayor to sign an outright grant agreement by and between the City of Mattoon and Janice Moritz dba Warner's Office Equipment reimbursing up to \$5,000.00 from TIF Revenues for emergency structural repairs to the parapet walls for a building located at 1601 Broadway Avenue.

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1220**

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND JANICE MORITZ DBA: WARNER'S OFFICE EQUIPMENT IN CONNECTION WITH THE MATTOON MIDTOWN REDEVELOPMENT PROJECT AREA**

**WHEREAS**, JANICE MORITZ d/b/a WARNER'S OFFICE EQUIPMENT (the "**Grantee**"), have submitted a proposal to the City of Mattoon, Illinois (the "**Municipality**") for redevelopment of a part of the Municipality's Mattoon Midtown Redevelopment Project Area (the "**Redevelopment Project Area**"); and, thereafter, the Municipality and the Grantee have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, the "**Grant Agreement**") concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

**Section 1.** The Grant Agreement, in substantially the form thereof presented before the meeting

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

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

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

Upon motion by Commissioner Cline, seconded by Commissioner McKenzie, adopted this 15th day of May, 2007, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): None

Approved this 15<sup>th</sup> day of May, 2007.

/s/ Charles E. White  
Charles E. White, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

J. Preston Owen  
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on May 16th, 2007.

Attachment (1) - EXHIBIT "A"

Mayor White opened the floor for discussion. No discussion.

Mayor White declared the motion carried by the following vote; YEA Commissioner Cline, YEA Commissioner Ervin, YEA Commissioner McKenzie, YEA Commissioner

Schilling, YEA Mayor White.

Commissioner Cline seconded by Commissioner Ervin moved to adopt Special Ordinance 2007-1221, authorizing the mayor to sign a subsidy grant agreement by and between the City of Mattoon and Cory Sanders dba Cory Sanders & Company Real Estate reimbursing up to \$4,721.50 annually from TIF Revenues over a ten-year period for tuckpointing exterior masonry surfaces, roof repairs, three replacement front doors, six new windows, and two new HVAC units for a building located at 1400 and 1402-1404 Broadway Avenue.

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1221**

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND CORY SANDERS DBA: CORY SANDERS & COMPANY REAL ESTATE; IN CONNECTION WITH THE MATTOON MIDTOWN REDEVELOPMENT PROJECT AREA**

**WHEREAS**, CORY SANDERS DBA: CORY SANDERS & COMPANY REAL ESTATE; and (the “**Grantee**”), has submitted a proposal to the City of Mattoon, Illinois (the “**Municipality**”) for redevelopment of a part of the Municipality’s Mattoon Midtown Redevelopment Project Area (the “**Redevelopment Project Area**”); and, thereafter, the Municipality and the Grantee have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, the “**Grant Agreement**”) concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

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

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

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

Upon motion by Commissioner Cline, seconded by Commissioner Ervin, adopted this 15th day of May, 2007, by a roll call vote, as follows:

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

Approved this 15<sup>th</sup> day of May, 2007.

/s/ Charles E. White  
Charles E. White, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

J. Preston Owen  
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on May 16th, 2007.

Attachment (1) - EXHIBIT "A"

Mayor White opened the floor for discussion. No discussion.

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

Mayor White seconded by Commissioner McKenzie moved to adopt Special Ordinance 2007-1222, declaring surplus property for June 2, 2007 auction to be conducted at 3121 Cedar (Old Garment Factory).

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1222**

**AN ORDINANCE DECLARING PERSONAL PROPERTY OWNED BY THE  
MUNICIPALITY SURPLUS AND AUTHORIZING ITS SALE**

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

**Section 1.** Supplies and equipment identified on Exhibit A to this ordinance are hereby declared surplus to the needs of the City of Mattoon.

**Section 2.** The Police Chief is authorized to offer surplus vehicles by sealed, competitive bids on an “as is” basis. Furthermore the City of Mattoon, Illinois does not express any warranty or imply any statement of condition in regard to these vehicles. Auctioneer Don Bauer will sell all other equipment declared surplus by this resolution at public auction on June 2, 2007 located at the corner of Cedar Street and 32<sup>nd</sup> Street (the former Garment Factory building) on terms acceptable to the City Attorney & Treasurer.

**Section 3.** The Mayor and City Clerk are hereby authorized to administratively sell and convey title to the property listed on the exhibits to this ordinance to the highest bidder without further formal consideration or approval by the City Council.

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

**Section 5.** This ordinance shall be effective upon its approval as provided by law.

Upon motion by Mayor White, seconded by Commissioner McKenzie, adopted this 15<sup>th</sup> day of May, 2007, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): None

Approved this 15<sup>th</sup> day of May, 2007.

/s/ Charles E. White  
Charles E. White, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

J. Preston Owen  
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on May 16th, 2007.

## EXHIBIT A

### Auction items for June 2, 2007:

Sidewalk Paving Bricks  
3 Fuel Tanks – 500 gallon (Lake Paradise)  
1993 Chevrolet 3500 (Diesel)\*  
1989 Chevrolet Blazer (Gas)\*  
1993 Chevrolet 2500 (Gas)\*  
1982 Ford F150 (Gas)\*

2001 Chevrolet Impala – Silver  
1995 Pontiac Grand Prix – White  
1995 Oldsmobile Ciera – Lt. Blue

Upright air compressor  
Gas-powered pressure washer  
Framing nailer  
Car Audio Equipment  
Chainsaw  
Video Equipment

4” Gas- Powered Trash Pump (on cart) Homelite  
3” Gas-Powered Diaphragm Pump (on cart) Homelite  
Gas-Powered Generator (on cart) Kohler  
500 Gallon Fuel Tank & Pump A.O. Smth  
500 Gallon Fuel Tank & Pump Westinghouse

\*Previously declared surplus

Mayor White opened the floor for discussion. No discussion.

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

Commissioner Ervin seconded by Commissioner Schilling moved to approve Council Decision Request 2007-752, approving a \$2,000.00 grant by the Tourism Advisory Committee from hotel/motel tax funds to the East Central Illinois Antique Farm Equipment Club for their show on July 20-22, 2007.

Mayor White opened the floor for discussion. No discussion.

Mayor White declared the motion carried by the following vote: YEA Commissioner

Cline, YEA Commissioner Ervin, YEA Commissioner McKenzie, YEA Commissioner Schilling, YEA Mayor White.

Commissioner Cline seconded by Commissioner Schilling moved to approve Council Decision Request 2007-753, amending Special Ordinance 2007-1214 to adjust the compensation for the Administrative Assistants' job classification, and increase E-1 category to a maximum of \$41,000.

Mayor White opened the floor for discussion. No discussion.

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

Commissioner Ervin seconded by Commissioner McKenzie moved to adopt Special Ordinance 2007-1223, ratifying the side letter agreement between the City of Mattoon and the Mattoon Firefighters Association Local 691 concerning the upcoming promotional cycle and authorizing the Mayor to sign the agreement.

## **CITY OF MATTOON, ILLINOIS**

### **SPECIAL ORDINANCE NO. 2007-1223**

#### **AN ORDINANCE APPROVING THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF MATTOON AND THE MATTOON FIREFIGHTERS ASSOCIATION LOCAL 691 CONCERNING THE UPCOMING PROMOTIONAL CYCLE FOR THE MATTOON FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.**

**BE IT ORDAINED** by the City Council of the City of Mattoon as follows:

**Section 1.** The Mattoon City Council hereby ratifies the Side Letter Agreement attached hereto as Exhibit "A".

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

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

Upon motion by Commissioner Ervin, seconded by Commissioner McKenzie, adopted this 15th day of May, 2007, by a roll call vote, as follows:

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

NAYS (Names): None  
ABSENT (Names): None

Approved this 15<sup>th</sup> day of May, 2007.

/s/ Charles E. White  
Charles E. White, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

J. Preston Owen  
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on May 16th, 2007.

Mayor White opened the floor for discussion. No discussion.

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

Mayor White seconded by Commissioner Cline moved to recess to closed session at 7:14 p.m. pursuant to the Illinois Open Meetings Act for the purpose of considering the litigation affecting or on behalf of the City of Mattoon (5ILCS 120/2(c)(11)).

Mayor White opened the floor for discussion. No discussion.

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

Council reconvened at 7:32 p.m.

Administrator Gilmore presented potential site improvements to the exterior of the Cross County Mall.

Mayor White seconded by Commissioner Ervin moved to adjourn at 7:34 p.m.

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

/s/ Susan J. O'Brien  
City Clerk

The City Councils of the City of Mattoon and the City of Charleston held a joint meeting in the Education Center, Lincoln Room of Sarah Bush Lincoln Health Center on May 29, 2007 at 3:00 p.m.

The meeting was called to order at 3:03 p.m.

Pledge of Allegiance was recited by Charleston Mayor Inyart.

The following personnel stated in person their names: Mattoon Mayor Charles White, Mattoon Commissioners David Cline, David Schilling, Joe McKenzie, Randy Ervin, Mattoon City Attorney/Treasurer Preston Owen, Mattoon City Administrator Alan Gilmore, and Mattoon City Clerk Susan O'Brien; Charleston Mayor John Inyart, Charleston Commissioners Jim Dunn, Jeff Lahr, Lorelei Sims, and Larry Rennels, Charleston City Manager Scott Smith, and Charleston City Clerk Deborah Muller.

Also in attendance were Mattoon City personnel: Public Works Director David Wortman, Community Development Coordinator Kyle Gill, Fire Chief Mike Chism, and Water Treatment Plant Superintendent Jim Lang, and Police Chief Larry Metzelaars.

Ms. Angela Griffin of Coles Together updated the Councils on Enterprise Zone benefactors, potential manufacturers, unemployment rate at 4.2%, project Starlight and other potential commercial prospects, water resources, Futuregen's draft and environmental study, and gross receipt taxes.

Mr. Rick Johnson, Coles County Engineer, updated the Councils on the I-57 Interchange at County Road 1000N with 54% completion, a November 2007 completion date, white topping projects, and right-of-way negotiations from Route 57 to Route 130.

Mr. David Wortman updated the Councils on the interconnect of water distribution systems between the cities as completed on May 23, 2007 with testing commencing tomorrow at rates between 800 GPM and 1.1 MGD.

Mr. Curt Buescher, Charleston Director of Public Works, updated the Councils on the intergovernmental cooperative agreement between the cities involving equipment sharing.

Mr. R. Scott Smith, Charleston City Manager, updated the Councils on facility service areas within the South Route 16 and County Road 1000 Corridor Development Districts requiring IEPA approvals and need for long-term goals. Director Wortman added the involvement of Department of Agriculture and their authorizations for expansions.

Mr. Kelly Lockhart of Coles County Regional Planning and Development Commission updated the Councils on aerial mapping using oblique imagery depicting all four sides of properties, distance measurements, area and height calculations, and line work on properties with a total cost of \$85,553 of which \$45,500 to be allocated between the cities of Charleston, Mattoon, Oakland, 911, EIU and County Highway Department.

Charleston City Manager Smith updated the Councils on the Buxton Community ID Retail Recruitment Project with the \$50,000 grant application response to be determined next week. Upon State approval, the document for each Council's consideration would be prepared to enable a full report from Buxton by May 2008.

Superintendent Lang announced the joint venture with Charleston and Mattoon of an AWWA (American Water Works Association) Workshop to be conducted October 3<sup>rd</sup> and 4<sup>th</sup> including plant tours, golf outing, banquet dinner, advertising in the trade journal, and 150-200 attendees.

Charleston Mayor Inyart invited other topics of interest to be discussed. Commissioner Ervin thanked the presenters and staff for preparation of the meeting. Council Member Dunn inquired about the Thompson Thrift Mattoon Marketplace's marketing. Administrator Gilmore responded with Thompson Thrift using the International Council of Shoppers and their own marketing strategies in locating occupants for the building. Manager Smith thanked the staff for holding conducive monthly meetings with the management of each city.

Charleston Mayor Inyart called for any public questions. Mrs. Jackie Record of Mattoon thanked the cities for public plantings and encouraged the cities to cooperatively improve the communities in other venues.

Mattoon Mayor Charles White seconded by Charleston Council Member Larry Rennels moved to adjourn. By unanimous acknowledgement, the meeting was adjourned at 4:08 p.m.

/s/ Susan J. O'Brien  
City Clerk

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 06/05/07    CDR NO: 2007-754    SUBJECT: Tourism Grant

SUBMITTAL DATE:            05/09/07

SUBMITTED BY:              Randy Ervin, Tourism Commissioner

EXHIBITS (If applicable):   Grant Application

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE:    \$500.00	BUDGETED: \$75,000	REQUIRED:    N/A

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

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

“Garden Tractor Pullers for their September 29, 2007 event.”

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

This application was considered and approved by the Tourism Advisory Committee at a meeting held May 9, 2007.

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 06/05/07    CDR NO: 2007-755    SUBJECT: Tourism Grant

SUBMITTAL DATE:            05/09/07

SUBMITTED BY:              Randy Ervin, Tourism Commissioner

EXHIBITS (If applicable):   Grant Application

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE:    \$3,000.00	BUDGETED: \$75,000	REQUIRED:    N/A

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

“I move to approve \$3,000.00 in grant by the Tourism Advisory Committee from hotel/motel tax funds to:

“the Mattoon Pride Softball as host for the USCAA, United States Collegiate Athletic Association, World Series April 26-28, 2007”

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

This application was considered and approved by the Tourism Advisory Committee at a meeting held April 11, 2007.

**CITY OF MATTOON, ILLINOIS**

**RESOLUTION NO. 2007-2691**

**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 May 26, 1941, as amended, being Section 820 ILCS 130/0.01 et seq., 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 May 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, 2007, a copy of that determination being attached hereto 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 construction 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 this City 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 their names and address, 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 and the Department of Labor of the State of Illinois.

SECTION 6: The City Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Resolution, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PRESENTED this 5th day of June, 2007.

PASSED this 5th day of June, 2007.

APPROVED this 5th day of June, 2007.

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MAYOR

ATTEST:

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CITY CLERK

Published this 7th day of June, 2007.

### Coles County Prevailing Wage for June 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	====	=	=====	=====	=====	====	====	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		25.070	26.070	1.5	1.5	2.0	5.050	5.980	0.000	0.70
ASBESTOS ABT-MEC		BLD		20.800	0.000	2.0	2.0	2.0	5.000	3.400	0.000	0.00
BOILERMAKER		BLD		28.500	31.000	1.5	1.5	2.0	6.820	11.03	0.000	0.30
BRICK MASON		BLD		26.840	28.340	1.5	1.5	2.0	5.300	6.500	0.000	0.63
CARPENTER		BLD		27.150	29.150	1.5	1.5	2.0	6.750	6.800	0.000	0.32
CARPENTER		HWY		25.040	26.790	1.5	1.5	2.0	6.500	7.300	0.000	0.30
CEMENT MASON		BLD		25.830	27.080	1.5	1.5	2.0	5.200	7.000	0.000	0.30
CEMENT MASON		HWY		25.570	26.570	1.5	1.5	2.0	5.300	7.000	0.000	0.40
CERAMIC TILE FNSHER		BLD		25.950	0.000	1.5	1.5	2.0	5.300	6.500	0.000	0.00
ELECTRIC PWR EQMT OP		ALL		30.750	0.000	1.5	1.5	2.0	4.750	8.610	0.000	0.00
ELECTRIC PWR GRNDMAN		ALL		21.090	0.000	1.5	1.5	2.0	4.750	5.905	0.000	0.00
ELECTRIC PWR LINEMAN		ALL		34.160	36.350	1.5	1.5	2.0	4.750	9.560	0.000	0.00
ELECTRIC PWR TRK DRV		ALL		22.130	0.000	1.5	1.5	2.0	4.750	6.200	0.000	0.00
ELECTRICIAN		BLD		30.650	33.720	1.5	1.5	2.0	5.150	5.520	0.000	0.46
ELECTRONIC SYS TECH		BLD		24.370	25.870	1.5	1.5	2.0	5.150	3.650	0.000	0.25
ELEVATOR CONSTRUCTOR		BLD		34.190	38.460	2.0	2.0	2.0	8.275	6.060	2.050	0.00
FENCE ERECTOR		ALL		24.450	25.750	1.5	1.5	2.0	6.000	8.000	0.000	0.39
GLAZIER		BLD		28.230	28.230	1.5	2.0	2.0	5.480	5.000	0.000	0.31
HT/FROST INSULATOR		BLD		26.110	27.110	1.5	1.5	2.0	4.800	6.860	0.000	0.19
IRON WORKER		ALL		24.450	25.750	1.5	1.5	2.0	6.000	8.000	0.000	0.39
LABORER		BLD		23.570	24.570	1.5	1.5	2.0	5.050	5.980	0.000	0.60
LABORER		HWY		25.020	25.770	1.5	1.5	2.0	5.050	5.980	0.000	0.60
LATHER		BLD		27.150	29.150	1.5	1.5	2.0	6.750	6.800	0.000	0.32
MACHINIST		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.00
MARBLE FINISHERS		BLD		25.950	0.000	1.5	1.5	2.0	5.300	6.500	0.000	0.00
MARBLE MASON		BLD		27.450	0.000	1.5	1.5	2.0	5.300	6.500	0.000	0.00
MILLWRIGHT		BLD		26.560	28.560	1.5	1.5	2.0	6.750	7.850	0.000	0.32
MILLWRIGHT		HWY		19.410	20.660	1.5	1.5	2.0	2.800	3.000	0.000	0.00
OPERATING ENGINEER		ALL	1	28.650	0.000	1.5	1.5	2.0	5.200	6.750	0.000	0.65
OPERATING ENGINEER		ALL	2	18.600	0.000	1.5	1.5	2.0	5.200	6.750	0.000	0.65
PAINTER		ALL		28.450	29.800	1.5	1.5	2.0	5.200	3.300	0.000	0.32
PAINTER SIGNS		ALL		28.450	29.800	1.5	1.5	2.0	5.200	3.300	0.000	0.32
PILEDRIVER		BLD		27.650	29.650	1.5	1.5	2.0	6.750	6.800	0.000	0.32
PILEDRIVER		HWY		25.540	27.290	1.5	1.5	2.0	6.500	7.300	0.000	0.30
PIPEFITTER		BLD		34.670	37.170	1.5	1.5	2.0	6.450	6.270	0.000	0.64
PLASTERER		BLD		25.390	26.890	1.5	1.5	2.0	5.300	8.200	0.000	0.30
PLUMBER		BLD		34.670	37.170	1.5	1.5	2.0	6.450	6.270	0.000	0.64
ROOFER		BLD		25.460	26.460	1.5	1.5	2.0	6.350	5.150	0.000	0.20
SHEETMETAL WORKER		BLD		28.600	30.600	1.5	1.5	2.0	7.150	7.330	0.000	0.52
SPRINKLER FITTER		BLD		31.240	33.240	1.5	1.5	2.0	6.500	5.350	0.000	0.25
STONE MASON		BLD		26.840	28.340	1.5	1.5	2.0	5.300	6.500	0.000	0.63
TERRAZZO FINISHER		BLD		25.950	0.000	1.5	1.5	2.0	5.300	6.500	0.000	0.00
TERRAZZO MASON		BLD		27.450	0.000	1.5	1.5	2.0	5.300	6.500	0.000	0.00
TILE LAYER		BLD		27.150	29.150	1.5	1.5	2.0	6.750	6.800	0.000	0.32
TILE MASON		BLD		27.450	0.000	1.5	1.5	2.0	5.300	6.500	0.000	0.00
TRUCK DRIVER		ALL	1	26.655	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.00
TRUCK DRIVER		ALL	2	27.055	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.00
TRUCK DRIVER		ALL	3	27.255	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.00
TRUCK DRIVER		ALL	4	27.505	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.00
TRUCK DRIVER		ALL	5	28.255	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.00
TRUCK DRIVER		O&C	1	21.320	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.00
TRUCK DRIVER		O&C	2	21.640	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.00

TRUCK DRIVER	O&C 3	21.800	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.00
TRUCK DRIVER	O&C 4	22.000	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.00
TRUCK DRIVER	O&C 5	22.600	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.00
TUCKPOINTER	BLD	26.840	28.340	1.5	1.5	2.0	5.300	6.500	0.000	0.63

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)

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## Explanations

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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 618/993-7271 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.

**BILLS & PAYROLL:**

CITY COUNCIL 110 5110-111 SALARIES OF REG EMPLOYEES 1,476.91"  
CITY CLERK 110 5120-111 SALARIES OF REG EMPLOYEES 4,558.72"  
110 5120-114 COMPENSATED ABSENCES 225.39  
CITY ADMINISTRATOR 110 5130-111 SALARIES OF REG EMPLOYEES 3,297.35"  
110 5130-114 COMPENSATED ABSENCES 475.38  
FINANCIAL ADMINISTRATION 110 5150-111 SALARIES OF REG EMPLOYEES 883.06  
110 5150-114 COMPENSATED ABSENCES 256.7  
LEGAL SERVICES 110 5160-111 SALARIES OF REG EMPLOYEES 2,241.89"  
110 5160-114 COMPENSATED ABSENCES 109.27  
COMPUTER INFO SYSTEMS 110 5170-111 SALARIES OF REG EMPLOYEES 3,381.36"  
110 5170-114 COMPENSATED ABSCENSES 317.74  
PLANNING & ZONING 110 5180-111 SALARIES OF REG EMPLOYEES 1,064.27"  
110 5180-114 COMPENSATED ABSENCES 573.35  
POLICE ADMINISTRATION 110 5211-111 SALARIES OF REG EMPLOYEES 9,431.73"  
CRIMINAL INVESTIGATION 110 5212-111 SALARIES OF REG EMPLOYEES 6,468.09"  
110 5212-113 OVERTIME 446.3  
PATROL 110 5213-111 SALARIES OF REG EMPLOYEES 67,108.90"  
110 5213-113 OVERTIME 2,026.97"  
K-9 SERVICE 110 5214-111 SALARIES OF REG EMPLOYEES 2,040.43"  
POLICE RECORDS 110 5216-111 SALARIES OF REG EMPLOYEES 3,683.68"  
TRAFFIC CONTROL 110 5220-111 SALARIES OF REG EMPLOYEES 315  
COMMUNICATION SERVICES 110 5222-111 SALARIES OF REG EMPLOYEES 7,731.82"  
110 5222-113 OVERTIME 28.88  
SCHOOL RESOURCE PROGRAM 110 5227-111 SALARIES OF REG EMPLOYEES 2,060.05"  
FIRE PROTECTION ADMIN 110 5241-111 SALARIES OF REG EMPLOYEES 65,178.70"  
110 5241-113 OVERTIME 5,872.75"  
110 5241-114 COMPENSATED ABSENCES 12,394.07"  
CODE ENFORCEMENT ADMIN 110 5261-111 SALARIES OF REG EMPLOYEES 2,775.91"  
110 5261-114 COMPENSATED ABSENCES 586.93  
PUBLIC WORKS ADMIN 110 5310-111 SALARIES OF REG EMPLOYEES 3,889.86"  
110 5310-114 COMPENSATED ABSENCES 670.75  
STREETS 110 5320-111 SALARIES OF REG EMPLOYEES 22,433.56"  
110 5320-112 SALARIES OF TEMP EMPLOYEES 935  
110 5320-113 OVERTIME 450.47  
110 5320-114 COMPENSATED ABSENCES 6,548.14"  
YARD WASTE COLLECTION 110 5335-111 SALARIES OF REG EMPLOYEES 2,904.78"  
110 5335-112 SALARIES OF TEMP EMPLOYEES 1,066.75"  
110 5335-113 OVERTIME 349.71  
CONSTRUCTION INSPECTION 110 5370-111 SALARIES OF REG EMPLOYEES 2,930.46"  
110 5370-112 SALARIES OF TEMP. EMPLOYEES 840  
110 5370-113 OVERTIME 413.18  
110 5370-114 COMPENSATED ABSENCES 197.43  
CUSTODIAL SERVICES 110 5381-111 SALARIES OF REG EMPLOYEES 2,218.79"  
110 5381-114 COMPENSATED ABSENCES 133.65  
EQUIPMENT MAINTENANCE 110 5390-111 SALARIES OF REG EMPLOYEES 2,659.12"  
110 5390-113 OVERTIME 8.05  
PARK ADMINISTRATION 110 5511-111 SALARIES OF REG EMPLOYEES 6,875.49"  
110 5511-112 SALARIES OF TEMP EMPLOYEES 1,896.00"  
110 5511-113 OVERTIME 910.51  
LAKE ADMINISTRATION 110 5512-111 SALARIES OF REG EMPLOYEES 1,878.34"  
110 5512-112 SALARIES OF TEMP EMPLOYEES 2,241.25"  
110 5512-113 OVERTIME 609.72

\*\*\* FUND 110 TOTALS \*\*\* 270,072.61"

HOTEL TAX ADMINISTRATION 122 5653-111 SALARIES OF REG EMPLOYEES 1,890.95"

\*\*\* FUND 122 TOTALS \*\*\* 1,890.95"

RESERVOIRS & WTR SOURCES 211 5351-111 SALARIES OF REG EMPLOYEES 402.74  
WATER TREATMENT PLANT 211 5353-111 SALARIES OF REG EMPLOYEES 10,255.12"  
211 5353-112 SALARIES OF TEMP EMPLOYEES 1,800.00"  
211 5353-113 OVERTIME 1,211.00"  
211 5353-114 COMPENSATED ABSENCES 1,283.42"

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 110 CITY COUNCIL

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023800	CONSOLIDATED COMMUNICA	I-200705300643	110 5110-532	TELEPHONE	: 234-4633	088839	42.23
DEPARTMENT 110 CITY COUNCIL						TOTAL:	42.23
01-001600	AMERICAN STAMP & MARKI	I-1606603	110 5120-311	OFFICE SUPPLI:	STAMP	088867	31.76
01-009800	COLES CO CLERK & RECOR	I-200705150509	110 5120-519	OTHER PROFESS:	NOTARY-O'BRIEN	088768	10.00
01-009800	COLES CO CLERK & RECOR	I-200705300633	110 5120-519	OTHER PROFESS:	NOTARY-WINN	088835	10.00
01-009800	COLES CO CLERK & RECOR	I-97888	110 5120-519	OTHER PROFESS:	RECORD ORD	088894	44.00
01-009800	COLES CO CLERK & RECOR	I-98027	110 5120-519	OTHER PROFESS:	RECORD ORD	088894	34.00
01-009800	COLES CO CLERK & RECOR	I-98179	110 5120-519	OTHER PROFESS:	RECORD ORD	088894	182.00
01-023800	CONSOLIDATED COMMUNICA	I-200705300642	110 5120-532	TELEPHONE	: 235-5654	088839	216.59
01-024060	IL DEPT OF NATURAL RES	I-200705160522	110 5120-802	HUNTING/FISHI:	HUNT/FISH 5-8/14	000000	29.75
01-024060	IL DEPT OF NATURAL RES	I-200705310716	110 5120-802	HUNTING/FISHI:	HUNT/FISH 5-15/21	000000	12.50
01-043522	STAPLES CREDIT PLAN	I-17608	110 5120-311	OFFICE SUPPLI:	OFC SUPPLIES	088857	97.96
01-049003	XEROX CORPORATION	I-025002839	110 5120-814	PRINT/COPY MA:	COPIER NYD-012772	089012	103.02
DEPARTMENT 120 CITY CLERK						TOTAL:	771.58
01-000720	CARDMEMBER SERVICE	I-0125	110 5130-561	BUSINESS MEET:	MEAL 4-27	088860	14.85
01-000720	CARDMEMBER SERVICE	I-0600	110 5130-562	TRAVEL & TRAI:	LODGING 4-26	088860	76.94
01-000720	CARDMEMBER SERVICE	I-7683	110 5130-561	BUSINESS MEET:	MEETING 5-8	088862	35.79
01-000828	ILCMA	I-200705160528	110 5130-571	DUES & MEMBER:	DUES-GILMORE	088939	209.45
01-001155	ALAN GILMORE	I-200705300641	110 5130-564	PRIVATE VEHIC:	MILEAGE 5-17/18	088842	160.25
01-009040	COMMON GROUNDS	I-200705160525	110 5130-561	BUSINESS MEET:	CATERING	088899	390.98
DEPARTMENT 130 CITY ADMINISTRATOR						TOTAL:	888.26
01-023800	CONSOLIDATED COMMUNICA	I-200705300642	110 5150-532	TELEPHONE	: 235-5654	088839	98.60
DEPARTMENT 150 FINANCIAL ADMINISTRATION						TOTAL:	98.60
01-000449	IL STATE BAR ASSOCIATI	I-200705310710	110 5160-340	BOOKS & PERIO:	DUES TO 6/30/08	088938	203.00
01-000482	COLES CO SUPERVISOR OF	I-200705310713	110 5160-519	OTHER PROFESS:	PROPERTY OWNERSHIP L	088896	39.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 160 LEGAL SERVICES

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000513	WECKS LAWN CARE	I-1096093	110 5160-579	OTHER PURCHAS:	MOWING	089008	165.00
01-000715	EASTERN IL UNIVERSITY	I-200705310711	110 5160-340	BOOKS & PERIO:	OWEN DUES	088919	80.00
01-001709	ICPAS	I-200705310712	110 5160-571	DUES & MEMBER:	MEMBERSHIP-OWEN	088935	255.00
01-009075	CUSD #2 TRANSPORTATION	I-232	110 5160-319	MISC. SUPPLIE:	FUEL 4-1/30	088907	26.09
01-009800	COLES CO CLERK & RECOR	I-98031	110 5160-319	MISC. SUPPLIE:	RELEASE LIEN	088894	34.00
01-009800	COLES CO CLERK & RECOR	I-98130	110 5160-319	MISC. SUPPLIE:	RECORD LIENS	088894	102.00
01-039210	VEOLIA ES SOLID WASTE	I-F5037909	110 5160-579	OTHER PURCHAS:	TRASH 808 PRAIRIE	089001	20.95
01-044430	JOHN THOMAS	I-188723.070516	110 5160-579	OTHER PURCHAS:	MOWING	088995	419.00
01-047000	WEST PAYMENT CENTER	I-813589074	110 5160-340	BOOKS & PERIO:	ON LINE RESEARCH	089010	402.88
						DEPARTMENT 160 LEGAL SERVICES	TOTAL: 1,746.92
01-000720	CARDMEMBER SERVICE	I-3121	110 5170-340	BOOKS & PERIO:	WINDOWS VISTA RESOUR	088861	37.79
01-000720	CARDMEMBER SERVICE	I-9186	110 5170-852	NETWORK SECUR:	SERVER SECURITY CERT	088862	35.98
01-005640	CDW GOVERNMENT	I-FLF1239	110 5170-851	WIDE AREA NET:	MPLMDC OPERATING SYS	088885	447.25
01-023800	CONSOLIDATED COMMUNICA	I-200705180588	110 5170-854	WIDE AREA NET:	101-1036	088788	88.10
						DEPARTMENT 170 COMPUTER INFO SYSTEMS	TOTAL: 609.12
01-008200	COLES CO REGIONAL PLAN	I-3561	110 5180-511	PLANNING & DE:	MARCH 07 TA BILLING	088895	593.90
						DEPARTMENT 180 PLANNING & ZONING	TOTAL: 593.90
01-001713	BOOSTERS OF MMS LIBRAR	I-200705310688	110 5190-579	MISC OTHER PU:	HONOR WALL DONATION	088879	100.00
						DEPARTMENT 190 COUNCIL CONTINGENCY	TOTAL: 100.00
01-007401	CNA SURETY	I-200705310693	110 5211-522	NOTARY FEES :	NOTARY-GRIFFITH	088892	30.00
01-038331	PF PETTIBONE & CO	I-13325	110 5211-319	MISCELLANEOUS:	RED WARNING STICKERS	088972	122.30
01-038400	PITNEY BOWES INC	I-5093316-MY07	110 5211-531	POSTAGE :	METER 2-28/5-30	088848	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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043522	STAPLES CREDIT PLAN	I-1727397001	110 5211-311	OFFICE SUPPLI:	OFC SUPPLIES	088850	156.38
01-047000	WEST PAYMENT CENTER	I-813661102	110 5211-319	MISCELLANEOUS:	IL CRIMINAL LAW & PR	089010	436.00
DEPARTMENT 211 POLICE ADMINISTRATION						TOTAL:	884.68
01-043522	STAPLES CREDIT PLAN	I-14373	110 5213-319	MISCELLANEOUS:	KEY TAGS	088850	8.25
01-043522	STAPLES CREDIT PLAN	I-4252	110 5213-319	MISCELLANEOUS:	INK CARTRIDGES	088850	32.99
DEPARTMENT 213 PATROL						TOTAL:	41.24
01-000302	DAVE GRIFFITH	I-200705170541	110 5221-562	TRAVEL & TRAI:	MEALS 5-7	088929	6.50
01-000302	DAVE GRIFFITH	I-200705170542	110 5221-562	TRAVEL & TRAI:	MEALS 5-8/9	088929	13.00
01-000302	DAVE GRIFFITH	I-200705300624	110 5221-562	TRAVEL & TRAI:	MEALS 5-18	088843	6.50
01-000604	LARRY L. METZELAARS	I-200705170539	110 5221-562	TRAVEL & TRAI:	MEALS 5-11	088954	13.00
01-000720	CARDMEMBER SERVICE	I-3372	110 5221-562	TRAVEL & TRAI:	LODGING	088861	98.49
01-001708	NATIONAL TACTICAL	I-10521	110 5221-562	TRAVEL & TRAI:	TRAININ-ST. JOHN	088965	233.00
01-001714	TASER INTERNATIONAL	I-200705310745	110 5221-562	TRAVEL & TRAI:	TASER INSTRUCTOR SCH	088863	225.00
01-002957	RONALD BATEMAN	I-200705170534	110 5221-562	TRAVEL & TRAI:	TRAVEL 6-6/10	088777	147.50
01-029555	GARY KEPLY	I-200705300625	110 5221-562	TRAVEL & TRAI:	TRAVEL 5-18	088846	21.50
01-045164	USPCA	I-200705170533	110 5221-562	TRAVEL & TRAI:	POLICE DOG CERTIFICA	088781	100.00
01-045198	UNIVERSITY OF IL-GAR 1	I-UPIN2121	110 5221-562	TRAVEL & TRAI:	BASIC LAW ENFORCEMEN	088999	7,968.56
01-045198	UNIVERSITY OF IL-GAR 1	I-UPIN2152	110 5221-562	TRAVEL & TRAI:	POLICE SPANISH COURS	088999	140.00
01-045198	UNIVERSITY OF IL-GAR 1	I-UPIN2179	110 5221-562	TRAVEL & TRAI:	TASER TRAINING	088999	150.00
01-046780	ADAM WEINSTOCK	I-200705170540	110 5221-562	TRAVEL & TRAI:	MEALS 5-7/9	089009	19.50
DEPARTMENT 221 POLICE TRAINING						TOTAL:	9,142.55
01-001620	VERIZON WIRELESS	I-1710293467	110 5222-533	CELLULAR PHON:	MOBILES	089002	29.32
01-023800	CONSOLIDATED COMMUNICA	I-200705300626	110 5222-532	TELEPHONE	: 234-7314	088839	66.86
01-023800	CONSOLIDATED COMMUNICA	I-200705300627	110 5222-532	TELEPHONE	: 234-7677	088839	34.34
01-023800	CONSOLIDATED COMMUNICA	I-200705300628	110 5222-534	PAGERS	: 400-5965	088839	137.52
01-023800	CONSOLIDATED COMMUNICA	I-200705310723	110 5222-532	TELEPHONE	: 235-2677	088901	73.82

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 222 COMMUNICATION SERVICES

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-036880	NEXTEL PARTNERS, INC	I-519603086-062	110 5222-533	CELLULAR PHON:	MOBILES	088966	544.71
01-043522	STAPLES CREDIT PLAN	I-12832	110 5222-539	MISC COMMUNIC:	BATTERY BACK-UP	088850	42.99
DEPARTMENT 222 COMMUNICATION SERVICES						TOTAL:	929.56
01-000544	CROSS COUNTY RV	I-327669	110 5223-318	VEHICLE PARTS:	LIGHT COVER, LENS, VEN	088906	45.38
01-000720	CARDMEMBER SERVICE	I-0300	110 5223-319	MISCELLANEOUS:	BOLT CUTTER	088860	99.94
01-000720	CARDMEMBER SERVICE	I-0359	110 5223-319	MISCELLANEOUS:	RIP BAR	088860	9.98
01-000720	CARDMEMBER SERVICE	I-0553	110 5223-326	FUEL	: FUEL	088860	37.09
01-000720	CARDMEMBER SERVICE	I-5531	110 5223-326	FUEL	: FUEL	088861	42.80
01-000720	CARDMEMBER SERVICE	I-8499	110 5223-318	VEHICLE PARTS:	HEADLIGHTS	088862	59.95
01-009075	CUSD #2 TRANSPORTATION	I-228	110 5223-326	FUEL	: FUEL 4-1/30	088907	4,242.51
01-040358	ROY WALKER COMM. INC.	I-15854	110 5223-434	REPAIR OF VEH:	RADIO REPAIRS	088978	693.90
01-040358	ROY WALKER COMM. INC.	I-15868	110 5223-434	REPAIR OF VEH:	RADIO REPAIRS	088978	290.40
01-040358	ROY WALKER COMM. INC.	I-15869	110 5223-434	REPAIR OF VEH:	RADIO REPAIRS	088978	80.00
01-040358	ROY WALKER COMM. INC.	I-15888	110 5223-434	REPAIR OF VEH:	RADIO REPAIRS	088978	7.40
01-041000	SECRETARY OF STATE	I-200705310721	110 5223-319	MISCELLANEOUS:	RENEW 2-A-1	088983	78.00
01-041000	SECRETARY OF STATE	I-200705310722	110 5223-319	MISCELLANEOUS:	TITLE & LIC TRFR 07	088983	80.00
DEPARTMENT 223 AUTOMOTIVE SERVICES						TOTAL:	5,767.35
01-008600	COLES MOULTRIE ELECTRI	I-200705300629	110 5224-322	ELECTRICITY	: PISTOL RANGE	088837	80.33
01-009093	CONNOR CO	I-S2567388.001	110 5224-432	REPAIR OF BUI:	REPAIR WATER FOUNTAI	088900	30.84
01-009093	CONNOR CO	I-S2952418.001	110 5224-432	REPAIR OF BUI:	SHOWER REPAIRS	088900	166.95
01-011600	DEBUHR'S SEED STORE	I-20457	110 5224-312	CLEANING SUPP:	FERTILIZER	088910	28.98
01-033800	MATTOON WATER DEPT	I-200705080399	110 5224-410	UTILITY SERVI:	221 S 17TH	000000	38.24
01-033800	MATTOON WATER DEPT	I-200705080400	110 5224-410	UTILITY SERVI:	1710 WABASH	000000	130.83
01-045820	WALMART COMMUNITY BRC	I-5883	110 5224-312	CLEANING SUPP:	HOSE, NOZZLE, HOSE REE	089004	42.52
DEPARTMENT 224 POLICE BUILDINGS						TOTAL:	518.69
01-000410	ANDY ADAIR	I-200705150504	110 5241-562	TRAVEL & TRAI:	MEALS 5-8/10	088765	19.50
01-000544	CROSS COUNTY RV	I-327670	110 5241-316	TOOLS & EQUIP:	BALL	088906	15.50

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000550	ALEXANDERS AUTO PARTS	I-200705310689	110 5241-318	VEHICLE PARTS: BULBS, LENS		088865	12.17
01-000550	ALEXANDERS AUTO PARTS	I-200705310689	110 5241-319	MISCELLANEOUS: TAPE, WD-40		088865	9.90
01-000554	SARAH BUSH	I-200705310701	110 5241-562	TRAVEL & TRAI: BTLS		088981	600.00
01-000631	MIDSTATE OVERHEAD DOOR	I-100276	110 5241-432	REPAIR OF BUI: DOOR REPAIRS		088957	1,429.00
01-000720	CARDMEMBER SERVICE	I-0026	110 5241-562	TRAVEL & TRAI: TRAINING VIDEO		088860	15.00
01-000720	CARDMEMBER SERVICE	I-0047	110 5241-562	TRAVEL & TRAI: LODGING		088860	215.04
01-000720	CARDMEMBER SERVICE	I-0325	110 5241-316	TOOLS & EQUIP: CAMERA LENS		088860	134.95
01-000720	CARDMEMBER SERVICE	I-3011	110 5241-316	TOOLS & EQUIP: CD BURNER		088861	208.64
01-000720	CARDMEMBER SERVICE	I-7251	110 5241-562	TRAVEL & TRAI: 4-20 MEAL		088862	30.07
01-000720	CARDMEMBER SERVICE	I-7505	110 5241-316	TOOLS & EQUIP: BLACK ACCESSORY CASE		088862	111.85
01-001070	AMERENCIPS	I-200705150512	110 5241-321	NATURAL GAS &: 2700 MARSHALL STA 3		088766	13.11
01-001070	AMERENCIPS	I-200705180605	110 5241-321	NATURAL GAS &: 1801 PRAIRIE-STA 1		088785	52.13
01-001070	AMERENCIPS	I-200705310746	110 5241-321	NATURAL GAS &: HWY 16-STA 2		088859	51.19
01-001150	MACK MOORE SHOE STORE	I-070523	110 5241-315	UNIFORMS & CL: BOOTS-BURNETT		088949	119.00
01-001399	FREDERICK REYNOLDS	I-200705150507	110 5241-562	TRAVEL & TRAI: MEALS 5-7/11		088773	32.50
01-001399	FREDERICK REYNOLDS	I-200705300647	110 5241-562	TRAVEL & TRAI: MEALS 5-14/18		088849	66.50
01-001405	BRANDON BURNETT	I-200705150503	110 5241-562	TRAVEL & TRAI: TRAVEL 5-14		088767	99.45
01-001610	AMERICAN TEST CENTER	I-2071656-IN	110 5241-434	REPAIR OF VEH: ANNUAL SAFETY INSPEC		088868	1,990.00
01-001699	WISEMAN'S AUTO CARE IN	I-8351	110 5241-434	REPAIR OF VEH: FUEL PUMP REPAIRS		088775	470.65
01-008600	COLES MOULTRIE ELECTRI	I-200705180606	110 5241-321	NATURAL GAS &: HWY 16 STA 2		088787	269.72
01-008870	GARY COLLINSWORTH	I-200705300622	110 5241-562	TRAVEL & TRAI: MEALS 5-13/18		088838	147.50
01-009075	CUSD #2 TRANSPORTATION	I-230	110 5241-326	FUEL : FUEL 4-1/30		088907	1,644.66
01-012904	DOUG DODSON	I-200705300618	110 5241-562	TRAVEL & TRAI: MEALS 5-9/10		088840	13.00
01-018042	GALLS INCORPORATED	I-5886038500028	110 5241-315	UNIFORMS & CL: TROUSERS		088926	167.03
01-019020	GLOBAL TECHNICAL SYSTE	I-36553	110 5241-318	VEHICLE PARTS: SWITCH FOR C-20		088928	25.00
01-023800	CONSOLIDATED COMMUNICA	I-200705150515	110 5241-532	TELEPHONE : 234-2448		088769	37.79
01-023800	CONSOLIDATED COMMUNICA	I-200705300636	110 5241-532	TELEPHONE : 235-0947		088839	39.71
01-023800	CONSOLIDATED COMMUNICA	I-200705300637	110 5241-532	TELEPHONE : 235-0924		088839	47.14
01-023800	CONSOLIDATED COMMUNICA	I-200705300638	110 5241-532	TELEPHONE : 235-0942		088839	107.79

