

**CITY OF MATTOON, ILLINOIS**  
**CITY COUNCIL AGENDA**  
**March 6, 2007**

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

- Pending Council Agenda Items

**7:00 PM Business Meeting**

Pledge of Allegiance

Roll Call

**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 February 20, 2007

Police Department Report for the month of January

Payroll and Bills for the second half of February 2007 and HOME Rehab Expenditures

**PRESENTATIONS, PETITIONS AND COMMUNICATIONS**

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

**NEW BUSINESS:**

**Motion – Approve Council Decision Request 2007-719: Approving \$20,000 in grants by the Tourism Advisory Committee from hotel/motel tax funds to: (Ervin)**

- **\$2,000 to the Mattoon Cobras for use in hosting the USSSA Mother’s Day Softball Invitational World Series Qualifier on May 11, 12 & 13, 2007;**
- **\$6,000 to the Mattoon Cobras for use in hosting World Series Qualifier on June 22, 23,& 24, 2007;**
- **\$5,000 to the Mattoon American Legion Post 88 for use in hosting the Firecracker Classic Baseball Tournament July 2<sup>nd</sup> –July 8<sup>th</sup>, 2007;**
- **\$5,000 to Eastern Illinois University for Illinois High School Association State Badminton Championships for Girls May 10-12, 2007;**
- **\$2,000 to the Mattoon Jr. Baseball for use in hosting the George Foster Hitting Camp on April 21, 2007**

**Motion – Approve Council Decision Request 2007-720: Authorizing payment to Hance Utz & Associates in the amount of \$154,001.15 for Depot architectural services. (Schilling)**

**Motion – Adopt Resolution 2007-2684: Authorizing the Mayor and City Clerk to sign an AmerenCIPS Request for Street Lighting Additions, Removals, and Replacement for the removal of an ornamental street light in Peterson Park (LW 4524). (Schilling)**

**Motion – Adopt Special Ordinance 2007-1203: Authorizing the Mayor and City Clerk to sign a quit claim deed to a parcel of property located behind the old K-Mart building. (*Commonly known as 100 Dettro Drive*) (Schilling)**

**Motion – Adopt Special Ordinance 2007-1204: Approving the contract between the City of Mattoon and D & D Properties for the purchase of land near the YMCA to be used for the construction of parking facilities in the amount of \$60,000, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Schilling)**

**Motion – Adopt Special Ordinance: 2007-1205 Approving the contract between the City of Mattoon and Gene Bauer Properties for the purchase of land near the YMCA to be used for the construction of parking facilities in the amount of \$60,000, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Schilling)**

**Adjourn**

## UNAPPROVED MINUTES:

The City Council of the City of Mattoon held a regular meeting in the Council Chambers at City Hall on February 20, 2007 at 7:00 p.m. after a 6:30 p.m. caucus session.

Mayor Pro-tem Cline presiding.

Mayor Pro-tem Cline led the Pledge of Allegiance.

The following members of the Council answered roll call in person: YEA Mayor Pro-tem Cline, YEA Commissioner Randy Ervin, YEA Commissioner Joseph McKenzie, YEA Commissioner David Schilling, Absent 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 Chief Michael Chism, Police Chief Larry Metzelaars, Community Development Coordinator Kyle Gill, Water Treatment Plant Superintendent Jim Lang, and City Clerk Susan J. O'Brien.

The City of Mattoon conducted the first public hearing on February 20, 2007 in the City Hall Council Chambers at 7:00 p.m. to consider the adoption of the Business District Plan and Business District Project for the South Route 45 Business District and the creation of a Business District. Mayor Pro-tem Cline opened the public hearing and directed Administrator Gilmore to proceed with the hearing. Administrator Gilmore stated this was the first of two public hearings to be conducted to consider the adoption of the Business District Plan and Business District Project for the South Route 45 Business District and the creation of a Business District. Administrator Gilmore introduced Mr. John W. Brancaglione of Peckham Guyton Albers & Viets, Inc. (PGAV), who was the City's TIF and Business District Consultant. Mr. Brancaglione reviewed the Business District Plan, which was on file with the City Clerk's Office, including the purpose of the district; area background and need for the district; the municipality's authority; the analysis of blighting factors; the Business District Development Plan with an estimated budget of 3.5 million dollars to be funded by other private and public funds and map; the findings and amendments to the Business District Plan upon completion of an amended Master Plan of the City; and necessary ordinances adopting the Business District Plan and setting the tax rate. Mr. Brancaglione opened the floor for questions of the Council and public. Administrator Gilmore requested the two submission deadlines. Mr. Brancaglione stated there were two windows for filing with the intention of making the July window. Mr. Herb Meeker of the Mattoon Journal Gazette inquired as to the types of taxing. Mr. Brancaglione stated the taxes may be levied up to one percent with a potential of collecting taxes from each hotel stay, restaurant visit, and gift shop within a hotel. Mr. Meeker also inquired of the possible expansion to the north of the proposed district. Mr. Brancaglione indicated an amendment or expansion of boundaries or a new abutment district were possibilities. Mr. Brancaglione referred to legislation currently in session. Mr. Bob Dunn inquired about revenues and a TIF district. Mr. Brancaglione

stated the revenues supported and must be used within the Business District. Mr. Dunn was against additional taxes that would commercially hinder the market, but stated without a TIF district, the area would not prosper. Ms. Jean Foley, owner of the McDonald's restaurant, was supportive of the business district and TIF district to encourage other investors. With no additional comments from the public, Mayor Pro-tem Cline closed the public hearing at 7:24 p.m.

**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 Pro-tem Cline seconded by Commissioner Schilling moved to approve the consent agenda as follows: minutes of the regular meeting February 6, 2007; Treasurer's Reports for the month of January; payroll and bills for the first half of February 2007.

**Bills and Payroll for the first half of February, 2007**

|         |  |                      |
|---------|--|----------------------|
|         | <b><u>General Fund</u></b>                       |                      |
| Payroll |  | \$ 243,471.61        |
| Bills   |  | \$ 133,184.40        |
|         |  | <u>\$ 376,656.01</u> |
|         |  | Total                |
|         | <b><u>Hotel Tax Fund</u></b>                     |                      |
| Payroll |  | \$ 1,546.54          |
| Bills   |  | \$ 389.86            |
|         |  | <u>\$ 1,936.40</u>   |
|         |  | Total                |
|         | <b><u>Festival Management Fund</u></b>           |                      |
| Bills   |  | \$ 1,030.42          |
|         |  | <u>\$ 1,030.42</u>   |
|         |  | Total                |
|         | <b><u>Insurance &amp; Tort Judgment Fund</u></b> |                      |
| Bills   |  | \$ 113.00            |
|         |  | <u>\$ 113.00</u>     |
|         |  | Total                |
|         | <b><u>Midtown TIF Fund</u></b>                   |                      |
| Bills   |  | \$ 65.52             |
|         |  | <u>\$ 65.52</u>      |
|         |  | Total                |
|         | <b><u>Capital Project Fund</u></b>               |                      |
| Bills   |  | \$ 4,580.00          |
|         |  | <u>\$ 4,580.00</u>   |
|         |  | Total                |

|         |                                   |       |                      |
|---------|-----------------------------------|-------|----------------------|
|         | <b><u>Water Fund</u></b>          |       |                      |
| Payroll |                                   |       | \$ 28,132.78         |
| Bills   |                                   |       | <u>\$ 20,538.49</u>  |
|         |                                   | Total | \$ 48,671.27         |
|         | <b><u>Sewer Fund</u></b>          |       |                      |
| Payroll |                                   |       | \$ 25,812.67         |
| Bills   |                                   |       | <u>\$ 53,556.83</u>  |
|         |                                   | Total | \$ 79,369.50         |
|         | <b><u>Cemetery Fund</u></b>       |       |                      |
| Payroll |                                   |       | \$ 3,082.97          |
| Bills   |                                   |       | <u>\$ 306.39</u>     |
|         |                                   | Total | \$ 3,389.36          |
|         | <b><u>Motor Fuel Tax Fund</u></b> |       |                      |
| Bills   |                                   |       | <u>\$ 2,556.05</u>   |
|         |                                   | Total | \$ 2,556.05          |
|         | <b><u>Revolving Loan Fund</u></b> |       |                      |
| Bills   |                                   |       | <u>\$ 225.00</u>     |
|         |                                   | Total | \$ 225.00            |
|         | <b><u>Health Insurance</u></b>    |       |                      |
| Bills   |                                   |       | <u>\$ 120,553.21</u> |
|         |                                   | Total | \$ 120,553.21        |

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

### **PUBLIC PRESENTATIONS, PETITIONS AND COMMUNICATIONS**

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

Commissioner McKenzie commended public works for their hard work with no injuries in the past week, due to eight water main breaks; three fire hydrant repairs; three service line repairs; sixty no-water service calls; tree limb pickups; snow removal and salting, resulting in 300 hours of overtime and 600 hours of straight time in order to maintain open roads and water system operations. He recognized the individuals in attendance.

**NEW BUSINESS**

Commissioner McKenzie seconded by Commissioner Ervin moved to adopt Special Ordinance 2007-1197, authorizing the rezoning of 1713 Marshall Avenue and 604 Lake Land Blvd. from C2 (Accommodation Commercial) to C3 (Service Commercial). Ken Diepholz, Sr. – Petitioner.

**CITY OF MATTOON, ILLINOIS  
SPECIAL ORDINANCE NO. 2007-1197**

**AN ORDINANCE REZONING 1713 MARSHALL AVE. AND 604 LAKE LAND BLVD. FROM C2, ACCOMMODATION COMMERCIAL TO C3, SERVICE COMMERCIAL**

**WHEREAS** there has been filed a written Petition by Ken Diepholz Sr. respectfully requesting a variance in the rezoning of forty thousand (40,000) coterminous square feet required, to allow a twenty-one (21,000) thousand square feet change in zoning from C-2, Accommodation Commercial to C-3, Service Commercial on the property legally described as:

Lots 4, 5, and 6 of Block 206 of the Original Town of Mattoon, now the City of Mattoon, situated in the County of Coles and State of Illinois.  
Commonly known as 1713 Marshall Ave. and 604 Lake Land Blvd.

**WHEREAS** the current zoning of the property is C2, Accommodation Commercial, and the rezoning request is in keeping with the zoning along Lake Land Blvd. and will be beneficial to the petitioner for redeveloping the property; and

**WHEREAS** the Board of Zoning Appeals held a properly noticed public hearing on February 6<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 Commissioner McKenzie, seconded by Commissioner Ervin, adopted this 20th day of February, 2007, by a roll call vote, as follows:

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

Approved this 20<sup>th</sup> day of February, 2007.

/s/ David Cline  
David Cline, Mayor Pro-tem  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on February 21, 2007.

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

Commissioner McKenzie seconded by Commissioner Schilling moved to adopt Special Ordinance 2007-1198, authorizing a variance of rear yard setback requirements located at 1100, 1004, 1008 & 1120 Charleston Avenue and 113 S. 11<sup>th</sup> Street. James Burch and Roy Williams/Family Video – Petitioners.

**CITY OF MATTOON, ILLINOIS  
SPECIAL ORDINANCE NO. 2007-1198**

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

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

Lots 7, 10, 11, and 12 of Block 135 in the Original Town of Mattoon,  
now the City of Mattoon, Coles County, Illinois.  
Commonly known as 113 S. 11<sup>th</sup> St., 1100, 1104, 1108 and 1120 Charleston Ave.

**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 Board of Zoning Appeals held a properly noticed public hearing on February 6<sup>th</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 Commissioner McKenzie, seconded by Commissioner Schilling, adopted this 20<sup>th</sup> day of February 2007, by a roll call vote, as follows:

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

Approved this 20<sup>th</sup> day of February, 2007.

/s/ David Cline  
David Cline, Mayor Pro-tem  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on February 21, 2007.

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

Commissioner Ervin seconded by Commissioner McKenzie moved to approve Council Decision Request 2007-716, referring a draft amendment of the City's Comprehensive Plan to the Planning Commission in order to meet the requirements of the Tax Increment Financing and Business District Acts; directing the Planning Commission to forward their recommendations to the City Council by March 12, 2007; and approving a contract in the amount of \$3,000 for the technical services provided by PGAV.

Mayor Pro-tem Cline opened the floor for discussion. No discussion.

