

CITY OF MATTOON, ILLINOIS
CITY COUNCIL AGENDA
November 16, 2010
6:30 P.M.

6:30 PM BUSINESS MEETING

Pledge of Allegiance

Roll Call

Electronic Attendance

CONSENT AGENDA:

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

Minutes of the Special meeting October 30 and Regular meeting November 2, 2010

Fire department report and Finance report for the month of October, 2010

Bills and payroll for the first half of November, 2010

PRESENTATIONS, PETITIONS AND COMMUNICATIONS

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

- **Public comments/presentations and non-agenda items**
- **Presentation: Doug Brown – Department of National Resources – regarding the coyote issue**

UNFINISHED BUSINESS:

1. Motion – Remove from the table Special Ordinance 2010-1406.

2. Motion – Adopt Special Ordinance 2010-1406: Approving a variance from parking requirements in the zoning ordinance at 2916 Marshall Avenue. (United Graphics)

Midwest Property Management, LLC, PMC Property Management, LLC, and First Trust & Savings Bank – Applicants. (Gover)

NEW BUSINESS:

1. Motion – Approve Council Decision Request 2010-1162: Approving Change Order No. 1 in the amount of \$15,700 for the removal of unsuitable material and placement of rock subbase for the YMCA Parking Lot. (Rankin)

2. Motion – Adopt Special Ordinance 2010-1410: Authorizing the sale of Lot 67 in Lake Paradise Subdivision to Dolores Brumleve, current owner of a home on leased premises at Lot 67, Lake Paradise Subdivision, and authorizing the Acting Mayor to sign all documents necessary to complete the transaction. (Commonly known as 2153 Primrose Lane) (Rankin)

3. Motion – Adopt Special Ordinance 2010-1411: Authorizing the sale of Lots 16 & 17 in Lake Paradise Subdivision to Judy Titko, current owner of a home on leased premises at Lots 16 & 17, Lake Paradise Subdivision, and authorizing the Acting Mayor to sign all documents necessary to complete the transaction. (Commonly known as 3361 Pana Lane) (Rankin)

4. Motion – Adopt Special Ordinance 2010-1412: Ratifying the employment agreement with Brandon Burkybile for the Assistant Public Works Superintendent position. (Ervin)

5. Motion – Approve Council Decision Request 2010-1163: Approving the South Side Drainage Project’s Construction schedule and inspection plan, Agreement to provide “as built” plans upon completion, Permanent Easement authorization statement, a revised Emergency Action Plan and an updated Operation & Maintenance Plan. (Ervin)

6. Motion – Adopt Special Ordinance 2010-1413: Authorizing the granting of a permanent easement to the Illinois Department of Natural Resources for part of the property to be used for the South Side Drainage Project. (Rankin)

7. Motion – Adopt Resolution 2010-2819: Establishing a Deferred Compensation Plan (IAFF-FC) to be administered by Nationwide Retirement Solutions. (Gover)

8. Motion – Adopt Special Ordinance 2010-1414: Granting a rezoning of 2100-2120 Western Avenue and 2101-2121 Prairie Avenue from Residential (R) to C-3 Service Commercial. (Community Unit #2 School District and Commercial Refrigeration, Applicants) (Rankin)

9. Motion – Adopt Special Ordinance 2010-1415: Approving a variance to allow the overnight stay of domestic animals accustomed to the use of a pet store located on real estate known as Mattoon MarketPlace. (Gover)

10. Motion – Approve Council Decision Request 2010-1164: Approving a salary range and to seek external recruitment for an Information Technology Assistant, due to the resignation of Hans Warner. (Gover)

11. Motion – Adopt Resolution 2010-2820: Authorizing an \$8,000 maximum agreement with the Coles County Regional Planning & Development Commission for Technical

Assistance for services to be rendered from December 1, 2010 to November 30, 2011 on a time and expense basis and authorizing the Acting Mayor to sign all documents. (Gover)

12. Motion – Adopt Resolution 2010-2821: Authorizing a \$2,100 agreement with the Coles County Regional Planning & Development Commission for administration of the Mattoon Revolving Loan Fund for services to be rendered from December 1, 2010 to November 30, 2011 on a time and expense basis and authorizing the Acting Mayor to sign all documents. (Gover)

COMMUNICATIONS - COUNCIL AND CITY STAFF

DEPARTMENT REPORTS:

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

COMMENTS BY THE COUNCIL

Adjourn

UNAPPROVED MINUTES:

October 30, 2010 (Special)

The City Council of the City of Mattoon held a special meeting at the LifeSpan Center located at 11021 E County Road 800 N, Charleston on October 30, 2010.

Acting Mayor Gover called the meeting to order at 9:01 p.m.

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

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

Council and City Staff discussed strategic planning for the City of Mattoon to determine issues which required addressing. Attendees discussed successes and challenges affecting the City. In depth discussion was held regarding policies of Fleet management, Community Pride/Appearance, [Break 10:18 a.m. – 10:30 a.m.] Departmental Basic Needs, Infrastructure, Financing, and Economic Development/Tourism [Break 11:48 a.m. – 12:10 p.m.]. Council determined their priorities with an overall focus on Financing. Management determined their strategies to complete the priorities. Final discussion consisted of closing comments, garment factory roof collapse issues, and Lightworks personnel.

Commissioner Hall seconded by Commissioner Ervin moved to adjourn at 12:36 p.m.

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

/s/Susan J. O'Brien
City Clerk

November 2, 2010 (Regular)

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on November 2, 2010.

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

Acting Mayor Gover led the Pledge of Allegiance.

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

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

Commissioner Hall seconded by Commissioner Rankin moved to approve the consent agenda consisting of minutes of the regular meeting October 19, 2010; bills and payroll for the last half of October, 2010.

Bills and Payroll for the last half of October 2010

	<u>General Fund</u>		
Payroll		\$	233,891.94
Bills		\$	<u>52,432.83</u>
	Total	\$	286,324.77
	<u>Hotel Tax Fund</u>		
Payroll		\$	1,666.65
Bills		\$	<u>1,495.10</u>
	Total	\$	3,161.75
	<u>Festival Management</u>		
Bills		\$	<u>330.00</u>
	Total	\$	330.00
	<u>Insurance & Tort Judgment</u>		
Bills		\$	<u>1,663.55</u>
	Total	\$	1,663.55
	<u>Midtown TIF District</u>		
Bills		\$	<u>5,200.00</u>
	Total	\$	5,200.00
	<u>Broadway East TIF District</u>		
Bills		\$	<u>99,156.25</u>
	Total	\$	99,156.25
	<u>So Rt 45 TIF District</u>		
Bills		\$	<u>75,253.45</u>
	Total	\$	75,253.45
	<u>Capital Project</u>		
Bills		\$	<u>63,137.59</u>
	Total	\$	63,137.86
	<u>Water Fund</u>		
Payroll		\$	25,792.29
Bills		\$	<u>25,411.20</u>
	Total	\$	51,203.49
	<u>Sewer Fund</u>		
Payroll		\$	32,239.74
Bills		\$	<u>26,773.09</u>
	Total	\$	59,012.83
	<u>Motor Fuel Tax Fund</u>		
Bills		\$	<u>4,056.16</u>
	Total	\$	4,056.16
	<u>Health Insurance</u>		
Bills		\$	<u>128,212.74</u>
	Total	\$	128,212.74

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

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

PUBLIC COMMENTS/PRESENTATION AND NON-AGENDA ITEMS:

Mr. Michael Beavers represented a group of concerned citizens regarding coyotes living in the drudge ditch near the Middle School and Broadway Christian Church. Council discussed the situation. Commissioner Ervin was to contact Mr. Ron Boeser, a trapper.

Mr. Harold Shores voiced to the Council concerns of additional potential drainage issues in the 1600 block of Broadway due to the YMCA Parking Lot expansion project. Administrator McLaughlin and Commissioner Rankin addressed the issue with Acting Mayor Gover suspending further discussion until after the meeting.

Mr. Terry Kroening, owner of Downtown Diner located at 1626 Broadway, addressed the Council by requesting repairs to sidewalks and curbing in front of his business; and to re-mark the three parking places now that there were stop signs at the corner of 17th Street and Broadway. Chief Branson and Commissioner Rankin discussed the issue with Mr. Kroening. Chief Branson was to review the area and respond to Mr. Kroening.

PRESENTATIONS:

Mr. Brian Daniell of West & Company, LLC, presented the FY09/10 Audit and reviewed the General Fund's revenues and expenditures, MFT Funds, Hotel/Motel Tax Fund, Festival Management Fund, Capital Improvement Project Fund, HOME Rehab, RLF, I-57 East TIF, SR 45 Business District, Midtown TIF, I-57 East Business District, Broadway East TIF District and Business District, and SR 45 TIF; summary of all government funds; and proprietary funds. Mr. Daniell further noted the actuary unreported health insurance obligation was \$26 million dollars amortized over a 30 year basis, and a pension obligation of \$60 million. Attendees discussed pension reform.

NEW BUSINESS:

Commissioner Rankin seconded by Commissioner Ervin moved to adopt Substitute Ordinance 2010-5311, approving amendments to the Enterprise Zone territory.

**CITY OF MATTOON, ILLINOIS
ORDINANCE NO. 2010-5311 (SUBSTITUTE)**

**ORDINANCE AMENDMENT TO ADD TERRITORY
TO ENTERPRISE ZONE**

WHEREAS, on December 14, 1989, the City of Mattoon, Illinois (hereinafter "City"), passed and adopted an Ordinance entitled: "AN ORDINANCE ESTABLISHING THE COLES TOGETHER ENTERPRISE ZONE WITHIN THE CITY OF MATTOON, ILLINOIS" (hereinafter "Ordinance"); which Ordinance has been amended from time to time, and

WHEREAS, the City desires to amend the Ordinance to add thereto and include therein certain additional territory;

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

Section 1: That said Ordinance is hereby amended by adding to the end of the "Mattoon (LAFAYETTE Township) Legal Descriptions" Section of Exhibit A of said Ordinance the following: **Also:**

"Starting at the SE Corner of Section 34, Township 13 North, Range 7 East"

**Heading 0 degrees 9 minutes 53 seconds a distance of 1679.767 feet.
Then heading 246 degrees 19 minutes 27 seconds a distance of 65.569 feet.
Then heading 254 degrees 53 minutes 58 seconds a distance of 79.764 feet.
Then heading 250 degrees 10 minutes 2 seconds a distance of 111.738 feet.
Then heading 244 degrees 40 minutes 19 seconds a distance of 125.759 feet.
Then heading 240 degrees 41 minutes 57 seconds a distance of 172.396 feet.
Then heading 225 degrees 55 minutes 33 seconds a distance of 105.479 feet.
Then heading 200 degrees 13 minutes 15 seconds a distance of 74.267 feet.
Then heading 202 degrees 18 minutes 4 seconds a distance of 51.545 feet.
Then heading 200 degrees 55 minutes 9 seconds a distance of 44.504 feet.
Then heading 189 degrees 51 minutes 42 seconds a distance of 28.552 feet.
Then heading 216 degrees 27 minutes 0 seconds a distance of 34.959 feet.
Then heading 237 degrees 5 minutes 11 seconds a distance of 24.753 feet.
Then heading 267 degrees 7 minutes 40 seconds a distance of 36.126 feet.
Then heading 298 degrees 18 minutes 54 seconds a distance of 15.960 feet.
Then heading 275 degrees 36 minutes 58 seconds a distance of 33.109 feet.
Then heading 268 degrees 7 minutes 23 seconds a distance of 32.977 feet.
Then heading 261 degrees 18 minutes 3 seconds a distance of 53.556 feet.
Then heading 263 degrees 53 minutes 51 seconds a distance of 55.967 feet.
Then heading 230 degrees 4 minutes 43 seconds a distance of 38.739 feet.
Then heading 198 degrees 36 minutes 13 seconds a distance of 55.890 feet.
Then heading 201 degrees 19 minutes 28 seconds a distance of 60.910 feet.
Then heading 236 degrees 8 minutes 48 seconds a distance of 57.245 feet.
Then heading 257 degrees 43 minutes 44 seconds a distance of 50.862 feet.
Then heading 274 degrees 12 minutes 42 seconds a distance of 51.469 feet.
Then heading 293 degrees 6 minutes 28 seconds a distance of 34.857 feet.
Then heading 300 degrees 28 minutes 22 seconds a distance of 36.815 feet.
Then heading 303 degrees 19 minutes 4 seconds a distance of 37.959 feet.
Then heading 294 degrees 5 minutes 1 seconds a distance of 48.031 feet.
Then heading 280 degrees 45 minutes 55 seconds a distance of 24.949 feet.
Then heading 279 degrees 42 minutes 30 seconds a distance of 20.280 feet.
Then heading 0 degrees 24 minutes 5 seconds a distance of 3049.264 feet.
Then heading 0 degrees 41 minutes 37 seconds a distance of 566.787 feet.
Then heading 270 degrees 0 minutes 0 seconds a distance of 38.088 feet.
Then heading 0 degrees 9 minutes 39 seconds a distance of 713.684 feet.
Then heading 219 degrees 19 minutes 19 seconds a distance of 102.751 feet.
Then heading 179 degrees 41 minutes 23 seconds a distance of 45.274 feet.
Then heading 181 degrees 7 minutes 26 seconds a distance of 42.530 feet.
Then heading 184 degrees 21 minutes 8 seconds a distance of 42.530 feet.
Then heading 187 degrees 34 minutes 48 seconds a distance of 42.530 feet.
Then heading 190 degrees 48 minutes 28 seconds a distance of 42.530 feet.
Then heading 194 degrees 2 minutes 10 seconds a distance of 42.530 feet.
Then heading 197 degrees 15 minutes 49 seconds a distance of 42.530 feet.
Then heading 200 degrees 29 minutes 31 seconds a distance of 42.530 feet.
Then heading 203 degrees 43 minutes 12 seconds a distance of 42.530 feet.
Then heading 206 degrees 56 minutes 52 seconds a distance of 42.530 feet.
Then heading 210 degrees 10 minutes 32 seconds a distance of 42.530 feet.
Then heading 213 degrees 24 minutes 15 seconds a distance of 42.530 feet.**

Then heading 216 degrees 37minutes 53 seconds a distance of 42.530 feet.
Then heading 219 degrees 51 minutes 34 seconds a distance of 42.530 feet.
Then heading 223 degrees 5 minutes 16 seconds a distance of 42.530 feet.
Then heading 226 degrees 18 minutes 56 seconds a distance of 42.530 feet.
Then heading 229 degrees 32 minutes 38 seconds a distance of 42.530 feet.
Then heading 232 degrees 46 minutes 16 seconds a distance of 42.530 feet.
Then heading 235 degrees 59 minutes 57 seconds a distance of 42.530 feet.
Then heading 239 degrees 13 minutes 38 seconds a distance of 42.530 feet.
Then heading 240 degrees 46 minutes 49 seconds a distance of 60.519 feet.
Then heading 256 degrees 12 minutes 14 seconds a distance of 206.584 feet.
Then heading 240 degrees 46 minutes 49 seconds a distance of 66.636 feet.
Then heading 239 degrees 38 minutes 48 seconds a distance of 31.405 feet.
Then heading 237 degrees 23 minutes 50 seconds a distance of 31.405 feet.
Then heading 181 degrees 31 minutes 6 seconds a distance of 1684.776 feet.
Then heading 179 degrees 58 minutes 22 seconds a distance of 715.180 feet.
Then heading 179 degrees 58 minutes 23 seconds a distance of 681.780 feet.
Then heading 90 degrees 38 minutes 50 seconds a distance of 654.302 feet.
Then heading 180 degrees 14 minutes 55 seconds a distance of 138.351 feet.
Then heading 180 degrees 14 minutes 54 seconds a distance of 1169.251 feet.
Then heading 180 degrees 14 minutes 54 seconds a distance of 33.001feet.
Then heading 90 degrees 10 minutes 39 seconds a distance of 642.023 feet.
Then heading 179 degrees 50 minutes 38 seconds a distance of 33.000 feet.
Then heading 179 degrees 51minutes7seconds a distance of 1299.704 feet.
Then heading 179 degrees 51minutes17seconds a distance of 1356.834 feet.
Then heading 88 degrees 44 minutes 57 seconds a distance of 60.014 feet.
Then heading 359 degrees 51 minutes 17 seconds a distance of 1300.964 feet.
Then heading 359 degrees 51 minutes 6 seconds a distance of 239.541 feet.
Then heading 359 degrees 51 minutes 11 seconds a distance of 179.630 feet.
Then heading 359 degrees 59 minutes 57 seconds a distance of 505.886 feet.
Then heading 6 degrees 15 minutes 17 seconds a distance of 35.030 feet.
Then heading 10 degrees 31 minutes 25 seconds a distance of 35.030 feet.
Then heading 14 degrees 47 minutes 34 seconds a distance of 35.030 feet.
Then heading 19 degrees 3 minutes 43 seconds a distance of 35.030 feet.
Then heading 23 degrees 19 minutes 51 seconds a distance of 35.030 feet.
Then heading 27 degrees 35 minutes 59 seconds a distance of 35.029 feet.
Then heading 31 degrees 52 minutes 7 seconds a distance of 35.030 feet.
Then heading 36 degrees 8 minutes 14 seconds a distance of 35.030 feet.
Then heading 40 degrees 24 minutes 25 seconds a distance of 35.030 feet.
Then heading 44 degrees 40 minutes 31 seconds a distance of 35.030 feet.
Then heading 48 degrees 56 minutes 39 seconds a distance of 35.030 feet.
Then heading 53 degrees 12 minutes 50 seconds a distance of 35.030 feet.
Then heading 57 degrees 28 minutes 55 seconds a distance of 35.029 feet.
Then heading 61 degrees 45 minutes 4 seconds a distance of 35.030 feet.
Then heading 66 degrees 1 minutes 13 seconds a distance of 35.030 feet.
Then heading 70 degrees 17 minutes 21 seconds a distance of 35.030 feet.
Then heading 74 degrees 33 minutes 28 seconds a distance of 35.029 feet.
Then heading 78 degrees 49 minutes 39 seconds a distance of 35.030 feet.
Then heading 83 degrees 5 minutes 46 seconds a distance of 35.029 feet.
Then heading 87 degrees 21 minutes 54 seconds a distance of 35.030 feet.
Then heading 89 degrees 29 minutes 57 seconds a distance of 816.973 feet.
Then heading 0 degrees 6 minutes 54 seconds a distance of 30.000 feet.

Returning to the starting point. Said addition being 174.68 Acres.

Section 2: That said Ordinance is hereby amended by deleting from the "Mattoon (MATTOON Township) Legal Descriptions" Section of Exhibit A of said Ordinance the following:

"Starting at the SE Corner of Section 7, Township 12 North, Range 8 East"

**Heading 0 degrees 6 minutes 8 seconds a distance of 39.350 feet.
Then heading 359 degrees 58 minutes 30 seconds a distance of 208.250 feet.
Then heading 359 degrees 58 minutes 31 seconds a distance of 138.900 feet.
Then heading 359 degrees 58 minutes 31 seconds a distance of 92.740 feet.
Then heading 359 degrees 58 minutes 32 seconds a distance of 2194.070 feet.
Then heading 359 degrees 58 minutes 32 seconds a distance of 2423.090 feet.
Then heading 269 degrees 7 minutes 42 seconds a distance of 1755.907 feet.
Then heading 200 degrees 5 minutes 58 seconds a distance of 2544.176 feet.
Then heading 200 degrees 5 minutes 28 seconds a distance of 48.033 feet.
Then heading 89 degrees 10 minutes 45 seconds a distance of 337.835 feet.
Then heading 89 degrees 10 minutes 47 seconds a distance of 140.374 feet.
Then heading 180 degrees 10 minutes 34 seconds a distance of 3593.847 feet.
Then heading 90 degrees 4 minutes 49 seconds a distance of 4729.195 feet.
Then heading 359 degrees 47 minutes 6 seconds a distance of 1078.060 feet.
Then heading 267 degrees 18 minutes 12 seconds a distance of 2546.485 feet.
Returning to the starting point. Said deletion being 362.17 acres.**

Section 3: That except as amended herein, the provisions of said Ordinance as first provided for and all amendments thereto shall be and remain in full force and effect and shall apply to the premises herein described, including authorizing and directing the County Clerk to abate of that portion of its taxes on real property within the enterprise zone provided, however, that no such abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Financing Redevelopment Project District.

Section 4: That the Mayor of the City of Mattoon, Illinois shall have and is hereby given authority to execute an Enterprise Zone Amended Intergovernmental Agreement between the Cities of Charleston, Mattoon and Oakland, Illinois and the County of Coles to add thereto and include therein the real estate described herein, which Agreement is attached hereto, marked Exhibit B and made a part hereof.

Upon motion by Commissioner Rankin, seconded by Commissioner Ervin, adopted this 2nd day of November, 2010, by a roll call vote, as follows:

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

Approved this 2nd day of November, 2010.

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

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien

/s/ J. Preston Owen

Recorded in the Municipality's Records on November 3rd, 2010.

Acting Mayor Gover opened the floor for discussion. Mr. Doug McDermand of Coles County Regional Planning and Development Commission reviewed the legal description, joint enterprise zone and deletions of residential districts for business expansions.

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

Acting Mayor Gover seconded by Commissioner Ervin moved to adopt Special Ordinance 2010-1405, approving a special use for an agricultural building on Old State Road. William Rasmussen, Jr. – Petitioner

**CITY OF MATTOON, ILLINOIS
SPECIAL ORDINANCE NO. 2010-1405**

**AN ORDINANCE GRANTING A SPECIAL USE FOR THE CONSTRUCTION OF AN
AGRICULTURE POST FRAME BUILDING WITHIN THE MILE AND ONE HALF JURISDICTION
OF THE CITY OF MATTOON.**

WHEREAS, Bill Rasmussen, Jr., owner of the following described property:

Part of the west one-half of the west one-half of sections 20 township 12 north, range 8 east, containing more or less 108.3 acres. Book 488, Page 309.

Commonly known as 7167 Old State Road

has filed a petition with the City Clerks Office of the City of Mattoon, requesting that said premises to be granted a special use for the lawful right to construct an agriculture post frame building for farming purposes, located across from Brian Drive North of Old State Road; and

WHEREAS, said premises is zoned RS, Rural Suburban District which does not allow agriculture uses unless a special use is granted; and

WHEREAS, the property is well suited for the construction of an agriculture post frame construction building; and

WHEREAS, the Planning Commission held a public hearing for the City of Mattoon, Coles County, Illinois, and has recommended that the requested special use permit 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 a special use permit to allow the construction of an agriculture post frame building for farming purposes, located across from Brian Drive, North of Old State Road.

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 special use permit for lawful right to

construct an agriculture post frame building for farming purposes.

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 Acting Mayor Gover, seconded by Commissioner Ervin, adopted this 2nd day of November, 2010, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Hall
Commissioner Rankin, Acting Mayor Gover

NAYS (Names): None

ABSENT (Names): None

Approved this 2nd day of November, 2010.

/s/ Timothy D. Gover
Timothy D. Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on November 3rd, 2010.

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

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

Acting Mayor Gover seconded by Commissioner Hall moved to adopt Special Ordinance 2010-1406, approving a variance from parking requirements in the zoning ordinance at 2916 Marshall Avenue. (United Graphics) Midwest Property Management, LLC, PMC Property Management, LLC, and First Trust & Savings Bank –Applicants.

Acting Mayor Gover opened the floor for discussion. Commissioner Rankin and Coordinator Gill discussed the request for variance. United Graphics representatives were to be requested to attend the next Council meeting for clarification on the variance request.

Commissioner Rankin seconded by Commissioner Hall moved to table Special Ordinance 2010-1406.

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

Commissioner Rankin seconded by Commissioner Ervin moved to adopt Special Ordinance 2010-1407, approving the final plat of Coles Centre Subdivision B First Addition, City of Mattoon, Coles County, Illinois.

**CITY OF MATTOON, ILLINOIS
SPECIAL ORDINANCE NO. 2010-1407**

**AN ORDINANCE APPROVING THE FINAL SUBDIVISION PLAT OF
COLES CENTRE SUBDIVISION B FIRST ADDITION**

WHEREAS, Coles Centre L.L.C. as owner and Agracel Inc. as Managing Member of the following described property:

A PART OF OUTLOT A OF COLES CENTRE SUBDIVISION, REFERENCE MADE TO BOOK 5, PAGE 229, IN THE COLES COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER, OF SECTION 16, TOWNSHIP 12 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COLES COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT A, BEING AN IRON PIN;

THENCE, S 00° 00' 24" W, ALL BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE DATUM OF 1983, ALONG THE EAST LINE OF SAID OUTLOT A, A DISTANCE OF 163.05 FEET, TO AN IRON PIN;

THENCE, N 89° 59' 36" W, A DISTANCE OF 369.27 FEET TO AN IRON PIN;

THENCE, NORTHERLY TO THE NORTH LINE OF SAID OUTLOT A, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 345.00 FEET, AN ARC LENGTH OF 189.94 FEET, A CHORD DIRECTION OF N 18° 19' 12" E, A CHORD LENGTH OF 187.55 FEET, TO AN IRON PIN;

THENCE, N 45° 23' 44" E, ALONG THE NORTH LINE OF SAID OUTLOT A, A DISTANCE OF 35.59 FEET, TO AN IRON PIN;

THENCE, S 89° 59' 36" E, ALONG THE NORTH LINE OF SAID OUTLOT A, A DISTANCE OF 245.00 FEET TO AN IRON PIN;

THENCE, S 44° 59' 36" E, ALONG THE NORTH LINE OF SAID OUTLOT A, A DISTANCE OF 56.57 FEET, TO THE POINT OF BEGINNING AND CONTAINING 1.50 ACRES, MORE OR LESS.

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

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

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

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

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

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

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

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

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

Upon motion by Commissioner Rankin, seconded by Commissioner Ervin, adopted this 2nd day of November, 2010, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Hall
Commissioner Rankin, Acting Mayor Gover

NAYS (Names): None

ABSENT (Names): None

Approved this 2nd day of November, 2010.

/s/ Timothy D. Gover
Timothy D. Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality’s Records on November 3rd, 2010.

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

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

Commissioner Ervin seconded by Commissioner Hall moved to adopt Special Ordinance 2010-1408, declaring the Public Works Bucket Truck surplus and authorizing the sale by the most advantageous means.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE: 2010-1408

A SPECIAL ORDINANCE DECLARING THE PUBLIC WORKS BUCKET TRUCK SURPLUS AND AUTHORIZING THE DISPOSAL BY THE PUBLIC WORKS SUPERINTENDENT

WHEREAS, the City of Mattoon currently owns a bucket truck that is surplus to the needs of the Public Works Department.

WHEREAS, the Public Works Superintendent recommends this used vehicle be declared as surplus due to high mileage and increasing mechanical problems.

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

Section 1. One 1990 GMC Top Kick bucket truck (Vin #: 1GDL7H1P5LJ603796) is hereby declared surplus to the needs of the City of Mattoon.

Section 2. The Public Works Superintendent is hereby authorized to administratively sell, recycle, or otherwise destroy the property without further formal consideration or approval by the City Council.

Section 3. The City of Mattoon, Illinois does not express any warranty or imply any statement of condition in regard to this equipment.

Section 4. The Mayor and City Clerk are authorized and directed to execute any documents necessary to affect the disposal of the property.

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

Section 6. This ordinance shall be effective upon its approval as provided by law.

Upon motion by Commissioner Ervin, seconded by Commissioner Hall, adopted this 2nd day of November, 2010, by a roll call vote, as follows:

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

Approved this 2nd day of November, 2010.

/s/ Timothy D. Gover
Timothy D. Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on November 3rd, 2010.

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

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

Commissioner Rankin seconded by Commissioner Hall moved to adopt Special Ordinance 2010-1409, declaring certain real estate (.527 acres) as surplus, and authorizing the sale of Lake Paradise property to Michael & Carol Fuller.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1409

A SPECIAL ORDINANCE DECLARING THAT A LOT IN LAKE PARADISE SUBDIVISION IS NO LONGER NECESSARY OR REQUIRED FOR USE OF THE MUNICIPALITY AND AUTHORIZING THE MANAGEMENT STAFF TO NEGOTIATE A SALE OF THE LOT

WHEREAS, in the early 1900's the City of Mattoon purchased Lake Paradise and large parcels of land surrounding it for use in its water system; and

WHEREAS, after the purchase of Lake Paradise the City of Mattoon maintained ownership over the property surrounding the lake and since that time has sold portions of that land to individuals to be used for residential purposes; and

WHEREAS, the lot described below is immediately adjacent to a property that has been sold to Michael and Carol Fuller; and

WHEREAS, Michael and Carol Fuller have maintained the property for more than 40 years and agree to continue maintenance of the property in excess of the value of the lot, as well as \$1,500, in exchange for the ownership of the lot; and

WHEREAS, the property has been subdivided by the City of Mattoon and the Plat has recorded with the Coles County Clerk & Recorder.

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

Section 1. Pursuant to procedures prescribed by state statute (65 ILCS 5/11-76-4.1), a finding is hereby made by the City Council that the following described real estate at Lake Paradise is no longer necessary or required for the use of the municipality.

A part of the NE ¼, Sec. 8, T11N, R7E, 3rd PM, all situated in Paradise Township, Coles County, Illinois.

Section 2. The real estate described in this special ordinance is in Paradise Township, unincorporated territory of Coles County, where no zoning has been established. Prior to sale the fair market value will be determined by a written appraisal prepared by a licensed real estate appraiser that will be available for public inspection.

Section 3. The management staff of the municipality is hereby authorized to negotiate for a contract proposal to sell said real estate. Any such contract negotiated shall be subject to ratification by the City Council.

Section 4. The City Clerk is directed to publish a copy of this resolution at the first opportunity following its adoption and approval by the City Council.

Upon motion by Commissioner Rankin, seconded by Commissioner Hall, adopted this 2nd day of November, 2010, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Hall
Commissioner Rankin, Acting Mayor Gover

NAYS (Names): None

ABSENT (Names): None

Approved this 2nd day of November, 2010.

/s/ Timothy D. Gover
Timothy D. Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on November 3rd, 2010.

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

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

Acting Mayor Gover seconded by Commissioner Rankin moved to approve Council Decision Request 2010-1159, approving the employment of replacement officer Ryan Koop in the Mattoon Police Department, effective November 10, 2010, due to Capt. Stephen Pollum's upcoming retirement.

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

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

Commissioner Hall seconded by Commissioner Ervin moved to approve Council Decision Request 2010-1160, approving a \$4,500 grant by the Tourism Advisory Committee from hotel/motel tax funds to the Lake Mattoon Sailing Association for hosting the 2011 Y Flyer National Championships Regatta on June 20-24, 2011.

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

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

Commissioner Ervin seconded by Commissioner Rankin moved to approve Council Decision Request 2010-1161, approving a purchase of up to \$65,000 for a replacement bucket truck.

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

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

COMMUNICATIONS - COUNCIL AND CITY STAFF

DEPARTMENT REPORTS:

CITY ADMINISTRATOR – updated the Council on the Garment Factory condemnation; City storage issues; underground septic tank structures in the YMCA Parking Lot; advertisement of the Public Works Director position; and attendance at a meeting with Champaign County managers.

ATTORNEY & TREASURER – notified of completion of the audit; and beginning of TIF Annual Reports.

CITY CLERK – announced 350 early and absentee voters at the City Clerk’s Office for the November 2, 2010 General Election.

PUBLIC WORKS – Administrator McLaughlin reviewed the PWAB’s discussion on the air curtain and decision to repair the tub grinder with a \$5,000 outlay, initiate a prevention maintenance program; placing hydrants on a top ten list; and replacement of eight water mains within a week.

COMMUNITY DEVELOPMENT – updated the Council on condemnation of houses with 10 demolitions as of the meeting date, and finalizing the new notice to Young’s Radiator.

FIRE – Chief Nichols was absent.

POLICE – announced squad cars in service by Friday, Captain Pollum’s retirement and replacement with Officer Koop.

COMMENTS BY THE COUNCIL

Commissioner Ervin – nothing at this time.

Commissioner Hall – nothing at this time.

Commissioner Rankin – thanked staff for Saturday’s planning meeting.

Acting Mayor Gover – discussed the beneficial meeting on Saturday and opened the floor for questions of the public for the Department Heads with no responders.

Commissioner Hall seconded by Commissioner Ervin moved to adjourned at 7:38 p.m.

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

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

/s/Susan J. O’Brien
City Clerk

DEPARTMENT REPORTS:

BEGIN ON NEXT PAGE

City of Mattoon

Incident Type Report (Summary)

**Alarm Date Between {10/01/2010} And
{10/31/2010}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
1110 Fire in structure, structure not involved	1	0.39%	\$0	0.00%
1111 Structure Fire	3	1.18%	\$0	0.00%
121 Fire in mobile home used as fixed residence	1	0.39%	\$5,000	83.33%
140 Natural vegetation fire, Other	1	0.39%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	2	0.79%	\$1,000	16.66%
1430 Burning Leaves	3	1.18%	\$0	0.00%
151 Outside rubbish, trash or waste fire	3	1.18%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	2	0.79%	\$0	0.00%
	16	6.30%	\$6,000	100.00%
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with injury	87	73.62%	\$0	0.00%
3211 Motor Vehicle Collision	12	4.72%	\$0	0.00%
3231 Bicycle accident	1	0.39%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.39%	\$0	0.00%
	201	79.13%	\$0	0.00%
4 Hazardous Condition (No Fire)				
445 Arcing, shorted electrical equipment	1	0.39%	\$0	0.00%
	1	0.39%	\$0	0.00%
5 Service Call				
520 Water problem, Other	1	0.39%	\$0	0.00%
5310 Smoke or odor investigation, no problem found	4	1.57%	\$0	0.00%
5311 Smoke or odor investigation	6	2.36%	\$0	0.00%
550 Public service assistance, Other	1	0.39%	\$0	0.00%
551 Assist police or other governmental agency	1	0.39%	\$0	0.00%
5531 Inspection Detail	1	0.39%	\$0	0.00%
5532 Public Education Detail	2	0.79%	\$0	0.00%
5533 Residential Alarm Check	2	0.79%	\$0	0.00%
	18	7.09%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	3	1.18%	\$0	0.00%
6001 Mistaken alarm, Electrical Sparking, no fire	1	0.39%	\$0	0.00%
6111 Canceled en route by another agency	1	0.39%	\$0	0.00%
631 Authorized controlled burning	2	0.79%	\$0	0.00%
641 Vicinity alarm (incident in other location)	1	0.39%	\$0	0.00%

City of Mattoon

Incident Type Report (Summary)

Alarm Date Between {10/01/2010} And
{10/31/2010}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	8	3.15%	\$0	0.00%
7 False Alarm & False Call				
710 Malicious, mischievous false call, Other	1	0.39%	\$0	0.00%
730 System malfunction, Other	3	1.18%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	0.39%	\$0	0.00%
735 Alarm system sounded due to malfunction	2	0.79%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.39%	\$0	0.00%
7400 Unintentional transmission of alarm, Human error	1	0.39%	\$0	0.00%
	9	3.54%	\$0	0.00%
8 Severe Weather & Natural Disaster				
815 Severe weather or natural disaster standby	1	0.39%	\$0	0.00%
	1	0.39%	\$0	0.00%

Total Incident Count: 254

Total Est Loss:

\$6,000

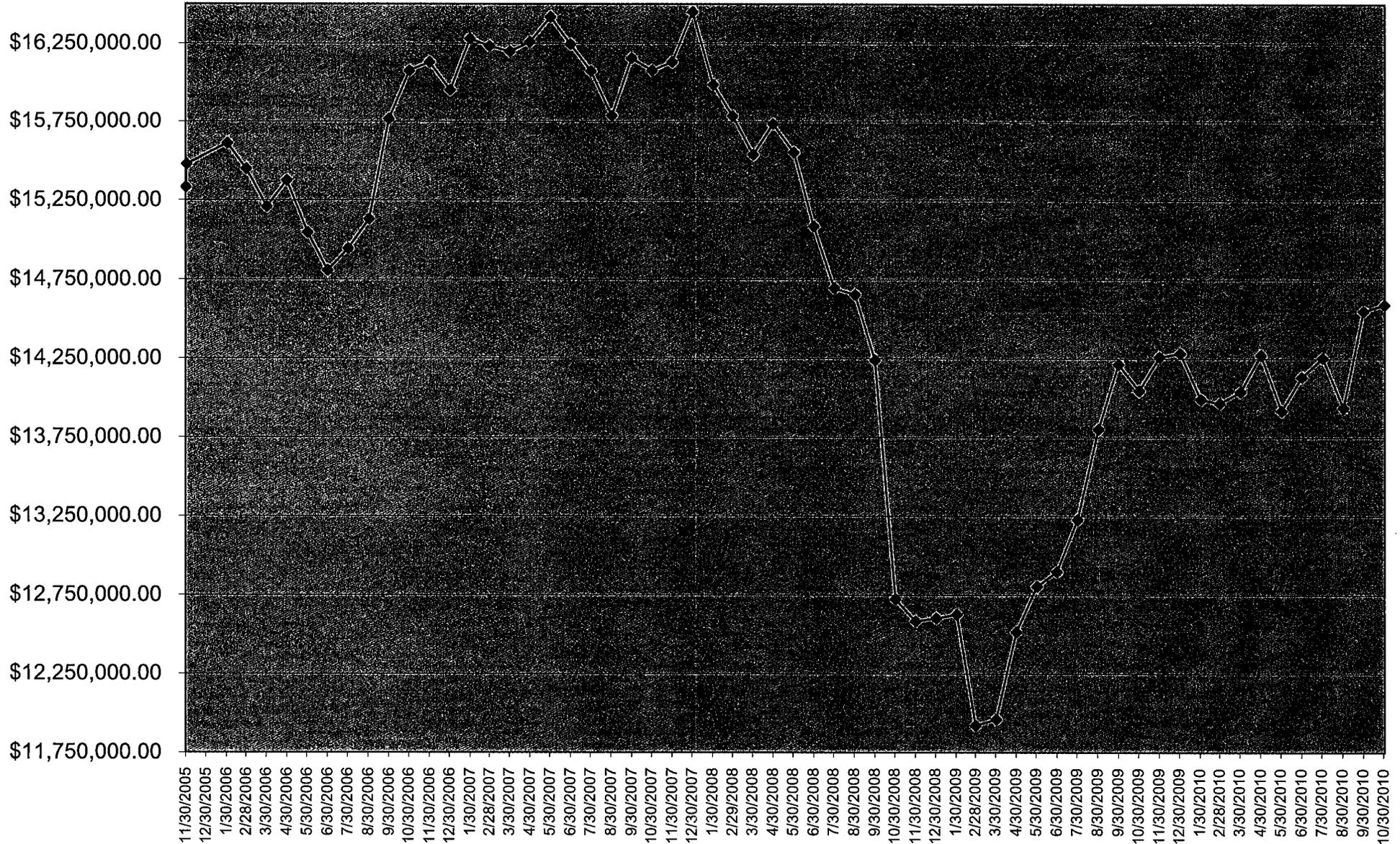
**Firefighters Pension Fund
Investment Analysis as of October 31, 2010**

		<u>Ending Value</u>	<u>Cash or Equivalents</u>	<u>Equities</u>	<u>Bonds & Fixed Incomes</u>
AG Edwards	Centennial Money Market Tr & CD's	\$ 1,129,880.66	\$1,129,880.66		
AG Edwards	US Treasury Money Fund	\$ 300,642.77	\$ 300,642.77		
AG Edwards	Bonds	\$ 5,897,431.91			\$ 5,897,431.91
AIG - Sun America	AIG Variable Ovation 9	\$ 1,407,273.04		\$ 1,407,273.04	
ING	Golden American Life	\$ 5,299,607.12		\$ 5,299,607.12	
First National Bank	Checking Account	\$ 557,796.94	\$ 557,796.94		
		<u>\$ 14,592,632.44</u>	<u>\$1,988,320.37</u>	<u>\$ 6,706,880.16</u>	<u>\$ 5,897,431.91</u>
		<u>100.00%</u>	<u>13.63%</u>	<u>45.96%</u>	<u>40.41%</u>
	AG Edwards	\$ 7,327,955.34	50.22%		
	AIG - Sun America	\$ 1,407,273.04	9.64%		
	ING	\$ 5,299,607.12	36.32%		
	First National Bank	\$ 557,796.94	3.82%		
		<u>\$ 14,592,632.44</u>	<u>100.00%</u>		

Fire Pension Investment Analysis Summary

Month	Ending Market Value	Cash Or Equiv.	Equities	Bonds & Fixed Inc.
November-05	\$ 15,330,745.18	15.53%	42.29%	42.18%
December-05	\$ 15,476,209.72	14.94%	42.88%	42.17%
January-06	\$ 15,609,897.00	14.47%	43.93%	41.60%
February-06	\$ 15,447,842.50	12.11%	43.91%	43.98%
March-06	\$ 15,207,342.53	10.82%	45.00%	44.20%
April-06	\$ 15,373,265.79	12.12%	44.32%	43.59%
May-06	\$ 15,045,463.64	12.10%	43.53%	44.40%
June-06	\$ 14,806,220.41	11.70%	43.28%	45.02%
July-06	\$ 14,944,466.62	11.48%	43.53%	44.99%
August-06	\$ 15,128,771.56	11.46%	44.08%	44.46%
September-06	\$ 15,767,230.11	38.72%	18.05%	43.22%
October-06	\$ 16,076,037.47	39.38%	18.27%	42.35%
November-06	\$ 16,129,489.53	38.93%	18.60%	42.46%
December-06	\$ 15,952,243.17	38.28%	19.05%	42.67%
January-07	\$ 16,279,073.39	39.37%	18.88%	41.74%
February-07	\$ 16,232,606.43	39.87%	18.77%	41.33%
March-07	\$ 16,197,823.72	40.59%	17.98%	41.43%
April-07	\$ 16,259,558.06	33.96%	31.97%	34.07%
May-07	\$ 16,416,745.42	34.15%	32.31%	33.54%
June-07	\$ 16,244,288.48	16.81%	44.51%	38.68%
July-07	\$ 16,073,685.87	13.05%	44.24%	42.70%
August-07	\$ 15,786,994.31	11.91%	44.35%	43.75%
September-07	\$ 16,153,943.02	12.31%	44.13%	43.56%
October-07	\$ 16,076,786.73	18.68%	44.66%	36.66%
November-07	\$ 16,131,801.26	19.90%	42.80%	37.60%
December-07	\$ 16,449,359.37	19.41%	41.72%	38.86%
January-08	\$ 15,987,537.77	26.08%	39.72%	34.20%
February-08	\$ 15,785,036.33	4.93%	46.79%	48.28%
March-08	\$ 15,538,347.36	7.27%	46.00%	46.73%
April-08	\$ 15,735,156.03	9.87%	47.36%	42.77%
May-08	\$ 15,553,036.36	9.41%	48.61%	41.98%
June-08	\$ 15,085,881.05	6.46%	46.63%	46.91%
July-08	\$ 14,696,031.92	8.86%	46.47%	44.67%
August-08	\$ 14,654,005.38	10.02%	45.97%	44.01%
September-08	\$ 14,238,422.31	16.25%	42.52%	41.23%
October-08	\$ 12,725,873.79	19.60%	35.05%	45.35%
November-08	\$ 12,585,091.91	9.05%	43.42%	47.53%
December-08	\$ 12,604,131.10	12.50%	43.86%	43.64%
January-09	\$ 12,627,874.45	15.35%	43.46%	41.19%
February-09	\$ 11,922,013.48	17.24%	41.06%	41.70%
March-09	\$ 11,960,058.90	12.40%	42.23%	45.37%
April-09	\$ 12,517,188.32	19.07%	45.39%	35.54%
May-09	\$ 12,805,533.35	18.33%	47.56%	34.11%
June-09	\$ 12,898,624.34	16.58%	47.95%	35.47%
July-09	\$ 13,227,628.60	14.16%	50.11%	35.74%
August-09	\$ 13,802,052.99	9.50%	50.23%	40.27%
September-09	\$ 14,214,946.56	13.30%	49.69%	37.00%
October-09	\$ 14,046,462.91	15.19%	44.88%	39.93%
November-09	\$ 14,260,767.41	9.43%	44.60%	45.97%
December-09	\$ 14,284,025.39	7.06%	45.37%	47.57%
January-10	\$ 13,992,660.54	6.25%	45.18%	48.57%
February-10	\$ 13,966,935.34	7.36%	45.45%	47.19%
March-10	\$ 14,040,002.58	6.29%	47.00%	46.72%
April-10	\$ 14,273,301.31	6.54%	46.88%	46.58%
May-10	\$ 13,919,940.04	8.79%	45.38%	45.84%
June-10	\$ 14,132,811.83	18.74%	43.37%	37.89%
July-10	\$ 14,255,233.71	15.66%	44.88%	39.46%
August-10	\$ 13,938,168.52	14.92%	44.50%	40.58%
September-10	\$ 14,553,288.25	15.13%	45.19%	39.68%
October-10	\$ 14,592,632.44	13.63%	45.96%	40.41%

Monthly Market Value of Fire Pension Fund Investments



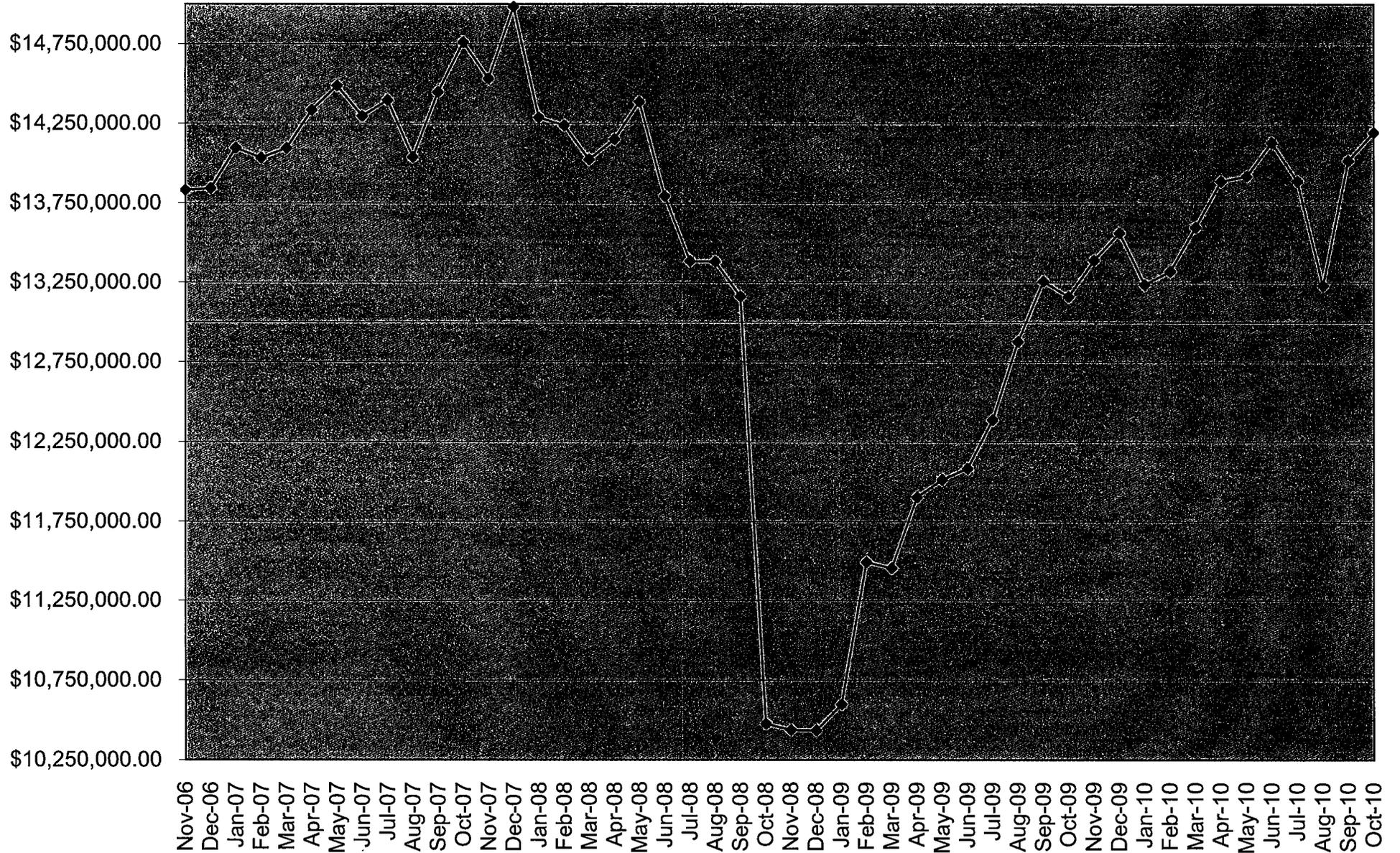
Police Pension Fund
Investment Analysis as of October 31, 2010