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-026400	INDUSTRIAL SERVICES OF	I-15450	110 5241-434	REPAIR OF VEH:	FABRICATE DOOR SKINS	088940	487.60
01-028980	SEAN JUNGE	I-200705300648	110 5241-562	TRAVEL & TRAI:	MEALS 5-20/25	088845	130.50
01-029307	WIRELESS MIKE'S	I-59416	110 5241-579	MISC OTHER PU:	BATTERY	089011	49.95
01-029558	DENNY KINGERY	I-200705150505	110 5241-562	TRAVEL & TRAI:	MEALS 5-9/10	088772	13.00
01-031000	LORENZ SUPPLY CO.	I-107565-00	110 5241-312	CLEANING SUPP:	TOWELS	088946	139.55
01-031157	MACS FIRE & SAFETY INC	I-85270	110 5241-315	UNIFORMS & CL:	BOOTS	088950	80.00
01-031157	MACS FIRE & SAFETY INC	I-85512	110 5241-315	UNIFORMS & CL:	UNIFORM	088950	96.00
01-031300	MAB PAINT STORE #822	I-822-190158	110 5241-316	TOOLS & EQUIP:	PAINT	088948	37.44
01-036080	MUNICIPAL EMERGENCY SE	I-418061	110 5241-433	REPAIR OF MAC:	REPAIRS	088964	3,601.61
01-036880	NEXTEL PARTNERS, INC	I-794726086-046	110 5241-533	CELLULAR PHON:	MOBILES	088966	134.02
01-040358	ROY WALKER COMM. INC.	I-15930	110 5241-535	RADIOS :	RADIO REPAIRS	088978	32.50
01-040358	ROY WALKER COMM. INC.	I-15931	110 5241-535	RADIOS :	RADIO REPAIRS	088978	101.55
01-040358	ROY WALKER COMM. INC.	I-15932	110 5241-535	RADIOS :	RADIO REPAIRS	088978	204.00
01-040451	S & S SERVICE CO	I-39769	110 5241-434	REPAIR OF VEH:	REPAIR BRAKES	088979	124.93
01-040451	S & S SERVICE CO	I-39786	110 5241-434	REPAIR OF VEH:	SERVICE TRUCK	088979	264.09
01-040451	S & S SERVICE CO	I-39821	110 5241-434	REPAIR OF VEH:	TRUCK REPAIRS	088979	269.15
01-040451	S & S SERVICE CO	I-39871	110 5241-434	REPAIR OF VEH:	TRUCK REPAIRS	088979	257.29
01-043371	SPRINGFIELD ELECTRIC	C-S1821552.001	110 5241-432	REPAIR OF BUI:	REPLACEMENT	088989	7.62-
01-043371	SPRINGFIELD ELECTRIC	I-S2007316.001	110 5241-316	TOOLS & EQUIP:	STA 1 TOOLS	088989	245.95
01-043522	STAPLES CREDIT PLAN	I-17586	110 5241-311	OFFICE SUPPLI:	TONER & INK	088857	92.98
01-043522	STAPLES CREDIT PLAN	I-7788	110 5241-460	OTHER PROP MA:	OFC SUPPLIES	088857	719.64
01-043712	MITCH STRADER	I-200705300640	110 5241-562	TRAVEL & TRAI:	TRAVEL 5-13/189	088852	399.21
01-045198	UNIVERSITY OF IL-GAR 1	I-UFINE174	110 5241-562	TRAVEL & TRAI:	FIRE & ARSON INVEST	088999	500.00
01-045820	WALMART COMMUNITY BRC	I-5766	110 5241-312	CLEANING SUPP:	COFFEE, TRASH BAGS, DA	088854	135.82
01-045820	WALMART COMMUNITY BRC	I-9083	110 5241-311	OFFICE SUPPLI:	CLIPBOARDS, BINDERS	088854	28.51
DEPARTMENT 241 FIRE PROTECTION ADMIN.						TOTAL:	16,333.16
01-001644	IAEI-CILD	I-200705150508	110 5261-340	BOOKS & PERIO:	CODE HANDBOOKS	088770	171.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 261 CODE ENFORCEMENT ADMIN

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023800	CONSOLIDATED COMMUNICA	I-200705150514	110 5261-532	TELEPHONE	: 234-7367	088769	236.66
01-041120	RAYMOND SENTENEY	I-200705310705	110 5261-562	TRAVEL & TRAI:	TRAVEL 5-4/9	088984	215.24
01-043371	SPRINGFIELD ELECTRIC	I-S2025188.001	110 5261-319	MISCELLANEOUS:	BALLAST,BULBS	088989	36.55
DEPARTMENT 261 CODE ENFORCEMENT ADMIN						TOTAL:	659.45
01-001125	DEBBIE CREAN	I-200705180607	110 5310-562	TRAVEL & TRAI:	TRAVEL 5-10	088789	80.90
01-001125	DEBBIE CREAN	I-200705310707	110 5310-564	PRIVATE VEHIC:	TRAVEL 5-30	088904	92.89
DEPARTMENT 310 PUBLIC WORKS ADMIN						TOTAL:	173.79
01-000550	ALEXANDERS AUTO PARTS	I-200705310704	110 5320-319	MISCELLANEOUS:	WASHERS	088865	4.96
01-000550	ALEXANDERS AUTO PARTS	I-200705310704	110 5320-318	VEHICLE PARTS:	ANTIFREEZE,COUPLER,O	088865	97.34
01-000550	ALEXANDERS AUTO PARTS	I-200705310704	110 5320-319	MISCELLANEOUS:	BRAKER BAR,RATCHET,G	088865	119.72
01-000720	CARDMEMBER SERVICE	I-7363	110 5320-562	TRAVEL & TRAI:	LODGING 4-23	088862	144.64
01-001199	CARTER WATERS	I-021805	110 5320-741	MACHINERY	: BLADES	088882	800.00
01-001199	CARTER WATERS	I-668689	110 5320-741	MACHINERY	: PAVEMENT SAW,BLADES	088882	17,334.00
01-001620	VERIZON WIRELESS	I-1710155134	110 5320-533	CELLULAR PHON:	MOBILES	089002	900.65
01-001686	ALLIED MUNICIPAL SUPPL	I-4889	110 5320-313	MEDICAL & SAF:	DETOUR SIGNS	088866	74.23
01-001702	DIRECT SAFETY COMPANY	I-00588537	110 5320-313	MEDICAL & SAF:	HELMETS,FACE SHIELD	088914	214.07
01-002970	BEACHY'S ICE COMPANY	I-34475	110 5320-319	MISCELLANEOUS:	ICE	088872	23.50
01-003095	CARQUEST AUTO PARTS	I-200705160530	110 5320-318	VEHICLE PARTS:	OIL FILTERS,COOLING	088881	61.26
01-003200	BIGGS ELECTRIC CO	I-002995	110 5320-359	OTHER STREET	: FUSES	088876	125.00
01-003200	BIGGS ELECTRIC CO	I-003562	110 5320-359	OTHER STREET	: PHOTO CONTROL,BULBS	088876	270.16
01-003206	BIRKEYS	I-123112	110 5320-440	RENTALS	: ROLLER RENTAL	088878	632.50
01-003206	BIRKEYS	I-T50588	110 5320-433	REPAIR OF MAC:	DOOR LATCH	088878	154.59
01-003206	BIRKEYS	I-T50733	110 5320-319	MISCELLANEOUS:	SAW & BLADE	088878	172.85
01-003206	BIRKEYS	I-X11857	110 5320-433	REPAIR OF MAC:	BUCKET TRUCK REPAIRS	088878	1,880.85
01-003206	BIRKEYS	I-X12423	110 5320-433	REPAIR OF MAC:	REPAIR #562	088878	519.71
01-003206	BIRKEYS	I-X12435	110 5320-433	REPAIR OF MAC:	REPAIR WACKER SAW	088878	81.09
01-009075	CUSD #2 TRANSPORTATION	I-231	110 5320-326	FUEL	: FUEL 4-1/30	088907	2,834.98

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011600	DEBUHR'S SEED STORE	I-20088	110 5320-359	OTHER STREET :	GRASS SEED	088910	116.22
01-020559	HALL SIGNS INC	I-219163	110 5320-313	MEDICAL & SAF:	REFLECTOR KITS,DOUBL	088932	195.84
01-023800	CONSOLIDATED COMMUNICA	I-200705300639	110 5320-532	TELEPHONE :	235-5663	088839	36.75
01-023800	CONSOLIDATED COMMUNICA	I-200705300644	110 5320-532	TELEPHONE :	235-5522	088839	76.69
01-023800	CONSOLIDATED COMMUNICA	I-200705300645	110 5320-532	TELEPHONE :	235-5171	088839	223.30
01-026400	INDUSTRIAL SERVICES OF	I-15451	110 5320-434	REPAIR OF VEH:	FABRICATE 2 LIGHT BA	088940	167.62
01-030021	L & S SAFETY	I-2007-0484	110 5320-319	MISCELLANEOUS:	FLAPPER WHEEL,EMERY	088945	4.00
01-031000	LORENZ SUPPLY CO.	I-105754-01	110 5320-359	OTHER STREET :	BATTERIES	088946	52.44
01-031000	LORENZ SUPPLY CO.	I-106221-01	110 5320-359	OTHER STREET :	BATTERY	088946	21.00
01-031000	LORENZ SUPPLY CO.	I-107259-00	110 5320-319	MISCELLANEOUS:	BATTERIES	088946	73.29
01-033800	MATTOON WATER DEPT	I-200705080323	110 5320-410	UTILITY SERVI:	221 N 12TH	000000	45.97
01-033800	MATTOON WATER DEPT	I-200705080324	110 5320-410	UTILITY SERVI:	212 N 12TH	000000	14.66
01-034250	MCFARLAND STEEL SUPPLY	I-200705160516	110 5320-319	MISCELLANEOUS:	PIPE	088953	37.59
01-039200	PRAIRIE CENTRAL	I-93493384	110 5320-319	MISCELLANEOUS:	FINISH BROOM, UTILIT	088974	56.86
01-040250	MATTOON FARM PRIDE	I-CM10576	110 5320-318	VEHICLE PARTS:	DIAPHRAGM	088951	49.72
01-040476	SCHAEFFER MFG CO	I-383346BL	110 5320-326	FUEL :	OIL,GREASE	088982	573.46
01-043520	STALCUP GLASS	I-989	110 5320-318	VEHICLE PARTS:	SIDE MIRROR	088990	15.00
01-044324	TERMINAL SUPPLY CO	I-98458-00	110 5320-319	MISCELLANEOUS:	LIGHT,PIGTAIL	088993	28.24
01-045820	WALMART COMMUNITY BRC	I-2127	110 5320-312	CLEANING SUPP:	CLEANING SUPPLIES	088854	8.31
DEPARTMENT 320 STREETS						TOTAL:	28,243.06
01-001070	AMERENCIPS	I-200705180590	110 5326-321	NATURAL GAS &:	19TH & RICHMOND	088785	45.03
01-001070	AMERENCIPS	I-200705180591	110 5326-321	NATURAL GAS &:	208 N 19TH	088785	29.61
01-008600	COLES MOULTRIE ELECTRI	I-200705180592	110 5326-322	ELECTRIC :	E RT 16	088786	60.15
01-008600	COLES MOULTRIE ELECTRI	I-200705180593	110 5326-322	ELECTRIC :	S RT 45 & PARADISE	088786	126.17
01-008600	COLES MOULTRIE ELECTRI	I-200705180594	110 5326-322	ELECTRIC :	S RT 45 & PARADISE	088786	12.53
01-008600	COLES MOULTRIE ELECTRI	I-200705180595	110 5326-322	ELECTRIC :	OLD ST VILLAGE	088786	6.65
01-008600	COLES MOULTRIE ELECTRI	I-200705180596	110 5326-322	ELECTRIC :	3020 LAKELAND	088786	5.15
01-008600	COLES MOULTRIE ELECTRI	I-200705180597	110 5326-322	ELECTRIC :	PIATT & RT 316	088786	10.90
01-008600	COLES MOULTRIE ELECTRI	I-200705180598	110 5326-322	ELECTRIC :	S RT 45 & PARADISE	088786	12.53

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 326 STREET LIGHTING

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008600	COLES MOULTRIE ELECTRI	I-200705180599	110 5326-322	ELECTRIC	: S 9TH	088786	6.40
01-008600	COLES MOULTRIE ELECTRI	I-200705180600	110 5326-322	ELECTRIC	: LAKELAND INN ENT	088786	6.40
01-008600	COLES MOULTRIE ELECTRI	I-200705180601	110 5326-322	ELECTRIC	: SUNRISE APTS	088786	6.65
01-008600	COLES MOULTRIE ELECTRI	I-200705180602	110 5326-322	ELECTRIC	: S RT 45	088786	37.76
DEPARTMENT 326 STREET LIGHTING						TOTAL:	365.93
01-007100	CCP	I-21657216	110 5334-314	CHEMICALS	: KNOCK OUT	088884	631.38
DEPARTMENT 334 WEED CONTROL						TOTAL:	631.38
01-000092	DIEPHOLZ TRUCKING LLC	I-200705310703	110 5335-421	DISPOSAL SERV:	HAULING MULCH	088913	6,400.00
01-000914	SERVICE EQUIPMENT & TR	I-01112141	110 5335-421	DISPOSAL SERV:	MOVE TUB GRINDER	088985	90.00
01-033800	MATTOON WATER DEPT	I-200705080329	110 5335-410	UTILITY SERVI:	420 LOGAN	000000	31.67
DEPARTMENT 335 YARD WASTE COLLECTION						TOTAL:	6,521.67
01-023800	CONSOLIDATED COMMUNICA	I-200705180585	110 5381-534	PAGERS	: 402-2636	088788	11.30
01-045820	WALMART COMMUNITY BRC	I-2127	110 5381-316	TOOLS & EQUIP:	CLEANING SUPPLIES	088854	18.56
DEPARTMENT 381 CUSTODIAL SERVICES						TOTAL:	29.86
01-033800	MATTOON WATER DEPT	I-200705080314	110 5383-410	UTILITY SERVI:	1701 WABASH	000000	31.69
DEPARTMENT 383 BURGESS OSBORNE						TOTAL:	31.69
01-045820	WALMART COMMUNITY BRC	I-7108	110 5384-319	MISCELLANEOUS:	AIR FRESHNERS	088854	22.56
DEPARTMENT 384 RAILROAD DEPOT						TOTAL:	22.56
01-003206	BIRKEYS	I-T50917	110 5511-433	REPAIR OF MAC:	BLADE NOTCHED	088878	91.08
01-003206	BIRKEYS	I-T50951	110 5511-433	REPAIR OF MAC:	BELT	088878	5.06
01-003206	BIRKEYS	I-T51001	110 5511-433	REPAIR OF MAC:	GREENS CARE PAIL	088878	107.05
01-003206	BIRKEYS	I-T51010	110 5511-433	REPAIR OF MAC:	SEAL KIT	088878	43.78
01-041000	SECRETARY OF STATE	I-200705180589	110 5511-433	REPAIR OF MAC:	TITLE TRANSFER & PLA	088792	75.00
DEPARTMENT 511 PARK ADMINISTRATION						TOTAL:	321.97

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-024060	IL DEPT OF NATURAL RES	I-200705160523	110 5512-802	HUNTING/FISHI:	HUNT/FISH 5-8/14	000000	813.25
01-024060	IL DEPT OF NATURAL RES	I-200705310719	110 5512-802	HUNTING/FISHI:	HUNT/FISH 5-15/21	000000	429.50
01-024060	IL DEPT OF NATURAL RES	I-200705310720	110 5512-802	HUNTING/FISHI:	HUNT/FISH 5-22/29	000000	1,153.25
01-024101	IL DEPARTMENT OF REVEN	I-200705170532	110 5512-803	SALES TAX REM:	APRIL 07 SALES TAX	088780	329.00
DEPARTMENT 512 LAKE ADMINISTRATION						TOTAL:	2,725.00
01-033800	MATTOON WATER DEPT	I-200705080312	110 5521-410	UTILITY SERVI:	418 RICHMOND	000000	26.87
01-044325	TERMINIX	I-272482	110 5521-436	PEST CONTROL :	PEST CONTROL	088994	50.00
DEPARTMENT 521 DEMARS CENTER						TOTAL:	76.87
01-001135	BEACON ATHLETICS	I-0378770-IN	110 5541-319	MISCELLANEOUS:	SPRINKLER REPAIR	088873	1,094.05
01-016140	FASTENAL COMPANY	I-ILMAT66414	110 5541-319	MISCELLANEOUS:	CABLE CLAMPS FOR NET	088922	72.38
01-033800	MATTOON WATER DEPT	I-200705080315	110 5541-410	UTILITY SERVI:	307 RICHMOND-GRIMES	000000	107.97
01-033800	MATTOON WATER DEPT	I-200705080316	110 5541-410	UTILITY SERVI:	500 B'DWAY-RESTROOM	000000	27.34
01-033800	MATTOON WATER DEPT	I-200705080317	110 5541-410	UTILITY SERVI:	500 B'DWAY	000000	12.14
01-035050	METZGER WELDING SERVIC	I-200705310654	110 5541-319	MISCELLANEOUS:	BUILD 2 DRAGS	088955	296.28
01-035311	MILLER FARM SERVICE	I-373	110 5541-424	LAWN CARE :	FERTILIZER	088961	107.50
01-040253	RENTAL CENTER USA	I-310200	110 5541-440	RENTALS :	LIFT RENTAL	088976	720.00
01-044325	TERMINIX	I-272498	110 5541-436	PEST CONTROL :	PEST CONTROL	088994	50.00
DEPARTMENT 541 PETERSON PARK						TOTAL:	2,487.66
01-033800	MATTOON WATER DEPT	I-200705160519	110 5542-410	UTILITY SERVI:	BASEBALL DIAMOND	088952	54.52
01-035311	MILLER FARM SERVICE	I-373	110 5542-424	LAWN CARE :	FERTILIZER	088961	107.00
DEPARTMENT 542 LAWSON PARK						TOTAL:	161.52
01-001070	AMERENCIPS	I-200705300652	110 5544-321	NATURAL GAS &:	1200 CHAMPAIGN	088833	38.52
DEPARTMENT 544 CUNNINGHAM PARK						TOTAL:	38.52

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 551 BOYS COMPLEX

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033800	MATTOON WATER DEPT	I-200705080318	110 5551-410	UTILITY SERVI:	801 SHELBY	000000	405.43
01-035311	MILLER FARM SERVICE	I-373	110 5551-424	LAWN CARE	: FERTILIZER	088961	107.50
DEPARTMENT 551 BOYS COMPLEX						TOTAL:	512.93
01-001070	AMERENCIPS	I-200705300650	110 5552-321	NATURAL GAS &:	311 N 6TH	088832	18.14
01-001070	AMERENCIPS	I-200705300651	110 5552-321	NATURAL GAS &:	311 N 6TH-MNTCE BLDG	088832	39.00
01-011600	DEBUHR'S SEED STORE	I-17485	110 5552-424	LAWN CARE	: WEED SPRAY	088910	290.89
01-033800	MATTOON WATER DEPT	I-200705080313	110 5552-410	UTILITY SERVI:	713 SHELBY	000000	100.32
01-035311	MILLER FARM SERVICE	I-373	110 5552-424	LAWN CARE	: FERTILIZER	088961	107.50
DEPARTMENT 552 GIRLS COMPLEX						TOTAL:	555.85
01-035311	MILLER FARM SERVICE	I-373	110 5553-424	LAWN CARE	: FERTILIZER	088961	107.50
01-035311	MILLER FARM SERVICE	I-391	110 5553-424	LAWN CARE	: FERTILIZER	088961	179.00
DEPARTMENT 553 JR FOOTBALL COMPLEX						TOTAL:	286.50
01-001070	AMERENCIPS	I-200705300649	110 5556-321	NATURAL GAS &:	221 SHELBY	088832	29.22
DEPARTMENT 556 T-BALL COMPLEX						TOTAL:	29.22
01-000481	PANA BAIT CO	I-2527446	110 5563-317	CONCESSION & :	CONCESSIONS	088969	462.00
01-006256	COCA-COLA ENTERPRISES	I-6148030011	110 5563-317	CONCESSION & :	CONCESSIONS	088893	709.20
01-006256	COCA-COLA ENTERPRISES	I-6188048410	110 5563-317	CONCESSION & :	CONCESSIONS	088893	78.00
01-020534	VERIZON NORTH	I-200705170535	110 5563-576	SECURITY SERV:	895-2922	088782	57.66
DEPARTMENT 563 MARINA AREA						TOTAL:	1,306.86
01-009800	COLES CO CLERK & RECOR	I-200705300653	110 5651-519	OTHER PROFESS:	RECORD 2400 MARSHALL	088856	50.00
DEPARTMENT 651 ECONOMIC DEVELOPMENT						TOTAL:	50.00
01-000467	PECKHAM GUYTON ALBERS	I-86651	110 5652-511	SOUTH RT45 BU:	S RT 45 BUS DIST P/E	088971	154.56
DEPARTMENT 652 SOUTH RT45 BUSINESS DISTRTOTAL:						TOTAL:	154.56
VENDOR SET 110 GENERAL FUND						TOTAL:	83,854.69

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000247	ATPI	I-200705310690	122 5653-571	DUES & MEMBER:	DUES	088869	25.00
01-000720	CARDMEMBER SERVICE	I-0010	122 5653-311	OFFICE SUPPLI:	CREDIT CARD TRIAL	088860	1.00
01-000720	CARDMEMBER SERVICE	I-0132	122 5653-561	BUSINESS MEET:	4-27 MEAL	088860	5.34
01-000720	CARDMEMBER SERVICE	I-0203	122 5653-572	COMMUNITY PRO:	SUPPLIES	088860	10.63
01-000720	CARDMEMBER SERVICE	I-1476	122 5653-561	BUSINESS MEET:	MEAL 5-9	088860	22.52
01-000720	CARDMEMBER SERVICE	I-1484	122 5653-561	BUSINESS MEET:	MEAL 5-9	088861	7.62
01-000720	CARDMEMBER SERVICE	I-1815	122 5653-562	TRAVEL & TRAI:	LODGING 5-2	088861	135.08
01-000720	CARDMEMBER SERVICE	I-200706010747	122 5653-561	BUSINESS MEET:	FLOWERS	088861	25.59
01-000720	CARDMEMBER SERVICE	I-200706010748	122 5653-571	DUES & MEMBER:	SUBSCRIPTION	088861	24.00
01-000720	CARDMEMBER SERVICE	I-2062	122 5653-562	TRAVEL & TRAI:	SUPPLIES	088861	20.06
01-000720	CARDMEMBER SERVICE	I-3814	122 5653-562	TRAVEL & TRAI:	LODGING	088861	140.00
01-000720	CARDMEMBER SERVICE	I-4980	122 5653-572	COMMUNITY PRO:	SUPPLIES	088861	55.95
01-000720	CARDMEMBER SERVICE	I-6093	122 5653-562	TRAVEL & TRAI:	MEAL 5-3	088861	9.46
01-000720	CARDMEMBER SERVICE	I-7049	122 5653-562	TRAVEL & TRAI:	SHIPPING	088862	23.95
01-000720	CARDMEMBER SERVICE	I-7340	122 5653-572	COMMUNITY PRO:	SUGARLAND TICKET	088862	69.00
01-000720	CARDMEMBER SERVICE	I-7432	122 5653-562	TRAVEL & TRAI:	LODGING	088862	230.00
01-000720	CARDMEMBER SERVICE	I-7878	122 5653-562	TRAVEL & TRAI:	MEALS 5-2	088862	7.66
01-000720	CARDMEMBER SERVICE	I-9126	122 5653-562	TRAVEL & TRAI:	MEAL 5-3	088862	3.25
01-000817	COLES COUNTY RSVP	I-200705300620	122 5653-572	COMMUNITY PRO:	RSVP SPONSORSHIP	088836	50.00
01-001070	AMERENCIPS	I-200705300614	122 5653-321	NATURAL GAS &:	MARSHALL WELCOME SIG	088832	23.78
01-001235	ANGELIA D BURGETT	I-200705300623	122 5653-562	TRAVEL & TRAI:	MILEAGE 5-18	088834	98.46
01-001647	CRAIG MARTIN SIMON DES	I-200705310691	122 5653-540	ADVERTISING :	LOGO DESIGN	088902	850.00
01-001700	EAST CENTRAL IL ANTIQU	I-200705160521	122 5653-825	TOURISM GRANT:	TOURISM GRANT	088918	2,000.00
01-008600	COLES MOULTRIE ELECTRI	I-200705300621	122 5653-322	ELECTRICITY (:	WELCOME SIGN	088837	27.04
01-023800	CONSOLIDATED COMMUNICA	I-200705150513	122 5653-532	TELEPHONE :	258-6286	088769	209.81
01-023800	CONSOLIDATED COMMUNICA	I-200705310655	122 5653-532	TELEPHONE :	800-500-6286	088901	15.31
01-043522	STAPLES CREDIT PLAN	I-17331	122 5653-311	OFFICE SUPPLI:	OFC SUPPLIES	088857	41.81

DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL: 4,132.32

VENDOR SET 122 HOTEL TAX FUND TOTAL: 4,132.32

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

BANK: APBNK

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000868	CHAMPAIGN COUNTY TENT	I-200705310687	123 5584-832	BEER TENT	: TENT, TABLE, CHAIR REN	088887	3,759.00
01-043202	SPECTRUM	I-7-245	123 5584-540	ADVERTISING	: POSTCARDS	088987	359.00
DEPARTMENT 584 BAGELFEST						TOTAL:	4,118.00
VENDOR SET 123 FESTIVAL MGMT FUND						TOTAL:	4,118.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 125 INSURANCE & TORT JDGMNT

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000776	STATE FARM	I-200705300634	125 5150-523	PROPERTY & CA:	BOND-SPITZ	088851	43.00
01-000776	STATE FARM	I-200705300635	125 5150-523	PROPERTY & CA:	BOND-GATHMANN	088851	43.00
01-000776	STATE FARM	I-200705310694	125 5150-523	PROPERTY & CA:	BOND-MCKENZIE	088991	43.00
01-002800	CHAMBER OF COMMERCE	I-200705160531	125 5150-519	OTHER PROFESS:	SAFETY BINGO WINNERS	088886	225.00
DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:							354.00
VENDOR SET 125 INSURANCE & TORT JDGMNT TOTAL:							354.00

VENDOR SET: 01 CITY OF MATTOON  
 FUND : 130 CAPITAL PROJECT FUND  
 DEPARTMENT: 385 CULTURE & RECREATION  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 5/16/2007 THRU 5/31/2007  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-022400	HOWELL ASPHALT CO	I-200705310708	130 5385-720	CULTURE AND R:	TENNIS COURTS	088934	12,098.00
	PROJ: 150-500	LAWSON TEN/ PET REFURC		Other Purchased Services			
DEPARTMENT 385 CULTURE & RECREATION						TOTAL:	12,098.00
01-000057	SWEARINGEN BROS INC	I-200705310700	130 5608-577	YMCA LAND ACQ:	DEMO 201 N 15TH	088992	18,000.00
01-010118	CRITES TITLE COMPANY	I-070790	130 5608-577	YMCA LAND ACQ:	SEARCH	088905	250.00
DEPARTMENT 608 YMCA LAND ACQUISITION						TOTAL:	18,250.00
VENDOR SET 130 CAPITAL PROJECT FUND						TOTAL:	30,348.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 351 RESERVOIRS &amp; WTR SOURCES

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200705300615	211 5351-321	NATURAL GAS &	RR2, PICNIC PAVILION	088832	12.30
01-001070	AMERENCIPS	I-200705300616	211 5351-321	NATURAL GAS &	RR2, POLE BARN	088832	43.15
01-001070	AMERENCIPS	I-200705310742	211 5351-321	NATURAL GAS &	LAKE PARADISE RD	088859	74.25
01-006400	THE CHECKLEY AGENCY	I-77465	211 5351-524	WATER RESERVO:	DAM INSURANCE	088889	3,425.00
01-008600	COLES MOULTRIE ELECTRI	I-200705180603	211 5351-322	ELECTRICITY :	RESERVOIR CONTROL	088786	4.90
01-010000	CRAWFORD MURPHY & TILL	I-200705160520	211 5351-460	OTHER PROPERT:	L PARADISE CARBON &	088903	261.00
DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL:							3,820.60
01-001178	ROLANKA INTERNATIONAL,	I-5715	211 5352-730	IMPROVEMNTS O:	CLEAN LAKE PROJECT	088977	10,883.56
	PROJ: 127-500	LAKE PARADISE CLEAN LAKES	OTHER PURCHASED SERVICES				
01-001208	R.P. LUMBER CO., INC.	I-200705310706	211 5352-730	IMPROVEMNTS O:	CLEAN LAKE PROJECT	088975	1,626.65
	PROJ: 127-500	LAKE PARADISE CLEAN LAKES	OTHER PURCHASED SERVICES				
01-001367	FREEMAN ENVIRONMENTAL	I-200705180587	211 5352-730	IMPROVEMNTS O:	L PARADISE RESTORATI	088790	76,469.25
	PROJ: 127-502	LAKE PARADISE CLEAN LAKES	ENGINEERING - (CONSTR. PHASE)				
01-001481	VERNON LAGESSE & ASSOC	I-200705310656	211 5352-730	IMPROVEMNTS O:	SPRAYING REED CANARY	089003	775.00
	PROJ: 127-500	LAKE PARADISE CLEAN LAKES	OTHER PURCHASED SERVICES				
01-001512	SPENCE RESTORATION NUR	I-N5456	211 5352-730	IMPROVEMNTS O:	CLEAN LAKE PROJECT	088988	1,035.25
	PROJ: 127-500	LAKE PARADISE CLEAN LAKES	OTHER PURCHASED SERVICES				
01-001705	NIXALITE OF AMERICA IN	I-INV20070002917	211 5352-730	IMPROVEMNTS O:	NETTING	088967	942.30
	PROJ: 127-500	LAKE PARADISE CLEAN LAKES	OTHER PURCHASED SERVICES				
01-001706	EROTEX	I-INV42153	211 5352-730	IMPROVEMNTS O:	BLACK MESH	088920	4,494.00
	PROJ: 127-500	LAKE PARADISE CLEAN LAKES	OTHER PURCHASED SERVICES				
01-001712	POSSIBILITY PLACE NURS	I-00103869	211 5352-730	IMPROVEMNTS O:	CLEAN LAKE PROJECT	088973	9,742.00
	PROJ: 127-500	LAKE PARADISE CLEAN LAKES	OTHER PURCHASED SERVICES				
01-040253	RENTAL CENTER USA	I-310201	211 5352-730	IMPROVEMNTS O:	TILLER RENTAL	088976	120.00
	PROJ: 127-500	LAKE PARADISE CLEAN LAKES	OTHER PURCHASED SERVICES				
DEPARTMENT 352 RESTRICTED RELIANT EXPS TOTAL:							106,088.01
01-000125	IDEXX DISTRIBUTION INC	I-224889239	211 5353-319	MISCELLANEOUS:	VESSELS	088936	338.04
01-000189	BALLINGER AUTO COMPANY	I-242020	211 5353-432	REPAIR OF STR:	CLEAN PIT	088870	4,000.00

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000484	ETHANOL PRODUCTS CO2	I-CO230340	211 5353-314	CHEMICALS	: LIQUID CO2	088921	841.70
01-000550	ALEXANDERS AUTO PARTS	I-200705160529	211 5353-379	OTHER WATER M:	FIBER GLASS KIT,SCUF	088865	15.83
01-000677	NORIT AMERICAS INC	I-UIL727731/67776	211 5353-314	CHEMICALS	: CHEMICALS	088968	18,147.06
01-000839	BRENNITAG MID-SOUTH INC	C-BMS642449	211 5353-314	CHEMICALS	: RETURNS	088880	300.00-
01-000839	BRENNITAG MID-SOUTH INC	I-BMS229807	211 5353-314	CHEMICALS	: AMMONIA	088880	772.50
01-001461	CARUS CHEMICAL COMPANY	I-10060698	211 5353-314	CHEMICALS	: CHEMICALS	088883	3,570.00
01-001711	MICROCHECK, INC.	I-18189	211 5353-319	MISCELLANEOUS:	PROFICIENCY TEST KIT	088956	553.00
01-002985	BEELMAN TRUCK CO	I-41923	211 5353-314	CHEMICALS	: LIME	088874	813.89
01-008600	COLES MOULTRIE ELECTRI	I-200705180604	211 5353-322	ELECTRICITY	: WATER PURIFICATION P	088786	3,636.89
01-012025	DETECTION SECURITY CO	I-84894	211 5353-579	MISC OTHER PU:	ANNUAL INSPECTION	088912	120.00
01-012925	DOMESTIC UNIFORM & LIN	I-200705160526	211 5353-460	OTHER PROPERT:	CLEANING	088915	141.08
01-016000	FARM PLAN	I-2831180	211 5353-311	OFFICE SUPPLI:	PAPER TOWELS, TISSUE,	088783	25.96
01-016000	FARM PLAN	I-2835544	211 5353-377	PLANT EQUIPME:	IRON OUT,NUTS	088783	20.75
01-020540	HACH COMPANY	I-5111844	211 5353-319	MISCELLANEOUS:	LAB SUPPLIES	088931	728.80
01-020540	HACH COMPANY	I-5126598	211 5353-319	MISCELLANEOUS:	LAB SUPPLIES	088931	483.00
01-020540	HACH COMPANY	I-5157823	211 5353-319	MISCELLANEOUS:	LAB SUPPLIES	088931	77.15
01-020602	H & H INDUSTRIES	I-470147	211 5353-377	PLANT EQUIPME:	H & H INDUSTRIES	088930	303.00
01-035365	MISSISSIPPI LIME COMPA	I-749592	211 5353-314	CHEMICALS	: LIME	088962	2,541.69
01-035600	KONE INC	I-17345397	211 5353-435	ELEVATOR SERV:	ELEV MNTCE 3-07	088944	184.30
01-035600	KONE INC	I-17422557	211 5353-435	ELEVATOR SERV:	ELEV MNTCE 5-07	088944	184.30
01-037976	PDC LABORATORIES	I-547625S	211 5353-519	OTHER PROFESS:	WATER TESTING	088970	270.00
01-037976	PDC LABORATORIES	I-550033S	211 5353-519	OTHER PROFESS:	WATER TESTING	088970	255.00
01-040465	SAL CHEMICAL	I-72329	211 5353-314	CHEMICALS	: CHEMICALS	088980	1,829.96
01-044200	KC SUMMERS BUICK	I-BUCS327256	211 5353-318	VEHICLE PARTS:	SONOMA REPAIRS	088943	58.51
01-045147	ULRICH CHEMICAL INC	C-349661	211 5353-314	CHEMICALS	: CHEMICALS	088997	250.00-
01-045147	ULRICH CHEMICAL INC	I-349660	211 5353-314	CHEMICALS	: CHEMICALS	088997	982.68
01-045155	UNITED PARCEL SERVICE	I-8Y610177	211 5353-531	POSTAGE	: SHIPPING	088998	25.58

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-045155	UNITED PARCEL SERVICE	I-8Y610207	211 5353-531	POSTAGE	: SHIPPING	088853	20.59
01-046603	WATER SOLUTIONS UNLIMI	I-0022948-IN	211 5353-314	CHEMICALS	: CHEMICALS	089006	701.00
DEPARTMENT 353 WATER TREATMENT PLANT						TOTAL:	41,092.26
01-000550	ALEXANDERS AUTO PARTS	I-200705310704	211 5354-318	VEHICLE PARTS:	RETAINER	088865	4.62
01-001070	AMERENCIPS	I-200705310743	211 5354-321	NATURAL GAS &:	PUMP HOUSE	088859	787.70
01-001070	AMERENCIPS	I-200705310744	211 5354-321	NATURAL GAS &:	RR2,WATER DEPT	088859	23.90
01-001686	ALLIED MUNICIPAL SUPPL	I-4889	211 5354-313	MEDICAL & SAF:	DETOUR SIGNS	088866	74.23
01-003201	BILL'S RADIATOR	I-35954	211 5354-434	REPAIR OF VEH:	RADIATOR REPAIR	088877	143.85
01-003206	BIRKEYS	I-X12348	211 5354-433	REPAIR OF MAC:	REPAIR WINDOW	088878	309.84
01-003206	BIRKEYS	I-X12404	211 5354-433	REPAIR OF MAC:	BACKHOE REPAIRS	088878	289.11
01-008600	COLES MOULTRIE ELECTRI	I-200705300619	211 5354-322	ELECTRICITY :	SBLHC PUMP STA	088837	123.76
01-008600	COLES MOULTRIE ELECTRI	I-9316	211 5354-730	IMPROVEMENTS :	INSTALL METER SERVIC	088897	927.15
01-011875	DENNING AUTOMOTIVE	I-200705310702	211 5354-434	REPAIR OF VEH:	REPLACE FUEL PUMP	088911	283.66
01-020559	HALL SIGNS INC	I-219163	211 5354-313	MEDICAL & SAF:	REFLECTOR KITS,DOUBL	088932	195.84
01-023500	MOTION INDUSTRIES	I-IL64-791441	211 5354-379	OTHER WATER M:	PAINT	088963	122.84
01-030021	L & S SAFETY	I-2007-0446	211 5354-313	MEDICAL & SAF:	GLOVES	088945	32.00
01-030021	L & S SAFETY	I-2007-0448	211 5354-313	MEDICAL & SAF:	GLOVES	088945	32.00
01-035050	METZGER WELDING SERVIC	I-200705310695	211 5354-439	OTHER REPAIR :	BORE FITTINGS	088955	86.50
01-036010	MIKE MORRIS TOOL SALES	I-105281	211 5354-316	TOOLS & EQUIP:	TOOLS	088960	215.80
01-038375	DAN PILSON AUTO CENTER	I-121091	211 5354-318	VEHICLE PARTS:	CAP	088908	5.04
01-044400	FERRELLGAS	I-1015621278	211 5354-323	BOTTLED GAS :	PROPANE	088923	384.83
DEPARTMENT 354 WATER DISTRIBUTION						TOTAL:	4,042.67
01-000090	MIDWEST MAILING &	I-20076000	211 5355-531	POSTAGE	: INK CARTRIDGE	088958	149.20
01-000124	DATA FLOW	I-42562	211 5355-311	OFFICE SUPPLI:	UTILITY BILLS	088909	1,340.49

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 355 ACCOUNTING &amp; COLLECTION

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000550	ALEXANDERS AUTO PARTS	I-200705310718	211 5355-318	VEHICLE PARTS:	SWITCH	088865	7.95
01-000720	CARDMEMBER SERVICE	I-1355	211 5355-815	POSTAGE METER:	POSTAGE UPDATE	088860	79.69
01-003095	CARQUEST AUTO PARTS	I-200705160530	211 5355-318	VEHICLE PARTS:	PLUG WIRES, SPARK PLU	088881	67.79
01-009075	CUSD #2 TRANSPORTATION	I-231	211 5355-326	FUEL	: FUEL 4-1/30	088907	2,834.97
01-023800	CONSOLIDATED COMMUNICA	I-200705310717	211 5355-532	TELEPHONE	: 235-5483	088901	195.83
01-033000	UNITED STATES POSTAL S	I-200705150506	211 5355-531	POSTAGE	: UTILITY BILLS	088774	1,500.00
01-033000	UNITED STATES POSTAL S	I-200705150506	211 5355-531	POSTAGE	: 3 ROLLS .26 STAMPS	088774	78.00
01-033000	UNITED STATES POSTAL S	I-200705150506	211 5355-531	POSTAGE	: .02 STAMPS	088774	5.00
01-035266	MIDWEST METER INC	I-84655	211 5355-730	IMPROVEMENTS	: METERS	088959	408.00
01-040476	SCHAEFFER MFG CO	I-383346BL	211 5355-326	FUEL	: OIL, GREASE	088982	573.45
01-046600	WARNER'S OFFICE EQUIPM	I-0-50766	211 5355-311	OFFICE SUPPLI:	RIBBONS	089005	14.85
01-049003	XEROX CORPORATION	I-025085603	211 5355-814	PRINTING/COPY:	COPIER FWH-005370	089012	642.38
						DEPARTMENT 355 ACCOUNTING & COLLECTION TOTAL:	7,897.60
01-001070	AMERENCIPS	I-200705300617	211 5356-321	NATURAL GAS &:	S 12TH ST	088832	27.99
01-001707	MIKE JOHNSON	I-200705300631	211 5356-562	TRAVEL & TRAI:	REIMB CDL	088844	50.00
01-008200	COLES CO REGIONAL PLAN	I-3565	211 5356-511	PLANNING & DE:	MARCH 07 GIS BILLING	088895	4,551.59
						DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:	4,629.58
01-017403	FIRST MID-IL BANK & TR	I-200705300630	211 5714-817	2003 WATERWOR:	2003 REFUNDING BOND-	088841	74,302.50
						DEPARTMENT 714 DEBT SERVICE TOTAL:	74,302.50
01-024150	IL EPA	I-15	211 5731-817	DEBT SERVICES:	WATER REVOLVING FUND	088771	261,214.61
						DEPARTMENT 731 DEBT SERVICE TOTAL:	261,214.61
						VENDOR SET 211 WATER FUND TOTAL:	503,087.83