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

Commissioner Ervin seconded by Commissioner Schilling moved to approve Council Decision Request 2007-717, awarding the bid for 42 bullet-proof vests to Ray

O'Herron Co., Inc. from Danville, Illinois in the amount of \$24,990.00 to be paid with the Federal Bullet Proof Vest Partnership Grant program and Federal Sharing (Omega) funds.

Mayor Pro-tem Cline opened the floor for discussion. No discussion.

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

Commissioner Schilling seconded by Commissioner Ervin moved to approve Council Decision Request 2007-718, authorizing a \$22,015.90 procurement from Midwest Meter for radio-read water meters needed to fully automate the meter reading function.

Mayor Pro-tem Cline opened the floor for discussion. No discussion.

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

Commissioner Schilling seconded by Commissioner McKenzie moved to adopt Resolution 2007-2683, approving an update to the City's Equal Employment Opportunity Plan.

## **CITY OF MATTOON, ILLINOIS**

### **RESOLUTION NO. 2007 -2683**

#### **A RESOLUTION APPROVING AN UPDATE TO THE CITY'S EQUAL EMPLOYMENT OPPORTUNITY PLAN**

**WHEREAS**, the purpose of an Equal Employment Opportunity Plan is to insure full and equal participation of men and women regardless of race or national origin in the workforce of an agency that receives federal grant funds; and

**WHEREAS**, it is now necessary for the City Council to update its Equal Employment Opportunity Plan to maintain continued eligibility for federal grants.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS** that the mayor is authorized to sign a document indicating the Council's approval of an update to the City of Mattoon's "Equal Employment Opportunity Plan", a copy of which is attached hereto and incorporated by reference.

Upon motion by Commissioner Schilling, seconded by Commissioner McKenzie, adopted this 20th day of February, 2007, by a roll call vote, as follows:

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

APPROVED this 20th day of February, 2007.

/s/ David Cline  
David Cline, Mayor Pro-tem  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on February 21, 2007.

Attachment

**CITY OF MATTOON, ILLINOIS**  
**EQUAL EMPLOYMENT OPPORTUNITY PLAN**

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**SECTION 1: INTRODUCTORY INFORMATION**

**Policy Statement**

It is the continuing policy of the City of Mattoon to afford equal employment opportunity to qualified individuals regardless of their sex, race, creed, age, disability or national origin and to conform to applicable laws and regulations that prohibit discrimination in its programs and activities. Equal opportunity encompasses all aspects of employment practices to include, but not limited to, recruiting, hiring, training, compensation, benefits, promotions, transfers, layoffs, recall from layoffs, discipline, educational, social, and recreational programs. Additionally, it is the policy of this municipality to provide its employees a viable means for communicating and resolving grievances and complaints regarding unlawful discriminatory employment practices. Any employee of the City who fails to comply with this policy is subject to appropriate disciplinary action.

/s/ Charles E. White

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Charles E. White, Mayor  
City of Mattoon, Coles County, Illinois  
Date of Update: February 21, 2007  
Expiration Date: December 31, 2008

### **Equal Employment Opportunity Plan**

The purpose of an Equal Employment Opportunity Plan (an, "EEOP") is to insure full and equal participation of men and women regardless of race or national origin in the workforce of an agency that receives federal grant funds. An EEOP is a comprehensive document that analyzes the agency's workforce in comparison to its relevant labor market data and all agency employment practices to determine their impact on the basis of race, sex, or national origin. The EEOP includes a written analysis that:

- Provides a statistical profile of the internal workforce by race, sex and national origin;
- Presents a breakdown of the available workforce in the community by race, sex, national origin, and job category;
- Compares these breakdowns to identify underutilization of minorities and women in the workforce, if any;
- Gives notice of specific objectives to address any findings of underutilization;
- Identifies problems in employment practices and procedures;
- Identifies specific corrective actions;
- Forms the basis of ongoing evaluation; and
- Discloses how the plan will be disseminated to all employees and to the general public.
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The City of Mattoon, Illinois (the, "City") receives grant funds from a variety of federal sources, including the Federal Emergency Management Agency, the U.S. Department of Justice, the U.S. Department of Treasury, the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency.

The City is regarded as a "recipient agency" required to maintain an EEOP because it is a local unit of government, which has 50 or more employees, has received a total of \$25,000 or more in grants or subgrants and has more than 3 percent minorities in its service area population. The City's minority population was 3.4% as of the date of the Year 2000 census.

Since the City has received more than \$1 million from the U.S. Environmental Protection Agency as a subgrantee of the Revolving Loan Fund of the Illinois Environmental Protection Agency, it's expected that a current EEOP will be required for review by grantor agencies with applications for new federal grants.

This EEOP is current with workforce data as of June 30, 2005, which was submitted to the Equal Employment Opportunity Commission (EEOC) on September 9, 2005. The City is required to update its EEOP every two years. It will be scheduled for an update with workforce data as of June 30, 2007 that will be submitted to the EEOC not later than December 31, 2007.

### **Civil Rights Requirements**

ALL FEDERAL GRANT RECIPIENTS, REGARDLESS OF THE TYPE OF ENTITY OR THE AMOUNT AWARDED, ARE SUBJECT TO THE PROHIBITIONS AGAINST DISCRIMINATION IN ANY **PROGRAM OR ACTIVITY** AND MAY BE REQUIRED BY A GRANTOR AGENCY, THROUGH SELECTED COMPLIANCE REVIEWS, TO SUBMIT DATA TO ENSURE THEIR SERVICES ARE DELIVERED IN AN EQUITABLE MANNER TO ALL SEGMENTS OF THE SERVICE POPULATION AND THEIR EMPLOYMENT PRACTICES COMPLY WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. 28 CFR §42.207 AND §42.301 ET SEQ.

Regulatory Definition: **Recipient** means any state or local unit of government or agency thereof, and any private entity, institution or organization to which Federal financial assistance is extended directly or through such government or agency (i.e., subgrantee or contractor of the recipient agency). 28 CFR § 42.202(n)

In circumstances when the City is the named recipient of a federal grant and will be passing through the financial assistance to a subgrantee or contractor, it may be necessary for the subgrantee or contractor to submit another EEOP with a specific focus upon the workforce of the subgrantee or contractor.

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### **Profile of the Local Government**

The City of Mattoon, incorporated in 1857 is located in Coles County in east central Illinois on Interstate 57, 183 miles south of Chicago. It lies 27 miles north of Interstate 70, about midway between St. Louis and Indianapolis. The City presently occupies a land area of approximately 10 square miles. The City's population at the 2000 Census was 18,291 persons.

The City is a non-home rule municipality, which may adopt local ordinances to govern its affairs and provide services, but only if authorized by an enabling state statute. The City provides an extensive array of municipal services including public safety, public works, community development, health, welfare, cemetery, cultural and recreational services, a water and sewer utility as well as internal management support functions. The City is financially accountable for a Public Library, Police and Firefighter Pension Funds, which are reported separately within the City's financial statements.

The City operates under a commission form of local government. The city council, which has policymaking and legislative authority, consists of a mayor and four commissioners. The council members are elected on a nonpartisan "at large" basis every four years to a four-year term. The city council, among other things, is responsible for passing ordinances, resolutions and adopting the annual municipal budget. The council appoints persons to boards, advisory commissions and departmental directors.

In addition to their legislative functions, the mayor and commissioners have individual administrative powers and duties. The mayor is the chief executive officer of the

municipality. One commissioner is responsible for finance, another commissioner is responsible for police protection, public works and technology, another commissioner is responsible for fire protection, park maintenance and tourism development. A fourth commissioner is responsible for the municipal water and sewer utilities.

In 2001, the city council established a city administrator position by local ordinance. Departmental operations have been placed under the line management of a city administrator, who functions in a staff capacity and is equally responsible to the mayor and commissioners. The city administrator is responsible for carrying out the ordinances and policies of the city council, preparing and implementing the annual budget and personnel administration. Operating departments are organized in a manner that ensures a line of command answerable to the supervision of responsible elected commissioners, who are assisted by the city administrator and departmental directors in managing day-to-day operations of the municipality.

The city clerk has delegate responsibility for personnel management. The city clerk is responsible for document preparation and retention pertaining to job descriptions, employee classification and compensation, recruitment, selection, performance appraisal, discipline, grievances and termination. The Board of Fire and Police Commissioners is responsible for the appointment, promotion and discipline of Firefighters and Police Officers. Age and physical condition standards apply to these positions.

The following is an identification of current city officials and departmental directors, who may be responsible for federal grant management depending upon the functional character of the grant program or project.

### **CITY COMMISSIONERS**

Charles E. White, Mayor

Randy Ervin – Fire Protection, Parks & Tourism Development

Joseph McKenzie – Police Protection, Public Works & Technology

David Schilling -Water & Sewer Utilities

David Cline – Revenue & Finance

### **CITY ADMINISTRATOR**

Alan Gilmore

CITY ATTORNEY

J. Preston Owen

CITY CLERK

Susan J. O'Brien

### **DEPARTMENT DIRECTORS**

City Treasurer

Public Works Director

Police Chief

Fire Chief

J. Preston Owen

David Wortman

Larry Metzelaars

Michael Chism

|                                   |                 |
|-----------------------------------|-----------------|
| Community Development Coordinator | Kyle Gill       |
| Public Works Superintendent       | Chris Hartbank  |
| Lake & Parks Superintendent       | Kurt Stretch    |
| Tourism Coordinator               | Angelia Burgett |
| Library Director                  | Jennie Cisna    |

The official name of the local government is “City of Mattoon, Coles County, Illinois, a municipal corporation”. Its mailing address is 208 North 19<sup>th</sup> Street, Mattoon, Illinois 61938. Its main phone number is that of the City Clerk’s Office, (217) 235-5654.

The annual independent audit of the financial statements of the City includes a federally mandated “Single Audit” designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government’s internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards. These reports are available for public inspection in the City’s separately issued Single Audit report.

The schedule of expenditures of federal grant awards reported in the Single Audit for the City’s fiscal year that ended April 30, 2006 were as follows:

|  |               |
|--|---------------|
| U.S. Department of Housing and Urban Development | 206,436       |
| U.S. Department of Justice                       | 202,359       |
| Museum and Library Services                      | 69,771        |
| U.S. Department of Homeland Security             | <u>79,690</u> |
| Total Federal Awards                             | \$558,256     |

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### **Personnel Management & Operations Overview**

The previous EEOP articulated an objective of the City to employ a workforce that reasonably reflects the composition of the population within the boundaries of the municipality. Providing equal employment opportunity to all people regardless of race, color, region, sex, age, ancestry or national origin has been another objective.

The job level inventory compared to the workforce analysis in the previous EEOP showed “a slight underutilization of female employees in the category where women have historically not applied for positions, i.e. laborers, machine operators, police officers and firefighters.” It showed “an underutilization of minorities since the minority population in the area from where city employees are hired was very low (0.9% county, 0.9% city).” Statistics were not available at that time concerning minorities, older citizens and female percentages in the service area workforce.

The current administration of the municipality is not aware of ANY findings of discrimination by a federal or state court or administrative agencies against the City, its subgrantees or contractors.

It's been difficult to improve the utilization of women and minorities in the workforce over the last two years due to the economic recession. Coles County has seen a reduction in jobs with the closing of several major manufacturing facilities. As a result, residents have had less disposable income and the City has received less sales tax and state shared revenues. The annual payroll of the City was reduced about \$535,000 between calendar year 2002 and 2003 by reducing the workforce by 32 positions: 15 in Public Works, 14 in the Police Department and 3 in the Fire Department. The workforce reduction was accomplished by early retirement incentives, attrition and non-replacement of employees. Since 2003 the City has maintained its workforce and has not hired replacement employees for the positions eliminated between 2002 and 2003. The City has established new positions for job skills that were not previously be carried out by the municipality.

Since the incumbent City Council assumed office in May of 2005, three persons have been appointed to management positions in the officials/administrators job category. Two were promoted from within the existing workforce; none were women, none were minorities.