		<u>Ending Value</u>	<u>Cash or Equivalents</u>	<u>Equities</u>	<u>Bonds & Fixed Incomes</u>
AG Edwards	Centennial Money Market Tr	\$ 849,856.65	\$ 849,856.65		
AG Edwards	Bonds	\$ 6,222,078.15			\$ 6,222,078.15
AIG - Sun America	AIG Variable Ovation 9	\$ 3,276,318.17		\$ 3,276,318.17	
Anchor	Anchor National Life	\$ 1,191,234.51		\$ 1,191,234.51	
ING	Golden American Life	\$ 2,057,673.91		\$ 2,057,673.91	
First National Bank	Checking Account	\$ 596,211.76	\$ 596,211.76		
		<u>\$ 14,193,373.15</u>	<u>\$ 1,446,068.41</u>	<u>\$ 6,525,226.59</u>	<u>\$ 6,222,078.15</u>
		<u>100.00%</u>	<u>10.19%</u>	<u>45.97%</u>	<u>43.84%</u>
AG Edwards		\$ 13,597,161.39	95.80%		
First National Bank		\$ 596,211.76	4.20%		
		<u>\$ 14,193,373.15</u>	<u>100.00%</u>		

Police Pension Investment Analysis Summary

<u>Month</u>	<u>Ending Market Value</u>	<u>Cash Or Equiv.</u>	<u>Equities</u>	<u>Bonds & Fixed Inc.</u>
November-06	\$ 13,830,957.96	11.84%	43.48%	44.68%
December-06	\$ 13,841,625.69	12.24%	44.66%	43.09%
January-07	\$ 14,096,034.62	11.63%	44.20%	44.17%
February-07	\$ 14,034,713.36	14.18%	43.90%	41.92%
March-07	\$ 14,094,611.82	14.86%	44.73%	40.41%
April-07	\$ 14,334,995.00	10.19%	44.74%	45.07%
May-07	\$ 14,486,361.32	4.10%	45.30%	50.60%
June-07	\$ 14,295,354.62	2.29%	45.71%	52.00%
July-07	\$ 14,396,266.73	1.37%	45.68%	52.94%
August-07	\$ 14,039,202.68	1.42%	44.98%	53.59%
September-07	\$ 14,446,393.47	5.14%	45.83%	49.02%
October-07	\$ 14,760,879.82	6.78%	45.15%	48.06%
November-07	\$ 14,530,850.95	10.07%	44.31%	45.63%
December-07	\$ 14,982,352.69	13.89%	43.74%	42.36%
January-08	\$ 14,287,160.38	28.26%	40.70%	31.04%
February-08	\$ 14,237,418.19	10.85%	41.60%	47.55%
March-08	\$ 14,025,378.24	4.97%	46.71%	48.32%
April-08	\$ 14,151,423.72	4.68%	47.72%	47.59%
May-08	\$ 14,385,460.00	5.72%	47.82%	46.46%
June-08	\$ 13,794,176.98	4.33%	47.51%	48.16%
July-08	\$ 13,383,123.11	4.94%	46.99%	48.08%
August-08	\$ 13,381,338.08	5.40%	46.33%	48.27%
September-08	\$ 13,161,665.63	13.83%	43.29%	42.88%
October-08	\$ 10,476,979.68	7.22%	39.88%	52.90%
November-08	\$ 10,437,584.89	6.85%	38.05%	55.10%
December-08	\$ 10,435,237.94	11.12%	38.33%	50.54%
January-09	\$ 10,598,598.02	14.57%	38.58%	46.84%
February-09	\$ 11,491,768.24	14.76%	43.67%	41.57%
March-09	\$ 11,455,143.15	14.01%	44.32%	41.68%
April-09	\$ 11,903,292.93	22.12%	46.18%	31.71%
May-09	\$ 12,014,326.98	22.28%	48.07%	29.65%
June-09	\$ 12,082,871.77	19.49%	48.63%	31.88%
July-09	\$ 12,388,084.40	17.66%	50.59%	31.75%
August-09	\$ 12,876,911.46	12.28%	50.76%	36.95%
September-09	\$ 13,257,820.29	11.06%	51.22%	37.73%
October-09	\$ 13,161,752.19	7.18%	51.50%	41.32%
November-09	\$ 13,390,010.32	4.81%	51.19%	44.00%
December-09	\$ 13,562,501.31	7.02%	48.54%	44.44%
January-10	\$ 13,237,165.12	6.59%	47.84%	45.58%
February-10	\$ 13,321,223.40	8.06%	48.23%	43.71%
March-10	\$ 13,598,360.34	10.08%	47.37%	42.55%
April-10	\$ 13,888,449.72	10.31%	47.45%	42.24%
May-10	\$ 13,919,940.04	8.79%	45.38%	45.84%
June-10	\$ 14,132,811.83	18.74%	43.37%	37.89%
July-10	\$ 13,888,449.72	10.31%	47.45%	42.24%
August-10	\$ 13,232,250.10	13.97%	43.39%	42.64%
September-10	\$ 14,018,975.86	11.95%	44.99%	43.07%
October-10	\$ 14,193,373.15	10.19%	45.97%	43.84%

Monthly Market Value of Police Pension Fund Investments



BILLS & PAYROLL:

BEGIN ON NEXT PAGE

CITY OF MATTOON
 11-12-10 PAYROLL
 10-23-10/11-5-10

	G/L ACCOUNT	ACCOUNT NAME	AMOUNT
CITY COUNCIL	110 5110-111	SALARIES OF REG EMPLOYEES	\$ 1,199.99
CITY CLERK	110 5120-111	SALARIES OF REG EMPLOYEES	\$ 5,294.94
	110 5120-113	OVERTIME	\$ 90.74
	110 5120-114	COMPENSATED ABSENCES	\$ 18.51
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEES	\$ 3,459.80
	110 5130-114	COMPENSATED ABSENCES	\$ 369.04
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEES	\$ 1,009.10
	110 5150-114	COMPENSATED ABSENCES	\$ 210.63
LEGAL SERVICES	110 5160-111	SALARIES OF REG EMPLOYEES	\$ 1,051.36
	110 5160-114	COMPENSATED ABSENCES	\$ 283.71
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEES	\$ 3,219.44
	110 5170-114	COMPENSATED ABSCENSES	\$ 734.46
PLANNING & ZONING	110 5180-111	SALARIES OF REG EMPLOYEES	\$ 969.02
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEES	\$ 8,392.74
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEES	\$ 8,413.41
PATROL	110 5213-111	SALARIES OF REG EMPLOYEES	\$ 60,802.41
	110 5213-113	OVERTIME	\$ 5,486.13
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEES	\$ 2,215.84
POLICE RECORDS	110 5216-111	SALARIES OF REG EMPLOYEES	\$ 3,155.38
TRAFFIC CONTROL	110 5220-111	SALARIES OF REG EMPLOYEES	\$ 780.00
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEES	\$ 2,053.47
	110 5227-113	OVERTIME	\$ 1,071.50
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEES	\$ 67,131.63
	110 5241-113	OVERTIME	\$ 8,080.05
	110 5241-114	COMPENSATED ABSENCES	\$ 6,789.37
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEES	\$ 3,305.19
	110 5261-114	COMPENSATED ABSENCES	\$ 40.08
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEES	\$ 2,509.04
	110 5310-114	COMPENSATED ABSENCES	\$ 536.46
STREETS	110 5320-111	SALARIES OF REG EMPLOYEES	\$ 14,425.10
	110 5320-113	OVERTIME	\$ 106.54
	110 5320-114	COMPENSATED ABSENCES	\$ 1,646.60
YARD WASTE COLLECTION	110 5335-111	SALARIES OF REG EMPLOYEES	\$ 2,700.31
	110 5335-112	SALARIES OF TEMP EMPLOYEES	\$ 264.00
	110 5335-113	OVERTIME	\$ 268.41
CONSTRUCTION INSPECTION	110 5370-111	SALARIES OF REG EMPLOYEES	\$ 2,135.59
	110 5370-113	OVERTIME	\$ 80.09
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEES	\$ 2,685.36
	110 5381-113	OVERTIME	\$ 48.90
	110 5381-114	COMPENSATED ABSENCES	\$ 63.20
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEES	\$ 1,184.58
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEES	\$ 7,407.46
	110 5511-113	OVERTIME	\$ 14.76
LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEES	\$ 1,847.38
	110 5512-112	SALARIES OF TEMP EMPLOYEES	\$ 340.00
	110 5512-113	OVERTIME	\$ 131.22
	110 5512-114	COMPENSATED ABSENCES	\$ 174.96

CITY OF MATTOON

11-12-10 PAYROLL

10-23-10/11-5-10

CEMETERY	110 5570-111	SALARIES OF REG EMPLOYEES	\$	2,896.63
	110 5570-112	SALARIES OF TEMP EMPLOYEES	\$	964.75
	110 5570-114	COMPENSATED ABSENCES	\$	18.52
		*** FUND 110 TOTALS ***	\$	238,077.80
HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	\$	1,666.65
		*** FUND 122 TOTALS ***	\$	1,666.65
RESERVOIRS & WATER SOURCES	211 5351-111	SALARIES OF REG EMPLOYEES	\$	987.20
	211 5351-113	OVERTIME	\$	43.29
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	\$	9,704.39
	211 5353-114	COMPENSATED ABSENCES	\$	188.17
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	\$	7,278.70
	211 5354-113	OVERTIME	\$	232.25
	211 5354-114	COMPENSATED ABSENCES	\$	529.78
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	\$	4,395.40
	211 5355-114	COMPENSATED ABSENCES	\$	392.70
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	\$	2,052.80
	211 5356-114	COMPENSATED ABSENCES	\$	597.64
		*** FUND 211 TOTALS ***	\$	26,402.32
SANITARY SEWER MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	\$	5,922.40
	212 5342-113	OVERTIME	\$	338.05
	212 5342-114	COMPENSATED ABSENCES	\$	598.99
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	\$	11,935.47
	212 5344-113	OVERTIME	\$	43.29
	212 5344-114	COMPENSATED ABSENCES	\$	764.38
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	\$	4,395.45
	212 5345-114	COMPENSATED ABSENCES	\$	392.72
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	\$	2,052.81
	212 5346-114	COMPENSATED ABSENCES	\$	597.65
		*** FUND 212 TOTALS ***	\$	27,041.21
		*** GRAND TOTALS ***	\$	293,187.98

CITY OF MATTOON
11-12-10 PAYROLL
10-23-10/11-5-10

*** PAY CODE TOTALS ***

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REGULAR PAY	30	1,618.50	\$ 34,805.23
OVERTIME PAY	38	466	\$ 15,879.40
HOLIDAY PAY-REGULAR	32	122.7	\$ 2,654.01
SALARY PAY	120	9,915.12	\$ 226,168.71
VACATION PAY	22	186.25	\$ 5,093.81
PEHP	34	34	\$ 425.00
SICK-FD UNION	4	119	\$ 2,697.21
SICK PAY-AFSCME	10	74	\$ 1,636.78
SICK-NON UNION	7	49.5	\$ 1,246.26
VACATION PAY	3	72	\$ 1,619.50
SHIFT PAY	4	256	\$ 153.60
SHIFT PAY	3	160	\$ 112.00
COMP EARNED	1	5.63	\$ -
BURIAL PAY	1	2	\$ 134.00
COMP PAID	1	8	\$ 197.66
STRAIGHT OT POLICE	2	9	\$ 226.35
VEHICLE EXP	1	1	\$ 138.46

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 110 CITY COUNCIL

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000871	RANDY ERVIN	I-201011094940	110 5110-533	CELLULAR PHON:	NOVEMBER MOBILE	104782	50.00
					VENDOR 01-000871 TOTALS		50.00
01-002244	CHRIS RANKIN	I-201011094942	110 5110-533	CELLULAR PHON:	NOVEMBER MOBILE	104839	50.00
					VENDOR 01-002244 TOTALS		50.00
DEPARTMENT 110 CITY COUNCIL						TOTAL:	100.00
01-024060	IL DEPT OF NATURAL RES	I-201011094932	110 5120-802	HUNTING/FISHI:	11-2/8 CITY CLERK	000000	30.50
					VENDOR 01-024060 TOTALS		30.50
01-043522	STAPLES CREDIT PLAN	I-G965248001	110 5120-311	OFFICE SUPPLI:	OFFICE SUPPLIES	104731	361.23
					VENDOR 01-043522 TOTALS		361.23
01-049003	XEROX CORPORATION	I-051257927	110 5120-814	PRINT/COPY MA:	COPIER GBP-245099	104860	363.35
					VENDOR 01-049003 TOTALS		363.35
DEPARTMENT 120 CITY CLERK						TOTAL:	755.08
01-002170	BUSINESS CARD	I-201011034884	110 5130-562	TRAVEL & TRAI:	ANGELOS PIZZA	104726	22.14
01-002170	BUSINESS CARD	I-201011034884	110 5130-562	TRAVEL & TRAI:	PERE MARQUETTE HOTEL	104726	340.62
					VENDOR 01-002170 TOTALS		362.76
01-002399	SUE MCLAUGHLIN	I-201011094951	110 5130-562	TRAVEL & TRAI:	TRAVEL 10-24/27	104821	332.56
					VENDOR 01-002399 TOTALS		332.56
DEPARTMENT 130 CITY ADMINISTRATOR						TOTAL:	695.32
01-002170	BUSINESS CARD	I-201011034884	110 5150-562	TRAVEL & TRAI:	LITTLE MEXICO	104726	15.00
					VENDOR 01-002170 TOTALS		15.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019450	GOVERNMENT FINANCE	I-0113576	110 5150-571	DUES & MEMBER:	MEMBERSHIP-OWEN	104792	190.00
VENDOR 01-019450 TOTALS							190.00

DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL: 205.00

01-002170	BUSINESS CARD	I-201011034884	110 5160-562	TRAVEL & TRAI:	AMTRAK	104726	37.80
01-002170	BUSINESS CARD	I-201011034884	110 5160-562	TRAVEL & TRAI:	HILTON CHICAGO	104726	762.95
VENDOR 01-002170 TOTALS							800.75

01-002401	SMITHAMUNDSEN	I-351599	110 5160-515	LABOR RELATIO:	LEGAL SERVICES	104845	400.00
01-002401	SMITHAMUNDSEN	I-351624	110 5160-515	LABOR RELATIO:	LEGAL SERVICES	104845	97.20
01-002401	SMITHAMUNDSEN	I-351628	110 5160-515	LABOR RELATIO:	LEGAL SERVICES	104845	534.60
01-002401	SMITHAMUNDSEN	I-351633	110 5160-515	LABOR RELATIO:	LEGAL SERVICES	104845	275.40
VENDOR 01-002401 TOTALS							1,307.20

01-037951	J. PRESTON OWEN	I-201011094941	110 5160-565	CELLULAR TELE:	NOVEMBER MOBILE	104834	100.00
VENDOR 01-037951 TOTALS							100.00

01-047000	WEST PAYMENT CENTER	I-821611510	110 5160-340	BOOKS & PERIO:	ON LINE RESEARCH 10/	104858	512.58
VENDOR 01-047000 TOTALS							512.58

DEPARTMENT 160 LEGAL SERVICES TOTAL: 2,720.53

01-002170	BUSINESS CARD	I-201011034884	110 5170-516	TECHNOLOGY SU:	HOSTGATOR.COM	104726	124.32
01-002170	BUSINESS CARD	I-201011034884	110 5170-562	TRAVEL & TRAI:	CROWNE PLAZA	104726	88.35
VENDOR 01-002170 TOTALS							212.67

01-023800	CONSOLIDATED COMMUNICA	I-201011105014	110 5170-854	WIDE AREA NET:	101-0937	104771	88.25
VENDOR 01-023800 TOTALS							88.25

DEPARTMENT 170 COMPUTER INFO SYSTEMS TOTAL: 300.92

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 190 COUNCIL CONTINGENCY

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002399	SUE MCLAUGHLIN	I-201011094952	110 5190-579	MISC OTHER PU:	MILEAGE 10-17/20	104821	173.18
						VENDOR 01-002399 TOTALS	173.18
			DEPARTMENT 190	COUNCIL CONTINGENCY	TOTAL:		173.18
01-002170	BUSINESS CARD	I-201011034884	110 5211-540	ADVERTISING :	PHOTOBUCKET	104726	2.99
01-002170	BUSINESS CARD	I-201011034884	110 5211-316	TOOLS & EQUIP:	WIRELESS MIKES	104726	26.63
01-002170	BUSINESS CARD	I-201011034884	110 5211-319	MISCELLANEOUS:	LITTLE CAESARS	104726	26.69
						VENDOR 01-002170 TOTALS	56.31
01-020800	HAROLD'S CLEANERS	I-171132	110 5211-573	LAUNDRY SERVI:	CLEAN BLANKET	104794	18.00
						VENDOR 01-020800 TOTALS	18.00
01-037800	RAY O'HERRON CO	I-1024009-IN	110 5211-315	UNIFORMS & CL:	BADGES	104841	193.13
						VENDOR 01-037800 TOTALS	193.13
01-045820	WALMART COMMUNITY BRC	I-09377	110 5211-316	TOOLS & EQUIP:	FRIDGE,SPLENDA	104744	81.74
						VENDOR 01-045820 TOTALS	81.74
01-046600	WARNER'S OFFICE EQUIPM	I-54715	110 5211-316	TOOLS & EQUIP:	STORAGE FILE	104856	500.00
						VENDOR 01-046600 TOTALS	500.00
01-049003	XEROX CORPORATION	I-051257912	110 5211-814	PRINT/COPY MA:	COPIER LBP-255479	104860	48.16
01-049003	XEROX CORPORATION	I-051257913	110 5211-814	PRINT/COPY MA:	COPIER LBP-255481	104860	49.44
01-049003	XEROX CORPORATION	I-051257914	110 5211-814	PRINT/COPY MA:	COPIER LBP-255476	104860	49.27
01-049003	XEROX CORPORATION	I-051257915	110 5211-814	PRINT/COPY MA:	COPIER GBP-234813	104860	390.50
01-049003	XEROX CORPORATION	I-051257947	110 5211-814	PRINT/COPY MA:	COPIER YHT-189182	104860	17.49
						VENDOR 01-049003 TOTALS	554.86
			DEPARTMENT 211	POLICE ADMINISTRATION	TOTAL:		1,404.04

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 212 CRIMINAL INVESTIGATION

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000061	HOME DEPOT	I-37632	110 5212-319	MISCELLANEOUS: LASER METER		104798	148.97
					VENDOR 01-000061 TOTALS		148.97
01-000610	LEXISNEXIS RISK & INFO	I-1299801-20101031	110 5212-579	MISC OTHER PU: OCTOBER SEARCHES		104810	50.00
					VENDOR 01-000610 TOTALS		50.00
01-002170	BUSINESS CARD	I-201011034884	110 5212-579	MISC OTHER PU: DPMS		104726	166.46
					VENDOR 01-002170 TOTALS		166.46
01-002439	KORY CULP	I-201011094891	110 5212-579	MISC OTHER PU: COMPLIANCE ASSISTANT		104740	50.00
					VENDOR 01-002439 TOTALS		50.00
01-038082	PELICAN SIGNS	I-4268	110 5212-319	MISCELLANEOUS: LOGOS FOR CSI KITS		104835	25.00
					VENDOR 01-038082 TOTALS		25.00
DEPARTMENT 212 CRIMINAL INVESTIGATION						TOTAL:	440.43
01-016000	FARM PLAN	I-A50315	110 5213-319	MISCELLANEOUS: GUN CLEANING SUPPLIE		104741	69.35
					VENDOR 01-016000 TOTALS		69.35
DEPARTMENT 213 PATROL						TOTAL:	69.35
01-002170	BUSINESS CARD	I-201011034884	110 5216-579	MISC OTHER PU: US AIRWAYS		104726	50.00
01-002170	BUSINESS CARD	I-201011034884	110 5216-579	MISC OTHER PU: US AIRWAYS		104726	50.00
01-002170	BUSINESS CARD	I-201011034884	110 5216-579	MISC OTHER PU: EXPRESS MART		104726	20.20
01-002170	BUSINESS CARD	I-201011034884	110 5216-579	MISC OTHER PU: 3RD ST FAMILY FARE		104726	4.41
01-002170	BUSINESS CARD	I-201011034884	110 5216-579	MISC OTHER PU: LAMBOS BP		104726	18.10
01-002170	BUSINESS CARD	I-201011034884	110 5216-579	MISC OTHER PU: INDIANAPOLIS INT AIR		104726	60.00
01-002170	BUSINESS CARD	I-201011034884	110 5216-579	MISC OTHER PU: HILTON		104726	300.48
01-002170	BUSINESS CARD	I-201011034884	110 5216-579	MISC OTHER PU: HILTON		104726	336.48
01-002170	BUSINESS CARD	I-201011034884	110 5216-579	MISC OTHER PU: THRIFTY CAR RENTAL		104726	158.64
					VENDOR 01-002170 TOTALS		998.31
DEPARTMENT 216 POLICE RECORDS						TOTAL:	998.31

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 217 CUSTODY OF PRISONERS

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004400	BURGER KING	I-201011105011	110 5217-330	FOOD	: PRISONER MEALS	104759	31.90
					VENDOR 01-004400 TOTALS		31.90
DEPARTMENT 217 CUSTODY OF PRISONERS						TOTAL:	31.90
01-001401	JEREMY CLARK	I-201011105010	110 5221-562	TRAVEL & TRAI:	MEALS 11/2/10	104766	12.50
					VENDOR 01-001401 TOTALS		12.50
01-002170	BUSINESS CARD	I-201011034884	110 5221-562	TRAVEL & TRAI:	EDGAR CO PUBLIC HEAL	104726	150.00
					VENDOR 01-002170 TOTALS		150.00
DEPARTMENT 221 POLICE TRAINING						TOTAL:	162.50
01-002170	BUSINESS CARD	I-201011034884	110 5222-311	OFFICE SUPPLI:	DYNAMETRIC	104726	267.69
					VENDOR 01-002170 TOTALS		267.69
01-023800	CONSOLIDATED COMMUNICA	I-201011094929	110 5222-532	TELEPHONE	: 235-2677	104771	1,510.20
					VENDOR 01-023800 TOTALS		1,510.20
DEPARTMENT 222 COMMUNICATION SERVICES						TOTAL:	1,777.89
01-000550	ALEXANDERS AUTO PARTS	I-201011094921	110 5223-318	VEHICLE PARTS:	CAR WASH,BELTS	104748	63.35
					VENDOR 01-000550 TOTALS		63.35
01-002019	BARBECK COMMUNICATIONS	I-200861	110 5223-434	REPAIR OF VEH:	2L12 REPAIRS	104753	403.75
					VENDOR 01-002019 TOTALS		403.75
01-009075	CUSD #2 TRANSPORTATION	I-201011105009	110 5223-326	FUEL	: POLICE DEPT 10/10 FU	104773	4,555.22
					VENDOR 01-009075 TOTALS		4,555.22

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 223 AUTOMOTIVE SERVICES

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013900	D-R AUTO BODY SHOP	I-201011094927	110 5223-434	REPAIR OF VEH: ALTIMA REPAIRS		104775	2,124.00
					VENDOR 01-013900 TOTALS		2,124.00
01-039600	NEAL TIRE & AUTO SERVI	I-201011094926	110 5223-434	REPAIR OF VEH: SQUAD REPAIRS		104829	2,980.87
					VENDOR 01-039600 TOTALS		2,980.87
DEPARTMENT 223 AUTOMOTIVE SERVICES						TOTAL:	10,127.19
01-001070	AMEREN ILLINOIS	I-201011094924	110 5224-321	NATURAL GAS &: 1700 WABASH		104749	2,169.65
01-001070	AMEREN ILLINOIS	I-201011094925	110 5224-321	NATURAL GAS &: 1321 RICHMOND		104749	51.42
					VENDOR 01-001070 TOTALS		2,221.07
01-030000	KULL LUMBER CO	I-201011094930	110 5224-312	CLEANING SUPP: FILL VALVE,SCREWS		104807	20.45
					VENDOR 01-030000 TOTALS		20.45
01-031000	LORENZ SUPPLY CO.	I-253391	110 5224-312	CLEANING SUPP: LINERS,TOWELS,SOAP,T		104813	303.48
01-031000	LORENZ SUPPLY CO.	I-255383	110 5224-312	CLEANING SUPP: TOWELS,AIR FRESHNER		104813	74.11
01-031000	LORENZ SUPPLY CO.	I-255623	110 5224-312	CLEANING SUPP: GLOVES		104813	11.12
					VENDOR 01-031000 TOTALS		388.71
01-035600	KONE INC	I-220495958	110 5224-435	ELEVATOR SERV: ELEV MNTCE 11/10		104806	610.46
					VENDOR 01-035600 TOTALS		610.46
DEPARTMENT 224 POLICE BUILDINGS						TOTAL:	3,240.69
01-000061	HOME DEPOT	I-9013668	110 5241-432	REPAIR OF BUI: NIGHT LATCH		104798	15.37
					VENDOR 01-000061 TOTALS		15.37
01-000550	ALEXANDERS AUTO PARTS	I-201011094961	110 5241-434	REPAIR OF VEH: GREASE,BRAKE CLEANER		104748	10.99
01-000550	ALEXANDERS AUTO PARTS	I-201011094961	110 5241-319	MISCELLANEOUS: GREASE,BRAKE CLEANER		104748	41.31
					VENDOR 01-000550 TOTALS		52.30

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201011094907	110 5241-321	NATURAL GAS &: 2700 MARSHALL		104749	73.04
01-001070	AMEREN ILLINOIS	I-201011094937	110 5241-321	NATURAL GAS &: ADD'L CURRENT		104750	163.91
01-001070	AMEREN ILLINOIS	I-201011094973	110 5241-321	NATURAL GAS &: 2700 MARSHALL		104750	13.71
				VENDOR 01-001070	TOTALS		250.66
01-001343	DOUG COLE	I-201011094934	110 5241-562	TRAVEL & TRAI: MEAL 11/3		104767	11.32
				VENDOR 01-001343	TOTALS		11.32
01-001398	IL FIRE CHIEFS ASSOCIA	I-C10-260	110 5241-571	DUE & MEMBERS: 2010 ANNUAL CONFEREN		104801	150.00
				VENDOR 01-001398	TOTALS		150.00
01-001406	MICHAEL UELEKE	I-201011094933	110 5241-562	TRAVEL & TRAI: MEAL 11/3		104853	11.60
				VENDOR 01-001406	TOTALS		11.60
01-001959	FOSTER COACH SALES, IN	I-50090	110 5241-434	REPAIR OF VEH: FOSTER COACH SALES,		104786	16.21
				VENDOR 01-001959	TOTALS		16.21
01-001984	BOUND TREE MEDICAL, LL	I-87197629	110 5241-313	MEDICAL & SAF: MEDICAL SUPPLIES		104757	69.68
				VENDOR 01-001984	TOTALS		69.68
01-002170	BUSINESS CARD	I-201011034884	110 5241-562	TRAVEL & TRAI: JIM'S STEAKHOUSE		104726	43.00
01-002170	BUSINESS CARD	I-201011034884	110 5241-316	TOOLS & EQUIP: HOME DEPOT		104726	106.15
01-002170	BUSINESS CARD	I-201011034884	110 5241-326	FUEL : HUCKS		104726	40.07
01-002170	BUSINESS CARD	I-201011034884	110 5241-562	TRAVEL & TRAI: PERE MARQUETTE HOTEL		104726	179.67
				VENDOR 01-002170	TOTALS		368.89
01-002560	LAKE LAND COLLEGE	I-IN00001505	110 5241-562	TRAVEL & TRAI: TEXTBOOKS		104808	966.30
				VENDOR 01-002560	TOTALS		966.30
01-003470	BREATHING AIR SYSTEMS	I-1013370-IN	110 5241-433	REPAIR OF MAC: AIR INTAKE CAUTION S		104758	15.95
				VENDOR 01-003470	TOTALS		15.95

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009075	CUSD #2 TRANSPORTATION	I-201011094971	110 5241-326	FUEL	: 10-1/31 FUEL FIRE DE	104773	1,610.33
VENDOR 01-009075 TOTALS							1,610.33
01-017000	FIRE EQUIPMENT SERVICE	I-97185	110 5241-433	REPAIR OF MAC: EXTINGUISHER MNTCE		104785	201.50
VENDOR 01-017000 TOTALS							201.50
01-018042	GALLS, AN ARAMARK COMP	I-510904578	110 5241-315	UNIFORMS & CL: GALLS, AN ARAMARK CO		104788	175.98
01-018042	GALLS, AN ARAMARK COMP	I-510904670	110 5241-315	UNIFORMS & CL: BOOTS		104788	94.99
VENDOR 01-018042 TOTALS							270.97
01-023800	CONSOLIDATED COMMUNICA	I-201011094962	110 5241-532	TELEPHONE	: 235-0933	104771	37.55
01-023800	CONSOLIDATED COMMUNICA	I-201011094963	110 5241-532	TELEPHONE	: 235-0931	104771	40.55
01-023800	CONSOLIDATED COMMUNICA	I-201011094964	110 5241-532	TELEPHONE	: 234-2442	104771	49.43
01-023800	CONSOLIDATED COMMUNICA	I-201011094974	110 5241-532	TELEPHONE	: 101-0987	104771	88.25
VENDOR 01-023800 TOTALS							215.78
01-025600	ILMO PRODUCTS COMPANY	I-201011094975	110 5241-313	MEDICAL & SAF: CYLINDER RENTAL, OXYG		104803	101.12
VENDOR 01-025600 TOTALS							101.12
01-030000	KULL LUMBER CO	I-201011094972	110 5241-434	REPAIR OF VEH: PLUGS, SHUT OFF		104807	1.98
01-030000	KULL LUMBER CO	I-201011094972	110 5241-319	MISCELLANEOUS: PLUGS, SHUT OFF		104807	7.99
VENDOR 01-030000 TOTALS							9.97
01-031000	LORENZ SUPPLY CO.	I-256031	110 5241-312	CLEANING SUPP: BLEACH, TOWELS		104813	172.39
VENDOR 01-031000 TOTALS							172.39
01-031402	M & M PUMP SUPPLY INC	I-593007	110 5241-316	TOOLS & EQUIP: PRESSURE GAUGE, TEFLON		104814	28.84
01-031402	M & M PUMP SUPPLY INC	I-595301	110 5241-434	REPAIR OF VEH: HOSE CLAMPS, SUCTION		104814	84.60
VENDOR 01-031402 TOTALS							113.44

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-032980	FRED THROM	I-9092	110 5241-319	MISCELLANEOUS: OIL		104818	21.60
					VENDOR 01-032980 TOTALS		21.60
01-033800	MATTOON WATER DEPT	I-201010274804	110 5241-410	UTILITY SERVI: HWY 16 STA 2		000000	53.26
01-033800	MATTOON WATER DEPT	I-201010274825	110 5241-410	UTILITY SERVI: 1801 PRAIRIE		000000	13.59
01-033800	MATTOON WATER DEPT	I-201010274839	110 5241-410	UTILITY SERVI: 2700 MARSHALL STA 3		000000	67.89
					VENDOR 01-033800 TOTALS		134.74
01-036080	MUNICIPAL EMERGENCY SE	I-00192674SNV	110 5241-316	TOOLS & EQUIP: ADAPTERS		104827	47.90
					VENDOR 01-036080 TOTALS		47.90
01-036334	NFFA	I-201011094970	110 5241-571	DUE & MEMBERS: 1 YEAR MEMBERSHIP		104831	150.00
					VENDOR 01-036334 TOTALS		150.00
01-037010	TONY NICHOLS	I-201011094948	110 5241-533	CELLULAR PHON: NOVEMBER MOBILE		104832	100.00
					VENDOR 01-037010 TOTALS		100.00
01-039423	QUARTERMASTER INC	I-P660790801018	110 5241-315	UNIFORMS & CL: UNIFORM TROUSERS		104838	55.97
					VENDOR 01-039423 TOTALS		55.97
01-039930	ROB RATLIFF	I-201011094935	110 5241-562	TRAVEL & TRAI: MEAL 11/3		104840	26.11
					VENDOR 01-039930 TOTALS		26.11
01-049003	XEROX CORPORATION	I-051257879	110 5241-814	PRINT/COPY MA: COPIER YHT-189240		104860	17.49
					VENDOR 01-049003 TOTALS		17.49
				DEPARTMENT 241	FIRE PROTECTION ADMIN.	TOTAL:	5,177.59
01-002170	BUSINESS CARD	I-201011034884	110 5243-319	MISCELLANEOUS: WALMART		104726	61.79
					VENDOR 01-002170 TOTALS		61.79
				DEPARTMENT 243	FIRE PREVENTION	TOTAL:	61.79

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 261 CODE ENFORCEMENT ADMIN

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001381	MATT FREDERICK	I-201011094912	110 5261-564	PRIVATE VEHIC:	TRAVEL 10/1-29	104787	90.00
01-001381	MATT FREDERICK	I-201011094949	110 5261-533	CELLULAR PHON:	NOVEMBER MOBILE	104787	43.29
						VENDOR 01-001381 TOTALS	133.29
01-002532	JOSHUA D EVANS	I-201011094913	110 5261-564	PRIVATE VEHIC:	MILEAGE 10/1-29	104783	82.50
01-002532	JOSHUA D EVANS	I-201011094950	110 5261-533	CELLULAR PHON:	NOVEMBER MOBILE	104783	43.29
						VENDOR 01-002532 TOTALS	125.79
01-002562	IL DEPT OF PUBLIC HEAL	I-201011094953	110 5261-340	BOOKS & PERIO:	CODE BOOK	104799	40.00
						VENDOR 01-002562 TOTALS	40.00
01-018700	KYLE GILL	I-201011094946	110 5261-533	CELLULAR PHON:	NOVEMBER MOBILE	104791	50.00
						VENDOR 01-018700 TOTALS	50.00
01-021348	HERALD & REVIEW	I-20343634	110 5261-577	DEMOLITION SE:	NOTICE TO REMEDIATE	104797	134.14
						VENDOR 01-021348 TOTALS	134.14
01-030000	KULL LUMBER CO	I-201011104982	110 5261-319	MISCELLANEOUS:	PATCH CABLE,TAPE,WRE	104807	4.99
						VENDOR 01-030000 TOTALS	4.99
						DEPARTMENT 261 CODE ENFORCEMENT ADMIN TOTAL:	488.21
01-001293	BRAD STROHL	I-201011104995	110 5310-564	PRIVATE VEHIC:	MILEAGE 10/1-31	104849	8.95
						VENDOR 01-001293 TOTALS	8.95
01-021348	HERALD & REVIEW	I-201011094931	110 5310-519	OTHER PROFESS:	PUBLIC WORKS DIRECTO	104797	307.00
						VENDOR 01-021348 TOTALS	307.00
01-049003	XEROX CORPORATION	I-051257922	110 5310-311	OFFICE SUPPLI:	COPIER GBP-243598	104860	284.73
						VENDOR 01-049003 TOTALS	284.73
						DEPARTMENT 310 PUBLIC WORKS ADMIN TOTAL:	600.68

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000061	HOME DEPOT	I-31020	110 5320-316	TOOLS AND EQU: HOME DEPOT		104798	38.66
				VENDOR 01-000061	TOTALS		38.66
01-000550	ALEXANDERS AUTO PARTS	I-201011094967	110 5320-319	MISCELLANEOUS: BRAKE CABLES,LAMP,BR		104748	68.09
01-000550	ALEXANDERS AUTO PARTS	I-201011094967	110 5320-318	VEHICLE PARTS: BRAKE CABLES,LAMP,BR		104748	167.98
				VENDOR 01-000550	TOTALS		236.07
01-001070	AMEREN ILLINOIS	I-201011094937	110 5320-321	NATURAL GAS &: ADD'L CURRENT		104750	146.85
01-001070	AMEREN ILLINOIS	I-201011094968	110 5320-321	NATURAL GAS &: 212 N 12TH		104750	71.22
				VENDOR 01-001070	TOTALS		218.07
01-001213	DIESEL SPEED REPAIR	I-9021	110 5320-434	REPAIR OF VEH: REPLACE STEERING		104779	96.73
				VENDOR 01-001213	TOTALS		96.73
01-002541	MLB OUTDOOR PRODUCTS	I-20181	110 5320-433	REPAIR OF MAC: HANDLE ASSEMBLY		104826	274.16
				VENDOR 01-002541	TOTALS		274.16
01-002559	MATTOON TIRE & AUTO CE	I-8212	110 5320-318	VEHICLE PARTS: TIRE REPAIRS		104820	157.00
				VENDOR 01-002559	TOTALS		157.00
01-002970	BEACHY'S ICE COMPANY	I-42440	110 5320-319	MISCELLANEOUS: ICE		104756	25.00
				VENDOR 01-002970	TOTALS		25.00
01-006016	CENTRAL IL TRANSMISSIO	I-16252	110 5320-434	REPAIR OF VEH: 01 DODGE REPAIRS		104761	708.39
				VENDOR 01-006016	TOTALS		708.39
01-006748	CITY OF MATTOON	I-201011105015	110 5320-319	MISCELLANEOUS: CORRECT E-Z PARCEL B		104765	33.42
				VENDOR 01-006748	TOTALS		33.42

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009075	CUSD #2 TRANSPORTATION	I-201011105000	110 5320-326	FUEL	: PUBLIC WORKS 10/10 F	104773	2,769.14
VENDOR 01-009075 TOTALS							2,769.14
01-011600	DEBUHR'S SEED STORE	I-27552	110 5320-319	MISCELLANEOUS: SEED		104777	139.90
01-011600	DEBUHR'S SEED STORE	I-27555	110 5320-319	MISCELLANEOUS: GRASS SEED		104777	139.90
VENDOR 01-011600 TOTALS							279.80
01-014405	EFFINGHAM TRUCK SALES	C-AI34049	110 5320-318	VEHICLE PARTS: RETURN		104780	137.95-
01-014405	EFFINGHAM TRUCK SALES	C-AI35050	110 5320-318	VEHICLE PARTS: RETURNS		104780	218.75-
01-014405	EFFINGHAM TRUCK SALES	C-AI35864	110 5320-318	VEHICLE PARTS: RETURN		104780	48.14-
01-014405	EFFINGHAM TRUCK SALES	I-AI31868	110 5320-318	VEHICLE PARTS: ABSORBER,BOLTS,NUTS,		104780	389.65
01-014405	EFFINGHAM TRUCK SALES	I-AI32041	110 5320-318	VEHICLE PARTS: GAUGES		104780	46.61
01-014405	EFFINGHAM TRUCK SALES	I-AI32532	110 5320-318	VEHICLE PARTS: SWITCH,CAP		104780	64.01
01-014405	EFFINGHAM TRUCK SALES	I-AI33906	110 5320-318	VEHICLE PARTS: BRACKET		104780	69.20
01-014405	EFFINGHAM TRUCK SALES	I-AI34351	110 5320-318	VEHICLE PARTS: SWITCH,CONTROL,BELT		104780	78.28
01-014405	EFFINGHAM TRUCK SALES	I-AI34969	110 5320-318	VEHICLE PARTS: BRACKET		104780	137.95
01-014405	EFFINGHAM TRUCK SALES	I-AI34995	110 5320-318	VEHICLE PARTS: BRACKET		104780	69.20
01-014405	EFFINGHAM TRUCK SALES	I-AI35122	110 5320-318	VEHICLE PARTS: EFFINGHAM TRUCK SALE		104780	16.00
01-014405	EFFINGHAM TRUCK SALES	I-AI35706	110 5320-318	VEHICLE PARTS: END		104781	48.14
01-014405	EFFINGHAM TRUCK SALES	I-AI35768	110 5320-318	VEHICLE PARTS: TANK,END		104781	104.80
VENDOR 01-014405 TOTALS							619.00
01-016000	FARM PLAN	I-201011094892	110 5320-319	MISCELLANEOUS: FARM PLAN		104741	1.69
01-016000	FARM PLAN	I-A50483	110 5320-316	TOOLS AND EQU: POST HOLE DIGGER		104728	24.99
VENDOR 01-016000 TOTALS							26.68
01-016140	FASTENAL COMPANY	I-ILMAT84500	110 5320-319	MISCELLANEOUS: FASTENAL COMPANY		104784	22.69
VENDOR 01-016140 TOTALS							22.69
01-018100	GANO WELDING SUPPLIES	I-169457	110 5320-440	RENTALS : WELDING SUPPLIES		104789	75.06
01-018100	GANO WELDING SUPPLIES	I-852358	110 5320-440	RENTALS : WELDING SUPPLIES		104789	45.00
VENDOR 01-018100 TOTALS							120.06
01-030000	KULL LUMBER CO	I-201011094959	110 5320-319	MISCELLANEOUS: DOWEL RODS,FLASHLIGH		104807	3.82

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030000	KULL LUMBER CO	I-201011094959	110 5320-316	TOOLS AND EQU:	DOWEL RODS,FLASHLIGH	104807	89.91
					VENDOR 01-030000 TOTALS		93.73
01-033200	MATTOON PRINTING CENTE	I-201011104981	110 5320-311	OFFICE SUPPLI:	PURCHASE ORDERS	104819	186.98
					VENDOR 01-033200 TOTALS		186.98
01-036600	NEAL TIRE SERVICE	I-201011104976	110 5320-319	MISCELLANEOUS:	TIRE REPAIRS	104830	80.00
01-036600	NEAL TIRE SERVICE	I-201011104976	110 5320-434	REPAIR OF VEH:	TIRE REPAIRS	104830	18.00
					VENDOR 01-036600 TOTALS		98.00
01-038375	DAN PILSON AUTO CENTER	I-136720	110 5320-318	VEHICLE PARTS:	PARKING LIGHTS	104776	276.66
01-038375	DAN PILSON AUTO CENTER	I-136748	110 5320-318	VEHICLE PARTS:	SOCKET ASSEMBLY	104776	25.16
					VENDOR 01-038375 TOTALS		301.82
01-039600	NEAL TIRE & AUTO SERVI	I-201011094969	110 5320-433	REPAIR OF MAC:	TIRE REPAIRS	104829	25.10
01-039600	NEAL TIRE & AUTO SERVI	I-201011094969	110 5320-434	REPAIR OF VEH:	TIRE REPAIRS	104829	21.20
					VENDOR 01-039600 TOTALS		46.30
01-040448	S & K AIR POWER	I-1414416-01	110 5320-319	MISCELLANEOUS:	ANCHOR SCREWS	104842	27.32
					VENDOR 01-040448 TOTALS		27.32
01-044324	TERMINAL SUPPLY CO	I-88204-00	110 5320-318	VEHICLE PARTS:	REPLACEMENT LENS	104850	43.21
01-044324	TERMINAL SUPPLY CO	I-92115-00	110 5320-318	VEHICLE PARTS:	TERMINAL SUPPLY CO	104850	83.75
					VENDOR 01-044324 TOTALS		126.96
				DEPARTMENT 320	STREETS	TOTAL:	6,505.98
01-001070	AMEREN ILLINOIS	I-201011104998	110 5326-321	NATURAL GAS &:	1721 B'DWAY	104751	42.75
					VENDOR 01-001070 TOTALS		42.75
				DEPARTMENT 326	STREET LIGHTING	TOTAL:	42.75

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 331 STREET CLEANING

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-048642	WOODY'S MUNICIPAL SUPP	I-31730	110 5331-318	VEHICLE PARTS:	SWEeper REPAIRS	104859	1,445.94
						VENDOR 01-048642 TOTALS	1,445.94
						DEPARTMENT 331 STREET CLEANING TOTAL:	1,445.94
01-045523	VERMEER SALES & SERVIC	I-P17019	110 5335-318	VEHICLE PARTS:	TUB GRINDER PARTS	104855	967.70
01-045523	VERMEER SALES & SERVIC	I-S08221	110 5335-318	VEHICLE PARTS:	TUB GRINDER REPAIRS	104855	1,500.34
						VENDOR 01-045523 TOTALS	2,468.04
						DEPARTMENT 335 YARD WASTE COLLECTION TOTAL:	2,468.04
01-039210	VEOLIA ES SOLID WASTE	I-F50000222981	110 5338-421	DISPOSAL SERV:	TRASH SERVICES	104732	711.20
01-039210	VEOLIA ES SOLID WASTE	I-F50000225719	110 5338-421	DISPOSAL SERV:	TRASH SERVICES	104732	782.95
						VENDOR 01-039210 TOTALS	1,494.15
						DEPARTMENT 338 REFUSE COLLECT & DISPOSAL TOTAL:	1,494.15
01-030000	KULL LUMBER CO	I-201011104982	110 5370-316	TOOLS & EQUIP:	PATCH CABLE,TAPE,WRE	104807	4.48
						VENDOR 01-030000 TOTALS	4.48
						DEPARTMENT 370 CONSTRUCTION INSPECTION TOTAL:	4.48
01-000513	JERRY WECK	I-32896	110 5381-460	OTHER PROP MA:	MOW KINZEL	104857	320.00
						VENDOR 01-000513 TOTALS	320.00
01-001070	AMEREN ILLINOIS	I-201011094907	110 5381-321	NATURAL GAS &:	208 N 19TH	104749	610.78
01-001070	AMEREN ILLINOIS	I-201011094937	110 5381-321	NATURAL GAS &:	ADD'L CURRENT	104750	466.18
						VENDOR 01-001070 TOTALS	1,076.96
01-009093	CONNOR CO	I-S4571531.001	110 5381-432	REPAIR OF BUI:	SUMP PUMP	104770	133.41
						VENDOR 01-009093 TOTALS	133.41

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 381 CUSTODIAL SERVICES

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033800	MATTOON WATER DEPT	I-201011094904	110 5381-410	UTILITY SERVI:	208 N 19TH	000000	236.30
						VENDOR 01-033800 TOTALS	236.30
01-035600	KONE INC	I-220497324	110 5381-435	ELEVATOR SERV:	ELEV MNTCE 11/10	104806	179.62
						VENDOR 01-035600 TOTALS	179.62
						DEPARTMENT 381 CUSTODIAL SERVICES TOTAL:	1,946.29
01-001070	AMEREN ILLINOIS	I-201011094937	110 5383-321	NATURAL GAS &:	ADD'L CURRENT	104750	95.22
01-001070	AMEREN ILLINOIS	I-201011104999	110 5383-321	NATURAL GAS &:	1701 WABASH	104752	108.34
						VENDOR 01-001070 TOTALS	203.56
						DEPARTMENT 383 BURGESS OSBORNE TOTAL:	203.56
01-001070	AMEREN ILLINOIS	I-201011094905	110 5384-321	NATURAL GAS &:	1718 B'DWAY UNIT C	104749	40.46
01-001070	AMEREN ILLINOIS	I-201011094906	110 5384-321	NATURAL GAS &:	1718 B'DWAY UNIT B	104749	32.64
						VENDOR 01-001070 TOTALS	73.10
						DEPARTMENT 384 RAILROAD DEPOT TOTAL:	73.10
01-001070	AMEREN ILLINOIS	I-201011125016	110 5388-321	NATURAL GAS &:	316 S 32ND	104752	31.85
						VENDOR 01-001070 TOTALS	31.85
						DEPARTMENT 388 GARMENT FACTORY TOTAL:	31.85
01-001862	MATTOON HIGH SCHOOL	I-201011094956	110 5505-579	MISC OTHER PU:	ART SUPPLIES	104817	160.00
						VENDOR 01-001862 TOTALS	160.00
01-002445	LITTLE THEATRE ON THE	I-201011094954	110 5505-579	MISC OTHER PU:	11/17 THEATRE	104812	700.00
						VENDOR 01-002445 TOTALS	700.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 505 ARTS COUNCIL