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000550	ALEXANDERS AUTO PARTS	I-200706010749	212 5342-318	VEHICLE PARTS: BK CONTROL		088865	26.69
01-001686	ALLIED MUNICIPAL SUPPL	I-4889	212 5342-313	MEDICAL & SAF: DETOUR SIGNS		088866	74.22
01-009093	CONNOR CO	I-S3068943.001	212 5342-364	SEWER LINE RE: SEWER-708 S 17TH		088900	73.65
01-011600	DEBUHR'S SEED STORE	I-19362	212 5342-369	OTHER SEWER M: RAT BAIT		088910	39.92
01-011600	DEBUHR'S SEED STORE	I-20088	212 5342-369	OTHER SEWER M: GRASS SEED		088910	116.22
01-011875	DENNING AUTOMOTIVE	I-200705310702	212 5342-434	REPAIR OF VEH: REPLACE FUEL PUMP		088911	283.66
01-016000	FARM PLAN	I-2830343	212 5342-316	TOOLS & EQUIP: COUPLING		088783	6.38
01-018118	GARDNER EXCAVATING LLC	I-10465	212 5342-460	OTHER PROPRT: REPLACE MANHOLE 12TH		088927	6,200.00
01-020559	HALL SIGNS INC	I-219163	212 5342-313	MEDICAL & SAF: REFLECTOR KITS,DOUBL		088932	195.84
01-021402	CHARLES HEUERMAN TRUCK	I-2282	212 5342-363	BACKFILL & SU: FILLSAND		088888	628.26
01-021402	CHARLES HEUERMAN TRUCK	I-2283	212 5342-363	BACKFILL & SU: FILLSAND		088888	310.10
01-021402	CHARLES HEUERMAN TRUCK	I-2284	212 5342-363	BACKFILL & SU: FILLSAND		088888	592.90
01-030021	L & S SAFETY	I-2007-0483	212 5342-313	MEDICAL & SAF: RUBBER GLOVES		088945	20.28
01-031402	M & M PUMP SUPPLY INC	I-476745	212 5342-364	SEWER LINE RE: RUBBER HOSE COUPLING		088947	86.92
01-035266	MIDWEST METER INC	I-84700	212 5342-364	SEWER LINE RE: COUPLER,VALVES,ELBOW		088959	1,833.31
01-043522	STAPLES CREDIT PLAN	I-5878	212 5342-369	OTHER SEWER M: VIDEOS		088858	23.97
DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL:							10,512.32
01-001470	DOOR SPECIALTY	I-19601	212 5343-432	REPAIR OF STR: INSTALL OVERHEAD DOO		088916	2,575.00
01-001630	INTEGRYS ENERGY SERVIC	I-9942510-1	212 5343-321	NATURAL GAS &: 28TH LIFT STA		088791	47.58
01-001630	INTEGRYS ENERGY SERVIC	I-9961308-1	212 5343-321	NATURAL GAS &: N 45 LIFT STA		088791	87.35
01-001630	INTEGRYS ENERGY SERVIC	I-9961311-1	212 5343-321	NATURAL GAS &: WILLOWSHIRE SEWAGE		088791	52.34
01-001630	INTEGRYS ENERGY SERVIC	I-9961314-1	212 5343-321	NATURAL GAS &: FAIRFIELD LIFT STA		088791	14.27
01-001630	INTEGRYS ENERGY SERVIC	I-9968540-1	212 5343-321	NATURAL GAS &: RILEY CREEK SEWER		088791	1,288.32
01-001630	INTEGRYS ENERGY SERVIC	I-9968542-1	212 5343-321	NATURAL GAS &: LOGAN/SHELBY SEWAGE		088791	14.52
01-001701	A AND R SERVICES, INC.	I-200705160518	212 5343-433	REPAIR OF MAC: REPLACE FITTING AT L		088864	2,774.19
01-002956	BASHAM'S REPAIR SERVIC	I-200705160517	212 5343-433	REPAIR OF MAC: REPAIR LIFT STA GENE		088871	128.00
01-008600	COLES MOULTRIE ELECTRI	I-200705180608	212 5343-322	ELECTRICITY (: GOLDEN VALLEY SEWER		088787	113.60

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 343 SEWER LIFT STATIONS

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008600	COLES MOULTRIE ELECTRI	I-200705180609	212 5343-322	ELECTRICITY (: SBLHC LIFT STA		088787	203.55
01-008600	COLES MOULTRIE ELECTRI	I-200705180610	212 5343-322	ELECTRICITY (: BUXTON LIFT STA		088787	53.91
01-008600	COLES MOULTRIE ELECTRI	I-200705180611	212 5343-322	ELECTRICITY (: LLC LIFT STA		088787	101.13
01-045505	VANDEVANTER ENGINEERIN	I-1117831	212 5343-433	REPAIR OF MAC: REPROGRAM PLC	SLUDGE	089000	190.20
DEPARTMENT 343 SEWER LIFT STATIONS						TOTAL:	7,643.96
01-001237	MIKE NICHOLS	I-200705300646	212 5344-340	BOOKS & PERIO: TUITION REIMBURSEMEN		088847	359.50
01-001556	SIEMENS WATER TECHNOLO	I-SLSD1676	212 5344-439	OTHER REPAIR : STAINLESS STEEL SCRE		088986	17,154.20
01-001621	BIG LOTS	I-51593	212 5344-316	TOOLS & EQUIP: ROPE,BATTERIES,SPLEN		088875	32.60
01-001630	INTEGRYS ENERGY SERVIC	I-9975525-1	212 5344-321	NATURAL GAS &: WASTEWATER TREATMENT		088791	23,678.57
01-001710	TREMCO	I-91577403	212 5344-432	REPAIR OF STR: PRIMARY DIGESTOR REP		088996	15,981.00
01-006780	CLARK DIETZ INC	I-41619	212 5344-730	IMPROVEMENTS : WWTP AUTOMATION		088890	3,183.99
	PROJ: 146-502	WWTP AUTOM & MCC REPL	CONSTRUCTION PHASE				
01-007090	CM WALKER TRUCKING INC	I-200705310709	212 5344-460	OTHER PROPERT: SLUDGE HAULING 4-30/		088891	2,072.00
01-007090	CM WALKER TRUCKING INC	I-52407	212 5344-460	OTHER PROPERT: SLUDGE HAULING 5-7/1		088891	3,082.00
01-009000	COMMERCIAL ELECTRIC	I-200705310696	212 5344-730	IMPROVEMENTS : WWTP AUTOMATION		088898	223,828.62
	PROJ: 146-700	WWTP AUTOM & MCC REPL	Property (Capital Assets)				
01-014119	DURKIN EQUIPMENT CO	I-STL004796	212 5344-366	PLANT MTCE & : RED PENS		088917	110.00
01-016000	FARM PLAN	I-0169915	212 5344-318	VEHICLE PARTS: VEHICLE PARTS		088779	4.49
01-016000	FARM PLAN	I-2823715	212 5344-316	TOOLS & EQUIP: FUEL TANK & PUMP		088779	497.16
01-016000	FARM PLAN	I-2835565	212 5344-316	TOOLS & EQUIP: TROUBLE LIGHT,TIDE,C		088779	65.23
01-016000	FARM PLAN	I-2838465	212 5344-366	PLANT MTCE & : TAPE,WIRE CUP,PAINT		088779	56.61
01-016000	FARM PLAN	I-2842609	212 5344-316	TOOLS & EQUIP: KEY		088779	3.58
01-016000	FARM PLAN	I-2843365	212 5344-366	PLANT MTCE & : LIGHT BULBS		088779	27.12
01-016000	FARM PLAN	I-2848588	212 5344-366	PLANT MTCE & : PAINT		088779	8.96
01-017000	FIRE EQUIPMENT SERVICE	I-73151	212 5344-439	OTHER REPAIR : EXTINGUISHER MNTCE		088924	44.70
01-017425	FISHER SCIENTIFIC	I-0250447	212 5344-319	MISCELLANEOUS: LAB SUPPLIES		088925	365.19
01-023500	MOTION INDUSTRIES	I-IL64-790707	212 5344-316	TOOLS & EQUIP: BELTS ON BO		088963	174.57
01-023500	MOTION INDUSTRIES	I-IL64-790862	212 5344-366	PLANT MTCE & : BELTS		088963	50.12
01-023800	CONSOLIDATED COMMUNICA	I-200705150511	212 5344-532	TELEPHONE : 101-0475		088769	88.10

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-023800	CONSOLIDATED COMMUNICA	I-200705170536	212 5344-532	TELEPHONE	: 234-2737	088778	37.76	
01-023800	CONSOLIDATED COMMUNICA	I-200705170537	212 5344-532	TELEPHONE	: 234-6828	088778	63.00	
01-025600	IL MO PRODUCTS COMPANY	I-200705160527	212 5344-440	RENTALS	: CYLINDER RENTAL	088937	30.32	
01-027795	JT MUFFLER	I-200705310697	212 5344-434	REPAIR OF VEH:	MUFFLER REPAIRS	088941	55.95	
01-030021	L & S SAFETY	I-2007-0456	212 5344-313	MEDICAL & SAF:	GLOVES,DUST MASKS,FA	088945	161.50	
01-031402	M & M PUMP SUPPLY INC	I-475506	212 5344-316	TOOLS & EQUIP:	CAM & GROOVE FITTING	088947	85.96	
01-031402	M & M PUMP SUPPLY INC	I-476042	212 5344-366	PLANT MTCE &	: CLAMPS,ELBOWS,TEE	088947	148.94	
01-043371	SPRINGFIELD ELECTRIC	I-S2005600.001	212 5344-319	MISCELLANEOUS:	BULBS	088989	49.32	
01-043371	SPRINGFIELD ELECTRIC	I-S2019716.001	212 5344-366	PLANT MTCE &	: ELECTRICAL PARTS	088989	114.79	
01-043371	SPRINGFIELD ELECTRIC	I-S2023162.001	212 5344-366	PLANT MTCE &	: WATERTITE HUB	088989	9.48	
01-046615	WATTS COPY SYSTEMS	I-348361	212 5344-814	COPY MACHINE	: COPIER 4-5/5-4	089007	80.15	
DEPARTMENT 344 WASTEWATER TREATMNT PLANT							TOTAL:	291,705.48
01-000550	ALEXANDERS AUTO PARTS	I-200705310718	212 5345-318	VEHICLE PARTS:	SWITCH	088865	7.95	
01-000720	CARDMEMBER SERVICE	I-1355	212 5345-815	POSTAGE METER:	POSTAGE UPDATE	088860	79.69	
01-009075	CUSD #2 TRANSPORTATION	I-231	212 5345-326	FUEL	: FUEL 4-1/30	088907	2,834.97	
01-035266	MIDWEST METER INC	I-84655	212 5345-730	IMPROVEMENTS	: METERS	088959	408.00	
01-040476	SCHAEFFER MFG CO	I-383346BL	212 5345-326	FUEL	: OIL,GREASE	088982	573.45	
01-046600	WARNER'S OFFICE EQUIPM	I-0-50766	212 5345-311	OFFICE SUPPLI:	RIBBONS	089005	14.85	
01-049003	XEROX CORPORATION	I-024671121	212 5345-814	PRINT COPY MA:	COPIER FWH-005370	089012	203.33	
DEPARTMENT 345 ACCOUNTING & COLLECTION							TOTAL:	4,122.24
01-006780	CLARK DIETZ INC	I-41573	212 5346-511	PLANNING & DE:	SEWER NEED STUDY	088890	261.90	
01-020830	CHRIS HARTBANK	I-200705170583	212 5346-533	CELLULAR PHON:	REIMB MOBILE 3-07	088933	50.00	
01-028977	JULIE INC	I-02-07-0939	212 5346-579	MISC OTHER PU:	FEB 07 MESSAGES	088942	70.30	
01-028977	JULIE INC	I-04-07-0941	212 5346-579	MISC OTHER PU:	APRIL 07 MESSAGES	088942	184.50	
DEPARTMENT 346 ADMINISTRATIVE & GENERAL							TOTAL:	566.70
VENDOR SET 212 SEWER FUND						TOTAL:	314,550.70	

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200705150502	213 5361-321	NATURAL GAS &	917 N 22ND	088766	67.31
01-001070	AMERENCIPS	I-200705180586	213 5361-321	NATURAL GAS &	917 N 22ND	088785	27.21
01-003206	BIRKEYS	I-T51096	213 5361-319	MISCELLANEOUS:	TRIMMER LINE	088878	265.25
01-040250	MATTOON FARM PRIDE	I-CM10582	213 5361-316	TOOLS & EQUIP:	MOWER REPAIRS	088951	325.13
DEPARTMENT 361 MAINTENANCE & OPERATIONS TOTAL:							684.90
VENDOR SET 213 CEMETERY FUND TOTAL:							684.90
REPORT GRAND TOTAL:							941,130.44

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2007-2008	110-5110-532	TELEPHONE	42.23	600	557.77		
	110-5120-311	OFFICE SUPPLIES	129.72	5,000	4,870.28		
	110-5120-519	OTHER PROFESSIONAL SERVICE	280.00	11,000	10,720.00		
	110-5120-532	TELEPHONE	216.59	3,500	3,283.41		
	110-5120-802	HUNTING/FISHING LIC. FEE R	42.25	1,500	1,391.00		
	110-5120-814	PRINT/COPY MACH. LEASE & M	103.02	5,000	4,662.96		
	110-5130-561	BUSINESS MEETING EXPENSE	441.62	900	458.38		
	110-5130-562	TRAVEL & TRAINING	76.94	2,000	1,923.06		
	110-5130-564	PRIVATE VEHICLE EXP REIMB	160.25	2,000	1,703.95		
	110-5130-571	DUES & MEMBERSHIPS	209.45	1,000	760.55		
	110-5150-532	TELEPHONE	98.60	750	651.40		
	110-5160-319	MISC. SUPPLIES (NUISANCE E	162.09	1,000	837.91		
	110-5160-340	BOOKS & PERIODICALS	685.88	4,250	3,564.12		
	110-5160-519	OTHER PROFESSIONAL SERVICE	39.00	6,000	5,961.00		
	110-5160-571	DUES & MEMBERSHIPS	255.00	1,000	745.00		
	110-5160-579	OTHER PURCHASED SERVICES	604.95	6,000	5,264.37		
	110-5170-340	BOOKS & PERIODICALS	37.79	500	462.21		
	110-5170-851	WIDE AREA NETWORK SERVERS	447.25	15,000	14,552.75		
	110-5170-852	NETWORK SECURITY SYSTEMS	35.98	5,000	4,964.02		
	110-5170-854	WIDE AREA NETWORK WIRING A	88.10	2,160	1,983.80		
	110-5180-511	PLANNING & DESIGN SERVICES	593.90	5,000	4,406.10		
	110-5190-579	MISC OTHER PURCHASED SERVI	100.00	20,000	19,784.00		
	110-5211-311	OFFICE SUPPLIES	156.38	3,600	3,443.62		
	110-5211-319	MISCELLANEOUS SUPPLIES	558.30	3,000	2,374.03		
	110-5211-522	NOTARY FEES	30.00	700	633.24		
	110-5211-531	POSTAGE	140.00	2,500	2,338.84		
	110-5213-319	MISCELLANEOUS SUPPLIES	41.24	8,000	7,695.13		
	110-5221-562	TRAVEL & TRAINING	9,142.55	21,000	11,641.95		
	110-5222-532	TELEPHONE	175.02	30,000	27,926.96		
	110-5222-533	CELLULAR PHONE	574.03	7,000	5,857.53		
	110-5222-534	PAGERS	137.52	1,800	1,662.48		
	110-5222-539	MISC COMMUNICATION CHGS	42.99	100	57.01		
	110-5223-318	VEHICLE PARTS	105.33	3,000	2,065.62		
	110-5223-319	MISCELLANEOUS SUPPLIES	267.92	800	532.08		
	110-5223-326	FUEL	4,322.40	55,000	50,512.60		
	110-5223-434	REPAIR OF VEHICLES	1,071.70	18,000	16,781.82		
	110-5224-312	CLEANING SUPPLIES	71.50	2,000	1,725.21		
	110-5224-322	ELECTRICITY	80.33	1,000	919.67		
	110-5224-410	UTILITY SERVICES	169.07	2,300	1,939.53		
	110-5224-432	REPAIR OF BUILDINGS	197.79	20,000	18,889.41		
	110-5241-311	OFFICE SUPPLIES	121.49	2,300	2,178.51		
	110-5241-312	CLEANING SUPPLIES	275.37	3,500	3,144.01		
	110-5241-315	UNIFORMS & CLOTHING	462.03	23,500	22,923.13		
	110-5241-316	TOOLS & EQUIPMENT	754.33	2,000	114.55		
	110-5241-318	VEHICLE PARTS	37.17	6,000	5,962.83		
	110-5241-319	MISCELLANEOUS SUPPLIES	9.90	7,500	7,225.53		
	110-5241-321	NATURAL GAS & ELECTRIC	386.15	12,500	11,705.96		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	110-5241-326	FUEL	1,644.66	17,000	15,355.34		
	110-5241-432	REPAIR OF BUILDINGS	1,421.38	3,000	1,578.62		
	110-5241-433	REPAIR OF MACHINERY	3,601.61	1,000	2,601.61-	Y	
	110-5241-434	REPAIR OF VEHICLES	3,863.71	8,000	3,245.72		
	110-5241-460	OTHER PROP MAINT SERVICES	719.64	7,000	6,185.94		
	110-5241-532	TELEPHONE	232.43	5,000	4,509.49		
	110-5241-533	CELLULAR PHONE	134.02	3,600	3,365.98		
	110-5241-535	RADIOS	338.05	5,700	5,361.95		
	110-5241-562	TRAVEL & TRAINING	2,281.27	18,000	15,122.23		
	110-5241-579	MISC OTHER PURCHASED SERVI	49.95	8,000	7,950.05		
	110-5261-319	MISCELLANEOUS SUPPLIES	36.55	200	160.66		
	110-5261-340	BOOKS & PERIODICALS	171.00	400	229.00		
	110-5261-532	TELEPHONE	236.66	3,000	2,763.34		
	110-5261-562	TRAVEL & TRAINING	215.24	3,000	2,784.76		
	110-5310-562	TRAVEL & TRAINING	80.90	1,000	919.10		
	110-5310-564	PRIVATE VEHICLE EXP REIMB	92.89	0	105.50-	Y	
	110-5320-312	CLEANING SUPPLIES	8.31	1,500	1,034.19		
	110-5320-313	MEDICAL & SAFETY SUPPLIES	484.14	1,500	680.64		
	110-5320-318	VEHICLE PARTS	223.32	30,000	28,703.29		
	110-5320-319	MISCELLANEOUS SUPPLIES	521.01	5,000	4,284.11		
	110-5320-326	FUEL	3,408.44	45,000	41,577.26		
	110-5320-359	OTHER STREET MAINT SUPPLIE	584.82	17,000	15,587.20		
	110-5320-410	UTILITY SERVICES	60.63	1,000	939.37		
	110-5320-433	REPAIR OF MACHINERY	2,636.24	15,000	12,363.76		
	110-5320-434	REPAIR OF VEHICLES	167.62	10,000	9,819.38		
	110-5320-440	RENTALS	632.50	2,900	2,222.50		
	110-5320-532	TELEPHONE	336.74	4,500	4,075.16		
	110-5320-533	CELLULAR PHONE	900.65	900	0.65-	Y	
	110-5320-562	TRAVEL & TRAINING	144.64	4,500	4,087.88		
	110-5320-741	MACHINERY	18,134.00	50,000	31,866.00		
	110-5326-321	NATURAL GAS & ELECTRIC (CI	74.64	130,000	116,795.98		
	110-5326-322	ELECTRIC	291.29	7,000	6,708.71		
	110-5334-314	CHEMICALS	631.38	1,000	368.62		
	110-5335-410	UTILITY SERVICES	31.67	500	468.33		
	110-5335-421	DISPOSAL SERVICES	6,490.00	45,000	38,510.00		
	110-5381-316	TOOLS & EQUIPMENT	18.56	500	481.44		
	110-5381-534	PAGERS	11.30	150	138.70		
	110-5383-410	UTILITY SERVICES	31.69	500	468.31		
	110-5384-319	MISCELLANEOUS SUPPLIES	22.56	1,000	977.44		
	110-5511-433	REPAIR OF MACHINERY	321.97	7,000	6,533.80		
	110-5512-802	HUNTING/FISHING REMITTANCE	2,396.00	5,000	883.25		
	110-5512-803	SALES TAX REMITTANCE	329.00	4,000	3,671.00		
	110-5521-410	UTILITY SERVICES	26.87	900	873.13		
	110-5521-436	PEST CONTROL SERVICES	50.00	300	250.00		
	110-5541-319	MISCELLANEOUS SUPPLIES	1,462.71	2,000	2,713.25-	Y	
	110-5541-410	UTILITY SERVICES	147.45	10,000	9,824.64		
	110-5541-424	LAWN CARE	107.50	1,500	1,392.50		
	110-5541-436	PEST CONTROL SERVICES	50.00	100	50.00		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	110-5541-440	RENTALS	720.00	1,500	780.00		
	110-5542-410	UTILITY SERVICES	54.52	1,000	945.48		
	110-5542-424	LAWN CARE	107.00	950	843.00		
	110-5544-321	NATURAL GAS & ELECTRIC (CI	38.52	300	261.48		
	110-5551-410	UTILITY SERVICES	405.43	2,000	1,594.57		
	110-5551-424	LAWN CARE	107.50	5,100	4,992.50		
	110-5552-321	NATURAL GAS & ELECTRIC (CI	57.14	4,500	4,442.86		
	110-5552-410	UTILITY SERVICES	100.32	3,200	3,099.68		
	110-5552-424	LAWN CARE	398.39	1,000	601.61		
	110-5553-424	LAWN CARE	286.50	3,000	2,713.50		
	110-5556-321	NATURAL GAS & ELECTRIC	29.22	3,500	3,470.78		
	110-5563-317	CONCESSION & SOUVENIR SUPP	1,249.20	28,000	23,116.62		
	110-5563-576	SECURITY SERVICES	57.66	800	697.34		
	110-5651-519	OTHER PROFESSIONAL SERVICE	50.00	185,000	184,950.00		
	110-5652-511	SOUTH RT45 BUSINESS DISTRI	154.56	0	154.56-	Y	
	122-5653-311	OFFICE SUPPLIES	42.81	2,000	1,957.19		
	122-5653-321	NATURAL GAS & ELECTRIC (CI	23.78	2,500	2,402.70		
	122-5653-322	ELECTRICITY (COLES MOULTRI	27.04	700	672.96		
	122-5653-532	TELEPHONE	225.12	3,500	3,274.88		
	122-5653-540	ADVERTISING	850.00	19,000	14,656.00		
	122-5653-561	BUSINESS MEETING EXPENSE	61.07	1,500	1,427.94		
	122-5653-562	TRAVEL & TRAINING	667.92	2,500	1,832.08		
	122-5653-571	DUES & MEMBERSHIPS	49.00	1,000	951.00		
	122-5653-572	COMMUNITY PROMOTION & RELA	185.58	1,000	814.42		
	122-5653-825	TOURISM GRANTS	2,000.00	70,000	63,000.00		
	123-5584-540	ADVERTISING	359.00	15,000	14,641.00		
	123-5584-832	BEER TENT	3,759.00	12,000	8,241.00		
	125-5150-519	OTHER PROFESSIONAL SERVICE	225.00	23,750	23,525.00		
	125-5150-523	PROPERTY & CASUALTY INSURA	129.00	262,117	261,988.00		
	130-5385-720	CULTURE AND RECREATION	12,098.00	189,000	176,902.00		
	130-5608-577	YMCA LAND ACQUISITION	18,250.00	0	18,250.00-	Y	
	211-5351-321	NATURAL GAS & ELECTRIC	129.70	500	239.59		
	211-5351-322	ELECTRICITY	4.90	100	95.10		
	211-5351-460	OTHER PROPERTY MAINT. SVCS	261.00	100	161.00-	Y	
	211-5351-524	WATER RESERVOIR DAM INSURA	3,425.00	3,500	75.00		
	211-5352-730	IMPROVEMNTS OTHER THAN BUI	106,088.01	555,700	448,534.65		
	211-5353-311	OFFICE SUPPLIES	25.96	1,800	1,774.04		
	211-5353-314	CHEMICALS	29,650.48	180,000	145,313.85		
	211-5353-318	VEHICLE PARTS	58.51	500	441.49		
	211-5353-319	MISCELLANEOUS SUPPLIES	2,179.99	12,500	10,320.01		
	211-5353-322	ELECTRICITY	3,636.89	55,000	51,363.11		
	211-5353-377	PLANT EQUIPMENT	323.75	7,500	7,176.25		
	211-5353-379	OTHER WATER MNTCE MATERIAL	15.83	500	484.17		
	211-5353-432	REPAIR OF STRUCTURES	4,000.00	20,000	14,800.00		
	211-5353-435	ELEVATOR SERVICE AGREEMENT	368.60	2,000	1,631.40		
	211-5353-460	OTHER PROPERTY MAINT. SERV	141.08	3,000	2,858.92		
	211-5353-519	OTHER PROFESSIONAL SERVICE	525.00	7,000	6,475.00		
	211-5353-531	POSTAGE	46.17	250	203.83		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	211-5353-579	MISC OTHER PURCHASED SERVI	120.00	1,000	880.00		
	211-5354-313	MEDICAL & SAFETY SUPPLIES	334.07	1,000	330.71		
	211-5354-316	TOOLS & EQUIPMENT	215.80	4,000	3,784.20		
	211-5354-318	VEHICLE PARTS	9.66	2,000	1,990.34		
	211-5354-321	NATURAL GAS & ELECTRIC	811.60	55,000	53,025.10		
	211-5354-322	ELECTRICITY	123.76	2,000	1,876.24		
	211-5354-323	BOTTLED GAS	384.83	500	115.17		
	211-5354-379	OTHER WATER MAINT. MATERIA	122.84	8,000	7,804.80		
	211-5354-433	REPAIR OF MACHINERY	598.95	2,000	1,401.05		
	211-5354-434	REPAIR OF VEHICLES	427.51	2,000	1,572.49		
	211-5354-439	OTHER REPAIR & MAINT. SERV	86.50	4,000	3,913.50		
	211-5354-730	IMPROVEMENTS OTHER THAN BL	927.15	317,357	316,336.92		
	211-5355-311	OFFICE SUPPLIES	1,355.34	5,300	3,887.82		
	211-5355-318	VEHICLE PARTS	75.74	500	424.26		
	211-5355-326	FUEL	3,408.42	16,000	12,591.58		
	211-5355-531	POSTAGE	1,732.20	13,000	11,187.80		
	211-5355-532	TELEPHONE	195.83	1,450	1,254.17		
	211-5355-730	IMPROVEMENTS OTHER THAN BL	408.00	50,000	49,244.50		
	211-5355-814	PRINTING/COPY MACH LEASE/M	642.38	2,300	1,657.62		
	211-5355-815	POSTAGE METER LEASE & MAIN	79.69	1,000	920.31		
	211-5356-321	NATURAL GAS & ELECTRIC	27.99	11,000	9,981.32		
	211-5356-511	PLANNING & DESIGN SERVICES	4,551.59	3,000	1,551.59-	Y	
	211-5356-562	TRAVEL & TRAINING	50.00	3,000	2,950.00		
	211-5714-817	2003 WATERWORKS REFUNDING	74,302.50	586,355	512,052.50		
	211-5731-817	DEBT SERVICES	261,214.61	522,429	261,214.39		
	212-5342-313	MEDICAL & SAFETY SUPPLIES	290.34	500	125.56-	Y	
	212-5342-316	TOOLS & EQUIPMENT	6.38	2,000	1,993.62		
	212-5342-318	VEHICLE PARTS	26.69	6,500	6,495.08		
	212-5342-363	BACKFILL & SURFACE MATERIA	1,531.26	10,000	6,130.16		
	212-5342-364	SEWER LINE REPAIR MATERIAL	1,993.88	10,000	7,251.39		
	212-5342-369	OTHER SEWER MTCE SUPPLIES	180.11	10,000	9,819.89		
	212-5342-434	REPAIR OF VEHICLES	283.66	2,000	1,716.34		
	212-5342-460	OTHER PROPERTY MTCE SERVIC	6,200.00	500	5,700.00-	Y	
	212-5343-321	NATURAL GAS & ELECTRIC (AM	1,504.38	17,000	14,812.84		
	212-5343-322	ELECTRICITY (COLES-MOULTRI	472.19	7,000	6,527.81		
	212-5343-432	REPAIR OF STRUCTURES	2,575.00	1,000	1,575.00-	Y	
	212-5343-433	REPAIR OF MACHINERY	3,092.39	8,000	4,907.61		
	212-5344-313	MEDICAL & SAFETY SUPPLIES	161.50	1,500	1,338.50		
	212-5344-316	TOOLS & EQUIPMENT	859.10	10,000	7,130.93		
	212-5344-318	VEHICLE PARTS	4.49	1,500	1,476.22		
	212-5344-319	MISCELLANEOUS SUPPLIES	414.51	20,000	19,474.37		
	212-5344-321	NATURAL GAS & ELECTRIC (AM	23,678.57	350,000	316,744.29		
	212-5344-340	BOOKS & PERIODICALS	359.50	500	140.50		
	212-5344-366	PLANT MTCE & REPAIR MATERI	526.02	42,000	39,275.56		
	212-5344-432	REPAIR OF STRUCTURES	15,981.00	44,000	28,019.00		
	212-5344-434	REPAIR OF VEHICLES	55.95	1,000	916.05		
	212-5344-439	OTHER REPAIR & MNTCE SERVI	17,198.90	25,000	6,256.10		
	212-5344-440	RENTALS	30.32	2,000	1,969.68		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	212-5344-460	OTHER PROPERTY MTCE SERVIC	5,154.00	50,000	44,700.49		
	212-5344-532	TELEPHONE	188.86	2,500	1,880.28		
	212-5344-730	IMPROVEMENTS OTHER THAN BL	227,012.61	810,000	582,987.39		
	212-5344-814	COPY MACHINE	80.15	1,000	919.85		
	212-5345-311	OFFICE SUPPLIES	14.85	5,300	5,228.31		
	212-5345-318	VEHICLE PARTS	7.95	600	592.05		
	212-5345-326	FUEL	3,408.42	16,000	12,591.58		
	212-5345-730	IMPROVEMENTS OTHER THAN BL	408.00	50,000	49,244.50		
	212-5345-814	PRINT COPY MACHINE LEASE &	203.33	2,200	1,996.67		
	212-5345-815	POSTAGE METER LEASE & MTCE	79.69	1,000	920.31		
	212-5346-511	PLANNING & DESIGN SERVICES	261.90	2,000	1,738.10		
	212-5346-533	CELLULAR PHONE	50.00	2,700	2,650.00		
	212-5346-579	MISC OTHER PURCHASED SERVI	254.80	1,000	745.20		
	213-5361-316	TOOLS & EQUIPMENT	325.13	3,000	2,114.89		
	213-5361-319	MISCELLANEOUS SUPPLIES	265.25	4,500	4,091.46		
	213-5361-321	NATURAL GAS & ELECTRIC	94.52	1,800	1,705.48		
		TOTAL:	941,130.44				

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
110-110	CITY COUNCIL	42.23
110-120	CITY CLERK	771.58
110-130	CITY ADMINISTRATOR	888.26
110-150	FINANCIAL ADMINISTRATION	98.60
110-160	LEGAL SERVICES	1,746.92
110-170	COMPUTER INFO SYSTEMS	609.12
110-180	PLANNING & ZONING	593.90
110-190	COUNCIL CONTINGENCY	100.00
110-211	POLICE ADMINISTRATION	884.68
110-213	PATROL	41.24
110-221	POLICE TRAINING	9,142.55
110-222	COMMUNICATION SERVICES	929.56
110-223	AUTOMOTIVE SERVICES	5,767.35
110-224	POLICE BUILDINGS	518.69
110-241	FIRE PROTECTION ADMIN.	16,333.16
110-261	CODE ENFORCEMENT ADMIN	659.45
110-310	PUBLIC WORKS ADMIN	173.79
110-320	STREETS	28,243.06
110-326	STREET LIGHTING	365.93
110-334	WEED CONTROL	631.38
110-335	YARD WASTE COLLECTION	6,521.67
110-381	CUSTODIAL SERVICES	29.86

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

ACCT	NAME	AMOUNT
110-383	BURGESS OSBORNE	31.69
110-384	RAILROAD DEPOT	22.56
110-511	PARK ADMINISTRATION	321.97
110-512	LAKE ADMINISTRATION	2,725.00
110-521	DEMARS CENTER	76.87
110-541	PETERSON PARK	2,487.66
110-542	LAWSON PARK	161.52
110-544	CUNNINGHAM PARK	38.52
110-551	BOYS COMPLEX	512.93
110-552	GIRLS COMPLEX	555.85
110-553	JR FOOTBALL COMPLEX	286.50
110-556	T-BALL COMPLEX	29.22
110-563	MARINA AREA	1,306.86
110-651	ECONOMIC DEVELOPMENT	50.00
110-652	SOUTH RT45 BUSINESS DISTR	154.56
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110 TOTAL	GENERAL FUND	83,854.69
122-653	HOTEL TAX ADMINISTRATION	4,132.32
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122 TOTAL	HOTEL TAX FUND	4,132.32
123-584	BAGELFEST	4,118.00
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123 TOTAL	FESTIVAL MGMT FUND	4,118.00
125-150	FINANCIAL ADMINISTRATION	354.00
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125 TOTAL	INSURANCE & TORT JDGMNT	354.00
130-385	CULTURE & RECREATION	12,098.00
130-608	YMCA LAND ACQUISITION	18,250.00
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130 TOTAL	CAPITAL PROJECT FUND	30,348.00
211-351	RESERVOIRS & WTR SOURCES	3,820.60
211-352	RESTRICTED RELIANT EXPS	106,088.01
211-353	WATER TREATMENT PLANT	41,092.26
211-354	WATER DISTRIBUTION	4,042.67
211-355	ACCOUNTING & COLLECTION	7,897.60
211-356	ADMINISTRATIVE & GENERAL	4,629.58
211-714	DEBT SERVICE	74,302.50
211-731	DEBT SERVICE	261,214.61
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211 TOTAL	WATER FUND	503,087.83
212-342	SEWER COLLECTION SYSTEM	10,512.32
212-343	SEWER LIFT STATIONS	7,643.96
212-344	WASTEWATER TREATMNT PLANT	291,705.48
212-345	ACCOUNTING & COLLECTION	4,122.24

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

ACCT	NAME	AMOUNT
212-346	ADMINISTRATIVE & GENERAL	566.70
-----		
212 TOTAL	SEWER FUND	314,550.70
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213-361	MAINTENANCE & OPERATIONS	684.90
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213 TOTAL	CEMETERY FUND	684.90
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** TOTAL **		941,130.44

## \*\*\* PROJECT TOTALS \*\*\*

PROJECT	LINE ITEM	AMOUNT
127 LAKE PARADISE CLEAN LAKES	500 OTHER PURCHASED SERVICES	29,618.76
	502 ENGINEERING - (CONSTR. PHASE)	76,469.25
	** PROJECT 127 TOTAL **	106,088.01
146 WWTP AUTOM & MCC REPL	502 CONSTRUCTION PHASE	3,183.99
	700 Property (Capital Assets)	223,828.62
	** PROJECT 146 TOTAL **	227,012.61
150 LAWSON TEN/ PET REFURC	500 Other Purchased Services	12,098.00
	** PROJECT 150 TOTAL **	12,098.00

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: PCBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 413 MEDICAL CLAIMS

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000250	CARLE CLINIC ASSOC	I-200705170550	221 5413-211	MEDICAL CLAIM:	CARLE CLINIC ASSOC	604384	472.03
01-000250	CARLE CLINIC ASSOC	I-200705310659	221 5413-211	MEDICAL CLAIM:	CARLE CLINIC ASSOC	604419	19.82
01-000251	CHRISTIE CLINIC ASSOC	I-200705170554	221 5413-211	MEDICAL CLAIM:	CHRISTIE CLINIC ASSO	604388	26.42
01-000251	CHRISTIE CLINIC ASSOC	I-200705310662	221 5413-211	MEDICAL CLAIM:	CHRISTIE CLINIC ASSO	604422	88.35
01-000252	MARIA HORVAT MD	I-200705170563	221 5413-211	MEDICAL CLAIM:	MARIA HORVAT MD	604397	93.53
01-000252	MARIA HORVAT MD	I-200705310671	221 5413-211	MEDICAL CLAIM:	MARIA HORVAT MD	604431	59.58
01-000252	MARIA HORVAT MD	I-200705310729	221 5413-211	MEDICAL CLAIM:	MARIA HORVAT MD	604451	429.03
01-000253	IN HOME MEDICAL	I-200705170565	221 5413-211	MEDICAL CLAIM:	IN HOME MEDICAL	604399	85.72
01-000254	LAKELAND RADIOLOGISTS	I-200705170567	221 5413-211	MEDICAL CLAIM:	LAKELAND RADIOLOGIST	604401	535.12
01-000254	LAKELAND RADIOLOGISTS	I-200705310673	221 5413-211	MEDICAL CLAIM:	LAKELAND RADIOLOGIST	604433	578.91
01-000254	LAKELAND RADIOLOGISTS	I-200705310731	221 5413-211	MEDICAL CLAIM:	LAKELAND RADIOLOGIST	604453	445.31
01-000255	SARAH BUSH-HEALTH INS	I-200705170574	221 5413-211	MEDICAL CLAIM:	SARAH BUSH-HEALTH IN	604408	12,904.29
01-000255	SARAH BUSH-HEALTH INS	I-200705310679	221 5413-211	MEDICAL CLAIM:	SARAH BUSH-HEALTH IN	604439	3,207.47
01-000255	SARAH BUSH-HEALTH INS	I-200705310737	221 5413-211	MEDICAL CLAIM:	SARAH BUSH-HEALTH IN	604459	6,111.70
01-000256	SBL PHYSICIAN BILLING	I-200705170575	221 5413-211	MEDICAL CLAIM:	SBL PHYSICIAN BILLIN	604409	3,983.79
01-000256	SBL PHYSICIAN BILLING	I-200705310680	221 5413-211	MEDICAL CLAIM:	SBL PHYSICIAN BILLIN	604440	3,029.09
01-000256	SBL PHYSICIAN BILLING	I-200705310738	221 5413-211	MEDICAL CLAIM:	SBL PHYSICIAN BILLIN	604460	4,185.94
01-000262	JAMES WILLIAMS CHIOPR	I-200705310730	221 5413-211	MEDICAL CLAIM:	JAMES WILLIAMS CHIRO	604452	55.76
01-000277	JERRY L BOYD PHD	I-200705170548	221 5413-211	MEDICAL CLAIM:	JERRY L BOYD PHD	604382	64.00
01-000279	ST ANTHONYS MEM HOSP	I-200705170578	221 5413-211	MEDICAL CLAIM:	ST ANTHONYS MEM HOSP	604412	225.85
01-000283	BONUTTI ORTHOPEDIC	I-200705170547	221 5413-211	MEDICAL CLAIM:	BONUTTI ORTHOPEDIC	604381	266.59
01-000283	BONUTTI ORTHOPEDIC	I-200705310657	221 5413-211	MEDICAL CLAIM:	BONUTTI ORTHOPEDIC	604417	16.96
01-000283	BONUTTI ORTHOPEDIC	I-200705310724	221 5413-211	MEDICAL CLAIM:	BONUTTI ORTHOPEDIC	604446	24.11
01-000284	COLES CO MENTAL HEALTH	I-200705310664	221 5413-211	MEDICAL CLAIM:	COLES CO MENTAL HEAL	604424	31.01
01-000285	CARLE FOUNDATION	I-200705170551	221 5413-211	MEDICAL CLAIM:	CARLE FOUNDATION	604385	21.68
01-000286	TERRY A WARD	I-200705310684	221 5413-211	MEDICAL CLAIM:	TERRY A WARD	604444	12.23
01-000286	TERRY A WARD	I-200705310740	221 5413-211	MEDICAL CLAIM:	TERRY A WARD	604462	18.97
01-000294	EFFINGHAM OBSTETRICS	I-200705170559	221 5413-211	MEDICAL CLAIM:	EFFINGHAM OBSTETRICS	604393	27.54
01-000294	EFFINGHAM OBSTETRICS	I-200705310668	221 5413-211	MEDICAL CLAIM:	EFFINGHAM OBSTETRICS	604428	51.94
01-000294	EFFINGHAM OBSTETRICS	I-200705310727	221 5413-211	MEDICAL CLAIM:	EFFINGHAM OBSTETRICS	604449	51.94
01-000296	MARSHALL CLINIC EFFING	I-200705170568	221 5413-211	MEDICAL CLAIM:	MARSHALL CLINIC EFFI	604402	23.31

VENDOR SET: 01 CITY OF MATTOON

BANK: PCBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 413 MEDICAL CLAIMS

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000308	LELAND E MCNEILL MD	I-200705170570	221 5413-211	MEDICAL CLAIM: LELAND E MCNEILL MD	604404	133.10	
01-000308	LELAND E MCNEILL MD	I-200705310675	221 5413-211	MEDICAL CLAIM: LELAND E MCNEILL MD	604435	42.00	
01-000308	LELAND E MCNEILL MD	I-200705310734	221 5413-211	MEDICAL CLAIM: LELAND E MCNEILL MD	604456	139.43	
01-000309	MITCHELL JERDAN AMB SE	I-200705170571	221 5413-211	MEDICAL CLAIM: MITCHELL JERDAN AMB	604405	125.79	
01-000311	UROLOGY ASSOCIATES	I-200705170580	221 5413-211	MEDICAL CLAIM: UROLOGY ASSOCIATES	604414	251.97	
01-000311	UROLOGY ASSOCIATES	I-200705310683	221 5413-211	MEDICAL CLAIM: UROLOGY ASSOCIATES	604443	159.43	
01-000311	UROLOGY ASSOCIATES	I-200705310739	221 5413-211	MEDICAL CLAIM: UROLOGY ASSOCIATES	604461	20.46	
01-000313	HELMS CHIROPRACTIC	I-200705310670	221 5413-211	MEDICAL CLAIM: HELMS CHIROPRACTIC	604430	16.87	
01-000313	HELMS CHIROPRACTIC	I-200705310728	221 5413-211	MEDICAL CLAIM: HELMS CHIROPRACTIC	604450	30.51	
01-000322	WILLIAM HOUSEWORTH MD	I-200705170564	221 5413-211	MEDICAL CLAIM: WILLIAM HOUSEWORTH M	604398	891.29	
01-000325	CARL JOHNSON MD	I-200705310672	221 5413-211	MEDICAL CLAIM: CARL JOHNSON MD	604432	59.58	
01-000326	HARIKRISHNA P PATEL MD	I-200705310677	221 5413-211	MEDICAL CLAIM: HARIKRISHNA P PATEL	604437	56.63	
01-000327	PRAIRIE CARDIOVASCULAR	I-200705170572	221 5413-211	MEDICAL CLAIM: PRAIRIE CARDIOVASCUL	604406	815.87	
01-000328	WILLIAM G SCHUBERT MD	I-200705170576	221 5413-211	MEDICAL CLAIM: WILLIAM G SCHUBERT M	604410	122.06	
01-000330	SUPERIOR MEDICAL EQUIP	I-200705170579	221 5413-211	MEDICAL CLAIM: SUPERIOR MEDICAL EQU	604413	9.85	
01-000330	SUPERIOR MEDICAL EQUIP	I-200705310682	221 5413-211	MEDICAL CLAIM: SUPERIOR MEDICAL EQU	604442	42.90	
01-000334	SIU PHYSICIANS	I-200705170577	221 5413-211	MEDICAL CLAIM: SIU PHYSICIANS	604411	6.61	
01-000344	PROVENA COVENANT	I-200705170573	221 5413-211	MEDICAL CLAIM: PROVENA COVENANT	604407	3.56	
01-000344	PROVENA COVENANT	I-200705310735	221 5413-211	MEDICAL CLAIM: PROVENA COVENANT	604457	847.80	
01-000354	CROSSROADS EMER PHYS L	I-200705170555	221 5413-211	MEDICAL CLAIM: CROSSROADS EMER PHYS	604389	65.45	
01-000354	CROSSROADS EMER PHYS L	I-200705310726	221 5413-211	MEDICAL CLAIM: CROSSROADS EMER PHYS	604448	119.25	
01-000374	REGIONAL FOOT CENTER L	I-200705310678	221 5413-211	MEDICAL CLAIM: REGIONAL FOOT CENTER	604438	103.65	
01-000374	REGIONAL FOOT CENTER L	I-200705310736	221 5413-211	MEDICAL CLAIM: REGIONAL FOOT CENTER	604458	11.26	
01-000381	VA ILLIANA HCS	I-200705170581	221 5413-211	MEDICAL CLAIM: VA ILLIANA HCS	604415	70.70	
01-000471	CANCER CARE SPECIALIST	I-200705310658	221 5413-211	MEDICAL CLAIM: CANCER CARE SPECIALI	604418	8.21	
01-000547	RAMON U CLIMACO MD	I-200705310663	221 5413-211	MEDICAL CLAIM: RAMON U CLIMACO MD	044223	260.58	
01-000569	EFFINGHAM OPHTHALMOLOGY	I-200705170560	221 5413-211	MEDICAL CLAIM: EFFINGHAM OPHTHALMOLO	604394	58.83	
01-000578	CENTRAL IL PHYSICAL TH	I-200705170553	221 5413-211	MEDICAL CLAIM: CENTRAL IL PHYSICAL	604387	65.82	

