

CITY OF MATTOON, ILLINOIS
CITY COUNCIL AGENDA
October 18, 2011
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 Mayor will ask if anyone desires to remove an item from the Consent Agenda for public discussion.

Minutes of the Regular meeting October 4, 2011

Fire Department Report for the month of September, 2011

Bills and Payroll for the first half of October, 2011 and HOME Rehab Expenditures

PRESENTATIONS, PETITIONS AND COMMUNICATIONS

This portion of the City Council meeting is reserved for persons who desire to address the Council. The Illinois Open 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

DISCUSSION: Amending Chapter 114 of the Mattoon Code of Ordinances to regulate liquor.

NEW BUSINESS:

- 1. Motion – Approve Council Decision Request 2011-1267: Approving the rejection of all bids for replacement bullet proof vests for officers of the Mattoon Police Department; and approving the bid of \$22,500 from Ray O’Herron Co., Inc. for 36 bullet proof vests. (Gover)**

2. Motion – Adopt Resolution 2011-2845: Adopting the successor Health Flexible Spending Account Plan Document and Summary Plan Description prepared by OptumHealth for administration of the City’s Flexible Spending Account; and authorizing the City Clerk to administer the plan. (Gover)
3. Motion – Adopt Ordinance 2011-5330: Amending Chapter 72 of the municipal code regulating snow route streets. (Becker)
4. Motion – Approve Council Decision Request 2011-1268: Approving a \$2,500 grant by the Tourism Advisory Committee from hotel/motel tax funds to the Lake Land College Athletics for hosting the Lake Land College Women’s Basketball Laker Holiday Classic on December 29 -31, 2011. (Hall)
5. Motion – Approve Council Decision Request 2011-1269: Awarding the 2011 Water Treatment Plant chemical bids as follows:

| | | |
|-------------------------------------|---------------------|---------------|
| General Chemical | Alum | \$.195/pd; |
| Continental Carbonic Products, Inc. | CO2 | \$.0495/lb; |
| Envirogreen | Carbon | \$.615/lb; |
| Polydyne, Inc. | Polymer | \$.57/lb; |
| Brenntag Mid-South, Inc. | Chlorine | \$.2285/lb; |
| Hawkins, Inc. | Fluoride | \$.42/lb; |
| Hawkins, Inc. | Ammonia Sulfate | \$.38/lb; |
| Carus Corp. | Polyphosphate blend | \$.62/lb; |
| Carus Corp. | Permanganate | \$.99/lb; |
| Mississippi Lime Co. | Lime | \$170.49/ton. |
| | | (Rankin) |

DEPARTMENT REPORTS:

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

COMMENTS BY THE COUNCIL

Adjourn

UNAPPROVED MINUTES:

October 4, 2011 – Regular

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on October 4, 2011.

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

Mayor Gover led the Pledge of Allegiance.

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

Also physically present were City personnel: City Administrator Sue McLaughlin, Attorney & Treasurer J. Preston Owen, Community Development Coordinator Kyle Gill, Public Works Director Dean Barber, Deputy Police Chief Jason Taylor, and City Clerk Susan O'Brien.

Mayor Gover seconded by Commissioner Hall moved to permit the electronic attendance of Commissioner Ervin due to employment purposes.

Mayor Gover opened the floor for discussion with no responders.

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

Commissioner Ervin attended the meeting at 6:31 p.m.

Mayor Gover seconded by Commissioner Becker moved to approve the consent agenda consisting of minutes of the regular meeting September 20, 2011; Fire & Police Pension reports for the month of August, 2011; bills and payroll for the last half of September, 2011.

Bills and Payroll for the last half of September, 2011

| | | | |
|---------|---------------------------------------------|----|------------------|
| | <u>General Fund</u> | | |
| Payroll | | \$ | 252,311.49 |
| Bills | | \$ | <u>93,717.69</u> |
| | Total | \$ | 346,029.18 |
| | <u>Hotel Tax Fund</u> | | |
| Payroll | | \$ | 2,033.39 |
| Bills | | \$ | <u>1,121.20</u> |
| | Total | \$ | 3,154.59 |
| | <u>Festival Management Fund</u> | | |
| Bills | | \$ | <u>35.28</u> |
| | Total | \$ | 35.28 |
| | <u>Insurance & Tort Judgment</u> | | |
| Bills | | \$ | <u>125.00</u> |