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002561	JANAHN KOLDEN	I-201011094955	110 5505-579	MISC OTHER PU:	POTTERY CLASS INSTRU	104805	240.00
						VENDOR 01-002561 TOTALS	240.00
			DEPARTMENT 505	ARTS COUNCIL	TOTAL:		1,100.00
01-009075	CUSD #2 TRANSPORTATION	I-201011104986	110 5511-326	FUEL	: PARK 10/10 FUEL	104773	1,170.41
						VENDOR 01-009075 TOTALS	1,170.41
01-023800	CONSOLIDATED COMMUNICA	I-201011094965	110 5511-532	TELEPHONE	: 234-3611	104771	69.82
						VENDOR 01-023800 TOTALS	69.82
01-030000	KULL LUMBER CO	I-201011094958	110 5511-316	TOOLS & EQUIP:	CONCRETE,WEATHERSTRI	104807	9.98
						VENDOR 01-030000 TOTALS	9.98
			DEPARTMENT 511	PARK ADMINISTRATION	TOTAL:		1,250.21
01-000061	HOME DEPOT	I-1030775	110 5541-319	MISCELLANEOUS:	MONUMENT LIGHT REPAI	104798	183.09
						VENDOR 01-000061 TOTALS	183.09
01-001070	AMEREN ILLINOIS	I-201011034882	110 5541-321	NATURAL GAS &:	500 B'DWAY	104725	74.53
01-001070	AMEREN ILLINOIS	I-201011034883	110 5541-321	NATURAL GAS &:	500 B'DWAY	104725	135.72
01-001070	AMEREN ILLINOIS	I-201011094937	110 5541-321	NATURAL GAS &:	ADD'L CURRENT	104750	49.20
01-001070	AMEREN ILLINOIS	I-201011104985	110 5541-321	NATURAL GAS &:	500 B'DWAY	104751	97.98
01-001070	AMEREN ILLINOIS	I-201011105007	110 5541-321	NATURAL GAS &:	500 B'DWAY	104752	99.17
01-001070	AMEREN ILLINOIS	I-201011105008	110 5541-321	NATURAL GAS &:	500 B'DWAY	104752	30.07
						VENDOR 01-001070 TOTALS	486.67
01-006300	CHARLESTON STONE CO	I-16812	110 5541-352	AGGREGATE SUR:	ROAD PACK	104762	171.55
						VENDOR 01-006300 TOTALS	171.55

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 541 PETERSON PARK

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016000	FARM PLAN	I-A40221	110 5541-319	MISCELLANEOUS:	TIES,TARP	104728	151.42
							151.42
						VENDOR 01-016000 TOTALS	151.42
01-030000	KULL LUMBER CO	I-201011094958	110 5541-432	REPAIR OF BUI:	CONCRETE,WEATHERSTRI	104807	120.91
01-030000	KULL LUMBER CO	I-201011094958	110 5541-319	MISCELLANEOUS:	CONCRETE,WEATHERSTRI	104807	274.18
							395.09
						VENDOR 01-030000 TOTALS	395.09
01-031000	LORENZ SUPPLY CO.	I-254088	110 5541-319	MISCELLANEOUS:	CLEANER	104813	4.98
							4.98
						VENDOR 01-031000 TOTALS	4.98
01-043371	SPRINGFIELD ELECTRIC	I-S3058007.002	110 5541-432	REPAIR OF BUI:	RESTROOM LIGHTS	104846	20.00
							20.00
						VENDOR 01-043371 TOTALS	20.00
01-043520	STALCUP GLASS	I-1688	110 5541-319	MISCELLANEOUS:	PETERSON HOUSE REPAI	104847	392.60
							392.60
						VENDOR 01-043520 TOTALS	392.60
						1,805.40	
DEPARTMENT 541 PETERSON PARK						TOTAL:	1,805.40
01-001070	AMEREN ILLINOIS	I-201011094966	110 5542-321	NATURAL GAS &:	632 S 14TH	104750	41.75
							41.75
						VENDOR 01-001070 TOTALS	41.75
01-006300	CHARLESTON STONE CO	I-16812	110 5542-319	MISCELLANEOUS:	ROAD PACK	104762	826.74
							826.74
						VENDOR 01-006300 TOTALS	826.74
						868.49	
DEPARTMENT 542 LAWSON PARK						TOTAL:	868.49
01-006300	CHARLESTON STONE CO	I-16813	110 5551-352	AGGREGATE SUR:	SCREENINGS	104762	364.98
							364.98
						VENDOR 01-006300 TOTALS	364.98

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 551 BOYS COMPLEX

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030000	KULL LUMBER CO	I-201011094958	110 5551-319	MISCELLANEOUS: CONCRETE,WEATHERSTRI	104807		8.66
VENDOR 01-030000 TOTALS							8.66
DEPARTMENT 551 BOYS COMPLEX TOTAL:							373.64
01-006300	CHARLESTON STONE CO	I-16812	110 5553-319	MISCELLANEOUS: ROAD PACK	104762		485.04
VENDOR 01-006300 TOTALS							485.04
DEPARTMENT 553 JR FOOTBALL COMPLEX TOTAL:							485.04
01-001070	AMEREN ILLINOIS	I-201011104983	110 5555-321	NATURAL GAS &: 1 S 22ND	104750		27.85
01-001070	AMEREN ILLINOIS	I-201011104984	110 5555-321	NATURAL GAS &: S 22ND ST FIELD HS	104751		43.93
VENDOR 01-001070 TOTALS							71.78
DEPARTMENT 555 KINZEL FIELD TOTAL:							71.78
01-001530	HD SUPPLY UTILITIES LT	I-1590104-00	110 5561-319	MISCELLANEOUS: METER SOCKET,METER R	104795		126.00
VENDOR 01-001530 TOTALS							126.00
01-006300	CHARLESTON STONE CO	I-16812	110 5561-352	AGGREGATE SUR: ROAD PACK	104762		508.07
VENDOR 01-006300 TOTALS							508.07
01-030065	LAKE MATTOON PUBLIC WA	I-201011034881	110 5561-410	UTILITY SERVI: CAMPGROUND EAST	104729		259.80
VENDOR 01-030065 TOTALS							259.80
01-041755	SHELBY ELECTRIC COOPER	I-201011105005	110 5561-322	ELECTRICITY : HUFFMANS	104843		455.15
01-041755	SHELBY ELECTRIC COOPER	I-201011105006	110 5561-322	ELECTRICITY : HUFFMANS	104843		314.06
VENDOR 01-041755 TOTALS							769.21
DEPARTMENT 561 EAST CAMPGROUND TOTAL:							1,663.08

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 562 WEST CAMPGROUND

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016000	FARM PLAN	I-A47976	110 5562-319	MISCELLANEOUS: MOTH BALLS,ANTIFREEZ		104728	79.53
						VENDOR 01-016000 TOTALS	79.53
01-030065	LAKE MATTOON PUBLIC WA	I-201011034880	110 5562-410	UTILITY SERVI: CAMPGROUND WEST		104729	169.80
						VENDOR 01-030065 TOTALS	169.80
01-041755	SHELBY ELECTRIC COOPER	I-201011105004	110 5562-322	ELECTRICITY : CAMPGROUND		104843	750.77
						VENDOR 01-041755 TOTALS	750.77
						DEPARTMENT 562 WEST CAMPGROUND TOTAL:	1,000.10
01-012025	DETECTION SECURITY CO	I-109071	110 5563-576	SECURITY SERV: MARINA SECURITY		104778	45.00
						VENDOR 01-012025 TOTALS	45.00
01-030065	LAKE MATTOON PUBLIC WA	I-201011034879	110 5563-410	UTILITY SERVI: MARINA		104729	67.65
						VENDOR 01-030065 TOTALS	67.65
01-041755	SHELBY ELECTRIC COOPER	I-201011105001	110 5563-322	ELECTRICITY : RESTROOMS		104843	87.44
01-041755	SHELBY ELECTRIC COOPER	I-201011105002	110 5563-322	ELECTRICITY : CAUSEWAY		104843	48.70
01-041755	SHELBY ELECTRIC COOPER	I-201011105003	110 5563-322	ELECTRICITY : MARINA		104843	186.30
						VENDOR 01-041755 TOTALS	322.44
						DEPARTMENT 563 MARINA AREA TOTAL:	435.09
01-030065	LAKE MATTOON PUBLIC WA	I-201011034878	110 5564-410	UTILITY SERVI: BEACH		104729	13.20
						VENDOR 01-030065 TOTALS	13.20
						DEPARTMENT 564 BEACH AREA TOTAL:	13.20

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 570 DODGE GROVE CEMETERY

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001388	PETTY CASH-DODGE GROVE I-201011094957		110 5570-311	SUPPLIES	: REPLENISH PETTY CASH	104836	82.96
							<hr/>
					VENDOR 01-001388 TOTALS		82.96
01-009075	CUSD #2 TRANSPORTATION I-201011104977		110 5570-326	FUEL	: DODGE GROVE 10/10 FU	104773	77.70
							<hr/>
					VENDOR 01-009075 TOTALS		77.70
01-009870	COX MOTORS	I-83857	110 5570-433	REPAIR OF MAC: SAFETY TEST		104772	27.00
							<hr/>
					VENDOR 01-009870 TOTALS		27.00
01-023800	CONSOLIDATED COMMUNICA I-201011094903		110 5570-321	UTILITIES	: 234-2055	104771	120.72
							<hr/>
					VENDOR 01-023800 TOTALS		120.72
01-030000	KULL LUMBER CO	I-201011094919	110 5570-316	TOOLS & EQUIP: PLYWOOD		104807	656.00
							<hr/>
					VENDOR 01-030000 TOTALS		656.00
01-031402	M & M PUMP SUPPLY INC I-594415		110 5570-311	SUPPLIES	: COUPLING,ADAPTERS	104814	29.23
							<hr/>
					VENDOR 01-031402 TOTALS		29.23
01-032980	FRED THROM	I-9077	110 5570-316	TOOLS & EQUIP: SHARPEN CHAIN SAW		104818	26.95
							<hr/>
					VENDOR 01-032980 TOTALS		26.95
01-033800	MATTOON WATER DEPT	I-201010284867	110 5570-321	UTILITIES	: 917 N 22ND	000000	98.89
01-033800	MATTOON WATER DEPT	I-201010294872	110 5570-321	UTILITIES	: N 19TH	000000	6.18
							<hr/>
					VENDOR 01-033800 TOTALS		105.07
01-037936	ONE STOP COPY SHOP	I-15713	110 5570-730	IMPROVMENTS O: PLAT COPIES		104833	60.00
							<hr/>
					VENDOR 01-037936 TOTALS		60.00
DEPARTMENT 570 DODGE GROVE CEMETERY						TOTAL:	1,185.63

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 651 ECONOMIC DEVELOPMENT

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008801	COLES TOGETHER	I-201011094939	110 5651-571	DUES & MEMBER:	NOVEMBER 10 PLEDGE	104769	5,000.00
						VENDOR 01-008801 TOTALS	5,000.00
						DEPARTMENT 651 ECONOMIC DEVELOPMENT TOTAL:	5,000.00
01-032205	MATT ECON DEV RECAPTUR	I-201011094945	110 5752-817	DEBT SERVICES:	DECEMBER 10 PYMT	104815	1,288.89
						VENDOR 01-032205 TOTALS	1,288.89
						DEPARTMENT 752 KAL KAN WTR/SWR EXT TOTAL:	1,288.89
						VENDOR SET 110 GENERAL FUND TOTAL:	60,287.29

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 122 HOTEL TAX FUND

DEPARTMENT: 653 HOTEL TAX ADMINISTRATION

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001235	ANGELIA D BURGETT	I-201011094920	122 5653-561	BUSINESS MEET:	MILEAGE 11/2-3	104760	163.00
01-001235	ANGELIA D BURGETT	I-201011094947	122 5653-533	CELLULAR PHON:	NOVEMBER MOBILE	104760	43.29
						VENDOR 01-001235 TOTALS	206.29
01-002170	BUSINESS CARD	I-201011034884	122 5653-572	COMMUNITY PRO:	CODY'S	104726	72.39
01-002170	BUSINESS CARD	I-201011034884	122 5653-561	BUSINESS MEET:	LITTLE MEXICO	104726	93.21
01-002170	BUSINESS CARD	I-201011034884	122 5653-561	BUSINESS MEET:	CODY'S	104726	53.83
01-002170	BUSINESS CARD	I-201011034884	122 5653-572	COMMUNITY PRO:	COMMON GROUNDS	104726	5.07
01-002170	BUSINESS CARD	I-201011034884	122 5653-561	BUSINESS MEET:	CRACKER BARREL	104726	26.90
01-002170	BUSINESS CARD	I-201011034884	122 5653-572	COMMUNITY PRO:	COMMON GROUNDS	104726	4.22
01-002170	BUSINESS CARD	I-201011034884	122 5653-562	TRAVEL & TRAI:	SUBWAY	104726	6.69
01-002170	BUSINESS CARD	I-201011034884	122 5653-562	TRAVEL & TRAI:	STARBUCKS	104726	6.88
01-002170	BUSINESS CARD	I-201011034884	122 5653-561	BUSINESS MEET:	MONICALS	104726	44.79
01-002170	BUSINESS CARD	I-201011034884	122 5653-561	BUSINESS MEET:	COMMON GROUNDS	104726	8.33
01-002170	BUSINESS CARD	I-201011034884	122 5653-863	COMPUTERS :	HOSTGATOR.COM	104726	124.32
01-002170	BUSINESS CARD	I-201011034884	122 5653-562	TRAVEL & TRAI:	LEARN ANNUAL CONF	104726	795.00
01-002170	BUSINESS CARD	I-201011034884	122 5653-562	TRAVEL & TRAI:	HOLIDAY INN	104726	101.46
						VENDOR 01-002170 TOTALS	1,343.09
01-043522	STAPLES CREDIT PLAN	I-67550	122 5653-572	COMMUNITY PRO:	OFFICE SUPPLIES	104731	85.38
						VENDOR 01-043522 TOTALS	85.38
DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL:							1,634.76

VENDOR SET 122 HOTEL TAX FUND TOTAL:							1,634.76

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 123 FESTIVAL MGMT FUND

DEPARTMENT: 586 LIGHTWORKS

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201011034884	123 5586-531	POSTAGE	: MATTOON POST OFC	104726	22.00
01-002170	BUSINESS CARD	I-201011034884	123 5586-831	PARADES	: DICKBLICK.COM	104726	82.45
						VENDOR 01-002170 TOTALS	104.45
01-043371	SPRINGFIELD ELECTRIC	I-S3071231.001	123 5586-319	MISCELLANEOUS: IN-LINE CONNECTIONS		104846	18.63
						VENDOR 01-043371 TOTALS	18.63
						DEPARTMENT 586 LIGHTWORKS TOTAL:	123.08
						VENDOR SET 123 FESTIVAL MGMT FUND TOTAL:	123.08

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 125 INSURANCE & TORT JDMNT

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000719	PORTER AUTO BODY	I-7701	125 5150-527	SELF INSURED :	REPAIR SQUAD	104837	8,770.40
							8,770.40
						VENDOR 01-000719 TOTALS	8,770.40
01-005538	CARD'S APPLIANCE & TV	I-144390	125 5150-527	SELF INSURED :	CHECK WASHER & DRYER	104727	65.00
							65.00
						VENDOR 01-005538 TOTALS	65.00
01-013900	D-R AUTO BODY SHOP	I-201011105012	125 5150-527	SELF INSURED :	2L15 REPAIRS	104775	150.00
							150.00
						VENDOR 01-013900 TOTALS	150.00
01-037800	RAY O'HERRON CO	I-1024857-IN	125 5150-527	SELF INSURED :	2L15 REPAIRS	104841	214.72
01-037800	RAY O'HERRON CO	I-1024905-IN	125 5150-527	SELF INSURED :	2L15 REPAIRS	104841	323.27
							537.99
						VENDOR 01-037800 TOTALS	537.99
01-038082	PELICAN SIGNS	I-4378	125 5150-527	SELF INSURED :	SQUAD RESTRIPIING	104835	300.00
							300.00
						VENDOR 01-038082 TOTALS	300.00

DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL: 9,823.39

VENDOR SET 125 INSURANCE & TORT JDMNT TOTAL: 9,823.39

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 128 MIDTOWN TIF FUND

DEPARTMENT: 604 MIDTOWN TIF DISTRICT

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201011034884	128 5604-908	PARKING LOTS	: ANGELOS PIZZA	104726	35.76
						VENDOR 01-002170 TOTALS	35.76
01-002473	PHILIP LONG	I-201011034885	128 5604-825	TIF GRANTS	: CJ'S CLUB	104730	2,687.00
PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS				
						VENDOR 01-002473 TOTALS	2,687.00
						DEPARTMENT 604 MIDTOWN TIF DISTRICT TOTAL:	2,722.76
						VENDOR SET 128 MIDTOWN TIF FUND TOTAL:	2,722.76

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 321 STREETS

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000742	BARTELS CONSTRUCTION,	I-201011094917	130 5321-730	IMPROVEMENTS : DEWITT		104754	3,211.85
01-000742	BARTELS CONSTRUCTION,	I-201011125017	130 5321-730	IMPROVEMENTS : LOGAN WASTE SITE		104754	45,096.51
						VENDOR 01-000742 TOTALS	48,308.36
01-025682	IMCO UTILITY SUPPLY	I-1032330-00	130 5321-730	IMPROVEMENTS : GATE VALVES		104804	3,160.00
01-025682	IMCO UTILITY SUPPLY	I-1032330-01	130 5321-730	IMPROVEMENTS : IMCO UTILITY SUPPLY		104804	16,480.00
						VENDOR 01-025682 TOTALS	19,640.00
						DEPARTMENT 321 STREETS TOTAL:	67,948.36
01-018950	THE GLASS CUTTERS	I-I2014458	130 5384-720	IC DEPOT REST: WINDOWS AT AMTRAK		104852	353.73
						VENDOR 01-018950 TOTALS	353.73
						DEPARTMENT 384 RAILROAD DEPOT TOTAL:	353.73
01-000598	CURRY CONSTRUCTION, IN	I-201011125019	130 5608-577	YMCA LAND ACQ: YMCA PARKING LOT		104869	100,598.67
						VENDOR 01-000598 TOTALS	100,598.67
						DEPARTMENT 608 YMCA LAND ACQUISITION TOTAL:	100,598.67
						VENDOR SET 130 CAPITAL PROJECT FUND TOTAL:	168,900.76

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 351 RESERVOIRS & WTR SOURCES

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201011104991	211 5351-321	NATURAL GAS &:	RR2 WATER DEPT	104751	72.81
01-001070	AMEREN ILLINOIS	I-201011104993	211 5351-321	NATURAL GAS &:	RR2 SHED	104751	30.14
						VENDOR 01-001070 TOTALS	102.95
01-011600	DEBUHR'S SEED STORE	I-27469	211 5351-460	OTHER PROPRT:	GRASS SEED & SEEDER	104777	584.59
01-011600	DEBUHR'S SEED STORE	I-28643	211 5351-460	OTHER PROPRT:	GRASS SEED	104777	1,251.00
						VENDOR 01-011600 TOTALS	1,835.59
01-040250	MATTOON FARM PRIDE	I-CM25256	211 5351-460	OTHER PROPRT:	STIHL TRIMMER	104816	429.27
						VENDOR 01-040250 TOTALS	429.27
						DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL:	2,367.81
01-000061	HOME DEPOT	I-9033741	211 5353-316	TOOLS & EQUIP:	SHOVEL,CONDUIT,BUCKE	104798	111.85
						VENDOR 01-000061 TOTALS	111.85
01-000550	ALEXANDERS AUTO PARTS	I-201011104992	211 5353-318	VEHICLE PARTS:	BREAK FLUID	104748	4.99
						VENDOR 01-000550 TOTALS	4.99
01-001070	AMEREN ILLINOIS	I-201011104990	211 5353-321	NATURAL GAS &:	2800 E LAKE PARADISE	104751	621.25
						VENDOR 01-001070 TOTALS	621.25
01-001414	GENERAL CHEMICAL PERFO	I-90366619	211 5353-314	CHEMICALS	: CHEMICALS	104790	4,971.59
						VENDOR 01-001414 TOTALS	4,971.59
01-002537	LINDE LLC CHARLOTTE NC	I-42654912	211 5353-314	CHEMICALS	: CHEMICALS	104811	546.25
						VENDOR 01-002537 TOTALS	546.25
01-012925	MICKEY'S LINEN	I-201011104994	211 5353-460	OTHER PROPRT:	CLEANING	104823	119.44
						VENDOR 01-012925 TOTALS	119.44

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 353 WATER TREATMENT PLANT

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-017000	FIRE EQUIPMENT SERVICE	I-97013	211 5353-460	OTHER PROPRT:	EXTINGUISHER MNTCE	104785	54.00
					VENDOR 01-017000 TOTALS		54.00
01-020540	HACH COMPANY	I-6969064	211 5353-319	MISCELLANEOUS:	HACH COMPANY	104793	279.70
					VENDOR 01-020540 TOTALS		279.70
01-023800	CONSOLIDATED COMMUNICA	I-201011104989	211 5353-532	TELEPHONE	: 234-2454	104771	207.88
					VENDOR 01-023800 TOTALS		207.88
01-031000	LORENZ SUPPLY CO.	I-255603	211 5353-312	CLEANING SUPP:	LORENZ SUPPLY CO.	104813	4.68
					VENDOR 01-031000 TOTALS		4.68
01-035365	MISSISSIPPI LIME COMPA	I-927931	211 5353-314	CHEMICALS	: LIME	104825	3,185.00
					VENDOR 01-035365 TOTALS		3,185.00
01-035600	KONE INC	I-220495838	211 5353-435	ELEVATOR SERV:	ELEV MNTCE 11/10	104806	221.97
					VENDOR 01-035600 TOTALS		221.97
01-045155	UNITED PARCEL SERVICE	I-8Y610440	211 5353-519	OTHER PROFESS:	SHIPPING	104854	27.24
					VENDOR 01-045155 TOTALS		27.24
01-049003	XEROX CORPORATION	I-051257946	211 5353-814	PRINTING & CO:	COPIER YHT-189369	104860	17.49
					VENDOR 01-049003 TOTALS		17.49
DEPARTMENT 353 WATER TREATMENT PLANT						TOTAL:	10,373.33
01-000061	HOME DEPOT	I-31020	211 5354-316	TOOLS & EQUIP:	HOME DEPOT	104798	38.66
					VENDOR 01-000061 TOTALS		38.66

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 354 WATER DISTRIBUTION

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001001	NE-CO ASPHALT CO., INC	I-44084	211 5354-363	BACKFILL & SU:	ASPHALT	104828	1,050.00
				VENDOR 01-001001	TOTALS		1,050.00
01-001070	AMEREN ILLINOIS	I-201011094937	211 5354-321	NATURAL GAS &:	ADD'L CURRENT	104750	54.27
01-001070	AMEREN ILLINOIS	I-201011104980	211 5354-321	NATURAL GAS &:	S 12TH ST	104750	28.79
				VENDOR 01-001070	TOTALS		83.06
01-001213	DIESEL SPEED REPAIR	I-9021	211 5354-434	REPAIR OF VEH:	REPLACE STEERING	104779	96.73
				VENDOR 01-001213	TOTALS		96.73
01-001537	HD SUPPLY WATERWORKS,	I-2004727	211 5354-316	TOOLS & EQUIP:	STEEL PROBE RODS, HYD	104796	52.74
				VENDOR 01-001537	TOTALS		52.74
01-006016	CENTRAL IL TRANSMISSIO	I-16252	211 5354-434	REPAIR OF VEH: 01	DODGE REPAIRS	104761	708.39
				VENDOR 01-006016	TOTALS		708.39
01-009093	CONNOR CO	I-S4576193.001	211 5354-375	LEAK REPAIR M:	CLAMPS	104770	16.60
				VENDOR 01-009093	TOTALS		16.60
01-014405	EFFINGHAM TRUCK SALES	I-AI31868	211 5354-318	VEHICLE PARTS:	ABSORBER, BOLTS, NUTS,	104780	389.65
01-014405	EFFINGHAM TRUCK SALES	I-AI32386	211 5354-318	VEHICLE PARTS:	PINS	104780	64.05
01-014405	EFFINGHAM TRUCK SALES	I-AI34351	211 5354-318	VEHICLE PARTS:	SWITCH, CONTROL, BELT	104780	78.28
01-014405	EFFINGHAM TRUCK SALES	I-AI35351	211 5354-318	VEHICLE PARTS:	RELAY	104780	35.62
01-014405	EFFINGHAM TRUCK SALES	I-AI35768	211 5354-318	VEHICLE PARTS:	TANK, END	104781	104.80
				VENDOR 01-014405	TOTALS		672.40
01-016000	FARM PLAN	I-A38843	211 5354-316	TOOLS & EQUIP:	SPADE DRAIN	104728	15.99
				VENDOR 01-016000	TOTALS		15.99
01-025682	IMCO UTILITY SUPPLY	I-2015896-00	211 5354-371	WATER PIPE :	WATER LINE CASING	104804	133.00
				VENDOR 01-025682	TOTALS		133.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 354 WATER DISTRIBUTION

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030000	KULL LUMBER CO	I-201011094959	211 5354-316	TOOLS & EQUIP:	DOWEL RODS,FLASHLIGH	104807	8.97
					VENDOR 01-030000	TOTALS	8.97
01-036600	NEAL TIRE SERVICE	I-201011104976	211 5354-319	MISCELLANEOUS:	TIRE REPAIRS	104830	80.00
					VENDOR 01-036600	TOTALS	80.00
				DEPARTMENT 354	WATER DISTRIBUTION	TOTAL:	2,956.54
01-009075	CUSD #2 TRANSPORTATION	I-201011105000	211 5355-326	FUEL	: PUBLIC WORKS 10/10 F	104773	2,769.14
					VENDOR 01-009075	TOTALS	2,769.14
01-035266	MIDWEST METER INC	I-0021932-IN	211 5355-730	IMPROVEMENTS :	LEATHER GASKET	104824	50.00
					VENDOR 01-035266	TOTALS	50.00
01-049003	XEROX CORPORATION	I-051257898	211 5355-814	PRINTING/COPY:	COPIER URR-895305	104860	210.44
					VENDOR 01-049003	TOTALS	210.44
				DEPARTMENT 355	ACCOUNTING & COLLECTION	TOTAL:	3,029.58
01-002411	DAVE BASHAM	I-201011094944	211 5356-533	CELLULAR PHON:	NOVEMBER MOBILE	104755	50.00
					VENDOR 01-002411	TOTALS	50.00
01-008200	COLES CO REGIONAL PLAN	I-4578	211 5356-511	PLANNING & DE:	SEPT 10 GIS BILLING	104768	556.94
					VENDOR 01-008200	TOTALS	556.94
				DEPARTMENT 356	ADMINISTRATIVE & GENERAL	TOTAL:	606.94
01-024150	IL EPA	I-201011094916	211 5731-817	DEBT SERVICES:	IL EPA	104800	261,214.61
					VENDOR 01-024150	TOTALS	261,214.61
				DEPARTMENT 731	DEBT SERVICE	TOTAL:	261,214.61
				VENDOR SET 211	WATER FUND	TOTAL:	280,548.81

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 342 SEWER COLLECTION SYSTEM

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000061	HOME DEPOT	I-31020	212 5342-316	TOOLS & EQUIP: HOME DEPOT		104798	38.65
				VENDOR 01-000061	TOTALS		38.65
01-001213	DIESEL SPEED REPAIR	I-9021	212 5342-434	REPAIR OF VEH: REPLACE STEERING		104779	96.74
				VENDOR 01-001213	TOTALS		96.74
01-001537	HD SUPPLY WATERWORKS,	I-2004727	212 5342-316	TOOLS & EQUIP: STEEL PROBE RODS, HYD		104796	52.74
				VENDOR 01-001537	TOTALS		52.74
01-006016	CENTRAL IL TRANSMISSIO	I-16252	212 5342-434	REPAIR OF VEH: 01 DODGE REPAIRS		104761	708.40
				VENDOR 01-006016	TOTALS		708.40
01-014405	EFFINGHAM TRUCK SALES	I-AI31868	212 5342-318	VEHICLE PARTS: ABSORBER, BOLTS, NUTS,		104780	389.64
01-014405	EFFINGHAM TRUCK SALES	I-AI32386	212 5342-318	VEHICLE PARTS: PINS		104780	64.04
01-014405	EFFINGHAM TRUCK SALES	I-AI34351	212 5342-318	VEHICLE PARTS: SWITCH, CONTROL, BELT		104780	78.29
01-014405	EFFINGHAM TRUCK SALES	I-AI35768	212 5342-318	VEHICLE PARTS: TANK, END		104781	104.79
				VENDOR 01-014405	TOTALS		636.76
01-030000	KULL LUMBER CO	I-201011094959	212 5342-369	OTHER SEWER M: DOWEL RODS, FLASHLIGH		104807	22.48
				VENDOR 01-030000	TOTALS		22.48

DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL: 1,555.77

01-001070	AMEREN ILLINOIS	I-201011094909	212 5343-321	NATURAL GAS &: N 45 LIFT STA		104749	43.77
01-001070	AMEREN ILLINOIS	I-201011094909	212 5343-321	NATURAL GAS &: RILEY CREEK SEWAGE		104749	563.78
01-001070	AMEREN ILLINOIS	I-201011094909	212 5343-321	NATURAL GAS &: LOGAN/SHELBY SEWAGE		104749	36.72
01-001070	AMEREN ILLINOIS	I-201011094909	212 5343-321	NATURAL GAS &: WILLOWSHIRE SEWAGE		104749	33.65
01-001070	AMEREN ILLINOIS	I-201011094909	212 5343-321	NATURAL GAS &: 28TH LIFT STA		104749	55.11
01-001070	AMEREN ILLINOIS	I-201011094909	212 5343-321	NATURAL GAS &: FAIRFIELD LIFT STA		104749	34.14
01-001070	AMEREN ILLINOIS	I-201011094909	212 5343-321	NATURAL GAS &: N 19TH LIFT STA		104749	34.20
				VENDOR 01-001070	TOTALS		801.37

DEPARTMENT 343 SEWER LIFT STATIONS TOTAL: 801.37

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 344 WASTEWATER TREATMNT PLANT

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000013	STATE FIRE MARSHALL	I-9443456	212 5344-439	OTHER REPAIR : BOILER CERTIFICATE		104848	140.00
				VENDOR 01-000013 TOTALS			140.00
01-000550	ALEXANDERS AUTO PARTS	I-201011094967	212 5344-318	VEHICLE PARTS: BRAKE CABLES,LAMP,BR		104748	27.30
				VENDOR 01-000550 TOTALS			27.30
01-001070	AMEREN ILLINOIS	I-201011094908	212 5344-321	NATURAL GAS &: 820 S 5TH PLACE SLUD		104749	99.15
01-001070	AMEREN ILLINOIS	I-201011094909	212 5344-321	NATURAL GAS &: 820 S 5TH PLACE		104749	3,216.73
01-001070	AMEREN ILLINOIS	I-201011094909	212 5344-321	NATURAL GAS &: SAND FILTER BLDG		104749	64.61
01-001070	AMEREN ILLINOIS	I-201011094909	212 5344-321	NATURAL GAS &: SEWER PLANT OFC/LAB		104749	63.77
01-001070	AMEREN ILLINOIS	I-201011094909	212 5344-321	NATURAL GAS &: SEWER PLANT SHOP		104749	58.82
				VENDOR 01-001070 TOTALS			3,503.08
01-001620	VERIZON WIRELESS	I-2477599973	212 5344-532	TELEPHONE : MOBILES		104743	145.26
				VENDOR 01-001620 TOTALS			145.26
01-001777	TESTAMERICA LABORATORI	I-50081662	212 5344-439	OTHER REPAIR : SLUDGE & PRETREATMEN		104851	635.50
				VENDOR 01-001777 TOTALS			635.50
01-002170	BUSINESS CARD	I-201011034884	212 5344-318	VEHICLE PARTS: CARQUEST		104726	85.86
01-002170	BUSINESS CARD	I-201011034884	212 5344-434	REPAIR OF VEH: DENNING AUTOMOTIVE		104726	61.42
01-002170	BUSINESS CARD	I-201011034884	212 5344-316	TOOLS & EQUIP: BRIGHTGUY		104726	278.37
01-002170	BUSINESS CARD	I-201011034884	212 5344-730	IMPROVEMENTS : GRAINGER		104726	47.50
				VENDOR 01-002170 TOTALS			473.15
01-002258	D & M ELECTRICAL	I-3824	212 5344-439	OTHER REPAIR : SERVICE AT PLANT		104774	300.00
				VENDOR 01-002258 TOTALS			300.00
01-002297	LAWSON PRODUCTS, INC.	I-9711356	212 5344-313	MEDICAL & SAF: RESPIRATOR		104809	28.57
01-002297	LAWSON PRODUCTS, INC.	I-9733676	212 5344-313	MEDICAL & SAF: HEADGEAR,FACE SHIELD		104809	69.34
				VENDOR 01-002297 TOTALS			97.91

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 344 WASTEWATER TREATMNT PLANT

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002558	CHEMCO INDUSTRIES, INC	I-51052	212 5344-312	CLEANING SUPP: CHEMCO INDUSTRIES, I		104763	164.40
							<hr/>
				VENDOR 01-002558	TOTALS		164.40
01-006610	CHEMSEARCH	I-788837	212 5344-313	MEDICAL & SAF: SPILL ABSORBANT		104764	234.87
							<hr/>
				VENDOR 01-006610	TOTALS		234.87
01-017000	FIRE EQUIPMENT SERVICE	I-97035	212 5344-439	OTHER REPAIR : EXTINGUISHER MNTCE		104785	228.25
							<hr/>
				VENDOR 01-017000	TOTALS		228.25
01-023800	CONSOLIDATED COMMUNICA	I-201011104987	212 5344-532	TELEPHONE : 101-0939		104771	88.25
01-023800	CONSOLIDATED COMMUNICA	I-201011104988	212 5344-532	TELEPHONE : 234-3016		104771	96.52
							<hr/>
				VENDOR 01-023800	TOTALS		184.77
01-024960	IL PLUMBING & HEATING	I-0042753-IN	212 5344-366	PLANT MTCE & : VALVE		104802	373.44
01-024960	IL PLUMBING & HEATING	I-0042922-IN	212 5344-366	PLANT MTCE & : REGULATOR		104802	305.25
							<hr/>
				VENDOR 01-024960	TOTALS		678.69
01-031402	M & M PUMP SUPPLY INC	I-595061	212 5344-366	PLANT MTCE & : TEE,TUBE		104814	10.14
01-031402	M & M PUMP SUPPLY INC	I-595315	212 5344-366	PLANT MTCE & : HYDRANT		104814	337.32
							<hr/>
				VENDOR 01-031402	TOTALS		347.46
01-035050	METZGER WELDING SERVIC	I-201011094910	212 5344-433	REPAIR OF MAC: WELD STUD		104822	18.75
							<hr/>
				VENDOR 01-035050	TOTALS		18.75
01-039210	VEOLIA ES SOLID WASTE	I-F50000223505	212 5344-460	OTHER PROPRT: SLUDGE DISPOSAL		104742	248.80
							<hr/>
				VENDOR 01-039210	TOTALS		248.80
01-039600	NEAL TIRE & AUTO SERVI	I-201011094911	212 5344-434	REPAIR OF VEH: TIRE REPAIRS		104829	460.70
							<hr/>
				VENDOR 01-039600	TOTALS		460.70

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 344 WASTEWATER TREATMNT PLANT

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-049003	XEROX CORPORATION	I-051257958	212 5344-814	COPY MACHINE	: COPIER LBP-271558	104860	56.51
VENDOR 01-049003 TOTALS							56.51

DEPARTMENT 344 WASTEWATER TREATMNT PLANT TOTAL: 7,945.40

01-002170	BUSINESS CARD	I-201011034884	212 5345-531	POSTAGE	: MATTOON POST OFC	104726	3.24
01-002170	BUSINESS CARD	I-201011034884	212 5345-531	POSTAGE	: MATTOON POST OFC	104726	3.24
01-002170	BUSINESS CARD	I-201011034884	212 5345-531	POSTAGE	: MATTOON POST OFC	104726	3.24
01-002170	BUSINESS CARD	I-201011034884	212 5345-531	POSTAGE	: EZ PARCEL	104726	11.25
01-002170	BUSINESS CARD	I-201011034884	212 5345-531	POSTAGE	: EZ PARCEL	104726	3.67
01-002170	BUSINESS CARD	I-201011034884	212 5345-531	POSTAGE	: MATTOON POST OFC	104726	3.24
01-002170	BUSINESS CARD	I-201011034884	212 5345-531	POSTAGE	: MATTOON POST OFC	104726	8.80
VENDOR 01-002170 TOTALS							36.68

01-009075	CUSD #2 TRANSPORTATION	I-201011105000	212 5345-326	FUEL	: PUBLIC WORKS 10/10 F	104773	2,769.14
01-009075	CUSD #2 TRANSPORTATION	I-201011105013	212 5345-730	IMPROVEMENTS	: LEAGAL/FINANCE 10/10	104773	34.18
VENDOR 01-009075 TOTALS							2,803.32

01-030000	KULL LUMBER CO	I-201011104982	212 5345-319	MISCELLANEOUS:	PATCH CABLE,TAPE,WRE	104807	14.47
VENDOR 01-030000 TOTALS							14.47

01-035266	MIDWEST METER INC	I-0021881-IN	212 5345-730	IMPROVEMENTS	: HAND PUMP	104824	88.00
VENDOR 01-035266 TOTALS							88.00

01-036600	NEAL TIRE SERVICE	I-201011104976	212 5345-319	MISCELLANEOUS:	TIRE REPAIRS	104830	80.00
VENDOR 01-036600 TOTALS							80.00

DEPARTMENT 345 ACCOUNTING & COLLECTION TOTAL: 3,022.47

01-001236	GLEN SLOAN	I-201011094943	212 5346-533	CELLULAR PHON:	NOVEMBER MOBILE	104844	50.00
VENDOR 01-001236 TOTALS							50.00

DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL: 50.00

VENDOR SET 212 SEWER FUND TOTAL: 13,375.01

REPORT GRAND TOTAL: 537,415.86

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG
2010-2011	110-5110-533	CELLULAR PHONE	100.00	1,200		49.11			
	110-5120-311	OFFICE SUPPLIES	361.23	2,120		1,248.40			
	110-5120-802	HUNTING/FISHING LIC. FEE R	30.50	1,750		1,292.00			
	110-5120-814	PRINT/COPY MACH. LEASE & M	363.35	4,925		2,012.42			
	110-5130-562	TRAVEL & TRAINING	695.32	2,500		5,057.26-	Y		
	110-5150-562	TRAVEL & TRAINING	15.00	2,860		2,755.11			
	110-5150-571	DUES & MEMBERSHIP	190.00	825		275.00			
	110-5160-340	BOOKS & PERIODICALS	512.58	5,500		2,253.44			
	110-5160-515	LABOR RELATIONS COUNSEL	1,307.20	15,000		622.29-	Y		
	110-5160-562	TRAVEL & TRAINING	800.75	2,100		1,137.75			
	110-5160-565	CELLULAR TELEPHONE REIMBUR	100.00	1,200		500.00			
	110-5170-516	TECHNOLOGY SUPPORT SERVIC	124.32	10,100		9,579.68			
	110-5170-562	TRAVEL & TRAINING	88.35	4,000		1,816.91			
	110-5170-854	WIDE AREA NETWORK WIRING A	88.25	2,200		1,054.45			
	110-5190-579	MISC OTHER PURCHASED SERVI	173.18	7,500		5,465.24			
	110-5211-315	UNIFORMS & CLOTHING	193.13	750		856.85-	Y		
	110-5211-316	TOOLS & EQUIPMENT	608.37	0		1,428.17-	Y		
	110-5211-319	MISCELLANEOUS SUPPLIES	26.69	1,250		171.94			
	110-5211-540	ADVERTISING	2.99	500		1,939.34-	Y		
	110-5211-573	LAUNDRY SERVICE	18.00	350		181.40			
	110-5211-814	PRINT/COPY MACH LEASE & MA	554.86	7,000		2,889.24			
	110-5212-319	MISCELLANEOUS SUPPLIES	173.97	2,500		861.72-	Y		
	110-5212-579	MISC OTHER PURCHASED SERVI	266.46	1,400		142.86			
	110-5213-319	MISCELLANEOUS SUPPLIES	69.35	4,000		1,499.85			
	110-5216-579	MISC OTHER PURCHASED SERVI	998.31	9,300		7,714.09			
	110-5217-330	FOOD	31.90	250		143.46			
	110-5221-562	TRAVEL & TRAINING	162.50	10,000		3,197.92			
	110-5222-311	OFFICE SUPPLIES	267.69	0		267.69-	Y		
	110-5222-532	TELEPHONE	1,510.20	26,000		9,214.85			
	110-5223-318	VEHICLE PARTS	63.35	2,500		1,892.61			
	110-5223-326	FUEL	4,555.22	70,000		37,506.86			
	110-5223-434	REPAIR OF VEHICLES	5,508.62	30,000		228.05			
	110-5224-312	CLEANING SUPPLIES	409.16	3,500		2,440.04			
	110-5224-321	NATURAL GAS & ELECTRIC (CI	2,221.07	90,000		55,477.40			
	110-5224-435	ELEVATOR SERVICE AGREEMEN	610.46	8,000		3,726.78			
	110-5241-312	CLEANING SUPPLIES	172.39	4,000		2,288.15			
	110-5241-313	MEDICAL & SAFETY SUPPLIES	170.80	8,000		4,524.75			
	110-5241-315	UNIFORMS & CLOTHING	326.94	5,050		3,612.31			
	110-5241-316	TOOLS & EQUIPMENT	182.89	18,300		4,066.12			
	110-5241-319	MISCELLANEOUS SUPPLIES	70.90	4,000		2,572.75			
	110-5241-321	NATURAL GAS & ELECTRIC	250.66	10,000		6,837.40			
	110-5241-326	FUEL	1,650.40	17,500		9,345.61			
	110-5241-410	UTILITY SERVICES	134.74	1,200		571.50			
	110-5241-432	REPAIR OF BUILDINGS	15.37	8,800		8,305.50			
	110-5241-433	REPAIR OF MACHINERY	217.45	11,300		6,202.68			
	110-5241-434	REPAIR OF VEHICLES	113.78	15,555		11,498.21			
	110-5241-532	TELEPHONE	215.78	4,280		2,022.56			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER
	110-5241-533	CELLULAR PHONE	100.00	1,200	500.00				
	110-5241-562	TRAVEL & TRAINING	1,238.00	23,175	15,610.06				
	110-5241-571	DUE & MEMBERSHIPS	300.00	850	87.50-	Y			
	110-5241-814	PRINT/COPY MACH LEASE & MA	17.49	500	315.65				
	110-5243-319	MISCELLANEOUS SUPPLIES	61.79	2,000	476.61				
	110-5261-319	MISCELLANEOUS SUPPLIES	4.99	300	154.13				
	110-5261-340	BOOKS & PERIODICALS	40.00	1,084	1,044.50				
	110-5261-533	CELLULAR PHONE	136.58	1,200	460.39				
	110-5261-564	PRIVATE VEHICLE EXP REIMB	172.50	2,000	1,015.00				
	110-5261-577	DEMOLITION SERVICES	134.14	15,000	2,739.56				
	110-5310-311	OFFICE SUPPLIES	284.73	600	1,133.67-	Y			
	110-5310-519	OTHER PROFESSIONAL SERVICE	307.00	1,500	544.94-	Y			
	110-5310-564	PRIVATE VEHICLE EXP REIMB	8.95	300	248.85				
	110-5320-311	OFFICE SUPPLIES	186.98	1,000	688.03				
	110-5320-316	TOOLS AND EQUIPMENT	153.56	4,000	2,587.68				
	110-5320-318	VEHICLE PARTS	1,372.76	15,000	3,137.59				
	110-5320-319	MISCELLANEOUS SUPPLIES	541.83	3,500	3,658.06-	Y			
	110-5320-321	NATURAL GAS & ELECTRIC	218.07	19,000	14,770.51				
	110-5320-326	FUEL	2,769.14	38,000	20,940.15				
	110-5320-433	REPAIR OF MACHINERY	299.26	15,000	7,357.05				
	110-5320-434	REPAIR OF VEHICLES	844.32	7,000	2,227.09				
	110-5320-440	RENTALS	120.06	4,000	3,579.94				
	110-5326-321	NATURAL GAS & ELECTRIC (CI	42.75	0	1,042.39-	Y			
	110-5331-318	VEHICLE PARTS	1,445.94	5,000	3,105.33-	Y			
	110-5335-318	VEHICLE PARTS	2,468.04	10,000	1,038.34				
	110-5338-421	DISPOSAL SERVICES	1,494.15	0	10,462.61-	Y			
	110-5370-316	TOOLS & EQUIPMENT	4.48	1,000	570.54				
	110-5381-321	NATURAL GAS & ELECTRIC	1,076.96	35,000	19,616.87				
	110-5381-410	UTILITY SERVICES	236.30	2,500	1,125.66				
	110-5381-432	REPAIR OF BUILDINGS	133.41	2,500	1,059.65				
	110-5381-435	ELEVATOR SERVICE AGREEMEN	179.62	2,500	795.25				
	110-5381-460	OTHER PROP MAINT SERVICES	320.00	1,000	1,890.00-	Y			
	110-5383-321	NATURAL GAS & ELECTRIC	203.56	7,000	4,869.02				
	110-5384-321	NATURAL GAS & ELECTRIC	73.10	0	993.26-	Y			
	110-5388-321	NATURAL GAS & ELECTRIC	31.85	300	129.23				
	110-5505-579	MISC OTHER PURCHASED SERVI	1,100.00	5,000	1,203.56				
	110-5511-316	TOOLS & EQUIPMENT	9.98	6,000	3,776.94				
	110-5511-326	FUEL	1,170.41	13,000	6,311.03				
	110-5511-532	TELEPHONE	69.82	1,000	581.18				
	110-5541-319	MISCELLANEOUS SUPPLIES	1,006.27	10,000	4,382.26				
	110-5541-321	NATURAL GAS & ELECTRIC	486.67	15,000	11,500.06				
	110-5541-352	AGGREGATE SURFACE COAT	171.55	200	28.45				
	110-5541-432	REPAIR OF BUILDINGS	140.91	7,500	1,317.10				
	110-5542-319	MISCELLANEOUS SUPPLIES	826.74	2,500	1,060.84				
	110-5542-321	NATURAL GAS & ELECTRIC (CI	41.75	3,500	2,757.12				
	110-5551-319	MISCELLANEOUS SUPPLIES	8.66	2,500	391.17				
	110-5551-352	AGGREGATE SURFACE COAT	364.98	1,000	635.02				
	110-5553-319	MISCELLANEOUS SUPPLIES	485.04	3,000	1,799.51				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG
	110-5555-321	NATURAL GAS & ELECTRIC (CI	71.78	1,000	313.92				
	110-5561-319	MISCELLANEOUS SUPPLIES	126.00	1,000	11.52				
	110-5561-322	ELECTRICITY	769.21	12,000	3,344.93				
	110-5561-352	AGGREGATE SURFACE COAT	508.07	1,000	491.93				
	110-5561-410	UTILITY SERVICES	259.80	2,500	1,812.74-	Y			
	110-5562-319	MISCELLANEOUS SUPPLIES	79.53	1,000	119.67				
	110-5562-322	ELECTRICITY	750.77	13,000	4,214.33				
	110-5562-410	UTILITY SERVICES	169.80	2,000	728.83-	Y			
	110-5563-322	ELECTRICITY	322.44	4,000	1,399.62-	Y			
	110-5563-410	UTILITY SERVICES	67.65	1,000	671.20-	Y			
	110-5563-576	SECURITY SERVICES	45.00	800	273.70				
	110-5564-410	UTILITY SERVICES	13.20	200	26.24				
	110-5570-311	SUPPLIES	112.19	1,000	457.59				
	110-5570-316	TOOLS & EQUIPMENT	682.95	1,500	791.07				
	110-5570-321	UTILITIES	225.79	6,000	3,296.41				
	110-5570-326	FUEL	77.70	4,500	2,439.95				
	110-5570-433	REPAIR OF MACHINERY	27.00	4,500	1,075.93				
	110-5570-730	IMPROVMENTS OTHER THAN BLD	60.00	0	8,046.54-	Y			
	110-5651-571	DUES & MEMBERSHIPS	5,000.00	60,000	25,000.00				
	110-5752-817	DEBT SERVICES	1,288.89	15,467	6,444.77				
	122-5653-533	CELLULAR PHONE	43.29	700	93.66-	Y			
	122-5653-561	BUSINESS MEETING EXPENSE	390.06	3,000	1,806.73				
	122-5653-562	TRAVEL & TRAINING	910.03	8,500	6,647.17				
	122-5653-572	COMMUNITY PROMOTION & RELA	167.06	14,250	13,598.16				
	122-5653-863	COMPUTERS	124.32	1,200	390.12-	Y			
	123-5586-319	MISCELLANEOUS SUPPLIES	18.63	1,000	944.41				
	123-5586-531	POSTAGE	22.00	150	128.00				
	123-5586-831	PARADES	82.45	1,640	1,557.55				
	125-5150-527	SELF INSURED RETENTION/DED	9,823.39	20,000	25,476.62-	Y			
	128-5604-825	TIF GRANTS	2,687.00	100,000	43,847.41-	Y			
	128-5604-908	PARKING LOTS	35.76	200,000	192,167.47				
	130-5321-730	IMPROVEMENTS OTHER THAN BL	67,948.36	2,250,000	1,981,274.38				
	130-5384-720	IC DEPOT RESTORATION	353.73	600,000	286,953.21				
	130-5608-577	YMCA LAND ACQUISITION	100,598.67	500,000	378,962.59				
	211-5351-321	NATURAL GAS & ELECTRIC	102.95	3,500	2,868.62				
	211-5351-460	OTHER PROPERTY MAINT. SVCS	2,264.86	25,000	5,602.71				
	211-5353-312	CLEANING SUPPLIES	4.68	500	31.54-	Y			
	211-5353-314	CHEMICALS	8,702.84	250,000	121,949.72				
	211-5353-316	TOOLS & EQUIPMENT	111.85	1,000	601.26				
	211-5353-318	VEHICLE PARTS	4.99	200	99.92				
	211-5353-319	MISCELLANEOUS SUPPLIES	279.70	15,000	8,159.95				
	211-5353-321	NATURAL GAS & ELECTRIC	621.25	45,000	22,435.48				
	211-5353-435	ELEVATOR SERVICE AGREEMENT	221.97	2,700	1,071.21				
	211-5353-460	OTHER PROPERTY MAINT. SERV	173.44	1,500	680.12				
	211-5353-519	OTHER PROFESSIONAL SERVICE	27.24	0	2,673.74-	Y			
	211-5353-532	TELEPHONE	207.88	2,500	1,256.54				
	211-5353-814	PRINTING & COPY MACHINE LE	17.49	500	303.91				
	211-5354-316	TOOLS & EQUIPMENT	116.36	2,000	443.79				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER
	211-5354-318	VEHICLE PARTS	672.40	8,000	1,412.81				
	211-5354-319	MISCELLANEOUS SUPPLIES	80.00	1,500	431.68-	Y			
	211-5354-321	NATURAL GAS & ELECTRIC	83.06	20,000	14,946.92				
	211-5354-363	BACKFILL & SURFACE MATERIA	1,050.00	20,000	14,807.75				
	211-5354-371	WATER PIPE	133.00	10,000	7,738.37				
	211-5354-375	LEAK REPAIR MATERIALS	16.60	5,000	3,347.31				
	211-5354-434	REPAIR OF VEHICLES	805.12	5,000	2,458.50				
	211-5355-326	FUEL	2,769.14	35,000	15,533.68				
	211-5355-730	IMPROVEMENTS OTHER THAN BL	50.00	75,000	13,599.20-	Y			
	211-5355-814	PRINTING/COPY MACH LEASE/M	210.44	0	1,115.05-	Y			
	211-5356-511	PLANNING & DESIGN SERVICES	556.94	40,000	35,933.06				
	211-5356-533	CELLULAR PHONE	50.00	1,100	800.00				
	211-5731-817	DEBT SERVICES	261,214.61	522,429	0.22-	Y			
	212-5342-316	TOOLS & EQUIPMENT	91.39	1,500	883.89				
	212-5342-318	VEHICLE PARTS	636.76	15,000	3,232.83				
	212-5342-369	OTHER SEWER MTCE SUPPLIES	22.48	9,000	7,931.65				
	212-5342-434	REPAIR OF VEHICLES	805.14	2,500	673.57-	Y			
	212-5343-321	NATURAL GAS & ELECTRIC (AM	801.37	36,000	21,785.42				
	212-5344-312	CLEANING SUPPLIES	164.40	1,500	633.97				
	212-5344-313	MEDICAL & SAFETY SUPPLIES	332.78	2,500	1,954.57				
	212-5344-316	TOOLS & EQUIPMENT	278.37	7,000	2,638.96				
	212-5344-318	VEHICLE PARTS	113.16	1,500	1,080.34				
	212-5344-321	NATURAL GAS & ELECTRIC (AM	3,503.08	320,000	202,511.20				
	212-5344-366	PLANT MTCE & REPAIR MATERI	1,026.15	40,000	28,518.71				
	212-5344-433	REPAIR OF MACHINERY	18.75	40,000	19,986.23				
	212-5344-434	REPAIR OF VEHICLES	522.12	5,000	1,187.65				
	212-5344-439	OTHER REPAIR & MNTCE SERVI	1,303.75	25,000	5,157.85				
	212-5344-460	OTHER PROPERTY MTCE SERVIC	248.80	30,000	12,782.87				
	212-5344-532	TELEPHONE	330.03	6,000	2,436.47				
	212-5344-730	IMPROVEMENTS OTHER THAN BL	47.50	300,000	274,013.52				
	212-5344-814	COPY MACHINE	56.51	1,000	658.30				
	212-5345-319	MISCELLANEOUS SUPPLIES	94.47	250	111.71				
	212-5345-326	FUEL	2,769.14	35,000	18,258.16				
	212-5345-531	POSTAGE	36.68	16,000	7,128.48				
	212-5345-730	IMPROVEMENTS OTHER THAN BL	122.18	75,000	10,318.61-	Y			
	212-5346-533	CELLULAR PHONE	50.00	1,100	309.91				
		TOTAL:	537,415.86						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110-110	CITY COUNCIL	100.00
110-120	CITY CLERK	755.08