VENDOR SET: 01 CITY OF MATTOON  
FUND : 221 HEALTH INSURANCE FUND  
DEPARTMENT: 413 MEDICAL CLAIMS  
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
PAY DATE RANGE: 5/16/2007 THRU 5/31/2007  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: PCBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000578	CENTRAL IL PHYSICAL TH	I-200705310661	221 5413-211	MEDICAL CLAIM: CENTRAL IL PHYSICAL	604421	30.40	
01-000578	CENTRAL IL PHYSICAL TH	I-200705310725	221 5413-211	MEDICAL CLAIM: CENTRAL IL PHYSICAL	604447	5.06	
01-000590	BACK TO HEALTH PHYS GR	I-200705170546	221 5413-211	MEDICAL CLAIM: BACK TO HEALTH PHYS	604380	16.87	
01-000593	CROSSROADS ANESTHIA	I-200705310665	221 5413-211	MEDICAL CLAIM: CROSSROADS ANESTHIA	604425	549.00	
01-000690	BASHAR ALZAHABI MD	I-200705170545	221 5413-211	MEDICAL CLAIM: BASHAR ALZAHABI MD	604379	177.45	
01-000692	WU DEPT OF INTERNAL ME	I-200705310741	221 5413-211	MEDICAL CLAIM: WU DEPT OF INTERNAL	604463	266.62	
01-000723	CARLE PHYSICIAN SERVIC	I-200705170552	221 5413-211	MEDICAL CLAIM: CARLE PHYSICIAN SERV	604386	251.52	
01-000723	CARLE PHYSICIAN SERVIC	I-200705310660	221 5413-211	MEDICAL CLAIM: CARLE PHYSICIAN SERV	604420	126.19	
01-000748	MATTOON EYE CENTER	I-200705310733	221 5413-211	MEDICAL CLAIM: MATTOON EYE CENTER	604455	98.32	
01-000750	DESERT CARDIOLOGY CONS	I-200705310666	221 5413-211	MEDICAL CLAIM: DESERT CARDIOLOGY CO	604426	18.43	
01-000852	DMH DBA CIPS ENTA INST	I-200705170557	221 5413-211	MEDICAL CLAIM: DMH DBA CIPS ENTA IN	604391	3.68	
01-001128	JAMES C GRAHAM MD	I-200705170562	221 5413-211	MEDICAL CLAIM: JAMES C GRAHAM MD	604396	40.06	
01-001128	JAMES C GRAHAM MD	I-200705310669	221 5413-211	MEDICAL CLAIM: JAMES C GRAHAM MD	604429	11.26	
01-001140	LOMA LINDA VAMC	I-200705310674	221 5413-211	MEDICAL CLAIM: LOMA LINDA VAMC	604434	18.43	
01-001384	MATTOON DIALYSIS	I-200705170569	221 5413-211	MEDICAL CLAIM: MATTOON DIALYSIS	604403	1,067.60	
01-001384	MATTOON DIALYSIS	I-200705310732	221 5413-211	MEDICAL CLAIM: MATTOON DIALYSIS	604454	10,320.64	
01-001452	DESERT HEMATOLOGY ONCO	I-200705170556	221 5413-211	MEDICAL CLAIM: DESERT HEMATOLOGY ON	604390	24.22	
01-001472	21ST CENTURY ONCOLOGY	I-200705170543	221 5413-211	MEDICAL CLAIM: 21ST CENTURY ONCOLOG	604377	380.05	
01-001564	INFUSYSTEM INC	I-200705170566	221 5413-211	MEDICAL CLAIM: INFUSYSTEM INC	604400	8.99	
01-001636	JOSEPH SOLAN DC	I-200705310681	221 5413-211	MEDICAL CLAIM: JOSEPH SOLAN DC	604441	88.47	
01-001654	ADVANCED GASTRO HEALTH	I-200705170544	221 5413-211	MEDICAL CLAIM: ADVANCED GASTRO HEAL	604378	35.33	
01-001698	MID-ILLINOIS MEDICAL C	I-200705310676	221 5413-211	MEDICAL CLAIM: MID-ILLINOIS MEDICAL	604436	157.25	
01-001703	CAPE RADIOLOGY GROUP	I-200705170549	221 5413-211	MEDICAL CLAIM: CAPE RADIOLOGY GROUP	604383	5.02	
01-001704	ER PHYS MED GRP-NV	I-200705170561	221 5413-211	MEDICAL CLAIM: ER PHYS MED GRP-NV	604395	30.38	
01-050850	DR ZAVERI & ASSCOIATES	I-200705170558	221 5413-211	MEDICAL CLAIM: DR ZAVERI & ASSCOIAT	604392	135.78	
01-050850	DR ZAVERI & ASSCOIATES	I-200705310667	221 5413-211	MEDICAL CLAIM: DR ZAVERI & ASSCOIAT	604427	7.34	
DEPARTMENT 413 MEDICAL CLAIMS						TOTAL:	55,561.81

VENDOR SET: 01 CITY OF MATTOON

BANK: PCBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 414 RX CLAIMS

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000258	CAREMARK INC	I-200705170582	221 5414-211	RX CLAIMS	: CAREMARK INC	604416	6,812.01
01-000258	CAREMARK INC	I-200705310685	221 5414-211	RX CLAIMS	: CAREMARK INC	004445	18,814.64
DEPARTMENT 414 RX CLAIMS						TOTAL:	25,626.65

VENDOR SET 221 HEALTH INSURANCE FUND TOTAL: 81,188.46

REPORT GRAND TOTAL: 81,188.46

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2007-2008	221-5413-211	MEDICAL CLAIMS	55,561.81	1,017,117	879,708.08		
	221-5414-211	RX CLAIMS	25,626.65	466,805	428,967.72		
		TOTAL:	81,188.46				

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
221-413	MEDICAL CLAIMS	55,561.81
221-414	RX CLAIMS	25,626.65
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221 TOTAL	HEALTH INSURANCE FUND	81,188.46
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	** TOTAL **	81,188.46

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL	I-200705310686	221 5412-211	HEALTH PLAN A:	DELTA DENTAL	000000	1,282.50
DEPARTMENT 412 HEALTH PLAN ADMIN						TOTAL:	1,282.50
01-000276	DELTA DENTAL	I-200705160524	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	1,764.20
01-000276	DELTA DENTAL	I-200705310686	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	1,158.90
01-000276	DELTA DENTAL	I-200705310715	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	2,211.95
DEPARTMENT 415 DENTAL CLAIMS						TOTAL:	5,135.05
VENDOR SET 221 HEALTH INSURANCE FUND						TOTAL:	6,417.55
REPORT GRAND TOTAL:							6,417.55

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2007-2008	221-5412-211	HEALTH PLAN ADMINISTRATION	1,282.50	164,892	153,570.97		
	221-5415-211	DENTAL CLAIMS	5,135.05	79,546	72,199.93		
		TOTAL:	6,417.55				

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

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	1,282.50
221-415	DENTAL CLAIMS	5,135.05
221 TOTAL	HEALTH INSURANCE FUND	6,417.55
** TOTAL **		6,417.55

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: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-022400	HOWELL ASPHALT CO	I-3477MB	121 5321-353	BITUMINOUS PA:	HOT MIX	089013	648.00
01-022400	HOWELL ASPHALT CO	I-3478MB	121 5321-353	BITUMINOUS PA:	HOT MIX	089013	378.00
01-022400	HOWELL ASPHALT CO	I-3479MB	121 5321-353	BITUMINOUS PA:	HOT MIX	089013	675.00
01-022400	HOWELL ASPHALT CO	I-3516MB	121 5321-353	BITUMINOUS PA:	COLD MIX	089013	702.00
01-022400	HOWELL ASPHALT CO	I-3517MB	121 5321-353	BITUMINOUS PA:	COLD MIX	089013	366.60
01-022400	HOWELL ASPHALT CO	I-3521MB	121 5321-353	BITUMINOUS PA:	HOX MIX	089013	649.24
01-022400	HOWELL ASPHALT CO	I-3522MB	121 5321-353	BITUMINOUS PA:	HOT MIX	089013	918.00
01-022400	HOWELL ASPHALT CO	I-3523MB	121 5321-353	BITUMINOUS PA:	HOT MIX	089013	761.40
01-045400	UPCHURCH GROUP INC	I-9744	121 5321-730	IMPROVEMENTS :	BITUMINOUS TESTING	089014	760.98
	PROJ: 143-502	2007 LAPP Project		ENGINEERING - CONSTRUCTION			
DEPARTMENT 321 STREETS						TOTAL:	5,859.22
VENDOR SET 121 MOTOR FUEL TAX FUND						TOTAL:	5,859.22
REPORT GRAND TOTAL:							5,859.22

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2007-2008	121-5321-353	BITUMINOUS PATCHING	5,098.24	20,000	12,925.76		
	121-5321-730	IMPROVEMENTS OTHER THAN BL	760.98	345,000	344,230.02		
		TOTAL:	5,859.22				

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

ACCT	NAME	AMOUNT
121-321	STREETS	5,859.22
121 TOTAL	MOTOR FUEL TAX FUND	5,859.22
** TOTAL **		5,859.22

## \*\*\* PROJECT TOTALS \*\*\*

PROJECT	LINE ITEM	AMOUNT
143 2007 LAPP Project	502 ENGINEERING - CONSTRUCTION	760.98
** PROJECT 143 TOTAL **		760.98

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: RLFBN

FUND : 127 REVOLVING LOAN FUND

DEPARTMENT: 652 REVOLVING LOANS

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

PAY DATE RANGE: 5/16/2007 THRU 5/31/2007

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008200	COLES CO REGIONAL PLAN I-3562		127 5652-519	OTHER PROFESS:	MARCH 07 RLF BILLING	089015	488.80
01-046715	WAVE GRAPHICS	I-200705180612	127 5652-826	SPECIAL ITEMS:	REVOLVING LOAN	088822	90,000.00
DEPARTMENT 652 REVOLVING LOANS						TOTAL:	90,488.80
VENDOR SET 127 REVOLVING LOAN FUND						TOTAL:	90,488.80
REPORT GRAND TOTAL:							90,488.80

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2007-2008	127-5652-519	OTHER PROFESSIONAL SERVICE	488.80	2,500	2,011.20		
	127-5652-826	SPECIAL ITEMS	90,000.00	200,500	110,500.00		
		TOTAL:	90,488.80				

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

ACCT	NAME	AMOUNT
127-652	REVOLVING LOANS	90,488.80
127 TOTAL	REVOLVING LOAN FUND	90,488.80
	** TOTAL **	90,488.80

NO ERRORS

Packet: 9120 - Refunds From Zone zz

G/L POSTING DATE: 5/31/2007

ACCOUNT	NAME	DATE	TYPE	CHECK		DEPOSIT		MESSAGE
				NUMBER	AMOUNT	CODE	RECEIPT	
01-04300-07	CARVER, MICHAEL D	5/31/07	FINAL BILL	89016	56.88CR	100	31328	60.00CR
02-10200-08	AHASAY, JEANNE F	5/31/07	FINAL BILL	89017	53.61CR	100	31443	60.00CR
02-17100-02	EATON, CHRISTOPHER R	5/31/07	FINAL BILL	89018	56.96CR	100	31801	60.00CR
04-15210-05	FULTZ, AMANDA S	5/31/07	FINAL BILL	89019	45.75CR	100	30862	60.00CR
04-40000-03	WALSH, JACQUELINE R	5/31/07	FINAL BILL	89020	78.77CR	100	30773	100.00CR
05-12400-12	REDDICKS, JOHN	5/31/07	FINAL BILL	89021	48.57CR	100	31401	60.00CR
06-20600-08	BEYERS, JESSICA R	5/31/07	FINAL BILL	89022	15.25CR	100	31162	60.00CR
06-20650-14	NIEPOETTER, LACHRISTA B	5/31/07	FINAL BILL	89023	39.26CR	100	31207	60.00CR
07-19710-13	BOYLE, ADAM J	5/31/07	FINAL BILL	89024	24.48CR	100	31450	60.00CR
08-05500-05	WILBURN, PAUL S	5/31/07	FINAL BILL	89025	33.52CR	100	30800	60.00CR
10-18200-06	WILSON, LORI L	5/31/07	FINAL BILL	89026	45.60CR	100	32064	60.00CR
11-08300-10	JENKINS, ADAM L	5/31/07	FINAL BILL	89027	51.24CR	100	31714	60.00CR
13-04100-02	CONE, TIM	5/31/07	FINAL BILL	89028	3.69CR	100	25152	40.00CR
15-07000-03	FRANZ, DEAN A	5/31/07	FINAL BILL	89029	56.81CR	100	31579	60.00CR
22-09310-11	HEINBAUGH, KRISTY L	5/31/07	FINAL BILL	89030	4.02CR	100	30744	60.00CR
23-10310-10	GOSSARD, JEFFREY T	5/31/07	FINAL BILL	89031	36.52CR	100	31717	60.00CR
26-17500-15	TERRET, JOHN M	5/31/07	FINAL BILL	89032	18.51CR	100	31359	60.00CR
27-06400-10	RHODES, LINDA K	5/31/07	FINAL BILL	89033	14.18CR	100	31179	60.00CR
30-10000-03	DRONZEK, DANIEL E	5/31/07	FINAL BILL	89034	48.34CR	100	30807	60.00CR
32-06510-02	PAYNE, KRISTA	5/31/07	FINAL BILL	89035	32.16CR	100	27218	60.00CR
41-00300-13	TRENARY, NICOLE L	5/31/07	FINAL BILL	89036	2.19CR	100	31159	60.00CR
41-01000-09	MORR, CHRISTINE M	5/31/07	FINAL BILL	89037	29.89CR	100	31148	60.00CR
41-01700-11	RIEGER, RACHEL L	5/31/07	FINAL BILL	89038	29.42CR	100	31146	60.00CR
41-01800-11	COX, TRENT A	5/31/07	FINAL BILL	89039	40.26CR	100	31090	60.00CR

Packet: 9120 - Refunds From Zone zz

G/L POSTING DATE: 5/31/2007

ACCOUNT	NAME	DATE	TYPE	CHECK		DEPOSIT		MESSAGE
				NUMBER	AMOUNT	CODE	RECEIPT	
41-02000-13	OSBORNE, KIVALINA L	5/31/07	FINAL BILL	89040	33.99CR	100	30998	60.00CR
41-02100-09	CAPPS, BILL A	5/31/07	FINAL BILL	89041	0.53CR	100	31280	60.00CR
41-02800-12	BROCKELSBY, KATIE J	5/31/07	FINAL BILL	89042	66.80CR	100	30997	60.00CR
41-03700-12	SHOLDERS, EMILY D	5/31/07	FINAL BILL	89043	24.39CR	100	30924	60.00CR
41-03800-11	STUART, RACHEL N	5/31/07	FINAL BILL	89044	40.79CR	100	31237	60.00CR
41-04400-16	THULL, MEGAN L	5/31/07	FINAL BILL	89045	43.62CR	100	31503	60.00CR
41-04810-13	GABELHAUSEN, COURTNEY D	5/31/07	FINAL BILL	89046	34.23CR	100	31170	60.00CR
41-05100-08	ROBERTS, ANDREW M	5/31/07	FINAL BILL	89047	47.65CR	100	31187	60.00CR
41-05200-12	MCELDOWNEY, KAITLYN S	5/31/07	FINAL BILL	89048	42.62CR	100	30809	60.00CR
41-05300-11	NEVILL, SUSAN L	5/31/07	FINAL BILL	89049	37.89CR	100	29803	60.00CR
41-05600-14	PARK, EUN-YOUNG	5/31/07	FINAL BILL	89050	56.40CR	100	31638	60.00CR
41-05800-14	HETTAN, ZADEEK	5/31/07	FINAL BILL	89051	20.34CR	100	31250	60.00CR
41-05900-11	CHAPPLE, WESLEY P	5/31/07	FINAL BILL	89052	4.03CR	100	31247	60.00CR
41-06000-12	LAW, KYLE A	5/31/07	FINAL BILL	89053	38.43CR	100	29630	60.00CR
41-06000-13	KELLAR, MICHAEL K	5/31/07	FINAL BILL	89054	53.91CR	100	32088	60.00CR
41-06200-11	WEPFER, MEGAN E	5/31/07	FINAL BILL	89055	51.39CR	100	31594	60.00CR
41-20300-12	SMITH, COURTNEY	5/31/07	FINAL BILL	89056	15.55CR	100	31267	60.00CR
41-20400-11	GLOSSER, MORGAN M	5/31/07	FINAL BILL	89057	56.96CR	100	31661	60.00CR
41-20600-11	KULMANETOV, RINAT	5/31/07	FINAL BILL	89058	37.04CR	100	31497	60.00CR
41-21000-14	SKWARCAN, MICHAEL S	5/31/07	FINAL BILL	89059	45.82CR	100	31433	60.00CR

Packet: 9120 - Refunds From Zone zz

G/L POSTING DATE: 5/31/2007

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-----CHECK----- DEPOSIT-----
--ACCOUNT--  -----NAME-----  --DATE--  ---TYPE---  NUMBER  ---AMOUNT---  CODE  -RECEIPT--  --AMOUNT--  ---MESSAGE---
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TOTAL REFUNDS:      44
    AMOUNT:      1,618.26CR

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ACCOUNT	SOURCE NAME	AMOUNT
211-1111	METER DEPOSIT CASH	56.88CR
211-1111	METER DEPOSIT CASH	53.61CR
211-1111	METER DEPOSIT CASH	56.96CR
211-1111	METER DEPOSIT CASH	45.75CR
211-1111	METER DEPOSIT CASH	78.77CR
211-1111	METER DEPOSIT CASH	48.57CR
211-1111	METER DEPOSIT CASH	15.25CR
211-1111	METER DEPOSIT CASH	39.26CR
211-1111	METER DEPOSIT CASH	24.48CR
211-1111	METER DEPOSIT CASH	33.52CR
211-1111	METER DEPOSIT CASH	45.60CR
211-1111	METER DEPOSIT CASH	51.24CR
211-1111	METER DEPOSIT CASH	3.69CR
211-1111	METER DEPOSIT CASH	56.81CR
211-1111	METER DEPOSIT CASH	4.02CR
211-1111	METER DEPOSIT CASH	36.52CR
211-1111	METER DEPOSIT CASH	18.51CR
211-1111	METER DEPOSIT CASH	14.18CR
211-1111	METER DEPOSIT CASH	48.34CR
211-1111	METER DEPOSIT CASH	32.16CR
211-1111	METER DEPOSIT CASH	2.19CR
211-1111	METER DEPOSIT CASH	29.89CR
211-1111	METER DEPOSIT CASH	29.42CR
211-1111	METER DEPOSIT CASH	40.26CR
211-1111	METER DEPOSIT CASH	33.99CR
211-1111	METER DEPOSIT CASH	0.53CR
211-1111	METER DEPOSIT CASH	66.80CR
211-1111	METER DEPOSIT CASH	24.39CR
211-1111	METER DEPOSIT CASH	40.79CR
211-1111	METER DEPOSIT CASH	43.62CR
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211-1111	METER DEPOSIT CASH	42.62CR
211-1111	METER DEPOSIT CASH	37.89CR
211-1111	METER DEPOSIT CASH	56.40CR
211-1111	METER DEPOSIT CASH	20.34CR
211-1111	METER DEPOSIT CASH	4.03CR
211-1111	METER DEPOSIT CASH	38.43CR
211-1111	METER DEPOSIT CASH	53.91CR
211-1111	METER DEPOSIT CASH	51.39CR
211-1111	METER DEPOSIT CASH	15.55CR

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-----CHECK-----DEPOSIT-----
---ACCOUNT--- ---NAME----- --DATE-- ---TYPE----- NUMBER ---AMOUNT--- CODE -RECEIPT-- --AMOUNT--- ---MESSAGE---
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ACCOUNT	SOURCE NAME	AMOUNT
211-1111	METER DEPOSIT CASH	56.96CR
211-1111	METER DEPOSIT CASH	37.04CR
211-1111	METER DEPOSIT CASH	45.82CR
211-1133	ACCOUNTS RECEIVABLE - CUSTOMER	1,618.26

ERRORS: 0

\*\* END OF REPORT \*\*



2007 Dodge Ram 1500 Quad Heavy Service 4x4 police pickup truck **be purchased using Federal Sharing (Omega) funds at the State of Illinois contract bid price of \$21,437.00** from Thomas Dodge in Orland Park, IL. This vehicle would be a particularly useful addition to the Police Department's fleet, and such a purchase is within the scope of the Federal Sharing rules since it enhances law enforcement without supplanting the budget. Eventually the truck will replace 2L18 (1998 Ford Expedition 4x4) which has high mileage, gets very poor gas mileage, and is becoming in need of more repairs to keep it in service.

**CITY OF MATTOON, ILLINOIS**

**RESOLUTION NO. 2007-2692**

**A RESOLUTION AUTHORIZING EXECUTION OF UP TO \$25,000 AGREEMENT WITH THE COLES COUNTY REGIONAL PLANNING AND DEVELOPMENT COMMISSION FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES**

**WHEREAS**, the City of Mattoon has a need to update its road, water and sewer utility system maps and records in a geographical information system for continued development of its Comprehensive Plan and Capital Improvement Program; and

**WHEREAS**, this endeavor can be implemented in a more cost effective manner by an agreement with the Coles County Regional Planning and Development Commission whereby resources of the County, the City of Charleston and the City of Mattoon are pooled to enable the employment of competent technical staff for assignment to the project.

**BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS** that the mayor is authorized on behalf of the City Council, to sign an "AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES", a copy of which is attached and incorporated herein by reference.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_

\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

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

THIS AGREEMENT MADE THIS 5th day of June, 2007 between the Coles County Regional Planning and Development Commission, hereinafter known as the "Commission" and the **City of Mattoon**, Illinois, a municipal corporation, hereinafter called the "**City**."

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

1. The Commission agrees to provide **GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES** to the **City** from **May 1, 2007** to **April 30, 2008**. Said GIS Support Services shall be determined by the **City** and shall be performed by the Commission under the direction of the **City**.

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

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

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

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

Other Provisions

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

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 5<sup>th</sup> day of June, 2007.

FOR THE CITY

FOR THE COMMISSION

\_\_\_\_\_  
MAYOR

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

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

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

(SEAL)

(SEAL)

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1224**

WHEREAS, there has been filed a written Petition to Re-zone respecting the property legally described as: Lot 3, and the East 161.40 feet of Lot 2 in Podeschi's addition to Mattoon, Coles County, Illinois. Said petition requests that the subject property be re-zoned as C-2, pursuant to applicable City Ordinances so as to be similar to property adjoining the subject property to the East, and similar to property across the street from the subject property, which is now zoned C-3.

WHEREAS a public hearing was held on May 15, 2007, regarding petitioner's request for variance. At said public hearing no objectors were present.

WHEREAS both the Planning Commission for the City of Mattoon, Coles County, Illinois, and the Zoning Board of Appeals for the City of Mattoon, Coles County, Illinois, have recommended that the requested re-zoning be granted.

WHEREAS the City Council for the City of Mattoon, Coles County, Illinois, deems that the recommended change is in the public interest.

NOW THEREFORE, BE IT ORDAINED by the City Council for the City of Mattoon, Coles County, Illinois, that the property legally described as aforesaid, be and the same is re-zoned to C-2 zoning as set forth in the zoning ordinances of the City of Mattoon.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.



Proposed  
Rezoning

DeWitt Ave.

N. 33rd St.

**City of Mattoon  
Council Decision Request**

---

MEETING DATE: 6/5/07      CDR NO: 2007-757

SUBJECT:                      Combined Sewer Overflow Long Term  
Control Plan Study Contract with Clark-  
Dietz Engineers

SUBMITTAL DATE:            5/25/07

SUBMITTED BY:              David Wortman, Public Works Director

EXHIBITS (If applicable):   Proposed Contract

---

EXPENDITURE	AMOUNT	
CONTINGENCY FUNDING		
ESTIMATE: \$59,400	BUDGETED: \$0	REQUIRED:
\$59,400		

---

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

“I move to authorize the mayor to sign a contract with Clark-Dietz Engineers in the amount of \$59,400 for the development of a Combined Sewer Overflow Long Term Control Plan Study.”

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

As part of the renewal process for the city’s EPA permit to operate our wastewater treatment plant we must submit a plan for reducing the flow from our combined sewer overflows (CSOs). The city has permitted CSO releases into both the Kickapoo Creek and Riley Creek. The Kickapoo releases are low enough, at less than four releases per year, that they will not have to be reduced at this time. The releases to Riley are significantly above the four releases per year threshold and are required to be studied and eventually reduced.

Clark-Dietz has worked with the city for many years on its sewer system planning and upgrades. In 2003 Clark-Dietz completed a Riley Creek CSO report for the city. This study will expand upon the information in that report by creating a sewer flow model. The model will be used to show the

effects of different sewer system upgrades. The study will recommend the lowest cost upgrades to achieve the EPA requirement of reducing CSO events to less than four per year.

The spending for the study was accidentally omitted from this year's Sewer Fund budget. The Sewer Fund is in good financial condition with 2.4 million dollars in reserve projected for the end of this fiscal year. I am therefore requesting the \$59,400 be added to the budget in line item 212-5344-511, Wastewater Treatment Plant - Planning and Design Services.



May 22, 2007

David Wortman  
Public Works Director  
City of Mattoon  
208 N. 19th Street  
Mattoon, Illinois 61938

**Re:    *Professional Services Agreement***  
      ***CSO Long Term Control Plan***

Dear Mr. Wortman:

Clark Dietz is pleased to submit this Professional Services Agreement to provide professional engineering services for the preparation of a CSO Long Term Control Plan (LTCP).

Based on our May 16, 2007 meeting and follow-up discussion with you we have revised the scope to remove the majority of the System Survey component. As we understand, City field crews have access to GPS survey equipment and can collect sewer system information requested by Clark Dietz.

Our work effort is divided into the following key phases:

- Data Gathering
- System Survey (coordination with City's GPS-based survey)
- Develop System Model
- Prepare LTCP Document
- Regulatory Coordination
- Project Administration

***Scope of Services***

Greg Kacvinsky will serve as the Project Manager for Clark Dietz with Randy Vanderwerf providing project oversight on project costs, schedule and deliverables. Greg and his project team will implement the following specific scope of work for this project:

1. Data Gathering
  - a. Develop a Project Work Plan
  - b. Obtain land use and contour data
  - c. Obtain and review FEMA Flood Insurance Study data and flood mapping
  - d. Review Riley Creek CSO Report – organize data for use in modeling effort
  - e. Interview local engineering and field staff regarding sewer system performance, flooding areas, etc.
  
2. System Survey
  - a. Coordinate with City staff to procure survey data for key combined sewer structures, including location, rim/invert elevations, and pipe sizes. Clark Dietz staff will not perform any survey as part of this project, but will provide written survey requests to City staff for their GPS-based field survey crew.
  - b. Prepare an updated sewer base map to be used as a template for the hydraulic model.
  
3. Develop System Model
  - a. Delineate drainage sub-boundaries for the Riley Creek combined sewer system.
  - b. Develop a hydrologic/hydraulic model for the combined sewer system. The XP-SWMM modeling program will be used for this task.
  - c. Calibrate the XP-SWMM model based on flow data observed during the 2003 flow monitoring effort.
  - d. Meet with City staff to discuss key findings and preliminary recommendations.
  - e. Model the combined sewer system under proposed (improved) conditions and determine what improvements are necessary to limit CSO occurrences by 4 or less per year.
  
4. Prepare LTCP Document
  - a. Prepare a draft LTCP document. Include information on the existing system analysis, proposed improvements, cost estimates, and other information as outlined in the LTCP guidance materials provided by the IEPA.
  - b. Submit draft LTCP to City for internal review and update as necessary prior to submittal to IEPA.
  
5. Regulatory Coordination
  - a. Set up and attend a meeting with City and IEPA staff to discuss preliminary findings and system improvement recommendations. Receive feedback from IEPA staff.
  - b. Attend up to one additional coordination meeting with IEPA staff
  - c. Review LTCP document with respect to the Reviewer's Checklist (as provided by the IEPA).

6. Project Administration
  - a. Monthly project status reports and project oversight.

The City will provide the following items:

1. A representative to coordinate the project.
2. GPS-based survey data for requested sewer system information.
3. Copies of record drawings (if available) of key combined sewer system components, including CSO diversion structures.

The following items are specifically excluded from our scope of work:

1. Modeling any sewer components not tributary to the Riley Creek overflow.
2. Sewer system survey.
3. LTCP updates (after February 2008) to meet specific requirements of USEPA or their reviewing consultant. If the USEPA requires additional effort on the LTCP, that work will be negotiated as part of a separate contract.

### *Schedule*

Clark Dietz can complete a draft of the LTCP for City review by October 15, 2007. Modifications will be made to the LTCP for submittal to IEPA by February 2008.

### *Fees*

The estimated engineering fees for this project are summarized, by phase, below:

• Data Gathering:	\$5,200
• System Survey:	\$3,200
• Develop System Model:	\$21,500
• Prepare LTCP Document:	\$16,500
• Regulatory Coordination:	\$8,800
• Project Work Plan and Administration:	\$4,200

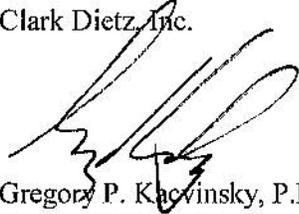
The total estimated cost for this project is \$59,400.

Mr. David Wortman  
CSO Long Term Control Plan  
Page 4

We appreciate the opportunity to submit this Agreement and look forward to working with you on this project. If you have any comments or questions, please let me know.

Sincerely,

Clark Dietz, Inc.



Gregory P. Kacvinsky, P.E.  
Senior Staff Engineer

cc: Randy Vanderwerf, Clark Dietz  
Rick Pinnell, City of Mattoon



## **PART I SERVICES**

### **A. Project Description**

Clark Dietz will provide engineering consulting services to develop a Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) for the Client. This work effort will include analysis of existing flow and rainfall data to build a hydraulic model of the City's existing combined sewer system. Clark Dietz will prepare a report with long-term recommendations on how to limit CSOs to the EPA-dictated limit of 2 to 4 overflow events per year. This work effort will focus solely on the Riley Creek sewershed.

### **B. Scope**

1. Data Gathering
  - a. Develop a Project Work Plan
  - b. Obtain land use and contour data
  - c. Obtain and review FEMA Flood Insurance Study data and flood mapping
  - d. Review Riley Creek CSO Report – organize data for use in modeling effort
  - e. Interview local engineering and field staff regarding sewer system performance, flooding areas, etc.
2. System Survey
  - a. Coordinate with City staff to procure survey data for key combined sewer structures, including location, rim/invert elevations, and pipe sizes. Clark Dietz staff will not perform any survey as part of this project, but will provide written survey requests to City staff for their GPS-based field survey crew.
  - b. Up to two field visits may be required for general field reconnaissance and coordination with GPS survey crew.
  - c. Prepare an updated sewer base map to be used as a template for the hydraulic model.
3. Develop System Model
  - a. Delineate drainage sub-boundaries for the Riley Creek combined sewer system.
  - b. Develop a hydrologic/hydraulic model for the combined sewer system. The XP-SWMM modeling program will be used for this task.
  - c. Calibrate the XP-SWMM model based on flow data observed during the 2003 flow monitoring effort.
  - d. Meet with City staff to discuss key findings and preliminary recommendations.
  - e. Model the combined sewer system under proposed (improved) conditions and determine what improvements are necessary to limit CSO occurrences by 4 or less per year.
4. Prepare LTCP Document
  - a. Prepare a draft LTCP document. Include information on the existing system analysis, proposed improvements, cost estimates, and other information as outlined in the LTCP guidance materials provided by the IEPA.
  - b. Submit draft LTCP to City for internal review and update as necessary prior to submittal to IEPA.

5. **Regulatory Coordination**
  - a. Set up and attend a meeting with City and IEPA staff to discuss preliminary findings and system improvement recommendations. Receive feedback from IEPA staff.
  - b. Attend up to one additional coordination meeting with IEPA staff
  - c. Review LTCP document with respect to the Reviewer's Checklist (as provided by the IEPA).
  
6. **Project Administration**
  - a. Monthly project status reports and project oversight.

The following items are specifically excluded from our scope of work:

1. Modeling any sewer components not tributary to the Riley Creek overflow.
2. Sewer system survey.
3. LTCP updates (after February 2008) to meet specific requirements of USEPA or their reviewing consultant. If the USEPA requires additional effort on the LTCP, that work will be negotiated as part of a separate agreement.

**C. Schedule**

Clark Dietz will complete a draft of the LTCP for Client review by October 15, 2007. Assuming that Client review comments are received by December 1, 2007, modifications will be made to the LTCP for submittal to IEPA by February 2008.

**D. Assumptions/Conditions**

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. This agreement does not include the preparation of assessment roles or schedules.
4. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
5. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

**PART II  
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

**A. Information/Reports**

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. The Client representative for this Agreement will be Rick Pinnell.

**C. Decisions**

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**D. Other**

The City will provide the following items to Clark Dietz:

1. GPS-based survey data for requested sewer system information. In order to complete the LTCP early enough for Client review, all requested survey data shall be delivered to Clark Dietz by July 31, 2007. Clark Dietz will make all survey data requests by June 29, 2007.
2. Copies of record drawings (if available) of key combined sewer system components, including CSO diversion structures.

**PART III  
COMPENSATION**

**A. Compensation**

Compensation to Clark Dietz for performance of the work defined in PART 1, SERVICES of this Agreement will be the sum of the following and will not exceed \$59,400 and authorization shall be by approval in the City Council Minutes.

1. Payment of Direct Labor cost times a factor of 3.10 for services rendered by employees working on the Project. Direct Labor costs are base salaries and do not include any indirect payroll related costs for fringe benefits. Direct labor rates will be as defined in the attachment "Schedule of Direct Labor Rates".
2. Travel and other out-of-pocket expenses will be paid for at actual cost thereof plus 15%.

**B. Billing and Payment**

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.
- c. If the Client fails to make payments within 30 calendar days of due date or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV**  
**STANDARD TERMS AND CONDITIONS**

**Page 1 of 2**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz shall establish and maintain programs and procedures for the safety of its employees. Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

**PART IV**  
**STANDARD TERMS AND CONDITIONS**

Page 2 of 2

14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or Ten Thousand Dollars (\$10,000), whichever is greater.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

## SCHEDULE OF DIRECT LABOR RATES

### CLARK DIETZ, INC.

January 1, 2007

<u>TITLE</u>	<u>HOURLY RATE RANGE</u>	
Principal-in-Charge, Consultant, Engineer 8 & 9	55.00	75.00
Project Director, Engineer 7	45.00	65.00
Senior Project Manager, Engineer 6	40.00	55.00
Project Manager, Engineer 5	33.00	50.00
Engineer 4	28.00	42.00
Engineer 3	25.00	35.00
Engineer 1 & 2	22.00	30.00
Senior Designer, Technician 5	29.00	42.00
Technician 4	26.00	36.00
Technician 3	22.00	30.00
Technician 2	17.00	26.00
Technician 1	15.00	22.00
Clerical	15.00	28.00

#### Notes:

This schedule covers most of our employees. Some changes in job titles and salaries may occur due to employee changes. Salary rates are subject to change on anniversary date of hire. The rates in this schedule will be reviewed and adjusted as necessary, but not sooner than six months after the date of this schedule. Rates are the actual salaries or wages paid to employees of Clark Dietz.

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 6/5/07    CDR NO: 2007-758

SUBJECT: Approving bid documents and specifications for paving bituminous material  
in commercial alleys (07-00155-00-AS)

SUBMITTAL DATE: 5/25/07

SUBMITTED BY: David Wortman, Public Works Director

EXHIBITS (If applicable): Notice to bidders

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: N/A	BUDGETED: \$75,000	REQUIRED: N/A

---

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

“I move to approve the bid documents and specifications and authorize the seeking of  
bids for paving bituminous material in commercial alleys”

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

Approving this CDR would allow staff to proceed with bidding a project to place millings  
in the commercial alleys. We will be placing millings from the I-57 interchange project  
then overlaying the millings with a layer of oil and chip. The process has worked well in  
our residential areas and has greatly reduced the maintenance in those areas.

The bid will be set for the 1:30 pm on June 20, 2007 at the Mattoon City hall.

A full set of contract documents are available in my office.

There is \$75,000 total budgeted for this project in the Capital Improvements Fund in line  
item 130-5321-730.



**Illinois Department  
of Transportation**

**Notice to Bidders**

**RETURN WITH BID**

Route	<u>VARIOUS ALLEYS</u>
County	<u>COLES</u>
Local Agency	<u>MATTOON</u>
Section	<u>07-00155-00-AS</u>

**Time and Place of Opening of Bids**

Sealed proposals for the improvement described below will be received at the office of PUBLIC WORKS,

CITY HALL, 208 N. 19<sup>th</sup> STREET, MATTOON IL

until 1:30 o'clock P M., June 7, 2007 (address) (date) Proposals will be opened and read publicly.

at 1:30 o'clock P M., June 7, 2007 (date) at the office of PUBLIC WORKS,

CITY HALL, 208 N. 19<sup>th</sup> STREET, MATTOON IL (address)

**Description of Work**

Name CITY OF MATTOON Length \_\_\_\_\_ feet ( \_\_\_\_\_ miles)

Location ALLEYS ADJACENT TO 18<sup>th</sup> STREET, CHARLESTON, RICHMOND, AND BROADWAY AVE.

Proposed Improvement PAVING BITUMINOUS MILLINGS IN ALLEYS

**Bidders Instructions**

1. Plans and proposal forms will be available in the office of CITY CLERK, CITY HALL, MATTOON IL
2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
 

a. BLR 12210 - Contract Cover	d. BLR 12222 - Contract Schedule of Prices
b. BLR 12220 - Notice to Bidders	e. BLR 12223- Signatures
c. BLR 12221 - Contract Proposal	f. BLR 12230 - Proposal Bid Bond (if applicable)
6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 6/5/2007 CDR NO: 2007-759

SUBJECT: Approving 2008 Rental Rates for Peterson Park

SUBMITTAL DATE: 6/5/2007

SUBMITTED BY: David Wortman, Public Works Director

EXHIBITS (If applicable): Exhibit A

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EXPENDITURE ESTIMATE:	AMOUNT BUDGETED:	CONTINGENCY FUNDING REQUIRED:
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IF IT IS THE WISH OF THE COUNCIL TO SUPPORT RECOMMENDATIONS CONTAINED IN THIS REPORT, THE FOLLOWING MOTION IS SUGGESTED:

“I move to authorize the attached rates for rentals at Peterson Park and the Burgess Osborne beginning January 2008 and for 2009”

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

Approving this CDR will accomplish two things:

- 1) The rates for renting sections of Peterson Park and the Burgess Osborne will be changed according to the attached table.
- 2) The existing method of beginning the entire year's bookings on January 1st will be replaced with a system of rolling booking. The different sections of the park will be allowed to be booked one year in advance.

## 2008 - 2009 Reservation Rates

### Old Rates

Demars	2007
8am to 4pm	\$ 40.00
4pm to 11pm	\$ 60.00
8am to 11pm	\$ 100.00
Damage Deposit	\$ 50.00
<b>Pavilion</b>	
Reservation (Per Section -3 Sections)	\$ 10.00
<b>Bandshell</b>	
Reservation	No Charge
Damage Deposit	No Deposit
<b>Lawson</b>	
Reservations	No Charge

### New Rates

Demars & Burgess Osborne	2008	2009
8am to 3:30pm	\$ 60.00	\$ 80.00
4pm to 11pm	\$ 90.00	\$ 120.00
8am to 11pm	\$ 150.00	\$ 200.00
Damage Deposit	\$ 100.00	\$ 100.00
<b>Pavilion</b>		
Reservation (Per Section -3 Sections)	\$ 15.00	\$ 20.00
<b>Bandshell</b>		
Reservation	\$ 25.00	\$ 50.00
Damage Deposit	\$ 50.00	\$ 50.00
<b>Lawson</b>		
No Reservations	\$ .00	\$ .00

Cancellation fee - No refunds within 30 days

Rolling Reservations

Reservation must be paid within 14 days of reserving.



**CHANGE ORDER**

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**PROJECT: INSTALLATION OF LIVE WETLAND PLANTS AT LAKE PARADISE**

**DATE: May 31, 2007**

**OWNER: City of Mattoon**

**CONTRACTOR: JFNew and Associates**

**CHANGE ORDER NO.: 1**

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You are directed to make the following change(s) in the Contract Documents.