| | | |
|---------|-------------------------------------|---------------|
| | Total | \$ 125.00 |
| | <u>Midtown TIF Fund</u> | |
| Bills | | \$ 2,248.40 |
| | Total | \$ 2,248.40 |
| | <u>Capital Project Fund</u> | |
| Bills | | \$ 11,611.87 |
| | Total | \$ 11,611.87 |
| | <u>Water Fund</u> | |
| Payroll | | \$ 31,515.56 |
| Bills | | \$ 38,477.23 |
| | Total | \$ 69,992.79 |
| | <u>Sewer Fund</u> | |
| Payroll | | \$ 42,999.13 |
| Bills | | \$ 21,716.42 |
| | Total | \$ 64,715.55 |
| | <u>Motor Fuel Tax Fund</u> | |
| Bills | | \$ 6,023.37 |
| | Total | \$ 6,023.37 |
| | <u>Health Insurance Fund</u> | |
| Bills | | \$ 105,286.53 |
| | Total | \$ 105,286.53 |

Mayor Gover opened the floor for discussion with no responders.

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

PRESENTATIONS, PETITIONS & COMMUNICATIONS

- Public comments/presentations and non-agenda items

Mayor Gover opened the floor for public comments or questions other than topics to be covered later in the meeting with no responders.

PRESENTATION: Mayor Gover presented Merle Lowry a plaque acknowledging and expressing gratitude for his 51 years service on various boards of the City of Mattoon.

PRESENTATION OF AUDIT – West & Company – Mr. Brian Daniell with Mrs. Heather Wolke of West & Company presented an overview of the City’s 2010/2011 Audit. Mr. Daniell with input from Attorney & Treasurer Owen and Administrator McLaughlin reviewed the revenues; expenditures; water and sewer funds while noting a cash loss of funds in the water fund, stating the necessity of a water rate study, and noting the sewer fund cash level, and water debt. Mr. Daniell opened the floor for questions. Attorney & Treasurer Owen stated the water & sewer funds need to be discussed at the next strategic planning session. Commissioner Rankin inquired as to paying off the debt with Attorney & Treasurer Owen noting the timeframe for the loan and reason for refunding the current bond. Mayor Gover opened the floor for further

inquiries from the Council or public with no responders. Mr. Daniell thanked Finance for their assistance. Mayor Gover thanked Mr. Daniell for the report.

Mayor Gover noted the grand opening of Petsmart on Saturday.

DISCUSSION: Amending Chapter 114 of the Mattoon Code of Ordinances to regulate liquor.

Mayor Gover opened discussion on possible changes to the liquor ordinance, noting the discussion was for input from the Council and audience tonight. Administrator McLaughlin lead the discussion on the background of the changes, reviewed the increases in number of licenses issued, fees increase, initial fee for new license, adult entertainment regulation provisions, prohibited licenses, depot license, wine tasting, drive-up windows, insurance specifications, zoning, hours, restricted downtown numbers, and noted the discussion was a work-in-progress.

Mayor Gover opened the floor for comments from the public. Mrs. Barb Beals and Mr. Jerry Beals of Castle Inn addressed their concerns over the increase in fees, club issues, special events' opportunities, requested postponement of fee increases until gambling machines could return to the taverns, and voiced concern over the Sunday extension. Mr. Rob Patterson inquired as to the BY license, which Administrator McLaughlin explained the "corkage license" was removed prior to the meeting, and questioned the premise expansion fee. Mr. Mike Dunning of Spanky's voiced concern over the increase in the number of issued licenses and the increased fees for transferring or selling the business. Ms. Bobbi Pendergast of Pat's Lounge voiced concern over the tavern license increase, Sunday sales, drinking and driving issues, request for liquor license holder meetings to resume as in the past, and notices to the current license holders when liquor licenses are up for discussion. Mr. Russ Jabbs of Custom Smokehouse voiced concern over the value of their licenses if additional licenses were permitted. Mr. Don Dow of the Ice House voiced the same concern as Mr. Jabbs. Mr. David Paul of Toasters requested additional hours of operation to 2 a.m. to offset the increase in fee. Mayor Gover called for further questions and opened the floor for the Council comments. Commissioners Hall and Ervin commented on the concerns of the license holders and noted the input was good. Mayor Gover expressed appreciation of the license holders in attendance and announced further discussion to be held at the next Council meeting.