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110-130	CITY ADMINISTRATOR	695.32
110-150	FINANCIAL ADMINISTRATION	205.00
110-160	LEGAL SERVICES	2,720.53
110-170	COMPUTER INFO SYSTEMS	300.92
110-190	COUNCIL CONTINGENCY	173.18
110-211	POLICE ADMINISTRATION	1,404.04
110-212	CRIMINAL INVESTIGATION	440.43
110-213	PATROL	69.35
110-216	POLICE RECORDS	998.31
110-217	CUSTODY OF PRISONERS	31.90
110-221	POLICE TRAINING	162.50
110-222	COMMUNICATION SERVICES	1,777.89
110-223	AUTOMOTIVE SERVICES	10,127.19
110-224	POLICE BUILDINGS	3,240.69
110-241	FIRE PROTECTION ADMIN.	5,177.59
110-243	FIRE PREVENTION	61.79
110-261	CODE ENFORCEMENT ADMIN	488.21
110-310	PUBLIC WORKS ADMIN	600.68
110-320	STREETS	6,505.98
110-326	STREET LIGHTING	42.75
110-331	STREET CLEANING	1,445.94
110-335	YARD WASTE COLLECTION	2,468.04
110-338	REFUSE COLLECT & DISPOSAL	1,494.15
110-370	CONSTRUCTION INSPECTION	4.48
110-381	CUSTODIAL SERVICES	1,946.29
110-383	BURGESS OSBORNE	203.56
110-384	RAILROAD DEPOT	73.10
110-388	GARMENT FACTORY	31.85
110-505	ARTS COUNCIL	1,100.00
110-511	PARK ADMINISTRATION	1,250.21
110-541	PETERSON PARK	1,805.40
110-542	LAWSON PARK	868.49
110-551	BOYS COMPLEX	373.64
110-553	JR FOOTBALL COMPLEX	485.04
110-555	KINZEL FIELD	71.78
110-561	EAST CAMPGROUND	1,663.08
110-562	WEST CAMPGROUND	1,000.10
110-563	MARINA AREA	435.09
110-564	BEACH AREA	13.20
110-570	DODGE GROVE CEMETERY	1,185.63
110-651	ECONOMIC DEVELOPMENT	5,000.00
110-752	KAL KAN WTR/SWR EXT	1,288.89

110 TOTAL	GENERAL FUND	60,287.29
122-653	HOTEL TAX ADMINISTRATION	1,634.76

122 TOTAL	HOTEL TAX FUND	1,634.76
123-586	LIGHTWORKS	123.08

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT

123 TOTAL	FESTIVAL MGMT FUND	123.08
125-150	FINANCIAL ADMINISTRATION	9,823.39

125 TOTAL	INSURANCE & TORT JDGMNT	9,823.39
128-604	MIDTOWN TIF DISTRICT	2,722.76

128 TOTAL	MIDTOWN TIF FUND	2,722.76
130-321	STREETS	67,948.36
130-384	RAILROAD DEPOT	353.73
130-608	YMCA LAND ACQUISITION	100,598.67

130 TOTAL	CAPITAL PROJECT FUND	168,900.76
211-351	RESERVOIRS & WTR SOURCES	2,367.81
211-353	WATER TREATMENT PLANT	10,373.33
211-354	WATER DISTRIBUTION	2,956.54
211-355	ACCOUNTING & COLLECTION	3,029.58
211-356	ADMINISTRATIVE & GENERAL	606.94
211-731	DEBT SERVICE	261,214.61

211 TOTAL	WATER FUND	280,548.81
212-342	SEWER COLLECTION SYSTEM	1,555.77
212-343	SEWER LIFT STATIONS	801.37
212-344	WASTEWATER TREATMNT PLANT	7,945.40
212-345	ACCOUNTING & COLLECTION	3,022.47
212-346	ADMINISTRATIVE & GENERAL	50.00

212 TOTAL	SEWER FUND	13,375.01

	** TOTAL **	537,415.86

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
801 Mid-Town TIF Projects	100 TIF GRANTS	2,687.00
	** PROJECT 801 TOTAL **	2,687.00

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: MFTBK

FUND : 121 MOTOR FUEL TAX FUND

DEPARTMENT: 321 STREETS

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001686	ALLIED MUNICIPAL SUPPL	I-12227	121 5321-356	STREET SIGNS	: STREET SIGNS	104862	246.93
						VENDOR 01-001686 TOTALS	246.93
01-022400	HOWELL ASPHALT CO	I-7466MB	121 5321-353	BITUMINOUS PA:	COLDMIX	104864	225.40
01-022400	HOWELL ASPHALT CO	I-7467MB	121 5321-353	BITUMINOUS PA:	COLDMIX	104864	244.30
01-022400	HOWELL ASPHALT CO	I-7468MB	121 5321-353	BITUMINOUS PA:	COLDMIX	104864	788.20
						VENDOR 01-022400 TOTALS	1,257.90
						DEPARTMENT 321 STREETS	TOTAL: 1,504.83
01-030000	KULL LUMBER CO	I-201011094960	121 5323-351	CONCRETE	: LUMBER	104865	66.50
						VENDOR 01-030000 TOTALS	66.50
						DEPARTMENT 323 SIDEWALKS & CROSSWALKS	TOTAL: 66.50
01-001070	AMEREN ILLINOIS	I-201011094938	121 5326-321	NATURAL GAS &:	ADD'L CURRENT	104863	494.34
						VENDOR 01-001070 TOTALS	494.34
						DEPARTMENT 326 STREET LIGHTING	TOTAL: 494.34
						VENDOR SET 121 MOTOR FUEL TAX FUND	TOTAL: 2,065.67
						REPORT GRAND TOTAL:	2,065.67

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
2010-2011	121-5321-353	BITUMINOUS PATCHING	1,257.90	66,000	13,555.57				
	121-5321-356	STREET SIGNS	246.93	2,200	442.07				
	121-5323-351	CONCRETE	66.50	1,200	276.66				
	121-5326-321	NATURAL GAS & ELECTRIC	494.34	165,000	107,481.27				
		TOTAL:	2,065.67						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
121-321	STREETS	1,504.83
121-323	SIDEWALKS & CROSSWALKS	66.50
121-326	STREET LIGHTING	494.34

121 TOTAL	MOTOR FUEL TAX FUND	2,065.67

	** TOTAL **	2,065.67

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: RLFBN

FUND : 127 REVOLVING LOAN FUND

DEPARTMENT: 652 REVOLVING LOANS

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008200	COLES CO REGIONAL PLAN I-4577		127 5652-519	OTHER PROFESS: SEPT 10 RLF BILLING		104866	90.00
						VENDOR 01-008200 TOTALS	90.00
						DEPARTMENT 652 REVOLVING LOANS TOTAL:	90.00
						VENDOR SET 127 REVOLVING LOAN FUND TOTAL:	90.00
						REPORT GRAND TOTAL:	90.00

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2010-2011	127-5652-519	OTHER PROFESSIONAL SERVICE	90.00	2,000	1,910.00				
		TOTAL:	90.00						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
127-652	REVOLVING LOANS	90.00
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127 TOTAL	REVOLVING LOAN FUND	90.00
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	** TOTAL **	90.00

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: EHBK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 412 HEALTH PLAN ADMIN

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000222	CERIDIAN	I-331885158	221 5412-211	HEALTH PLAN A:	OCTOBER COBRA	104861	37.86
						VENDOR 01-000222 TOTALS	37.86
						DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL:	37.86
01-000236	PERSONAL CARE	I-201011094918	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	25,067.58
						VENDOR 01-000236 TOTALS	25,067.58
						DEPARTMENT 413 MEDICAL CLAIMS TOTAL:	25,067.58
01-000236	PERSONAL CARE	I-201011094918	221 5414-211	RX CLAIMS	: PERSONAL CARE	000000	11,182.65
						VENDOR 01-000236 TOTALS	11,182.65
						DEPARTMENT 414 RX CLAIMS TOTAL:	11,182.65
						VENDOR SET 221 HEALTH INSURANCE FUND TOTAL:	36,288.09
						REPORT GRAND TOTAL:	36,288.09

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG
2010-2011	221-5412-211	HEALTH PLAN ADMINISTRATION	37.86	145,000		79,239.74			
	221-5413-211	MEDICAL CLAIMS	25,067.58	1,407,139		586,840.84			
	221-5414-211	RX CLAIMS	11,182.65	525,000		239,771.13			
		TOTAL:	36,288.09						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	37.86
221-413	MEDICAL CLAIMS	25,067.58
221-414	RX CLAIMS	11,182.65

221 TOTAL	HEALTH INSURANCE FUND	36,288.09

	** TOTAL **	36,288.09

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: DDBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 415 DENTAL CLAIMS

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

PAY DATE RANGE: 11/01/2010 THRU 11/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL	I-201011094902	221 5415-211	DENTAL CLAIMS:	DENTAL CLAIMS 10/28-	000000	3,081.97
01-000276	DELTA DENTAL	I-201011094936	221 5415-211	DENTAL CLAIMS:	DENTAL CLAIMS 11/4-1	000000	1,606.16
						VENDOR 01-000276 TOTALS	4,688.13

DEPARTMENT 415 DENTAL CLAIMS TOTAL: 4,688.13

VENDOR SET 221 HEALTH INSURANCE FUND TOTAL: 4,688.13

REPORT GRAND TOTAL: 4,688.13

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
2010-2011	221-5415-211	DENTAL CLAIMS	4,688.13	100,000	54,011.65				
		TOTAL:	4,688.13						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-415	DENTAL CLAIMS	4,688.13
221 TOTAL	HEALTH INSURANCE FUND	4,688.13
	** TOTAL **	4,688.13

NO ERRORS

										-----DEPOSIT-----	
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT--	-----MESSAGE-----		
06-22910-14	YOUNG, CHRISTOPHER N	11/09/10	FINAL BILL	104745	9.81CR	100	34504	60.00CR			
08-05200-03	MACLIN, GREGORY D	11/09/10	FINAL BILL	104746	50.73CR	100	33921	60.00CR			
23-12520-16	OVERSTREET, JR DAVID L	11/09/10	FINAL BILL	104747	32.65CR	100	36095	60.00CR			

						-----DEPOSIT-----			
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT--	---MESSAGE---
04-11500-09	STORM, DOLORES J	11/03/10	FINAL BILL	104733	55.01CR	100	34514	60.00CR	
05-13100-07	LOVELL, ASHLEY D	11/03/10	FINAL BILL	104734	24.06CR	100	34329	60.00CR	
13-02300-03	PLATZ, TIM & PEGGY	11/03/10	FINAL BILL	104735	31.03CR	100	35804	60.00CR	
14-18800-03	STRONG, TROY F	11/03/10	FINAL BILL	104736	25.29CR	100	33159	60.00CR	
29-00500-05	STEFFENS, LOTUS E	11/03/10	FINAL BILL	104737	33.13CR	100	36079	60.00CR	
32-06010-13	WRIGHT, WILLIAM R	11/03/10	FINAL BILL	104738	19.09CR	100	32771	60.00CR	

UNFINISHED BUSINESS:

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1406

AN ORDINANCE APPROVING A VARIANCE FROM THE PARKING REQUIREMENTS, OF THE ZONING ORDINANCE OF THE MUNICIPALITY, ON REAL ESTATE KNOWN AS 2916 MARSHALL AVENUE.

WHEREAS, there has been filed a written Petition by Midwest Property Management, LLC, PMC Property Management, LLC, and First Trust & Savings Bank, for a variance, respecting the property legally described as:

Lot 3 and Lot 2, except the North 10 feet, and the West 1/3 of Lots 1 and 4 all in Bloct 163 of Noyes' Addition to the City of Mattoon, Coles County, IL.

And;

Lot 1 and Lot 3 and Lot 4 in Block 164 in Noyes' Addition to the City of Mattoon, Coles County, IL.

WHEREAS, said petition requests a variance be granted from the parking requirements, and believe a variance would not be detriment to the general public interests or to the premises; and

WHEREAS, the Planning Commission held a public hearing on said petition on October 26th, 2010; and

WHEREAS, said Petition was considered by the Planning Commission on October 26th, 2010; and was recommended that the Petition be allowed, and that a variance be granted from the parking requirements of the zoning ordinance.

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

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

Section 2. A variance is hereby granted from the parking requirements of the Zoning Ordinance of the City of Mattoon, to allow 90 parking spaces to be provided on the above described properties.

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

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

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

Recorded in the Municipality's Records on _____, 2010.



STAFF REPORT
October 7, 2010

The applicants are requesting a variance on the number of parking space required for printing establishments and warehousing, with a proposed expansion of the existing building.

Applicants

Midwest Property Management, LLC
PMC Property Management, LLC
First Trust & Savings Bank

Location

The subject property is located at 2916 – 3020 Marshall Ave. and 2913-2921 Marshall Ave.

Description of Property and Surrounding Uses

LOCATION	ZONING	LAND USE
Applicant Property	I, C4	Industrial, General Commercial
North	I	Industrial
South	C3	Service Commercial
East	I, C4	Industrial, General Commercial
West	I, C4	Industrial, General Commercial

Comprehensive Plan

The subject property was designated Industrial being located between the Railroad and IL State Route 16.

Review Comments

The Zoning Ordinance requires 198 parking space per the square footage of building, number of employees and business vehicles.

They show 66 spaces on the proposed site and they own lots across Marshall Avenue that could be made to park at least an addition 20 to 30 spaces.

Staff Recommendation

On a favorable recommendation of a variance, the following condition should be considered.

1. The property across Marshall Ave. be developed to hold an additional 20-30 parking spaces, if the proposed construction is built without acquiring addition land.

ATTACHMENTS

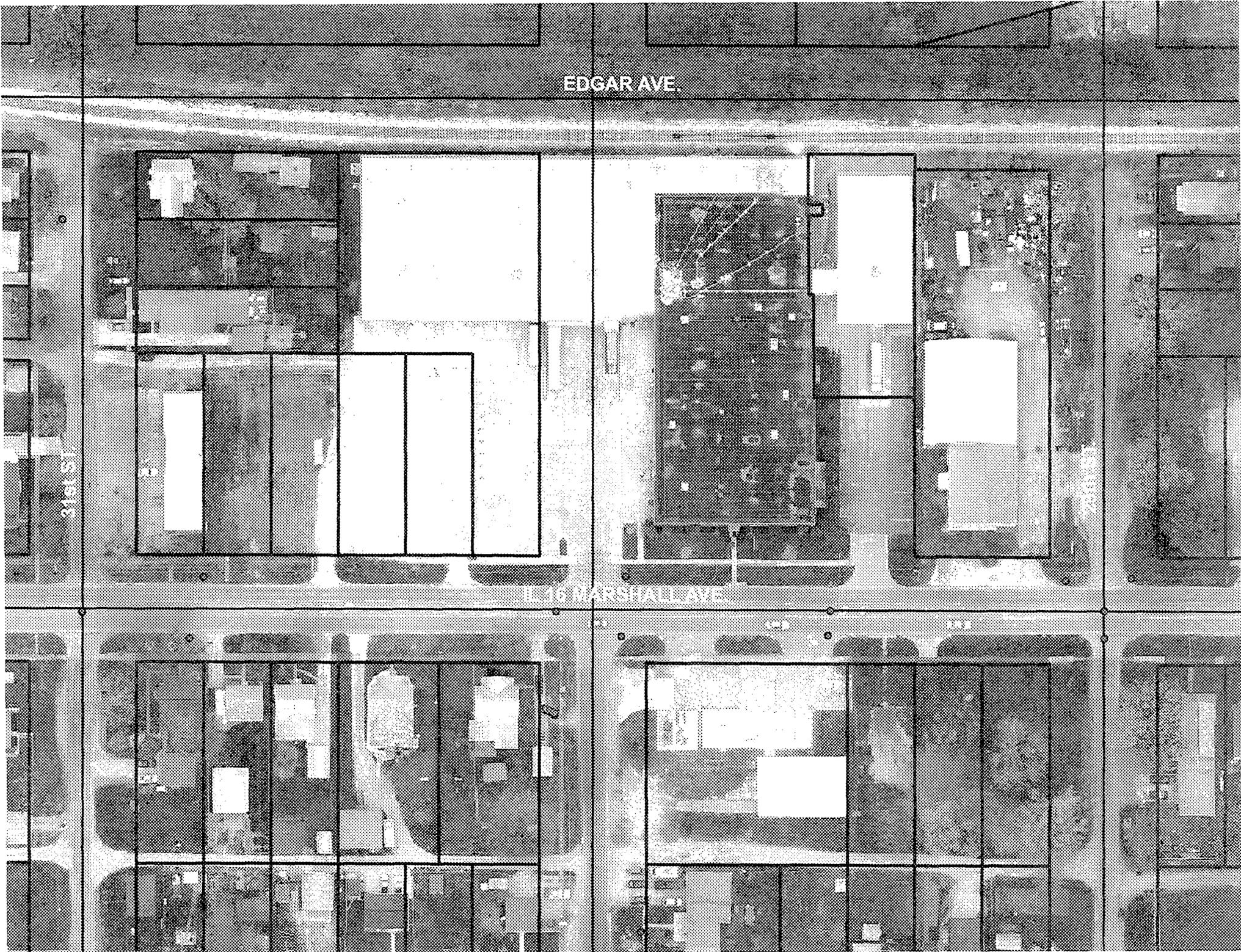
1. Aerial Photo

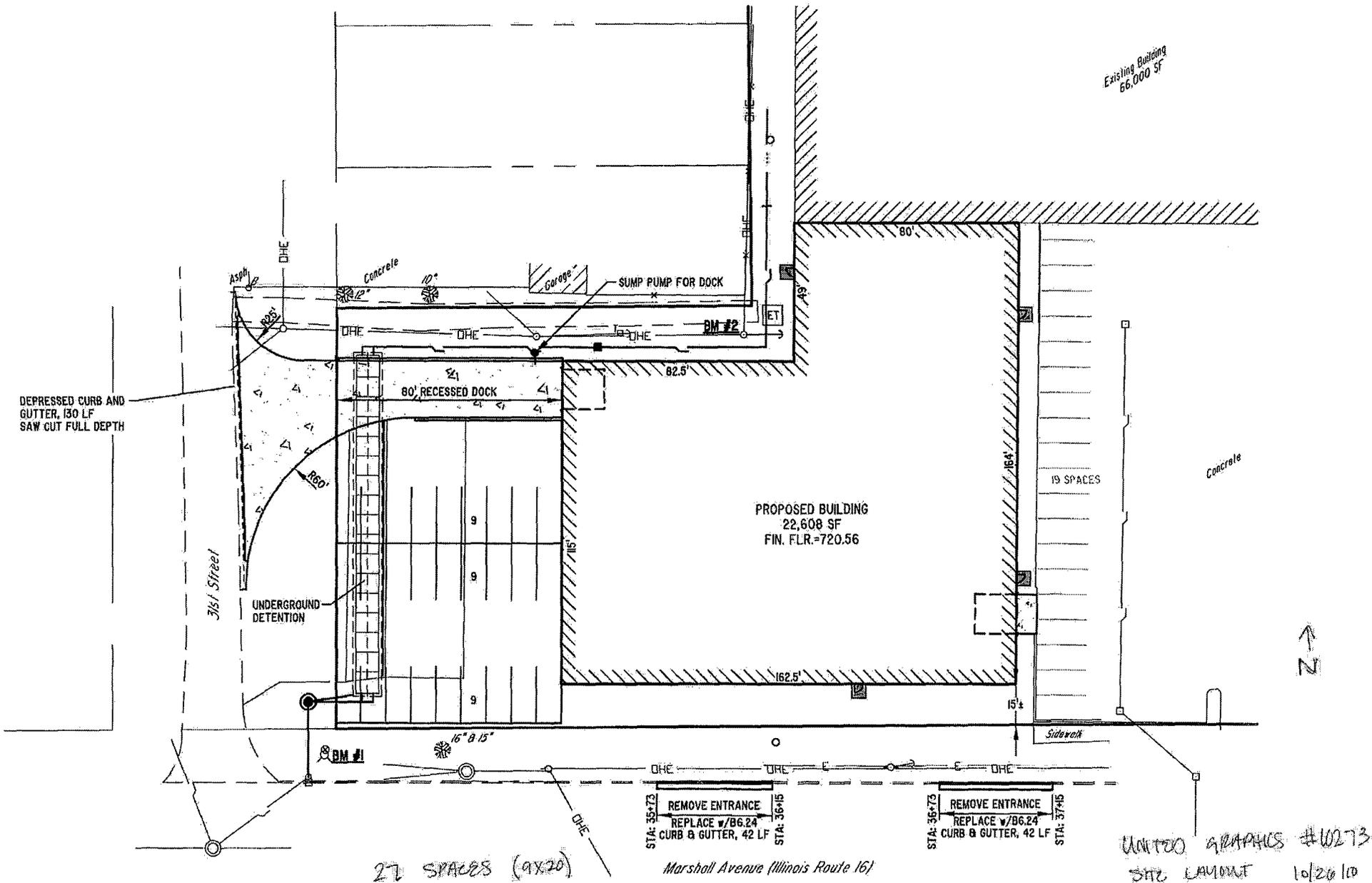
EDGAR AVE.

IL 16 MARSHALL AVE.

21st St

21st St





Proposal

Curry Construction, Inc.
1209 N. Rt. 45, P.O. Box 1053
Mattoon, IL 61938
Phone: 217-234-2250
Fax: 217-234-2270

Proposal Submitted To: City of Mattoon Sue McLaughlin Address: City, State and Zip Code Mattoon, IL Architect:	Phone: _____ Date: 11/3/2010 Fax: _____ Job Name: Rock Subbase Job Location: YMCA Parking Lot
---	--

We hereby submit specifications and estimates for:

Rock Subbase

1. Remove unsuitable subbase material ranging from 6" to 12" deep as recommended by the soils engineer.
2. Furnish and install 2" oversize stone.

Total: 314 CY x \$50.00 / CY = \$15,700.00

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Fifteen Thousand Seven Hundred dollars \$ **15,700.00**

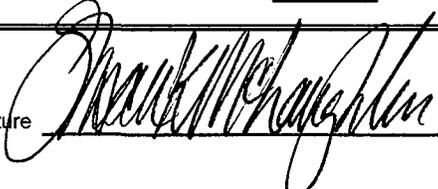
Payment to be made as follows:
Net 30 days from invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____
Brock Ashley
 Note: This proposal may be withdrawn by us if not accepted within 14 days.

ACCEPTANCE OF PROPOSAL -
 The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 11-4-10

Signature: 

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1410

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

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

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

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

WHEREAS, Dolores Brumleve has made an offer to purchase the property for \$10,500.00; and

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

WHEREAS, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$10,500.00 was the fair market value of the real estate as of November 2, 2010, a copy of which is attached hereto and incorporated herein by this reference; and

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

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

Section 1. The city attorney is authorized to prepare closing documents and the Acting Mayor and City Clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 2 of this ordinance to Dolores Brumleve, subject to a payment of \$10,500.00 plus associated costs. The purchase price will be due at closing.

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

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

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

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

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010.

Timothy D. Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

Recorded in the Municipality's Records on _____, 2010.

APPRAISAL REPORT

OF



2153 Primrose Lane
Mattoon, IL 61938

PREPARED FOR

Preston Owen
City of Mattoon
208 North 19th Street
Mattoon, IL

AS OF

November 2, 2010

PREPARED BY

Gordon Appraisal Service, Inc.
1601 Broadway Avenue, Suite 10
Mattoon, IL 61938

Summary Report

LAND APPRAISAL REPORT

IDENTIFICATION
Borrower Client: City of Mattoon
Property Address 2153 Primrose Lane
City Mattoon County Coles State IL Zip Code 61938
Legal Description Lot 67, Lake Paradise Subdivision
Sale Price \$ N/A Date of Sale 11-02-10 Loan Term N/A yrs. Property Rights Appraised [X] Fee [] Leasehold [] De Minimis PUD
Actual Real Estate Taxes \$ N/A (yr) Loan Charges to be paid by seller \$ N/A Other Sales Concessions N/A
Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL
Occupant Dolores Brumleve Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

NEIGHBORHOOD
Location [] Urban [] Suburban [X] Rural
Built Up [X] Over 75% [] 25% to 75% [] Under 25%
Growth Rate [X] Fully Dev. [] Rapid [] Steady [] Slow
Property Values [X] Increasing [X] Stable [] Declining
Demand/Supply [] Shortage [X] In Balance [] Oversupply
Marketing Time [] Under 3 Mos. [X] 3-6 Mos. [] Over 6 Mos.
Present Land Use 100 %1 Family %2-4 Family % Apts % Condo % Commercial
Change In Present Land Use [X] Not Likely [] Likely(*) [] Taking Place (*)
Predominate Occupancy [X] Owner [] Tenant % Vacant
Single Family Price Range \$ 25,000 to \$ 100,000 Predominant Value \$ 60,000
Single Family Age 30 yrs to 70 yrs. Predominant Age 50 yrs

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): See Attached Comments.....

SITE
Dimensions 50.57 x 120.57 x 74.31 x 45.66 x 74.31 x 59.94 x 55.14 = 7,844 SqFt
Zoning Classification Restrictive Covenants Present Improvements [X] do [] do not conform to zoning regulations
Highest and best use [X] Present use [] Other (specify)
Elec. [X] Public [] Other (Describe) OFF SITE IMPROVEMENTS Topo Gently sloping
Gas [X] Street Access [X] Public [] Private Size Typical for neighborhood
Water [X] Surface Oil & Chip Shape Irregular (See Attached Plat)
San. Sewer [X] Maintenance [X] Public [] Private View Lake Paradise - Lake Front
[] Storm Sewer [] Curb/Gutter Drainage Adequate
[] Underground Elect. & Tel. [] Sidewalk [] Street Lights Is the property located in a HUD identified Special Flood Hazard Area? [X] No [] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): There are no apparent adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.) visually apparent to the appraiser. THIS SITE IS VALUED AS IF VACANT WITH NO SEPTIC SYSTEM, NO BUILDINGS, AND NO SITE IMPROVEMENTS.

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

MARKET DATA ANALYSIS
Table with 5 columns: SUBJECT PROPERTY, COMPARABLE NO.1, COMPARABLE NO.2, COMPARABLE NO.3. Rows include Address, Proximity to Subject, Sales Price, Price / P/SF, Data Source, Date of Sale and Time Adjustment, Location, Site/View, Topography, Utilities, Zoning, Bldg. Improvements, Sales or Financing Concessions, Net Adj.(Total), Indicated Value of Subject.

Comments on Market Data These sales are located in the subject neighborhood. The sales are adjusted for size and lake view or lake frontage.

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

Final Reconciliation: Each of these sales are given strong weight in the reconciliation value.

RECONCILIATION
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 2, 2010 to be \$ 10,500
Appraiser(s) Stanley D. Gordon, CREA
Date Report Signed November 2, 2010
State Certification # State IL
Or State License # 553-000262 State
Expiration Date of License or Certification 09-30-11

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

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

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

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.
6. There have been no previous sales of the subject property and the sales comparables within the last 12 months.

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

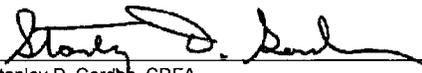
1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

<p>APPRAISER</p> <p>Signature <u></u> Name <u>Stanley D. Gordon, CREA</u> Company Name <u>Gordon Appraisal Service, Inc.</u> Company Address <u>1601 Broadway Avenue, Suite 10</u> <u>Mattoon, IL 61938</u> Telephone Number <u>217-235-4789</u> Email Address <u>stan@gordonappraisalsinc.com</u> Date of Signature and Report <u>November 2, 2010</u> Effective Date of Appraisal <u>November 2, 2010</u> State Certification # _____ or State License # <u>553-000262</u> or Other (describe) _____ State # _____ State <u>IL</u> Expiration Date of Certification or License <u>09-30-11</u></p> <p>ADDRESS OF PROPERTY APPRAISED <u>2153 Primrose Lane</u> <u>Mattoon, IL 61938</u></p> <p>APPRAISED VALUE OF SUBJECT PROPERTY \$ <u>10,500</u></p> <p>LENDER/CLIENT Name <u>Preston Owen</u> Company Name <u>City of Mattoon</u> Company Address <u>208 North 19th Street</u> <u>Mattoon, IL</u> Email Address <u>owenp@mattoonillinois.org</u></p>	<p>SUPERVISORY APPRAISER (ONLY IF REQUIRED)</p> <p>Signature _____ Name _____ Company Name _____ Company Address _____ Telephone Number _____ Email Address _____ Date of Signature _____ State Certification # _____ or State License # _____ State _____ Expiration Date of Certification or License _____</p> <p>SUBJECT PROPERTY</p> <p><input type="checkbox"/> Did not inspect subject property <input type="checkbox"/> Did inspect exterior of subject property from street Date of Inspection _____ <input type="checkbox"/> Did inspect interior and exterior of subject property Date of Inspection _____</p> <p>COMPARABLE SALES</p> <p><input type="checkbox"/> Did not inspect exterior of comparable sales from street <input type="checkbox"/> Did inspect exterior of comparable sales from street Date of Inspection _____</p>
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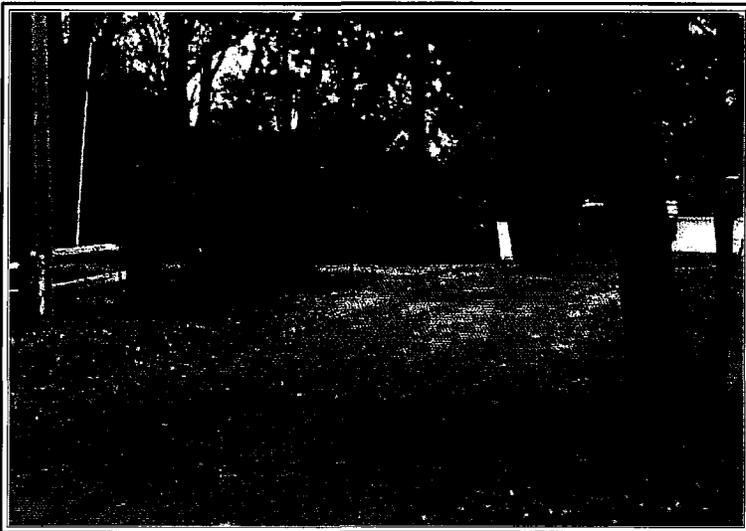
Gordon Appraisal Service, Inc.
SUBJECT PHOTO ADDENDUM

File No. 10-373-LAND
Case No. CITY OF MATTOON

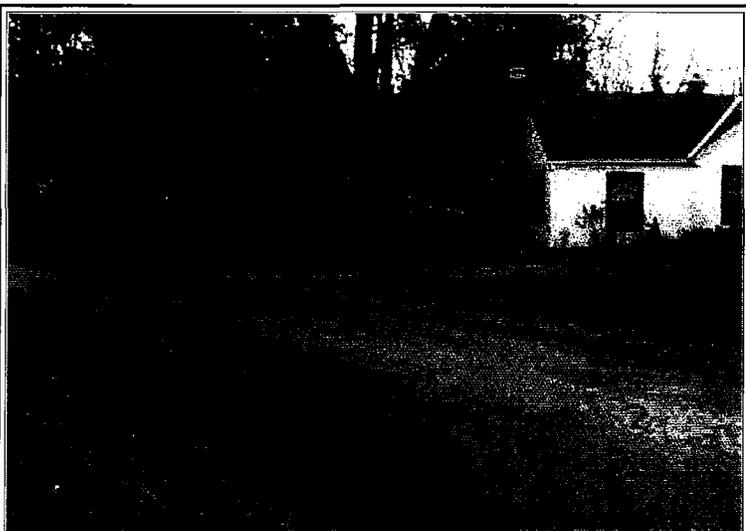
Borrower	Client: City of Mattoon							
Property Address	2153 Primrose Lane							
City	Mattoon	County		Coles	State	IL	Zip Code	61938
Lender/Client	City of Mattoon		Address		208 North 19th Street, Mattoon, IL			



Site View

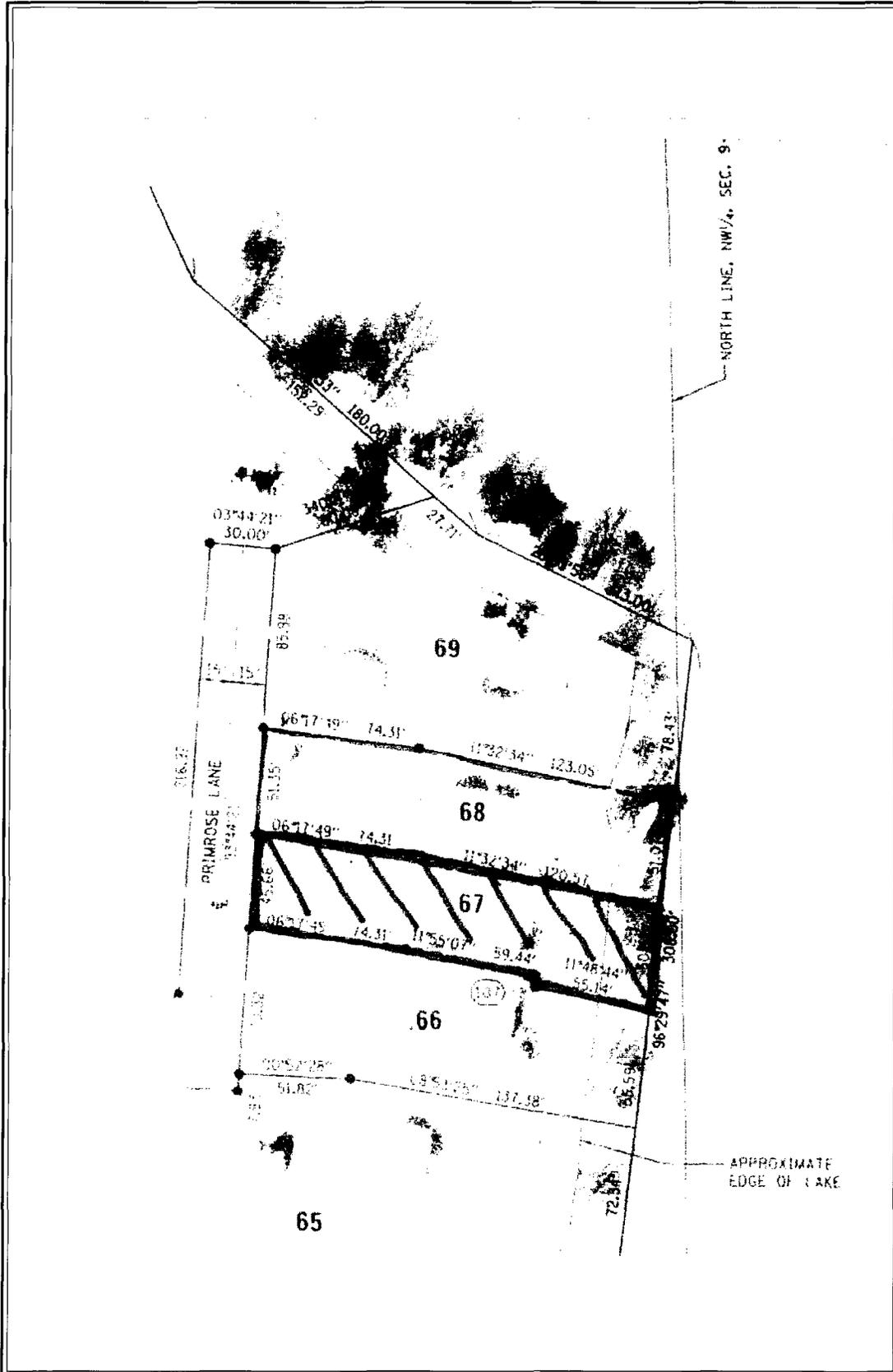


STREET SCENE
Primrose Lane



STREET SCENE
Subdivision Street

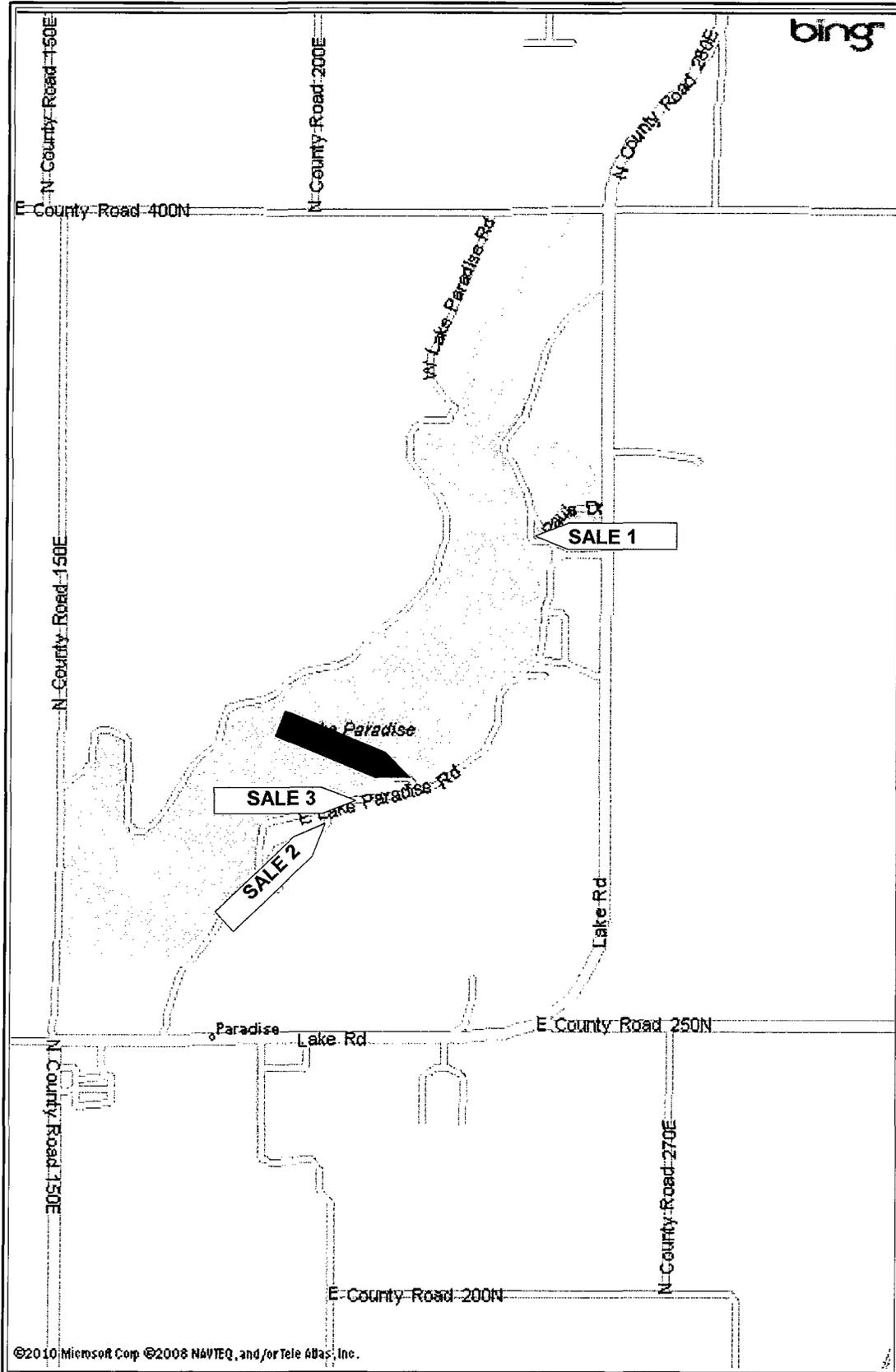
Borrower	Client: City of Mattoon						
Property Address	2153 Primrose Lane						
City	Mattoon	County	Coles	State	IL	Zip Code	61938
Lender/Client	City of Mattoon	Address	208 North 19th Street, Mattoon, IL				



Gordon Appraisal Service, Inc.
LOCATION MAP ADDENDUM

File No. 10-373-LAND
Case No. CITY OF MATTOON

Borrower	Client: City of Mattoon								
Property Address	2153 Primrose Lane								
City	Mattoon	County		Coles	State	IL	Zip Code	61938	
Lender/Client	City of Mattoon		Address					208 North 19th Street, Mattoon, IL	



CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1411

**SPECIAL ORDINANCE: AUTHORIZING THE SALE OF LOTS 16 AND 17 IN LAKE PARADISE SUBDIVISION TO JUDY TITKO, CURRENT OWNER OF A HOME ON LEASED PREMISES AT LOTS 16 & 17, LAKE PARADISE SUBDIVISION, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION.
(COMMONLY KNOWN AS 3361 PANA LANE)**

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

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

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

WHEREAS, Judy Titko has made an offer to purchase the property for \$19,000.00; and

WHEREAS, Judy Titko owns the home located on the property; and

WHEREAS, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$19,000.00 was the fair market value of the real estate as of November 2, 2010, a copy of which is attached hereto and incorporated herein by this reference; and

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

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

Section 1. The city attorney is authorized to prepare closing documents and the Mayor and City Clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 2 of this ordinance to Judy Titko, subject to a payment of \$19,000.00, plus associated costs. The purchase price will be due at closing.

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

Lots 16 and 17 in Lake Paradise Subdivision, Unincorporated 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 _____, 2010, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010.

Timothy D. Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

Recorded in the Municipality's Records on _____, 2010.