Description: **An addition of 12,000 plants (\$23,000) to the contract dated May 4, 2007.**

Reason for Change Order: **Increase wetland area.**

<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIMES</b>
Original Contract Price <b>\$ 76,398.39 (\$1.91/plant)</b>	Original Contract Times <b>Must be completed by July 6, 2007</b>
Net changes from previous Change Orders No. ____ to No. ____ <b>\$ N/A</b>	Net changes from previous Change Orders No. ____ to No. ____ <b>N/A</b>
Contract Price prior to this Change Order <b>\$ 76,398.39</b>	Contract Times prior to this Change Order Substantial Completion <b>July 6, 2007</b> Ready for Final Payment <b>July 6, 2007</b>
Net Increase (decrease) of this Change Order <b>\$ 23,000.00</b>	Net Increase (decrease) of this Change Order <b>N/A</b>
Contract Price with all approved Change Orders <b>\$ 99,398.39</b>	Contract Times with all approved Change Orders Substantial Completion <b>July 6, 2007</b> Ready for Final Payment <b>July 6, 2007</b>

**RECOMMENDED:**

**APPROVED:**

**ACCEPTED:**

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

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

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

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

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

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

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 06-05-07    CDR NO: 2007-761    SUBJECT: Re-appointments  
to the

Festival Management

Committee

SUBMITTAL DATE:            05-30-07

SUBMITTED BY:            Angelia Burgett, Tourism Coordinator

EXHIBITS (If applicable):

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

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

I move to re-appoint the following individuals to serve on the Festival Management Committee  
for the following terms:

- 1) Deb Crean                    3 year term
- 2) Julia Boyd                    3 year term
- 3) Penny Youngblood        3 year term
- 4) Barb McKenzie              3 year term

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

Each committee member was contacted and agreed to serve another term.

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1225**

**AN ORDINANCE REZONING LOTS 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416 AND 417 IN PHASE IV OF THE MEADOWS SUBDIVISION, FROM R1, SINGLE-FAMILY RESIDENCE DISTRICT TO R2, TWO-FAMILY RESIDENCE DISTRICT**

**WHEREAS** there has been filed a written Petition by Reginald Phillips respectfully requesting a change in zoning from R1, Single-Family Residence District to R2, Two-Family Residence District on the property legally described as:

“EXHIBIT A”

Commonly known as 1200–1420 27th Street, and 2100–2121 Rolling Meadow Drive

**WHEREAS** the current zoning of the property is R1, Single-Family Residence District, and the rezoning request is beneficial to the petitioner and the community for developing the property; and

**WHEREAS** the Zoning Board of Appeals held a properly noticed public hearing on May 15<sup>th</sup>, 2007 regarding petitioner’s request for said rezoning; and

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

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

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

**Section 1.** Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of Ordinances, the property legally described as aforesaid, be and the same is rezoned from C-2, Accommodation Commercial to C-3, Service commercial.

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

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

**"EXHIBIT A"**

**LEGAL DESCRIPTION  
FOR  
THE MEADOWS PHASE IV**

A tract of land being part of the Southeast Quarter of the Northwest Quarter of Section 23, Township 12 North, Range 7 East, of the Third Principal Meridian, Coles County, Illinois, the boundary of which is described as follows, with bearing on local datum:

Beginning at the Southwest corner of Lot 97 of The Meadows Phase I as recorded in Book 5 at Page 144 as Document No. 577812 at the Coles County Recorder's Office; thence North 88° 56' 31" East, 6.57 feet along the South line of said Lot 97 to the True Point of Beginning; thence North 88° 56' 31" East, 408.58 feet along the South line of

said The Meadows Phase I and the South line of Lot 102 of Replat Elmwood Addition Lots 8, 9, 10, & 11 Phase I to the West line of 27th Street; thence North 00° 32' 37" West, 36.69 feet along said West line; thence North 88° 35' 37" East, 234.21 feet along the South line of Elmwood Addition Phase I as recorded at the Coles County Recorder's Office to the East line of the Southeast Quarter of the Northwest Quarter of said Section 23; thence South 00° 23' 29" East, 788.08 feet along said East line to the South line of the Southeast Quarter of the Northwest Quarter of said Section 23; thence South 89° 39' 37" West, 482.81 feet along the said South line; thence North 00° 13' 08" West, 159.92 feet; thence South 89° 46' 52" West, 12.00 feet; thence North 00° 13' 08" West, 185.00 feet; thence South 89° 46' 51" West, 150.00 feet; thence South 64° 03' 26" West, 83.25 feet; thence North 30° 13' 09" West, 10.00 feet; thence North 45° 21' 01" East, 49.01 feet; thence North 00° 13' 09" West, 40.69 feet; thence North 00° 43' 27" East, 75.01 feet; thence North 13° 16' 34" East, 77.13 feet; thence South 89° 46' 51" West, 125.52 feet; thence 10.52 feet along a curve to the right, concave to the Southeast, having a radius of 370.00 feet and a chord bearing of North 16° 14' 46" East; thence North 17° 03' 39" East, 30.15 feet; thence 8.86 feet along a curve to the left, concave to the Northwest, having a radius of 430.00 feet and a chord bearing of North 16° 28' 14" East; thence North 89° 46' 51" East, 123.78 feet; thence North 08° 20' 55" East, 75.85 feet; thence North 01° 01' 36" East, 76.78 feet to the True Point of Beginning, encompassing 10.374 acres, more or less.

Prepared by:           HDC Engineering, L.L.C.  
                              201 W. Springfield Ave.  
                              Champaign, IL 61820

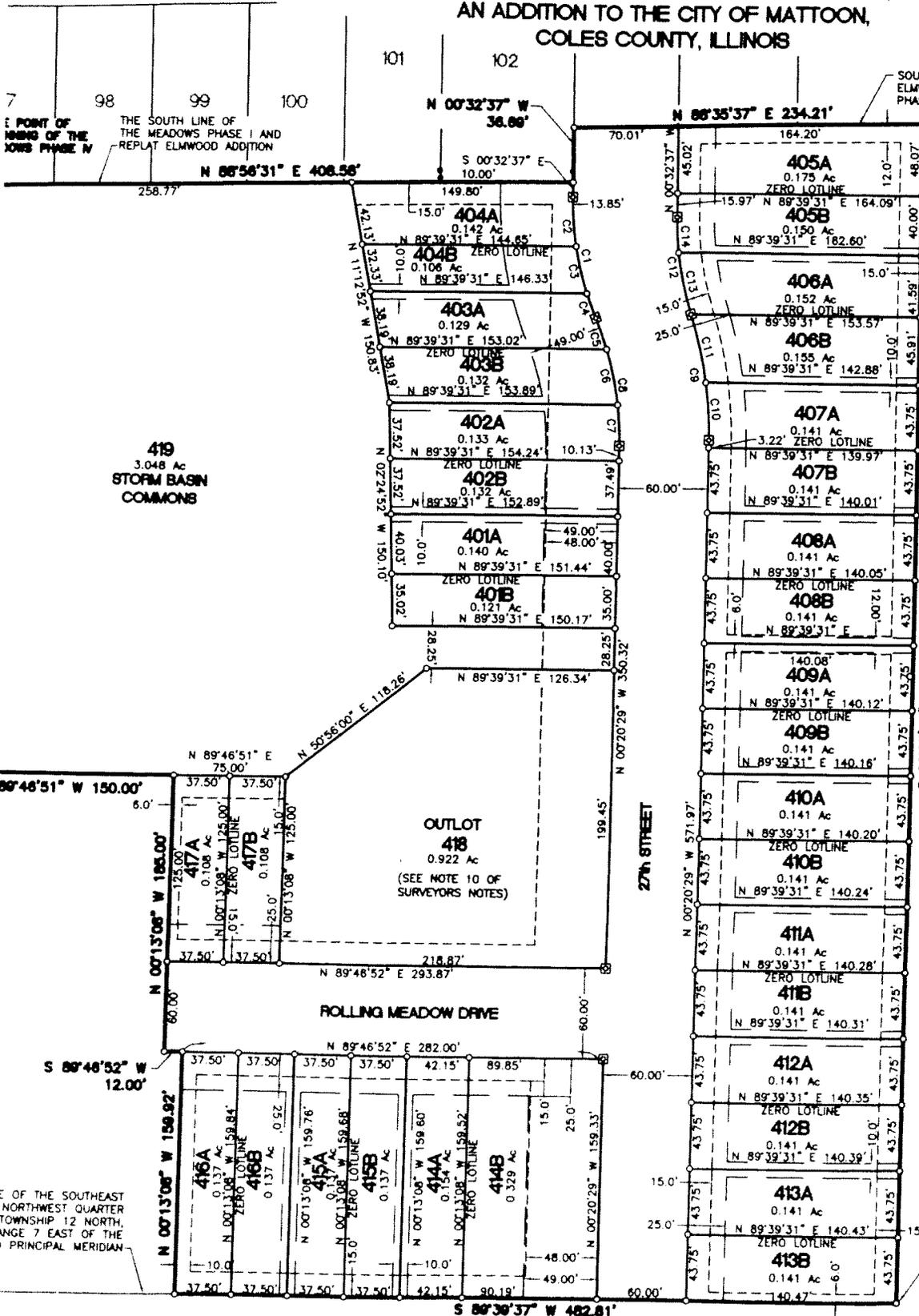
Date:                     July 20, 2006

HDC Project No.:      06117

**FINAL PLAT  
OF  
THE MEADOWS SUBDIVISION PHASE IV**  
A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER  
OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 7 EAST, 3rd PM  
AN ADDITION TO THE CITY OF MATTOON,  
COLES COUNTY, ILLINOIS

OWNER  
REGINA  
MARTY  
2407  
CHARL  
(217)

ESSEX AVENUE



EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN



0' 25' 50'

NUMBER	RADIUS	ARC LE	CUR
C1	210.00	83.61	
C2	210.00	33.40	
C3	210.00	32.72	
C4	210.00	17.49	
C5	220.00	22.52	
C6	220.00	38.40	
C7	220.00	27.45	
C8	220.00	88.37	
C9	220.00	87.88	
C10	280.00	40.68	
C11	280.00	47.20	
C12	215.00	66.72	
C13	215.00	42.64	
C14	215.00	24.08	

STATE OF ILLINOIS )  
COUNTY OF CHAMPAIGN )  
I, Merle E. Ingersoll, Jr., be  
owners, Reginald Phillips as  
supervision of the following:  
A tract of land being part  
East, of the Third Principal  
local datum:

Beginning at the Southwest  
No. 577812 at the Coles C  
Lot 97 to the True Point o  
Meadows Phase I and the  
of 27th Street; thence Nor  
feet along the South line o  
of the Southeast Quarter c  
said East line to the South  
39' 37" West, 482.81 feet  
52" West, 12.00 feet; the  
South 64' 03' 26" West, 8  
thence North 00' 13' 09"  
77.13 feet; thence South E  
Southeast, having a radius  
30.15 feet; thence 8.86 fe  
chord bearing of North 16'  
75.85 feet; thence North 0  
less.

For said owner who desires  
areas into which said lands  
on said plat, and have sta  
and that reference has be  
shown on the plat; and the  
Signed and sealed this 15t

Merle E. Ingersoll, Jr.  
Illinois Professional Land  
Surveyor No. 3202  
License Expires November

SOUTHEAST CORNER OF THE  
QUARTER OF THE NORTHWEST  
SECTION 23, TOWNSHIP 12  
RANGE 7 EAST OF THE THIR  
PRINCIPAL MERIDIAN

419  
3.048 Ac  
STORM BASIN  
COMMONS

LINE OF THE SOUTHEAST  
THE NORTHWEST QUARTER  
3, TOWNSHIP 12 NORTH,  
RANGE 7 EAST OF THE  
THIRD PRINCIPAL MERIDIAN

OUTLOT  
418  
0.922 Ac  
(SEE NOTE 10 OF  
SURVEYORS NOTES)

ROLLING MEADOW DRIVE

27th STREET

SOUTH LINE OF  
ELMWOOD ADDITION  
PHASE I

S 89°39'37" W 482.81'

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1226**

**AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND GIBSON HOLDINGS, INC., AN INDIANA CORPORATION FOR THE DEVELOPMENT OF A DOLLAR GENERAL STORE TO BE CONSTRUCTED ON LOTS 7, 8, AND 3 OF MY FARM SUBDIVISION WITHIN THE CITY OF MATTOON, ILLINOIS**

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

WHEREAS, the redevelopment of the City of Mattoon is closely tied to the retention and creation of commercial and retail employment in Mattoon, and

WHEREAS, these commercial and retail employment centers have the potential to enhance the sales and property taxes generated within the City of Mattoon, and

WHEREAS, development of under utilized properties is in best interest of the community, as it protects the existing tax base and promotes future investment that will foster business services the community desires.

NOW THEREFORE BE IT ORDAINED by the City Council for the City of Mattoon, Coles County, Illinois to approve and adopt the attached development agreement between Gibson Holdings, Inc., and the City of Mattoon, Illinois; furthermore this ordinance shall be effective upon is approval as provided by law.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names) \_\_\_\_\_  
\_\_\_\_\_

NAYS (Names) \_\_\_\_\_

ABSENT (Names) \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan J. O'Brien, City Clerk  
Recorded in the Municipality's Records on \_\_\_\_\_, 2007.

\_\_\_\_\_  
J. Preston Owen, City Attorney

GIBSON  
DEWITT AVENUE-DOLLAR GENERAL STORE  
ECONOMIC DEVELOPMENT AGREEMENT

This Agreement, made on this \_\_\_ day of June, 2007, between the City of Mattoon, Illinois (hereinafter referred to as “City”) and Gibson City Holdings, Inc., an Indiana Corporation (hereinafter referred to as “Gibson”), witnesseth:

WHEREAS, the City is interested in furthering economic development within the City limits; and

WHEREAS, one of the City’s primary purposes is to create additional employment opportunities in the City and the expansion of retail shopping opportunities within the City; and

WHEREAS, the City is in receipt of a copy of a deed purchase agreement between Lassiter Development Corporation and My Farm Inc. for the subject property, which has been duly assigned to Gibson City Holdings, Inc.; and

WHEREAS, under the terms of said agreement, Gibson agreed to purchase certain property and to develop this property into a Dollar General Store conducting retail business within the City; and

WHEREAS, it is the City’s intent to assist Gibson in its development of this property in exchange for the City extending a City water main from 33<sup>rd</sup> Street westerly through the subject property being purchased and connecting to an existing water main located on Lot 3 of My Farm Inc. subdivision along the South right of way boundary line of Dewitt Avenue.

NOW, THEREFORE, it is agreed by the parties, in consideration of the following mutual covenants and promises:

1. Gibson has purchased the subject real estate and attached hereto and incorporated

herein by reference and agrees as part of said purchase to do the following:

(a) Use its best efforts to improve the subject parcel by constructing a Dollar General Store with retail space generating 1% sales Local Municipal Sales Tax in excess of (\$10,000.00) Ten Thousand Dollars annually;

(b) Create 2 full time and 4 part time jobs;

(c) Convey to the City a fifteen (15) foot permanent easement for the installation of a water main along the aforementioned South right of way boundary line of Dewitt Avenue;

(d) Gibson shall place with the City a surety bond in the amount of (\$20,000.00) Twenty Thousand Dollars, to be held by the City for the lesser of 3 years, or upon the project generating (\$20,000.00) Twenty Thousand Dollars of applicable local municipal 1% reportable occupational sales tax to the Illinois Department of Revenue.

(e) Gibson shall provide monthly to the City a photocopy of all Illinois Department of Revenue ST-1 Sales Tax monthly reporting forms to be filed with the Illinois Department of Revenue until such time as the proposed project generates (\$20,000.00) Twenty Thousand Dollars in applicable local municipal 1% reportable occupational sales tax.

2. The City agrees to:

(a) The complete the engineering design, obtain any necessary permits for and pay all construction costs to construct a water main from the 33<sup>rd</sup> Street right of way westerly within the aforementioned 15 foot permanent easement and connect the same to the City's existing water main, to be completed by July 31<sup>st</sup>, 2007, whether permitting and upon the timely receipt of an Illinois IEPA construct, own and operate permit.

3. The City shall be entitled to provide inspection services by the City Engineer to

insure that connections to the water main by Gibson are constructed in accordance with City specifications and requirements.

City of Mattoon

BY: \_\_\_\_\_  
Charlie E. White, Mayor

ATTEST:

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

Gibson City Holdings, Inc.

BY: \_\_\_\_\_  
Bryan Phillips, its President

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1227**

**SPECIAL ORDINANCE: AUTHORIZING THE SALE OF LOT 21 IN LAKE PARADISE SUBDIVISION TO FRED GRISSOM, SR. CURRENT OWNER OF A HOME ON LEASED PREMISES AT LOT 21, LAKE PARADISE SUBDIVISION, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION. (COMMONLY KNOWN AS 3221 E. LAKE PARADISE ROAD)**

**WHEREAS**, state statute (65 ILCS 5/11-76-4.1) enables the corporate authorities to accept any contract proposal determined by them to be in the best interest of the municipality by a vote of two-thirds of the corporate authorities then holding office, but in no event at a price less than 80% of the appraised value; and

**WHEREAS**, by Resolution 2006-2642, adopted March 21, 2006, the City Council made a finding that the real estate owned by the municipality that is the subject of this ordinance is no longer necessary or required for the use of the municipality; and

**WHEREAS**, said resolution authorized the management staff to solicit offers for the sale of this real estate provided that any such sale shall be subject to ratification by a special ordinance of the City Council; and

**WHEREAS**, Fred Grissom, Sr. has made an offer to purchase the property for \$18,200.00; and

**WHEREAS**, Fred Grissom, Sr. owns the home located on the property; and

**WHEREAS**, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$18,200.00 was the fair market value of the real estate as of May 10, 2007 a copy of which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, The City has undertaken to have the property subdivided, appraised and has had the title insurance covering the property updated and the purchasers are willing to pay their share of those costs; and

**WHEREAS**, the City Attorney has prepared a Real Estate Sales Contract that is attached to the Special Ordinance and incorporated herein by this reference.

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

**Section 1.** The city attorney is authorized to prepare closing documents and the mayor and city clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 3 of this ordinance to Fred Grissom, Sr., subject to a payment of \$18,200.00. The purchase price will be due at closing.

**Section 3.** The real estate to be conveyed pursuant to this ordinance is legally described as:

Lot 21 in Lake Paradise Subdivision, Unincorporated Coles County, Illinois.

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

**Section 5.** This ordinance shall be effective upon its approval as provided by law.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

## REAL ESTATE SALES CONTRACT

This agreement is made on \_\_\_\_\_, by the City of Mattoon, an Illinois municipal corporation ("seller"), of 208 North 19<sup>th</sup> Street, Mattoon, Coles County, Illinois, and Fred Grissom, Sr. ("purchaser"), of 3221 E. Lake Paradise Road, in unincorporated Coles County, Illinois.

### **Recitals**

1. Seller is the owner of the lot or parcel of real property situated at 3221 E. Lake Paradise Road, unincorporated Coles County, Illinois, and more fully described as follows:

Lot 21 in Lake Paradise Subdivision, in unincorporated Coles County, Illinois.

2. Seller desires to sell and purchaser desires to buy property, for the purchase price and on the terms and conditions stated in this agreement.

In consideration of the mutual promises in this agreement, the parties agree:

### **Section I. Purchase Price and Terms of Payment**

The sales price of the property is \$18,200.00.

A breakdown of the total due at closing from the purchaser is:

Lot Price	\$ 18,200.00
Subdivision Costs	\$ 1,690.72
Appraisal	\$ 75.00
Final Title Search	\$ 65.00
Recording Fee	\$ 44.00
Title Insurance	\$ 68.00
Credit for 2007 Pmt	<u>\$ (795.00)</u>
Total	\$ 19,347.72

This amount will be paid on closing, in the exact balance of purchase price after crediting the above items, with principal balance on existing encumbrance to be computed exactly to close of transaction.

### **Section II. Title**

Title to property to be conveyed by seller will be good and marketable title, clear of all liens, encumbrances, defects, and burdens, except: utility easements, and agreements with utility companies of record; zoning ordinances; existing rights of way for streets and alleys bordering property.

Title as required in this agreement will be evidenced by a standard form policy of title

insurance issued by Crites Title Company. The policy will be issued as of the closing date and will be in the amount of the purchase price. Payment of the cost for the title insurance policy shall be the responsibility of the Purchaser.

Seller will convey title as follows: Fred Grissom, Sr.

### **Section III. Transfer of Property**

Possession of property will be transferred to purchaser at the closing of sale.

### **Section IV. Time of Essence; Closing**

Time is expressly declared to be of the essence of this contract. The contract must be executed and completed, and the sale closed, on or before thirty days of the date of this contract, or otherwise, as the parties agree in writing. Each party must fully perform all obligations under this agreement to insure closing within the period specified in this agreement, or any extension of the period specified.

### **Section V. Remedies of Parties**

(1) If purchaser fails or refuses to comply with the conditions assumed, or to perform all obligations under this agreement, seller has the right to enforce this contract by appropriate action, including an action for specific performance, or for damages for breach, and retain all money paid or deposited by purchaser pending the determination of that action.

(2) If seller fails or refuses to perform obligations under this agreement, including the furnishing of good title as defined in this agreement and transfer of possession, purchaser may either: (a) cancel the contract and recover all deposits and other amounts paid by purchaser under this agreement, and all expenses paid or incurred; or (b) pursue any remedy available to purchaser, in law or equity, including an action to compel specific performance of this contract, or one for damages for breach, separately or alternatively.

### **Section VI. Assignment; Modification; Entire Agreement of Parties Expressed**

No right or interest of purchaser under this agreement will be assigned without the prior written consent of seller.

No modification of this contract will be valid or binding unless the modification is in writing, duly dated and signed by both parties.

This instrument constitutes the entire agreement between the parties. Neither party will be bound by any terms, conditions, statements, or representations, oral or written, not contained in this agreement. Each party acknowledges that every promise or representation made by the other party, is expressly stated in this agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument.

**Section VII. Approval of City Council**

The City Council of the City of Mattoon, Illinois has duly authorized this transaction by the following actions: On March 21, 2006 the Mattoon City Council approved, pursuant to Illinois Statute 65 ILCS 5/11-76-4.1, Resolution No. 2006-2642 declaring, among others, Lot 21 of Lake Paradise Subdivision as surplus and authorized the management staff of the City to negotiate for the sale of the property. On June 5, 2007 the Mattoon City Council approved a Special Ordinance which approved the form of this contract and authorized the Mayor and City Clerk to sign any documents necessary to finalize the sale as called for in this agreement.

**Section VIII. Signature and Effective Date**

This instrument will not be effective as a contract until duly signed by both parties. The above date is the date of execution and effective date of the contract. The date of signature by each party is the above date unless otherwise indicated after the signature.

The parties have executed this instrument on the day and year first above written.

Seller

Purchaser

\_\_\_\_\_  
Charles E. White, Mayor

\_\_\_\_\_  
Fred Grissom, Sr.

ATTEST:

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

This instrument was prepared by:

J. Preston Owen  
City Attorney & Treasurer  
208 North 19<sup>th</sup> Street  
Mattoon, Illinois 61938  
(217) 258-7932 (Office)  
(217) 235-5464 (Facsimile)  
owenp@mattoonillinois.org



**Property Address:**

3221 East Lake Paradise Road  
Mattoon, IL 61938

**Prepared For:**

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

**Prepared As Of:**

May 10, 2007

**Prepared By:**

Stanley D. Gordon, CREA  
Gordon Appraisal Service, Inc.  
1601 Broadway Avenue, Suite 10  
Mattoon, IL 61938  
Phone: 217-235-4789 Fax: 217-234-4666  
stan@gordonappraisalsinc.com

GORDON APPRAISAL SERVICE, INC. - Limited Summary Report

**LAND APPRAISAL REPORT**

File No. 07-138-LAND

**IDENTIFICATION**

Borrower Client: City of Mattoon Census Tract 0002.00 Map Reference 17029  
 Property Address 3221 East Lake Paradise Road  
 City Mattoon County Coles State IL Zip Code 61938  
 Legal Description Lot 21, Lake Paradise Subdivision  
 Sale Price \$ N/A Date of Sale N/A Loan Term Unk yrs. Property Rights Appraised  Fee  Leasehold  De Minimus PUD  
 Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions  
 Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL 61938  
 Occupant Fred Grissom Sr. Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

**NEIGHBORHOOD**

Location  Urban  Suburban  Rural  
 Built Up  Over 75%  25% to 75%  Under 25%  
 Growth Rate  Fully Developed  Rapid  Steady  Slow  
 Property Values  Increasing  Stable  Declining  
 Demand/Supply  Shortage  In Balance  Over Supply  
 Marketing Time  Under 3 Mos.  3-6 Mos.  Over 6 Mos.  
 Present Land Use 100 % 1 Family % 2-4 Family % Apts. % Condo % Commercial  
 % Industrial 0 % Vacant %  
 Change in Present Land Use  Not Likely  Likely(\*)  Taking Place (\*)  
 (\*) From \_\_\_\_\_ To \_\_\_\_\_  
 Predominant Occupancy  Owner  Tenant % Vacant  
 Single Family Price Range \$ 25,000 to \$ 100,000 Predominant Value \$ 60,000  
 Single Family Age 30 yrs. to 60 yrs. Predominant Age 50 yrs.  
 Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) See Attached Addendum....

**SITE**

Dimensions See Plat Map = 23,533 sf Sq. Ft. or Acres  Corner Lot  
 Zoning Classification Restrictive Covenants Present Improvements  Do  Do not conform to zoning regulations  
 Highest and Best Use  Present Use  Other (specify)  
 Electricity  Public  Other (Describe)  
 Gas   
 Water   
 San. Sewer   
 Underground Elec. & Tel.  
 OFF SITE IMPROVEMENTS  
 Street Access  Public  Private  
 Surface Gravel  
 Maintenance  Public  Private  
 Storm Sewer  Curb/Gutter  
 Sidewalk  Street Lights  
 Topo Gently sloping  
 Size Larger than typical (14000 sf typical)  
 Shape Irregular  
 View Lake Paradise - Lake View  
 Drainage Adequate  
 Is the property located in a HUD Identified Special Flood Hazard Area?  Yes  No  
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements and encroachments apparent. Utility easements are those typical to the neighborhood. THIS SITE IS VALUED AS THOUGH VACANT WITH NO SEPTIC SYSTEM, BUILDINGS AND SITE IMPROVEMENTS.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	3221 East Lake Paradise Road Mattoon, IL 61938	1865 Scenic Lane Mattoon	Lot 10, Frank Prah's 4th Addition Neoga	Lot 11, Frank Prah's 4th Addition Neoga
Proximity to Subject		0.75 Miles SW	3.65 Miles SW	3.75 Miles SW
Sales Price	\$ N/A	\$ 13,500	\$ 27,000	\$ 27,000
Price P/sq.ft.	\$ N/A	\$ 1.18	\$ 1.29	\$ 1.29
Data Source	Inspect/owner	County records/Appraiser files	County Assessor	MLS #192730
Date of Sale and Time Adjustment	DESCRIPTION 6-06	DESCRIPTION 6-06	DESCRIPTION 8-04	DESCRIPTION 8-04
Location	Lake Paradise	Lake Paradise	Lake Mattoon	Lake Mattoon
Site/View	14,000 sf/Lake View	11,400 sf/Lake View	21,000 sf/Lake Frontage	21,000 sf/Lake Frontage
Topography	Gently sloping	Mostly level	Mostly level	Mostly level
Utilities	Water,elec,gas	Water,elec,gas	Water,elec,gas	Water,elec,gas
Zoning	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants
Excess Land	9,533 sf	None	1700	1700
Sales or Financing Concessions	Typical	Typical	Typical	Typical
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ 4800	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -8800	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -8800
Indicated Value of Subject		G: 35.56% N: 35.56% \$ 18,300	G: 45.19% N: 32.59% \$ 18,200	G: 45.19% N: 32.59% \$ 18,200

Comments on Market Data Recent sales of vacant sites located at Lake Mattoon or Lake Paradise that are similar to the subject site in size and zoning are limited

Comments and Conditions of Appraisal Scope of appraisal entails analysis of pertinent data and facts from buyers, sellers, realtors, appraisers, county record, multiple listing services, periodicals, appraisal organizations, cost services, etc.

Final Reconciliation Each sale is given strong weight in the reconciliation to value.

**RECONCILIATION**

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 10, 2007 to be \$ 18,200.00

Appraiser(s)   
 Stanley D. Gordon, CREA Review Appraiser (if applicable)  
 Certification/License # 153-000262  Did  Did Not Physically Inspect Property

**TEXT ADDENDUM**

Borrower/Client	City of Mattoon		
Address	3221 East Lake Paradise Road	Unit No.	N/A
City	Mattoon	County	Coles
		State	IL
		Zip Code	61938
Lender/Client	City of Mattoon		

**NEIGHBORHOOD MARKETABILITY FACTORS**

Mattoon is a community of approximately 18,500 in population located 25 miles northeast of Effingham, IL and 45 miles south of Champaign, IL along US Route 45, IL Routes 16 & 121 and I-57. Mattoon has adequate schools of Grades K-12, shopping and employment. Lake Land Community College is located 4 miles south and Eastern Illinois University 10 miles east of Mattoon. There are city parks located in each quadrant of Mattoon. Subject neighborhood is located three miles southwest side of Mattoon, south of IL Route 16 and west of US Route 45. The neighborhood is the residential lots located around Lake Paradise.

### PLAT MAP

Borrower/Client	City of Mattoon	Unit No.	N/A
Address	3221 East Lake Paradise Road	County	Coles
City	Mattoon	State	IL
Lender/Client	City of Mattoon	Zip Code	61938



**USPAP COMPLIANCE ADDENDUM**

**File No.** 07-138-LAND

Borrower/Client City of Mattoon Order # \_\_\_\_\_  
 Property Address 3221 East Lake Paradise Road  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender City of Mattoon Client Reference # CITY OF MATTOON

*Only those items checked below apply to this report*

**PURPOSE & FUNCTION AND INTENDED USE OF THE APPRAISAL**

- The purpose of the appraisal is to provide an opinion of market value of the subject property as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of the report. The only function of the appraisal is to assist the referenced client as the intended user of the report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for lending purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended user, is prohibited.
- The purpose of the appraisal is to provide an opinion of market value of the subject property, as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property Real Estate Owned (REO) purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.
- The purpose of this appraisal is to estimate the market value, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for marketing purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use is prohibited.

**TYPE OF APPRAISAL AND APPRAISAL REPORT**

- This is a Limited Appraisal written in a Summary Report format and the USPAP Departure Rule has not been invoked.
- This is a Limited Appraisal written in a \_\_\_\_\_ Report format and the USPAP Departure Rule has been invoked as disclosed in the body or addenda of the report. The client has agreed that a Limited Appraisal is sufficient for its purposes.

**SCOPE (EXTENT) OF REPORT**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion. The extent of analysis applied to this assignment may be further imparted within the report, the Appraiser's Certification below and/or any other Statement of Limiting Conditions and Appraiser's Certification such as may be utilized within the Freddie Mac form 439 or Fannie Mae form 1004b (dated 6/93), when applicable.

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 90-180 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 60-90 day(s).

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report or to the parties involved, unless otherwise stated within the report.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have  or have not  made a personal inspection of the property that is the subject of this report. (if more than one person signs this report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraisal property.)
- No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

NOTE: In the case of any conflict with a client provided certification (i.e., Fannie Mae or Freddie Mac), this revised certification shall take precedence.

**- Supervisory Appraiser's Certification:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications 2-7 and 9 on the second page of Freddie Mac Form 439 6-93/Fannie Mae Form 1004B 6-93, or the third page of form 2055, and am taking full responsibility for the appraisal report.

**APPRAISER'S AND SUPERVISORY APPRAISER'S SIGNATURE**

**APPRAISER:** Stanley D. Gordon  
 Signature: \_\_\_\_\_  
 Name: Stanley D. Gordon, CREA  
 Date the Report was Signed: May 23, 2007  
 State Certification #: 153-000262  
 or State License #: \_\_\_\_\_  
 State: IL  
 Expiration Date of Certification or License: 9-30-07

**SUPERVISORY APPRAISER (only if required):**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date the Report was Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

- Did inspect subject property  Inspected Comparables
- Interior & Exterior  Interior and Exterior
- Exterior Only  Exterior Only

### SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client	City of Mattoon	Unit No.	N/A
Address	3221 East Lake Paradise Road	Zip Code	61938
City	Mattoon	County	Coles
		State	IL
Lender/Client	City of Mattoon		



**Site View**



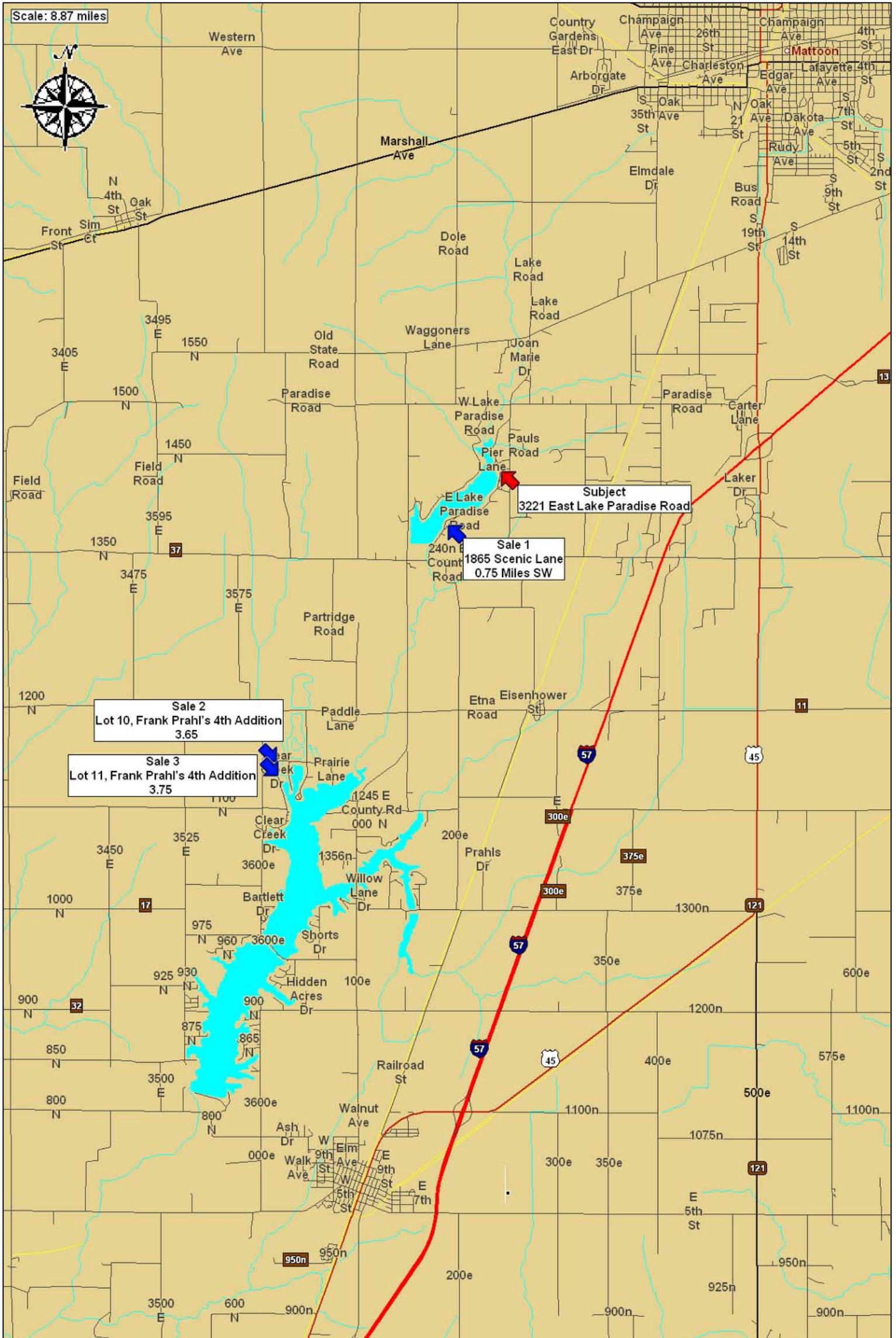
**Lake View**



**Street View**

### LOCATION MAP

Borrower/Client City of Mattoon  
 Address 3221 East Lake Paradise Road Unit No. N/A  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender/Client City of Mattoon



**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer, consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated, in the appraisal report, only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
10. This report IS NOT a home inspection, the appraiser only performed a visual inspection of accessible areas and the appraisal cannot be relied upon to disclose conditions and/or defects in the property.
11. Simply because a borrower or third party may receive a copy of the appraisal, does not mean that the borrower or third party is an Intended User as defined in the URAR form.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 3221 East Lake Paradise Road, Mattoon, IL 61938

**APPRAISER:**

Signature:   
Name: Stanley D. Gordon, CREA  
Date Signed: May 23, 2007  
State Certification #: 153-000262  
or State License #: \_\_\_\_\_  
State: IL  
Expiration Date of Certification or License: 9-30-07

**SUPERVISORY APPRAISER** (only if required):

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_  
 Did  Did Not Inspect Property

### INVOICE

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">FROM</th> </tr> <tr> <td style="padding: 5px;">                     Gordon Appraisal Service, Inc.                      Stanley D. Gordon, CREA                      1601 Broadway Avenue, Suite 10                      Mattoon, IL 61938                 </td> </tr> </table>	FROM	Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">FILE NUMBER</th> </tr> <tr> <td style="text-align: center; padding: 5px;">07-138-LAND</td> </tr> </table>	FILE NUMBER	07-138-LAND
FROM					
Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938					
FILE NUMBER					
07-138-LAND					
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TO					
City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938					

Invoice Date	Appraisal Date	Loan Number	Case Number	Tax ID Number	Contact Phone
May 23, 2007	May 10, 2007		CITY OF MATTOON	32-0007874	217-235-4789

PROPERTY INFORMATION	Purchaser/Borrower <u>Client: City of Mattoon</u>
	Property Address <u>3221 East Lake Paradise Road</u> Unit No. <u>N/A</u>
	City <u>Mattoon</u> Subdivision _____
	County <u>Coles</u> State <u>IL</u> Zip Code <u>61938</u>
	Legal Description <u>Lot 21, Lake Paradise Subdivision</u>

INVOICE INFORMATION	Appraisal Fee Amount ..... \$ <u>75.00</u>
	Mail or Handling Fee ..... \$ _____
	Additional Charge No. 1 ..... \$ _____
	Additional Charge No. 2 ..... \$ _____
	Additional Charge No. 3 ..... \$ _____
	Sales Tax (     %) ..... \$ _____
	Total Amount of Invoice     \$ <u><b>75.00</b></u>
Comments: <b>DUE IN 15 DAYS. All accounts outstanding over 30 days will be assessed a 2% per month late charge.</b>	

Invoice Date	Appraisal Date	Loan Number	Case Number	File Number	Client's Phone
May 23, 2007	May 10, 2007		CITY OF MATTOON	07-138-LAND	217-235-5654

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">FROM</th> </tr> <tr> <td style="padding: 5px;">                     City of Mattoon                      Preston Owen                      208 North 19th Street                      Mattoon, IL 61938                 </td> </tr> </table>	FROM	City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">AMOUNT DUE</th> </tr> <tr> <td style="text-align: center; padding: 5px;">                     \$ <u><b>75.00</b></u> </td> </tr> </table>	AMOUNT DUE	\$ <u><b>75.00</b></u>
FROM					
City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938					
AMOUNT DUE					
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TO					
Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938					
AMOUNT ENCLOSED					
\$ _____					

**TERMS - Balance due upon receipt of invoice. Please return this portion with your payment. Thank you!**

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1228**

**SPECIAL ORDINANCE: AUTHORIZING THE SALE OF LOT 67 IN LAKE PARADISE SUBDIVISION TO DOLORES BRUMLEVE, CURRENT OWNER OF A HOME ON LEASED PREMISES AT LOT 67, LAKE PARADISE SUBDIVISION, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION.  
(COMMONLY KNOWN AS 2153 PRIMROSE LANE)**

**WHEREAS**, state statute (65 ILCS 5/11-76-4.1) enables the corporate authorities to accept any contract proposal determined by them to be in the best interest of the municipality by a vote of two-thirds of the corporate authorities then holding office, but in no event at a price less than 80% of the appraised value; and

**WHEREAS**, by Resolution 2006-2642, adopted March 21, 2006, the City Council made a finding that the real estate owned by the municipality that is the subject of this ordinance is no longer necessary or required for the use of the municipality; and

**WHEREAS**, said resolution authorized the management staff to solicit offers for the sale of this real estate provided that any such sale shall be subject to ratification by a special ordinance of the City Council; and

**WHEREAS**, Dolores Brumleve has made an offer to purchase the property for \$10,000.00; and

**WHEREAS**, Dolores Brumleve owns the home located on the property; and

**WHEREAS**, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$10,000.00 was the fair market value of the real estate as of May 10, 2007, a copy of which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, The City has undertaken to have the property subdivided, appraised and has had the title insurance covering the property updated and the purchasers are willing to pay their share of those costs; and

**WHEREAS**, the City Attorney has prepared a Real Estate Sales Contract that is attached to the Special Ordinance and incorporated herein by this reference.

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

**Section 1.** The city attorney is authorized to prepare closing documents and the mayor and city clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 3 of this ordinance to Dolores Brumleve, subject to a payment of \$10,000.00. The purchase price will be due at closing.

**Section 3.** The real estate to be conveyed pursuant to this ordinance is legally described as:

Lot 67 in Lake Paradise Subdivision, Unincorporated Coles County, Illinois.

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

**Section 5.** This ordinance shall be effective upon its approval as provided by law.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

## REAL ESTATE SALES CONTRACT

This agreement is made on \_\_\_\_\_, by the City of Mattoon, an Illinois municipal corporation ("seller"), of 208 North 19<sup>th</sup> Street, Mattoon, Coles County, Illinois, and Dolores Brumleve ("purchaser"), of 2153 Primrose Lane, in unincorporated Coles County, Illinois.

### **Recitals**

1. Seller is the owner of the lot or parcel of real property situated at 2153 Primrose Lane, unincorporated Coles County, Illinois, and more fully described as follows:

Lot 67 in Lake Paradise Subdivision, in unincorporated Coles County, Illinois.

2. Seller desires to sell and purchaser desires to buy property, for the purchase price and on the terms and conditions stated in this agreement.

In consideration of the mutual promises in this agreement, the parties agree:

### **Section I. Purchase Price and Terms of Payment**

The sales price of the property is \$10,000.00.

A breakdown of the total due at closing from the purchaser is:

Lot Price	\$ 10,000.00
Subdivision Costs	\$ 563.52
Appraisal	\$ 75.00
Final Title Search	\$ 65.00
Recording Fee	\$ 44.00
Title Insurance	\$ 68.00
Credit for 2007 PMT	<u>\$ (418.33)</u>
Total	\$ 10,397.19

This amount will be paid on closing, in the exact balance of purchase price after crediting the above items, with principal balance on existing encumbrance to be computed exactly to close of transaction.