**SECTION 2: THE CITY'S WORKFORCE**

This section presents a statistical breakdown of the City's current workforce for each job category broken down by gender within each racial, color, and national origin group. It includes full and part-time employees. Blanks are counted as zero. This workforce data is as of June 30, 2005, which was submitted to the Equal Employment Opportunity Commission on September 9, 2005.

| Job Category             | Totals      | Male       |         |   |      |       | Female     |   |   |      |       |
|--------------------------|-------------|------------|---------|---|------|-------|------------|---|---|------|-------|
|                          |             | W          | B       | H | A/PI | AI/AN | W          | B | H | A/PI | AI/AN |
| Officials/Administrators | 15<br>100%  | 12<br>80%  |         |   |      |       | 3<br>20%   |   |   |      |       |
| Professionals            | 20<br>100%  | 18<br>90%  |         |   |      |       | 2<br>10%   |   |   |      |       |
| Technicians              | 2<br>100%   | 2<br>100%  |         |   |      |       |            |   |   |      |       |
| Protective Service       | 63<br>100%  | 56<br>89%  |         |   |      |       | 7<br>11%   |   |   |      |       |
| Para-Professionals       | 5<br>100%   |            |         |   |      |       | 5<br>100%  |   |   |      |       |
| Admin Support            | 14<br>100%  |            |         |   |      |       | 14<br>100% |   |   |      |       |
| Skilled Craft            | 21<br>100%  | 20<br>95%  |         |   |      |       | 1<br>5%    |   |   |      |       |
| Service / Maintenance    | 28<br>100%  | 27<br>96%  | 1<br>4% |   |      |       |            |   |   |      |       |
| Totals                   | 168<br>100% | 135<br>80% | 1<br>1% |   |      |       | 32<br>19%  |   |   |      |       |

KEY

W – White

B- Black

H – Hispanic

A/PI – Asian or Pacific Islander

AI / AN – American Indian or Alaska Native

**SECTION 3: COMMUNITY POPULATION STATISTICS**

Agencies are instructed to provide statistical breakdown (similar to that presented above) of the available community workforce for each job category broken down by gender within each racial, color, and national origin group.

The 2000 census labor data, broken into the eight EEO job groups required for EEO preparation, is not yet available. Until that data is released, agencies are instructed to use 1990 census data for updating an EEO. Since more up-to-date 2000 census data is available that shows Mattoon’s population segregated by sex and race, it will be used for this update to the EEO.

2000 Census Data  
City of Mattoon, Illinois

| Subject                         | Number | Percent |
|---------------------------------|--------|---------|
| <b>Sex:</b>                     |        |         |
| Male                            | 8,865  | 47.3%   |
| Female                          | 9,632  | 52.7%   |
| <b>Race:</b>                    |        |         |
| White                           | 17,676 | 96.6%   |
| Black                           | 260    | 1.4%    |
| Hispanic                        | 232    | 1.3%    |
| Two or more races               | 170    | 0.9%    |
| Asian & Pacific Islander        | 77     | 0.4%    |
| Some Other Race                 | 75     | 0.4%    |
| American Indian / Alaska Native | 33     | 0.2%    |

**SECTION 4A: WORKFORCE UTILIZATION ANALYSIS**

Male

Female

| Job Category                 | Male |     |     |          |           | Female |     |     |          |           |
|------------------------------|------|-----|-----|----------|-----------|--------|-----|-----|----------|-----------|
|                              | W    | B   | H   | A/P<br>I | AI/A<br>N | W      | B   | H   | A/P<br>I | AI/A<br>N |
| Officials/Administ<br>rators | 80.0 | 0%  | 0%  | 0%       | 0%        | 20.0   | 0%  | 0%  | 0%       | 0%        |
| Workforce                    | %    | 1.4 | 1.3 | 0.4      | 0.2%      | %      | 1.4 | 1.3 | 0.4      | 0.2%      |
| Community                    | 47.3 | %   | %   | %        | -         | 52.7   | %   | %   | %        | -         |
| Population                   | %    | -   | -   | -        | 0.2%      | %      | -   | -   | -        | 0.2%      |



|                       |       |      |      |      |      |       |      |      |      |      |
|-----------------------|-------|------|------|------|------|-------|------|------|------|------|
| Maintenance Workforce | 96%   | 4%   | 0%   | 0%   | 0%   | 0%    | 0%   | 0%   | 0%   | 0%   |
| Community Population  | 47.3% | 1.4% | 1.3% | 0.4% | 0.2% | 52.7% | 1.4% | 1.3% | 0.4% | 0.2% |
| Utilization           | 48.7% | 2.6% | -    | -    | 0.2% | -     | -    | -    | -    | 0.2% |
|                       |       |      | 1.3% | 0.4% |      | 52.7% | 1.4% | 1.3% | 0.4% |      |

The foregoing chart compares the City’s workforce with that of the community population to determine if, and in what job categories, women and/or minorities (cross-classified by gender) are under-represented in the City’s workforce.

This utilization analysis forms the basis for updating the EEO plan and is obtained by comparing the information presented in Section 2 with that in Section 3. The format is presented in terms of percentages. Utilization figures are determined by subtracting the percentages obtained in Section 3 from those obtained in Section 2. In other words as shown in the foregoing workforce utilization analysis chart, white females comprise 20% of administrator employees. White females make up 52.7% of the population. 52.7% is subtracted from 20%. The resulting figure, -32.7%, is placed in the block on the utilization analysis for female administrators. This process is repeated for all categories of the EEO job categories. The higher the negative number in the rows titled “Utilization”, the higher the under-representation of women and minorities in the City’s workforce in that particular job category.

**SECTION 4B: UTILIZATION REVIEW NARRATIVE**

Community population statistics show that minority populations are very small in Mattoon:

- The African-American population is 1.4%;
- The Hispanic population is 1.3%;
- The Asian/Pacific Islander and American Indian/Alaskan Native populations combined are less than 1%.

The number and percentage of minority employees in the City’s workforce is also very small. Minorities are under utilized in all job categories of the workforce except service / maintenance jobs, where only the number of male African-Americans employed resemble the community population.

***Women, however, are under utilized in every job category of the City’s workforce except administrative support positions.***

Where minorities are less than 3% of the population of the service area of a local government, an EEOP must still be prepared, but the focus must be upon employment practices affecting women in the workforce. The City, however, will still attempt to increase the representation of all under utilized ethnic groups.

**SECTION 5: OBJECTIVES**

The City is committed to making its workforce profiles more closely reflect the community population. The primary objective of this EEOP is to increase the number of women in the workforce. Particular emphasis will be given to positions in the

professional, technician, skilled craft and maintenance worker job categories of the workforce; where under-representation of women is more than 40%. Since promotions are generally governed by collective bargaining agreements where preference is given for promotions to seniority and proficiencies of existing employees, for the period of this EEOP the focus will be upon recruitment practices for entry-level positions to ensure that women and members of all minority groups (regardless of sex) are receiving equal opportunity to secure employment.

## **SECTION 6: STRATEGIES TO ACHIEVE OBJECTIVES**

1. Provide training to members of the City Council, the Board of Fire & Police Commissioners and Departmental Directors on this Equal Employment Opportunity Plan and the consequences of failure to achieve its objectives.
2. Review job requirements and hiring procedures to ensure no unnecessary barriers exist that would deny equal employment opportunity to women and minorities in all job categories.
3. Use teams of existing women employees to establish a mentoring program to assist in the recruitment for women and minority hires and the further development of their job related knowledge and skills if such persons are hired.
4. Participate at job fairs, which target women and minorities
5. Encourage women currently in the workforce to take advantage of reimbursement for training expense that will increase job-related knowledge, skills and abilities.
6. Monitor progress toward the achievement of EEO objectives with another analysis of the workforce compared to the local labor market as of December 31<sup>th</sup> of each year.

## **SECTION 7: DISSEMINATION**

### External

- Continue to include the statement “The City of Mattoon is an Equal Opportunity Employer” on all job applications and postings.
- Post this update to the EEOP on the City’s web page.

### Internal

- Conspicuously post this EEOP on departmental bulletin boards throughout the City
- Periodically brief Commissioners and Departmental Directors to ensure they are familiar with the City’s EEO objectives.

Mayor Pro-tem Cline opened the floor for discussion. No discussion.

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

Mayor Pro-tem Cline seconded by Commissioner Schilling moved to adopt Special Ordinance 2007-1199, authorizing the mayor to sign a grant agreement by and

between the City of Mattoon and the Apostolic Church – Time Theater Bldg. that would reimburse up to \$40,440.00 over a ten year period from future TIF Revenues for costs of tuck pointing the exterior masonry surfaces and a new roof system for a building located at 1416 Broadway Avenue. This grant would become payable when construction is complete and property tax increment revenues are received from the development in the Mid-town TIF Redevelopment District.

## **CITY OF MATTOON, ILLINOIS**

### **SPECIAL ORDINANCE NO. 2007-1199**

#### **AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND APOSTOLIC CHURCH-TIME THEATER BLDG. IN CONNECTION WITH THE MATTOON MIDTOWN REDEVELOPMENT PROJECT AREA**

**WHEREAS**, APOSTOLIC CHURCH-TIME THEATER BLDG. 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 Mayor Pro-tem Cline, seconded by Commissioner Schilling, adopted this 20<sup>th</sup> day of February, 2007, by a roll call vote, as follows:

AYES (Names): Mayor Pro-tem Cline, Commissioner Ervin,  
Commissioner McKenzie, Commissioner Schilling  
NAYS (Names): None  
ABSENT (Names): None

Approved this 20<sup>th</sup> day of February, 2007.

/s/ David Cline  
David Cline, Mayor Pro-tem  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on February 21, 2007.

Attachment (1) - EXHIBIT "A"

### **EXHIBIT "A"**

#### **GRANT AGREEMENT**

This Grant Agreement is made this 20<sup>th</sup> day of February, 2007, by and between the CITY OF MATTOON, Coles County, Illinois, a municipal corporation (hereinafter the "Grantor"), and Apostolic Church-Time Theater Bldg. of 1416 Broadway Avenue, Mattoon, Coles County, Illinois, (hereinafter the "Grantee"), as follows:

1. Grantor does grant unto Grantee up to the sum of Forty Thousand, Four Hundred and Forty Dollars (\$40,440.00) to be disbursed as hereinafter described, subject to the following terms and conditions:

A. It is agreed and understood that said grant shall be for the sole purpose of making restorations to tuck pointing the exterior masonry surfaces and new roof system at 1416 Broadway Avenue, Mattoon, Coles County, Illinois. Said exterior restoration shall be pursuant to a design which first must be acceptable to the City of Mattoon. The authorized agent acting on behalf of the City is the City Administrator or such other official the City Council may designate. Said design must include, but is not necessarily limited to, not only a rendering of the end result, but also a list of specifications such as material type, colors, and construction methods. Since this is a historical restoration project, the City of Mattoon reserves the right to demand a high level of detail concerning design, materials, colors and other construction aspects, and, further, demands strict

adherence to said design. This grant is specifically contingent upon the undersigned first receiving initial design approval from the City. The undersigned acknowledges that the primary consideration for the grant herein from the City of Mattoon unto the undersigned is to achieve an historical restoration program for the City, and, as such, the undersigned acknowledges this consideration and agrees to abide by the rules and regulations and oversight of the City of Mattoon for implementation and/or construction of said design including, but not necessarily limited to: construction of said design pursuant to the design specifications; prior consent from the City of Mattoon before any alterations or changes to the design; oversight authority on the part of the City of Mattoon during the construction of said design if reasonably necessary to ensure said design and specifications are being complied with. Further, as additional consideration herein, the undersigned covenants that once completed, said City-approved restoration work shall remain the same and not be substantially changed without prior written consent of the City within 15 years of completion of the same, which covenant shall survive the payment of the grant and remain obligatory unto the parties herein whether or not they retain control of the property or transfer the same to a third party within said 15 years. Should the undersigned sell or convey all or a part of said property, it guarantees and promises unto the City of Mattoon that it shall include in the deed of conveyance a restriction on changing said façade for said 15-year period. Said prohibition upon a substantial alteration of said exterior façade does not prohibit the undersigned from periodic and regular maintenance of the same, which maintenance shall include, but not necessarily be limited to, cleaning, painting and material replacement if warranted. The undersigned agrees to commence façade restoration within 60 days of initial design approval from the City, and to proceed diligently to the completion of the same, but in no event to be completed in not less than 12 months from the date hereof. During said construction, the City, at any time, can issue a written notice to the undersigned that it is in violation of the agreed upon design and specifications heretofore approved by the City. The undersigned will have thirty (30) days from receipt of written notice of noncompliance with design to correct the same to the City's satisfaction or otherwise reach a mutually agreeable resolution of the same. If correction or a mutual resolution is not completed within said thirty (30) day response time, then in that event, the City may consider this grant to be in default, to cease all future payments due hereunder, and shall rescind the grant. Though the City of Mattoon retains approval authority and oversight responsibility for the design and restoration program discussed herein, it is not responsible for the construction of the same nor for the payment of the same. Accordingly, the undersigned hereby agrees to assume all responsibility for any damages or claims for damages as a result of any injuries or claims for injuries for said façade restoration construction, and, further, agrees to indemnify and hold the City of Mattoon free and harmless in association with any damages or claims for damages by the undersigned, or other third parties.