INVOICE

Date: November 2, 2010

File No. 10-373-LAND
Case No. CITY OF MATTOON

Prepared for:

Preston Owen
City of Mattoon
208 North 19th Street
Mattoon, IL

Property Appraised:

Client: City of Mattoon
3361 Pana Lane
Mattoon, IL 61938

Work Performed:

Land Appraisal	\$ 75.00
	\$
	\$
	\$
	\$
	\$
	\$
Total Amount Due: \$ 75.00	

Please make checks payable to:

Gordon Appraisal Service
1601 Broadway Avenue, Suite 10
Mattoon, IL 61938

**LATE CHARGES: \$45 after 45 days - \$60 after 60 days -
\$90 after 90 days - \$120 after 120 days**

APPRAISAL REPORT
OF



3361 Pana Lane
Mattoon, IL 61938

PREPARED FOR

Preston Owen
City of Mattoon
208 North 19th Street
Mattoon, IL

AS OF

November 2, 2010

PREPARED BY

Gordon Appraisal Service
1601 Broadway Avenue, Suite 10
Mattoon, IL 61938

LAND APPRAISAL REPORT

Summary Report

IDENTIFICATION

Borrower Client: City of Mattoon Census Tract 0002.00 Map Reference 17029
 Property Address 3361 Pana Lane
 City Mattoon County Coles State IL Zip Code 61938
 Legal Description Lots 16 and 17, Lake Paradise Subdivision
 Sale Price \$ N/A Date of Sale 11-02-10 Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ N/A (yr) Loan Charges to be paid by seller \$ N/A Other Sales Concessions N/A
 Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL
 Occupant Judy Titko Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Good	Avg.	Fair	Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input checked="" type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	100% Family	1% 2-4 Family	0% Apts	0% Condo	0% Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Change In Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely(*)	<input type="checkbox"/> Taking Place (*)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominate Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	0% Vacant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ 25,000 to \$ 100,000	Predominant Value \$ 60,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	30 yrs to 70 yrs.	Predominant Age 50 yrs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employment Stability
 Convenience to Employment
 Convenience to Shopping
 Convenience to Schools
 Adequacy of Public Transportation
 Recreational Facilities
 Adequacy of Utilities
 Property of Compatibility
 Protection from Detrimental Conditions
 Police and Fire Protection
 General Appearance of Properties
 Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): See Attached Comments.....

Dimensions See Plat Map for Site Dimensions = 19,991 SqFt Corner Lot
 Zoning Classification Restrictive Covenants Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify)

SITE

Elec. Public Other (Describe) OFF SITE IMPROVEMENTS
 Gas Street Access Public Private Topo Gently sloping
 Water Surface Oil & Chip Size Typical for neighborhood
 San. Sewer Maintenance Public Private Shape Irregular (See Attached Plat)
 Storm Sewer Curb/Gutter View Lake Paradise - Lake Front
 Sidewalk Street Lights Drainage Adequate
 Underground Elect. & Tel. Sidewalk Street Lights Is the property located in a HUD identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): There are no apparent adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.) visually apparent to the appraiser. THIS SITE IS VALUED AS IF VACANT WITH NO SEPTIC SYSTEM, NO BUILDINGS, AND NO SITE IMPROVEMENTS.

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

	SUBJECT PROPERTY	COMPARABLE NO.1	COMPARABLE NO.2	COMPARABLE NO.3
Address	3361 Pana Lane Mattoon, IL 61938	3357 Pana Lane Mattoon	1977 Scenic Lane Mattoon	2934 East Lake Paradise Rd. Mattoon
Proximity to Subject		0.03 miles SE	0.64 miles SW	0.57 miles SW
Sales Price	\$ N/A	\$ 11,900	\$ 7,000	\$ 17,300
Price / P/SF	\$ N/A	\$ 1.37	\$ 1.15	\$ 0.97
Data Source	Inspection-city	County Records - Doc. #719467	County Records - Doc. #717857	County Records - Doc. #710242
Date of Sale and Time Adjustment	DESCRIPTION 11-02-10	DESCRIPTION 12-22-09	DESCRIPTION 10-01-09	DESCRIPTION 09-26-08
Location	Lake Paradise	Lake Paradise	Lake Paradise	Lake Paradise
Site/View	19,991 SqFt/Lake Front	8,712 sf/Lake View +8,700	6,098 sf/Lake View +11,900	17,825 sf/Lake View +1,700
Topography	Gently sloping	Level	Gently sloping	Gently sloping
Utilities	Water,electric,gas	Water,electric,gas	Water,electric,gas	Water,electric,gas
Zoning	None-Restrictive Cov.	None-Restrictive Cov.	None-Restrictive Cov.	None-Restrictive Cov.
Bldg. Improvements	None	None	None	None
Sales or Financing Concessions	Typical	Typical	Typical	Typical
Net Adj.(Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 8,700	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 11,900	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 1,700
Indicated Value of Subject		Net=73% Gross=73% \$ 20,600	Net=170% Gross=170% \$ 18,900	Net=10% Gross=10% \$ 19,000

Comments on Market Data These sales are located in the subject neighborhood. The sales are adjusted for size and lake view or lake frontage.

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

Final Reconciliation: Each of these sales are given strong weight in the reconciliation value.

RECONCILIATION

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 2, 2010 to be \$ 19,000
 Appraiser(s) Stanley D. Gordon, CREA Review Appraiser (if applicable) Did Did Not Physically
 Date Report Signed November 2, 2010 Inspect Property
 State Certification # State IL State Certification # State
 Or State License # 553-000262 State Or State License # State
 Expiration Date of License or Certification 09-30-11 Expiration Date of License or Certification

Borrower Client: City of Mattoon

Property Address 3361 Pana Lane

City Mattoon County Coles State IL Zip Code 61938

Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL

NEIGHBORHOOD MARKETABILITY FACTORS

Mattoon is a community of approximately 18,500 in population located 25 miles northeast of Effingham, IL and 45 miles south of Champaign, IL along US Route 45, IL Routes 16 & 121 and I-57. Mattoon has adequate schools of Grades K-12, shopping, and employment. Lake Land Community College is located 4 miles south and Eastern Illinois University is 10 miles east of Mattoon. There are city parks in each quadrant of Mattoon. subject neighborhood is located 3 miles southwest of Mattoon, south of IL Route 16 and west of US Route 45. The neighborhood is Lake Paradise Subdivision.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

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

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

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.
6. There have been no previous sales of the subject property and the sales comparables within the last 12 months.

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Stanley D. Gordon, CREA
 Company Name Gordon Appraisal Service, Inc.
 Company Address 1601 Broadway Avenue, Suite 10
Mattoon, IL 61938
 Telephone Number 217-235-4789
 Email Address stan@gordonappraisalsinc.com
 Date of Signature and Report November 2, 2010
 Effective Date of Appraisal November 2, 2010
 State Certification # _____
 or State License # 553-000262
 or Other (describe) _____ State # _____
 State IL
 Expiration Date of Certification or License 09-30-11

ADDRESS OF PROPERTY APPRAISED

3361 Pana Lane
Mattoon, IL 61938

APPRAISED VALUE OF SUBJECT PROPERTY \$ 19,000

LENDER/CLIENT

Name Preston Owen
 Company Name City of Mattoon
 Company Address 208 North 19th Street
Mattoon, IL
 Email Address owenp@mattoonillinois.org

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

Gordon Appraisal Service, Inc.
SUBJECT PHOTO ADDENDUM

File No. 10-373-LAND
Case No. CITY OF MATTOON

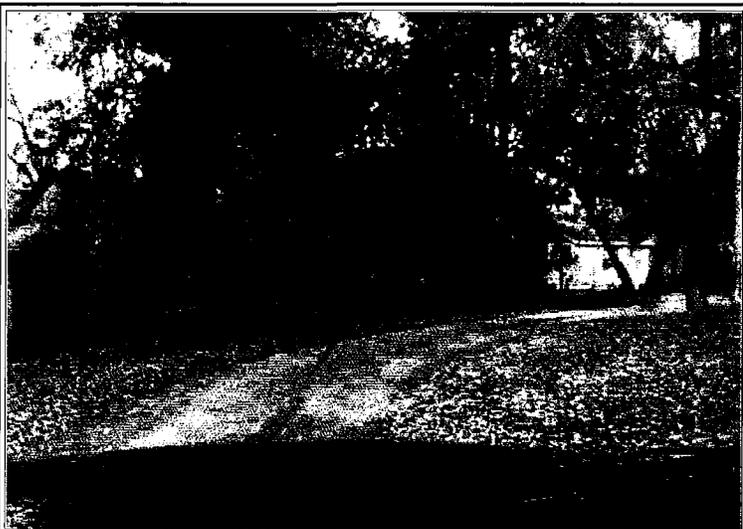
Borrower	Client: City of Mattoon							
Property Address	3361 Pana Lane							
City	Mattoon	County		Coles	State	IL	Zip Code	61938
Lender/Client	City of Mattoon		Address		208 North 19th Street, Mattoon, IL			



Site View



Site View



STREET SCENE

Gordon Appraisal Service, Inc.
SUBJECT PHOTO ADDENDUM

File No. 10-373-LAND
Case No. CITY OF MATTOON

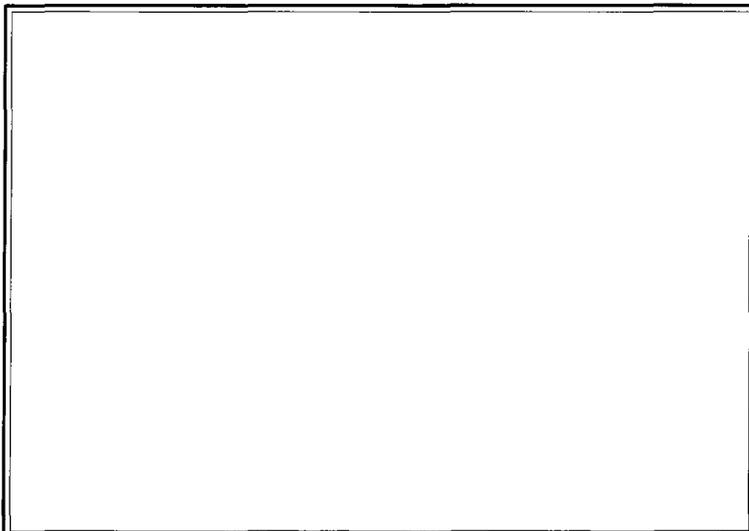
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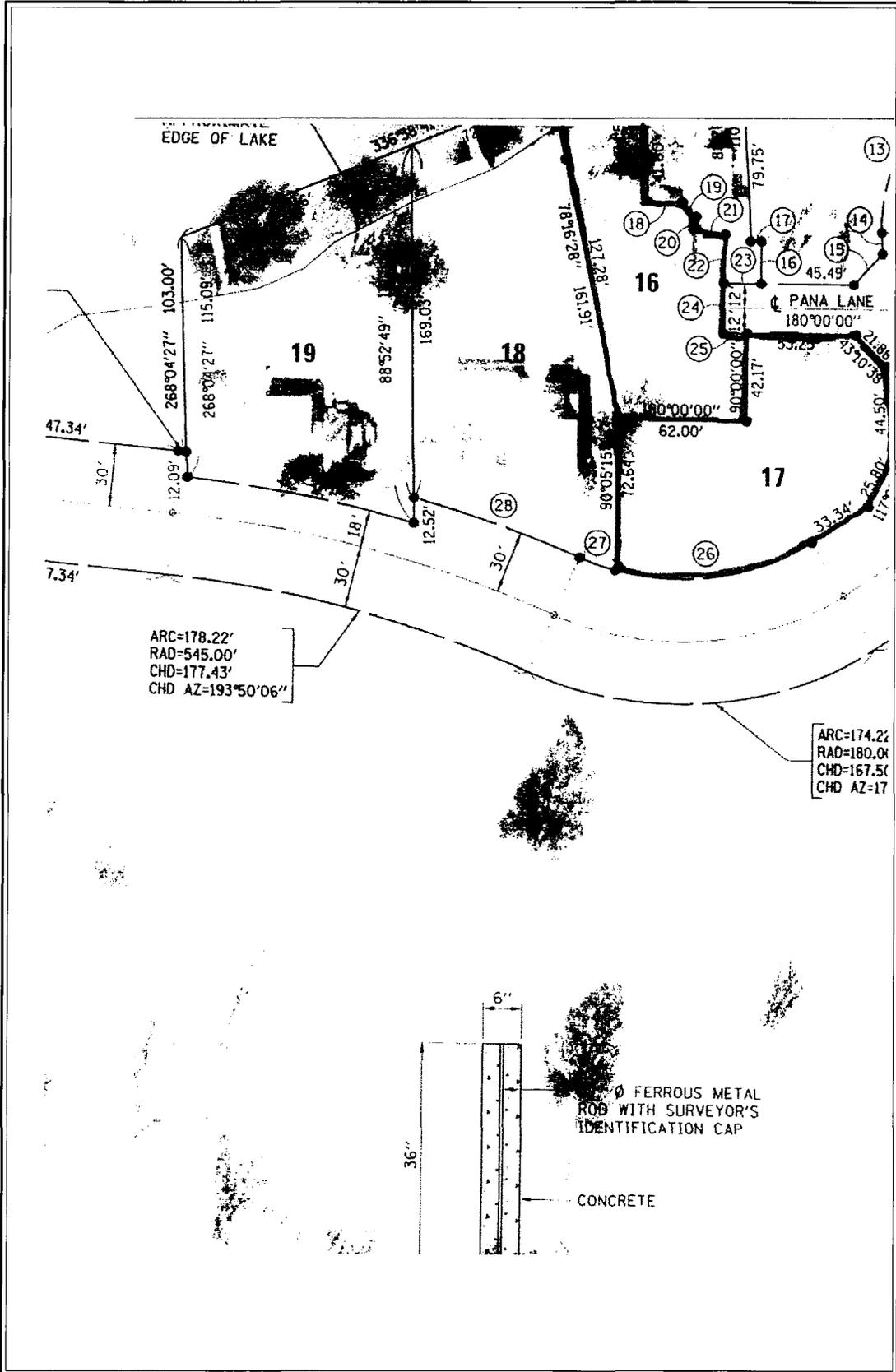
STREET SCENE



STREET SCENE



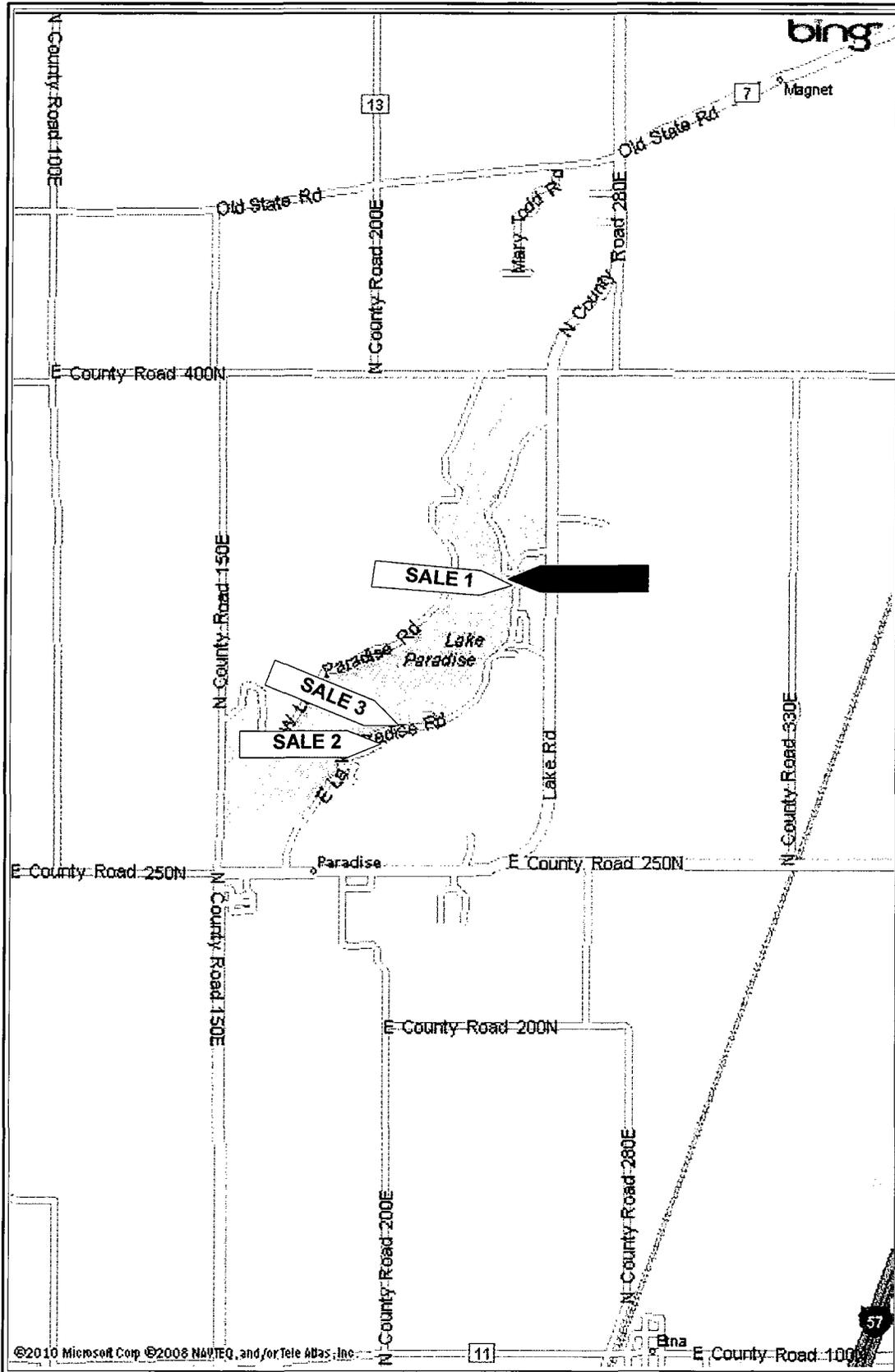
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Gordon Appraisal Service, Inc.
LOCATION MAP ADDENDUM

File No. 10-373-LAND
Case No. CITY OF MATTOON

Borrower	Client: City of Mattoon						
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Lender/Client	City of Mattoon		Address 208 North 19th Street, Mattoon, IL				



CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1412

**AN ORDINANCE RATIFYING THE EMPLOYMENT AGREEMENT OF
BRANDON BURKYBILE FOR A MANAGERIAL POSITION**

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

Section 1. The City Council hereby approves an Employment Agreement with:

Brandon Burkybile for the position of Assistant Public Works Superintendent,

a copy of which is attached hereto and incorporated herein by reference.

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

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

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on _____, 2010.



November 16, 2010

Mr. Brandon Burkybile

RE: Employment Agreement with City of Mattoon

Dear Mr. Burkybile:

Subject to formal ratification by the City Council during its meeting of November 16, 2010, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Assistant Public Works Superintendent are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through April 30, 2013. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. Your employment with the City will be "at will" and may be terminated with or without cause at any time by a majority vote of the City Council. If the termination is without cause, the Council will provide severance pay equivalent to the value of three months salary and deferred compensation. You may resign at any time subject only to a requirement of one month's notice to the Council. These termination provisions are contractual and supersede any other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other employees.

Salary. You will receive a \$51,000 annual salary commencing on November 17, 2010. An increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Deferred Compensation. You may contribute any amounts, allowable by law, in your sole discretion, to the City of Mattoon Deferred Compensation Plan with the ICMA Retirement Corporation Deferred Compensation Plan. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Vehicle. You will be furnished a city vehicle in good mechanical condition which shall be owned and regularly maintained by the municipality for the conduct of City business. Said vehicle shall not be allowed to have an appearance which would cause embarrassment to the City of Mattoon. Personal use of a city vehicle is not allowed.

Other Employment Benefits. You will earn future vacation, sick leave, holidays and personal leave benefits equivalent to other city employees who have managerial responsibilities.

Communications Equipment. You will be furnished an appropriate cell phone and/or Personal Display Assistant (PDA) with both voice and data capabilities service.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for a reasonable number of hours per year of continuing professional education so long as that education is directly related to your duties as Assistant Public Works Superintendent.

Performance Evaluation. The Public Works Director and Public Works Superintendent will conduct a review of your performance every year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Acting Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held November 16, 2010.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien
City Clerk

Sue McLaughlin
City Administrator

ACCEPTANCE

I, Brandon Burkybile, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Brandon Burkybile

**City of Mattoon
Council Decision Request**

MEETING DATE: 11/16/2010 CDR NO: 2010-1163

SUBJECT: Approval of South Side Drainage Project documents

SUBMITTAL DATE: 11/9/2010

SUBMITTED BY: Sue McLaughlin, City Administrator

EXHIBITS (If applicable): Construction schedule
 Inspection Plan
 "As Built" Agreement letter
 Permanent Easement Authorization
 Emergency Action Plan
 Operations & Maintenance Plan

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:

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

 "I move to approve the following documents in relation to the South Side Drainage Project:

- o Construction schedule
- o Inspection Plan
- o "As Built" Agreement letter
- o Permanent Easement Authorization
- o Emergency Action Plan
- o Operations & Maintenance Plan

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

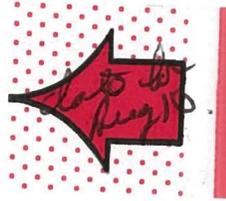
The IDNR has requested approval and execution of these documents as part of their approval of the permit to begin work. Once we submit these documents, a permit should be in process and we will be able to schedule and hold our town hall meeting regarding the upcoming construction.

CONSTRUCTION SCHEDULE
FOR THE
SOUTH SIDE DETENTION BASIN
CITY OF MATTOON

SEPTEMBER 2010

CONSTRUCTION SCHEDULE
SOUTH SIDE DETENTION BASIN

_____ City Council authorize advertisement for bids
_____ Bids opened
_____ Construction contract awarded
_____ Construction begins
_____ Construction completed (100 working days)



INSPECTION PLAN
FOR CONSTRUCTION OF
SOUTH SIDE DETENTION BASIN
CITY OF MATTOON

SEPTEMBER 2010

INSPECTION PLAN FOR THE CONSTRUCTION OF
THE SOUTH SIDE DETENTION BASIN
CITY OF MATTOON

1. After the project has been awarded and prior to work beginning, the successful Contractor, City of Mattoon personnel, and the design engineer will conduct a pre-construction conference to familiarize all parties with the specifications regarding the work to be done and the requirements for on-going inspection to document that the construction meet the specifications.
2. During construction, inspection at periodic intervals will be conducted under the supervision of a licensed professional engineer to verify the quality of the various constructed components, including earth excavation, clay keyway and earth embankment construction, concrete pipe installation, aggregate filter diaphragm construction, PCC spillway construction, articulated concrete block revetment mat (alternate) construction, topsoil placement and seeding, and other associated items to construct the berms.
3. An Engineering Inspection will be performed by a licensed Professional Engineer at the completion of the detention basin berms and will be documented on IDNR-OWR inspection forms. This completed inspection form will be forwarded to IDNR-OWR.
4. Operation and Maintenance Inspections will be performed monthly and after significant flooding events per the checklist provided in the Operation and Maintenance Manual.
5. Engineering Inspections will be performed annually by a licensed Professional Engineer per the permit requirements and will be documented on IDNR-OWR inspection forms. This completed inspection form will be forwarded to IDNR-OWR.



MATTOON

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

November 16, 2010

The Illinois Department of Natural Resources
Office of Water Resources
One Natural Resources Way
Springfield, IL 62702-1271

RE: Application No. 20093044
Proposed South Side Drainage Basin
City of Mattoon, IL, Coles County

Attn: Mr. Paul Mauer

The City of Mattoon hereby agrees to provide "as-Built" plans and specifications upon completion of construction of the South Side Detention Basin. These plans and specifications will be signed by the engineer or other qualified personnel who were responsible for inspection during construction.

Sincerely,

City of Mattoon

Tim Gover
Acting Mayor



Acting Mayor
Tim Gover
Commissioners
Randy Ervin
Tim Gover
Rick Hall
Chris Rankin

Mattoon City Hall
208 N. 19th Street
Mattoon, Illinois 61938
Mayor: 217-234-4633
City Clerk: 217-235-5654
Fax: 217-258-6435

City Administrator
Sue McLaughlin
City Clerk
Susan J. O'Brien
City Attorney & Treasurer
J. Preston Owen

(record in County Courthouse)

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the City of Mattoon, Grantor, in the County of Coles and State of Illinois; covenant and agree with the State of Illinois Department of Natural Resources – Office of Water Resources, Grantee, as follows:

The Grantors hereby represent that they are the owners in fee simple of the tract of land situated in the County of Coles and State of Illinois, and described as follows:

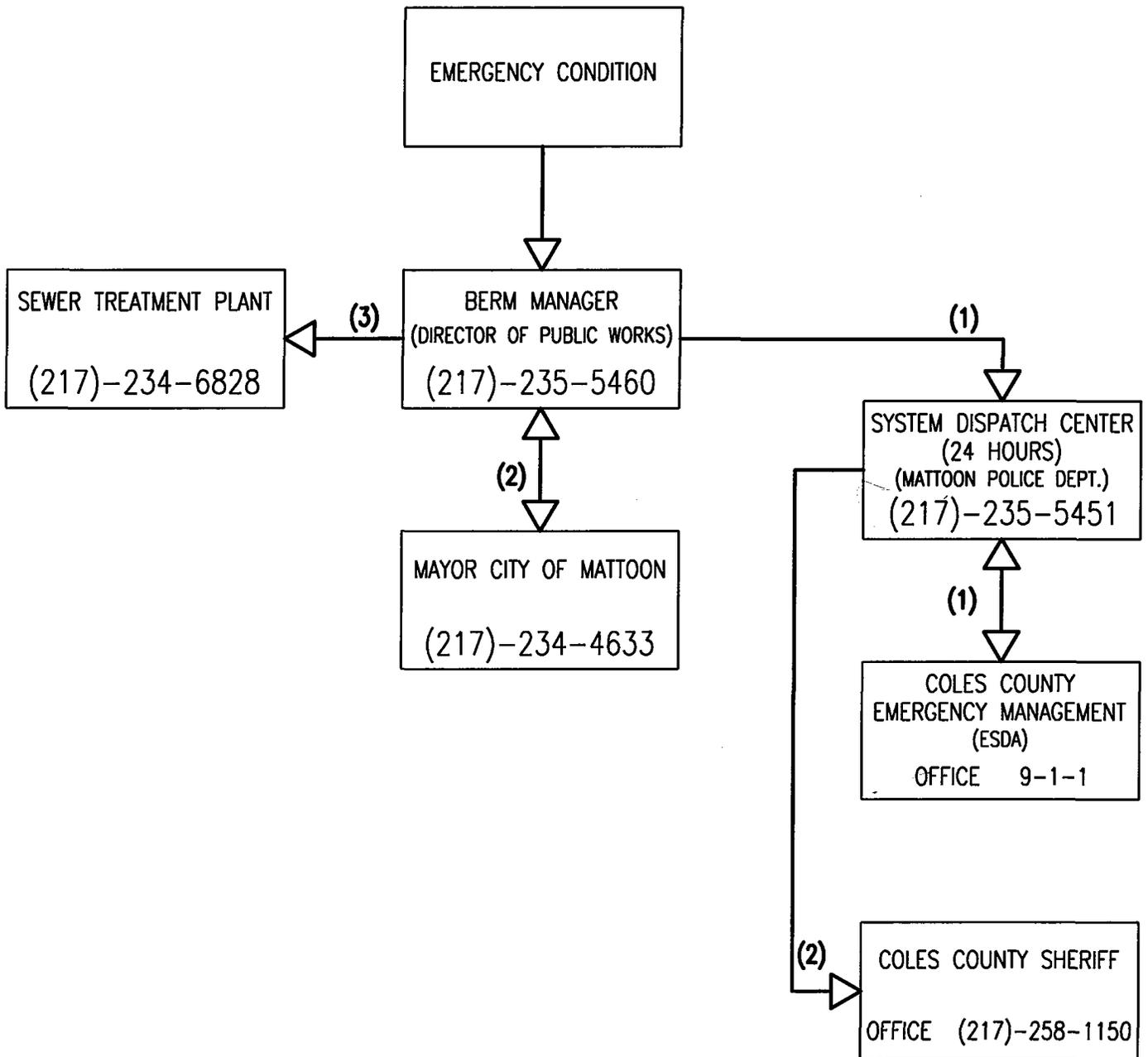
(include legal description of detention basin property here)

The Grantors hereby convey to the Grantee the right, easement, and privilege to enter upon the tract of land described above for the sole purpose of 1) in the event of imminent danger of failure of the detention basin impoundment berms during a flood event, to enter upon the property if necessary to prevent or alleviate dam breach damage, and agreement by Grantor to compensate the State of Illinois for costs reasonably incurred by such an emergency action; and 2) to inspect the dam site and immediate vicinity before, during and after construction and for the life of the dam and its appurtenances. The Grantee shall notify the Grantor 10 days in advance of any inspection other than an emergency inspection.

EMERGENCY ACTION PLAN
SOUTH SIDE DETENTION BASIN
CITY OF MATTOON, ILLINOIS

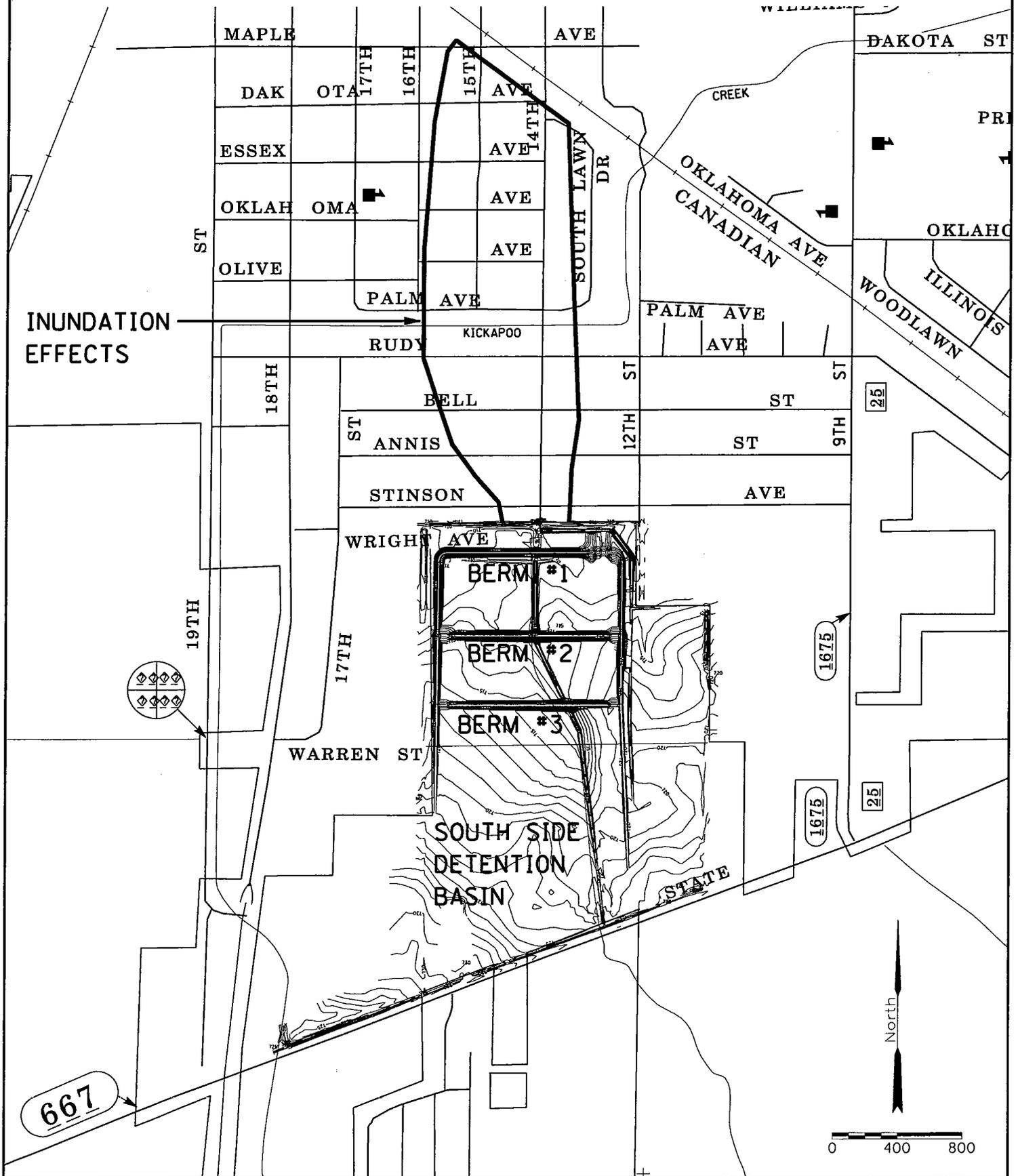
SEPTEMBER, 2010

NOTIFICATION FLOWCHART



(1) PRIORITY OF CALL

SOUTH SIDE DETENTION BASIN FLOODING INUNDATION MAP



**EMERGENCY ACTION PLAN
SOUTH SIDE DETENTION BASIN
CITY OF MATTOON, ILLINOIS**

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Visual Inspections	5
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EMERGENCY ACTION PLAN

1. EMERGENCY DETECTION, EVALUATION AND ACTIONS

The following section explains some of the problems which may occur at the detention basin, how to make a rapid evaluation of the problem, and what action should be taken in response to the problem. This section presents only generalized information for the dam manager to aid in a first response to a problem. Any suspected problem should be reported and assistance from a qualified engineer should be obtained as soon as possible.

SEEPAGE

Wet area, on downstream embankment slope or any other area downstream of the embankment, with very little or no surface water or very minor seeps.

This condition may be caused by infiltration of rain water which is not serious, or may be the start of a serious seepage problem which would be indicated by a quick change to one the conditions below.

No immediate action required; note location for future comparison.

Same wet area as above with moderate seeps of clear or relatively clear water and rate of flow not increasing.

Measure the flow periodically and note any changes in clarity.

No immediate action required; note location, flow rate, and clarity for future comparison. During reservoir flood stages the seepage area should be watched for any changes.

Same wet area as above with moderate seeps of clear or relatively clear water and rate of flow increasing.

Measure the flow periodically and note any changes in clarity. Inspect the downstream area for any new seeps.

Contact a qualified engineer for an immediate inspection. Observe the condition constantly for any further changes in flow rate or clarity unless notified otherwise by the engineer.

Piping (seepage with the removal of material from the foundation of the embankment) with moderate to active flows of cloudy to muddy water.

If the water is cloudy to muddy and the rate of flow is increasing, this condition could lead to failure of the berm.

Immediate action is necessary. Place an "Inverted Filter" over the seepage area on the downstream side of the dam. The filter should consist of a 3 to 5 foot thick blanket of material graded from coarse sand and pea gravel at the bottom to a 3-inch stone at the

top. If needed, use larger stones on the top of the filter. Use filter cloth at the bottom of the filter if available. Do not try to "plug" or stop the flow of water from this location. Try to reduce the movement of material using this filter while allowing the flow to pass through it. If piping is occurring on the downstream side of berm 1, notify the Emergency Services and Disaster Agency Office for evacuation of the berm breach area.

If, along with the piping, there is an upstream swirl (whirlpool) caused by water entering through the abutments of embankment, failure may be imminent.

If such a whirlpool is observed on berm 1, notify the Emergency Services and Disaster Agency Office for evacuation of the berm breach area. Attempt to construct the inverted filter over the seepage area on the downstream side of the dam as noted above. The thickness of the section will generally be greater than 5 feet. Plugging of the upstream entrance of the "pipe" should also be attempted using large rock or anything else that is available (rolls of fencing, bed springs, large hay bales, etc.). If the large material placed in the hole appears to have reduced the flow, follow with progressively smaller material in an attempt to seal the entrance.

Boils (soil particles deposited around a water exit forming a cone, varying from a few inches in diameter spaced 2 to 3 feet apart to isolated locations several feet in diameter in the floodplain downstream of the dam) may show the same types of flow as noted above.

Evaluation of the problem is the same as noted above for the various flow conditions, i.e., clear and constant, clear and increasing, and cloudy or muddy and increasing.

Action to be taken are essentially the same as those noted above. An additional method to try to control the movement of material from a boil is the construction of a boil ring or ring dike. In placing the ring it must be remembered that the work is not being done to stop the flow of water but rather to stop the movement of material. When the ring reaches an elevation where the water that is discharging from the ring is flowing clear the work should stop and the flows monitored for changes.

RESERVOIR WHIRLPOOL

Water flowing in a swirling motion in an area on the upstream side of the dam. During high reservoir stages when the outlet culvert is completely submerged, debris may come together above the culvert and, due to flows at the inlet, move in a rotating motion. If there is no evident piping at the downstream exit as noted above and the rotating debris is over the culvert, then it can be assumed that there is no piping failure. If the

whirlpool is over a section of the embankment or abutment, the situation is critical and failure of the dam may be imminent.

If such a situation occurs at berm 1, notify the Emergency Services and Disaster Agency Office for evacuation of the berm breach area. Take the actions noted above under "piping".

SLIDE

Movement of a portion of the embankment, either the upstream or downstream slope, toward the toe of the berm.

Various degrees of severity of a slide require different responses. The first condition is that the slide does not pass through the crest and does not extend into the embankment more than 5 feet, measured perpendicular to the slope.

For this condition, a qualified engineer should be consulted before any repairs are initiated to determine the cause of the slide and to recommend any modifications to prevent future slides. The downstream side of the dam should be watched for the emergence of any water either through the slide or opposite the slide. If discharging water is noted, the area the slide should be treated as a seepage location and monitored as noted above.

The second condition is that the slide passes through the crest and that the reservoir elevation is more than 10 feet below the lowered crest.

Use the same actions as noted above and notify the Emergency Services and Disaster Agency of the situation, if located on berm 1, so they may be prepared to act if the condition worsens.

The third condition is that the slide passes through the crest and the reservoir elevation is less than 10 feet below the lowered crest.

This condition is critical and failure of the berm should be considered imminent. If the crack is on berm 1, notify the Emergency Services and Disaster Agency Office for evacuation of the berm breach area. Armor the crest of the lowered portion of the embankment and try to restore the lost freeboard. If seepage is also occurring, take the appropriate actions as noted above.

CRACKS

Cracks in the embankment can occur either in the longitudinal (along the length of the berm) or transverse (across the berm from upstream to downstream) direction.

Some cracking of the surface soils may occur when they become dry. This cracking is to be expected and no further action is required.

Longitudinal cracking can indicate the beginning of a slide or be an uneven settlement of the embankment.

Monitor the crack for future changes and contact a qualified engineer for assistance in the evaluation of the crack and recommended repairs.

Transverse cracking can indicate uneven settlement or the loss of support below the crack. Such cracks usually occur over and outlet conduit, near the abutments, or in the taller portion of the embankment.

If the crack does not extend completely across the berm and the reservoir elevation is more than 2.5 feet below the base of the crack, monitor the crack for future changes and contact a qualified engineer for assistance in the evaluation of the crack and recommended repairs. If the crack extends across the berm and the reservoir level is less than 2.5 feet below the base of the crack, both the upstream and downstream sides of the dam should be protected with a plug and inverted filter (as noted above under seepage). If the crack is on berm 1, the Emergency Services and Disaster Agency should be notified of the situation so they may be prepared to act if the condition worsens.

BURROW HOLES

Holes in the embankment, varying in size from about 1 inch to 1 feet in diameter, caused by animals.

If the holes do not extend through the embankment the situation is usually not serious. Some animal holes will have soil pushed out around the hole in a circular fashion which may look like a boil (crayfish or crawdad). Watch for the movement of water and soil particles from these holes to determine whether they are boils.

Backfill as deeply as possible with impervious material. If rodents become a nuisance, an effective rodent control program, as approved by the Illinois Department of Natural Resources District Wildlife Biologist, should be implemented.



2. RESPONSIBILITIES

The DIRECTOR OF PUBLIC WORKS shall be given the responsibility of DAM MANAGER, which duties shall include:

Inspection of berms during flooding events and periodically per permit requirements.

Coordinate with emergency agencies, equipment providers, materials providers, and provide direction to work crews as necessary during flooding events.

THE CITY STREET SUPERINTENDENT shall be given the responsibility of DAM OPERATOR, which duties shall include:

Operation of the detention basin.

Maintenance of the detention basin berms and outlet structures.

Observation and reporting during flooding events; activating Notification Flowchart as required.

Direct work crews in performing emergency repair and reinforcement of berms as directed during flooding events.

3. PREPAREDNESS

VISUAL INSPECTIONS of the berm and its appurtenances will be made on a routine basis per the schedule noted below. Items that will be monitored are those noted for the operation and maintenance inspection and are noted here again. The O&M inspection checklist should be completed for each inspection.

Inspection items: During each inspection the following items should be noted in particular:

(1) Water Level - a staff gage which can be easily seen when the reservoir is full should be installed or painted on each berm near the outlet culvert.

Maximum reservoir levels as a result of heavy rainfall should be recorded.

(2) Earth Embankment - Walk the crest, abutments, groins, side slopes, downstream toe and upstream toe or at the waterline of the dam concentrating on surface erosion, seepage, cracks, settlements, slumps, slides, and animal burrows. These are described as follows:

Surface Erosion - Removal of vegetative cover by water action or pedestrian or vehicle usage forming deep ruts or gullies.

Seepage - The passage of water through and/or underneath the earth embankment abutment and natural groundline or at the contact between the embankment and outlet works can be indicated by cattails or other wet environmental vegetation, erosion channelization, or slumping on the embankment face.

Cracks - Deep cracks usually indicate the movement of the berm and/or

the foundation and can be in either the longitudinal (along the length of the berm) or transverse (across the berm) directions. Cracking can be an indicator of the beginning of slumps. Shallow cracks may develop during the summer when the surface soils of the embankment become severely dried and are usually of no concern in regard to the safety of the berm.

Settlement - Settlement is indicated by depressions or low spots and can be signs of consolidation of the berm or foundation or the loss of material beneath the settlement area.

Slumps/Slides - Slow or sudden movements of the earth embankment slope on either face toward the toe of the berm.

If seepage indicates the presence of soil particles, or if deep cracks, settlement, slumps, or slides are noticed, a qualified engineer should be contacted immediately for consultation.

Animal Burrows - Animal burrows result in a loss of earth embankment material and can provide seepage paths for water through the embankment.

(3) **Vegetation** - Grass should be a thick vigorous growth to stabilize embankment soils and prevent erosion from occurring. Note the height of the grass, if greater than 1 foot, a mowing of the area should be scheduled before the next inspection. There should be NO trees on the earth embankment and NONE within a minimum of 20 feet of the embankment toes or concrete structures. There should be NO trees in the emergency spillway.

(4) **Trash Racks** - Check to make sure that the trash racks are unobstructed, operating well and allowing for the free flow of water.

(5) **Culvert outlet** - Check for any debris or other obstructions around the inlet which may block or restrict the free flow of water.

(6) **Outlet Works** - Check for any debris or other obstructions within the impact basin which may block or restrict the free flow of water. Check for any erosion occurring at the embankment/structure junction.

(7) **Concrete Block and Rip Rap** - Check to make sure that the blocks and rip rap are remaining in a uniform position. Freeze/thaw action or flow over the blocks or rip rap may tend to lift or fracture them, thus requiring replacement or leveling to maintain the necessary level of protection. No trees or woody vegetation should be growing through the blocks or rip rap.

(8) Fences - Check for damage, accumulated debris, operation of gates and locks, and adequacy of locations (this may change with time as people access the area or development occurs in the area).

(9) Emergency Spillway - Check for settlement or cracking of the crest control wall. Check for any logs, tree or brush growth, and other debris in the spillway, upstream and downstream areas which may restrict the flow of water.

(10) Downstream Floodplain - Check the floodplain downstream of the dam for a distance of at least 100 feet for signs of seepage or boils.

Areas downstream of the dam may experience flooding due to local runoff at times when the reservoir water level is low. However, high reservoir levels are an indicator of potential downstream flooding and are used in this plan to provide steps for various actions to be taken. The following schedule of inspections and evacuation procedures will be followed:

(1) Normal Conditions Surveillance

Under normal dry conditions the embankment and appurtenant structures will be observed by the dam manager on a monthly basis.

(2) "Unusual" Storm Conditions

During and immediately following unusual storm and flood events where the water surface elevations come within three feet of the berm crest at any berm (reservoir level equal to or greater than elevation 715.00, berm 1, 718.30, berm 2, and 719.50, berm 3) the dam manager will make visual inspections of the dam and its appurtenances at a minimum of every hour if it is currently raining and every 8 hours if it is not raining. Flooding in some areas downstream of berm 1 may occur for heavy rainfall events occurring in a short period of time. As reservoir levels increase above this elevation larger areas of flooding downstream of berm 1 may occur.

The dam manager is responsible to notify the Coles County Emergency Services and Disaster Agency (ESDA) when the reservoir levels at berm 1 exceed elevation 716.00. The ESDA office will be responsible for notifying individuals and coordinating their evacuation and return in the event an emergency occurs.

If the reservoir level reaches an elevation within two feet of the berm crest at any berm (reservoir level equal to or greater than elevation 716.00, berm 1, 719.30, berm 2, and 720.50, berm 3) the berms and appurtenances will be inspected continuously if it is currently raining and at 4-hour intervals if it is not raining.

When the reservoir level at berm 1 reaches elevation 717.00 and it is currently raining, the berm manager is responsible to notify ESDA to evacuate all residents within the berm breach wave area. The berm and appurtenances will be inspected continuously until the berm 1 reservoir level falls to elevation 716.5 and the rain has stopped.

ESDA will not allow residents to return to the flood wave area until: 1) the water level at berm 1 is below elevation 716.0, 2) the berm and appurtenances have been inspected by an engineer to determine if damage has occurred, and 3) all damages indicating a weakened condition of the berm have been remedied.

If there is no inflow to the reservoir the estimated time for the reservoir level to drop from the crest of the berm 1 emergency spillway (715.25) to elevation 713.5 (principal spillway crest) is 21 hours. If the low flow pipe is not allowing the reservoir level to drop due to debris accumulation or damage then portable pumps should be used to lower the reservoir level. The lower reservoir level will allow for the removal of debris and the repair of damage.

EQUIPMENT AND MATERIALS LOCATIONS

Backhoe:

City Utility Department, 221 North 12th Street, Mattoon, IL

Dump Truck:

City Utility Department, 221 North 12th Street, Mattoon, IL

Grader:

City Utility Department, 221 North 12th Street, Mattoon, IL

Crawler Tractor:

A. J. Walker Construction Co., 421 South 21st Street, Mattoon, IL, 217-235-5647

Sand Bags:

Applied TURF Products, Shirley Baxter, 503 Mercury Dr., Champaign, IL 217-351-2141

Sand:

Charleston Stone Co., 9709 N County Rd. 2000E, Ashmore, IL, 217-345-6292

Gravel:

Charleston Stone Co., 9709 N County Rd. 2000E, Ashmore, IL, 217-345-6292

Riprap:

Charleston Stone Co., 9709 N County Rd. 2000E, Ashmore, IL, 217-345-6292

Pumps:

City Utility Department, 221 North 12th Street, Mattoon, IL

OPERATION AND MAINTENANCE MANUAL

14TH STREET DETENTION BASIN DAM

MATTOON, ILLINOIS

COLES COUNTY

SEPTEMBER, 2010

OPERATION AND MAINTENANCE MANUAL

MATTOON, ILLINOIS

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SECTION 1

GENERAL

This operation and maintenance manual, (hereafter referred to as O&M manual), outlines objectives, proposed policies, responsibilities, and procedures for the City of Mattoon personnel who are responsible for the management of the 14th Street Detention Basin Dam.

REASONS FOR DEVELOPMENT AND DISSEMINATION OF THE O&M MANUAL

The Rivers, Lakes and Streams Act, (615 ILCS 5) Paragraph 23a includes the statement “The Department is authorized to carry out inspections of any dam within the State, and to establish standards and issue permits for the safe construction of new dams and the reconstruction, repair, operation and maintenance of all existing dams.” (emphasis added).

Part 3702 of the 17 Illinois Administrative Code, Chapter I entitled the “Construction and Maintenance of Dams” details the requirements to obtain a permit for the construction, operation, and maintenance of a dam. Section 3702.40 b) includes the following statements:

“4) An applicant for a Class I or II dam shall submit an operational plan specifying the method and schedule for the operation of the dam and the routine operating procedures to keep the dam in good working order, including an emergency warning plan.” and

“5) As a condition of each permit, the dam owner shall submit a maintenance plan detailing the procedures and schedules to be followed to maintain the dam and its appurtenances in a reasonable state of repair.”

Thus it is a requirement of all dam owners who have dams which fall under the jurisdiction of the Illinois Department of Natural Resources to operate and maintain them safely.

As a dam owner the City of Mattoon is responsible for the safety of the public and for maintaining the structures within the City’s jurisdiction for both safety and economy. The overall public interest is served by providing a document to serve as a basis for the safe and economical operation and maintenance of the dam during both emergency and day-to-day conditions.