### **Section II. Title**

Title to property to be conveyed by seller will be good and marketable title, clear of all liens, encumbrances, defects, and burdens, except: utility easements, and agreements with utility companies of record; zoning ordinances; existing rights of way for streets and alleys bordering property.

Title as required in this agreement will be evidenced by a standard form policy of title insurance issued by Crites Title Company. The policy will be issued as of the closing date

and will be in the amount of the purchase price. Payment of the cost for the title insurance policy shall be the responsibility of the Purchaser.

Seller will convey title as follows: Dolores Brumleve.

### **Section III. Transfer of Property**

Possession of property will be transferred to purchaser at the closing of sale.

### **Section IV. Time of Essence; Closing**

Time is expressly declared to be of the essence of this contract. The contract must be executed and completed, and the sale closed, on or before thirty days of the date of this contract, or otherwise, as the parties agree in writing. Each party must fully perform all obligations under this agreement to insure closing within the period specified in this agreement, or any extension of the period specified.

### **Section V. Remedies of Parties**

(1) If purchaser fails or refuses to comply with the conditions assumed, or to perform all obligations under this agreement, seller has the right to enforce this contract by appropriate action, including an action for specific performance, or for damages for breach, and retain all money paid or deposited by purchaser pending the determination of that action.

(2) If seller fails or refuses to perform obligations under this agreement, including the furnishing of good title as defined in this agreement and transfer of possession, purchaser may either: (a) cancel the contract and recover all deposits and other amounts paid by purchaser under this agreement, and all expenses paid or incurred; or (b) pursue any remedy available to purchaser, in law or equity, including an action to compel specific performance of this contract, or one for damages for breach, separately or alternatively.

### **Section VI. Assignment; Modification; Entire Agreement of Parties Expressed**

No right or interest of purchaser under this agreement will be assigned without the prior written consent of seller.

No modification of this contract will be valid or binding unless the modification is in writing, duly dated and signed by both parties.

This instrument constitutes the entire agreement between the parties. Neither party will be bound by any terms, conditions, statements, or representations, oral or written, not contained in this agreement. Each party acknowledges that every promise or representation made by the other party, is expressly stated in this agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument.

## Section VII. Approval of City Council

The City Council of the City of Mattoon, Illinois has duly authorized this transaction by the following actions: On March 21, 2006 the Mattoon City Council approved, pursuant to Illinois Statute 65 ILCS 5/11-76-4.1, Resolution No. 2006-2642 declaring, among others, Lot 67 of Lake Paradise Subdivision as surplus and authorized the management staff of the City to negotiate for the sale of the property. On June 5, 2007 the Mattoon City Council approved a Special Ordinance which approved the form of this contract and authorized the Mayor and City Clerk to sign any documents necessary to finalize the sale as called for in this agreement.

## Section VIII. Signature and Effective Date

This instrument will not be effective as a contract until duly signed by both parties. The above date is the date of execution and effective date of the contract. The date of signature by each party is the above date unless otherwise indicated after the signature.

The parties have executed this instrument on the day and year first above written.

Seller

Purchaser

---

Charles E. White, Mayor

---

Dolores Brumleve

ATTEST:

---

Susan J. O'Brien, City Clerk

This instrument was prepared by:

J. Preston Owen  
City Attorney & Treasurer  
208 North 19<sup>th</sup> Street  
Mattoon, Illinois 61938  
(217) 258-7932 (Office)  
(217) 235-5464 (Facsimile)  
owenp@mattoonillinois.org



**Property Address:**

2153 Primrose Lane  
Mattoon, IL 61938

**Prepared For:**

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

**Prepared As Of:**

May 10, 2007

**Prepared By:**

Stanley D. Gordon, CREA  
Gordon Appraisal Service, Inc.  
1601 Broadway Avenue, Suite 10  
Mattoon, IL 61938  
Phone: 217-235-4789 Fax: 217-234-4666  
stan@gordonappraisalsinc.com

GORDON APPRAISAL SERVICE, INC. - Summary Report

**LAND APPRAISAL REPORT**

File No. 07-137-LAND

**IDENTIFICATION**

Borrower Client: City of Mattoon Census Tract 0002.00 Map Reference 17029  
 Property Address 2153 Primrose Lane  
 City Mattoon County Coles State IL Zip Code 61938  
 Legal Description Lot 67, Lake Paradise Subdivision  
 Sale Price \$ N/A Date of Sale N/A Loan Term Unk yrs. Property Rights Appraised  Fee  Leasehold  De Minimus PUD  
 Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions  
 Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL 61938  
 Occupant Dolores Brumleve Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

**NEIGHBORHOOD**

Location  Urban  Suburban  Rural  
 Built Up  Over 75%  25% to 75%  Under 25%  
 Growth Rate  Fully Developed  Rapid  Steady  Slow  
 Property Values  Increasing  Stable  Declining  
 Demand/Supply  Shortage  In Balance  Over Supply  
 Marketing Time  Under 3 Mos.  3-6 Mos.  Over 6 Mos.  
 Present Land Use 100 % 1 Family % 2-4 Family % Apts. % Condo % Commercial  
 % Industrial 0 % Vacant %  
 Change in Present Land Use  Not Likely  Likely(\*)  Taking Place (\*)  
 (\*) From \_\_\_\_\_ To \_\_\_\_\_  
 Predominant Occupancy  Owner  Tenant % Vacant  
 Single Family Price Range \$ 25,000 to \$ 100,000 Predominant Value \$ 60,000  
 Single Family Age 30 yrs. to 60 yrs. Predominant Age 50 yrs.  
 Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) See Attached Addendum....

Employment Stability	Good	Avg.	Fair	Poor
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SITE**

Dimensions 50.57 x 120.57 74.31 x 45.66 x 74.31 x 59.94 x 55.14 = 7,844 sf Sq. Ft. or Acres  Corner Lot  
 Zoning Classification Restrictive Covenants Present Improvements  Do  Do not conform to zoning regulations  
 Highest and Best Use  Present Use  Other (specify)  
 Electricity  Public  Other (Describe)  
 Gas   
 Water   
 San. Sewer   
 Underground Elec. & Tel.  
 OFF SITE IMPROVEMENTS  
 Street Access  Public  Private  
 Surface Gravel  
 Maintenance  Public  Private  
 Storm Sewer  Curb/Gutter  
 Sidewalk  Street Lights  
 Topo Gently sloping  
 Size Typical for neighborhood  
 Shape Irregular (See Attached Plat Map)  
 View Lake Paradise - Lake front  
 Drainage Adequate  
 Is the property located in a HUD Identified Special Flood Hazard Area?  Yes  No  
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements and encroachments apparent. Utility easements are those typical to the neighborhood. THIS SITE IS VALUED AS THOUGH VACANT WITH NO SEPTIC SYSTEM, BUILDINGS AND SITE IMPROVEMENTS.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	2153 Primrose Lane Mattoon, IL 61938	1865 Scenic Lane Mattoon	Lot 10, Frank Prah's 4th Addition Mattoon	Lot 11, Frank Prah's 4th Addition Neoga
Proximity to Subject		0.28 Miles SW	3.16 Miles SW	3.15 Miles SW
Sales Price	\$ N/A	\$ 13,500	\$ 27,000	\$ 27,000
Price P/sq.ft.	\$ N/A	\$ 1.18	\$ 1.29	\$ 1.29
Data Source	Inspect/owner	County records/Appraiser files	County Assessor	MLS #192730
Date of Sale and Time Adjustment	DESCRIPTION 6-06	DESCRIPTION 6-06	DESCRIPTION 8-04	DESCRIPTION 8-04
Location	Lake Paradise	Lake Paradise	Lake Mattoon	Lake Mattoon
Site/View	7,844 sf/ - Lake front	11,400sf/Lake View	21,000 sf/Lake Frontage	21,000 sf/Lake Frontage
Topography	Gently sloping	Mostly level	Mostly level	Mostly level
Utilities	Water,elec,gas	Water,elec,gas	Water,elec,gas	Water,elec,gas
Zoning	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants
Building Improvement	None	None	None	None
Sales or Financing Concessions	Typical	Typical	Typical	Typical
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -3500	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -17100	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -17100
Indicated Value of Subject	G: 25.93% N: 25.93%	\$ 10,000	G: 63.33% N: 63.33%	\$ 9,900

Comments on Market Data Recent sales of vacant sites located at Lake Mattoon or Lake Paradise that are similar to the subject site in size and zoning are limited

**RECONCILIATION**

Comments and Conditions of Appraisal Scope of appraisal entails analysis of pertinent data and facts from buyers, sellers, realtors, appraisers, county record, multiple listing services, periodicals, appraisal organizations, cost services, etc.  
 Final Reconciliation Each sale is given weight in the reconciliation to value.

**I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF** May 10, 2007 **to be \$** 10,000.00

Appraiser(s)   
 Stanley D. Gordon, CREA Review Appraiser (if applicable)  
 Certification/License # 153-000262  Did  Did Not Physically Inspect Property

**TEXT ADDENDUM**

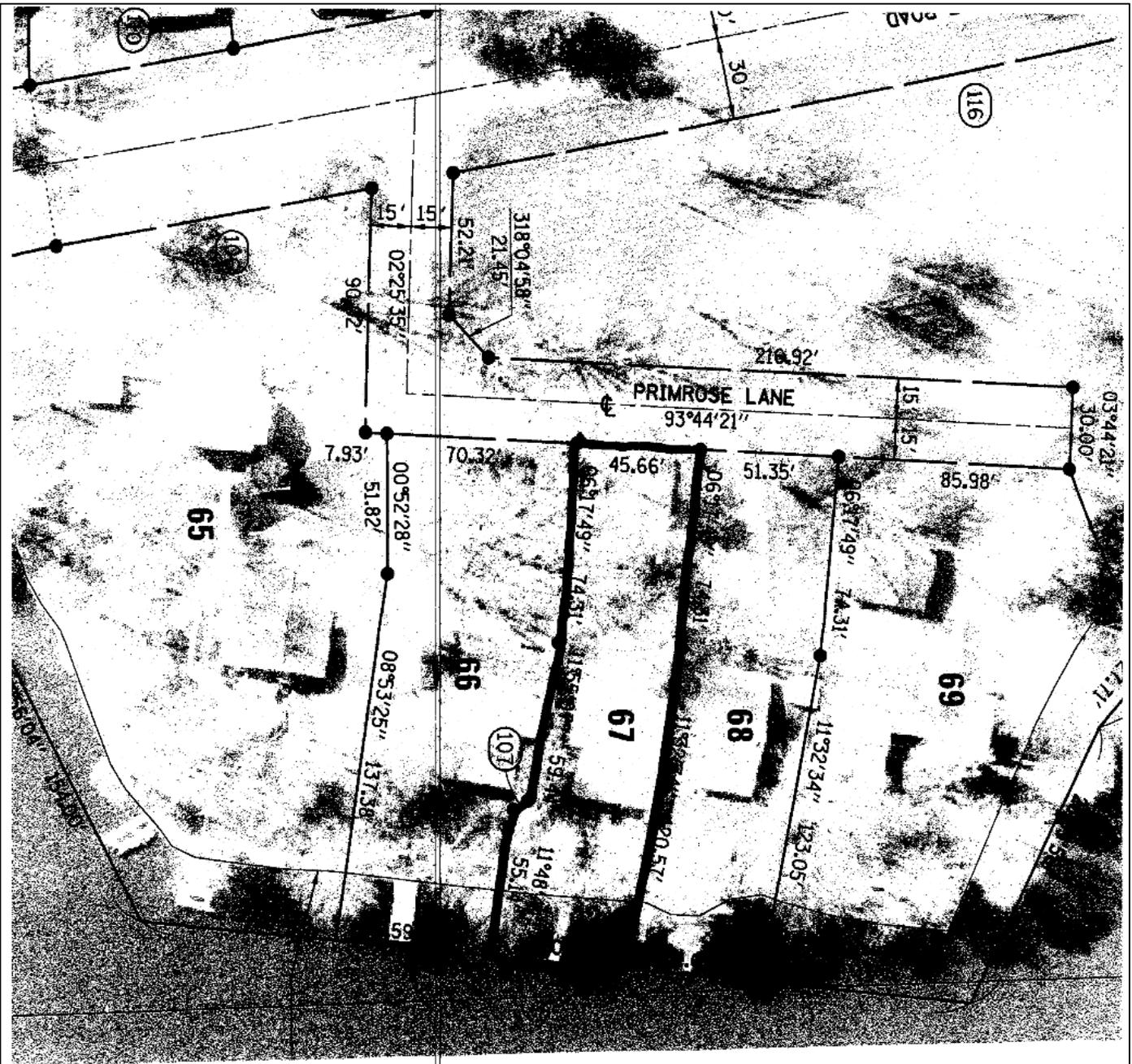
Borrower/Client	City of Mattoon		
Address	2153 Primrose Lane	Unit No.	N/A
City	Mattoon	County	Coles
		State	IL
		Zip Code	61938
Lender/Client	City of Mattoon		

**NEIGHBORHOOD MARKETABILITY FACTORS**

Mattoon is a community of approximately 18,500 in population located 25 miles northeast of Effingham, IL and 45 miles south of Champaign, IL along US Route 45, IL Routes 16 & 121 and I-57. Mattoon has adequate schools of Grades K-12, shopping and employment. Lake Land Community College is located 4 miles south and Eastern Illinois University 10 miles east of Mattoon. There are city parks located in each quadrant of Mattoon. Subject neighborhood is located three miles southwest side of Mattoon, south of IL Route 16 and west of US Route 45. The neighborhood is the residential lots located around Lake Paradise.

### PLAT MAP

Borrower/Client	City of Mattoon	Unit No.	N/A
Address	2153 Primrose Lane	County	Coles
City	Mattoon	State	IL
Lender/Client	City of Mattoon	Zip Code	61938



**USPAP COMPLIANCE ADDENDUM**

**File No.** 07-137-LAND

Borrower/Client City of Mattoon Order # \_\_\_\_\_  
 Property Address 2153 Primrose Lane  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender City of Mattoon Client Reference # CITY OF MATTOON

*Only those items checked below apply to this report*

**PURPOSE & FUNCTION AND INTENDED USE OF THE APPRAISAL**

- The purpose of the appraisal is to provide an opinion of market value of the subject property as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of the report. The only function of the appraisal is to assist the referenced client as the intended user of the report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for lending purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended user, is prohibited.
- The purpose of the appraisal is to provide an opinion of market value of the subject property, as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property Real Estate Owned (REO) purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.
- The purpose of this appraisal is to estimate the market value, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for marketing purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use is prohibited.

**TYPE OF APPRAISAL AND APPRAISAL REPORT**

- This is a Limited Appraisal written in a Summary Report format and the USPAP Departure Rule has not been invoked.
- This is a Limited Appraisal written in a \_\_\_\_\_ Report format and the USPAP Departure Rule has been invoked as disclosed in the body or addenda of the report. The client has agreed that a Limited Appraisal is sufficient for its purposes.

**SCOPE (EXTENT) OF REPORT**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion. The extent of analysis applied to this assignment may be further imparted within the report, the Appraiser's Certification below and/or any other Statement of Limiting Conditions and Appraiser's Certification such as may be utilized within the Freddie Mac form 439 or Fannie Mae form 1004b (dated 6/93), when applicable.

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 90-180 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 60-90 day(s).

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report or to the parties involved, unless otherwise stated within the report.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have  or have not  made a personal inspection of the property that is the subject of this report. (if more than one person signs this report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraisal property.)
- No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

NOTE: In the case of any conflict with a client provided certification (i.e., Fannie Mae or Freddie Mac), this revised certification shall take precedence.

**- Supervisory Appraiser's Certification:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications 2-7 and 9 on the second page of Freddie Mac Form 439 6-93/Fannie Mae Form 1004B 6-93, or the third page of form 2055, and am taking full responsibility for the appraisal report.

**APPRAISER'S AND SUPERVISORY APPRAISER'S SIGNATURE**

**APPRAISER:** Stanley D. Gordon  
 Signature: \_\_\_\_\_  
 Name: Stanley D. Gordon, CREA  
 Date the Report was Signed: May 23, 2007  
 State Certification #: 153-000262  
 or State License #: \_\_\_\_\_  
 State: IL  
 Expiration Date of Certification or License: 9-30-07

**SUPERVISORY APPRAISER (only if required):**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date the Report was Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

- Did inspect subject property  Inspected Comparables
- Interior & Exterior  Interior and Exterior
- Exterior Only  Exterior Only

### SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client <u>City of Mattoon</u>		Unit No. <u>N/A</u>
Address <u>2153 Primrose Lane</u>		Zip Code <u>61938</u>
City <u>Mattoon</u>	County <u>Coles</u>	State <u>IL</u>
Lender/Client <u>City of Mattoon</u>		



**Front View**



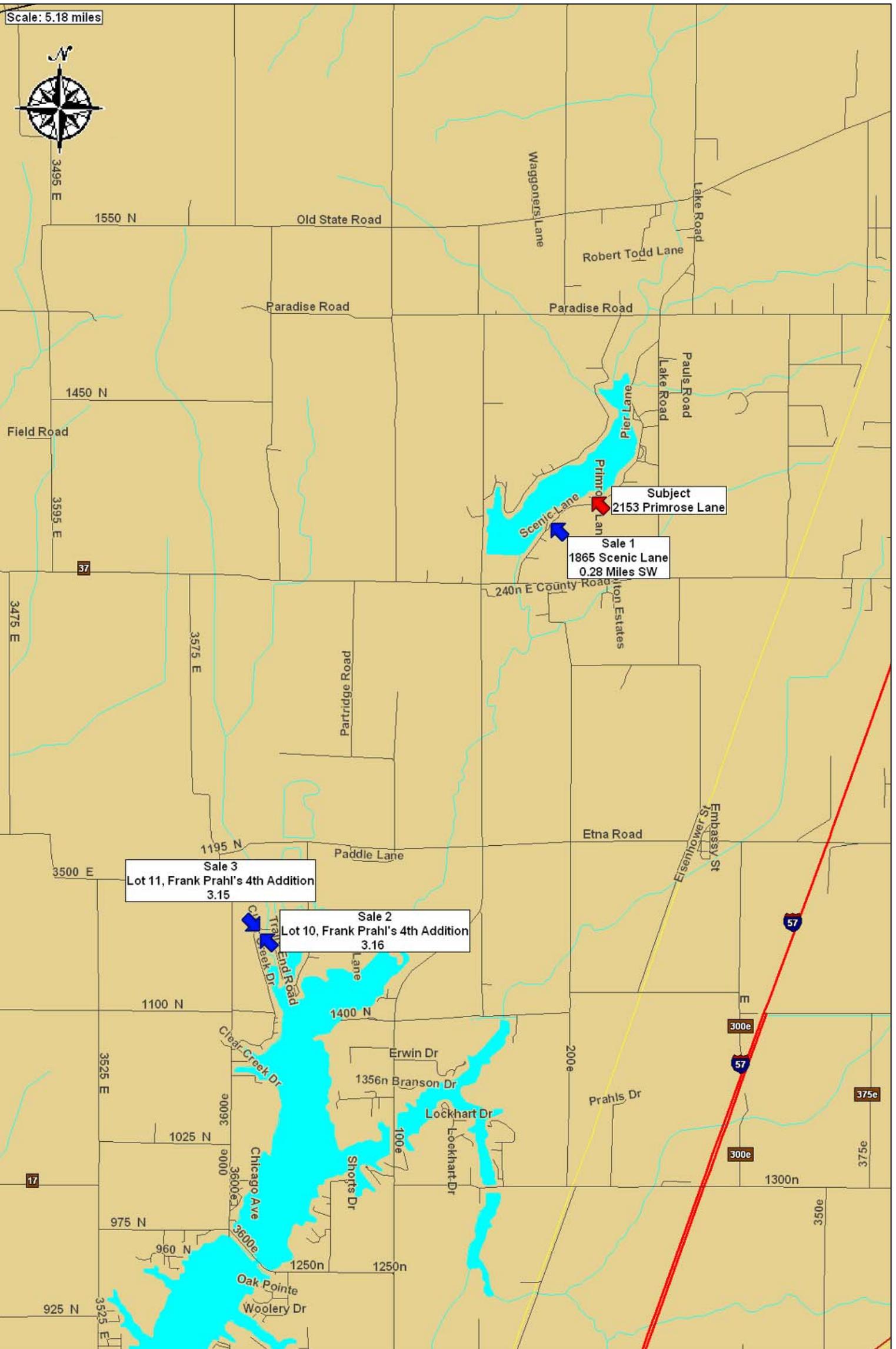
**Lake View**



**Street View**

### LOCATION MAP

Borrower/Client	City of Mattoon	Unit No.	N/A
Address	2153 Primrose Lane	State	IL
City	Mattoon	County	Coles
Lender/Client	City of Mattoon	Zip Code	61938



**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer, consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated, in the appraisal report, only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
10. This report IS NOT a home inspection, the appraiser only performed a visual inspection of accessible areas and the appraisal cannot be relied upon to disclose conditions and/or defects in the property.
11. Simply because a borrower or third party may receive a copy of the appraisal, does not mean that the borrower or third party is an Intended User as defined in the URAR form.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 2153 Primrose Lane, Mattoon, IL 61938

**APPRAISER:**

Signature:   
 Name: Stanley D. Gordon, CREA  
 Date Signed: May 23, 2007  
 State Certification #: 153-000262  
 or State License #: \_\_\_\_\_  
 State: IL  
 Expiration Date of Certification or License: 9-30-07

**SUPERVISORY APPRAISER** (only if required):

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_  
 Did  Did Not Inspect Property

### INVOICE

<b>FROM</b> Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<b>FILE NUMBER</b> 07-137-LAND
<b>TO</b> City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938	

Invoice Date	Appraisal Date	Loan Number	Case Number	Tax ID Number	Contact Phone
May 23, 2007	May 10, 2007		CITY OF MATTOON	32-0007874	217-235-4789

<b>PROPERTY INFORMATION</b>	Purchaser/Borrower <u>Client: City of Mattoon</u>
	Property Address <u>2153 Primrose Lane</u> Unit No. <u>N/A</u>
	City <u>Mattoon</u> Subdivision _____
	County <u>Coles</u> State <u>IL</u> Zip Code <u>61938</u>
	Legal Description <u>Lot 67, Lake Paradise Subdivision</u>

<b>INVOICE INFORMATION</b>	Appraisal Fee Amount ..... \$ <u>75.00</u>
	Mail or Handling Fee ..... \$ _____
	Additional Charge No. 1 ..... \$ _____
	Additional Charge No. 2 ..... \$ _____
	Additional Charge No. 3 ..... \$ _____
	Sales Tax (     %) ..... \$ _____
	Total Amount of Invoice     \$ <u><b>75.00</b></u>
Comments: <b>DUE IN 15 DAYS. All accounts outstanding over 30 days will be assessed a 2% per month late charge.</b>	

Invoice Date	Appraisal Date	Loan Number	Case Number	File Number	Client's Phone
May 23, 2007	May 10, 2007		CITY OF MATTOON	07-137-LAND	217-235-5654

<b>FROM</b> City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938	<b>AMOUNT DUE</b> \$ <u><b>75.00</b></u>
<b>TO</b> Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<b>AMOUNT ENCLOSED</b> \$ _____

**TERMS - Balance due upon receipt of invoice. Please return this portion with your payment. Thank you!**

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1229**

**SPECIAL ORDINANCE: AUTHORIZING THE SALE OF LOT 43 IN LAKE PARADISE SUBDIVISION TO JEAN DAVIDSON AND DAVID FIALA, CURRENT OWNERS OF A HOME ON LEASED PREMISES AT LOT 43, LAKE PARADISE SUBDIVISION, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION.  
(COMMONLY KNOWN AS 2372 POND LANE)**

**WHEREAS**, state statute (65 ILCS 5/11-76-4.1) enables the corporate authorities to accept any contract proposal determined by them to be in the best interest of the municipality by a vote of two-thirds of the corporate authorities then holding office, but in no event at a price less than 80% of the appraised value; and

**WHEREAS**, by Resolution 2006-2642, adopted March 21, 2006, the City Council made a finding that the real estate owned by the municipality that is the subject of this ordinance is no longer necessary or required for the use of the municipality; and

**WHEREAS**, said resolution authorized the management staff to solicit offers for the sale of this real estate provided that any such sale shall be subject to ratification by a special ordinance of the City Council; and

**WHEREAS**, Jean Davidson and David Fiala have made an offer to purchase the property for \$9,000.00; and

**WHEREAS**, Jean Davidson and David Fiala own the home located on the property; and

**WHEREAS**, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$9,000.00 was the fair market value of the real estate as of May 10, 2007, a copy of which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, The City has undertaken to have the property subdivided, appraised and has had the title insurance covering the property updated and the purchasers are willing to pay their share of those costs; and

**WHEREAS**, the City Attorney has prepared a Real Estate Sales Contract that is attached to the Special Ordinance and incorporated herein by this reference.

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

**Section 1.** The city attorney is authorized to prepare closing documents and the mayor and city clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 3 of this ordinance to Jean Davidson and David Fiala, subject to a payment of \$9,000.00. The purchase price will be due at closing.

**Section 3.** The real estate to be conveyed pursuant to this ordinance is legally described as:

Lot 43 in Lake Paradise Subdivision, Unincorporated Coles County, Illinois.

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

**Section 5.** This ordinance shall be effective upon its approval as provided by law.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_

\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

## REAL ESTATE SALES CONTRACT

This agreement is made on \_\_\_\_\_, by the City of Mattoon, an Illinois municipal corporation ("seller"), of 208 North 19<sup>th</sup> Street, Mattoon, Coles County, Illinois, and Jean Davidson and David Fiala ("purchasers"), of 2372 Pond Lane, in unincorporated Coles County, Illinois.

### **Recitals**

1. Seller is the owner of the lot or parcel of real property situated at 2372 Pond Lane, unincorporated Coles County, Illinois, and more fully described as follows:

Lot 43 in Lake Paradise Subdivision, in unincorporated Coles County, Illinois.

2. Seller desires to sell and purchaser desires to buy property, for the purchase price and on the terms and conditions stated in this agreement.

In consideration of the mutual promises in this agreement, the parties agree:

### **Section I. Purchase Price and Terms of Payment**

The sales price of the property is \$9,000.00.

A breakdown of the total due at closing from the purchaser is:

Lot Price	\$ 9,000.00
Subdivision Costs	\$ 542.00
Appraisal	\$ 75.00
Final Title Search	\$ 65.00
Recording Fee	\$ 44.00
Title Insurance	\$ 68.00
Credit for 2007 PMT	<u>\$ (380.00)</u>
Total	\$ 9,414.00

This amount will be paid on closing, in the exact balance of purchase price after crediting the above items, with principal balance on existing encumbrance to be computed exactly to close of transaction.

### **Section II. Title**

Title to property to be conveyed by seller will be good and marketable title, clear of all liens, encumbrances, defects, and burdens, except: utility easements, and agreements with utility companies of record; zoning ordinances; existing rights of way for streets and alleys bordering property.

Title as required in this agreement will be evidenced by a standard form policy of title insurance issued by Crites Title Company. The policy will be issued as of the closing date

and will be in the amount of the purchase price. Payment of the cost for the title insurance policy shall be the responsibility of the Purchaser.

Seller will convey title as follows: Jean Davidson and David Fiala.

### **Section III. Transfer of Property**

Possession of property will be transferred to purchaser at the closing of sale.

### **Section IV. Time of Essence; Closing**

Time is expressly declared to be of the essence of this contract. The contract must be executed and completed, and the sale closed, on or before thirty days of the date of this contract, or otherwise, as the parties agree in writing. Each party must fully perform all obligations under this agreement to insure closing within the period specified in this agreement, or any extension of the period specified.

### **Section V. Remedies of Parties**

(1) If purchaser fails or refuses to comply with the conditions assumed, or to perform all obligations under this agreement, seller has the right to enforce this contract by appropriate action, including an action for specific performance, or for damages for breach, and retain all money paid or deposited by purchaser pending the determination of that action.

(2) If seller fails or refuses to perform obligations under this agreement, including the furnishing of good title as defined in this agreement and transfer of possession, purchaser may either: (a) cancel the contract and recover all deposits and other amounts paid by purchaser under this agreement, and all expenses paid or incurred; or (b) pursue any remedy available to purchaser, in law or equity, including an action to compel specific performance of this contract, or one for damages for breach, separately or alternatively.

### **Section VI. Assignment; Modification; Entire Agreement of Parties Expressed**

No right or interest of purchaser under this agreement will be assigned without the prior written consent of seller.

No modification of this contract will be valid or binding unless the modification is in writing, duly dated and signed by both parties.

This instrument constitutes the entire agreement between the parties. Neither party will be bound by any terms, conditions, statements, or representations, oral or written, not contained in this agreement. Each party acknowledges that every promise or representation made by the other party, is expressly stated in this agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument.

## Section VII. Approval of City Council

The City Council of the City of Mattoon, Illinois has duly authorized this transaction by the following actions: On March 21, 2006 the Mattoon City Council approved, pursuant to Illinois Statute 65 ILCS 5/11-76-4.1, Resolution No. 2006-2642 declaring, among others, Lot 43 of Lake Paradise Subdivision as surplus and authorized the management staff of the City to negotiate for the sale of the property. On June 5, 2007 the Mattoon City Council approved a Special Ordinance which approved the form of this contract and authorized the Mayor and City Clerk to sign any documents necessary to finalize the sale as called for in this agreement.

## Section VIII. Signature and Effective Date

This instrument will not be effective as a contract until duly signed by both parties. The above date is the date of execution and effective date of the contract. The date of signature by each party is the above date unless otherwise indicated after the signature.

The parties have executed this instrument on the day and year first above written.

Seller

Purchaser

\_\_\_\_\_  
Charles E. White, Mayor

\_\_\_\_\_  
Jean Davidson

ATTEST:

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

\_\_\_\_\_  
David Fiala

This instrument was prepared by:

J. Preston Owen  
City Attorney & Treasurer  
208 North 19<sup>th</sup> Street  
Mattoon, Illinois 61938  
(217) 258-7932 (Office)  
(217) 235-5464 (Facsimile)  
owenp@mattoonillinois.org



**Property Address:**

2372 Pond Lane  
Mattoon, IL 61938

**Prepared For:**

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

**Prepared As Of:**

May 10, 2007

**Prepared By:**

Stanley D. Gordon, CREA  
Gordon Appraisal Service, Inc.  
1601 Broadway Avenue, Suite 10  
Mattoon, IL 61938  
Phone: 217-235-4789 Fax: 217-234-4666  
stan@gordonappraisalsinc.com

GORDON APPRAISAL SERVICE, INC. - Limited Summary Report

LAND APPRAISAL REPORT

File No.

07-140

IDENTIFICATION
Borrower Client: City of Mattoon
Property Address 2372 Pond Lane
City Mattoon County Coles State IL Zip Code 61938
Legal Description Lot 43, Lake Paradise Subdivision
Sale Price \$ N/A Date of Sale N/A Loan Term Unk yrs. Property Rights Appraised Fee Leasehold De Minimus PUD
Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions
Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL 61938
Occupant Fiala & Davidson Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

NEIGHBORHOOD
Location Urban Suburban Rural
Built Up Over 75% 25% to 75% Under 25%
Growth Rate Fully Developed Rapid Steady Slow
Property Values Increasing Stable Declining
Demand/Supply Shortage In Balance Over Supply
Marketing Time Under 3 Mos. 3-6 Mos. Over 6 Mos.
Present Land Use 100% 1 Family % 2-4 Family % Apts. % Condo % Commercial
Change in Present Land Use Not Likely Likely(\*) Taking Place (\*)
Predominant Occupancy Owner Tenant % Vacant
Single Family Price Range \$ 25,000 to \$ 100,000 Predominant Value \$ 60,000
Single Family Age 30 yrs. to 60 yrs. Predominant Age 50 yrs.
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) See Attached Addendum....

Dimensions See Plat Map = 7,545 sf Sq. Ft. or Acres Corner Lot
Zoning Classification Restrictive Covenants Present Improvements Do Do not conform to zoning regulations
Highest and Best Use Present Use Other (specify)

SITE
Electricity Gas Water San. Sewer
OFF SITE IMPROVEMENTS
Street Access Public Private
Surface Oil & chip
Maintenance Public Private
Storm Sewer Curb/Gutter
Sidewalk Street Lights
Topo Mostly level
Size Typical for neighborhood
Shape Irregular
View Lake Paradise - Lake View
Drainage Adequate
Is the property located in a HUD Identified Special Flood Hazard Area? Yes No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements and encroachments apparent. Utility easements are those typical to the neighborhood. THIS SITE IS VALUED AS THOUGH VACANT WITH NO SEPTIC SYSTEM, BUILDINGS AND SITE IMPROVEMENTS.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of subject.

MARKET DATA ANALYSIS table with columns: ITEM, SUBJECT PROPERTY, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Address, Proximity to Subject, Sales Price, Price P/sq.ft., Data Source, Date of Sale and Time Adjustment, Location, Site/View, Topography, Utilities, Zoning, Building Improvement, Sales or Financing Concessions, Net Adj. (Total), Indicated Value of Subject.

Comments on Market Data Recent sales of vacant sites located at Lake Mattoon or Lake Paradise that are similar to the subject site in size and zoning are limited

Comments and Conditions of Appraisal Scope of appraisal entails analysis of pertinent data and facts from buyers, sellers, realtors, appraisers, county record, multiple listing services, periodicals, appraisal organizations, cost services, etc.

Final Reconciliation Each sale is given strong weight in the reconciliation to value.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 10, 2007 to be \$ 9,000.00

Appraiser(s) Stanley D. Gordon, CREA
Certification/License # 153-000262
Review Appraiser (if applicable)
Did Did Not Physically Inspect Property

**TEXT ADDENDUM**

Borrower/Client	City of Mattoon		
Address	2372 Pond Lane	Unit No.	N/A
City	Mattoon	County	Coles
		State	IL
		Zip Code	61938
Lender/Client	City of Mattoon		

**NEIGHBORHOOD MARKETABILITY FACTORS**

Mattoon is a community of approximately 18,500 in population located 25 miles northeast of Effingham, IL and 45 miles south of Champaign, IL along US Route 45, IL Routes 16 & 121 and I-57. Mattoon has adequate schools of Grades K-12, shopping and employment. Lake Land Community College is located 4 miles south and Eastern Illinois University 10 miles east of Mattoon. There are city parks located in each quadrant of Mattoon. Subject neighborhood is located three miles southwest side of Mattoon, south of IL Route 16 and west of US Route 45. The neighborhood is the residential lots located around Lake Paradise.



**USPAP COMPLIANCE ADDENDUM**

File No. 07-140

Borrower/Client City of Mattoon Order # \_\_\_\_\_  
 Property Address 2372 Pond Lane  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender City of Mattoon Client Reference # CITY OF MATTOON

*Only those items checked below apply to this report*

**PURPOSE & FUNCTION AND INTENDED USE OF THE APPRAISAL**

- The purpose of the appraisal is to provide an opinion of market value of the subject property as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of the report. The only function of the appraisal is to assist the referenced client as the intended user of the report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for lending purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended user, is prohibited.
- The purpose of the appraisal is to provide an opinion of market value of the subject property, as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property Real Estate Owned (REO) purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.
- The purpose of this appraisal is to estimate the market value, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for marketing purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use is prohibited.

**TYPE OF APPRAISAL AND APPRAISAL REPORT**

- This is a Limited Appraisal written in a Summary Report format and the USPAP Departure Rule has not been invoked.
- This is a Limited Appraisal written in a \_\_\_\_\_ Report format and the USPAP Departure Rule has been invoked as disclosed in the body or addenda of the report. The client has agreed that a Limited Appraisal is sufficient for its purposes.

**SCOPE (EXTENT) OF REPORT**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion. The extent of analysis applied to this assignment may be further imparted within the report, the Appraiser's Certification below and/or any other Statement of Limiting Conditions and Appraiser's Certification such as may be utilized within the Freddie Mac form 439 or Fannie Mae form 1004b (dated 6/93), when applicable.

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 90-180 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 60-90 day(s).

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report or to the parties involved, unless otherwise stated within the report.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have  or have not  made a personal inspection of the property that is the subject of this report. (if more than one person signs this report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraisal property.)
- No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

NOTE: In the case of any conflict with a client provided certification (i.e., Fannie Mae or Freddie Mac), this revised certification shall take precedence.

**- Supervisory Appraiser's Certification:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications 2-7 and 9 on the second page of Freddie Mac Form 439 6-93/Fannie Mae Form 1004B 6-93, or the third page of form 2055, and am taking full responsibility for the appraisal report.

**APPRAISER'S AND SUPERVISORY APPRAISER'S SIGNATURE**

**APPRAISER:** Stanley D. Gordon  
 Signature: \_\_\_\_\_  
 Name: Stanley D. Gordon, CREA  
 Date the Report was Signed: May 23, 2007 11:27 AM  
 State Certification #: 153-000262  
 or State License #: \_\_\_\_\_  
 State: IL  
 Expiration Date of Certification or License: 9-30-07

**SUPERVISORY APPRAISER (only if required):**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date the Report was Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

- Did inspect subject property  Inspected Comparables
- Interior & Exterior  Interior and Exterior
- Exterior Only  Exterior Only

### SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client <u>City of Mattoon</u>		Unit No. <u>N/A</u>
Address <u>2372 Pond Lane</u>		Zip Code <u>61938</u>
City <u>Mattoon</u>	County <u>Coles</u>	State <u>IL</u>
Lender/Client <u>City of Mattoon</u>		



**Site View**



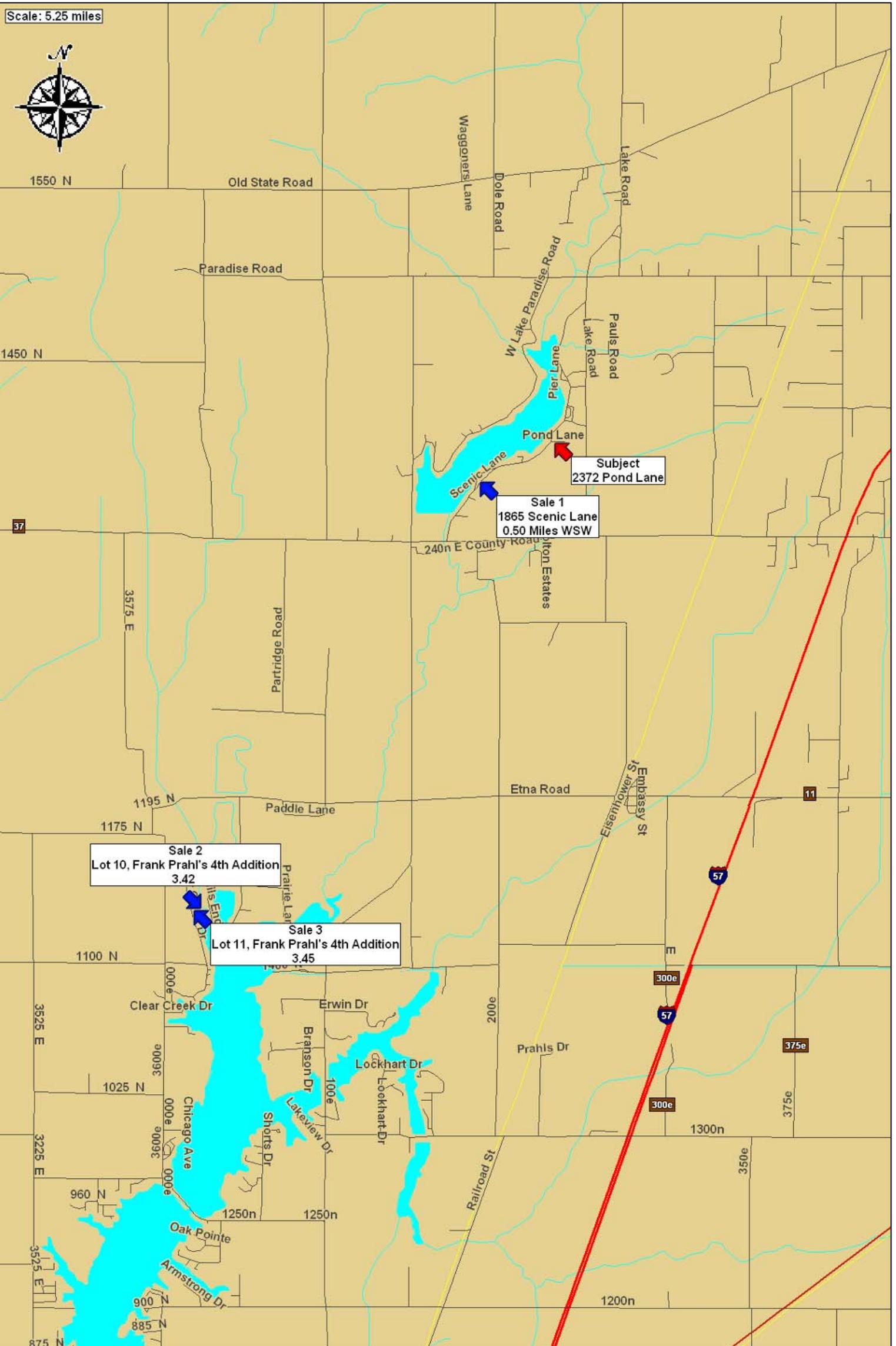
**Lake View**



**Street View**

### LOCATION MAP

Borrower/Client City of Mattoon		Unit No. N/A
Address 2372 Pond Lane		Zip Code 61938
City Mattoon	County Coles	State IL
Lender/Client City of Mattoon		



**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer, consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated, in the appraisal report, only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
10. This report IS NOT a home inspection, the appraiser only performed a visual inspection of accessible areas and the appraisal cannot be relied upon to disclose conditions and/or defects in the property.
11. Simply because a borrower or third party may receive a copy of the appraisal, does not mean that the borrower or third party is an Intended User as defined in the URAR form.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 2372 Pond Lane, Mattoon, IL 61938

**APPRAISER:**

Signature:   
Name: Stanley D. Gordon, CREA  
Date Signed: May 23, 2007  
State Certification #: 153-000262  
or State License #: \_\_\_\_\_  
State: IL  
Expiration Date of Certification or License: 9-30-07

**SUPERVISORY APPRAISER** (only if required):

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_  
 Did  Did Not Inspect Property

### INVOICE

<b>FROM</b> Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<b>FILE NUMBER</b> 07-140
<b>TO</b> City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938	

Invoice Date	Appraisal Date	Loan Number	Case Number	Tax ID Number	Contact Phone
May 23, 2007	May 10, 2007		CITY OF MATTOON	32-0007874	217-235-4789

<b>PROPERTY INFORMATION</b>	Purchaser/Borrower <u>Client: City of Mattoon</u>
	Property Address <u>2372 Pond Lane</u> Unit No. <u>N/A</u>
	City <u>Mattoon</u> Subdivision _____
	County <u>Coles</u> State <u>IL</u> Zip Code <u>61938</u>
	Legal Description <u>Lot 43, Lake Paradise Subdivision</u>

<b>INVOICE INFORMATION</b>	Appraisal Fee Amount ..... \$ <u>75.00</u>
	Mail or Handling Fee ..... \$ _____
	Additional Charge No. 1 ..... \$ _____
	Additional Charge No. 2 ..... \$ _____
	Additional Charge No. 3 ..... \$ _____
	Sales Tax (    %) ..... \$ _____
	Total Amount of Invoice    \$ <u><b>75.00</b></u>
Comments: <b>DUE IN 15 DAYS. All accounts outstanding over 30 days will be assessed a 2% per month late charge.</b>	

Invoice Date	Appraisal Date	Loan Number	Case Number	File Number	Client's Phone
May 23, 2007	May 10, 2007		CITY OF MATTOON	07-140	217-235-5654

<b>FROM</b> City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938	<b>AMOUNT DUE</b> \$ <u><b>75.00</b></u>
<b>TO</b> Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<b>AMOUNT ENCLOSED</b> \$ _____

**TERMS - Balance due upon receipt of invoice. Please return this portion with your payment. Thank you!**

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1230**

**SPECIAL ORDINANCE: AUTHORIZING THE SALE OF LOT 34 IN LAKE PARADISE SUBDIVISION TO JUDY KRESS, CURRENT OWNER OF A HOME ON LEASED PREMISES AT LOT 34, LAKE PARADISE SUBDIVISION, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION. (COMMONLY KNOWN AS 3160 E. LAKE PARADISE ROAD)**

**WHEREAS**, state statute (65 ILCS 5/11-76-4.1) enables the corporate authorities to accept any contract proposal determined by them to be in the best interest of the municipality by a vote of two-thirds of the corporate authorities then holding office, but in no event at a price less than 80% of the appraised value; and

**WHEREAS**, by Resolution 2006-2642, adopted March 21, 2006, the City Council made a finding that the real estate owned by the municipality that is the subject of this ordinance is no longer necessary or required for the use of the municipality; and

**WHEREAS**, said resolution authorized the management staff to solicit offers for the sale of this real estate provided that any such sale shall be subject to ratification by a special ordinance of the City Council; and

**WHEREAS**, Judy Kress has made an offer to purchase the property for \$7,300.00; and

**WHEREAS**, Judy Kress owns the home located on the property; and

**WHEREAS**, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$7,300.00 was the fair market value of the real estate as of May 10, 2007, a copy of which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, The City has undertaken to have the property subdivided, appraised and has had the title insurance covering the property updated and the purchasers are willing to pay their share of those costs; and

**WHEREAS**, the City Attorney has prepared a Real Estate Sales Contract that is attached to the Special Ordinance and incorporated herein by this reference.