B. It is agreed and understood that the grant shall be for the purpose of tuck pointing the exterior masonry surfaces and a new roof system of the building at 1416 Broadway Avenue, Mattoon, Coles County, Illinois.

C. It is agreed and understood that there is dollar limit flexibility between the elements of construction cost as more fully set forth hereinabove. Said grant proceeds shall be based upon the actual construction cost of work, but not to exceed Forty Thousand, Four Hundred and Forty Dollars (\$40,440.00) as determined by the City's authorized agent.

D. Said grant is to be used solely for the following described real estate, commonly known as 1416 Broadway Avenue, Mattoon, Illinois, but more specifically described as:

Lot six (6) Block One Hundred and Nineteen (119), Original Town, now City of Mattoon, Coles County, Illinois Commonly Known as 1416 Broadway

E. Grantee shall secure the necessary building permits from Grantor, and shall indemnify and hold the Grantor harmless from any and all claims, damages, and injuries associated with or resulting from the rehabilitation and improvement of said real estate.

F. It is agreed and understood that improvement of said real estate shall also include repairing to tuck pointing the exterior masonry surfaces and new roof system at 1416 Broadway Avenue. Grantee warrants that the total value of the improvements at 1416 Broadway Avenue shall not be less than Forty Thousand, Four Hundred and Forty Dollars (\$40,440.00) , including the grant authorized by this agreement.

2. Grantor shall disburse the grant funds to Grantee in annual partial payments. These partial payments shall begin on September 1, in the year following the completion of all the restoration/renovation work and said annual payments shall continue to be paid on each September 1<sup>st</sup> thereafter for a period of four years. The amount of each partial payment shall be Four Thousand and 44/100 dollars (\$4,044.00) or 10% of the actual construction cost for the work authorized within the scope of this grant, whichever is less, as certified by the City's authorized agent. The payments shall only be made if this grant is valid and in full force at the time the payment is to be made.

3. This Grant is expressly contingent upon the execution of this grant agreement by Grantee and Grantor and upon presentation to Grantor of vouchers or other sufficient proof of work authorized and approved and within the scope of this grant in amounts which exceed the grant money provided herein.

4. Grantee does hereby guarantee and covenant that it will apply the grant money only for the uses intended as set forth herein pursuant to the terms and conditions set forth herein.

5. Grantor's grant as made herein is made contingent upon Grantee performing all of the covenants and conditions by it to be performed.

6. This is an outright grant and is not repayable to Grantor unless Grantee fails to perform one or more of the covenants and conditions herein by it to be performed, and in that event, Grantor shall send written notice of said breach to Grantee and afford it an opportunity to correct the same within 30 days. Should Grantee fail to correct the breach within 30 days of said written notice, then in that event, Grantor shall rescind the grant. and shall be entitled to recover from Grantee any and all grant moneys heretofore delivered to Grantee, which grant money Grantee agrees to repay unto Grantor.

7. This grant made herein is pursuant to a Council Decision Request approved by the City Council of the City of Mattoon meeting in regular session on February 6, 2007 and a Special Ordinance duly adopted by the City Council of the City of Mattoon meeting in regular session on February 20, 2007.

8. Grantee covenants unto Grantor that it intends to retain ownership of the building for the operation of a commercial business or businesses, including chiropractic physician offices and office/general business use, and that it is not its intention to use the grant money herein to remodel the building and then resell the same to a third party. To secure this covenant, Grantor and Grantee agree that if the building is sold to a third party, then there shall be a rebate of the grant based upon the following schedule: if sold within one year of the date of the grant, there shall be a 75% rebate of the grant amount already paid; if sold after one year from the date of this grant but within two years of the date of this grant, then there shall be a 50% rebate of the grant amount already paid; and if sold after two years from the date of this grant but within three years of the date of this grant, then there shall be a 25% rebate of the grant amount already paid. Further, Grantor and Grantee agree that if the business operation ceases for a period in excess of thirty days, and within five years from the date of this grant, then Grantor's obligation to make continuing payments from the grant shall cease immediately and this agreement shall be null and void and of no further force and effect, and there shall be a rebate of the grant money heretofore paid based upon the timeline and percent established herein for the sale of the business, being 75% within one year of the date of this grant, 50% after one year but within two years from the date of this grant, and 25% after two years but within three years of the date of this grant.

9. Grantor reserves to itself the right to seek reimbursement for the amount expended under this grant from revenues of the Mattoon Mid-town Tax Increment Financing District.

Executed at Mattoon, Illinois, on the day and year first above written.

GRANTEE

CITY OF MATTOON, GRANTOR

\_\_\_\_\_  
Apostolic Church-Time Theater Bldg.

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

ATTEST:

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Susan J. O'Brien, City Clerk

Mayor Pro-tem Cline opened the floor for discussion. No discussion.

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

Mayor Pro-tem Cline seconded by Commissioner McKenzie moved to adopt Special Ordinance 2007-1200, authorizing the mayor to sign a grant agreement by and between the City of Mattoon and the Steve Hardin d/b/a Jack & Bills Clothing that would reimburse up to \$38,180.00 over a ten year period from future TIF Revenues for costs of a new façade with new signage on the front and back along with emergency structural repairs to the store's rear entrance for a building located at 1628 Broadway Avenue. This grant would become payable when construction is complete and property tax increment revenues are received from the development in the Mid-town TIF Redevelopment District.

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007- 1200**

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN  
THE CITY OF MATTOON, ILLINOIS AND STEVE HARDIN: JACK AND  
BILL'S CLOTHING; IN CONNECTION WITH THE MATTOON MIDTOWN  
REDEVELOPMENT PROJECT AREA**

**WHEREAS**, STEVE HARDIN: JACK AND BILL'S CLOTHING; 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 Mayor Pro-tem Cline, seconded by Commissioner McKenzie, adopted this 20th day of February, 2007, by a roll call vote, as follows:

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

Approved this 20th day of February, 2007.

/s/ David Cline  
David Cline, Mayor Pro-tem  
City of Mattoon, Coles County, Illinois

ATTEST:

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

APPROVED AS TO FORM:

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

Recorded in the Municipality's Records on February 21, 2007.

Attachment (1) - EXHIBIT "A"

## **EXHIBIT "A"**

### **GRANT AGREEMENT**

This Grant Agreement is made this 20<sup>th</sup> day of February, 2007, by and between the CITY OF MATTOON, Coles County, Illinois, a municipal corporation (hereinafter the "Grantor"), and Steve Hardin: Jack and Bill's Clothing; of 1628 Broadway Avenue, Mattoon, Coles County, Illinois, (hereinafter the "Grantee"), as follows:

1. Grantor does grant unto Grantee up to the sum of Thirty Eight Thousand, One Hundred and Eighty Dollars (\$38,180.00) to be disbursed as hereinafter described, subject to the following terms and conditions:

G. It is agreed and understood that said grant shall be for the sole purpose of making restorations to the building for a new façade with new signage on the front and back along with emergency structural repairs to the stores rear entrance at 1628 Broadway Avenue, Mattoon, Coles County, Illinois. Said exterior restoration shall be pursuant to a design which first must be acceptable to the City of Mattoon. The authorized agent acting on behalf of the City is the City Administrator or such other official the City Council may designate. Said design must include, but is not necessarily limited to, not only a rendering of the end result, but also a list of specifications such as material type, colors, and construction methods. Since this is a historical restoration project, the City of Mattoon reserves the right to demand a high level of detail concerning design, materials, colors and other construction aspects, and, further, demands strict adherence to said design. This grant is specifically contingent upon the undersigned first receiving initial design approval from the City. The undersigned acknowledges that the primary consideration for the grant herein from the City of Mattoon unto the undersigned is to achieve an historical restoration program for the City, and, as such, the undersigned acknowledges this consideration and agrees to abide by the rules and regulations and oversight of the City of Mattoon for implementation and/or construction of said design including, but not necessarily limited to: construction of said design pursuant to the design specifications; prior consent from the City of Mattoon before any alterations or changes to the design; oversight authority on the part of the City of Mattoon during the construction of said design if reasonably necessary to ensure said design and specifications are being complied with. Further, as additional consideration herein, the undersigned covenants that once completed, said City-approved restoration work shall remain the same and not be substantially changed without prior written consent of the City within 15 years of completion of the same, which covenant shall survive the payment of the grant and remain obligatory unto the parties herein whether or not they retain control of the property or transfer the same to a third party within said 15 years. Should the undersigned sell or convey all or a part of said property, it guarantees and promises unto the City of Mattoon that it shall include in the deed of conveyance a restriction on changing said façade for said 15-year period. Said prohibition upon a substantial alteration of said exterior façade does not prohibit the undersigned from periodic and regular maintenance of the same, which maintenance shall include, but not necessarily be limited to, cleaning, painting and material replacement if warranted. The undersigned agrees to commence façade restoration within 60 days of initial design approval from the

City, and to proceed diligently to the completion of the same, but in no event to be completed in not less than 12 months from the date hereof. During said construction, the City, at any time, can issue a written notice to the undersigned that it is in violation of the agreed upon design and specifications heretofore approved by the City. The undersigned will have thirty (30) days from receipt of written notice of noncompliance with design to correct the same to the City's satisfaction or otherwise reach a mutually agreeable resolution of the same. If correction or a mutual resolution is not completed within said thirty (30) day response time, then in that event, the City may consider this grant to be in default, to cease all future payments due hereunder, and shall rescind the grant. Though the City of Mattoon retains approval authority and oversight responsibility for the design and restoration program discussed herein, it is not responsible for the construction of the same nor for the payment of the same. Accordingly, the undersigned hereby agrees to assume all responsibility for any damages or claims for damages as a result of any injuries or claims for injuries for said façade restoration construction, and, further, agrees to indemnify and hold the City of Mattoon free and harmless in association with any damages or claims for damages by the undersigned, or other third parties.

H. It is agreed and understood that the grant shall be for the purpose of making restorations to the building for a new façade with new signage on the front and back along with emergency structural repairs to the stores rear entrance of the building at 1628 Broadway Avenue, Mattoon, Coles County, Illinois.

I. It is agreed and understood that there is dollar limit flexibility between the elements of construction cost as more fully set forth hereinabove. Said grant proceeds shall be based upon the actual construction cost of work, but not to exceed Thirty Eight Thousand, One Hundred and Eighty Dollars (\$38,180.00) as determined by the City's authorized agent.

J. Said grant is to be used solely for the following described real estate, commonly known as 1628 Broadway Avenue, Mattoon, Illinois, but more specifically described as: West Twenty Four (24) feet of the East Ninety (90) feet of Lot Twenty Three (23) therein Block One Hundred Seventeen (117) in the Assessors Subdivision of the Original Town, now City of Mattoon, Coles County, Illinois

K. Grantee shall secure the necessary building permits from Grantor, and shall indemnify and hold the Grantor harmless from any and all claims, damages, and injuries associated with or resulting from the rehabilitation and improvement of said real estate.

L. It is agreed and understood that improvement of said real estate shall also include making restorations to the building for a new façade with new signage on the front and back along with emergency structural repairs to the stores rear entrance of 1628 Broadway Avenue. Grantee warrants that the total value of the improvements at 1628 Broadway Avenue shall not be less than Thirty Eight Thousand, One Hundred and Eighty Dollars (\$38,180.00) , including the grant authorized by this agreement.

2. Grantor shall disburse the grant funds to Grantee in annual partial payments. These partial payments shall begin on September 1, in the year following the completion of all the restoration/renovation work and said annual payments shall continue to be paid on each September 1<sup>st</sup> thereafter for a period of four years. The amount of each partial payment shall be Three Thousand, Eight Hundred and Eighteen Dollars (\$3,818.00) or 10% of the actual construction cost for the work authorized within the scope of this grant, whichever is less, as certified by the City's authorized agent. The payments shall only be made if this grant is valid and in full force at the time the payment is to be made.

3. This Grant is expressly contingent upon the execution of this grant agreement by Grantee and Grantor and upon presentation to Grantor of vouchers or other sufficient proof of work authorized and approved and within the scope of this grant in amounts which exceed the grant money provided herein.