GENERAL RESPONSIBILITIES CONCERNING DAMS

City Council

The City Council should annually provide sufficient funding to safely maintain and operate the dam. The estimated annual funding requirements as of the date of this plan is \$2,500.00. The City Council should also provide sufficient authority to personnel within city government to assure the performance of critical functions during emergencies.

Director of Public Works

The Director of Public Works will serve as Dam Manager and will be responsible for insuring that



sufficient funds are allocated annually for maintenance of the detention basin berms and outlet structures, routine inspections and inspections during and after flooding events, and coordinating City resources and outside agencies during flooding events. The Director of Public Works will also be responsible for Engineering Inspections by a qualified engineer as required by IDNR-OWR.

Street Department

The Street Superintendent will serve as Dam Operator and will be responsible for routine maintenance including mowing of the dam; removal of debris from the spillways and outlet pipes; placing needed rip rap; and providing trucks and other equipment, personnel, and material during emergency actions. The Dam Operator will also be responsible for inspections at monthly intervals and after flooding events. Street Department personnel will observe and monitor the berm structures and water impoundments during flooding events and notify the Dam Manager as situations arise that require action.

Emergency Services and Disaster Agency

The Coles County Emergency Services and Disaster Agency should review, and revise if necessary, the Emergency Action Plan for the dam prior to the plan being submitted for permit approval. The Agency should be responsible to keep the information in the Emergency Action Plan for the dam current. It should coordinate with other agencies (local, county, state, federal) the responses to an emergency at the dam.

SECTION 2

DEFINITIONS

Appurtenant Works - The structures or machinery auxiliary to dams which are built to operate and maintain dams; such as outlet works, spillways, gates, valves, channels, etc.

Boil - A stream of water discharging from the ground surface downstream of the dam carrying with it a volume of soil which is distributed around the hole formed by the discharging water.

Berm - A horizontal step or bench in the sloping profile of an embankment dam.

Breach - A break, gap, or opening (failure) in a dam which releases impoundment water.

Concrete Block - An erosion protection method using interlocking concrete blocks, usually with openings that are filled with soil and grass.

Core - A zone of material of low permeability in an earthen dam.

Dam - A barrier built for impounding or diverting the flow of water.

Dike (Levee) - An embankment or structure built alongside a river to prevent high water from flooding bordering land.

Drain, Layer or Blanket - A layer of pervious material in a dam to facilitate the drainage of the embankment including such items as a toe drain, a weephole, and a chimney drain.

Drawdown - The resultant lowering of water surface level due to the controlled release of water from the impoundment.

Embankment - Fill material, usually earth or rock, placed with sloping sides.

Earthen Dam - Any dam constructed of excavated natural materials.

Emergency Action Plan - A predetermined plan of action to be taken to reduce the potential for property damage and loss of lives.

Failure - An incident resulting in the uncontrolled release of water from a dam.

Freeboard - The vertical distance between a stated water level and the top of a dam.

Gate or Valve - In general, a device in which a leaf or member is moved across the waterway to control or stop the flow.

Groin - The junction of the upstream or downstream face of the dam with the valley wall.

Maintenance - The upkeep, involving labor and materials, necessary for efficient operation of dams and their appurtenant works.

Operation - The administration, management, and performance needed to operate the dam and appurtenant works.

Operation and Maintenance Inspection - Inspections conducted by the dam operator. These inspections are frequent visual "walk-around" inspections of the dam surface and appurtenant works.

Outlet - An opening through which water can freely discharge for a particular purpose from an impoundment.

Phreatic Surface - The upper surface of saturation in an embankment.

Piping - The progressive development of internal erosion by seepage, appearing downstream as a hole or seam, discharging water that contains soil particles.

Riprap - A layer of large stones, broken rock or precast blocks placed in a random fashion usually on the upstream slope of an embankment dam, on a reservoir shore, or on the sides of a channel as a protection against current, wave and ice action.

Silt/Sediment - Soil particles and debris in an impoundment.

Slump/Slide Area - A portion of earth embankment which moves downslope, sometimes suddenly, often with cracks developing.

Spillway System - A structure or structures over or through which flows are discharged. If the flow is controlled by gates, it is considered a controlled spillway. If the elevation of the spillway crest is the only control of the flow, it is considered an uncontrolled spillway.

SECTION 3

INFORMATION ABOUT THE DAM

LOCATION

The proposed project includes constructing a series of three flood control earthen berms on a City owned 82 acre tract of land located south of and adjacent to the south right of way line of 14th Street. (See Proposed Plans.) This tract extends southward to the Old State Road right of way (See Plat and Legal Description). In addition to the drainage area directly tributary to the proposed detention basin, some flow from a drainage area south of 9th Street to the east will be intercepted with a new inlet structure and storm sewer along the south side of Old State Road within the right of way and routed to the detention basin. Concurrence from the Coles County Highway Department would be required. The City reserves the option to construct the Old State Road intercept structure and storm sewer in stages such that the intercepted tributary area would be added to the detention area at a later date.

DESCRIPTION OF DAM AND APPURTENANCES

The basic design criteria required by the City is for significant flood relief for storm flood events up to the ½ Probable Maximum Flood for the downstream berm, #1, and for the 100 year probability flood for the upstream berms, #2 and #3. Three separate basins will be created by constructing three tier berms at progressively lower elevations from upstream to downstream through the tract. Each basin is intended to be completely dry between rain events via concrete piping placed through the berms at the elevation of the low flow grass waterway. The piping from the downstream tier berm #1 drains directly into a manhole which serves as an energy dissipater. Downstream of tier berm #1 is an existing small bermed detention area drained by large diameter storm sewers that are tributary to Kickapoo Creek. Overflow from this existing detention system that is not handled by the storm sewers flows overland down the 14th Street roadway to Kickapoo Creek.

Design flows will pass through both the low flow piping placed in the grass waterway in the center of the detention basin and through emergency spillways placed near the groin of each tier berm. The pressure rated concrete piping will have precast reinforced concrete end sections on the upstream and downstream ends. The downstream end sections will discharge into rip rap stilling basins. The emergency spillways will have 10:1 entrance and exit slopes to facilitate maintenance and farming equipment access between basins. The emergency spillway side slopes along the berm crest will have 10:1 slopes also so that the entire berm crest system can be used for recreational walking and jogging. Estimated water velocities across these grassed emergency spillways are 3.0 to 4.2 fps during design storm flood events. These flow velocities are not high enough to facilitate sediment transport and cause erosion of the spillways.

The integrity of the downstream berm, #1, is to be such that overtopping will not occur during a ½ Probable Maximum Flood (½ PMF) storm flood event, meeting Class I Hazard requirements. The integrity of the two upstream berms is to be such that overtopping will not occur during a 100 year storm flood event, meeting the Class II Hazard requirements.

SIZE CLASSIFICATION

Berm #1

With a maximum height of 11.5 feet above the flowline and a maximum storage capacity of approximately 73.0 acre-feet, the dam is in the small size category.

Berm #2

With a maximum height of 13.6 feet above the flowline and a maximum storage capacity of approximately 68.9 acre-feet, the dam is in the small size category.

Berm #3

With a maximum height of 13.4 feet above the flowline and a maximum storage capacity of approximately 96.8 acre-feet, the dam is in the small size category.

HAZARD CLASSIFICATION

Berm #1 is classified as a Class I dam because of the high probability that, in the event of a dam failure, property damage downstream of the dam would be substantial. Berms #2 and #3 are classified as Class II dams because in the event of a dam failure, the risk of property damage downstream is moderate.

PURPOSE OF DAM

The purpose of the South Side Detention Basin is to mitigate chronic flooding to residential neighborhoods on the south side of Mattoon and to reduce flood flows in the Kickapoo Creek which flows through the south part of Mattoon.

PERTINENT DATA

Pertinent data about the dam, appurtenant works, and reservoir is presented in Table 1.

TABLE 1

Drainage Area	Square Miles			1.17
<u>Dam</u>	<u>Berm #1</u>	<u>Berm #2</u>	<u>Berm #3</u>	
Type	Earth Embankment	Earth Embankment	Earth Embankment	
Elevation, Top of Dam	718.00' MSL	721.30' MSL	722.50' MSL	
Height above Flowline	11.50'	13.65'	13.40'	
Upstream Slope(horiz:vert)	4:1	4:1	4:1	
Downstream Slope(horiz:vert)	4:1	4:1	4:1	
Length, Crest	2103'	2002'	2827'	
Top Width	8'	8'	8'	
Flowline Elevation	706.59' MSL	708.16' MSL	709.66' MSL	
<u>Reservoir</u>	<u>Berm #1</u>	<u>Berm #2</u>	<u>Berm #3</u>	
Normal Pool Storage	0 Ac-Ft	0 Ac-Ft	0 Ac-Ft	
Elevation, ½ PMF Pool	716.97' MSL	721.41' MSL	722.54' MSL	
Storage, ½ PMF Pool	59.79 Ac-Ft	69.97 Ac-Ft	97.70 Ac-Ft	
Storage, Top of Dam	72.97 Ac-Ft	68.86 Ac-Ft	96.82 Ac-Ft	
Elevation, 100 Yr Pool	715.06' MSL	720.14' MSL	721.28' MSL	
Storage, 100 Yr Pool	36.22 Ac-Ft	56.97 Ac-Ft	67.03 Ac-Ft	

Principal Spillway and Outlet Conduit

	<u>Berm #1</u> *	<u>Berm #2</u>	<u>Berm #3</u>
Type	Uncontrolled flow through concrete pipe (same for all berms)		
Size	24 Inch Diameter (same for all berms)		
Inlet Invert	706.50' MSL	708.05' MSL	709.55' MSL
Outlet Invert	700.00' MSL	707.65' MSL	709.10' MSL
Length	187'	96'	106'

*The principal spillway for berm #1 will also include the lower portion of the emergency spillway for up to 100 year discharges, see note under Emergency Spillway.

<u>Emergency Spillway</u>	<u>Berm #1</u>	<u>Berm #2</u>	<u>Berm #3</u>
Type	Concrete*	Earth Cut Channel, grass lined (same for #2, #3)	
Control Section	Concrete**	Earth Cut Channel, grass lined (same for #2, #3)	
Elevation, Crest	715.25' MSL	719.25' MSL	720.25' MSL
Length, Crest	47.5'	2-30' Sections	2-30' Sections
Width, Crest	8.0'	24.4'	26.0'
Side Slopes (horiz:vert)	10:1	10:1	10:1

* Alternate for articulated concrete revetment blocks

** Lower portion of spillway will be concrete and will serve as part of the principal spillway for discharge up to 100 year flows, upper portion will be either concrete or articulated concrete block and will serve as emergency spillway for up to ½ PMF flows.

SECTION 4

OPERATION ACTIVITIES

TYPES OF DAM INSPECTIONS

The inspection program includes two types of dam inspections. The first is regularly conducted by the Dam Operator and is referred to as an Operation and Maintenance Inspection. The second type of inspection, referred to as the Engineering Inspection, is conducted by a qualified engineer (all engineering reports must be signed and sealed by an Illinois Registered Professional Engineer).

Operation and Maintenance Inspection:

Occasional "walk-around" inspections of the dam and appurtenant works are to be made by the Dam Operator. During these inspections, a checklist of items to be maintained and items to be observed should be recorded. Appendix A provides an example of the Operation and Maintenance Inspection Checklist to be utilized for these inspections.

Frequency: Monthly and during and after unusual events such as heavy rainfall or an earthquake.

Inspection Items: During each inspection the following items should be noted in particular:

(1) Water Level - A staff gage which can be easily seen when the reservoir is full should be installed or painted on the drop inlet. Maximum reservoir levels as a result of heavy rainfall should be recorded.

(2) Concrete spillway - Clean any debris off crest and spillway; note evidence of concrete deterioration, especially at joints; note evidence of seepage at junction to embankment; note scour at downstream toe of spillway;

(3) Earth Embankment - Walk the crest, abutments, groins, side slopes, downstream toe and upstream toe or at the waterline of the dam concentrating on surface erosion, seepage, cracks, settlements, slumps, slides, and animal burrows. These are described as follows:

Surface Erosion - removal of vegetative cover by water action or pedestrian or vehicle usage forming deep ruts or gullies.

Seepage - The passage of water through and/or underneath the earth embankment abutment and natural groundline or at the contact between the embankment and outlet works can be indicated by cattails or other wet environmental vegetation, erosion channelization, or slumping on the embankment face.

Cracks - Deep cracks usually indicate the movement of the dam and/or the foundation and can be in either the longitudinal (along the length of the dam) or transverse (across

the dam) directions. Cracking can be an indicator of the beginning of slumps. Shallow cracks may develop during the summer when the surface soils of the embankment become severely dried and are usually of no concern in regard to the safety of the dam.

Settlement - Settlement is indicated by depressions or low spots and can be signs of consolidation of the dam or foundation or the loss of material beneath the settlement area.

Slumps/Slides - Slow or sudden movements of the earth embankment slope on either face toward the toe of the dam.

If seepage indicates the presence of soil particles, or if deep cracks, settlement, slumps, or slides are noticed, a qualified engineer should be contacted immediately for consultation.

Animal Burrows - Animal burrows result in a loss of earth embankment material and can provide seepage paths for water through the embankment.

(4) Vegetation - Grass should be a thick vigorous growth to stabilize embankment soils and prevent erosion from occurring. Note the height of the grass; if greater than 1 foot, a mowing of the area should be scheduled before the next inspection. There should be NO trees on the earth embankment and NONE within a minimum of 20 feet of the embankment toes or concrete structures. There should be NO trees in the emergency spillway.

(5) Outlet Works - Check for any debris or other obstructions within the impact basin which may block or restrict the free flow of water. Check for the development of any rusty areas on the concrete, and seepage, cracking, breaking, or spalling of the concrete. Check to make sure weepholes are clear and operating properly. Check for any erosion occurring at the embankment/structure junction.

(6) Concrete Block and Rip Rap - Check to make sure that the blocks and rip rap are remaining in a uniform position. Freeze/thaw action or flow over the blocks or rip rap may tend to lift or fracture them, thus requiring replacement or leveling to maintain the necessary level of protection. NO trees or woody vegetation should be growing through the blocks or rip rap.

(7) Fences - Check for damage, accumulated debris, operation of gates and locks, and adequacy of locations (this may change with time as people access the area or development occurs in the area).

(8) Drains - The change in location or amount of flows discharging from the toe drain should be recorded. If a significant change has occurred, a qualified engineer should be contacted for consultation.

(9) Emergency Spillway - Check for settlement or cracking of the crest control wall. Check for any tree or brush growth, and other debris in the spillway, upstream and downstream areas which may restrict the flow of water. Check for rutting, erosion, or loss of vegetative cover on turf spillways.

(10) Downstream Floodplain - Check the floodplain downstream of the dam for a distance of at least 100 feet for signs of seepage or boils.

Records: A log book of activities occurring at the dam is to be kept current by the Dam Operator. The log book should be reviewed during the Engineering Inspection and may be helpful during budget preparations. This book should contain at least the following documentation:

- (1) Completed operation and maintenance inspection checklists
- (2) Additional visual observations
- (3) A list of maintenance performed
- (4) A list of any unusual occurrences at the dam
- (5) A copy of the engineering inspection reports

Engineering Inspection:

The engineering inspection is to be conducted by a qualified engineer. The inspection will provide a thorough evaluation of the condition of the dam and appurtenances. Appendix B is an example of the inspection report form which is to be utilized for these inspections.

Frequency: The downstream Berm #1 of the 14th Street Detention Basin Dam is classified as a CLASS I, HIGH HAZARD POTENTIAL dam. Class I dams are to be inspected annually. The two upstream Berms #2 and #3 are classified as Class II Significant Hazard Potential. Class II dams are to be inspected annually.

Inspection Items: The engineer will thoroughly inspect the items noted under Operation and Maintenance Inspection in addition to the following items:

- (1) Principal and Auxiliary Spillways - Check for signs of seepage, structural cracking or spalling of concrete, misalignment of pipe, joint separation or differential settlement.
- (2) Emergency Spillway - Check for signs of degradation of the embankment adjacent to the emergency spillway to assure that emergency spillway flows do not attack downstream berms. Check for erosion, rutting, or loss of vegetative cover of turf emergency spillways of berms #2 and #3. Recommend armoring with concrete if a defined crest cannot be maintained in good condition.

Records: The Dam Inspection Report form, Appendix B, will be completed by the inspecting engineer and will be signed and sealed by an Illinois Registered Professional Engineer. This report will document problem areas and deficiencies; recommend remedial actions for problem areas; and establish time requirements for dealing with the problems. The original report will be retained in the City of Mattoon's South Side Detention Basin Dam file and a copy of the report will be submitted to the Illinois Department of Natural Resources, Office of Water Resources.

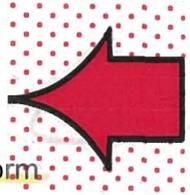


REVIEW OF EMERGENCY ACTION PLAN

The Emergency Action Plan should be reviewed annually to assure that all contacts, addresses, telephone numbers, etc. are current. Changes to the plan should be made as appropriate but only with the concurrence of the Mattoon office of the Emergency Services and Disaster Agency and of the Department of Natural Resources, Office of Water Resources. Copies of any revisions should also be forwarded to all personnel that have the plan.

SECTION 5

MAINTENANCE ACTIVITIES



Timely repairs are a must after problem areas have been identified. The dam operator is to perform the work required to correct items noted in the operation and maintenance and engineering inspections. Such items include mowing, seeding, tree and brush removal, painting, replacing riprap, repairing fences and locks, clearing debris, etc. The maintenance activities specified in the following section are minimum requirements. NOTE: NO alterations or repairs to structural elements should be made without the assistance of a qualified engineer and the concurrence of the Illinois Department of Natural Resources, Office of Water Resources.

Debris: Remove all trash, logs and other debris which may obstruct flow into the principal spillway pipe, and emergency spillway or block passage from their discharge channels.

Concrete Block and Rip Rap: Replace or level blocks and rip rap as needed to provide adequate protection against erosion.

Vegetation Control:

- (1) A good grass cover on the embankment should be maintained by seeding, fertilizing and mulching areas which are refilled, barren, or thinly vegetated. Seeding mixtures used for maintenance reseeding shall result in a cover compatible with adjacent cover. The seeding mixture used at the time of the basin's construction was IDOT's Seeding Class II.
- (2) Grassed areas such as the embankment, the emergency spillway, and areas beyond the embankment toes for a distance of at least 20 feet should be mowed at least twice annually when dry conditions permit and at any time the height of the grass exceeds 1 foot.
- (3) All eroded or rutted areas should be filled and compacted, reseeded, fertilized and mulched to establish a thick erosion resistant cover.
- (4) All trees and brush on the dam embankment should be removed to prevent development of a root system which could provide seepage paths. Herbicides utilized for tree and brush control are discussed in Appendix C.
- (5) The emergency spillway area should be kept clear of weeds, brush and trees. For berms #2 and #3, if a defined crest cannot be maintained in good condition with turf, then the crest should be armored with concrete, similar to the berm #1 spillway.
- (6) All trees and brush should be removed from the outlet channel to a distance of approximately 100 feet downstream from the stilling basin.
- (7) All brush and trees should be removed to a distance of approximately 20 feet beyond both toes of the dam.

Animal Damage: Rodent holes should be filled with compacted clayey dirt and reseeded. If rodents become a nuisance, an effective rodent control program as approved by the Illinois Department of Natural Resources District Wildlife Biologist should be implemented.

Drains; All drains and weepholes should be kept open and functional by cleaning them of silt and debris.

Signs: All warning signs and staff gages should be maintained (repaired, painted, or replaced) as needed.

Sedimentation: Efforts should be made to work with the U.S. Department of Agriculture, Natural Resources Conservation Service and the upstream land owners to minimize the sediment being transported to the reservoir.

APPENDIX A

OPERATION AND MAINTENANCE INSPECTION CHECKLIST

OPERATION AND MAINTENANCE INSPECTION

Dam Name: _____

Date and Time of Inspection: _____

Name of Inspector: _____

Reservoir Elevation: _____

<u>ITEM</u>	<u>NO</u>	<u>YES</u>	<u>IF YES</u>
Surface Cracks	_____	_____	Contact Superintendent
Slump or Slide on the upstream or downstream face	_____	_____	Contact Superintendent
Erosion from runoff, wave action or traffic	_____	_____	Repair and stabilize
Embankment, abutment or spillway seepage	_____	_____	Contact Superintendent
Emergency Spillway deterioration, rutting, erosion, loss of vegetation	_____	_____	Contact Superintendent
Seepage or flows of muddy water	_____	_____	Contact Superintendent and ESDA
Uneven settlement	_____	_____	Contact Superintendent
Concrete cracks, spalls, joint deterioration	_____	_____	Contact Superintendent
Uneven concrete blocks	_____	_____	Level and stabilize
Trees, brush or burrow holes on the embankment	_____	_____	Remove trees and brush, fill holes
Spillways or trash racks blocked	_____	_____	Clear immediately
Pipe joint separation	_____	_____	Contact Superintendent
Scour	_____	_____	Contact Superintendent
Height of grass _____ inches			If more than 1 foot, schedule mowing

Comments: _____

APPENDIX B

ENGINEERING INSPECTION FORM

(See OWR document entitled "Guidelines and Forms for Inspection of Illinois Dams")

Dam Inspection Report

Name of Dam _____ Dam ID No. _____

Permit Number _____ Class of Dam _____

Location _____ Section _____ Township _____ Range _____

Owner _____
Name Telephone Number (Day)

_____ Street Telephone Number (Night)

_____ City _____ Zip Code _____ County _____

Type of Dam _____

Type of Spillway _____

Date(s) Inspected _____

Weather When Inspected _____

Temperature When Inspected _____

Pool Elevation When Inspected _____

Tailwater Elevation When Inspected _____

Inspection Personnel:

_____ Name Title

_____ Name Title

Professional Engineer's Seal _____ Name Title

CONDITION CODES

- NE - No evidence of a problem
- GC - Good condition
- MM - Item needing minor maintenance and/or repairs within the year, the safety or integrity of the item is not yet imperiled
- IM - Item needing immediate maintenance to restore or ensure its safety or integrity
- EC - Emergency condition which if not immediately repaired or other appropriate measures taken could lead to failure of the dam
- OB - Condition requires regular observation to ensure that the condition does not become worse
- NA - Not applicable to this dam
- NI - Not inspected - list the reason for non-inspection under deficiencies

EARTH EMBANKMENT

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Surface Cracks			
Vertical and Horizontal Alignment of Crest			
Unusual Movement or Cracking At or Beyond Toe			
Sloughing or Erosion of Embankment and Abutment Slopes			
Upstream Face Slope Protection			
Seepage			
Filter and Filter Drains			

EARTH EMBANKMENT

(Continued)

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Animal Damage			
Embankment Drainage Ditches			
Vegetative Cover			
Other (Name)			
Other			
Other			
Other			

CONCRETE OR MASONRY DAMS

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Seepage			
Structure to Abutment/ Embankment Junctions			
Water Passages			
Foundation			
Surface Cracks in Concrete Surfaces			
Structural Cracking			
Vertical and Horizontal Alignment			

CONCRETE OR MASONRY DAMS
(CONTINUED)

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Monolith Joints			
Contraction Joints			
Spalling of Concrete			
Filters, Drains, etc.			
Riprap			
Other (Name)			

IF THE DAM IS GATED - Fill out the portion of the Principal Spillway Form related to Gated Spillways

PRINCIPAL SPILLWAY
APPROACH CHANNEL

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Debris			
Side Slope Stability			
Slope Protection			
Other (Name)			
Other			
Other			
Other			

PRINCIPAL SPILLWAY

- Drop Inlet Spillway
 Overflow Spillway Structure
 Gated

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Erosion, Spalling, Cavitation			
Structure to Embankment Junction			
Drains			
Seepage Around or Into Structure			
Surface Cracks			
Structural Cracks			

IF THE SPILLWAY IS GATED FILL OUT THE GATES SECTION

PRINCIPAL SPILLWAY

(Continued)

- Drop Inlet Spillway
 Overflow Spillway Structure
 Gated

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Alignment of Abutment Walls			
Construction Joints			
Filter and Filter Drains			
Trash Racks			
Bridge and Piers			
Differential Settlement			
Other (Name)			

IF THE SPILLWAY IS GATED FILL OUT THE GATES SECTION

PRINCIPAL SPILLWAY

(Continued)

Conduit

Gated

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Erosion, Spalling, Cavitation			
Joint Separation			
Seepage Around of Into Conduit			
Surface Cracks			
Structural Cracks			
Trash Racks			
Differential Settlement			
Alignment			
Other (Name)			

IF THE SPILLWAY IS GATED FILL OUT THE GATES SECTION

PRINCIPAL SPILLWAY

(Continued)

Chute

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Erosion, Spalling, Cavitation			
Structure to Embankment Junction			
Construction Joints			
Expansion and Contraction Joints			
Differential Settlement			
Surface Cracks			
Structural Cracks			
Wall Alignment			
Other (Name)			

IF THE SPILLWAY IS GATED FILL OUT THE GATES SECTION

PRINCIPAL SPILLWAY

Principal Spillway
 Dewatering
 Other: _____

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Gate Sill			
Gate Seals			
Gate and Frame			
Operating Machinery			
Emergency Operating Machinery			
Other (Name)			
Other			

OUTLET WORKS
IF SEPARATE FROM PRINCIPAL SPILLWAY STRUCTURE

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Erosion, Spalling, Cavitation			
Joint Separation			
Seepage Around or Into Conduit			
Intake Structure			
Outlet Structure			
Outlet Channel			
Riprap			
Other (Name)			
Other			

ENERGY DISSIPATOR

Principal Spillway
Type: _____

Outlet Works

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Erosion, Spalling, Cavitation			
Structure to Embankment Junction			
Construction Joints			
Surface Cracks			
Structural Cracks			
Differential Alignment			
Expansion and Contraction Joints			

ENERGY DISSIPATOR

(Continued)

Principal Spillway Outlet Works

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Riprap			
Outlet Channel			
Debris			
Other (Name)			
Other			
Other			
Other			

EMERGENCY SPILLWAY

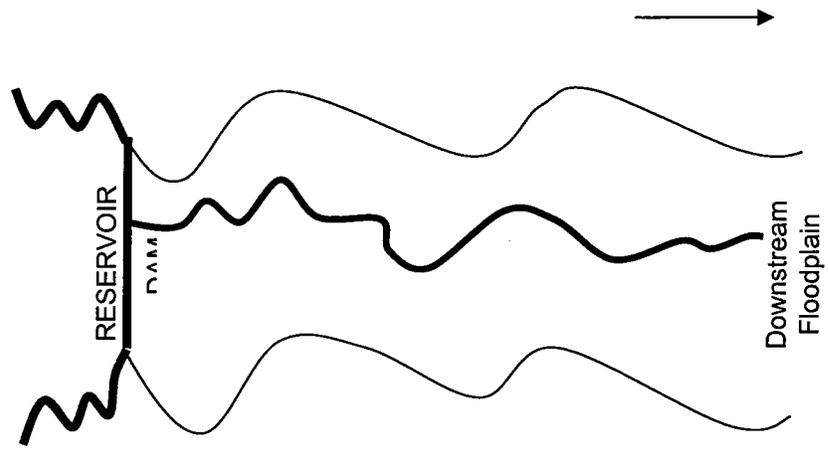
Earth

Other: Name _____

ITEM	CONDITION CODE	DEFICIENCIES	RECOMMENDED REMEDIAL MEASURES AND IMPLEMENTATION SCHEDULE
Erosion			
Weeds, Logs, Other Obstructions			
Side Slope Sloughing			
Vegetation			
Sedimentation			
Riprap			
Settlement of Crest			
Downstream Channel			
Other (Name)			

DOWNSTREAM DEVELOPMENT
APPROXIMATE WIDTH OF AFFECTED FLOODPLAIN _____ MILES

MILES DOWNSTREAM FROM DAM	DOWNSTREAM DEVELOPMENT												Loss of Life Potential			Economic Loss Potential			
	OCCUPIED HO	UNOCCUPIED	AGRICULTURA	INDUSTRIAL BR	COMMERCIAL	SCHOOLS	HOSPITALS	ROADS & BRID	DAMS	OVERHEAD UT	OTHER DEVEL	OTHER DEVEL	NONE	1 TO 10	OVER 10	MINIMAL EXPE	APPRECIABLE	EXCESSIVE EX	
0 to 1/4																			
1/4 to 1/2																			
1/2 to 3/4																			
3/4 to 1																			
1 to 1-1/4																			
1-1/4 to 1-1/2																			
1-1/2 to 1-3/4																			
1-3/4 to 2																			
OVER 2																			



The number of homes, buildings, or other items in the floodplain downstream of the dam should be placed in the appropriate row and column to designate their location.

Owner's Maintenance Statement

I, _____, owner of _____ dam,
Dam Identification Number _____, in _____ County,
am maintaining the dam in accordance with the accepted maintenance plan which is part of
Permit Number _____.

Signature

Date

Owner's Operation and Maintenance Plan Statement

I, _____, owner of _____ dam,
Dam Identification Number _____, in _____ County,
have reviewed the operation and maintenance plan including the Emergency Action Plan (EAP),
which is part of, Permit Number _____.

I _____ have enclosed the appropriate revisions or

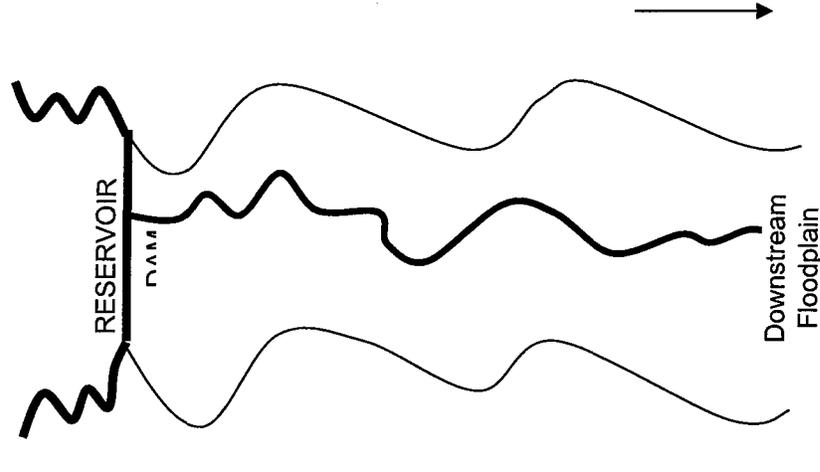
_____ have determined that no revisions to the plan are necessary.

Signature

Date

DOWNSTREAM DEVELOPMENT
APPROXIMATE WIDTH OF AFFECTED FLOODPLAIN _____ MILES

MILES DOWNSTREAM FROM DAM	DOWNSTREAM DEVELOPMENT											Loss of Life Potential			Economic Loss Potential				
	OCCUPIED HO	UNOCCUPIED	AGRICULTURA	INDUSTRIAL BU	COMMERCIAL	SCHOOLS	HOSPITALS	ROADS & BRID	DAMS	OVERHEAD UT	OTHER DEVEL	OTHER DEVEL	NONE	1 TO 10	OVER 10	MINIMAL EXPE	APPRECIABLE	EXCESSIVE EX	
0 to 1/4																			
1/4 to 1/2																			
1/2 to 3/4																			
3/4 to 1																			
1 to 1-1/4																			
1-1/4 to 1-1/2																			
1-1/2 to 1-3/4																			
1-3/4 to 2																			
OVER 2																			



The number of homes, buildings, or other items in the floodplain downstream of the dam should be placed in the appropriate row and column to designate their location.

APPENDIX C
HERBICIDES

HERBICIDES

Site personnel should check with the Illinois Department of Natural Resources, Regional Fisheries Biologist and the Regional Wildlife Biologist before using any herbicide. Read the product label prior to use and follow the use directions and precautions accordingly.

On March 1, 1979 the U.S. Environmental Protection Agency (U.S.E.P.A.) Halted the use of the herbicide 2, 4, 5-T in parks and recreation areas. The use of silvex (2, 4, 5-TP) around water has also been banned.

The Agronomy Department at the University of Illinois and the Aquatic Biology Section of the Department of Natural Resources, Office of Scientific Research and Analysis indicate that the herbicides containing the 2, 4-D or 2, 4-DP are legal for controlling brush and woody growth. Some examples of approved herbicides are:

- 1) Tordon RTU by DOW Chemical. (Can be obtained with blue dye.)
- 2) WEEDONE 170 by Union Carbide
- 3) WEEDONE, 2, 4-DP by Union Carbide
- 4) A 1% to 2% solution of ROUNDUP
- 5) Garlon by DOW Chemical
- 6) Banvel by Sandoz

Your distributor may carry brand name herbicides other than those listed above. Be certain that the product does not contain the ingredients 2, 4, 5-T or 2, 4, 5-TP. An example of an unacceptable product is ESTERON 2, 4, 5 by DOW Chemical.

APPENDIX C

HERBICIDES

HERBICIDES

Site personnel should check with the Illinois Department of Natural Resources, Regional Fisheries Biologist and the Regional Wildlife Biologist before using any herbicide. Read the product label prior to use and follow the use directions and precautions accordingly.

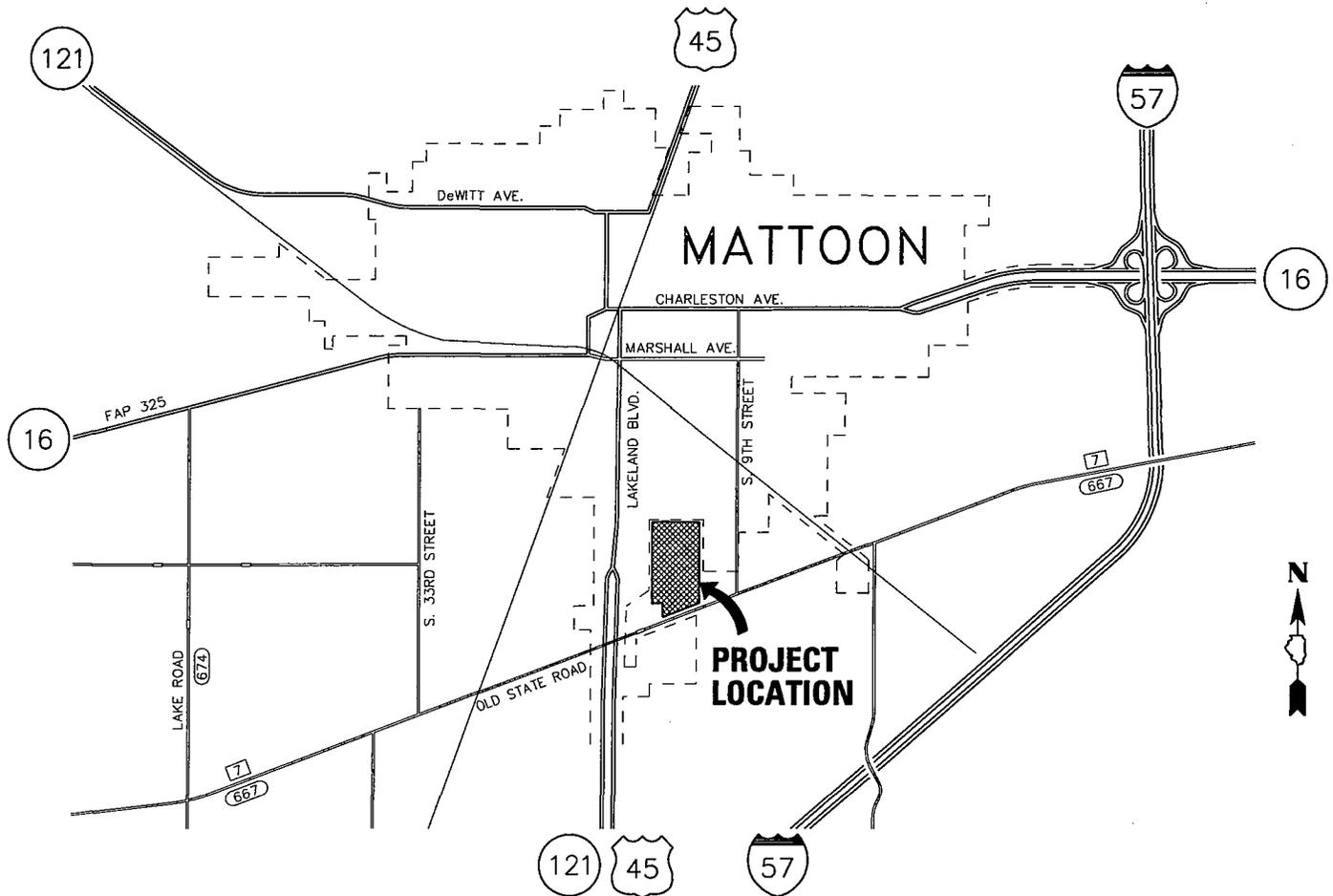
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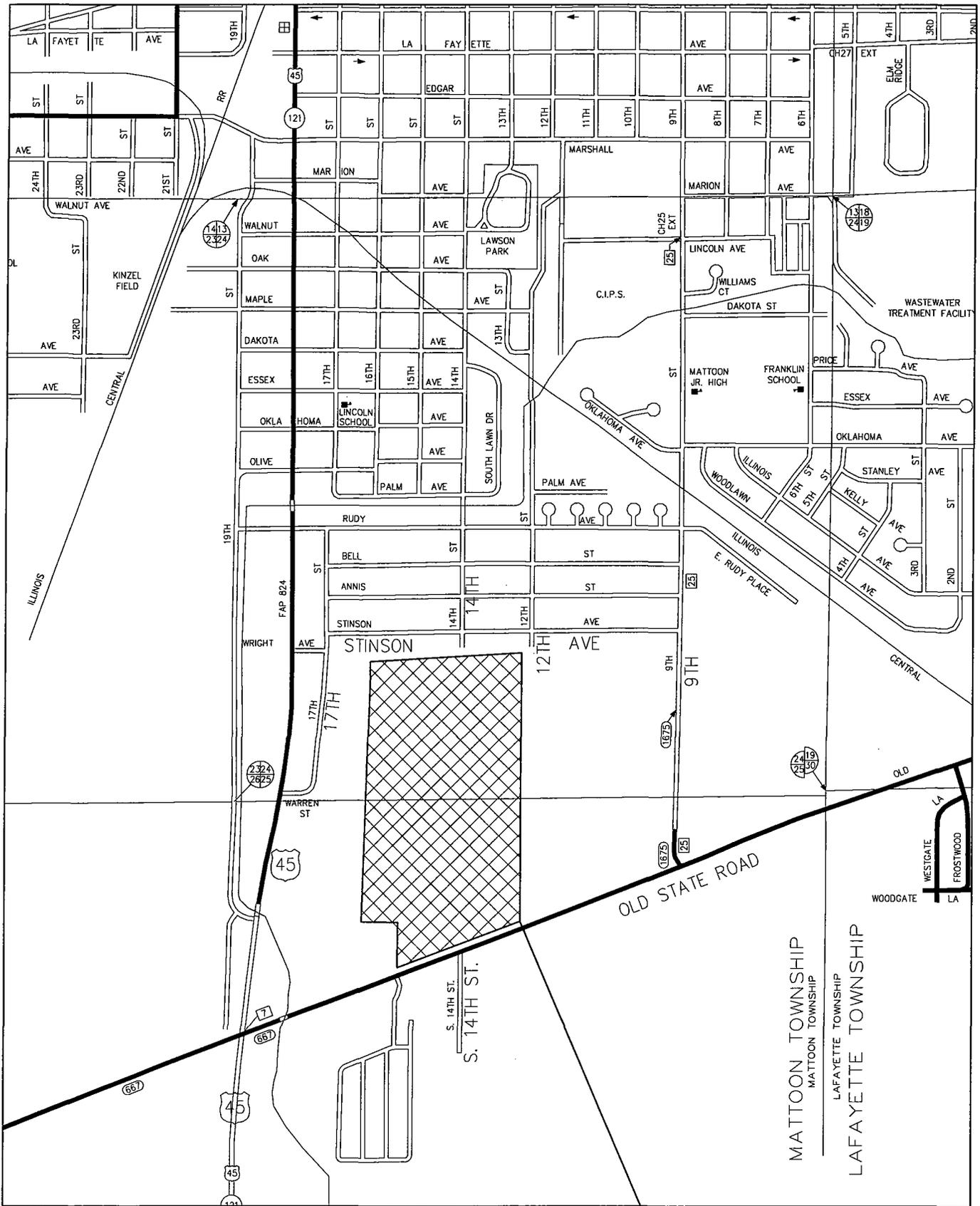
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- 2) WEEDONE 170 by Union Carbide
- 3) WEEDONE, 2, 4-DP by Union Carbide
- 4) A 1% to 2% solution of ROUNDUP
- 5) Garlon by DOW Chemical
- 6) Banvel by Sandoz

Your distributor may carry brand name herbicides other than those listed above. Be certain that the product does not contain the ingredients 2, 4, 5-T or 2, 4, 5-TP. An example of an unacceptable product is ESTERON 2, 4, 5 by DOW Chemical.