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

**Section 1.** The city attorney is authorized to prepare closing documents and the mayor and city clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 3 of this ordinance to Judy Kress, subject to a payment of \$7,300.00. The purchase price will be due at closing.

**Section 3.** The real estate to be conveyed pursuant to this ordinance is legally described as:

Lot 34 in Lake Paradise Subdivision, Unincorporated Coles County, Illinois.

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

**Section 5.** This ordinance shall be effective upon its approval as provided by law.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

## REAL ESTATE SALES CONTRACT

This agreement is made on \_\_\_\_\_, by the City of Mattoon, an Illinois municipal corporation ("seller"), of 208 North 19<sup>th</sup> Street, Mattoon, Coles County, Illinois, and Judy Kress ("purchaser"), of 3160 E. Lake Paradise Road, in unincorporated Coles County, Illinois.

### **Recitals**

1. Seller is the owner of the lot or parcel of real property situated at 3160 E. Lake Paradise Road, unincorporated Coles County, Illinois, and more fully described as follows:

Lot 34 in Lake Paradise Subdivision, in unincorporated Coles County, Illinois.

2. Seller desires to sell and purchaser desires to buy property, for the purchase price and on the terms and conditions stated in this agreement.

In consideration of the mutual promises in this agreement, the parties agree:

### **Section I. Purchase Price and Terms of Payment**

The sales price of the property is \$7,300.00.

A breakdown of the total due at closing from the purchaser is:

Lot Price	\$ 7,300.00
Subdivision Costs	\$ 435.12
Appraisal	\$ 75.00
Final Title Search	\$ 65.00
Recording Fee	\$ 44.00
Title Insurance	\$ 68.00
April & May 2007	<u>\$ 62.63</u>
Total	\$ 8,049.75

This amount will be paid on closing, in the exact balance of purchase price after crediting the above items, with principal balance on existing encumbrance to be computed exactly to close of transaction.

### **Section II. Title**

Title to property to be conveyed by seller will be good and marketable title, clear of all liens, encumbrances, defects, and burdens, except: utility easements, and agreements with utility companies of record; zoning ordinances; existing rights of way for streets and alleys bordering property.

Title as required in this agreement will be evidenced by a standard form policy of title

insurance issued by Crites Title Company. The policy will be issued as of the closing date and will be in the amount of the purchase price. Payment of the cost for the title insurance policy shall be the responsibility of the Purchaser.

Seller will convey title as follows: Judy Kress.

### **Section III. Transfer of Property**

Possession of property will be transferred to purchaser at the closing of sale.

### **Section IV. Time of Essence; Closing**

Time is expressly declared to be of the essence of this contract. The contract must be executed and completed, and the sale closed, on or before thirty days of the date of this contract, or otherwise, as the parties agree in writing. Each party must fully perform all obligations under this agreement to insure closing within the period specified in this agreement, or any extension of the period specified.

### **Section V. Remedies of Parties**

(1) If purchaser fails or refuses to comply with the conditions assumed, or to perform all obligations under this agreement, seller has the right to enforce this contract by appropriate action, including an action for specific performance, or for damages for breach, and retain all money paid or deposited by purchaser pending the determination of that action.

(2) If seller fails or refuses to perform obligations under this agreement, including the furnishing of good title as defined in this agreement and transfer of possession, purchaser may either: (a) cancel the contract and recover all deposits and other amounts paid by purchaser under this agreement, and all expenses paid or incurred; or (b) pursue any remedy available to purchaser, in law or equity, including an action to compel specific performance of this contract, or one for damages for breach, separately or alternatively.

### **Section VI. Assignment; Modification; Entire Agreement of Parties Expressed**

No right or interest of purchaser under this agreement will be assigned without the prior written consent of seller.

No modification of this contract will be valid or binding unless the modification is in writing, duly dated and signed by both parties.

This instrument constitutes the entire agreement between the parties. Neither party will be bound by any terms, conditions, statements, or representations, oral or written, not contained in this agreement. Each party acknowledges that every promise or representation made by the other party, is expressly stated in this agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument.

**Section VII. Approval of City Council**

The City Council of the City of Mattoon, Illinois has duly authorized this transaction by the following actions: On March 21, 2006 the Mattoon City Council approved, pursuant to Illinois Statute 65 ILCS 5/11-76-4.1, Resolution No. 2006-2642 declaring, among others, Lot 34 of Lake Paradise Subdivision as surplus and authorized the management staff of the City to negotiate for the sale of the property. On June 5, 2007 the Mattoon City Council approved a Special Ordinance which approved the form of this contract and authorized the Mayor and City Clerk to sign any documents necessary to finalize the sale as called for in this agreement.

**Section VIII. Signature and Effective Date**

This instrument will not be effective as a contract until duly signed by both parties. The above date is the date of execution and effective date of the contract. The date of signature by each party is the above date unless otherwise indicated after the signature.

The parties have executed this instrument on the day and year first above written.

Seller

Purchaser

\_\_\_\_\_  
Charles E. White, Mayor

\_\_\_\_\_  
Judy Kress

ATTEST:

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

This instrument was prepared by:

J. Preston Owen  
City Attorney & Treasurer  
208 North 19<sup>th</sup> Street  
Mattoon, Illinois 61938  
(217) 258-7932 (Office)  
(217) 235-5464 (Facsimile)  
owenp@mattoonillinois.org



**Property Address:**

3160 East Lake Paradise Road  
Mattoon, IL 61938

**Prepared For:**

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

**Prepared As Of:**

May 10, 2007

**Prepared By:**

Stanley D. Gordon, CREA  
Gordon Appraisal Service, Inc.  
1601 Broadway Avenue, Suite 10  
Mattoon, IL 61938  
Phone: 217-235-4789 Fax: 217-234-4666  
stan@gordonappraisalsinc.com

GORDON APPRAISAL SERVICE, INC. - Limited Summary Report

**LAND APPRAISAL REPORT**

File No. 07-139-LAND

**IDENTIFICATION**

Borrower Client: City of Mattoon Census Tract 0002.00 Map Reference 17029  
 Property Address 3160 East Lake Paradise Road  
 City Mattoon County Coles State IL Zip Code 61938  
 Legal Description Lot 34, Lake Paradise Subdivision  
 Sale Price \$ N/A Date of Sale N/A Loan Term Unk yrs. Property Rights Appraised  Fee  Leasehold  De Minimus PUD  
 Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions  
 Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL 61938  
 Occupant Robert Kress Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

**NEIGHBORHOOD**

Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Employment Stability	Good	Avg.	Fair	Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input checked="" type="checkbox"/> Fully Developed	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	100 % 1 Family	% 2-4 Family	% Apts.	% Condo	% Commercial	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	% Industrial 0 % Vacant	%				Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely(*)	<input type="checkbox"/> Taking Place (*)		Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(*) From _____ To _____				Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	% Vacant		General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ 25,000 to \$ 100,000	Predominant Value \$ 60,000		Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	30 yrs. to 60 yrs.	Predominant Age 50 yrs.		Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) See Attached Addendum....				

**SITE**

Dimensions See Plat Map = 6,057 sf Sq. Ft. or Acres  Corner Lot  
 Zoning Classification Restrictive Covenants Present Improvements  Do  Do not conform to zoning regulations  
 Highest and Best Use  Present Use  Other (specify) \_\_\_\_\_  
 Electricity  Public  Other (Describe) \_\_\_\_\_  
 Gas  \_\_\_\_\_  
 Water  \_\_\_\_\_  
 San. Sewer  \_\_\_\_\_  
 Underground Elec. & Tel.  
**OFF SITE IMPROVEMENTS**  
 Street Access  Public  Private  
 Surface Oil & chip  
 Maintenance  Public  Private  
 Storm Sewer  Curb/Gutter  
 Sidewalk  Street Lights  
 Topo Level  
 Size Typical for neighborhood  
 Shape Irregular  
 View Lake Paradise - Lake View  
 Drainage Adequate  
 Is the property located in a HUD Identified Special Flood Hazard Area?  Yes  No  
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements and encroachments apparent. Utility easements are those typical to the neighborhood. THIS SITE IS VALUED AS THOUGH VACANT WITH NO SEPTIC SYSTEM, BUILDINGS AND SITE IMPROVEMENTS.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	3160 East Lake Paradise Road Mattoon, IL 61938	1865 Scenic Lane Mattoon	Lot 10, Frank Prah's 4th Addition Neoga	Lot 11, Frank Prah's 4th Addition Neoga
Proximity to Subject		0.63 Miles SW	3.50 Miles SW	3.60 Miles SW
Sales Price	\$ N/A	\$ 13,500	\$ 27,000	\$ 27,000
Price P/sq.ft.	\$	\$ 1.18	\$ 1.29	\$ 1.29
Data Source	Inspect/owner	County records/Appraiser files	County Assessor	MLS #192730
Date of Sale and Time Adjustment	DESCRIPTION 6-06	DESCRIPTION 6-06	DESCRIPTION 8-04	DESCRIPTION 8-04
Location	Lake Paradise	Lake Paradise	Lake Mattoon	Lake Mattoon
Site/View	6,057 sf/Lake View	11,400 sf/Lake View	21,000 sf/Lake Frontage	21,000 sf/Lake Frontage
Topography	Gently sloping	Mostly level	Mostly level	Mostly level
Utilities	Water,elec,gas	Water,elec,gas	Water,elec,gas	Water,elec,gas
Zoning	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants
Building Improvement	None	None	None	None
Sales or Financing Concessions	Typical	Typical	Typical	Typical
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -6400	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -19400	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -19400
Indicated Value of Subject	G: 47.41% N: 47.41%	\$ 7,100	G: 71.85% N: 71.85% \$ 7,600	G: 71.85% N: 71.85% \$ 7,600

Comments on Market Data Recent sales of vacant sites located at Lake Mattoon or Lake Paradise that are similar to the subject site in size and zoning are limited

Comments and Conditions of Appraisal Scope of appraisal entails analysis of pertinent data and facts from buyers, sellers, realtors, appraisers, county record, multiple listing services, periodicals, appraisal organizations, cost services, etc.

Final Reconciliation Each sale is given strong weight in the reconciliation to value.

**RECONCILIATION**

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 10, 2007 to be \$ 7,300

Appraiser(s)   
 Stanley D. Gordon, CREA Review Appraiser (if applicable)  
 Certification/License # 153-000262  Did  Did Not Physically Inspect Property

**TEXT ADDENDUM**

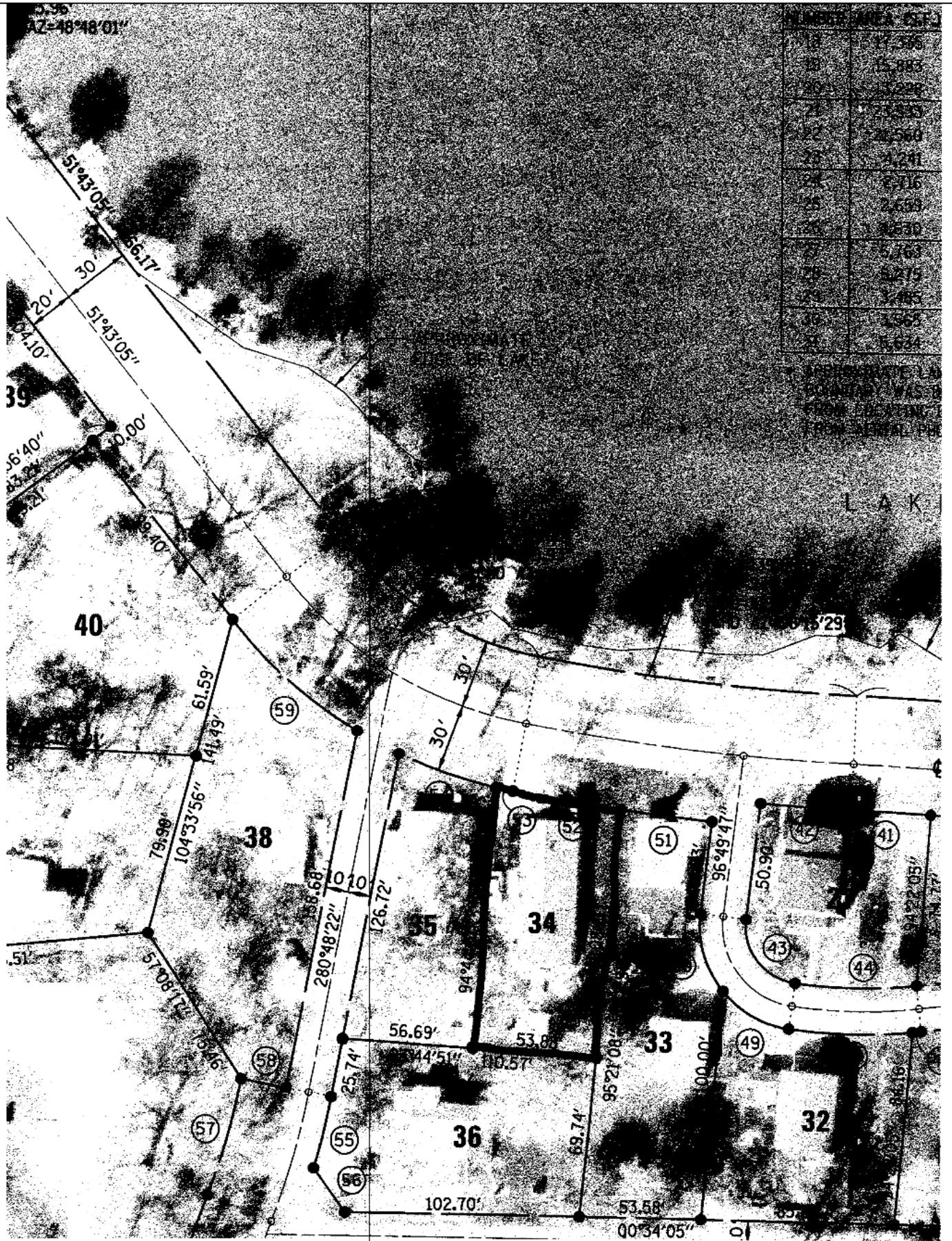
Borrower/Client	City of Mattoon		
Address	3160 East Lake Paradise Road	Unit No.	N/A
City	Mattoon	County	Coles
		State	IL
		Zip Code	61938
Lender/Client	City of Mattoon		

**NEIGHBORHOOD MARKETABILITY FACTORS**

Mattoon is a community of approximately 18,500 in population located 25 miles northeast of Effingham, IL and 45 miles south of Champaign, IL along US Route 45, IL Routes 16 & 121 and I-57. Mattoon has adequate schools of Grades K-12, shopping and employment. Lake Land Community College is located 4 miles south and Eastern Illinois University 10 miles east of Mattoon. There are city parks located in each quadrant of Mattoon. Subject neighborhood is located three miles southwest side of Mattoon, south of IL Route 16 and west of US Route 45. The neighborhood is the residential lots located around Lake Paradise.

### PLAT MAP

Borrower/Client City of Mattoon		Unit No. N/A
Address 3160 East Lake Paradise Road		Zip Code 61938
City Mattoon	County Coles	State IL
Lender/Client City of Mattoon		



**USPAP COMPLIANCE ADDENDUM**

**File No.** 07-139-LAND

Borrower/Client City of Mattoon Order # \_\_\_\_\_  
 Property Address 3160 East Lake Paradise Road  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender City of Mattoon Client Reference # CITY OF MATTOON

*Only those items checked below apply to this report*

**PURPOSE & FUNCTION AND INTENDED USE OF THE APPRAISAL**

- The purpose of the appraisal is to provide an opinion of market value of the subject property as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of the report. The only function of the appraisal is to assist the referenced client as the intended user of the report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for lending purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended user, is prohibited.
- The purpose of the appraisal is to provide an opinion of market value of the subject property, as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property Real Estate Owned (REO) purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.
- The purpose of this appraisal is to estimate the market value, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for marketing purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use is prohibited.

**TYPE OF APPRAISAL AND APPRAISAL REPORT**

- This is a Limited Appraisal written in a Summary Report format and the USPAP Departure Rule has not been invoked.
- This is a Limited Appraisal written in a \_\_\_\_\_ Report format and the USPAP Departure Rule has been invoked as disclosed in the body or addenda of the report. The client has agreed that a Limited Appraisal is sufficient for its purposes.

**SCOPE (EXTENT) OF REPORT**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion. The extent of analysis applied to this assignment may be further imparted within the report, the Appraiser's Certification below and/or any other Statement of Limiting Conditions and Appraiser's Certification such as may be utilized within the Freddie Mac form 439 or Fannie Mae form 1004b (dated 6/93), when applicable.

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 90-180 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 60-90 day(s).

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report or to the parties involved, unless otherwise stated within the report.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have  or have not  made a personal inspection of the property that is the subject of this report. (if more than one person signs this report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraisal property.)
- No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

NOTE: In the case of any conflict with a client provided certification (i.e., Fannie Mae or Freddie Mac), this revised certification shall take precedence.

**- Supervisory Appraiser's Certification:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications 2-7 and 9 on the second page of Freddie Mac Form 439 6-93/Fannie Mae Form 1004B 6-93, or the third page of form 2055, and am taking full responsibility for the appraisal report.

**APPRAISER'S AND SUPERVISORY APPRAISER'S SIGNATURE**

**APPRAISER:** Stanley D. Gordon  
 Signature: \_\_\_\_\_  
 Name: Stanley D. Gordon, CREA  
 Date the Report was Signed: May 30, 2007 8:28 AM  
 State Certification #: 153-000262  
 or State License #: \_\_\_\_\_  
 State: IL  
 Expiration Date of Certification or License: 9-30-07

**SUPERVISORY APPRAISER (only if required):**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date the Report was Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

- Did inspect subject property  Inspected Comparables
- Interior & Exterior  Interior and Exterior
- Exterior Only  Exterior Only

### SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client <u>City of Mattoon</u>		Unit No. <u>N/A</u>
Address <u>3160 East Lake Paradise Road</u>		Zip Code <u>61938</u>
City <u>Mattoon</u>	County <u>Coles</u>	State <u>IL</u>
Lender/Client <u>City of Mattoon</u>		



**Front View**



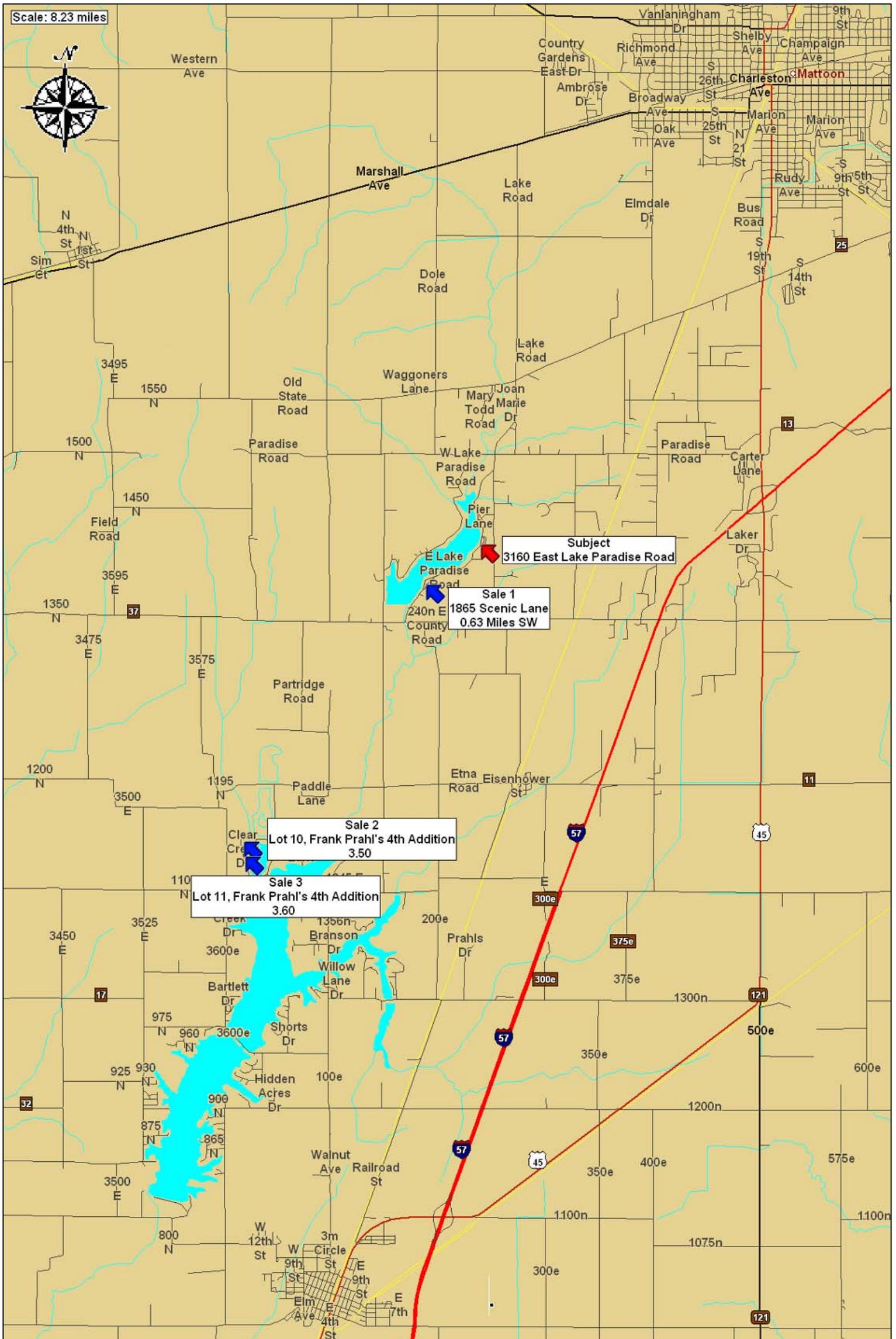
**Lake View**



**Street View**

### LOCATION MAP

Borrower/Client City of Mattoon  
 Address 3160 East Lake Paradise Road Unit No. N/A  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender/Client City of Mattoon



**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer, consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated, in the appraisal report, only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
10. This report IS NOT a home inspection, the appraiser only performed a visual inspection of accessible areas and the appraisal cannot be relied upon to disclose conditions and/or defects in the property.
11. Simply because a borrower or third party may receive a copy of the appraisal, does not mean that the borrower or third party is an Intended User as defined in the URAR form.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 3160 East Lake Paradise Road, Mattoon, IL 61938

**APPRAISER:**

Signature:   
 Name: Stanley D. Gordon, CREA  
 Date Signed: May 30, 2007 8:28 AM  
 State Certification #: 153-000262  
 or State License #: \_\_\_\_\_  
 State: IL  
 Expiration Date of Certification or License: 9-30-07

**SUPERVISORY APPRAISER** (only if required):

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_  
 Did  Did Not Inspect Property

### INVOICE

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">FROM</th> </tr> <tr> <td style="padding: 5px;">                     Gordon Appraisal Service, Inc.                      Stanley D. Gordon, CREA                      1601 Broadway Avenue, Suite 10                      Mattoon, IL 61938                 </td> </tr> </table>	FROM	Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">FILE NUMBER</th> </tr> <tr> <td style="text-align: center; padding: 5px;">07-139-LAND</td> </tr> </table>	FILE NUMBER	07-139-LAND
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TO					
City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938					

Invoice Date	Appraisal Date	Loan Number	Case Number	Tax ID Number	Contact Phone
May 30, 2007 8:28 AM	May 10, 2007		CITY OF MATTOON	32-0007874	217-235-4789

PROPERTY INFORMATION	Purchaser/Borrower <u>Client: City of Mattoon</u>
	Property Address <u>3160 East Lake Paradise Road</u> Unit No. <u>N/A</u>
	City <u>Mattoon</u> Subdivision <u>Lake Paradise Subdivision</u>
	County <u>Coles</u> State <u>IL</u> Zip Code <u>61938</u>
	Legal Description <u>Lot 34, Lake Paradise Subdivision</u>

INVOICE INFORMATION	Appraisal Fee Amount ..... \$ <u>75.00</u>
	Mail or Handling Fee ..... \$ _____
	Additional Charge No. 1 ..... \$ _____
	Additional Charge No. 2 ..... \$ _____
	Additional Charge No. 3 ..... \$ _____
	Sales Tax (     %) ..... \$ _____
	Total Amount of Invoice     \$ <u><b>75.00</b></u>
Comments: <b>DUE IN 15 DAYS. All accounts outstanding over 30 days will be assessed a 2% per month late charge.</b>	

Invoice Date	Appraisal Date	Loan Number	Case Number	File Number	Client's Phone
May 30, 2007 8:28 AM	May 10, 2007		CITY OF MATTOON	07-139-LAND	217-235-5654

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AMOUNT DUE					
\$ <u><b>75.00</b></u>					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">TO</th> </tr> <tr> <td style="padding: 5px;">                     Gordon Appraisal Service, Inc.                      Stanley D. Gordon, CREA                      1601 Broadway Avenue, Suite 10                      Mattoon, IL 61938                 </td> </tr> </table>	TO	Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">AMOUNT ENCLOSED</th> </tr> <tr> <td style="text-align: center; padding: 5px;">\$ _____</td> </tr> </table>	AMOUNT ENCLOSED	\$ _____
TO					
Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938					
AMOUNT ENCLOSED					
\$ _____					

**TERMS - Balance due upon receipt of invoice. Please return this portion with your payment. Thank you!**

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1231**

**SPECIAL ORDINANCE: AUTHORIZING THE SALE OF LOTS 45 AND 55 IN LAKE PARADISE SUBDIVISION TO ROBERT A. RUNNER, CURRENT OWNER OF A HOME ON LEASED PREMISES AT LOTS 45 AND 55, LAKE PARADISE SUBDIVISION, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION.  
(COMMONLY KNOWN AS 3041 E. LAKE PARADISE ROAD)**

**WHEREAS**, state statute (65 ILCS 5/11-76-4.1) enables the corporate authorities to accept any contract proposal determined by them to be in the best interest of the municipality by a vote of two-thirds of the corporate authorities then holding office, but in no event at a price less than 80% of the appraised value; and

**WHEREAS**, by Resolution 2006-2642, adopted March 21, 2006, the City Council made a finding that the real estate owned by the municipality that is the subject of this ordinance is no longer necessary or required for the use of the municipality; and

**WHEREAS**, said resolution authorized the management staff to solicit offers for the sale of this real estate provided that any such sale shall be subject to ratification by a special ordinance of the City Council; and

**WHEREAS**, Robert A. Runner has made an offer to purchase the property for \$7,100.00; and

**WHEREAS**, Robert A. Runner owns the home located on the property; and

**WHEREAS**, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$7,100.00 was the fair market value of the real estate as of May 10, 2007, a copy of which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, The City has undertaken to have the property subdivided, appraised and has had the title insurance covering the property updated and the purchasers are willing to pay their share of those costs; and

**WHEREAS**, the City Attorney has prepared a Real Estate Sales Contract that is attached to the Special Ordinance and incorporated herein by this reference.

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

**Section 1.** The city attorney is authorized to prepare closing documents and the mayor and city clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 3 of this ordinance to Robert A. Runner, subject to a payment of \$7,100.00. The purchase price will be due at closing.

**Section 3.** The real estate to be conveyed pursuant to this ordinance is legally described as:

    Lots 45 and 55 in Lake Paradise Subdivision, Unincorporated Coles County, Illinois.

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

**Section 5.** This ordinance shall be effective upon its approval as provided by law.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

## REAL ESTATE SALES CONTRACT

This agreement is made on \_\_\_\_\_, by the City of Mattoon, an Illinois municipal corporation ("seller"), of 208 North 19<sup>th</sup> Street, Mattoon, Coles County, Illinois, and Robert A. Runner ("purchaser"), of 3041 E. Lake Paradise Road, in unincorporated Coles County, Illinois.

### **Recitals**

1. Seller is the owner of the lot or parcel of real property situated at 3041 E. Lake Paradise Road, unincorporated Coles County, Illinois, and more fully described as follows:

Lots 45 and 55 in Lake Paradise Subdivision, in unincorporated Coles County, Illinois.

2. Seller desires to sell and purchaser desires to buy property, for the purchase price and on the terms and conditions stated in this agreement.

In consideration of the mutual promises in this agreement, the parties agree:

### **Section I. Purchase Price and Terms of Payment**

The sales price of the property is \$ 7,100.00.

A breakdown of the total due at closing from the purchaser is:

Lot Price	\$ 7,100.00
Subdivision Costs	\$ 405.76
Appraisal	\$ 75.00
Final Title Search	\$ 65.00
Recording Fee	\$ 44.00
Title Insurance	\$ 68.00
April & May 2007	<u>\$ 62.50</u>
Total	\$ 7,820.26

This amount will be paid on closing, in the exact balance of purchase price after crediting the above items, with principal balance on existing encumbrance to be computed exactly to close of transaction.

### **Section II. Title**

Title to property to be conveyed by seller will be good and marketable title, clear of all liens, encumbrances, defects, and burdens, except: utility easements, and agreements with utility companies of record; zoning ordinances; existing rights of way for streets and alleys bordering property.

Title as required in this agreement will be evidenced by a standard form policy of title insurance issued by Crites Title Company. The policy will be issued as of the closing date and will be in the amount of the purchase price. Payment of the cost for the title insurance policy shall be the responsibility of the Purchaser.

Seller will convey title as follows: Robert A. Runner.

### **Section III. Transfer of Property**

Possession of property will be transferred to purchaser at the closing of sale.

### **Section IV. Time of Essence; Closing**

Time is expressly declared to be of the essence of this contract. The contract must be executed and completed, and the sale closed, on or before thirty days of the date of this contract, or otherwise, as the parties agree in writing. Each party must fully perform all obligations under this agreement to insure closing within the period specified in this agreement, or any extension of the period specified.

### **Section V. Remedies of Parties**

(1) If purchaser fails or refuses to comply with the conditions assumed, or to perform all obligations under this agreement, seller has the right to enforce this contract by appropriate action, including an action for specific performance, or for damages for breach, and retain all money paid or deposited by purchaser pending the determination of that action.

(2) If seller fails or refuses to perform obligations under this agreement, including the furnishing of good title as defined in this agreement and transfer of possession, purchaser may either: (a) cancel the contract and recover all deposits and other amounts paid by purchaser under this agreement, and all expenses paid or incurred; or (b) pursue any remedy available to purchaser, in law or equity, including an action to compel specific performance of this contract, or one for damages for breach, separately or alternatively.

### **Section VI. Assignment; Modification; Entire Agreement of Parties Expressed**

No right or interest of purchaser under this agreement will be assigned without the prior written consent of seller.

No modification of this contract will be valid or binding unless the modification is in writing, duly dated and signed by both parties.

This instrument constitutes the entire agreement between the parties. Neither party will be bound by any terms, conditions, statements, or representations, oral or written, not contained in this agreement. Each party acknowledges that every promise or representation made by the other party, is expressly stated in this agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument.

## **Section VII. Approval of City Council**

The City Council of the City of Mattoon, Illinois has duly authorized this transaction by the following actions: On March 21, 2006 the Mattoon City Council approved, pursuant to Illinois Statute 65 ILCS 5/11-76-4.1, Resolution No. 2006-2642 declaring, among others, Lots 45 and 55 of Lake Paradise Subdivision as surplus and authorized the management staff of the City to negotiate for the sale of the property. On June 5, 2007 the Mattoon City Council approved a Special Ordinance which approved the form of this contract and authorized the Mayor and City Clerk to sign any documents necessary to finalize the sale as called for in this agreement.

## **Section VIII. Signature and Effective Date**

This instrument will not be effective as a contract until duly signed by both parties. The above date is the date of execution and effective date of the contract. The date of signature by each party is the above date unless otherwise indicated after the signature.

The parties have executed this instrument on the day and year first above written.

Seller

Purchaser

\_\_\_\_\_  
Charles E. White, Mayor

\_\_\_\_\_  
Robert A. Runner

ATTEST:

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

This instrument was prepared by:

J. Preston Owen  
City Attorney & Treasurer  
208 North 19<sup>th</sup> Street  
Mattoon, Illinois 61938  
(217) 258-7932 (Office)  
(217) 235-5464 (Facsimile)  
owenp@mattoonillinois.org



**Property Address:**

3041 East Lake Paradise Road  
Mattoon, IL 61938

**Prepared For:**

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

**Prepared As Of:**

May 10, 2007

**Prepared By:**

Stanley D. Gordon, CREA  
Gordon Appraisal Service, Inc.  
1601 Broadway Avenue, Suite 10  
Mattoon, IL 61938  
Phone: 217-235-4789 Fax: 217-234-4666  
stan@gordonappraisalsinc.com

GORDON APPRAISAL SERVICE, INC. - Limited Summary Report

**LAND APPRAISAL REPORT**

File No. 07-136-LAND

**IDENTIFICATION**

Borrower Client: City of Mattoon Census Tract 0002.00 Map Reference 17029  
 Property Address 3041 East Lake Paradise Road  
 City Mattoon County Coles State IL Zip Code 61938  
 Legal Description Lots 45 & 55, Lake Paradise Subdivision  
 Sale Price \$ N/A Date of Sale N/A Loan Term Unk yrs. Property Rights Appraised  Fee  Leasehold  De Minimus PUD  
 Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions  
 Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL 61938  
 Occupant Bob Runner Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

**NEIGHBORHOOD**

Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Good	Avg.	Fair	Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input checked="" type="checkbox"/> Fully Developed	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input type="checkbox"/> Slow	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present Land Use	100 % 1 Family	% 2-4 Family	% Apts.	% Condo	% Commercial	Recreational Facilities	<input type="checkbox"/>
	% Industrial 0 % Vacant	%				Adequacy of Utilities	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely(*)	<input type="checkbox"/> Taking Place (*)	Property Compatibility		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(*) From _____ To _____			Protection from Detrimental Conditions		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	% Vacant	Police and Fire Protection		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Single Family Price Range	\$ 25,000 to \$ 100,000	Predominant Value \$ 60,000		General Appearance of Properties		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Single Family Age	30 yrs. to 60 yrs.	Predominant Age 50 yrs.		Appeal to Market		<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) See Attached Addendum....

**SITE**

Dimensions See Plat Map = 5,648 sf Sq. Ft. or Acres  Corner Lot  
 Zoning Classification Restrictive Covenants Present Improvements  Do  Do not conform to zoning regulations  
 Highest and Best Use  Present Use  Other (specify)  
 Electricity  Public  Other (Describe) OFF SITE IMPROVEMENTS  
 Gas  Street Access  Public  Private Topo Level  
 Water  Surface Oil & chip Size Typical for neighborhood  
 San. Sewer  Maintenance  Public  Private Shape Irregular  
 Underground Elec. & Tel.  Storm Sewer  Curb/Gutter View Lake Paradise - Lake Frontage  
 Sidewalk  Street Lights Drainage Adequate  
 Is the property located in a HUD Identified Special Flood Hazard Area?  Yes  No  
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements and encroachments apparent. Utility easements are those typical to the neighborhood. THIS SITE IS VALUED AS THOUGH VACANT WITH NO SEPTIC SYSTEM, BUILDINGS AND SITE IMPROVEMENTS.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	3041 East Lake Paradise Road Mattoon, IL 61938	1865 Scenic Lane Mattoon	Lot 10, Frank Prah's 4th Addition Neoga	Lot 11, Frank Prah's 4th Addition Neoga
Proximity to Subject		0.30 Miles WSW	3.16 Miles SW	3.27 Miles SW
Sales Price	\$ N/A	\$ 13,500	\$ 27,000	\$ 27,000
Price P/sq.ft.	\$	\$ 1.18	\$ 1.29	\$ 1.29
Data Source	Inspect/owner	County records/Appraiser files	County Assessor	MLS #192730
Date of Sale and Time Adjustment	DESCRIPTION 6-06	DESCRIPTION 6-06	DESCRIPTION 8-04	DESCRIPTION 8-04
Location	Lake Paradise	Lake Paradise	Lake Mattoon	Lake Mattoon
Site/View	5,648 sf/Lake Frontage	11,400 sf/Lake View	21,000 sf/Lake Frontage	21,000 sf/Lake Frontage
Topography	Gently sloping	Mostly level	Mostly level	Mostly level
Utilities	Water,elec,gas	Water,elec,gas	Water,elec,gas	Water,elec,gas
Zoning	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants
Building Improvement	None	None	None	None
Sales or Financing Concessions	Typical	Typical	Typical	Typical
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -6300	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -20000	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -20000
Indicated Value of Subject	G: 46.67% N: 46.67%	\$ 7,200	G: 74.07% N: 74.07%	\$ 7,000

Comments on Market Data Recent sales of vacant sites located at Lake Mattoon or Lake Paradise that are similar to the subject site in size and zoning are limited

**RECONCILIATION**

Comments and Conditions of Appraisal Scope of appraisal entails analysis of pertinent data and facts from buyers, sellers, realtors, appraisers, county record, multiple listing services, periodicals, appraisal organizations, cost services, etc.

Final Reconciliation Each sale is given strong weight in the reconciliation to value.

**I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF** May 10, 2007 **to be \$ 7,100**

Appraiser(s)   
 Stanley D. Gordon, CREA Review Appraiser (if applicable)  
 Certification/License # 153-000262  Did  Did Not Physically Inspect Property

**TEXT ADDENDUM**

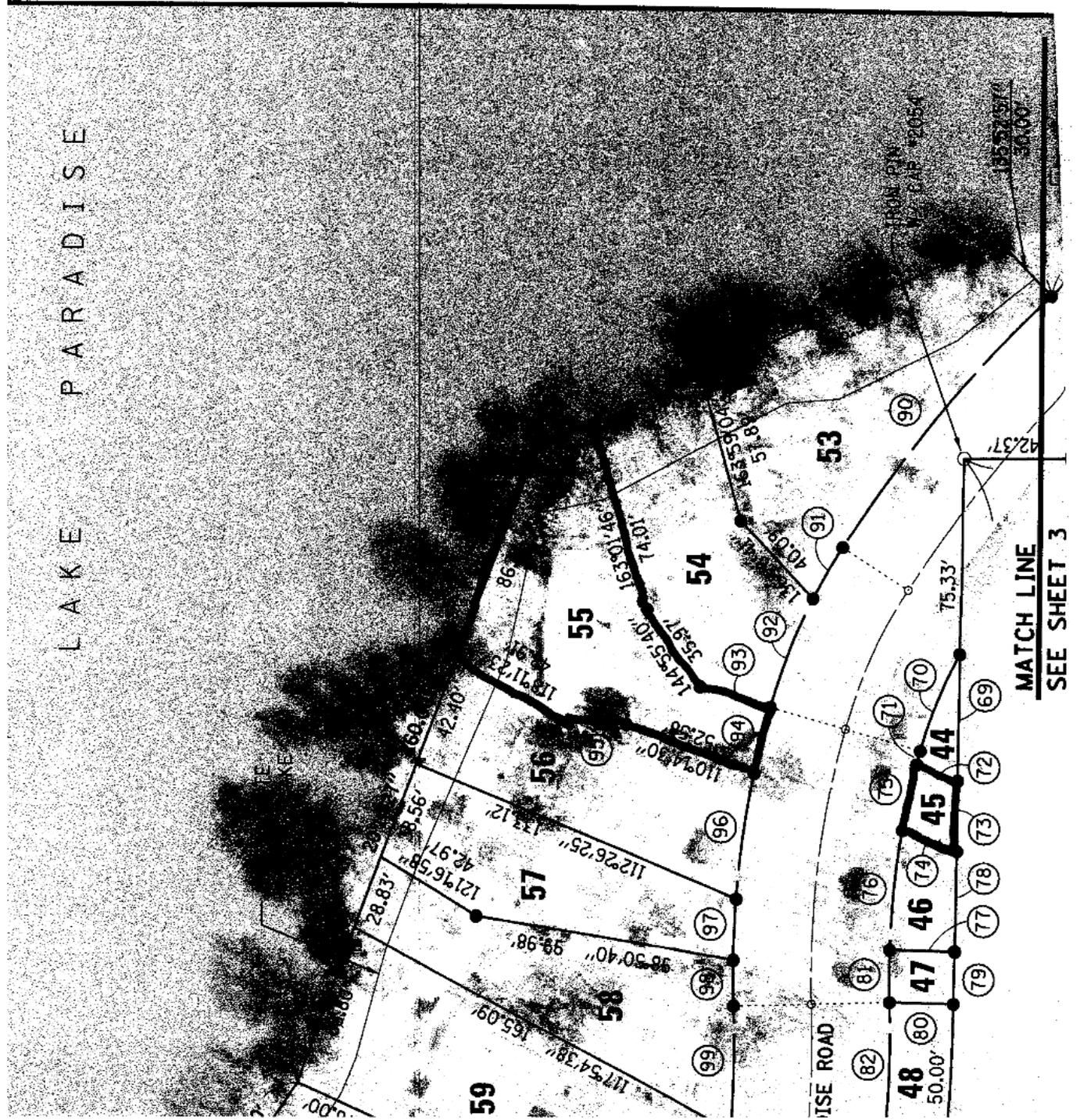
Borrower/Client	City of Mattoon		
Address	3041 East Lake Paradise Road	Unit No.	N/A
City	Mattoon	County	Coles
		State	IL
		Zip Code	61938
Lender/Client	City of Mattoon		

**NEIGHBORHOOD MARKETABILITY FACTORS**

Mattoon is a community of approximately 18,500 in population located 25 miles northeast of Effingham, IL and 45 miles south of Champaign, IL along US Route 45, IL Routes 16 & 121 and I-57. Mattoon has adequate schools of Grades K-12, shopping and employment. Lake Land Community College is located 4 miles south and Eastern Illinois University 10 miles east of Mattoon. There are city parks located in each quadrant of Mattoon. Subject neighborhood is located three miles southwest side of Mattoon, south of IL Route 16 and west of US Route 45. The neighborhood is the residential lots located around Lake Paradise.