4. Grantee does hereby guarantee and covenant that it will apply the grant money only for the uses intended as set forth herein pursuant to the terms and conditions set forth herein.

5. Grantor's grant as made herein is made contingent upon Grantee performing all of the covenants and conditions by it to be performed.

6. This is an outright grant and is not repayable to Grantor unless Grantee fails to perform one or more of the covenants and conditions herein by it to be performed, and in that event, Grantor shall send written notice of said breach to Grantee and afford it an opportunity to correct the same within 30 days. Should Grantee fail to correct the breach within 30 days of said written notice, then in that event, Grantor shall rescind the grant. and shall be entitled to recover from Grantee any and all grant moneys heretofore delivered to Grantee, which grant money Grantee agrees to repay unto Grantor.

7. This grant made herein is pursuant to a Council Decision Request approved by the City Council of the City of Mattoon meeting in regular session on February 6, 2007 and a Special Ordinance duly adopted by the City Council of the City of Mattoon meeting in regular session on February 20, 2007.

8. Grantee covenants unto Grantor that it intends to retain ownership of the building for the operation of a commercial business or businesses, including chiropractic physician offices and office/general business use, and that it is not its intention to use the grant money herein to remodel the building and then resell the same to a third party. To secure this covenant, Grantor and Grantee agree that if the building is sold to a third party, then there shall be a rebate of the grant based upon the following schedule: if sold within one year of the date of the grant, there shall be a 75% rebate of the grant amount already paid; if sold after one year from the date of this grant but within two years of the date of this grant, then there shall be a 50% rebate of the grant amount already paid; and if sold after two years from the date of this grant but within three years of the date of this grant, then there shall be a 25% rebate of the grant amount already paid. Further, Grantor and Grantee agree that if the business operation ceases for a period in excess of thirty days,

and within five years from the date of this grant, then Grantor's obligation to make continuing payments from the grant shall cease immediately and this agreement shall be null and void and of no further force and effect, and there shall be a rebate of the grant money heretofore paid based upon the timeline and percent established herein for the sale of the business, being 75% within one year of the date of this grant, 50% after one year but within two years from the date of this grant, and 25% after two years but within three years of the date of this grant.

9. Grantor reserves to itself the right to seek reimbursement for the amount expended under this grant from revenues of the Mattoon Mid-town Tax Increment Financing District.

Executed at Mattoon, Illinois, on the day and year first above written.

GRANTEE

CITY OF MATTOON, GRANTOR

\_\_\_\_\_  
Steve Hardin: Jack and Bill's Clothing;

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

ATTEST:

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

Mayor Pro-tem Cline opened the floor for discussion. No discussion.

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

Mayor Pro-tem Cline seconded by Commissioner Ervin moved to adopt Special Ordinance 2007-1201, authorizing the mayor to sign a grant agreement by and between the City of Mattoon and Renee England d/b/a Merle Norman Cosmetics that would reimburse up to \$2,000.00 from TIF Revenues for costs of a replacement awning and exterior lighting for a building located at 1608 Broadway Avenue.

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007- 1201**

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN  
THE CITY OF MATTOON, ILLINOIS AND RENEE ENGLAND: MERLE  
NORMAN COSMETICS IN CONNECTION WITH THE MATTOON MIDTOWN  
REDEVELOPMENT PROJECT AREA**

WHEREAS, RENEE ENGLAND: MERLE NORMAN COSMETICS (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 Mayor Pro-tem Cline, seconded by Commissioner Ervin, adopted this 20<sup>th</sup> day of February, 2007, by a roll call vote, as follows:

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

Approved this 20<sup>th</sup> day of February, 2007.

/s/ David Cline  
David Cline, Mayor Pro-tem

City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on February 21, 2007.

Attachment (1) - EXHIBIT "A"

**EXHIBIT "A"**

**GRANT AGREEMENT**

This Grant Agreement is made this 6th day of February, 2007, by and between the CITY OF MATTOON, Coles County, Illinois, a municipal corporation (hereinafter the "Grantor"), and RENEE ENGLAND: MERLE NORMAN COSMETICS of 1608 Broadway, Mattoon, Coles County, Illinois, (hereinafter the "Grantee"), as follows:

1. Grantor does grant unto Grantee up to the sum of Two Thousand Dollars (\$2,000.00), to be disbursed as hereinafter described, subject to the following terms and conditions:

- A. It is agreed and understood that said grant shall be for the sole purpose of awning replacement and exterior lighting at 1608 Broadway Avenue, Mattoon, Coles County, Illinois. Said exterior restoration shall be pursuant to a design which first must be acceptable to the City of Mattoon. The authorized agent acting on behalf of the City is the City Administrator or such other official the City Council may designate. The undersigned acknowledges that the primary consideration for the grant herein from the City of Mattoon unto the undersigned is to achieve an historical restoration program for the City, and, as such, the undersigned acknowledges this consideration and agrees to abide by the rules and regulations and oversight of the City of Mattoon for implementation and/or construction of said design including, but not necessarily limited to: construction of said design pursuant to the design specifications; prior consent from the City of Mattoon before any alterations or changes to the design; oversight authority on the part of the City of Mattoon during the construction of said design if reasonably necessary to ensure said design and specifications are being complied with. Further, as additional consideration herein, the undersigned covenants that once completed, said City-approved restoration work shall remain the same and not be substantially changed without prior written consent of the City within 15 years of completion of the same, which covenant shall survive the payment of the grant and remain obligatory unto the parties herein whether or not they retain control of the property or transfer the same to a third party within said 15 years. Should the undersigned sell or convey all or a part of said property,

it guarantees and promises unto the City of Mattoon that it shall include in the deed of conveyance a restriction on changing said façade for said 15-year period. Said prohibition upon a substantial alteration of said exterior façade does not prohibit the undersigned from periodic and regular maintenance of the same, which maintenance shall include, but not necessarily be limited to, cleaning, painting and material replacement if warranted. The undersigned agrees to commence façade restoration within 60 days of initial design approval from the City, and to proceed diligently to the completion of the same, but in no event to be completed in not less than 12 months from the date hereof. During said construction, the City, at any time, can issue a written notice to the undersigned that it is in violation of the agreed upon design and specifications heretofore approved by the City. The undersigned will have thirty (30) days from receipt of written notice of noncompliance with design to correct the same to the City's satisfaction or otherwise reach a mutually agreeable resolution of the same. If correction or a mutual resolution is not completed within said thirty (30) day response time, then in that event, the City may consider this grant to be in default, to cease all future payments due hereunder, and shall rescind the grant. Though the City of Mattoon retains approval authority and oversight responsibility for the design and restoration program discussed herein, it is not responsible for the construction of the same nor for the payment of the same. Accordingly, the undersigned hereby agrees to assume all responsibility for any damages or claims for damages as a result of any injuries or claims for injuries for said façade restoration construction, and, further, agrees to indemnify and hold the City of Mattoon free and harmless in association with any damages or claims for damages by the undersigned, or other third parties.

B. It is agreed and understood that the grant shall be for the purpose of replacement awning and exterior lighting at 1608 Broadway Avenue, Mattoon, Coles County, Illinois.

C. It is agreed and understood that there is dollar limit flexibility between the elements of construction cost as more fully set forth hereinabove. Said grant proceeds shall be based upon the actual construction cost of work, but not to exceed Two Thousand Dollars (\$2,000.00) as determined by the City's authorized agent.

D. Said grant is to be used solely for the following described real estate, commonly known as 1608 Broadway Avenue, Mattoon, Illinois, but more specifically described as:

Lot Sixteen (16) Block One Hundred and Seventeen (117) in the Original Town,  
now City of Mattoon, Coles County, Illinois

E. Grantee shall secure the necessary building permits from Grantor, and shall indemnify and hold the Grantor harmless from any and all claims, damages, and

injuries associated with or resulting from the rehabilitation and improvement of said real estate.

F. It is agreed and understood that improvement of said real estate shall also include replacing the awning of 1608 Broadway Avenue and replacing the exterior lighting of the building premises at 1608 Broadway Avenue. Grantee warrants that the total value of the improvements at 1608 Broadway Avenue shall not be less than Two Thousand Dollars (\$2,000) including the grant authorized by this agreement.

2. Grantor shall disburse the grant funds to Grantee following the completion of all the restoration/renovation work of the actual construction cost for the work authorized within the scope of this grant, as certified by the City's authorized agent. The payment (s) shall only be made if this grant is valid and in full force at the time the payment is to be made.

3. This Grant is expressly contingent upon the execution of this grant agreement by Grantee and Grantor and upon presentation to Grantor of vouchers or other sufficient proof of work authorized and approved and within the scope of this grant in amounts which exceed the grant money provided herein.

4. Grantee does hereby guarantee and covenant that it will apply the grant money only for the uses intended as set forth herein pursuant to the terms and conditions set forth herein.

5. Grantor's grant as made herein is made contingent upon Grantee performing all of the covenants and conditions by it to be performed.

6. This is an outright grant and is not repayable to Grantor unless Grantee fails to perform one or more of the covenants and conditions herein by it to be performed, and in that event, Grantor shall send written notice of said breach to Grantee and afford it an opportunity to correct the same within 30 days. Should Grantee fail to correct the breach within 30 days of said written notice, then in that event, Grantor shall rescind the grant. and shall be entitled to recover from Grantee any and all grant moneys heretofore delivered to Grantee, which grant money Grantee agrees to repay unto Grantor.

7. This grant made herein is pursuant to a Special Ordinance duly adopted by the City Council of the City of Mattoon meeting in regular session on February 20, 2007.

8. Grantee covenants unto Grantor that it intends to retain ownership of the building for the operation of a commercial business, including offices and office/general business use, and that it is not its intention to use the grant money herein to remodel the building and then resell the same to a third party. To secure this covenant, Grantor and Grantee agree that if the building is sold to a third party, then there shall be a rebate of the grant based upon the following schedule: if sold within one year of the date of the grant, there shall be a 75% rebate of the grant amount already paid; if sold after one year from the date of this grant but within two years of the date of this grant, then there shall be a 50%

rebate of the grant amount already paid; and if sold after two years from the date of this grant but within three years of the date of this grant, then there shall be a 25% rebate of the grant amount already paid. Further, Grantor and Grantee agree that if the business operation ceases for a period in excess of thirty days, and within three years from the date of this grant, then Grantor's obligation to make continuing payments from the grant shall cease immediately and this agreement shall be null and void and of no further force and effect, and there shall be a rebate of the grant money heretofore paid based upon the timeline and percent established herein for the sale of the business, being 75% within one year of the date of this grant, 50% after one year but within two years from the date of this grant, and 25% after two years but within three years of the date of this grant.

9. Grantor reserves to itself the right to seek reimbursement for the amount expended under this grant from revenues of the Mattoon Mid-town Tax Increment Financing District.

Executed at Mattoon, Illinois, on the day and year first above written.

GRANTEE

CITY OF MATTOON, GRANTOR

\_\_\_\_\_  
Renee England: Merle Norman Cosmetics

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

ATTEST:

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

Mayor Pro-tem Cline opened the floor for discussion. Attorney/Treasurer Owen stated the funds would be immediate, not future revenues, and would also apply to Special Ordinance 2007-1202.

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

Mayor Pro-tem Cline seconded by Commissioner Schilling moved to adopt Special Ordinance 2007-1202, authorizing the mayor to sign a grant agreement by and between the City of Mattoon and Mike Kallis d/b/a Sound Source Music that would reimburse up to \$5,000.00 from TIF Revenues for costs of a structural analysis of the building to determine the feasibility of modifying the façade to eliminate one of the entrances and relocating wall to convert upper story space into apartments for a building located at 1609 Broadway Avenue.

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1202**

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN  
THE CITY OF MATTOON, ILLINOIS AND MIKE KALLIS: SOUND SOURCE  
MUSIC IN CONNECTION WITH THE MATTOON MIDTOWN  
REDEVELOPMENT PROJECT AREA**

**WHEREAS**, MIKE KALLIS: SOUND SOURCE MUSIC (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 Mayor Pro-tem Cline, seconded by Commissioner Schilling, adopted this 20<sup>th</sup> day of February, 2007, by a roll call vote, as follows:

AYES (Names): Mayor Pro-tem Cline, Commissioner Ervin,  
Commissioner McKenzie, Commissioner Schilling  
(Names): None  
ABSENT (Names): Mayor White

Approved this 20th day of February, 2007.