VICINITY MAP

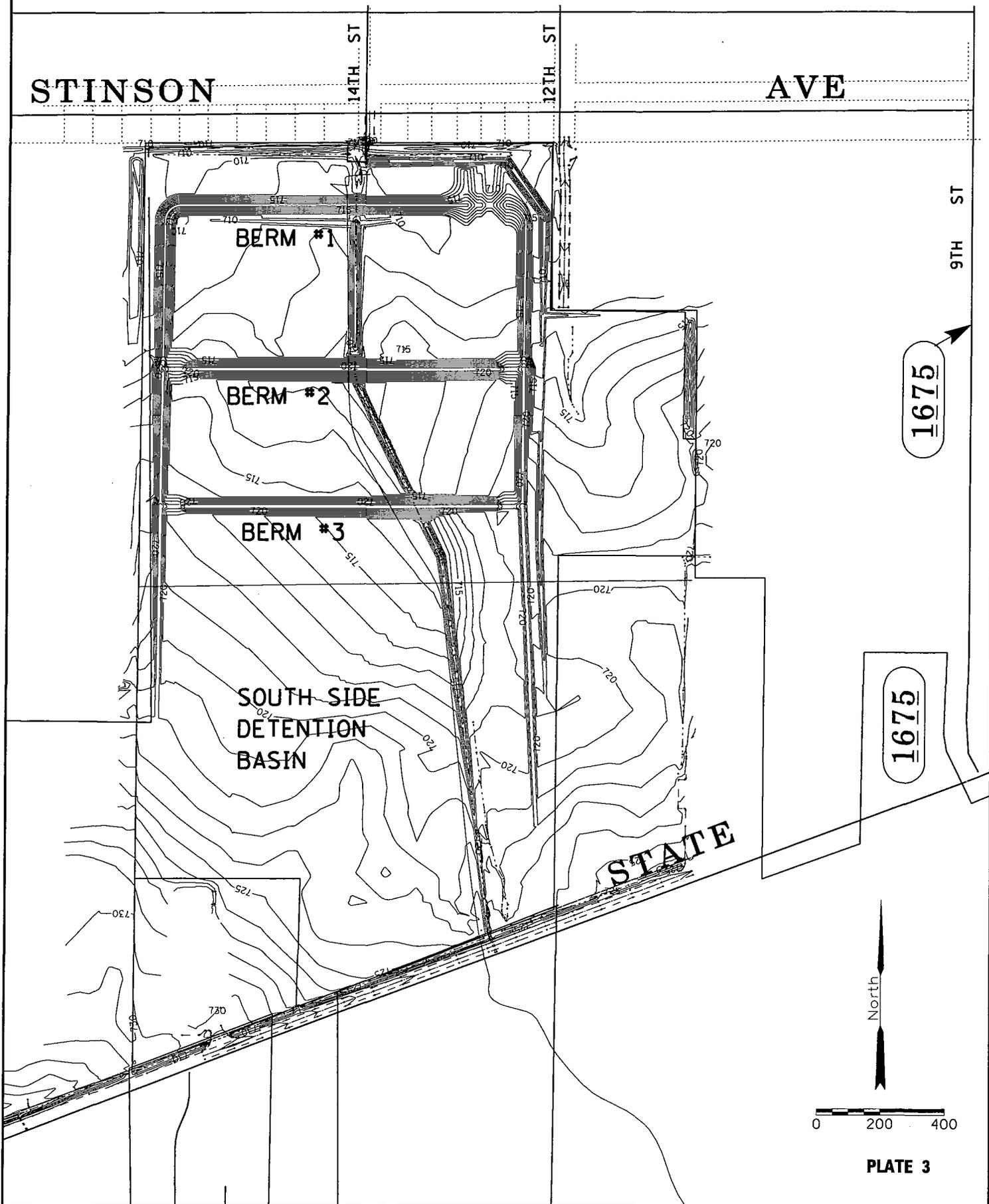


LOCATION MAP



PROJECT AREA

PLAN VIEW OF DAM

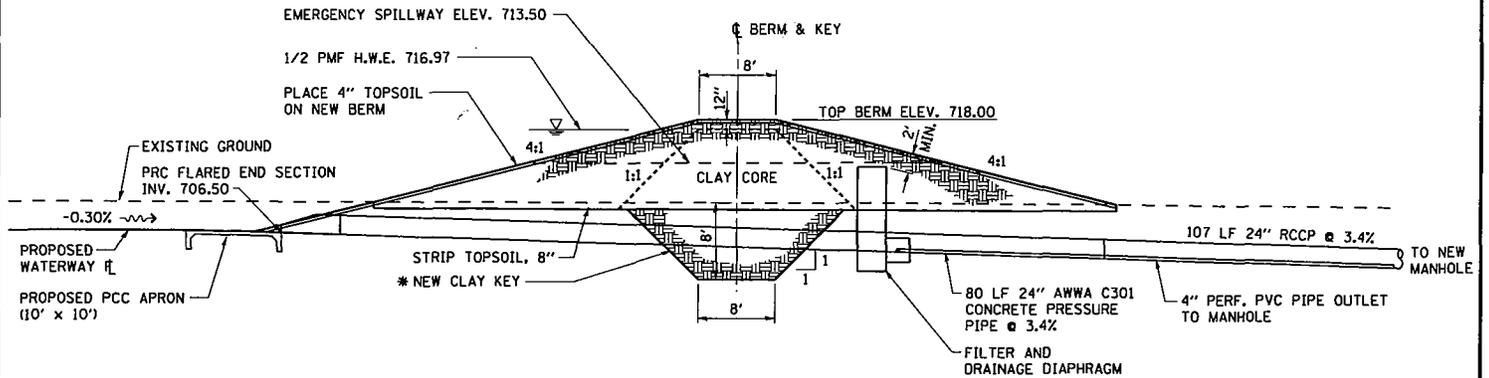


North

0 200 400

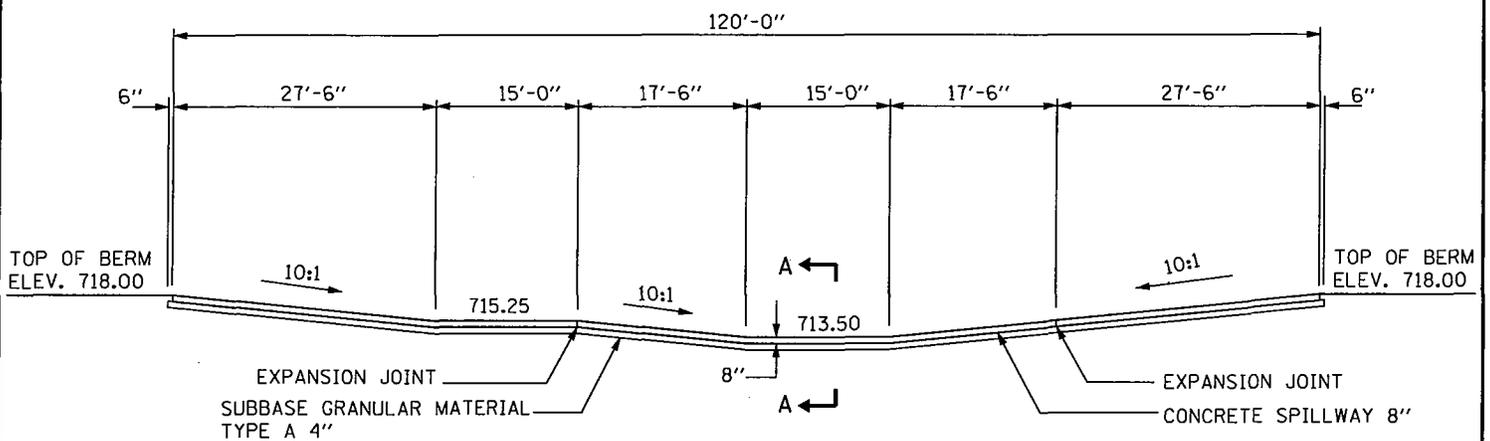
PLATE 3

TYPICAL SECTION THROUGH PRINCIPAL SPILLWAY - BERM #1



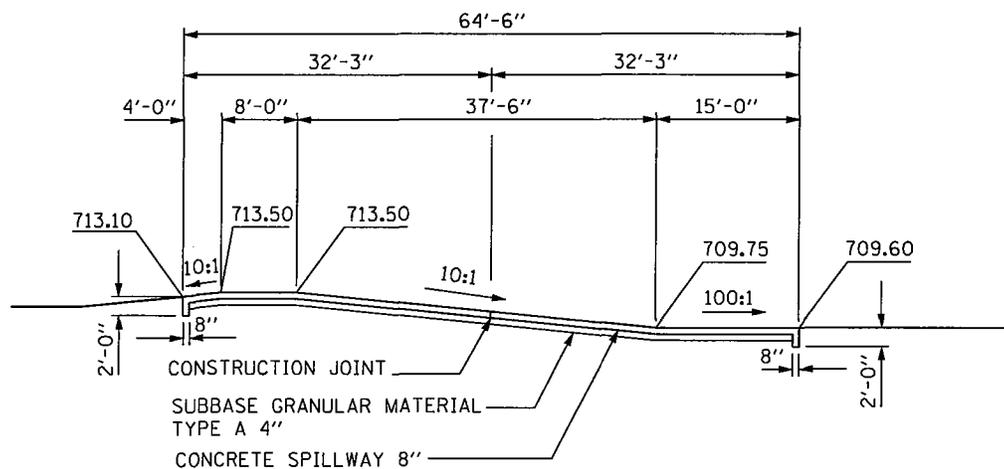
TYPICAL SECTION THRU BERM #1

① * CLAY KEY ALONG THE ENTIRE NORTH END OF BERM *
 LOOKING WEST



TYPICAL SECTION THRU EMERGENCY SPILLWAY

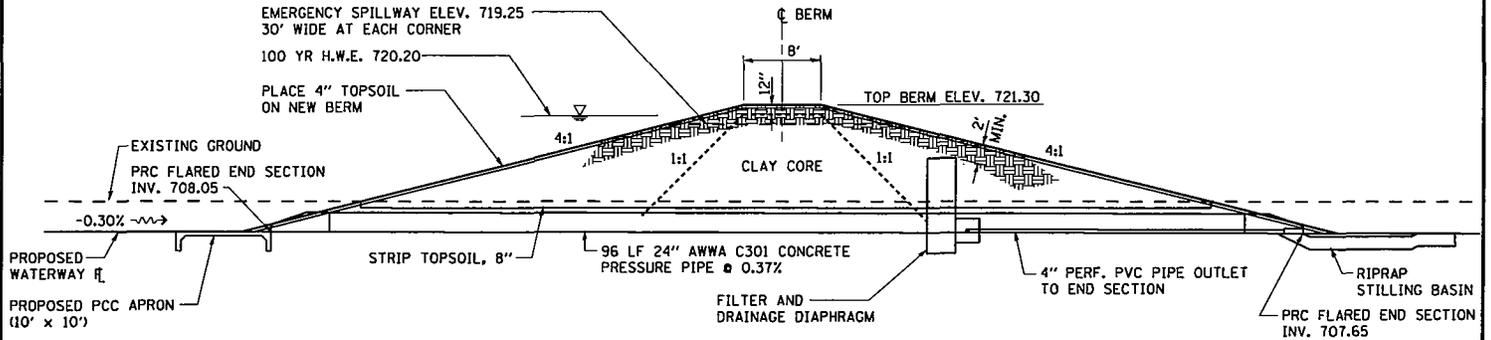
② LOOKING NORTH



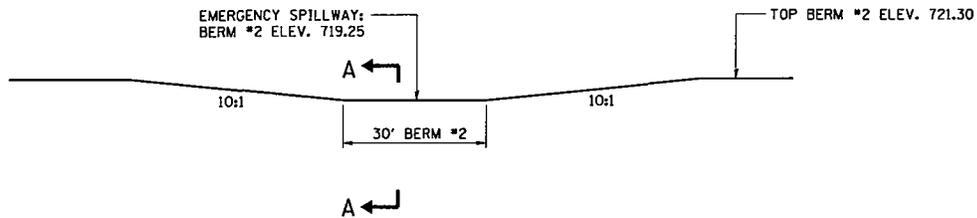
TYPICAL SECTION A-A THRU EMERGENCY SPILLWAY CREST

③ LOOKING WEST

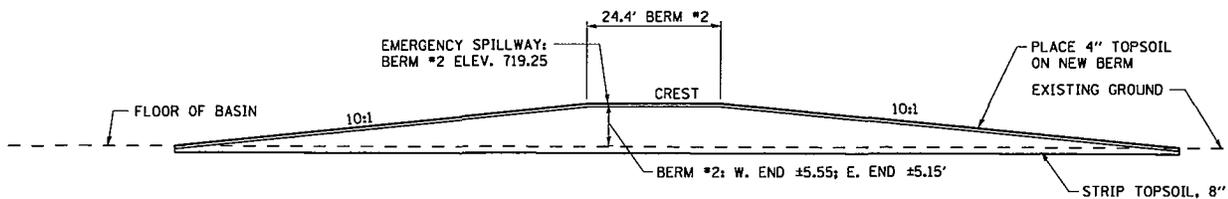
TYPICAL SECTION THROUGH PRINCIPAL SPILLWAY - BERM #2



**TYPICAL SECTION
THRU BERM #2**
① LOOKING WEST

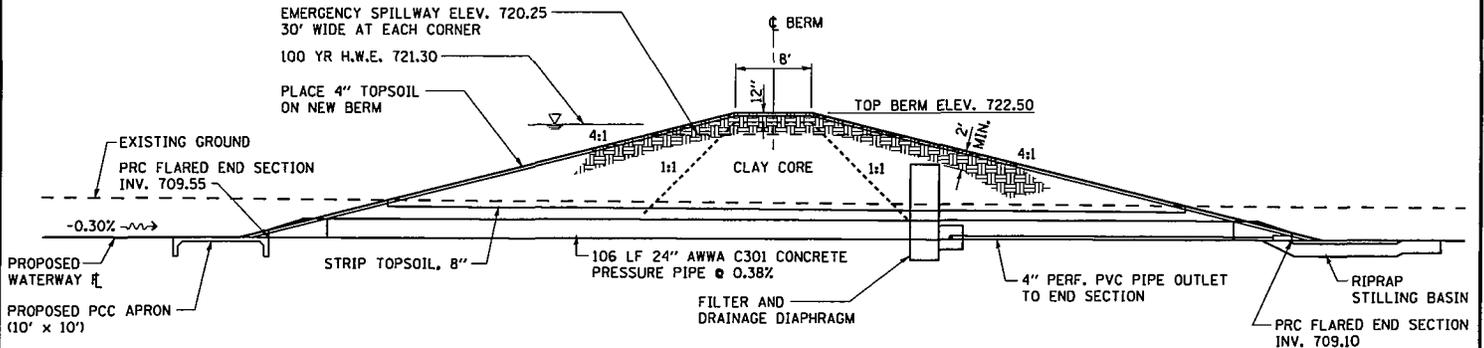


**TYPICAL SECTION THRU
EMERGENCY SPILLWAY**
② LOOKING NORTH

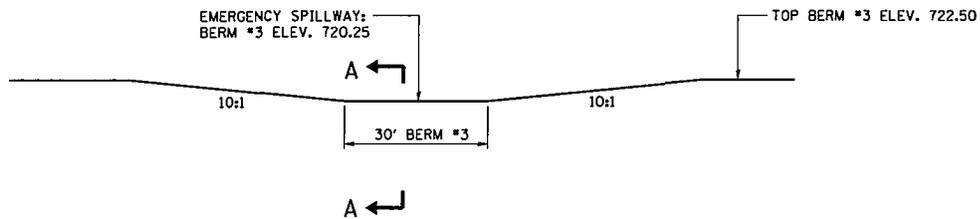


**TYPICAL SECTION A-A THRU
EMERGENCY SPILLWAY CREST**
③ LOOKING WEST

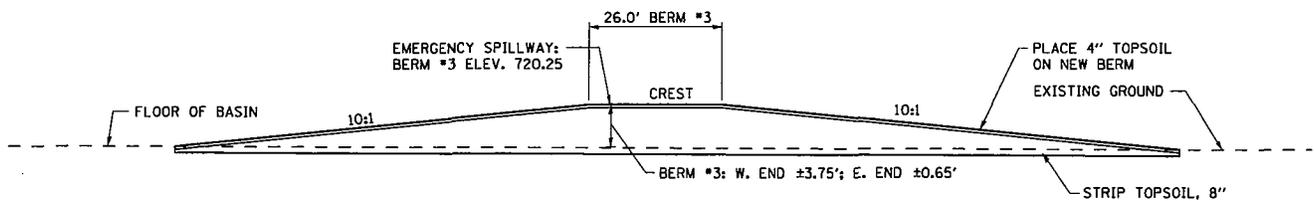
TYPICAL SECTION THROUGH PRINCIPAL SPILLWAY - BERM #3



**TYPICAL SECTION
THRU BERM #3**
① LOOKING WEST

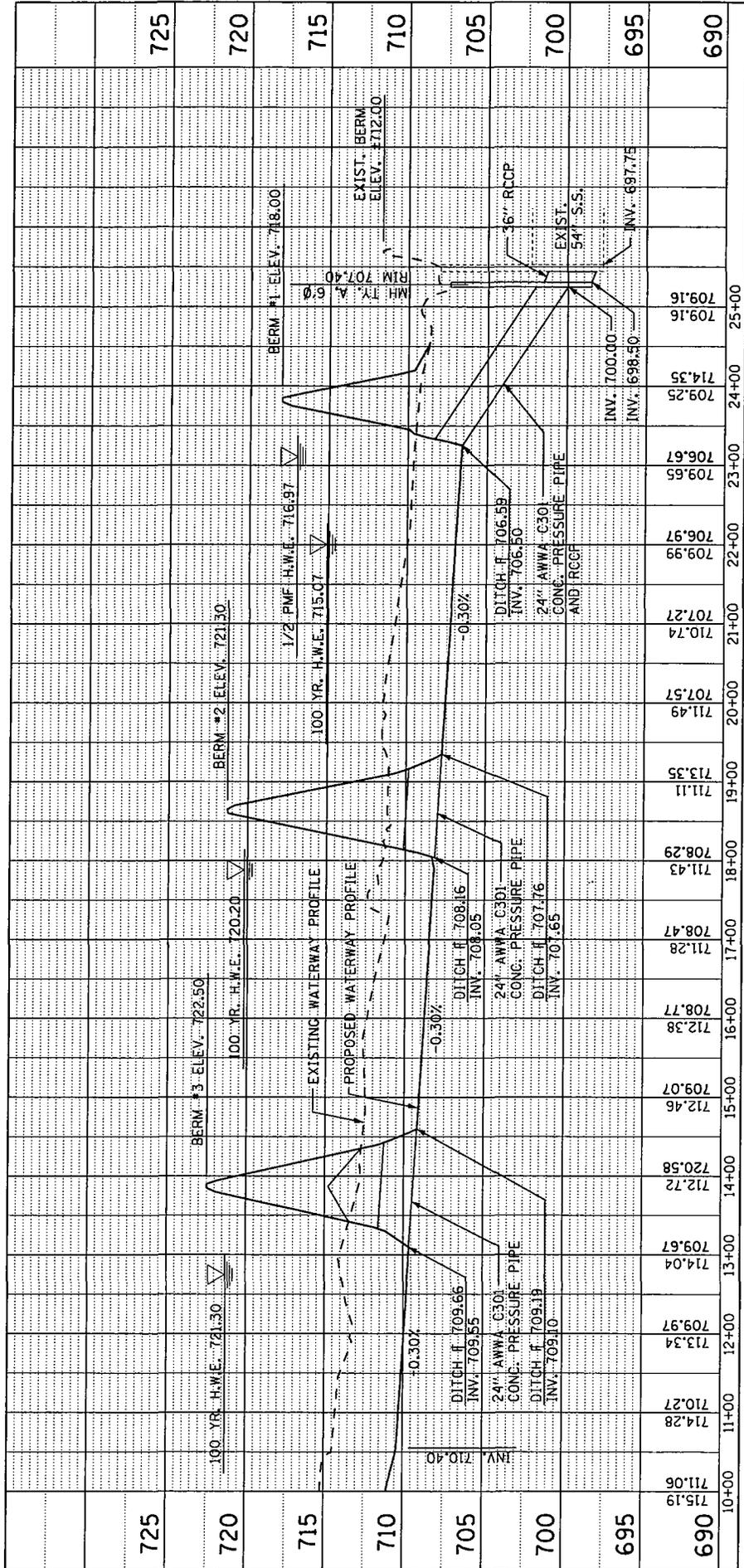


**TYPICAL SECTION THRU
EMERGENCY SPILLWAY**
② LOOKING NORTH



**TYPICAL SECTION A-A THRU
EMERGENCY SPILLWAY CREST**
③ LOOKING WEST

PROFILE OF DAM



CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1413

AN ORDINANCE AUTHORIZING THE GRANTING OF A PERMANENT EASEMENT TO THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR PART OF THE PROPERTY TO BE USED FOR THE SOUTHSIDE DRAINAGE PROJECT

WHEREAS, for the last fifty years the City of Mattoon has had issues with flooding on the southern boundary of the City; and

WHEREAS, for the last five years the City has been working with the Illinois Department of Natural Resources (DNR) for the construction of water detention facilities on the south side of the City; and

WHEREAS, as part of the issuance of the permits for the project DNR has requested a Permanent Easement granting them access to the property for inspections of the water detention facilities constructed on the property ; and

WHEREAS, the City believes it is in it’s best interest to work with the DNR and to give them access to the property to insure the permanent integrity of the water detention facilities constructed by the City; and,

WHEREAS, The City Attorney has drafted a Permanent Easement that is attached hereto and incorporated herein as Exhibit “A.”

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 Permanent Easement attached hereto as Exhibit “A” and are directed to file the same with the Office of the Coles County Clerk and Recorder.

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

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

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010.

Timothy D. Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

Recorded in the Municipality's Records on _____, 2010.

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the City of Mattoon, Grantor, in the County of Coles and State of Illinois; covenant and agree with the State of Illinois Department of Natural Resources – Office of Water Resources, Grantee, as follows:

The Grantors hereby represent that they are the owners in fee simple of the tract of land situated in the County of Coles and State of Illinois, and described as follows:

See Attached Exhibit "A"

The Grantors hereby convey to the Grantee the right, easement, and privilege to enter upon the tract of land described above for the sole purpose of 1) in the event of imminent danger of failure of the detention basin impoundment berms during a flood event, to enter upon the property if necessary to prevent or alleviate dam breach damage, and agreement by Grantor to compensate the State of Illinois for costs reasonably incurred by such an emergency action; and 2) to inspect the dam site and immediate vicinity before, during and after construction and for the life of the dam and its appurtenances. The Grantee shall notify the Grantor 10 days in advance of any inspection other than an emergency inspection.

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

Dated this 17th day of November, 2010.

The City of Mattoon

[SEAL]

By: _____
Timothy D. Gover, Acting Mayor

Attest

By: _____
Susan J. O'Brien, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COLES)

I, the undersigned, a notary public in and for said County, in the State of Illinois, do hereby certify that Timothy D. Gover, known to me to be the Acting 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 Acting Mayor he signed, sealed and delivered said Permanent Easement 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 Permanent Easement by the City Council.

Witness my hand and official seal of office this 17th day of November, 2010.

Notary Public

LEGAL DESCRIPTION

A part of the Southeast Quarter of the Southwest Quarter and a part of the Southwest Quarter of the Southeast Quarter of Section 24, and a part of the Northwest Quarter of Section 25, all in Township 12 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 24, Township 12 North, Range 7 East of the Third Principal Meridian; thence azimuth 269 degrees 29 minutes 28 seconds, (azimuths based on Illinois State Plane Coordinate System East Zone Datum of 1983) a distance of 1353.74 feet to an iron pipe with #1340 cap and the Point of Beginning; thence azimuth 180 degrees 28 minutes 46 seconds, 528.39 feet to an iron pipe; thence azimuth 90 degrees 27 minutes 48 seconds, 425.16 feet to an iron pin; thence azimuth 180 degrees 18 minutes 47 seconds, 399.83 feet to an iron pin with #2645 cap; thence azimuth 90 degrees 22 minutes 04 seconds, 40.05 feet to an iron pin with #1844 cap; thence azimuth 180 degrees 20 minutes 49 seconds, 369.34 feet to an iron pin with #2645 cap; thence azimuth 269 degrees 59 minutes 22 seconds, 430.60 feet to an iron pin; thence azimuth 180 degrees 21 minutes 16 seconds, along the east line of the Northeast Quarter of the Northwest Quarter of Section 25, Township 12 North, Range 7 East of the Third Principal Meridian, 1121.31 feet to an iron pin on the northerly right of way line of Old State Road; thence azimuth 249 degrees 05 minutes 01 second along said right of way line, 865.92 feet; thence azimuth 01 degree 16 minutes 05 seconds, 406.73 feet to an iron pin with #3378 cap; thence azimuth 270 degrees 07 minutes 56 seconds, 519.69 feet to an iron pin with #2384 cap on the east line of the West Half of the Northwest Quarter of said Section 25; thence azimuth 00 degrees 19 minutes 50 seconds along said east line 1022.25 feet to an iron pin; thence azimuth 00 degrees 27 minutes 44 seconds along the east line of the Southwest Quarter of the Southwest Quarter of said Section 24 a distance of 1300.22 feet to an iron pin with #2259 cap on the south line of Green Meadows Subdivision Number 5; thence azimuth 89 degrees 55 minutes 59 seconds along said south line 1284.35 feet to the Point of Beginning, all situated in the City of Mattoon, Coles County, Illinois.

SIGNED AND SEALED this 12TH day of NOVEMBER, 2010.



Daniel E. Hoelscher
Illinois Professional Land Surveyor No. 3140
License Expires Nov. 30, 2010
Professional Design Firm Corporation License No. 184-003401



Name of Employer: City of Mattoon, Illinois

Title of Program Coordinator: City Clerk

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2010-2819

A RESOLUTION ESTABLISHING A DEFERRED COMPENSATION PLAN TO BE ADMINISTERED BY NATIONWIDE RETIREMENT SOLUTIONS, INC.

WHEREAS, the City of Mattoon, Illinois (“City”) has considered the establishment of a Deferred Compensation Plan to be made available to all eligible employees and elected officials pursuant to Section 457 of the Internal Revenue Code permitting such Plans; and,

WHEREAS, Nationwide Retirement Solutions provides plan administration services and sponsor investment options for deferred compensation plans established by public employers for their employees; and,

WHEREAS, a number of six or more firefighters have requested to enroll in the IAFF-Frontline Plan Program; and,

WHEREAS, by adoption of the Nationwide Program, all regulatory, operational, and administrative responsibilities are hereby assumed by Nationwide on behalf of the City; and,

WHEREAS, Nationwide as Plan Administrator, agrees to hold harmless and indemnify the City, its appointed and elected officials and participating employees from any loss resulting from City of Agent’s failure to perform its duties and services pursuant to the Nationwide Program; and,

WHEREAS, the Employer has determined that the establishment of a deferred compensation plan administered by the Nationwide Retirement Solutions, Inc. serves its objectives to provide retirement security for its employees, attract and retain competent personnel, and that some or all of the funds held under such plan shall be invested in the Nationwide Life Insurance Company, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

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

Section 1. The City hereby adopts the Nationwide Retirement Solutions, Inc. Deferred Compensation Plan for Public Employees (the “Plan”), attached hereto as Appendix A.

Section 2. The City hereby executes the Plan, attached hereto as Appendix A, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the Nationwide Life Insurance Company.

Section 3. The assets of the Plan shall be held in trust, with the City serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

Section 4. The Plan will NOT permit loans by participants or their beneficiaries until the Internal Revenue Service has promulgated regulations specifically allowing public sector employers to implement a loan program from 457 plan assets held in trust.

Section 5. The City hereby agrees to serve as trustee under the Plan.

Section 6. The City Clerk shall be the coordinator for this Deferred Compensation Plan; shall receive necessary reports, notices, etc. from Nationwide Retirement Solutions, Inc. or the Nationwide Life Insurance Company; shall cast, on behalf of the Employer, any required votes under the Nationwide Life Insurance Company, and is authorized to administer the Plan and execute all necessary agreements with the Nationwide Retirement Solutions, Inc. incidental to the administration of the Plan.

Section 7. The Acting Mayor is authorized to sign the Deferred Compensation Plan Administrative Agreement with the Nationwide Retirement Solutions, Inc., attached hereto as Appendix B.

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010.

Timothy D. Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

Recorded in the Municipality's Records on _____, 2010.

I, Susan J. O'Brien, Clerk of the City of Mattoon, Illinois, do hereby certify that the foregoing resolution, was duly adopted, passed and approved by the City Council of the City of Mattoon, Illinois at a regular meeting thereof assembled on the 16th day of November 2010.

City Clerk

**NATIONWIDE RETIREMENT SOLUTIONS, INC.
DEFERRED COMPENSATION PLAN FOR PUBLIC EMPLOYEES**

457(b) GOVERNMENTAL PLAN DOCUMENT

Effective January 1, 2006

The Plan consists of the provisions set forth in this document, and any loan amendments which are incorporated as if fully rewritten herein, and is applicable to each Public Employee who elects to participate in the Plan. The Plan is effective as to each such Public Employee upon the date he becomes a Participant by entering into and filing with the Administrator the Participation Agreement referred to herein.

ARTICLE I

Definitions

- 1.01.** The following terms shall, for purposes of this Plan, have the meaning set forth below.
- (a) **ADMINISTRATOR** means Nationwide Retirement Solutions, Inc.
 - (b) **ACCOUNT BALANCE** means the bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Deferrals, the earnings or losses of the Participant's account (net applicable account expenses and fees) allocable to the Participant. The Account Balance includes any Plan Sponsor contributions under Section 4.01, any Eligible Rollover Accounts(s), any plan-to-plan transfers, and any account established for a Beneficiary after a Participant's death. If a Participant has more than one Designated Beneficiary at the time of the Participant's death, then a separate account shall be established and maintained for each Beneficiary.
 - (c) **ALTERNATE PAYEE** means a person entitled to receive a benefit under the Plan through a Domestic Relations Order, as defined in IRC Section 414(p)(8).
 - (d) **ANNUAL DEFERRAL** means the amount of Compensation deferred by a Participant during a calendar year of Compensation and any contributions by the Plan Sponsor to the Participant's account.
 - (e) **BENEFICIARY** means the person(s) properly designated by a Participant under Section 8.01 Designation of Beneficiary, or, if none, the Participant's estate, which is entitled to receive benefits under the Plan after the death of the Participant.
 - (f) **COMPENSATION** means all cash compensation for services to the Plan Sponsor, including salary, wages, fees, commissions, bonuses, and overtime pay that is includible in the Public Employee's gross income for the calendar year, plus amounts that would be cash Compensation for services to the Plan Sponsor includible in the Public Employee's gross income for the calendar year but for a Compensation reduction election under IRC Sections 125, 132(f), 401(k), 403(b), or 457(b), including an election to defer Compensation under Article II Election to Defer Compensation of the Plan.
 - (g) **ELIGIBLE RETIREMENT PLAN** means an individual retirement account described in IRC Section 408(a), individual retirement annuity described in IRC Section 408(b), a qualified trust described in IRC Section 401(a), an annuity plan described in IRC Section 403(a) or 403(b), or an eligible governmental plan described in IRC Section 457(b).

- (h) **ELIGIBLE ROLLOVER ACCOUNT** means the separate bookkeeping account(s) maintained by the Administrator within the Plan for a Participant for amounts of eligible rollover contributions under Section 6.01 Eligible Rollover Contributions to the Plan.
- (i) **ELIGIBLE ROLLOVER DISTRIBUTION** means an Eligible Rollover Distribution as defined in IRC Section 402(c)(4), including Eligible Rollover Distributions to a surviving Spouse under IRC Section 402(c)(9).
- (j) **INCLUDIBLE COMPENSATION** means a Public Employee's actual wages in box 1 of Form W-2 for a given year for services performed for the Plan Sponsor, but subject to a maximum of \$200,000 (or such higher maximum as may apply under IRC Section 401(a)(17)) and increased (up to the dollar maximum) by any Compensation reduction election under IRC Sections 125, 132(f), 401(k), 403(b), or 457(b), including an election to defer Compensation under Section 2.02 Election Required for Participation.
- (k) **INDEPENDENT CONTRACTOR** means any person receiving any type of Compensation from the Plan Sponsor or any of its agencies, departments, subdivisions or instrumentalities for which services are rendered pursuant to one or more written or oral contracts, if such a person is not a Public Employee.
- (l) **IRC** means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- (m) **NORMAL RETIREMENT AGE** means any age that is on or after the earlier of age 65 or the age at which Participants have the right to retire and receive, under the basic defined benefit pension plan of the employer (or a money purchase plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan), immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age. However, the Normal Retirement Age shall not be later than age 70 ½. Alternatively, a Plan may provide that a Participant is allowed to designate a Normal Retirement Age within these ages. For purposes of the special Section 457 catch-up in Section 3.03 Special Section 457 Catch-up Limitation, an entity sponsoring more than one eligible plan shall not permit a Participant to have more than one Normal Retirement Age under the eligible plans it sponsors.
- Special Rule for Eligible Plans of Qualified Police or Firefighters.** An eligible plan with Participants that include qualified police or firefighters as defined under IRC Section 415(b)(2)(H)(ii)(I) may designate a Normal Retirement Age for such qualified police and firefighters that is earlier than the earliest Normal Retirement Age designated under the general rule above, but in no event may the Normal Retirement Age be earlier than age 40. Alternatively, a Plan may allow a qualified police or firefighter Participant to designate a Normal Retirement Age that is between age 40 and age 70 ½.
- (n) **PARTICIPANT** means an individual who is currently deferring Compensation or who has previously deferred Compensation under the Plan by salary reduction and who has not received a distribution of his entire Account Balance under the Plan. Only individuals who perform services for the Plan Sponsor as a Public Employee or Independent Contractor may defer Compensation under the Plan.

- (o) **PARTICIPATION AGREEMENT** means the application to enroll and participate in the Plan that is completed by the Public Employee and provided to the Administrator. The Participation Agreement form for this purpose shall be provided by the Administrator and will have no effect until it is signed, filed with the Administrator by the Participant, and accepted by the Administrator prior to the Participant's death.
- (p) **PLAN** means the Plan for Public Employees as set forth in this plan document and as it may be amended from time to time.
- (q) **PLAN SPONSOR** means the county, municipality, or other instrumentality of the State, which is an eligible governmental employer pursuant to IRC Section 457(e)(1), for which services are performed by Public Employees, and which participates in this Plan.
- (r) **PLAN YEAR** means the calendar year in which the Plan becomes effective, and each succeeding calendar year during the existence of the Plan.
- (s) **PUBLIC EMPLOYEE** means any person who receives any type of Compensation from the Plan Sponsor for services rendered to the Plan Sponsor (including, but not limited to, elected or appointed officials and salaried employees).
- (t) **SEVERANCE FROM EMPLOYMENT** means the date on which the Participant dies, retires or otherwise has a Severance from Employment with the Plan Sponsor. An Independent Contractor is considered to have a Severance from Employment with the Plan Sponsor upon the expiration of the contract (or in the case of more than one contract, all contracts) under which services are performed for the Plan Sponsor if the expiration constitutes a good-faith and complete termination of the contractual relationship. An Independent Contractor shall not be considered Severed from Employment with the Plan Sponsor, and shall not receive any benefits hereunder unless (i) at least 12 months have expired since the date on which the last contract pursuant to which the Independent Contractor provided any services to the Plan Sponsor was terminated, and (ii) the Independent Contractor has performed no services for the Plan Sponsor during the 12-month period referred to herein either as an Independent Contractor or Public Employee.
- (u) **SPOUSE** means a person of the opposite sex who is a husband or wife, as defined under Title 28, Chapter 15, Section 1738 of the United States Code.
- (v) **VALUATION DATE** means each business day/the last day of the calendar month/the last day of the calendar quarter/each December 31.

1.02 **Gender and Plurals.** Whenever used herein, the masculine gender shall include the feminine and the singular shall include the plural unless the provisions of the Plan specifically require a different construction.

ARTICLE II

Election to Defer Compensation

2.01 **Eligibility to Participate.** Each Public Employee shall be eligible to participate in the Plan and defer Compensation hereunder immediately upon becoming employed by the Plan Sponsor.

2.02 **Election Required for Participation.** A Public Employee may elect to become a Participant by executing a Participation Agreement and consenting to defer a portion of his Compensation by a

reduction of salary of the Annual Deferral amount specified in the Participation Agreement, signing it, and filing it with the Administrator. A Public Employee, by filing the Participation Agreement with the Administrator, agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish a minimum deferral amount, and may change such minimum deferral amounts from time to time. The Participation Agreement shall also include designation of investment specifications and a designation of Beneficiary. Failure of the Participant to properly execute the Participation Agreement will cause any designation of Beneficiary thereon to be invalid. Any Beneficiary election shall remain in effect until the Participant files an executed amendment with the Administrator pursuant to Section 2.05 Amendment of Participation Elections.

- 2.03 **Information Provided by the Participant.** Each Public Employee enrolling in the Plan should provide to the Plan Sponsor at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Plan Sponsor to administer the Plan, including, without limitation, whether the Public Employee is a Participant in any other eligible plan under IRC 457(b).
- 2.04 **Commencement of Participation.** A Public Employee shall become a Participant as soon as administratively practicable following the date the Public Employee files a Participation Agreement pursuant to Section 2.02 Election Required for Participation, or is participating as otherwise permitted by law. Such election shall become effective no earlier than the calendar month following the month in which the election is made. However, a new Public Employee may defer Compensation payable in the calendar month during which the Participant first becomes a Public Employee if a Participation Agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Plan Sponsor.
- 2.05 **Amendment of Participation Elections.** Subject to other provisions of the Plan, a Participant may at any time revise his participation election, including changes to his investment direction and changes to his Designated Beneficiary. Changes to the investment direction shall take effect once accepted by the Administrator.
- 2.06 **Amendment of Annual Deferral Election.** A Participant may revoke an election to participate and may amend the amount of Compensation to be deferred by filing with the Administrator a revocation or amendment on a form and in the procedural manner approved by the Administrator. Any amendment which increases or decreases the amount of Annual Deferrals for any pay period shall be effective only if an agreement providing for such an amendment is entered into before the beginning of the month in which the pay period commences. Any revocation or amendment of the Annual Deferrals shall be effective prospectively only. Any amendment of the Annual Deferrals, unless the election specifies a later effective date, shall take effect as of the first day of the next following month or as soon as administratively practicable, if later.
- 2.07 **Leaves of Absence.** Unless a deferral election is otherwise revised, if a Participant is absent from work by leave of absence, Annual Deferrals under the Plan shall continue to the extent that Compensation continues.
- 2.08 **Participant Disability.** A disabled Participant may elect to defer Compensation during any portion of a period of disability to the extent the Participant has actual Compensation (not imputed compensation and not disability benefits) from which to defer to the Plan and has not had a Severance from Employment, as determined by the Plan Sponsor.
- 2.09 **Protection of Persons Who Serve in a Uniformed Service.** A Public Employee whose employment is interrupted by qualified military service under IRC Section 414(u) or who is on a leave of absence for qualified military service under IRC Section 414(u) may elect to make additional

Annual Deferrals upon resumption of employment with the Plan Sponsor equal to the maximum Annual Deferrals that the Public Employee could have elected during that period if the Public Employee's employment with the Plan Sponsor had continued (at the same level of Compensation) without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Public Employee during the period of the interruption or leave. This right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

ARTICLE III

Limitations on Amounts Deferred

3.01 **Basic Annual Limitation.** The maximum amount of the Annual Deferral under the Plan for any calendar year shall not exceed the lesser of (i) the Basic Annual Limitation or (ii) the Participant's Includible Compensation for the calendar year. The Applicable Dollar Amount is the amount established under IRC Section 457(e)(15) applicable as set forth below:

2002	\$11,000
2003	\$12,000
2004	\$13,000
2005:	\$14,000
2006:	\$15,000, adjusted for cost-of-living after 2006 to the extent provided under IRC Section 415(d).

3.02 **Age 50 Catch-up Annual Deferral Contributions.** A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Annual Deferrals, up to the maximum Age 50 Catch-up Annual Deferrals for the year. The maximum dollar amount of the Age 50 Catch-up Annual Deferrals for a year is as follows:

2002	\$1,000
2003	\$2,000
2004	\$3,000
2005:	\$4,000
2006:	\$5,000, adjusted for cost-of-living after 2006 to the extent provided under the IRC.

3.03 **Special Section 457 Catch-up Limitation.** If the applicable year is one of a Participant's last 3 calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Section 3.03 exceeds the amount computed under Sections 3.01 Basic Annual Limitation, and 3.02 Age 50 Catch-up Annual Deferral Contributions, then the Annual Deferral limit under this Section 3.03 shall be the lesser of:

(a) An amount equal to 2 times the Section 3.01 Basic Annual Limitation for such year; or

(b) The sum of:

(1) An amount equal to (A) the aggregate Section 3.01 Basic Annual Limitation limit for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was a Public Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus

- (2) An amount equal to (A) the aggregate limit referred to in IRC Section 457(b)(2) for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was a Public Employee, determined without regard to Section 3.02 Age 50 Catch-up Annual Deferral Contributions, and this Section 3.03, minus (B) the aggregate contributions to Pre-2002 Coordination Plans for such years.

However, in no event can the aggregate deferred amounts and contributions be more than the Participant's Compensation for the calendar year.

3.04 **Special Rules.** For purposes of this Article III, the following rules shall apply:

- (a) **Participant Covered By More Than One Eligible Plan.** If the Participant is or has been a Participant in one or more other eligible plans within the meaning of IRC Section 457(b) for a given year, then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article III. For this purpose, the Plan Sponsor shall take into account any other such eligible plan established by the Plan Sponsor.
- (b) **Pre- Participation Years.** In applying Section 3.03 Special Section 457 Catch-up Limitation, a prior year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 3.01 or any other plan ceiling required by IRC Section 457(b).
- (c) **Pre-2002 Coordination Years.** For purposes of Section 3.03(b)(2)(B), "Contributions to Pre-2002 Coordination Plans" means any Plan Sponsor contribution, salary reduction or elective contribution under any other eligible IRC Section 457(b) plan, or a salary reduction or elective contribution under any IRC Section 401(k) qualified cash or deferred arrangement, IRC Section 402(h)(1)(B) simplified employee pension (SARSEP), IRC Section 403(b) annuity contract, and IRC Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in IRC Section 501(c)(18), including plans, arrangements or accounts maintained by the Plan Sponsor or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 3.03(b)(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in IRC Section 457(b)(2) for the year.
- (d) **Disregard Excess Deferral.** For purposes of Sections 3.01 Basic Annual Limitation, 3.02 Age 50 Catch-up Annual Deferral Contributions, and 3.03 Special Section 457 Catch-up Limitation, an individual is treated as not having deferred Compensation under the plan for a prior taxable year to the extent Excess Deferrals under the Plan are distributed, as described in Section 3.05. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as a Correction of Excess Deferrals under Section 3.05 for those prior years.

3.05 **Correction of Excess Deferrals.**

- (a) If Annual Deferrals credited to a Participant's Account Balance during the current Plan Year exceed the limitations described above as determined by the Plan Sponsor, the Administrator shall return the excess as directed by the Plan Sponsor as soon as administratively practicable after the Administrator is notified that there is an Excess Deferral.

- (b) If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above as determined by the Plan Sponsor, or the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan pursuant to IRC Section 457(b) then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed as soon as administratively practicable by the Administrator at the determination and direction of the Plan Sponsor.

- 3.06 **Deferrals After Severance from Employment, Including Sick, Vacation, and Back Pay Under an Eligible Plan.** A Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under an eligible plan. Such amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is a Public Employee on the date the amounts would otherwise be paid or made available, in accordance with Section 2.02 Election Required for Participation, and Section 2.04 Commencement of Participation.

In addition, to the extent permitted by law, deferrals may be made for former Public Employees with respect to Compensation described in Treasury Regulation Section 1.415(c)-2(e)(3)(ii) (relating to certain Compensation paid within 2 ½ months following Severance from Employment), Compensation described in Treasury Regulation Section 1.415(c)-2(g)(4) (relating to Compensation paid to Participants who are permanently and totally disabled), and Compensation relating to qualified military service under IRC Section 414(u).

ARTICLE IV

Plan Sponsor Contributions

- 4.01 The Plan Sponsor may contribute to the Plan for Participants. Plan Sponsor contributions shall vest at the time such contributions are made. For purposes of administering Sections 3.01 Basic Annual Limitation, 3.02 Age 50 Catch-up Annual Deferral Contributions, and 3.03 Special Section 457 Catch-up Limitation, Plan Sponsor contributions shall apply toward the maximum deferral limits in the Plan Year that such contributions are made.

ARTICLE V

Distribution of Benefits

- 5.01 **Benefit Distributions at Retirement or Other Severance from Employment.** Except for In-Service Distributions from Eligible Rollover Accounts under Section 5.08, Unforeseeable Emergency withdrawals under Section 5.09, and Voluntary In-Service Smaller Account Distributions under Section 5.10, or otherwise specifically allowed by the Plan, distributions from the Plan may not be made to a Participant earlier than:
- (a) the calendar year in which the Participant attains age 70 ½; or
 - (b) the calendar year in which the Participant retires or otherwise has a Severance from Employment. All irrevocable elections of a benefit commencement date by a Participant or a Beneficiary made prior to January 1, 2002 and defaulted distributions (other than a defaulted distribution to an annuity option) may be voided at the election of the Participant or the Beneficiary.

- 5.02 **Election of Benefit Commencement Date.** A Participant may elect to commence distribution of benefits at any time after retirement or other Severance from Employment, as determined and confirmed by the Plan Sponsor by a notice filed with the Administrator before the date on which benefits are to commence. However, in no event may distribution of benefits commence later than the date described in Section 5.04(b) Required Beginning Date.
- 5.03 **Forms of Distribution – Benefit Payment Options.** Benefits shall be paid in accordance with the payment option elected by the Participant. Payment, method of payment, and settlement options are available as provided by each of the available investment specifications. The Participant shall elect the method of payment based upon the options then available under the Plan, including but not limited to lump sum distributions, periodic payment by fixed amount, periodic payment by fixed time period, partial lump sum payment or purchased annuity. A Participant or Beneficiary who has chosen a payment option, other than the purchased annuity option, shall have the ability to change his payment option subject to any restrictions or limitations imposed by the Plan, the Administrator, an investment option provider, any regulatory agency, or as otherwise required by law.
- 5.04 **Required Minimum Distributions.** All distributions under the Plan must comply with IRC Section 401(a)(9) and the regulations issued thereunder. The provisions of this Section 5.04 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The term Designated Beneficiary as used in this Section 5.04 shall have the meaning set forth in Treasury Regulation Section 1.401(a)(9)-4.
- (a) **Requirements of Treasury Regulations Incorporated into Plan.** All distributions required under this Section 5.04 will be determined and made in accordance with the Treasury Regulations under promulgated under IRC Section 401(a)(9).
- (b) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date, which is to begin no later than April 1 following the calendar year in which the Participant attains age 70 ½ or has a Severance from Employment, whichever is later.
- (c) **Death of Participant before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- (1) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.
 - (2) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, and there are no other Designated Beneficiaries, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- (4) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 5.04 will apply as if the surviving Spouse were the Participant.
- (d) **Required Minimum Distributions during Participant's Lifetime.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
- (1) the quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (2) if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar years.
- (e) **Death On or After Date Distributions Begin and Participant Survived by Designated Beneficiary.**
- (1) If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows: The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (2) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.
 - (3) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
 - (4) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed, in accordance with Section 8.01 Acceptance of Beneficiary Designation by Administrator, for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

- (f) **Death before Date Distributions Begin and Participant Survived by Designated Beneficiary.** If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining life expectancy of the Participant's Designated Beneficiary.
- (1) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution, in accordance with Section 8.01 Acceptance of Beneficiary Designation by Administrator, of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (g) **Death of the Surviving Spouse before Distributions to Surviving Spouse are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin, this Section 5.04 will apply as if the surviving Spouse were the Participant.
- (h) **Election of Payment Option.** If a Participant or Beneficiary fails to elect a payment option that meets the requirements of IRC Section 401(a)(9), the Administrator will initiate such a distribution. A Participant or Beneficiary who has chosen a payment option, other than an annuity option, shall have the ability to change his or her payment option.
- 5.05 **Order of Priorities.** This Section 5.05 has been prepared in accordance with Treasury Regulations promulgated under IRC Section 401(c)(9). To the extent there is a conflict between Section 5.04 or this Section 5.05 and the IRC, the provisions of the IRC and applicable Treasury Regulations shall prevail. For any calendar year, a Beneficiary may elect distribution of a greater amount (not to exceed the amount of the remaining Account Balance in lieu of the amount calculated using the formula set forth in Section 5.04.
- 5.06 **Death Benefit Distributions.** If the Participant dies before the benefits to which he is entitled under the Plan have been paid or exhausted, then the remaining benefits payable under the Plan shall be paid to his Designated Beneficiary. The Beneficiary shall have the right to elect the time and form of distribution of such benefits, subject to the limitations set forth in the Plan.
- 5.07 **Amount of Account Balance.** Except as provided in Section 5.03 Forms of Distribution, the amount of any payment under this Article V shall be based on the amount of the Account Balance on the preceding Valuation Date.
- 5.08 **In-Service Distributions from Eligible Rollover Accounts.** If a Participant has an Eligible Rollover Account attributable to eligible rollover contributions to the Plan, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the Eligible Rollover Account.
- 5.09 **Unforeseeable Emergency Distributions.**
- (a) **Distribution.** If the Participant has an Unforeseeable Emergency before retirement or other Severance from Employment, the Participant may elect to receive a lump sum distribution equal to the amount requested or, if less, the maximum amount determined by the Administrator to be permitted to be distributed under this Section 5.09.

- (b) **Unforeseeable Emergency Defined.** An Unforeseeable Emergency is defined as a severe financial hardship of the Participant resulting from: an illness or accident of the Participant, the Participant's Spouse, or the Participant's dependent (as defined in IRC Section 152(a)); loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); the need to pay for the funeral expenses of the Participant's Spouse or dependent (as defined in IRC Section 152(a)); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, or as otherwise permitted by law. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an Unforeseeable Emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an Unforeseeable Emergency. Except as otherwise specifically provided in this Section 5.09, neither the purchase of a home nor the payment of college tuition is an Unforeseeable Emergency.
- (c) **Unforeseeable Emergency Distribution Standard.** A distribution on account of Unforeseeable Emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan, or as otherwise permitted by law.
- (d) **Distribution Necessary to Satisfy Emergency Need.** Distributions because of an Unforeseeable Emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

5.10 **Voluntary In-Service Smaller Account Distributions.** A Participant who is an active Public Employee of the Plan Sponsor may request to receive a distribution of the combined total Annual Deferrals under the Plan if the following requirements are met:

- (a) The Participant's total Annual Deferrals in the Account Balance under the Plan does not exceed \$5,000 (or the dollar limit under IRC Section 411(a)(11), if greater); and
- (b) The Participant has not previously received a voluntary in-service smaller account distribution under the Plan; and
- (c) There have been no Annual Deferrals under the Plan with respect to the Participant during the two-year period ending on the date of the in-service distribution.

ARTICLE VI

Eligible Rollovers and Plan-to-Plan Transfers

6.01 Eligible Rollover Contributions to the Plan.

- (a) **Incoming Rollover Contributions.** A Participant who is a Public Employee and who is entitled to receive an Eligible Rollover Distribution from another Eligible Retirement Plan may request to have all or a portion of the Eligible Rollover Distribution paid to the Plan, provided,
- (1) the Eligible Rollover Distribution is made entirely in the form of U.S. dollars, and,

- (2) the Participant demonstrates to the Administrator's satisfaction that the amount is a qualifying Eligible Rollover Distribution under IRC Sections 402(c)(4), 403(a)(4), or 408(d)(3).
 - (b) **Definition of Eligible Rollover Distribution.** For purposes of Section 6.01(a) Incoming Rollover Contributions, an Eligible Rollover Distribution means any contribution of all or any portion of a Participant's benefit under another Eligible Retirement Plan to the Plan, except that an Eligible Rollover Distribution does not include:
 - (1) any installment payment for a period of 10 years or more,
 - (2) any distribution made as a result of an Unforeseeable Emergency, or
 - (3) For any other distribution, the portion, if any, of the distribution that is a required minimum distribution under IRC Section 401(a)(9).
 - (c) **Separate Account for Eligible Rollover Contributions.** The Plan shall establish and maintain for the Participant an Eligible Rollover Account for any Eligible Rollover Distribution paid to the Plan from any Eligible Retirement Plan that is not an eligible governmental plan under IRC Section 457(b). In addition, the Plan shall establish and maintain for the Participant an Eligible Rollover Account for any Eligible Rollover Distribution paid to the Plan from any Eligible Retirement Plan that is an eligible governmental plan under IRC Section 457(b).
- 6.02 **Permissive Rollovers to an Eligible Retirement Plan.** A Participant or the surviving Spouse of a Participant (or a Participant's former Spouse who is the Alternate Payee under a Domestic Relations Order, as defined in IRC Section 414(p)) who is entitled to an Eligible Rollover Distribution may elect, at the time and in the manner prescribed by the Administrator, to have all or any portion of the distribution paid directly to an Eligible Retirement Plan specified by the Participant in a direct rollover.
- 6.03 **Plan-to-Plan Transfers to the Plan of Eligible Governmental 457(b) Assets.**
- (a) **Permissive Plan-to-Plan Transfers.** At the direction of the Plan Sponsor, the Administrator may permit a class of Participants who are Participants in another eligible governmental IRC Section 457(b) Plan to transfer assets to the Plan as provided herein. Such a transfer is permitted only if the other Plan provides for the direct transfer of each Participant's interest therein to the Plan. Transfers from other eligible deferred compensation Plans (as defined in IRC Section 457) to the Plan will be accepted at the Participant's request if such transfers are in cash.
 - (b) **Effect of Transfers on Annual Deferral Limitations.** Any such transferred amount shall not be subject to the limitations of Section 3.01 Basic Annual Limitation, 3.02 Age 50 Catch-up Annual Deferral Contributions, and 3.03 Special Section 457 Catch-up Limitation, as an Annual Deferral, provided however, that the actual amount deferred during the calendar year under both Plans shall be taken into account in calculating the maximum Annual Deferral for that year. The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered, and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan.
 - (c) **Required Documentation for Transfers to the Plan.** The Administrator may require such documentation from the other Plan as it deems necessary to effectuate the transfer in accordance

with IRC Section 457(e)(10) and Treasury Regulation Section 1.457-10(b) and to confirm that the other Plan is an eligible governmental plan as defined in Treasury Regulation 1.457-2(f).

6.04 **Plan-to-Plan Transfers from the Plan to another Eligible Governmental 457(b) Plan.**

- (a) **Outgoing Plan-to-Plan Transfers Pursuant to Severance of Employment.** At the direction of the Plan Sponsor, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another eligible governmental plan within the meaning of IRC Section 457(b) and Treas. Reg. 1.457-2(f).

A transfer is permitted under this Section 6.04(a) for a Participant only if the Participant has had a Severance from Employment with the Plan Sponsor and is a Public Employee of the entity that maintains the other eligible governmental 457(b) Plan. Further, a transfer is permitted under this Section 6.04(a) only if the other eligible governmental 457(b) plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

- (b) **Outgoing Plan-to-Plan Transfers While Employed.** If the Plan Sponsor offers an eligible governmental 457(b) plan other than the Plan, and such other plan accepts transfers, the Participant may transfer the Account Balance in cash from the Plan to the other plan.
- (c) **Limitation of Liability.** Upon the transfer of assets under this Section 6.04, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.04 (for example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section 6.04, and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. 1.457-10(b).