### PLAT MAP

Borrower/Client	City of Mattoon	Unit No.	N/A
Address	3041 East Lake Paradise Road	City	Mattoon
County	Coles	State	IL
Zip Code	61938	Lender/Client	City of Mattoon



**USPAP COMPLIANCE ADDENDUM**

File No. 07-136-LAND

Borrower/Client City of Mattoon Order # \_\_\_\_\_  
 Property Address 3041 East Lake Paradise Road  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender City of Mattoon Client Reference # CITY OF MATTOON

*Only those items checked below apply to this report*

**PURPOSE & FUNCTION AND INTENDED USE OF THE APPRAISAL**

- The purpose of the appraisal is to provide an opinion of market value of the subject property as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of the report. The only function of the appraisal is to assist the referenced client as the intended user of the report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for lending purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended user, is prohibited.
- The purpose of the appraisal is to provide an opinion of market value of the subject property, as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property Real Estate Owned (REO) purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.
- The purpose of this appraisal is to estimate the market value, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for marketing purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use is prohibited.

**TYPE OF APPRAISAL AND APPRAISAL REPORT**

- This is a Limited Appraisal written in a Summary Report format and the USPAP Departure Rule has not been invoked.
- This is a Limited Appraisal written in a \_\_\_\_\_ Report format and the USPAP Departure Rule has been invoked as disclosed in the body or addenda of the report. The client has agreed that a Limited Appraisal is sufficient for its purposes.

**SCOPE (EXTENT) OF REPORT**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion. The extent of analysis applied to this assignment may be further imparted within the report, the Appraiser's Certification below and/or any other Statement of Limiting Conditions and Appraiser's Certification such as may be utilized within the Freddie Mac form 439 or Fannie Mae form 1004b (dated 6/93), when applicable.

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 90-180 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 60-90 day(s).

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report or to the parties involved, unless otherwise stated within the report.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have  or have not  made a personal inspection of the property that is the subject of this report. (if more than one person signs this report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraisal property.)
- No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

NOTE: In the case of any conflict with a client provided certification (i.e., Fannie Mae or Freddie Mac), this revised certification shall take precedence.

**- Supervisory Appraiser's Certification:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications 2-7 and 9 on the second page of Freddie Mac Form 439 6-93/Fannie Mae Form 1004B 6-93, or the third page of form 2055, and am taking full responsibility for the appraisal report.

**APPRAISER'S AND SUPERVISORY APPRAISER'S SIGNATURE**

**APPRAISER:** Stanley D. Gordon  
 Signature: \_\_\_\_\_  
 Name: Stanley D. Gordon, CREA  
 Date the Report was Signed: May 30, 2007  
 State Certification #: 153-000262  
 or State License #: \_\_\_\_\_  
 State: IL  
 Expiration Date of Certification or License: 9-30-07

**SUPERVISORY APPRAISER (only if required):**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date the Report was Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

- Did inspect subject property  Inspected Comparables
- Interior & Exterior  Interior and Exterior
- Exterior Only  Exterior Only

### SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client	City of Mattoon	Unit No.	N/A
Address	3041 East Lake Paradise Road	State	IL
City	Mattoon	County	Coles
Lender/Client	City of Mattoon	Zip Code	61938



**Front View**



**Lake View**



**Street View**



**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer, consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated, in the appraisal report, only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
10. This report IS NOT a home inspection, the appraiser only performed a visual inspection of accessible areas and the appraisal cannot be relied upon to disclose conditions and/or defects in the property.
11. Simply because a borrower or third party may receive a copy of the appraisal, does not mean that the borrower or third party is an Intended User as defined in the URAR form.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 3041 East Lake Paradise Road, Mattoon, IL 61938

**APPRAISER:**

Signature:   
 Name: Stanley D. Gordon, CREA  
 Date Signed: May 30, 2007 8:16 AM  
 State Certification #: 153-000262  
 or State License #: \_\_\_\_\_  
 State: IL  
 Expiration Date of Certification or License: 9-30-07

**SUPERVISORY APPRAISER** (only if required):

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_  
 Did  Did Not Inspect Property

**INVOICE**

<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">FROM</th> </tr> <tr> <td style="padding: 2px;">                     Gordon Appraisal Service, Inc.                      Stanley D. Gordon, CREA                      1601 Broadway Avenue, Suite 10                      Mattoon, IL 61938                 </td> </tr> </table>	FROM	Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">FILE NUMBER</th> </tr> <tr> <td style="text-align: center; padding: 2px;">07-136-LAND</td> </tr> </table>	FILE NUMBER	07-136-LAND
FROM					
Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938					
FILE NUMBER					
07-136-LAND					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">TO</th> </tr> <tr> <td style="padding: 2px;">                     City of Mattoon                      Preston Owen                      208 North 19th Street                      Mattoon, IL 61938                 </td> </tr> </table>		TO	City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938		
TO					
City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938					

Invoice Date	Appraisal Date	Loan Number	Case Number	Tax ID Number	Contact Phone
May 30, 2007 8:16 AM	May 10, 2007		CITY OF MATTOON	32-0007874	217-235-4789

PROPERTY INFORMATION	Purchaser/Borrower <u>Client: City of Mattoon</u>
	Property Address <u>3041 East Lake Paradise Road</u> Unit No. <u>N/A</u>
	City <u>Mattoon</u> Subdivision <u>Lake Paradise Subdivision</u>
	County <u>Coles</u> State <u>IL</u> Zip Code <u>61938</u>
	Legal Description <u>Lots 45 &amp; 55, Lake Paradise Subdivision</u>

INVOICE INFORMATION	Appraisal Fee Amount ..... \$ <u>75.00</u>
	Mail or Handling Fee ..... \$ _____
	Additional Charge No. 1 ..... \$ _____
	Additional Charge No. 2 ..... \$ _____
	Additional Charge No. 3 ..... \$ _____
	Sales Tax (    %) ..... \$ _____
	Total Amount of Invoice    \$ <u><b>75.00</b></u>
Comments: <b>DUE IN 15 DAYS. All accounts outstanding over 30 days will be assessed a 2% per month late charge.</b>	

Invoice Date	Appraisal Date	Loan Number	Case Number	File Number	Client's Phone
May 30, 2007 8:16 AM	May 10, 2007		CITY OF MATTOON	07-136-LAND	217-235-5654

<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">FROM</th> </tr> <tr> <td style="padding: 2px;">                     City of Mattoon                      Preston Owen                      208 North 19th Street                      Mattoon, IL 61938                 </td> </tr> </table>	FROM	City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">AMOUNT DUE</th> </tr> <tr> <td style="text-align: center; padding: 2px;">\$ <u><b>75.00</b></u></td> </tr> </table>	AMOUNT DUE	\$ <u><b>75.00</b></u>
FROM					
City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938					
AMOUNT DUE					
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TO					
Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938					
AMOUNT ENCLOSED					
\$ _____					

**TERMS - Balance due upon receipt of invoice. Please return this portion with your payment. Thank you!**

**CITY OF MATTOON, ILLINOIS**

**RESOLUTION NO. 2007-2693**

**A RESOLUTION AUTHORIZING THE CITY OF MATTOON  
TO SUBMIT A GRANT APPLICATION TO FEDERAL TRANSIT  
ADMINISTRATION FOR UP TO \$682,875 OF FY'07 DISCRETIONARY  
BUSNOFA-IL-1177 FUNDS IN SUPPORT OF THE RESTORATION OF THE  
HISTORIC ILLINOIS CENTRAL RAILROAD DEPOT**

WHEREAS, the City of Mattoon, Illinois is supportive of the Coles County Historical Society's effort to restore the Historic Illinois Central Railroad Depot, and

WHEREAS, the cost estimates for the restoration of the Depot have been recently updated and revised indicating the need for additional project funding, and

WHEREAS, the City of Mattoon has been notified by the Federal Transit Administration of available discretionary funding, and

NOW THEREFORE BE IT RESOLVED, by the Mattoon, Illinois City Council to authorize the Mayor to execute a grant application request to the Federal Transit Administration for up to \$682,875 of FY'07 discretionary BUSNOFA-IL-1177 grant funds.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

**CITY OF MATTOON, ILLINOIS**

**RESOLUTION NO. 2007-2694**

**A RESOLUTION ENGAGING THE URBAN CONSULTING FIRM OF PECKHAM, GUYTON, ALBERS, & VIETS, INC. TO EXPLORE THE FEASIBILITY OF ESTABLISHING A MID-TOWN BUSINESS DISTRICT ACT DESIGNATION REDEVELOPMENT PROJECT AREA, AND AUTHORIZE THE MAYOR EXECUTE A CONTRACT ON BEHALF OF THE CITY OF MATTOON, ILLINOIS FOR THESE SERVICES**

WHEREAS, the City of Mattoon, Illinois is interested in improvement and development of certain areas within the eastern portion of the City utilizing the Business District Act, and

WHEREAS, the City of Mattoon, Illinois desires to engage a consulting firm with the expertise, to explore the feasibility of establishing a Business District Act Redevelopment Project Area over a portion of the Mid-town TIF District Redevelopment Area, and

WHEREAS, the urban consulting firm of Peckham, Guyton, Albers, & Viets, Inc. possesses the intellectual and human resources necessary to develop a feasibility study for the establishment of a Business District Act Redevelopment Project Area for the City of Mattoon, Illinois, and

NOW THEREFORE, BE IT RESOLVED, by the Mattoon, Illinois City Council to authorize the Mayor to execute an agreement with the urban consulting firm of Peckham, Guyton, Albers, & Viets, Inc. engaging their services to explore the feasibility of establishing a Business District Act Redevelopment Project Area over a portion of the Mid-town TIF District Redevelopment Area.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

**CONTRACT FOR PROFESSIONAL SERVICES**

**BETWEEN THE CITY OF MATTOON  
AND  
PECKHAM GUYTON ALBERS & VIETS, INC.**

**(Proposed Midtown Business District)**

**THIS AGREEMENT**, by and between the City of Mattoon (hereinafter referred to as the "City") and Peckham Guyton Albers & Viets, Inc., (hereinafter referred to as "PGAV").

**WITNESSETH:**

**WHEREAS**, the City is considering the potential for creation of an Illinois Business District under the provisions of the Illinois Business District Act, as amended (65 ILCS 5/11-74.3-1 thru 3-6); and

**WHEREAS**, the City desires to designate a portion of the City identified on Exhibit A of this Agreement as the Midtown Business District comprised of a series of parcels generally located between Richmond Avenue on the north, Charleston Avenue on the south, 22<sup>nd</sup> and 21<sup>st</sup> Streets on the west, and 14<sup>th</sup> Street on the east, hereinafter referred to as the Study Area; and

**WHEREAS**, in order to designate all or a portion of the Study Area as a Business District the City must conduct an investigation of the ability to qualify designation as a "Blighted area" as defined in the Illinois Business District Act, prepare a Business District Plan, and conduct other planning analyses and studies in order to accomplish such designation and thereby provide the appropriate incentives necessary to assist or induce the development of the Study Area; and

**WHEREAS**, PGAV is duly experienced in providing the planning and economic analysis services to assist the City in conducting this process.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

---

**I. SCOPE OF SERVICES**

---

In accord with the City's desire to promote commercial revitalization and redevelopment through the implementation of an Illinois Business District, PGAV will provide the services as outlined below.

- A. Development of a Project Map and Determination of Eligibility
  - 1. PGAV will prepare a base map of the Study Area to depict land use, zoning, and other pertinent data about the Study Area gathered in subsequent tasks outlined below.
  - 2. PGAV will investigate the existing conditions in the Study Area to determine its ability to qualify as a "Blighted area" under the provisions of the Illinois Business District Act as cited above. Data that can be provided by the City and/or other sources considered reliable will be incorporated into the analysis as appropriate. In conducting this sub-task, an initial recommendation will be made with respect to potential boundaries for the proposed Business District taking into consideration the findings of the existing conditions investigation.
- B. Preliminary Report to City Staff and Officials

Subject to the results of Task A:

- 1. PGAV will document its findings and prepare a preliminary written report (herein referred to

as the “Blighting Analysis”) in accordance with standard urban planning principles. This report will include reduced copies of any larger size maps which are developed using the base map created in Task A.1, above, for purposes of depicting PGAV’s findings.

2. PGAV will meet with the City’s legal counsel and appropriate City staff (if necessary) to discuss the preliminary report and findings contained therein as provided for in Task A.1, above.

C. Final Report

1. If the work conducted in Tasks A and B, above, indicates that the Study Area can qualify as a Blighted Area under the terms of the Act, PGAV will prepare a final report.

2. The proposed Business District development or redevelopment plan shall set forth in writing:

- a. a specific description of the proposed boundaries of the district, including a map illustrating the boundaries;
- b. a general description of each project proposed to be undertaken within the Business District, including a description of the approximate location of each project;
- c. the name of the proposed Business District;
- d. the estimated Business District project costs;
- e. the anticipated source of funds to pay Business District project costs;
- f. the anticipated type and terms of any obligations to be issued; and
- g. the rate of any tax to be imposed pursuant to subsection (12) or (13) of Section 11-74.3-3 and the period of time for which the tax shall be imposed.

As well as a formal finding of the following:

- h. the Business District is a blighted area that, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use; and
- i. the Business District on the whole has not been subject to growth and development through investment by private enterprises or would not reasonably be anticipated to be developed or redeveloped without the adoption of the business district development or redevelopment plan.

3. PGAV will meet with the City and those designated by the City to present the Blighting Analysis and assist in providing information to be presented at the public hearings to be held in conjunction with designation of the Illinois Business District in accord with the provisions of the Act.

D. Revenue Projections

PGAV will develop projections of new revenues to be generated by the imposition of an Illinois Business District sales and services tax resulting from the proposed program of renovation and redevelopment of the Study Area.

E. Assistance at Meetings

PGAV will provide assistance to the City through participation in meetings with City elected officials and staff. These services will include attendance at public meetings, presentations, hearings, and meetings with City staff and municipal officials as deemed necessary by the City, to perform the services provided for in this agreement.

F. Technical Assistance

PGAV will provide assistance to the City in education and engagement of business owners, property owners and other stakeholder individuals or organizations in the Study Area in order to successfully implement the proposed Midtown Business District. These services may include preparation of written information pieces, attendance at meetings of stakeholders or others (not to exceed two PGAV trips to Mattoon), and related tasks.

**II. INFORMATION TO BE PROVIDED OR TASKS TO BE UNDERTAKEN BY THE CITY**

The City will provide to PGAV available data as follows:

- A. Digital base map including any pertinent overlay data (i.e. land use, zoning, corporate boundaries, etc.);
- B. Data which the City has, or that may be readily acquired without extensive research, which may assist in the documentation of blighting conditions in the area, including information regarding, but not necessarily limited to, building code violations, crime data, fire data, building conditions, infrastructure problems, existing community plans and vacancy rates; and
- C. A written boundary description of the Business District Area boundaries required for the Business District Plan and ordinance designating the Business District.

**III. TIMING OF PERFORMANCE**

The work on all tasks as provided for herein will begin upon execution of this agreement (which shall constitute "notice to proceed" unless otherwise provided in written or electronic form by the City) and will be conducted based on a mutually agreed upon schedule. This schedule shall be prepared by PGAV in consultation with the City Administrator and City Attorney. After it is established, the schedule may require modification because of outside influences from entities such as the County, other local, State, or Federal agencies, prospective developers, and/or circumstances or conditions beyond the control of PGAV. In addition, modifications to the schedule may be required based upon input from the City and other members of the project team including, but not necessarily limited to, the City's engineering consultant and legal counsel.

**IV. COMPENSATION**

The fee for the completed services will be as stated below. All fees as stated are exclusive of reimbursable expenses which are defined below.

- A. The work associated with Tasks A, B, C and E will be conducted for the lump sum amount of Thirty Thousand Dollars (\$30,000), plus reimbursable expenses. Invoices will be submitted monthly based on the level of completion of services for any Task.

In the event the City identifies more than 50 properties for PGAV's evaluation and inclusion within the Study Area, PGAV shall reserve the right to increase the fee for services as an amendment to this contract and by approval of the City.

- B. Work Task D - Revenue Projections and Work Task F - Technical Assistance, as defined in Section I, will be conducted on an hourly basis for an amount not to exceed Seven Thousand, Five Hundred Dollars (\$7,500), plus reimbursable expenses, and will be billed to the City in accord with the schedule of hourly rates as set forth below:

<b>Project Staff</b>	<b>Hourly Rate</b>
Vice President, Urban Consulting	\$200
Manager, Urban Consultant	\$160
Project Planner	\$100
Planning Technician	\$100
Support Staff	\$85

- C. Reimbursable expenses will consist of reasonable travel expenses (if necessary and approved by the City in advance), local mileage, long distance telephone charges, express delivery charges, photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV.
- D. If the City fails to make payment due PGAV for services and reimbursable expenses within 30 days after receipt of our statement, the amount due shall include a charge at the rate of 1½% per month from the 31st day. In addition, if no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this agreement until PGAV has been paid in full the amounts due for services and expenses.

**V. TERMINATION OF AGREEMENT**

If for any reason the City determines that the work should be terminated, the City will inform PGAV in writing that it wishes to terminate this agreement. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy).

The City will pay PGAV an amount representing the work performed to the date of termination, plus any expenses which have been incurred by PGAV to that date.

**VI. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT**

The scope of the work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this agreement:

- A. Data collection and analysis relating to the parcels to be included within the boundaries of the Business District to the extent such parcels are located beyond the Study Area identified previously in this Agreement (61 parcels, 161 acres) or as may be determined during initial planning.
- B. Other technical assistance as requested by the City beyond the scope of this agreement.

These services shall be considered additional work beyond the scope of this proposal. The City may acquire the provision of such services by PGAV at an additional cost to be negotiated and provided for in the form of an addendum to any agreement between the City and PGAV that will result if PGAV is awarded this project.

**VII. PROJECT STAFFING & MANAGEMENT**

- A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.
- B. If, in the opinion of PGAV and the City, a particular assignment requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved through subcontract with firms or individuals subject to prior approval of the City.

**VIII. OWNERSHIP OF DOCUMENTS**

PGAV agrees that any and all reports prepared, and conclusions reached hereunder, are for the confidential information of the City and that neither PGAV nor any member of the PGAV staff will disclose any of the same with any person whatsoever, other than the City or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. Except to the extent that documents, reports or other information are prepared under the provisions of this agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

CITY OF MATTOON

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

\_\_\_\_\_  
Mayor Charles E. White

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

\_\_\_\_\_  
Jeremy Hayes, Senior Project Mgr.  
PGAV Urban Consulting

\_\_\_\_\_  
John Brancaglione, Vice President  
PGAV Urban Consulting

**CITY OF MATTOON, ILLINOIS**

**RESOLUTION 2007-2695**

**A RESOLUTION ENGAGING THE URBAN CONSULTING FIRM OF PECKHAM, GUYTON, ALBERS, & VIETS, INC. TO EXPLORE THE FEASIBILITY OF ESTABLISHING A BROADWAY EAST BUSINESS DISTRICT ACT DESIGNATION REDEVELOPMENT PROJECT AREA, AND AUTHORIZE THE MAYOR EXECUTE A CONTRACT ON BEHALF OF THE CITY OF MATTOON, ILLINOIS FOR THESE SERVICES**

WHEREAS, the City of Mattoon, Illinois is interested in improvement and development of certain areas within the eastern portion of the City utilizing the Business District Act, and

WHEREAS, the City of Mattoon, Illinois desires to engage a consulting firm with the expertise, to explore the feasibility of establishing a Business District Act Redevelopment Project Area along the north side of U.S. Route 16 west of the Interstate 57 interchange, and

WHEREAS, the urban consulting firm of Peckham, Guyton, Albers, & Viets, Inc. possesses the intellectual and human resources necessary to develop a feasibility study for the establishment of a Business District Act Redevelopment Project Area for the City of Mattoon, Illinois, and

NOW THEREFORE, BE IT RESOLVED, by the Mattoon, Illinois City Council to authorize the Mayor to execute an agreement with the urban consulting firm of Peckham, Guyton, Albers, & Viets, Inc. engaging their services to explore the feasibility of establishing a Business District Act Redevelopment Project Area along the north side of U.S. Route U.S. 16 west of the Interstate 57 interchange.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_ adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_

\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

**CONTRACT FOR TECHNICAL SERVICES**  
**BETWEEN THE CITY OF MATTOON, ILLINOIS**  
**AND**  
**PECKHAM GUYTON ALBERS & VIETS, INC.**  
**(Proposed Broadway East Business District)**

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

**WITNESSETH:**

**WHEREAS**, the City is considering the potential for creation of an Illinois Business District under the provisions of the Illinois Business District Act, as amended (65 ILCS 5/11-74.3-1 thru 3-6); and

**WHEREAS**, the City desires to designate a portion of the City identified on Exhibit A of this Agreement as the Broadway East Business District comprised of a series of parcels generally located along Charleston Avenue from the existing Midtown TIF area to North Logan Street and between E. DeWitt Avenue and Charleston Avenue (IL Route 16) east of North Logan Street, hereinafter referred to as the Study Area; and

**WHEREAS**, in order to designate all or a portion of the Study Area as a Business District the City must conduct an investigation of the ability to qualify designation as a "Blighted area" as defined in the Illinois Business District Act, prepare a Business District Plan, and conduct other planning analyses and studies in order to accomplish such designation and thereby provide the appropriate incentives necessary to assist or induce the development of the Study Area; and

**WHEREAS**, PGAV is duly experienced in providing the planning and economic analysis services to assist the City in conducting this process,

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

Utilizing the work conducted for purposes of implementing a TIF District for the Study Area to all extent possible, PGAV will provide the services outlined below in pursuit of designation of a Business District for all or a portion of the Study Area. The work associated with designation of a TIF District is provided for under a separate agreement with the City. However, it is expressly noted that the conduct of the work outlined herein is predicated upon certain tasks being conducted concurrently with those associated with the TIF program.

**A. Development of a Project Map and Determination of Eligibility**

1. PGAV will prepare a base map of the Study Area to depict land use, zoning, and other pertinent data about the Study Area gathered in subsequent tasks outlined below.
2. In the course of conducting the existing conditions investigations and "eligibility study" associated with the aforementioned TIF program, PGAV will investigate the existing conditions in the Study Area to determine its ability to qualify as a "Blighted area" under the provisions of the Illinois Business District Act as cited above. Data that can be provided by the City and/or other sources considered reliable will be incorporated into the analysis as appropriate. In conducting this sub-task, an initial recommendation will be made with respect to potential boundaries for the proposed Business District and the findings of the existing conditions investigation.

B. Report to City Staff and Officials

1. PGAV will document its findings and prepare a preliminary written report (herein referred to as the "Blighting Analysis") in accordance with standard urban planning principles. This report will include reduced copies of any larger size maps which are developed using the base map created in Task A.1 above for purposes of depicting PGAV's findings.
2. PGAV will meet with the City's legal counsel and appropriate City staff (if necessary) to discuss the preliminary report and findings contained therein as provided for in Task A.1 above.

C. Final Report

1. If the work conducted in Tasks A and B, above, indicates that the Study Area can qualify as a Blighted Area under the terms of the Act, PGAV will prepare a final report.
2. The proposed Business District development or redevelopment plan shall set forth in writing:
  - a. a specific description of the proposed boundaries of the district, including a map illustrating the boundaries;
  - b. a general description of each project proposed to be undertaken within the Business District, including a description of the approximate location of each project;
  - c. the name of the proposed Business District;
  - d. the estimated Business District project costs;
  - e. the anticipated source of funds to pay Business District project costs;
  - f. the anticipated type and terms of any obligations to be issued; and
  - g. the rate of any tax to be imposed pursuant to subsection (12) or (13) of Section 11-74.3-3 and the period of time for which the tax shall be imposed.

As well as a formal finding of the following:

- h. the Business District is a blighted area that, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use; and
    - i. the Business District, on the whole, has not been subject to growth and development through investment by private enterprises or would not reasonably be anticipated to be developed or redeveloped without the adoption of the business district development or redevelopment plan.
3. PGAV will meet with the City and those designated by the City to present the Blighting Analysis and assist in providing information to be presented at the public hearings to be held in conjunction with designation of the Illinois Business District in accord with the provisions of the Act.

D. Revenue Projections

PGAV will develop projections of new revenues to be generated by the imposition of an Illinois Business District sales and services tax resulting from the proposed program of renovation and redevelopment of the Study Area.

E. Assistance at Meetings

PGAV will provide assistance to the City through participation in meetings with City elected officials and staff. These services will include attendance at public meetings, presentations, hearings, and meetings with City staff and municipal officials as deemed necessary by the City, to perform the services provided for in this agreement.

**II. INFORMATION TO BE PROVIDED BY THE CITY**

A. The City will provide to PGAV available data as follows:

1. Data which the City has, or that may be readily acquired without extensive research, which may assist in the documentation of blighting conditions in the area, including information regarding, but not necessarily limited to, building code violations, crime data, fire data, building conditions, infrastructure problems, and vacancy rates;
2. A written boundary description of the Business District Area boundaries required for the Business District Plan and ordinance designating the Business District; and
3. Existing conditions data and plans which are pertinent to the preparation of the eligibility analysis, as required by the Illinois Business District Act.

**III. TIMING OF PERFORMANCE**

The work on all tasks as provided for herein will begin upon execution of this agreement (which shall constitute "notice to proceed" unless otherwise provided in written or electronic form by the City) and will be conducted based on a mutually agreed upon schedule. This schedule shall be prepared by PGAV in consultation with the City Administrator and City Attorney and shall be coordinated with the schedule for conducting the TIF process.

**IV. COMPENSATION**

The fee for the completed services will be as stated below. All fees as stated are exclusive of reimbursable expenses which are defined below.

- A. The work associated with Tasks A, B, C, and E will be conducted for the lump sum amount of Fifteen Thousand Dollars (\$15,000), plus reimbursable expenses. Invoices will be submitted monthly based on the level of completion of services for any Task.
- B. Work Task D – Revenue Projections, as defined in Section I, will be conducted on an hourly basis for an amount not to exceed Six Thousand Dollars (\$6,000), plus reimbursable expenses, and will be billed to the City in accord with the schedule of hourly rates as set forth below:

<b>Project Staff</b>	<b>Hourly Rate</b>
Vice President, Urban Consulting	\$200
Manager, Urban Consultant	\$160
Project Planner	\$100
Planning Technician	\$100
Support Staff	\$85

- C. Reimbursable expenses will consist of reasonable travel expenses (if necessary and approved by the City in advance), local mileage, long distance telephone charges, express delivery charges, photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV.

- D. If the City fails to make payment due PGAV for services and reimbursable expenses within 30 days after receipt of our statement, the amount due shall include a charge at the rate of 1½% per month from the 31st day. In addition, if no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this agreement until PGAV has been paid in full the amounts due for services and expenses.

## **V. TERMINATION OF AGREEMENT**

If for any reason the City determines that the work should be terminated, the City will inform PGAV in writing that it wishes to terminate this agreement. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy).

The City will pay PGAV an amount representing the work performed to the date of termination, plus any expenses which have been incurred by PGAV to that date.

## **VI. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT**

The scope of the work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this agreement:

- A. Data collection and analysis relating to the parcels to be included within the boundaries of the Business District to the extent such parcels are located beyond the Study Area identified previously in this Agreement or as may be determined during initial planning.
- B. Other technical assistance as requested by the City beyond the scope of this agreement.

These services shall be considered additional work beyond the scope of this proposal. The City may acquire the provision of such services by PGAV at an additional cost to be negotiated and provided for in the form of an addendum, or separate agreement, between the City and PGAV.

## **VII. PROJECT STAFFING & MANAGEMENT**

- A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.
- B. If, in the opinion of PGAV and the City, a particular assignment requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved through subcontract with firms or individuals subject to prior approval of the City.

## **VIII. OWNERSHIP OF DOCUMENTS**

PGAV agrees that any and all reports prepared, and conclusions reached hereunder, are for the confidential information of the City and that neither PGAV nor any member of the PGAV staff will disclose any of the same with any person whatsoever, other than the City or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. Except to the extent that documents, reports or other information are prepared under the provisions of this agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

CITY OF MATTOON, ILLINOIS

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

\_\_\_\_\_  
Mayor Charles E. White

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

\_\_\_\_\_  
Jeremy Hayes, Senior Project Mgr.  
PGAV Urban Consulting

\_\_\_\_\_  
John W. Brancaglione, Vice President  
PGAV Urban Consulting

**CITY OF MATTOON, ILLINOIS**

**RESOLUTION 2007-2696**

**A RESOLUTION ENGAGING THE URBAN CONSULTING FIRM OF PECKHAM, GUYTON, ALBERS, & VIETS, INC. TO EXPLORE THE FEASIBILITY OF ESTABLISHING A BROADWAY EAST TAX INCREMENT FINANCE REDEVELOPMENT PROJECT AREA, AND AUTHORIZE THE MAYOR EXECUTE A CONTRACT ON BEHALF OF THE CITY OF MATTOON, ILLINOIS FOR THESE SERVICES**

WHEREAS, the City of Mattoon, Illinois is interested in improvement and development of certain areas within the eastern portion of the City utilizing the Tax Increment Financing Rehabilitation Act, and

WHEREAS, the City of Mattoon, Illinois desires to engage a consulting firm with the expertise, to explore the feasibility of establishing a Tax Increment Financing Redevelopment Project Area along the north side of U.S. Route 16 west of the Interstate 57 interchange, and

WHEREAS, the urban consulting firm of Peckham, Guyton, Albers, & Viets, Inc. possesses the intellectual and human resources necessary to develop a feasibility study for the establishment of a Tax Increment Finance Redevelopment Project Area for the City of Mattoon, Illinois, and

NOW THEREFORE, BE IT RESOLVED, by the Mattoon, Illinois City Council to authorize the Mayor to execute an agreement with the urban consulting firm of Peckham, Guyton, Albers, & Viets, Inc. engaging their services to explore the feasibility of establishing a Tax Increment Finance Redevelopment Project Area along the north side of U.S. Route U.S. 16 west of the Interstate 57 interchange.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_ adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Charles E. White, 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 \_\_\_\_\_, 2007.

**CONTRACT FOR PROFESSIONAL SERVICES**

**BETWEEN THE CITY OF MATTOON, ILLINOIS**

**AND**

**PECKHAM GUYTON ALBERS & VIETS, INC.**

**(Proposed Broadway East Redevelopment Project Area)**

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

**WITNESSETH:**

**WHEREAS**, the City is interested in development and improvement of areas within the eastern portion of the City utilizing the Tax Increment Allocation Redevelopment Act, 65 ILCS, 5/11-74.4-1 et. seq., as amended (the TIF Act) to facilitate development in the area; and

**WHEREAS**, the City desires to explore the feasibility of establishing a tax increment finance redevelopment project area for a portion of the City identified on Exhibit A of this Agreement as the Broadway East Redevelopment Project Area comprised of a series of parcels generally located along Charleston Avenue from the existing Midtown TIF area to North Logan Street and between E. DeWitt Avenue and Charleston Avenue (IL Route 16) east of North Logan Street (hereinafter referred to as the "Study Area") and to prepare a redevelopment plan for this Study Area; and

**WHEREAS**, PGAV is duly experienced in providing technical services in preparing Tax Increment Redevelopment Plans.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

The following Scope of Services shall be completed for the Study Area.

**A. Inducement Resolution**

PGAV will prepare, for use by the City, a draft of a resolution providing for a feasibility study on the designation of a portion of the City as a redevelopment project area and to induce development interest within such area.

**B. Request for Redevelopment Proposals**

PGAV will prepare, for use by the City, a draft of a summary notice Request for Proposal (RFP) for the subject area. The City shall have said RFP published in the local newspaper and provide same to any interested developer(s).

**C: Interested Parties Registry**

Based on the assumption that the City has already established an "Interested Parties Registry" in compliance with the TIF Act, PGAV will assist the City in complying with the requirements of the TIF Act regarding the "Interested Parties Registry." This assistance includes providing the City with drafts of the following:

1. Newspaper notice of registration for the Interested Parties Registry regarding the proposed TIF Area.
2. Updated TIF Interested Parties registration form to include the proposed TIF Area.

D. TIF Project Area Configuration & Eligibility Analysis

The general area being considered for use of tax increment financing is referred to herein as the Broadway East Redevelopment Project Area and, as noted previously herein, is comprised of a series of parcels generally located along Charleston Avenue from the existing Midtown TIF area to North Logan Street and between E. DeWitt Avenue and Charleston Avenue (IL Route 16) east of North Logan Street, and to prepare a redevelopment plan for this Study Area; and

PGAV will, utilizing available data supplemented by original research and field surveys, undertake an evaluation of conditions in the Study Area being considered for TIF. This will include an analysis of the trends in equalized assessed valuation of properties located within the Study Area.

The principal purpose of Task D is to identify conditions in said Study Area and adjacent areas that will affect future TIF planning and decision-making by the City. Certain research data and field survey work will, as appropriate, be presented to the City as a part of Task D.

E. Planning Workshop/TIF Boundary Determination

This Workshop will provide an opportunity for key City staff and officials to participate in an idea and information exchange session in order to identify and discuss issues that need to be considered for the proposed TIF program including, but not necessarily limited to:

1. Qualification and eligibility issues arising from the work associated with Task D above that may suggest alterations to the TIF Area boundary relative to inclusion or exclusion of properties;
2. City policies on any issues affecting the TIF program;
3. Local projects desired for inclusion in the program;
4. City capital improvements needed for the proposed TIF Area, as well as potential capital projects by other taxing districts that might occur or are programmed within the TIF Area; and
5. Any other ideas, thoughts, or suggestions the City Council or local officials want to transmit to PGAV at this stage of the process.

Based on the results of this task and acceptance of the TIF boundary by the City, PGAV will (utilizing materials prepared and information identified above) prepare a Redevelopment Plan as described below in Task F.

F. Tax Increment Redevelopment Plan

1. Redevelopment Plan/Statutory Requirements:

PGAV will prepare a Redevelopment Plan for the area to be known as the Broadway East Redevelopment Project Area. This Plan will include as provided for in the TIF statute:

- i. Redevelopment plan objectives;

- ii. Generalized land use for the area;
- iii. Description of private projects and necessary public actions;
- iv. Implementation schedule and strategy;
- v. Estimated redevelopment project costs;
- vi. Estimate of equalized assessed value of the area after redevelopment;
- vii. The eligibility findings for the Area as documented in Task D of this scope of services:
- viii. Utilizing information derived from the work activities described above, prepare a Redevelopment Plan as required by the Illinois TIF Statute, (65 ILCS 5/11-74.4-1 et. seq., as amended);
- ix. Include documentation that "but for TIF" the Plan will not be implemented; and
- x. Include evidence that the subject area has not been subject to growth and development by private enterprise.

## 2. Exhibits

PGAV will prepare the following maps and/or exhibits, as deemed necessary by PGAV, to document the Redevelopment Plan.

- i. Blighting Factor Maps and/or Tables;
- ii. Existing Land Use;
- iii. General Land Use Plan; and
- iv. Estimated Redevelopment Project Costs.

## G. Attendance at Meetings

PGAV will present the proposed Redevelopment Plan and Project to the Joint Review Board, as well as at the required public hearing.

## H. Approval Process

PGAV shall provide guidance to the City in the formal approval process of the TIF Plan. This shall include general advice and sample notices for the Joint Review Board; public hearing; approval ordinances, etc., and notices to taxing bodies, property owners, and residential addressees located within 750 feet of the TIF Area.

## II. INFORMATION TO BE PROVIDED BY THE CITY

The City will accomplish the tasks or provide information as outlined below:

- A. Provide a digital map file(s) of the general area containing the proposed Redevelopment Project Area (or the entire City) in .dgn, .dwg, .dxf, or ArcView format. At a minimum, said map file(s) shall contain highway and street rights-of-way, street names and property lines;
- B. Provide one set of prints of the Coles County tax assessment maps covering the proposed Redevelopment Project Area;

- C. Collect the most recent equalized assessed valuation (E.A.V.) of each parcel in the TIF Area from the County Assessor's office, including names and addresses of property owners. While collecting this information, the City will obtain the historical E.A.V. for each parcel going back to 2000;
- D. Prepare the legal description of the proposed TIF Area; and
- E. Provide for the publication of the required public hearing notices in the local newspaper and mailing of required notices to taxing districts, property owners within the Redevelopment Project Area and residential addressees within 750 feet of the proposed Project Area boundary.

**III. TIMING OF PERFORMANCE**

Upon signing of this Agreement and payment by the City of the retainer amount referenced in Section IV, below, PGAV shall commence services as provided herein. PGAV shall complete the assignment in accordance with a work schedule to be mutually prepared by PGAV and the City.

**IV. COMPENSATION**

The fee for the completed services will be as stated below. All fees as stated are exclusive of reimbursable expenses which are defined below.

- A. The following work tasks will be conducted for the lump sum amount of Thirty-Nine Thousand, Five Hundred Dollars (\$39,500) payable as outlined below:

<b>Task/Product</b>	<b>Amount</b>
i. Retainer amount upon signing of Contract and submittal of invoice;	\$ 5,000
ii. Upon completion of Task A – Inducement Resolution, Task B – Request for Redevelopment Proposals, Task C – Interested Parties Registry, Task D - TIF Project Area Configuration & Eligibility Analysis, Task E - Planning Workshop/TIF Boundary Determination, and submittal of invoice;	\$15,000
iii. Upon completion of Task F – Tax Increment Redevelopment Plan, and submittal of invoice;	\$ 16,500
iv. Upon completion of Task G - Attendance at Meetings, Task H - Approval Process, and submittal of invoice.	\$ 3,000
<b>TOTAL LUMP SUM COST</b>	<b>\$ 39,500</b>

PGAV may submit invoices for partial completion of services for any Task per the above schedule for payment.

- B. Reimbursable expenses shall consist of travel, lodging and meal expenses, long distance telephone charges, express delivery charges, photographic expenses, the cost of map plotting, printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses shall be billed at their direct cost to PGAV.
- C. If the City fails to make payment due PGAV for services and reimbursable expenses within 30 days after receipt of our statement, the amount due shall include a charge at the rate of 1½% per month from the 31st day. In addition, if no payment has been received within 60 days

after receipt of our initial statement, PGAV will suspend services under this agreement until PGAV has been paid in full the amounts due for services and expenses.

## **V. TERMINATION OF AGREEMENT**

If for any reason the City determines that the work should be terminated, the City will inform PGAV in writing that it wishes to terminate this agreement. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy).

The City will pay to PGAV an amount representing the work performed to the date of termination, plus any expenses which have been incurred by PGAV to that date.

## **VI. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT**

The scope of the work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

- A. Additional field work required as a result of the City's addition of more than 5 properties (in addition to the 61 properties for the Study Area as contained in Exhibit A) for purposes of expanding the boundaries of the Study Area prior to PGAV's recommended boundary or as a result of the City's intentions as described in VI.B.
- B. Revisions to the eligibility analysis or TIF redevelopment plan if the boundaries of the Redevelopment Project Area change to include more than 5 properties after the City's concurrence with PGAV's recommended boundary configuration.
- C. Undertaking special studies such as market studies, economic impact studies, traffic impact studies and any other special studies that may be useful to the City in making decisions on specific development proposals within the Project Area.
- D. Preparation of the required annual TIF reports that are required to be submitted to the Illinois Comptrollers Office.
- E. Preparation of and/or review of redevelopment agreements between the City and private parties wishing to receive TIF assistance.
- F. Preparation of a Request for Proposal booklet, developer letter and developer identification list and mailing to the development community regarding specific opportunities in the TIF Area (this is in addition to the summary notice RFP as provided for in Section I).

These services shall be considered additional work beyond the scope of this Agreement. The City may acquire such services by PGAV at an additional cost to be negotiated and provided for in the form of an addendum to this or separate Agreement.

## **VII. PROJECT STAFFING & MANAGEMENT**

- A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.
- B. If, in the opinion of PGAV and the City, a particular assignment requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved

through subcontract with firms or individuals subject to prior approval of the City.

**VIII. OWNERSHIP OF DOCUMENTS**

PGAV agrees that any and all reports prepared, and conclusions reached hereunder, are for the confidential information of the City and that neither PGAV nor any member of the PGAV staff will disclose any of the same with any person whatsoever, other than the City or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. Except to the extent that documents, reports or other information are prepared under the provisions of this agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

**IX. OTHER TERMS AND CONDITIONS**

The Scope of Services, provided in Section I of this Agreement, is based upon the provisions of the TIF Act in effect as of the date of execution of this Agreement. Should anything occur that would cause the TIF Redevelopment Plan to be prepared and processed under the terms of any subsequent amendments, the applicable portions of this Agreement shall be amended as appropriate.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

ATTEST:

CITY OF MATTOON, ILLINOIS

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

\_\_\_\_\_  
Charles E. White, Mayor

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

\_\_\_\_\_  
Jeremy Hayes, Senior Project Mgr.  
PGAV Urban Consulting

\_\_\_\_\_  
John Brancaglione, Vice President  
PGAV Urban Consulting