/s/ David Cline  
David Cline, Mayor Pro-tem  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on February 21, 2007.

Attachment (1) - EXHIBIT "A"

### **EXHIBIT "A"**

#### **GRANT AGREEMENT**

This Grant Agreement is made this 20th day of February, 2007, by and between the CITY OF MATTOON, Coles County, Illinois, a municipal corporation (hereinafter the "Grantor"), and MIKE KALLIS: SOUND SOURCE MUSIC of 1609 Broadway, Mattoon, Coles County, Illinois, (hereinafter the "Grantee"), as follows:

1. Grantor does grant unto Grantee up to the sum of Five Thousand Dollars (\$5,000.00), to be disbursed as hereinafter described, subject to the following terms and conditions:

- A. It is agreed and understood that the grant shall be for the sole purpose for a structural analysis of the building to determine the feasibility of modifying the façade to eliminate one of the entrances and relocating wall to convert upper story space into apartments at 1609 Broadway Avenue, Mattoon, Coles County, Illinois. The authorized agent acting on behalf of the City is the City Administrator or such other official the City Council may designate. The undersigned acknowledges that the primary consideration for the grant herein from the City of Mattoon unto the undersigned is to achieve an historical restoration program for the City, and, as such, the undersigned acknowledges this consideration and agrees to abide by the rules and regulations and oversight of the City of Mattoon for implementation and/or construction of said design including, but not necessarily limited to: construction of said design pursuant to the design specifications; prior consent from the City of Mattoon before any alterations or changes to the design; oversight authority on the part of the City of Mattoon during the construction of said design if reasonably necessary to ensure said design and specifications are being

complied with. Further, as additional consideration herein, the undersigned covenants that once completed, said City-approved restoration work shall remain the same and not be substantially changed without prior written consent of the City within 15 years of completion of the same, which covenant shall survive the payment of the grant and remain obligatory unto the parties herein whether or not they retain control of the property or transfer the same to a third party within said 15 years. Should the undersigned sell or convey all or a part of said property, it guarantees and promises unto the City of Mattoon that it shall include in the deed of conveyance a restriction on changing said façade for said 15-year period. Said prohibition upon a substantial alteration of said exterior façade does not prohibit the undersigned from periodic and regular maintenance of the same, which maintenance shall include, but not necessarily be limited to, cleaning, painting and material replacement if warranted. The undersigned agrees to commence façade restoration within 60 days of initial design approval from the City, and to proceed diligently to the completion of the same, but in no event to be completed in not less than 12 months from the date hereof. During said construction, the City, at any time, can issue a written notice to the undersigned that it is in violation of the agreed upon design and specifications heretofore approved by the City. The undersigned will have thirty (30) days from receipt of written notice of noncompliance with design to correct the same to the City's satisfaction or otherwise reach a mutually agreeable resolution of the same. If correction or a mutual resolution is not completed within said thirty (30) day response time, then in that event, the City may consider this grant to be in default, to cease all future payments due hereunder, and shall rescind the grant. Though the City of Mattoon retains approval authority and oversight responsibility for the design and restoration program discussed herein, it is not responsible for the construction of the same nor for the payment of the same. Accordingly, the undersigned hereby agrees to assume all responsibility for any damages or claims for damages as a result of any injuries or claims for injuries for said façade restoration construction, and, further, agrees to indemnify and hold the City of Mattoon free and harmless in association with any damages or claims for damages by the undersigned, or other third parties.

B. It is agreed and understood that the grant shall be for the purpose of a structural analysis of the building to determine the feasibility of modifying the façade to eliminate one of the entrances and relocating wall to convert upper story space into apartments at 1609 Broadway Avenue, Mattoon, Coles County, Illinois.

C. It is agreed and understood that there is dollar limit flexibility between the elements of construction cost as more fully set forth hereinabove. Said grant proceeds shall be based upon the actual construction cost of work, but not to exceed Five Thousand Dollars (\$5,000.00) as determined by the City's authorized agent.

D. Said grant is to be used solely for the following described real estate, commonly known as 1609 Broadway Avenue, Mattoon, Illinois, but more specifically described as:

Lot Three (3) Block One Hundred and Forty (140) in the Original Town, now  
City of Mattoon, Coles County, Illinois

E. Grantee shall secure the necessary building permits from Grantor, and shall indemnify and hold the Grantor harmless from any and all claims, damages, and injuries associated with or resulting from the rehabilitation and improvement of said real estate.

F. It is agreed and understood that improvement of said real estate shall also include structural analysis of the building to determine the feasibility of modifying the façade to eliminate one of the entrances and relocating wall to convert upper story space into apartments at 1609 Broadway. Grantee warrants that the total value of the improvements at 1609 Broadway Avenue shall not be less than Five Thousand Dollars (\$5,000.00) including the grant authorized by this agreement.

2. Grantor shall disburse the grant funds to Grantee following the completion of all the restoration/renovation work of the actual construction cost for the work authorized within the scope of this grant, as certified by the City's authorized agent. The payment (s) shall only be made if this grant is valid and in full force at the time the payment is to be made.

3. This Grant is expressly contingent upon the execution of this grant agreement by Grantee and Grantor and upon presentation to Grantor of vouchers or other sufficient proof of work authorized and approved and within the scope of this grant in amounts which exceed the grant money provided herein.

4. Grantee does hereby guarantee and covenant that it will apply the grant money only for the uses intended as set forth herein pursuant to the terms and conditions set forth herein.

5. Grantor's grant as made herein is made contingent upon Grantee performing all of the covenants and conditions by it to be performed.

6. This is an outright grant and is not repayable to Grantor unless Grantee fails to perform one or more of the covenants and conditions herein by it to be performed, and in that event, Grantor shall send written notice of said breach to Grantee and afford it an opportunity to correct the same within 30 days. Should Grantee fail to correct the breach within 30 days of said written notice, then in that event, Grantor shall rescind the grant. and shall be entitled to recover from Grantee any and all grant moneys heretofore delivered to Grantee, which grant money Grantee agrees to repay unto Grantor.

7. This grant made herein is pursuant to a Special Ordinance duly adopted by the

City Council of the City of Mattoon meeting in regular session on February 20, 2007.

8. Grantee covenants unto Grantor that it intends to retain ownership of the building for the operation of a commercial business, including offices and office/general business use, and that it is not its intention to use the grant money herein to remodel the building and then resell the same to a third party. To secure this covenant, Grantor and Grantee agree that if the building is sold to a third party, then there shall be a rebate of the grant based upon the following schedule: if sold within one year of the date of the grant, there shall be a 75% rebate of the grant amount already paid; if sold after one year from the date of this grant but within two years of the date of this grant, then there shall be a 50% rebate of the grant amount already paid; and if sold after two years from the date of this grant but within three years of the date of this grant, then there shall be a 25% rebate of the grant amount already paid. Further, Grantor and Grantee agree that if the business operation ceases for a period in excess of thirty days, and within three years from the date of this grant, then Grantor's obligation to make continuing payments from the grant shall cease immediately and this agreement shall be null and void and of no further force and effect, and there shall be a rebate of the grant money heretofore paid based upon the timeline and percent established herein for the sale of the business, being 75% within one year of the date of this grant, 50% after one year but within two years from the date of this grant, and 25% after two years but within three years of the date of this grant.

9. Grantor reserves to itself the right to seek reimbursement for the amount expended under this grant from revenues of the Mattoon Mid-town Tax Increment Financing District.

Executed at Mattoon, Illinois, on the day and year first above written.

GRANTEE

CITY OF MATTOON, GRANTOR

\_\_\_\_\_  
Mike Kallis: Sound Source Music

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

ATTEST:

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

Mayor Pro-tem Cline opened the floor for discussion. No discussion.

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

Mayor Pro-tem Cline seconded by Commissioner Schilling moved to recess to closed session at 7:34 p.m. pursuant to the Illinois Open Meetings Act for the purpose of

considering the purchase or lease of real property (5 ILCS 120(2)(c)(5)); and the price for sale or lease of property (5 ILCS 120(2)(c)(6)).

Mayor Pro-tem Cline opened the floor for public discussion. Mr. Meeker inquired whether action would be taken after closed session. Mayor Pro-tem Cline stated there would be no action taken after closed session.

Mayor Pro-tem Cline declared the motion carried by the following vote: YEA Mayor-Pro-Tem Cline, YEA Commissioner Ervin, YEA Commissioner McKenzie, YEA Commissioner Schilling, Absent Mayor White.

Council reconvened at 8:01 p.m.

Commissioner Ervin seconded by Commissioner McKenzie moved to adjourn at 8:02 p.m.

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

/s/ Susan J. O'Brien  
City Clerk

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The City Council of the City of Mattoon held a special meeting (Mattoon City Management Retreat) at the School Administration Building – 1701 Charleston Ave.; Board Room at 8:30 a.m. on March 1, 2007.

Mayor White directed Administrator Gilmore to conduct the retreat.

Alan Gilmore 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, Community Development Coordinator Kyle Gill, Assistant Fire Chief Andy Adair, Fire Chief Michael Chism, Police Chief Larry Metzelaars, Deputy Police Chief David Griffith, Library Director Jennie Cisna, Parks Superintendent Kurt Stretch, Water Treatment Plant Superintendent Jim Lang, Technology Coordinator Brian Johanpeter, Tourism Director Angelia Burgett, Waste Water Treatment Plant Superintendent Rick Pinnell, Public Works Director David Wortman, Public Works Superintendent Chris Hartbank, and City Clerk Susan O'Brien.

Administrator Gilmore commented on his first year anniversary, the budget, the

TIF Districts, the City's first retreat, and the order of business.

The Department Heads gave reports on 2006 activities and their five-year plans for their departments. [City Clerk, Police Chief, Fire Chief, (A break was taken between 10:03 a.m. and 10:15 a.m.), Community Development Coordinator, Library Director, Tourism Director, Technology Director, City Attorney & Treasurer, Public Works Director] A lunch break was held from 11:34 a.m. to 11:55 a.m. Director Wortman continued with discussion on 2006 activities and his five-year plan for his departments. There was a break from 1:05 p.m. to 1:15 p.m. Mayor White was absent for the remainder of the 03/01/2007 meeting.

Attorney/Treasurer Owen presented a historical budget for the Council to review.

Attorney/Treasurer Owen and the Department Heads, respectively, reviewed the 2007–2008 Operational Budget [Library Fund, Hotel/Motel Tax Fund].

Mayor Pro-tem Cline seconded by Commissioner McKenzie moved to adjourn to 8:30 a.m. on 03/02/2007 at the School Administration Building to further discuss agenda topics.

Mayor Pro-tem Cline declared the motion carried by the following vote: YEA Mayor Pro-Tem Cline, YEA Commissioner Ervin, YEA Commissioner McKenzie, YEA Commissioner Schilling, Absent Mayor White.

Council reconvened at 8:30 a.m. on March 2, 2007 in the Mattoon School Board Administrative Building Board Room.

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

Also in attendance in person were City personnel: City Administrator Alan Gilmore, City Attorney/Treasurer J. Preston Owen, Community Development Coordinator Kyle Gill, Assistant Fire Chief Andy Adair, Fire Chief Michael Chism, Police Chief Larry Metzelaars, Deputy Police Chief David Griffith, Library Director Jennie Cisna, Parks Superintendent Kurt Stretch, Water Treatment Plant Superintendent Jim Lang, Technology Coordinator Brian Johanpeter, Tourism Director Angelia Burgett, Waste Water Treatment Plant Superintendent Rick Pinnell, Public Works Director David Wortman, Public Works Superintendent Chris Hartbank, and City Clerk Susan O'Brien.

Attorney/Treasurer Owen and the Department Heads, respectively, reviewed the 2007–2008 Operational Budget [Health Insurance Rates; Budget Filing date of April 7, 2007; \$2.5 million to be cut; Revenues with a maximum of PTELL at 2 ½ % increase; effects of the Fire and Police Pensions on availability of general fund monies; taxes; grants; library to receive \$100,000 loan for four months; charges for services; investment earnings; all other departments [breaks from 9:52 a.m. to 10:06 a.m.; lunch break 11:35

a.m. to 11:45 a.m. with the departure of Adair, Griffith, and Riley]; and reduction of budget line items]

Attorney/Treasurer Owen led discussion on the retiree health insurance and future options, and TIF Districts.

Council and Department Heads prioritized the issues and projects.