6.05 **Permissive Service Credit Transfers.**

- (a) If a Participant or Beneficiary is also a Participant in a tax-qualified defined benefit governmental plan (as defined in IRC Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant or Beneficiary, then the Participant or Beneficiary may elect to have any portion of the Participant's or Beneficiary's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.05(a) will not be treated as a distribution and, therefore, may be made before the Participant has had a Severance from Employment.
- (b) A transfer may be made under Section 6.05(a) only if the transfer is either for the purchase of permissive service credits (as defined in section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which IRC Section 415 does not apply by reason of IRC Section 415(k)(3).

ARTICLE VII

Domestic Relations Orders

- 7.01 **Receipt of Domestic Relations Orders.** When the Plan Sponsor, Administrator, or Plan receives a Domestic Relations Order (DRO), judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital

property rights of a Spouse or former Spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the DRO as the Alternate Payee. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the DRO.

Upon receipt of a DRO:

- (a) The Administrator shall notify the Participant and Alternate Payee of the receipt of the DRO, and
- (b) Within a reasonable time, the Administrator will follow the procedures adopted by the Plan Sponsor to determine the validity of the DRO. In the event the Administrator believes that the DRO is acceptable, it will process the DRO in accordance with the Administrator's procedures. If the DRO does not appear to be acceptable, the Administrator may contact the Plan Sponsor for a final determination and instruction regarding final disposition of the DRO.

7.02 **Validity of a DRO.** For purposes of this Article VII, a valid DRO is a judgment, decree, order, or approval of a marital property settlement made pursuant to a state domestic relations law (including community property law), relating to the property rights of a Participant and Alternate Payee. In addition, the DRO must:

- (a) Create or recognize the existence of the right of an Alternate Payee to all or a portion of the benefits payable with respect to a Participant under the Plan;
- (b) Clearly specify the following information:
 - (1) The name and last known mailing address of the Participant and Alternate Payee covered by the DRO; and
 - (2) The amount or percentage, or the manner in which the amount or percentage is to be determined, of the Participant's benefits to be paid to the Alternate Payee; and
 - (3) The number of payments or period to which the DRO applies; and
 - (4) The Plan to which such DRO applies.
- (c) Provide a form of payment to the Alternate Payee that is permitted under the Plan; and
- (d) Not require the payment of benefits to an Alternate Payee which are required by a prior DRO to be paid to another Alternate Payee.

7.03 **Processing of a DRO.** If it has been determined that a DRO applies to a Participant's account, unless specifically directed otherwise by the Plan Sponsor, the Administrator shall comply with the DRO. The Administrator may place a restrictive hold on a Participant's Account Balance while it determines the validity of, and/or processes a DRO. The Administrator shall establish a separate Account Balance for the Alternate Payee and transfer the assigned value or benefit from the Participant's account into the Alternate Payee's separate Account Balance.

- 7.04 **Rights of an Alternate Payee to Receive Distributions.** The Alternate Payee is entitled to receive distributions immediately upon the establishment of the separate Account Balance pursuant to Section 7.03 Processing of a DRO. Commencement of distributions must begin no later than April 1st following the year in which the Alternate Payee attains age 70 ½. Distributions made to an Alternate Payee are reported as taxable income to the Alternate Payee in the calendar year in which the distributions are received by the Alternate Payee. State taxes, if applicable, and federal taxes will be withheld from any distribution on the Alternate Payee's Account Balance based upon the tax withholding elections of the Alternate Payee. The Alternate Payee may not make any contributions to the account but is permitted to designate Beneficiaries for the Account Balance and to exercise exchanges among the investment options as permitted by the Plan.
- 7.05 **No Liability for Prior Distributions.** In the event that it is determined that a DRO is valid and the Participant has begun receiving distributions from the Plan, the Alternate Payee must commence distributions within sixty (60) days following the date the DRO is determined to be valid. The Administrator shall only process a DRO to the extent possible based upon the then current value or benefit in the Participant's Account Balance.

ARTICLE VIII

Designation of BENEFICIARY

- 8.01 **Acceptance of Beneficiary Designation by Administrator.** The Participant shall have the right to file with the Administrator, a signed, written beneficiary or change of beneficiary form designating the person or persons who shall receive the benefits payable under the Plan in the event of the Participant's death. If the Participant dies without having a valid beneficiary form on file, the benefits will be paid to the Participant's estate or as otherwise required by applicable state law. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator, and must be on a form and in the procedural manner approved by the Administrator.
- 8.02 **Participant Obligation to File Beneficiary Designation Form.** The Participant accepts and acknowledges that he has the burden of executing and filing with the Administrator prior to the Participant's death a proper beneficiary designation form.

ARTICLE IX

Investment of Deferred Amounts

- 9.01 **Designation for Investment.** Deferred Compensation amounts shall be delivered by the Plan Sponsor to the Administrator or its designated agent for investment pursuant to the Participant's, Beneficiary's, or Alternate Payee's investment specifications.
- 9.02 **Participant's Investment Specifications.** The Plan Sponsor shall use the Participant's, Beneficiary's, or Alternate Payee's investment specifications to determine the value of any deferred compensation account and/or Eligible Rollover Account maintained with respect to the Participant as if the amounts had been invested according to such specifications. Any change in the investment direction, whether it applies to amounts previously deferred, contributed, rolled over, or transferred, or amounts to be deferred, contributed, rolled over, or transferred in the future, shall only be effective prospectively and shall be effective on a date consistent with, in conformance with, and subject to any restrictions, limitations, or fees imposed by the Plan Sponsor, the Administrator, an investment option provider, any regulatory agency, or as otherwise required by law.

After the death of the Participant, the Participant's Designated Beneficiary shall have the right to amend the Participant's, or the Beneficiary's, own investment direction by signing and filing with the Administrator an amendment on a form and in the procedural manner approved by the Administrator. Any change in an investment direction by a Beneficiary shall be effective on a date consistent with, in conformance with, and subject to any restrictions, limitations, or fees imposed by the Plan Sponsor, the Administrator, an investment option provider, any regulatory agency, or as otherwise required by law.

- 9.03 **Participant Account Credits and Debits.** All interest, dividends, charges for premiums and administrative expenses, and changes in value due to market fluctuations applicable to each Participant's Account Balance shall be credited or debited to the account. All dividends will be reinvested in the associated investment option.
- 9.04 **Limitations on Transfers and Exchanges.** The Plan Sponsor and the Administrator may adopt rules and procedures to govern Participant elections and directions concerning a Participant's, Beneficiary's, or Alternate Payee's investment specifications and may impose limitations on transfers and exchanges from one investment option with the Plan to another. These rules and procedures shall be in addition to any established by investment providers to the Plan. The Plan Sponsor and the Administrator may decline to implement any investment instructions for a Participant, Beneficiary, or Alternate Payee where they deem appropriate.

ARTICLE X

Administration of Plan

- 10.01 **Exclusive Benefit of Participants and Beneficiaries.** The Plan Sponsor may at any time amend, modify or terminate the Plan under Section 13.01 Amendment and Termination, without the consent of the Participant (or any Beneficiary or Alternate Payee thereof); provided, however, that the assets of the Plan shall be held for the exclusive benefit of Participants and Beneficiaries at all times.
- 10.02 **No Third Party Interest in Plan.** Any companies that may issue any policies, contracts, or other forms of investment media used by the Plan Sponsor or specified by the Participant, are not parties to this Plan and such companies shall have no responsibility or accountability to any Participant, Beneficiary, or Alternate Payee with regard to the operation of this Plan.
- 10.03 **Tax Consequences of Participation in Plan.** The Plan Sponsor and the Administrator do not represent or guarantee that any particular Federal or State income, payroll, personal property, or other tax consequence will occur because of participation in this Plan. The Participant, Beneficiary, or Alternate Payee should consult with his own representative regarding all questions of Federal and State income, payroll, personal property, or other tax consequences arising from participation in this Plan.
- 10.04 **Appointment of Agents.** The Administrator shall have the power to appoint agents to act for and in the administration of this Plan and to select depositories for the assets of this Plan.
- 10.05 **Construction.** This Plan shall be construed, administered, and enforced according to the Constitution, laws of the state in which the Plan Sponsor resides, and the IRC.
- 10.06 **Total Agreement.** This Plan and any properly adopted amendment or modification shall constitute the total agreement or contract between the Plan Sponsor and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant.

- 10.07 **Effect of Adopted Plan Amendment.** This Plan and any properly adopted amendment or modification shall be binding on the parties hereto and their respective heirs, administrators, trustees, successors, and assignees and on all Participants, Beneficiaries, and Alternate Payees.

ARTICLE XI

Authority of Plan Sponsor and Administrator

- 11.01 **Authority Binding on Participants, Beneficiaries, and Alternate Payees.** The Plan Sponsor, the Administrator, or their respective agents shall be authorized to resolve any questions of fact necessary to decide the Participant's right under this Plan and such decision shall be binding on the Participant, Beneficiary, and any Alternate Payee, provided, however, that assets of the Plan shall be held for the exclusive benefit of Participants and Beneficiaries at all times.
- 11.02 **Authority to Interpret Plan.** The Plan Sponsor, the Administrator, or their respective agents shall be authorized to construe the Plan and to resolve any ambiguity in the Plan.
- 11.03 **Investment Losses.** The Participant specifically agrees not to seek recovery against the Plan Sponsor, the Administrator or any other employee, contractee, or agent of the Plan Sponsor or Administrator for any loss sustained by a Participant, a Beneficiary, or an Alternate Payee for the non-performance of their duties, negligence, or any other misconduct of the above-named persons, except that this paragraph shall not excuse fraud or wrongful taking by any person.
- 11.04 **Suspension of Benefit Payments.** The Plan Sponsor, the Administrator, or their respective agents, if in doubt concerning the correctness of their action in making a payment of a benefit, may suspend the payment until satisfied as to the correctness of the payment or the identity of the person to receive the payment or allow the filing in any State court of competent jurisdiction, a suit in such form as they consider appropriate for a legal determination of the benefits to be paid and the persons to receive them. The Plan Sponsor shall comply with the final orders of the court in any such suit and all Participants, Beneficiaries, and Alternate Payees consent to be bound thereby insofar as it affects the benefits payable under this Plan or the method or manner of payment.
- 11.05 **Hold Harmless.** The Plan Sponsor, the Administrator, and their respective agents are hereby held harmless from all court costs and all claims for the attorney's fees arising from any action brought by any Participant, Beneficiary, or Alternate Payee under this Plan or to enforce his rights under this Plan, including any amendment, modification or termination hereof.
- 11.06 **Litigation.** The Administrator shall not be required to participate in any litigation concerning the Plan except upon written demand from the Plan Sponsor. The Administrator may compromise, adjust or effect settlement of litigation when specifically instructed to do so by the Plan Sponsor.
- 11.07 **Exclusive Benefit of Participants and Beneficiaries.** Notwithstanding any contrary provision of the Plan, including any annuity contract issued under the Plan, in accordance with IRC Section 457(g), all amounts of Compensation deferred pursuant to the Plan, all property and rights purchased with such amounts, and all income attributable to such account, property, or rights shall be held for the exclusive benefit of Participants and Beneficiaries under the Plan and shall be held in a trust, in an annuity contract, as defined in IRC Section 401(f), or in one or more custodial accounts. For purposes of this paragraph:
- (a) a trust must be established under the Plan pursuant to a written agreement that constitutes a valid trust under the law of the state in which the Plan Sponsor is located,

- (b) an annuity contract shall be issued by an insurance company qualified to do business in the state where the contract was issued and may not include any life, health or accident, property casualty or liability insurance contract, and
- (c) the custodian of any custodial account created pursuant to this Plan must be a bank, as described in IRC Section 408(n), or a person who meets the non-bank trustee requirements of paragraphs (2)-(6) of Section 1.408-2(e) of the Income Tax Regulations relating to the use of non-bank trustees.

ARTICLE XII

Miscellaneous

- 12.01 **Non-Assignability.** Except as provided in Article VII and Section 12.02 IRS Levy, the interests of each Participant and Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable. Furthermore, in accordance Section 522 of the Bankruptcy Abuse Protection and Consumer Protection Act of 2005 ("the Act"), retirement funds that are in a fund that is exempt from taxation under IRC Section 457 may be exempted from an individual's property estate for purposes of the Act.
- 12.02 **IRS Levy.** Notwithstanding Section 12.01 Non-Assignability, the Administrator may pay from a Participant's, Beneficiary's, or Alternate Payee's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant, Beneficiary, or Alternate Payee or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant, Beneficiary, or Alternate Payee.
- 12.03 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

ARTICLE XIII

Amendment and Termination

- 13.01 **Amendment and Termination.** The Plan Sponsor may at any time modify, amend, suspend, or terminate the Plan in whole or in part (including retroactive amendments) or cease deferring Compensation pursuant to the Plan for some or all Participants. In the event of such an action, the Plan Sponsor shall deliver to each affected Participant a notice of such modification, amendment, or termination or a notice that it shall cease deferring Compensation; provided, however, that the Plan Sponsor shall not have the right to reduce or affect the value of any Participant's Account Balance or any rights accrued under the Plan prior to such modification, amendment, termination, or cessation.
- 13.02 **No Effect of Plan on Employment of Participants.** Neither the establishment of the Plan nor any modification thereof, nor the establishment of an account, nor any agreement between the Plan Sponsor and the Administrator nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Plan Sponsor except as herein

provided, and in no event shall the terms of employment of the Public Employee, Independent Contractor, or Participant be modified or in any way affected.

- 13.03 **Interpretation.** This Plan is intended to be an eligible deferred compensation Plan under IRC Section 457, and shall be interpreted and administered in a manner consistent with the IRC. This Plan may be amended to the extent that it may be necessary to conform the Plan to the requirements of IRC Section 457 and any other applicable law, regulation, or ruling, including amendments that are retroactive to the effective date of the Plan. In the event that the Plan is deemed by the Internal Revenue Service to be administered in a manner inconsistent with the Internal Revenue Code, the Plan Sponsor shall correct such administration.

**ARTICLE XIV
Prior Plan**

If the Plan Sponsor has already accepted and adopted the Plan (the "Prior Plan"), as defined by IRC Section 457, then the Plan Sponsor intends that this Plan shall amend and restate the Prior Plan. In such event, this Plan shall apply to all Participants in the Prior Plan on the effective date hereof, and also to each Public Employee who elects to participate in this Plan on and after the effective date hereof.

**ARTICLE XV
Effective Date**

This Plan shall be effective on the date and year written below.

IN WITNESS WHEREOF, the undersigned has executed this Plan this 16th

day of November, 2010.

By: _____
(signature)
Tim D. Gover
(printed name)
Acting Mayor
(title/role)

City of Mattoon Nationwide 457 Plan
(Plan Name)

Please retain this copy for your records.

Deferred Compensation Plan Administration Agreement

This Administration Agreement ("Agreement") is effective this 16th day of November, 2010, by and between Nationwide Retirement Solutions, Inc., a wholly owned subsidiary of NFS Distributors, Inc., and a Delaware Corporation (hereinafter "Nationwide" or "Administrator"), and the City or County or any of its agencies, departments, subdivisions or instrumentalities of City of Mattoon, Illinois hereinafter referred to as EMPLOYER.

WHEREAS, EMPLOYER, pursuant to and in compliance with Internal Revenue Code Section 457, has established a Deferred Compensation Plan, hereinafter referred to as PLAN, which permits EMPLOYER and its employees to enjoy the advantages derived from Section 457 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the intent of the Program is to assist Employers and their employees in establishing an increased measure of financial security by providing for additional retirement income through the deferral of before-tax dollars and the reduction of current income tax liability thus offsetting the effects of inflation on their ultimate retirement benefits,

WHEREAS, EMPLOYER desires to utilize Nationwide in connection with the administration of the PLAN;

WHEREAS, Nationwide desires to provide such services subject to the terms and conditions set forth herein; and

Now therefore, EMPLOYER and Nationwide agree as follows:

1. SELECTION OF A DEFERRED COMPENSATION PROGRAM

The Plan makes available to the Employer a third party administrator and investment and insurance products which, as a result of a careful evaluation of administrative abilities and experience, and the combination of costs, benefits, and services, provide a quality deferred compensation program.

2. DESIGNATION AND REGULATORY CONSIDERATIONS

EMPLOYER designates Nationwide as an Administrator for deferred compensation funds.

EMPLOYER has agreed to sponsor the Program and has selected and contracted with an independent plan administrator, Nationwide, eminently qualified to accept and fulfill the responsibility for all administrative requirements necessary for the successful operation of the Program. The Employer hereby accepts Nationwide to act as Program Administrator in fulfilling the administrative and marketing requirements of its Plan and the Program.

Nationwide has represented and warranted to EMPLOYER that the Program and the Plans adopted thereunder meet all necessary criteria for approval by all federal and state regulatory authorities governing such programs.

Employer has determined that it is an "eligible employer" as that term is defined in Section 457(e)(1)(A) of the IRC.

3. TERMINATION

A. EMPLOYER

Employer may terminate this Agreement upon 90 days' written notice to Nationwide without cause.

B. NATIONWIDE

If the Employer fails to agree, whether by act or omission, to the terms and conditions for participation in the Program, Nationwide shall have the right to terminate this Agreement upon 90 days' written notice to the

Employer; provided, however, the Employer may cure the default or omission within 90 days immediately following the date of said notice.

4. DEFAULT

In the event the Agreement is terminated for "Cause" (which shall mean the failure of either party to perform any or all of its obligations as defined herein); the non-defaulting party shall give the defaulting party written notice, specifying the particulars of the default. If such default is not cured within sixty (60) days from the date in which notice of default is given, the non-defaulting party may terminate the Agreement effective thirty (30) days after the end of the sixty (60) day period.

5. INVESTMENT OPTIONS

Nationwide agrees to accept deferred compensation plan funds for investment in the investment options as mutually agreeable to the parties.

EMPLOYER agrees to accept the terms and conditions of the insurance and investment company contracts as represented by Administrator pursuant to the operation of this Program.

EMPLOYER agrees to assist the Administrator, as necessary, in the development of comprehensive investment and service specifications.

- A. Participants will be permitted to change their investment options as often as they wish, however, they shall be subject to any applicable penalty or charge or restriction imposed for such change.

6. ESTABLISHMENT OF ACCOUNTS

A. ENROLLMENT SERVICES

Nationwide agrees to process, or arrange to have processed, the enrollment of eligible employees who elect to participate in the Plans. Nationwide agrees to provide informational and promotional material pursuant to the Plan for distribution to employees of EMPLOYER. EMPLOYER agrees to allow and facilitate the periodic distribution of such material to employees and to disseminate promotional and communication materials as provided to it for employee distribution;

It is mutually understood and agreed that EMPLOYER has designated Nationwide to act as its Agent in fulfilling certain of the administrative and marketing requirements of this Agreement.

B. DEFERRALS

The minimum participant deferral per pay period shall be not less than \$10.00 or 1% (one-percent) of participant's salary.

C. EMPLOYER agrees to:

1. Provide Administrator its full cooperation and support in administering the necessary deferral system for employee contributions; and notify Nationwide in writing, within fourteen (14) business days of a Participant's separation from service, including retirement, with an Employer.
2. Name An EMPLOYER official or committee to act as Contract Administrator on behalf of the EMPLOYER on all material matters relating to activities of the Program.
3. Recognize that such tax-deferred savings benefits will act as incentives for employees to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their retirement income.
4. Recognize that through the adoption of the Administrator's Program, all such regulatory, operational, administrative and other Program management responsibilities are assumed by Administrator on

behalf of the EMPLOYER, in accordance with the Plan document, and certain responsibilities have been and may be delegated by Employer to Nationwide as Administrator; and

5. Recognize the important contribution of the Administrator's technical expertise in the design, implementation and administration of a Program established and administered in compliance with all applicable regulatory jurisdictions.
6. Recognize the benefits of Administrator's establishment of a functional administrative system on behalf of EMPLOYERS to administer the Program.
7. Enact the necessary resolution/court order to adopt the Administrator's Plan Agreement and to establish its Deferred Compensation Program for its employees.
8. Cause appropriate deductions to be made from such payroll(s) as may be applicable and send the funds representing the total participant deferrals to Nationwide.
9. Arrange for representatives of Nationwide to conduct enrollment meetings with the Employer's employees.
10. Accept the terms and conditions of the investment media and, if applicable, insurance contracts issued to the EMPLOYER pursuant to the Plan adopted by the Employer;
11. Use the Nationwide Plan document, promotional materials, and other forms provided to it as a participant under the Program in connection with the Nationwide Plan;
12. Select among the payout options available under the Program.
13. Notify Nationwide immediately as to any decrease in a participant's includible compensation or any increase in any pre-tax salary reduction.
14. Provide to Nationwide in such electronic or magnetic media designated by Nationwide, a deferral listing with respect to participant sub-accounts to include not less than the following:

Name of participant
Social security number of participant
Amount to be credited to participant's sub-account(s)

15. Funds may be sent by wire transfer, through an automated clearinghouse or by check in accordance with written instructions provided by Nationwide. Failure to follow the written instructions provided by Nationwide may result in delay of posting to Participant accounts.
16. Authorize Nationwide to act upon instruction given by Participants pursuant to their personal identification number (PIN), such PINs can be used to obtain certain services as designated by Nationwide.

D. The Administrator agrees to:

1. Establish a sub-account for each Participant.
2. Post and credit the amounts sent by EMPLOYER to the sub-account(s) of Participants in accordance with the latest written instructions on file with Nationwide.

7. **PARTICIPANT SERVICES**

Administrator agrees to:

- A. Establish the overall Program, its funding options and administrative operations so as to comply with other regulatory authorities, including state statutes, constitutional restrictions and other appropriate authorities.
- B. Provide Employer with a Deferred Compensation Plan Agreement and necessary agreements for execution with its participating employees, which is and will be maintained in compliance with the provisions of the IRC.
- C. Provide EMPLOYER with such technical assistance as is necessary to implement the Program in accordance with the needs and objectives of the EMPLOYER'S individual requirements.
- D. Provide an administrative support system to facilitate employee deferrals, reconciliations, disbursements to the investment media, maintenance of the individual and Employer account records, provide periodic statements and coordinate employee distributions, and assure proper tax reporting systems.
- E. Provide such accounting and internal controls systems as are necessary to provide Employer with those reports specified in this Agreement, to meet the Employer's individual financial reporting requirements.
- F. Provide an interactive voice response (IVR) toll free telephone number which shall be operative 24 hours per day, 7 days per week (less normal maintenance time) for the IVR, and for live Participant Service Representatives, Monday through Friday, 8 a.m. - 9 p.m. Eastern time, each business day. Using this number participants may obtain information about participant accounts. EMPLOYER authorizes Nationwide to honor instructions, which may be submitted by participants using this number, either via the IVR, or to a live representative. Participant instructions may be in such form and content as may be mutually agreed to by Nationwide and EMPLOYER.
- G. As payor, compute and deduct from any disbursements made by Nationwide under the Plan all appropriate federal and State income taxes required by law to be withheld from plan distributions and also furnish to all participants receiving payments or benefits from the Program, appropriate tax reporting forms.
- H. Provide deferral limit testing services to Employer subject to the following:
 - (1.) Nationwide shall accept or reject participant election forms;
 - (2.) Nationwide shall not be responsible for monitoring deferrals to section 403(b), 401(a), 414(h) plans or other plans referenced by IRC
 - (3.) Nationwide will not be responsible for monitoring interplan coordination should Employer offer more the one (1) section 457 plan.
- I. Provide Plan Participants unlimited opportunities to increase (within limitations of Sec. 457) or decrease deferral amounts. All requests to increase or decrease deferral amounts will be processed by Nationwide within five (5) business days of receipt of the request and will be effective as soon as administratively practical by EMPLOYER.
- J. Establish and maintain individual participant account records and calculate daily valuations of participant account. Such records shall contain the participant's social security number, the allocation of participant deferrals to the Program products available under the Plan, the participant's address, the participant's birth date, the participant's beneficiary designation, and any other data necessary for administration of the participant's account.
- K. Provide Plan Participants opportunities to redirect future deferral amounts to any other Investment Product offered by the Plan. All requests will be processed within five (5) business days of receipt and the deferral will be effective with the next following pay period.
- L. Provide Participants the daily ability to exchange existing account balances from one investment option offered by the Plan to another (except for the limitation described in Section 5A above). Exchange requests for mutual funds will be processed with the fund being "sold" by the date following the date

Nationwide receives such instructions and will be effective in the new fund not later than the day following Nationwide's receipt of funds from the "sold" fund.

- M. Provide Participants, if they request, a fund prospectus and an annual report for each mutual fund offered by the Plan. Specific mutual fund prospectuses and other relevant information is to be provided by each respective mutual fund or other investment provider upon request by Nationwide or a participant.
- N. Provide Participants consolidated quarterly statements reflecting the Account balances as of each March 31, June 30, September 30, and December 31 ("Statement of Account"). The Statement of Account shall indicate the deferred amounts received and processed by Nationwide for each such participant, the account value of each investment by such participant, the total account value (including earnings or losses with respect thereto) of each such participant's account at the end of the period. An individual Statement of Account shall be mailed to each participant in a sealed envelope as promptly as possible but no later than thirty (30) days following the end of each calendar year quarterly period. Participants shall be informed that they must notify Nationwide within thirty (30) days of receipt of their statements or confirmation of their investments, to report any errors to Nationwide. Nationwide will not be liable for any errors not reported within this time frame.
- O. Provide the following reports to the Employer on a timely basis as follows:
 - (1.) Nationwide shall provide Employer, within thirty (30) days following the end of each calendar year quarterly period, with a calendar year quarterly Plan statement, produced as a by-product of the participant statements ("Entity Statement"), summarizing all participant activity that transpired during the reporting period: and
 - (2.) Quarterly summaries to Employer, within thirty (30) days after the end of each calendar year quarterly reporting period (March 31, June 30, September 30 and December 31), indicating the total deferred funds allocated to each investment or insurance option under the Plan ("Financial Activity Confirmation Statement"); and
 - (3.) Calendar year quarterly Surrender Audit Reports, to Employer within thirty (30) days following the end of each calendar year quarterly reporting period, showing by participant, Social Security number, the total amount surrendered by fund and the date of such surrenders. The type of withdrawal (for example, annuity purchase, payments due to termination of employment, and unforeseeable emergency withdrawal), will be indicated by a two-digit reason code
- P. Maintain, for a reasonable time, the records necessary to produce the above mentioned reports, and agrees that all records shall be the property of EMPLOYER. EMPLOYER agrees that all related computer tapes, disks and programs shall remain the property of Nationwide.

8. DISTRIBUTIONS

- A. Nationwide will assist the Participant in preparing the necessary forms to select his/her distribution option.
- B. Participants electing a payment of a lump sum amount will receive distribution of their account within ten (10) business days of the earliest day permitted by the Plan. However, Nationwide shall initiate the processing of all approved emergency/hardship requests upon receipt.
- C. Nationwide will provide necessary forms and process payments from the Participant's account, to the company selected by the Plan to provide annuity options to Participants. Participant will be required to submit properly completed forms to Nationwide in a time frame necessary to effectuate the "payment begin date" requested by Participant.
- D. All payment options are available for all investment options. All distributions will be made pro-rata from each of the Participant's investment options.

- E. Nationwide will be responsible for preparing and filing all reports required by federal and state taxing authorities through the effective date of the Agreement's termination.

9. TERMINATION

Upon the effective date of termination of this Agreement, the following shall occur:

- A. Nationwide will no longer accept deferrals.
- B. Nationwide will provide EMPLOYER a copy of all records relating to Participant sub-accounts, in hard copy or such other form as mutually agreed upon between Nationwide and EMPLOYER, within one hundred twenty (120) days after the effective date of termination.
- C. Accounts in distribution will be transferred to EMPLOYER or its designee in accordance with the time frame described above.

10. CONFIDENTIALITY

Nationwide agrees that all information supplied to and all work processed or completed by Nationwide shall be kept confidential and will not be disclosed except as required by law.

11. PRIVITY OF CONTRACT

Nationwide and Plan Participants shall have no privity of contract with each other.

12. TITLE AND OWNERSHIP

In accordance with the provisions of Internal Revenue Code Section 457, all account(s) established under this Agreement shall be held in the name of EMPLOYER, or by a Trustee/Custodian with a multi-employer "omnibus account" for the benefit of participants, in accordance with the Plan.

13. CIRCUMSTANCES EXCUSING PERFORMANCE

- A. Neither party to the Contract shall be in default by reason of failure to perform in accordance with its terms, including but not limited to the administrative and marketing services set forth in this Agreement, if such failure arises out of causes beyond reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, acts of God or public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather. Neither party shall be responsible for performing all or that portion of services precluded by the foregoing events for such period of time as EMPLOYER or Administrator are precluded from performing such services in the normal course of business. Nationwide shall not be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or part from the foregoing events.

"Acts of God" are defined as acts, events, happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

14. INDEMNIFICATION

Nationwide agrees to defend, indemnify, and hold harmless the EMPLOYER, its officials, employees, and agents from all loss, cost, and expense arising out of any loss or injury sustained by anyone in connection with Nationwide's acts, errors, or omissions, or any of those of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and shall pay for any and all damages to EMPLOYER's property and funds of the EMPLOYER, or loss or theft of such property or funds. The Provisions of this Article do not apply to any damage or loss caused solely by the acts, errors, or omissions of the EMPLOYER, its officials, employees, or agents.

15. ATTORNEYS' FEES

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, each party shall be responsible for its own attorneys' fees and/or any costs or expenses related to the bringing or defense of any such claim, arbitration, or lawsuit.

16. CONTRACT TERM

This agreement is effective until terminated in accordance with Section 3 above.

17. ASSIGNABILITY

No party to this Agreement shall assign the same without the express written consent of the other party, which consent shall not to be unreasonably withheld. This provision shall not restrict Nationwide's right to delegate certain services to an agent, including any affiliate. Unless agreed to by the parties, no such assignment shall relieve any party to this Agreement of any duties or responsibilities herein.

18. PARTIES BOUND

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.

19. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws operating within the State of Ohio.

20. UNLAWFUL PROVISIONS

In the event any provisions of this Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Agreement, but the same shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein. Notwithstanding anything contained herein to the contrary, no party to this Agreement will be required to perform or render any services hereunder, the performance or rendition of which would be in violation of any laws relating thereto.

21. MODIFICATION

This writing is intended both as the final expression of the Agreement between the parties and as a complete statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

22. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision in the Agreement and neither party may, at any time, enforce the provision previously waived, unless a modification to this Agreement has been executed.

23. SEVERABILITY

The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or federal or state EMPLOYER, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision.

24. NOTICES

All notices and demands to be given under this Agreement by one party to another shall be given by certified or United States mail, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party may, from time to time, designate in

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1414

ORDINANCE TO APPROVE PETITION FOR REZONING

WHEREAS, a Petition for Rezoning was filed with the City Clerk for the City of Mattoon by Mattoon Community School District # 2 and Commercial Refrigeration of Central Illinois, Inc., on the 13th day of October, 2010 requesting that the City of Mattoon, Illinois rezone from R3 Multiple Family District (RS) to C3 Service Commercial District the real estate described as follows:

All of Block 87 of Noyes Addition to the City of Mattoon

Also known as, 2100-2120 Western Ave. and 2101-2121 Prairie Ave.

WHEREAS, a public hearing was held before the Planning Commission of the City of Mattoon on the 9th day of November, 2010 pursuant to published notice;

WHEREAS, said Mattoon Planning Commission considered said Petition for Rezoning and recommended the Petition for Rezoning be approved;

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 of 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 rezoned from R3, Multiple Family District to C3, Service Commercial District.

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

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

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

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

Recorded in the Municipality's Records on _____, 2010.

PRAIRIE AVE.

WESTERN AVE.

22nd ST.

COMMERCIAL AVE.

21st ST.

PRAIRIE AVE.

20th ST.





STAFF REPORT

November 2, 2010

The applicants are requesting rezoning of the formal Central School Property from R3, multiple family to C3, Service Commercial.

Applicants

Community Unit 2 & Commercial Refrigeration

Location

The subject property is located at the N.W. corner of 21st and Western

Description of Property and Surrounding Uses

LOCATION	ZONING	LAND USE
Applicant Property	R3	Multiple Family
North	R3	Multiple Family
South	C3	Service Commercial
East	C3, C4	Service, General Commercial
West	R2, R3	One & Two Family, Multiple Family

Comprehensive Plan

The subject property was designated for Junior High surrounded by medium density to the North, South and West.

Review Comments

Staff has concerns that both Western Avenue and North 21st Street are not designed for heavy truck traffic.

Zoning the property C3 would allow outside storage of vehicles, boats, rental equipment, farm and garden supplies. Allowable uses would include plumbing, heating, and air-conditioning repair services, heating and plumbing equipment retail, motor vehicle repair, gasoline service station, and hardware retail, for some examples.

Any building used primarily for any of the allowable uses in C3 may not have more than 40% of its floor area devoted to industrial or storage purposes incidental to such primary use, and provided that not more than five persons are employed at any one time or on any one shift in connection with such incidental use.

Staff Recommendation

C3 zoning would be more of an acceptable zoning district, than C4 which was asked for previously, and more likely a complimentary fit with the surrounding properties.

ATTACHMENTS

1. Aerial Photo

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1415

AN ORDINANCE APPROVING A VARIANCE TO ALLOW THE OVERNIGHT STAY OF DOMESTIC ANIMALS ACCUSTOMED TO THE USE OF A PET STORE, LOCATED ON REAL ESTATE KNOWN AS MATTOON MARKETPLACE.

WHEREAS, there has been filed a written Petition by Timothy E. Fears, 100 DETTRO DRIVE MATTOON LLC, for a variance, respecting the property legally described as:

Lots 1,2,3,4,5 and Outlot A of Mattoon Marketplace, being Lot 1 of the replat of Outlot 1 of McFall/Swords Commercial Residential Development and part of Section 17, T-12-N, R-8-E, 3rd PM, Lafayette Township, Coles County, Illinois,

and

Lot 2 of the Re-Plat of Outlot 1 of McFall/Swords Commercial/Residential Development, Lafayette Township, Coles County, Illinois

and

Lot 10 in Block 1 in McFall/Swords Commercial/Residential Development, Phase I, Lafayette Township, Coles County, Illinois.

Commonly known as Mattoon Marketplace Shopping Center, Mattoon, Illinois

WHEREAS, said petition requests a variance be granted to allow the overnight stay of domestic animals accustom to the use of a pet store located in a C5, Shopping Center District, and believe a variance would not be detriment to the general public interests or to the premises; and

WHEREAS, the Planning Commission held a public hearing on said petition on November 9th, 2010; and

WHEREAS, said Petition was considered by the Planning Commission on November 9th, 2010; and was recommended that the Petition be allowed, and that a variance be granted to allow the overnight stay of domestic animals accustom to the use of a pet store in a C5, Shopping Center District.

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

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

Section 2. A variance is hereby granted to allow the overnight stay of domestic animals accustom to the use of a pet store in a C5, Shopping Center District, on the above described properties.

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

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

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this ____ day of _____, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

Recorded in the Municipality's Records on _____, 2010.

BROADWAY AVE.

IL 16

SWORDS DR.

FORT WORTH WAY

DETROIT RD.

REMMINGTON RD.





STAFF REPORT
November 2, 2010

The applicant is requesting a variance to allow overnight boarding of pets available for adoption in the C5, Shopping Center District.

Applicant

Timothy E. Fears, Vice President and General Counsel
100 DETTRO DRIVE MATTOON, LLC

Location

The subject property is located at IL Route 16 and Dettro Drive, Commonly known as Mattoon Marketplace Shopping Center, Mattoon, Illinois

Description of Property and Surrounding Uses

LOCATION	ZONING	LAND USE
Applicant Property	C5,C3	Shopping Center, Service Commercial
North	I	Industrial
South	C3	Service Commercial
East	C3	Service Commercial
West	C4	General Commercial

Comprehensive Plan

The subject property was designated low density however the area has developed into a commercial and retail.

Review Comments

The Zoning Ordinance does not list pet stores. Pet grooming with no overnight stay is an allowable use in C1, Neighborhood Commercial. Most retails are allowable in a C2, Accommodation Commercial or C3, Service Commercial. Veterinary hospitals with no outside kennels are allowable uses in a C3, Service Commercial however, Veterinary hospital or clinics for larger domestic or farm animals or boarding kennels or any other form of overnight boarding is only allowed in C4, General Commercial.

The current zoning is C5, Shopping Center, which allows any use permitted in C1, C2, and C3 Commercial Districts and conforms to the performance standards set forth in Planned Unit Development Code.

The proposed primary use would be retail sales of small pets, pet food, supplies and accessories with accessory uses to include pet grooming, pet training, adoption (partnership with local rescue/humane society), veterinary care (including overnight stays as medically necessary).

Staff Recommendation

ATTACHMENTS

1. Aerial Photo

**City of Mattoon
Council Decision Request**

MEETING DATE: 11/16/2010 CDR NO: 2010-1164 SUBJECT: IT Assistant

SUBMITTAL DATE: 11/16/2010

SUBMITTED BY: Brian Johanpeter, IT Director

APPROVED FOR AGENDA: Sue McLaughlin, City Administrator

EXHIBIT: None

EXPENDITURE	AMOUNT	CONTINGENCY
ESTIMATE:	BUDGETED:	FUNDING REQUIRED:
\$35,000-48,000 annually	\$38,380.00 annually	N/A

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

“I move to approve a salary range and to seek external recruitment for an Information Technology Assistant, due to the resignation of Hans Warner.”

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

Hans Warner was hired in May 2006 to fill the newly created position of Information Technology Assistant. He resigned on November 12, 2010 to pursue another work opportunity.

The Information Technology Assistant helps the City’s Information Technology Director fulfill the Computer Information Services department’s task of supporting computer users of the municipality, developing and maintaining the city’s public presence on the World Wide Web, and managing the equipment, software, systems, and network infrastructure owned and leased by the municipality.

Salary for this non-exempt position will range between \$35,000.00 and \$48,000.00 depending on the education and experience of the candidate selected to fill the position. The salary increase is desired to attract a good pool of qualified candidates. It is proposed that funds for this increase (approximately \$10,000) be directed from the Tourism fund as the person filling this position will be expected to spend a fair amount of time designing, developing, and maintaining the city’s websites. These websites include one for Bagelfest with plans to create an additional website just for Mattoon Tourism. It is also anticipated that the person in this position could help the Tourism Director with other design and development projects as needed.

It is desired to publicly post the availability of this position until it is filled with a start date to be determined by the availability of the selected candidate.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2010-2820

**RESOLUTION TO ENTER INTO CONTRACTUAL AGREEMENT FOR
TECHNICAL ASSISTANCE SERVICES WITH THE COLES COUNTY REGIONAL
PLANNING AND DEVELOPMENT COMMISSION**

WHEREAS, the **City of Mattoon** has selected the Coles County Regional Planning and Development Commission to provide certain Technical Assistance Services to the **City**; and

WHEREAS, the **City Council** has examined the proposed contract agreement a copy of which is attached hereto and incorporated by reference and entitled "Technical Assistance Agreement" Between the **City of Mattoon IL** and the Coles County Regional Planning and Development Commission," and finds said contract agreement to be acceptable,

NOW, THEREFORE, BE IT RESOLVED by the **City Council** of the **City of Mattoon**, Illinois, that the **City** enter into and execute said Contract Agreement with the Coles County Regional Planning and Development Commission. The **Mayor** is authorized to execute said Agreement.

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

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2010.

Timothy D. Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

Recorded in the Municipality's Records on _____, 2010.

**TECHNICAL ASSISTANCE AGREEMENT BETWEEN THE CITY OF MATTOON,
ILLINOIS AND THE COLES COUNTY REGIONAL
PLANNING AND DEVELOPMENT COMMISSION**

THIS AGREEMENT MADE THIS _____ day of _____, 2010 between the Coles County Regional Planning and Development Commission, hereinafter known as the "Commission" and the **City of Mattoon**, a municipal corporation, hereinafter called the "**City**."

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

1. The Commission agrees to provide professional and technical services to the **City** from **December 1, 2010** to **November 30, 2011**. The professional and technical services shall be performed by the Commission under the direction of the **City** (See Attachment "**A**" for a description of these services). Attachment **A** is hereby incorporated and made part of this Agreement.

2. The **City** hereby agrees to enter into a contract agreement for actual services rendered for a maximum sum of **\$8,000** to be billed on a monthly basis. The Commission shall bill the **City** for services rendered for the prior month. Said payments shall be made by the **City** within 30 days following each statement. Statements will reflect expenses to-date and the amount remaining in the contract and will be provided to the **City**.

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

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

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

Other Provisions

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

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2010.

FOR THE CITY

FOR THE COMMISSION

MAYOR

CCRP&DC, Commission Chairman

CITY CLERK

CCRP&DC, Executive Director

(SEAL)

(SEAL)

ATTACHMENT A

Coles County Regional Planning and Development Commission (CCRP&DC) Listing of Contractual Services

(May include one, several, or all services listed below depending on the services authorized by the local government client. All services to be billed as indicated in the agreement.)

- ❖ Planning (transportation, community, infrastructure, economic)
- ❖ Zoning/Planning Map Preparation/Graphics
- ❖ Intergovernmental Relations Assistance (incl. access to state/fed funding agency personnel & programs)
- ❖ Grant Application Assistance
- ❖ Grant Administration Assistance
- ❖ TIF District Technical Assistance and Support
- ❖ Other Duties as assigned by City Council and/or City Administrator

STATE OF ILLINOIS)
CITY OF MATTOON)
COUNTY OF COLES)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the **City of Mattoon**, the County and State aforesaid, and as such Clerk I am the keeper of the records and files of the **Mayor** and the **City Council** of the **City of Mattoon**.

I do further certify that the attached and foregoing is a true and correct document of the Resolution entitled:

**RESOLUTION TO ENTER INTO CONTRACTUAL AGREEMENT FOR
TECHNICAL ASSISTANCE SERVICES WITH THE COLES COUNTY
REGIONAL PLANNING AND DEVELOPMENT COMMISSION**

as adopted by the **Mayor** and **City Council** of the **City of Mattoon** at its regular meeting held on _____, **2010**, all as it appears from the official records of said **City** in my care and custody.

IN WITNESS WHEREOF, I have hereunto affixed by official signature and corporate seal of said **City of Mattoon**, Illinois, the _____ day of _____, **2010**.

City Clerk

(SEAL)

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2010-2821

**RESOLUTION TO ENTER INTO CONTRACTUAL AGREEMENT
FOR REVOLVING LOAN FUND ADMINISTRATION & COORDINATION SERVICES
WITH THE COLES COUNTY REGIONAL PLANNING & DEVELOPMENT
COMMISSION**

WHEREAS, the **City of Mattoon** operates a State of Illinois capitalized Revolving Loan Fund, and;

WHEREAS, the Coles County Regional Planning and Development Commission has been deemed by the **City Council** as qualified to administer said Revolving Loan Fund, said Commission furnishing a proposed contract agreement for Revolving Loan Fund administration services to the **City**, and

WHEREAS, The **City Council** has examined the proposed contract agreement, entitled "Contract Agreement for Administration and Coordination Services for State Capitalized Revolving Loan Fund," and finds the agreement to be acceptable.

NOW, THEREFORE, BE IT RESOLVED by the **Mayor** and **City Council** of the **City of Mattoon, Coles County**, Illinois that the **City** enter into and execute this Contract Agreement for Administrative Services with the Coles County Regional Planning and Development Commission. The **Mayor** is authorized to execute said AGREEMENT.

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

AYES (Names): _____

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

Approved this _____ day of _____, 2010.

Timothy D. Gover, Acting Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney & Treasurer

Recorded in the Municipality's Records on _____, 2010.

**CONTRACT AGREEMENT
FOR ADMINISTRATION AND COORDINATION SERVICES
FOR STATE CAPITALIZED REVOLVING LOAN FUND**

THIS AGREEMENT, made and entered into this ____ day of _____, 2010 by and between the **City of Mattoon**, Illinois (hereinafter referred to as the "**City**") and the Coles County Regional Planning and Development Commission, Charleston, Illinois, (hereinafter referred to as the "Commission"), covers certain administrative and coordination services to be furnished in connection to a revolving loan capitalized by the State of Illinois.

Description of Project

The administration/coordination of **City's** State of Illinois capitalized Revolving Loan Fund.

WITNESSETH THAT, in consideration of these premises and the mutual covenants herein set forth,

THE COMMISSION AGREES to perform the following duties for the **City** in consultation with the **Mayor** and **City Council** and their designated representatives:

1. Fulfillment of Loan Conditions/Requirements

The Commission will administer the **City's** revolving loan fund in accordance with applicable local, state, and federal provisions to assure the **City's** legal responsibilities with respect to said revolving loan fund. The Commission will also undertake to prepare and submit all materials required to satisfy any conditions of the loan made from said revolving loan fund, including State-required Environmental Review Procedures (if required).

2. Reporting

The Commission will establish and maintain a revolving loan filing system and shall prepare and submit all necessary reports, forms, schedules, accounts, and all other documents required or requested by local, state, and federal governments as well as authorized auditing firms/personnel for program compliance purposes. The Commission will render reports, either oral or written, at the request of the **City** concerning the Commission's activities and program progress to either the **City** or other groups.

Day-to-Day Coordination of Activities

The Commission shall at all times during this AGREEMENT provide the **City** and its representatives with day-to-day coordination of program activities and shall, as often as required, provide needed information to accomplish the intent of this AGREEMENT.

THE CITY AGREES:

Payment for Revolving Loan Fund Administration Services

The estimated annual sum of this agreement is **\$2,100.00** to be billed on a monthly basis. The Commission shall bill the **City** for services rendered for the prior month. Said payments shall be made by the **City** within 30 days following each statement. Statements will reflect expenses to-date and the amount remaining in the contract and will be provided to the **City**. The **City** agrees to authorize payment for said services from local revolving loan funds or other local sources.

Program Coordination

The **City** pledges its support and assistance to the Commission in the day-to-day coordination of administration activities of the **City** under this AGREEMENT.

Performance Period

This contractual AGREEMENT shall be in effect from **December 1, 2010** until **November 30, 2011**.

Additional Services

Additional services not mentioned in this AGREEMENT shall be provided by the Commission upon request by the **City**, after a negotiated AGREEMENT addendum has been executed.

Other Provisions

1. **Termination**: This contract may be terminated by the **City** with or without cause. Under this event, the Commission shall be paid for all unpaid services rendered under this Agreement up to the date of this Agreement's termination, within thirty (30) days of the date of termination.
2. **Commission Not Liable**: The **City** shall save the Commission harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Commission, their associates, and their employers under this AGREEMENT, due to errors and omissions by the **City**.

THIS AGREEMENT constitutes the entire AGREEMENT between the parties hereto, and no

changes or additions to said AGREEMENT shall be valid unless in writing and signed by the parties hereto. This AGREEMENT shall be interpreted and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____, 2010.

FOR THE **CITY**:

FOR THE COMMISSION:

Mayor

CCRP & DC Commission Chairman

City Clerk

CCRP & DC Executive Director

(SEAL)

(SEAL)

STATE OF ILLINOIS)
CITY OF MATTOON)
COUNTY OF **COLES)**

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the **City of Mattoon**, the County and State aforesaid, and as such Clerk I am the keeper of the records and files of the Mayor and **City Council** of the **City**.

I do further certify the attached foregoing is a true and correct document of the Resolution entitled:

RESOLUTION TO ENTER INTO CONTRACTUAL AGREEMENT
FOR REVOLVING LOAN FUND ADMINISTRATION & COORDINATION SERVICES WITH THE COLES
COUNTY REGIONAL PLANNING & DEVELOPMENT COMMISSION

as adopted by the Mayor and **City Council** of the said **City** at its regular meeting held on November 16, **2010** and as approved by the **Mayor** of said **City** on the 16th day of November, **2010**, as it appears from the official records of said **City** in my care and custody.

IN WITNESS WHEREOF, I have hereunto affixed by official signature and the corporate seal of said **City of Mattoon**, Illinois, the 17th day of November, **2010**.

City Clerk

(SEAL)