Director Burgett discussed a City ad for the Village Profile; announced a request for architectural consistency in the downtown area; requested the consensus to have a designer prepare sample city logos; discussed the timing of the design; and the need for consistency of a design throughout the City.

Attorney/Treasurer Owen discussed how priorities will be determined, and the need for a half day at the end of March to complete the budget discussion.

Commissioner McKenzie seconded by Commissioner Ervin moved to adjourn at 1:40 p.m.

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

/s/ Susan J. O'Brien  
City Clerk

**DEPARTMENT REPORTS ARE AVAILABLE IN THE CITY CLERK'S OFFICE.**

**BILLS AND PAYROLL ARE AVAILABLE IN A SEPARATE FILE.**

**NEW BUSINESS:**

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 3/06/07      CDR NO: 2007-719      SUBJECT: Tourism Grants

SUBMITTAL DATE:            02/23/07

SUBMITTED BY:              Randy Ervin, Tourism Commissioner

EXHIBITS (If applicable):   Grant Applications

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|                       |                    |                     |
|-----------------------|--------------------|---------------------|
| EXPENDITURE           | AMOUNT             | CONTINGENCY FUNDING |
| ESTIMATE:    \$20,000 | BUDGETED: \$70,000 | 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 \$20,000 in grants by the Tourism Advisory Committee from hotel/motel tax funds to:

- \$2,000 of \$4000.00 requested to the Mattoon Cobras for use in hosting the USSSA Mother's Day Softball Invitational World Series Qualifier on May 11, 12 & 13, 2007;
- \$6,000 to the Mattoon Cobras for use in hosting World Series Qualifier on June 22, 23 & 24, 2007;.
- \$5,000 of \$6000.00 requested to the Mattoon American Legion Post 88 for use in hosting the Firecracker Classic Baseball Tournament July 2<sup>nd</sup> –July 8<sup>th</sup>, 2007;
- \$5,000 to Eastern Illinois University for Illinois High School Association State Badminton Championships for Girls May 10-12, 2007;
- \$2,000 of \$2,500 requested to the Mattoon Jr. Baseball for use in hosting the George Foster Hitting Camp on April 21, 2007

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

These applications were considered and approved by the Tourism Advisory Committee at a meeting held February 22<sup>nd</sup>, 2007.

**City of Mattoon  
Council Decision Request**

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MEETING DATE 3/06/2007 CDR NO: 2007-720 SUBJECT: Authorize payment for Architectural services provided by Hance, Utz & Associates for Depot Preliminary Plans, Specifications & Bidding Documents.

SUBMITTAL DATE: 02/28//2007

SUBMITTED BY: Alan Gilmore, City Administrator

EXHIBITS (If applicable): Invoice  
Section 5(a) Resolution 2005-2631 Prior Authorization

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|                       |                       |                         |
|-----------------------|-----------------------|-------------------------|
| EXPENDITURE           | AMOUNT                | CONTINGENCY FUNDING     |
| ESTIMATE: \$70,000.00 | BUDGETED: \$1,300,000 | REQUIRED:\$56,000FY2009 |

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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 Commissioner David Schilling move to authorize a payment of \$154,001.15 to Hance, Utz & Associates for Preliminary Plans, Specifications & Bidding Documents, in coordination of a contribution of \$84,001.15 from the Coles County Historical Society limiting the actual cost to the City of Mattoon to no more than \$70,000. Buy authorizing payment for these services at this time, the City of Mattoon and the Coles County Historical Society are at risk of loosing the ability to utilize the amount of this payment as a 20% matching contribution toward the Federal Funding earmarked for the Depot Renovation Project.

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

Hance, Utz & Associates has demanded payment for the services provided to date and has refused to complete the Preliminary Plans, Specifications & Bidding Documents necessary to meet the submittal deadline of March 23, 2007 in order to hold a Bid Letting scheduled June 16, 2007 if not paid in full. It is my understanding that IDOT failed to inform the City of Mattoon, Coles County Historical Society, and Hance, Utz & Associates to enter into an IDOT Preliminary Engineering Agreement, which would have prevented this situation. However IDOT is submitting a letter of behalf of the City of Mattoon to make exception to this oversight and allow the City of Mattoon to utilize this payment to Hance, Utz & Associates as a 20% match toward the Federal Funding Earmarked for the Depot Renovation Project. In the event this request is denied, the City of Mattoon loses its ability to count 80% of the City's \$70,000 contribution of this payment and may result in an additional cost of \$56,000 to complete this project.

# Hance, Utz & Associates

1013 S 19th St  
 Mattoon, IL 61938  
 Phone: 217-235-4181  
 Fax: 217-235-4183

## Statement of Account

For: ICRR Depot  
 1320 Lafayette Avenue  
 Mattoon, IL 61938  
 Attention: John Renshaw

**Period Ending 2/26/2007**

### Client Projects

01026-4 ICRR Depot - Restoration

| <u>Invoice</u>  | <u>Type</u> | <u>Invoice Date</u> | <u>Due Date</u> | <u>Amount</u> | <u>Discount</u> | <u>Payments/<br/>Credits</u> | <u>Invoice Balance</u> |
|-----------------|-------------|---------------------|-----------------|---------------|-----------------|------------------------------|------------------------|
| 2624            | Invoice     | 11/16/06            | 12/16/2006      | \$77,557.66   | \$0.00          | \$30,000.00                  | \$47,557.66            |
| 2635            | Invoice     | 12/12/06            | 1/11/2007       | \$34,069.62   | \$0.00          | \$0.00                       | \$34,069.62            |
| 2646            | Invoice     | 1/8/07              | 2/7/2007        | \$32,257.83   | \$0.00          | \$0.00                       | \$32,257.83            |
| 2665            | Invoice     | 2/6/07              | 3/8/2007        | \$40,116.04   | \$0.00          | \$0.00                       | \$40,116.04            |
| Project Totals: |             |                     |                 | \$184,001.15  | \$0.00          | \$30,000.00                  | \$154,001.15           |
| Report Totals:  |             |                     |                 | \$184,001.15  | \$0.00          | \$30,000.00                  | \$154,001.15           |

### Accounts Receivable Aging Summary

| <u>Unreleased Retainage</u> | <u>Current</u> | <u>31-60 Days</u> | <u>61-90 Days</u> | <u>91-120 Days</u> | <u>≥ 120 Days</u> |
|-----------------------------|----------------|-------------------|-------------------|--------------------|-------------------|
| 0.00                        | 40,116.04      | 32,257.83         | 34,069.62         | 47,557.66          | 0.00              |



Hance, Utz & Associates, LLC  
 1013 S 19th St Mattoon, IL 61938

# INVOICE

Invoice Number: 2646  
 Monday, January 08, 2007

To: ICRR Depot  
 1320 Lafayette Avenue  
 Mattoon, IL 61938  
 Attention: John Renshaw

**Project: 01026-4 ICRR Depot - Restoration**

Professional Services for the Period: 12/1/2006 to 12/31/2006

Construction Cost: 0.00  
 % of Construction Cost: 0.00%  
 Billing Fee: 251,708.45

| <u>Phase</u>                | <u>Phase Fee</u> | <u>Percent of Total Fee</u> | <u>Percent Complete</u> | <u>Fee Earned</u> | <u>Prior Billing</u> | <u>Current Fee</u> |
|-----------------------------|------------------|-----------------------------|-------------------------|-------------------|----------------------|--------------------|
| Programming & Pre-Design    | 53,488.04        | 21.25                       | 100.00                  | 53,488.04         | 53,488.04            | 0.00               |
| Construction Documents      | 160,464.14       | 63.75                       | 50.00                   | 80,232.07         | 48,139.24            | 32,092.83          |
| <b>Total Phases:</b>        |                  |                             |                         |                   |                      | <b>\$32,092.83</b> |
| <b>Phase Billing Total:</b> |                  |                             |                         |                   |                      | <b>\$32,092.83</b> |

### Reimbursables

| <u>Expense Code</u>          | <u>Date</u> | <u>Bill Units</u> | <u>Unit Bill Rate</u> | <u>Charge</u>   |
|------------------------------|-------------|-------------------|-----------------------|-----------------|
| Reproduction/copying costs   | 12/27/2006  | 33.00             | 5.00                  | 165.00          |
| <b>Reimbursables Totals:</b> |             |                   |                       | <b>\$165.00</b> |
| Billing Group Subtotal:      |             |                   |                       | \$32,257.83     |

### **Project Totals:**

**\*\*\* Total Project Invoice Amount: \$32,257.83**



Hance, Utz & Associates, LLC  
 1013 S 19th St Mattoon, IL 61938

# INVOICE

Invoice Number: 2635

Tuesday, December 12, 2006

To: ICRR Depot  
 1320 Lafayette Avenue  
 Mattoon, IL 61938  
 Attention: John Renshaw

**Project: 01026-4 ICRR Depot - Restoration**

Professional Services for the Period: 11/1/2006 to 11/30/2006

Construction Cost: 0.00  
 % of Construction Cost: 0.00%  
 Billing Fee: 251,708.45

| <u>Phase</u>             | <u>Phase Fee</u> | <u>Percent of Total Fee</u> | <u>Percent Complete</u> | <u>Fee Earned</u> | <u>Prior Billing</u> | <u>Current Fee</u> |
|--------------------------|------------------|-----------------------------|-------------------------|-------------------|----------------------|--------------------|
| Programming & Pre-Design | 53,488.04        | 21.25                       | 100.00                  | 53,488.04         | 46,591.49            | 6,896.55           |
| Construction Documents   | 160,464.14       | 63.75                       | 30.00                   | 48,139.24         | 20,966.17            | 27,173.07          |

**Total Phases:** \$34,069.62

**Phase Billing Total:** \$34,069.62

Billing Group Subtotal: \$34,069.62

**Project Totals:**

**\*\*\* Total Project Invoice Amount: \$34,069.62**

Hance, Utz & Associates, LLC  
 1013 S 19th St Mattoon, IL 61938

## INVOICE

Invoice Number: 2624

Thursday, November 16, 2006

To: ICRR Depot  
 1320 Lafayette Avenue  
 Mattoon, IL 61938  
 Attention: John Renshaw

**Project: 01026-4 ICRR Depot - Restoration**

Professional Services for the Period: 10/1/2006 to 10/31/2006

Construction Cost: 0.00  
 % of Construction Cost: 0.00%  
 Billing Fee: 251,708.45

| <u>Phase</u>             | <u>Phase Fee</u> | <u>Percent of Total Fee</u> | <u>Percent Complete</u> | <u>Fee Earned</u> | <u>Prior Billing</u> | <u>Current Fee</u> |
|--------------------------|------------------|-----------------------------|-------------------------|-------------------|----------------------|--------------------|
| Programming & Pre-Design | 53,488.04        | 21.25                       | 100.00                  | 53,488.04         | 0.00                 | 53,488.04          |
| Construction Documents   | 160,464.14       | 63.75                       | 15.00                   | 24,069.62         | 0.00                 | 24,069.62          |

**Total Phases:** \$77,557.66

**Phase Billing Total:** \$77,557.66

Billing Group Subtotal: \$77,557.66

### Project Totals:

**\*\*\* Total Project Invoice Amount: \$77,557.66**

**received**  
 12-5-06  
 Pd \$ 20,000



**DATE** November 16, 2006  
**Customer** Coles Co. Historical Society  
**Project #**

## Credit Memo

**Name** John Renshaw  
**Address** Coles Co. Historical Society  
1320 Lafayette Avenue  
**City, State** Mattoon, IL 61938

| Description   | AMOUNT             |
|---|--------------------|
| Credit for previous payment made February 03<br>Please deduct this from the amount on invoice #2624 | \$10,000.00        |
| <b>TOTAL</b>  | <b>\$10,000.00</b> |

If you have any questions concerning this quotation please contact me.  
**THANK YOU FOR YOUR BUSINESS!**

**CITY OF MATTOON, ILLINOIS  
RESOLUTION 2007-2684**

**AMEREN CIPS**

**REQUEST FOR STREET LIGHTING ADDITIONS,  
REMOVALS AND REPLACEMENTS**

Municipality: City of Mattoon  
 Address: ~~221 North 12th St.~~ 208 N 19th St  
 Contact Name: Chris Hartbank Kurt Stretch  
 Telephone No: 217-235-5171

Mayor/President \_\_\_\_\_ Date: \_\_\_\_\_  
 Clerk \_\_\_\_\_ Date: \_\_\_\_\_

Please make the following changes to street and traffic lighting facilities and adjust Ameren billing as shown below. The change in service is requested pursuant to the provisions of the Company's Rate 11 - Street and Traffic Lighting Service and General Terms and Conditions.

| Location<br>Address (City to Supply)<br>Pole/Map # (Ameren to Supply)                              | Install<br>or<br>Remove | Number<br>of<br>Units | Size & Type of Unit | Customer<br>or<br>Company<br>Owned | Monthly<br>Price | Total   | Install or<br>Remove<br>Billing Date<br>(Ameren Use Only) |
|--|-------------------------|-----------------------|---------------------|------------------------------------|------------------|---------|---|
| LW4524-Peterson park   | remove                  | 1                     | 100w HPS ornamental | Company                            | \$9.45           | \$9.45  |   |
|  |                         |                       |                     |                                    |                  |         |   |
|  |                         |                       |                     |                                    |                  |         |   |
|  |                         |                       |                     |                                    |                  |         |   |
| Total Adjustment to Monthly Billing - Subject to Ameren Verification<br>(excluding applicable tax) |                         |                       |                     |                                    |                  | \$ 9.45 |   |

Remarks:

|                     |                                  |
|---------------------|----------------------------------|
| For Ameren Use Only |                                  |
| DWA/DOJM/JOB# _____ | Completed By: _____              |
|                     | New Monthly Billing Total: _____ |
|                     | By: _____                        |

cc: Rates  
 Public Affairs  
 Operating Center

\*\*\*\*\*



**CITY OF MATTOON, ILLINOIS**  
**SPECIAL ORDINANCE NO. 2007-1203**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A QUIT CLAIM DEED TO A PARCEL OF PROPERTY LOCATED BEHIND THE OLD K-MART BUILDING.**

**WHEREAS**, When the property now known as the Old K-Mart building was developed the developer wished to erect and dedicate to the City a water storage tank for the property; and

**WHEREAS**, the developer did erect and the City did accept and maintain the water storage tank located on a parcel of property known as the “flag lot”; and

**WHEREAS**, the property was never properly deeded to the City and the City has never had an ownership interest in the “flag lot”; and

**WHEREAS**, 100 Dettro Drive Mattoon, LLC is in the process of redeveloping the property; and

**WHEREAS**, the City has removed the once existing water storage tank; and

**WHEREAS**, 100 Dettro Drive Mattoon, LLC has asked the City to execute a Quit Claim Deed to the property in an effort to clear the defects of title; and

**WHEREAS**, the city attorney has prepared a Quit Claim Deed 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 a quit claim deed and the mayor and city clerk are authorized to sign the quit claim deed to the real estate described in Section 2 of this ordinance to 100 Dettro Drive Mattoon, LLC.

**Section 2.** The real estate to be conveyed pursuant to this ordinance is legally described as:

Commencing at an existing survey monument marking the Northwest corner of the Southwest Quarter (SW ¼) of Section Seventeen (17), Township Twelve (12) North, Range Eight (8) East of the Third (3<sup>rd</sup>) Principal Meridian, thence S 0°04'38"E, along the

established west line of said Southwest Quarter (SW ¼), 388.49 feet actual (388.8 feet record) to a point on the South Right-of-Way line of Illinois Route #16; thence along said Right-of-Way line, along a curve to the right whose radius is 5250.03 feet actual (5271.30 feet record), 1524.81 feet acr to the point of intersection of said Right-of-Way and the Easterly Right-of-Way of the minor collector street (Dettro Drive); thence S36°57'13"W, along the Easterly Right-of-Way of the minor collector Street (Dettro Drive), 70.21 feet; thence S8°27'31"E, along said Easterly Right-of-Way, 602.3 feet to the point of beginning; thence N 89°41'00"E, 141.7 feet; thence N0°19'0"W, 23.18 feet to the back of the existing concrete curb; thence N89°41'00"E, along the back of the existing concrete curb, 77.43 feet; thence S0°19'00"E, 33.18 feet; thence S89°41'00"W, 217.71 feet to the Easterly Right-of-Way of the minor collector street (Dettro Drive); thence N8°27'31"W, along the East Right-of-Way of the minor collector street (Dettro Drive), 10.10 feet to the point of beginning, situated in Lafayette Township, Coles County, Illinois.

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 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.

**QUIT CLAIM DEED**

GRANTOR, **CITY OF MATTOON**, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State where the following real estate is located, in consideration of Ten Dollars, in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Conveys and Quit Claims to **100 DETTRO DRIVE MATTOON, LLC.**, all interest in the following described property:

LOT SIXTY-FIVE (65) IN LAKE PARADISE SUBDIVISION, COLES COUNTY, ILLINOIS.

Subject to all covenants, restrictions, easements and reservations shown of record or apparent from an inspection of the premises.

In witness whereof the City of Mattoon has caused its name to be signed hereto and its corporate seal to be affixed by its Mayor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

The City of Mattoon

[SEAL]

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

Attest

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

STATE OF ILLINOIS        )  
  )  
COUNTY OF COLES        )        SS

I, the undersigned, a notary public in and for said County, in the State of Illinois, do hereby certify that Charles E. White, known to me to be the Mayor of the City of Mattoon, a municipal corporation, and also known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Mayor he signed, sealed and delivered said Quit Claim Deed as the voluntary act of the City of Mattoon, for the uses and purposes set fourth in it, and that he was duly authorized to execute the Quit Claim Deed by the City Council.

Witness my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

This deed exempt pursuant 35 ILCS 200/31-45(b) \_\_\_\_\_

This Deed Prepared By:

J. Preston Owen  
City Attorney & Treasurer  
City of Mattoon  
208 North 19<sup>th</sup> Street  
Mattoon, Illinois 61938

**TITLE NOT EXAMINED**

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2007-1204**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY FOR USE AS PARKING FACILITIES AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN ALL DOCUMENTS NECESSARY FOR THE PURCHASE**

**WHEREAS**, The City has been working closely with the Mattoon Area Family YMCA to determine the best way of assisting the YMCA in reaching their goal of expanding and upgrading the YMCA's facilities while keeping the YMCA in the same location within the Mattoon City limits; and

**WHEREAS**, one of the main needs of the YMCA is for parking facilities off the property the YMCA currently leases from the City; and

**WHEREAS**, the City Attorney has negotiated a contract with D & D Properties for the purchase of land near the YMCA to be used for the construction of parking facilities; and

**WHEREAS**, the terms of said contract are that the City will pay \$60,000.00 for one-half of an acre of land located at the corner of 15<sup>th</sup> Street and Richmond Avenue in Mattoon and the approximately 10,000 sq. ft. building located on that land; and

**WHEREAS**, D & D Properties has signed the contract, which is attached to this Special Ordinance and incorporated by this reference; and

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

**Section 1.** The Mayor and City Clerk are authorized to sign the contract with D & D Properties and any documents necessary to close the purchase of the real estate described in Section 2 of this ordinance.

**Section 2.** The real estate to be conveyed pursuant to this ordinance is legally described as:

TRACT I:

LOTS ONE (1) AND TWO (2) IN BLOCK ONE HUNDRED NINE (109) IN THE ORIGINAL TOWN, NOW CITY OF MATTOON, COLES COUNTY, ILLINOIS.

TRACT II:

BEGINNING AT A POINT IN THE WEST LINE OF FIFTEENTH (15<sup>TH</sup>) STREET IN THE CITY OF MATTOON, COLES COUNTY, ILLINOIS THAT IS DISTANT NORTHERLY 32.7 FEET AS MEASURED AT RIGHT ANGLES FROM

THE CENTER LINE OF THE PRESENT EASTBOUND MAIN TRACK OF THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY, THENCE MEASURE WESTERLY ALONG A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 32.7 FEET AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID MAIN TRACK A DISTANCE OF 100 FEET TO A POINT, THENCE MEASURE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF FIFTEENTH (15<sup>TH</sup>) STREET A DISTANCE OF 105 FEET TO A POINT, THENCE MEASURE EASTERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK A DISTANCE OF 100 FEET TO A POINT, THENCE MEASURE SOUTHERLY ALONG THE WESTERLY LINE OF FIFTEENTH (15<sup>TH</sup>) STREET A DISTANCE OF 105 FEET TO THE POINT OF BEGINNING, SAID PREMISES BEING A PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION THIRTEEN (13), TOWNSHIP TWELVE (12) NORTH, RANGE SEVEN (7) EAST OF THE THIRD PRINCIPAL MERIDIAN, COLES COUNTY, ILLINOIS.

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 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**

**SPECIAL ORDINANCE NO. 2007-1205**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY FOR USE AS PARKING FACILITIES AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN ALL DOCUMENTS NECESSARY FOR THE PURCHASE**

**WHEREAS**, The City has been working closely with the Mattoon Area Family YMCA to determine the best way of assisting the YMCA in reaching their goal of expanding and upgrading the YMCA's facilities while keeping the YMCA in the same location within the Mattoon City limits; and

**WHEREAS**, one of the main needs of the YMCA is for parking facilities off the property the YMCA currently leases from the City; and

**WHEREAS**, the City Attorney has negotiated a contract with Gene Bauer for the purchase of land near the YMCA to be used for the construction of parking facilities; and

**WHEREAS**, the terms of said contract are that the City will pay \$60,000.00 for three-quarters of an acre of land located east of the YMCA between 15<sup>th</sup> Street and 16<sup>th</sup> Street in Mattoon; and

**WHEREAS**, Gene Bauer Properties has signed the contract, which is attached to this Special Ordinance and incorporated by this reference; and

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

**Section 1.** The Mayor and City Clerk are authorized to sign the contract with Gene Bauer and any documents necessary to close the purchase of the real estate described in Section 2 of this ordinance.

**Section 2.** The real estate to be conveyed pursuant to this ordinance is legally described as:

Tract #1

Commencing at the Southwest corner of Lot Six (6) in Block One Hundred Nine (109) of the Original Town, now City of Mattoon; thence Southerly along the East right of way line of Sixteenth (16<sup>th</sup>) Street a distance of 52.35 feet to the place of beginning; thence continuing Southerly along the East right of way line of Sixteenth (16<sup>th</sup>) Street a distance of 51.83 feet; thence deflecting 105 degrees 16 minutes 00 seconds to the left a distance

of 210.00 feet parallel with and 50 feet north of the centerline of the Eastbound Conrail track; thence deflecting 90 degrees 00 minutes and 00 seconds to the left a distance of 50.00 feet; thence deflecting 90 degrees 00 minutes 00 seconds to the left a distance of 196.35 feet to the place of beginning; situated in Coles County, Illinois.

Tract #2

A part of a strip of land running generally from East to West heretofore used as a railroad right-of-way, first acquired and used as such by the Terre Haute and Alton Railroad Company, thereafter by the Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, and last so owned and used by Consolidated Rail Corporation as a portion of its Davis-Lennox Main Line, identified as Line Code 8405 in the records of the United States Railway Association, generally described as: The North nine (9) feet of the West two hundred ten (210) feet of that portion of said railroad right-of-way lying between North 15<sup>th</sup> Street and North 16<sup>th</sup> Street in the City of Mattoon; and more particularly described as a strip of land nine (9) feet in width beginning on the West at the East right-of-way line of Sixteenth (16<sup>th</sup>) Street and running in a Northeasterly direction parallel to, of even length with, and immediately adjacent to the South of a line 210 feet in length described as follows: Commencing at the Southwest corner of Lot Six (6) in Block One Hundred Nine (109) of the original town of Mattoon; thence Southerly along the East right-of-way line of Sixteenth (16<sup>th</sup>) Street a distance of 104.18 feet to the point of beginning; thence deflecting 105 degrees 16 minutes 00 seconds to the left a distance of 210 feet parallel with and fifty feet North of the center line of the abandoned Eastbound Conrail track; situated in the City of Mattoon, Coles County, Illinois.

Tract #3 - Railroad Property

A part of a strip of land running generally from East to West heretofore used as a railroad right-of-way, first acquired and used as such by the Terre Haute and Alton Railroad Company, thereafter by the Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, and last so owned and used by Consolidated Rail Corporation as a portion of its Davis-Lennox Main Line, identified as Line Code 8405 in the records of the United States Railway Association, described as: that portion of said railroad right-of-way lying between North 15<sup>th</sup> Street and North 16<sup>th</sup> Street in the City of Mattoon, Illinois, except the North nine (9) feet of the West two hundred ten (210) feet thereof; situated in the City of Mattoon, Coles County, Illinois.

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 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.