NEW BUSINESS:

Mayor Gover seconded by Commissioner Rankin moved to approve Council Decision Request 2011-1264, approving the Public Works Advisory Board appointments of Cheryl Sweet and Terry Brotherton with terms of 12/31/2013 and 12/31/2012 respectively. These appointments are replacements for Merle Lowry and Joe McKenzie, who resigned.

Mayor Gover opened the floor for discussion with no responders.

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

Mayor Gover seconded by Commissioner Becker moved to approve Council Decision Request 2011-1265, approving the promotion of Officer Travis Easton to the rank of Sergeant in the Mattoon Police Department effective October 8, 2011.

Mayor Gover opened the floor for discussion with no responders.

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

Commissioner Ervin seconded by Commissioner Hall moved to adopt Ordinance 2011-5326, authorizing the issuance of General Obligation Waterworks Refunding Bonds (Alternate Revenue Source), Series 2011, of the City of Mattoon, Coles County, Illinois, providing the details of such bonds and for alternate revenue sources and the levy of direct annual taxes sufficient to pay the principal of and interest on such bonds and related matters.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2011-5326

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION WATERWORKS REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2011, OF THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR ALTERNATE REVENUE SOURCES AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS

WHEREAS, the City of Mattoon, Coles County, Illinois (the **“Issuer”**), is a non-home rule municipality duly established and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes, as supplemented and amended, the **“Illinois Municipal Code”**), presently operates a separate waterworks system (the **“System”**) under Section 11-129-1 *et seq.* of the Illinois Municipal Code (the **“Waterworks Revenue Source Act”**) and is entitled to receive a certain distributive revenue share of proceeds from State of Illinois incomes taxes (such distributive share referred to herein as the **“Revenue Sharing Receipts”**) imposed by the State of Illinois pursuant to the Illinois Income Tax Act and distributed to the State Revenue Sharing Act; and

WHEREAS, to refinance certain System facilities, improvements and costs (the **“Prior Project”**), pursuant to Ordinance No. 96-4863, adopted August 6, 1996 (the **“1996 Ordinance”**) the Issuer issued \$2,920,000 initial principal amount General Obligation Waterworks Bonds (Alternate Revenue Source), Series 1996 (to the extent refunded, the **“1996 Bonds”**), which were refunded on April 8, 2003 with proceeds from \$6,180,000 initial principal amount General Obligation Waterworks Refunding Bonds (Alternate Revenue Source), Series 2003 (the **“2003 Bonds”** or **“Prior Bonds”**), dated March 15, 2003, with First Mid-Illinois Bank & Trust, N.A. as bond registrar and paying agent (the **“Prior Bond Registrar”** and **“Prior Paying Agent”**), under Special Ordinance No. 2003-928, adopted March 18, 2003 (the **“2003 Ordinance”** or **“Prior Ordinance”**), which Prior Bonds the Issuer intends to currently refund and retire, pursuant to a deposit of sufficient funds (cash and/or certain securities, a **“Refunding Deposit”**) with the Prior Paying Agent and Prior Bond Registrar; and

WHEREAS, in connection with the estimated costs of refunding the Prior Bonds (the **“Refunding”**), including related costs and other expenses, costs thereof are to be paid from alternate revenue sources: (i) System revenues and Revenue Sharing Receipts on deposit, or to be deposited, in the debt service account for the Prior Bonds and (ii) proceeds of the hereinafter

described alternate bonds, being general obligation in lieu of revenue bonds as authorized by Section 15 of the Local Government Debt Reform Act, but nevertheless such Refunding is expected to be paid from revenues of the System and Revenue Sharing Receipts, rather than by any levy of taxes, and any balance from other available funds; and

WHEREAS, the Issuer has insufficient funds to pay the costs of the Refunding and, therefore, must borrow money and issue general obligation waterworks bonds (alternate revenue source) under this ordinance in evidence thereof up to the aggregate principal amount set forth above for such purposes; and

WHEREAS, pursuant to and in accordance with the Illinois Municipal Code and the provisions of Section 15 of the Local Government Debt Reform Act (Section 350/15 of Chapter 30 of the Illinois Compiled Statutes), as supplemented and amended, and this ordinance, as supplemented, the Issuer is authorized to issue its General Obligation Waterworks Refunding Bonds (Alternate Revenue Source), Series 2011, up to the aggregate principal amount of \$2,750,000 (the **“Bonds”**), for the purpose of providing funds to refund the Prior Bonds and pay related costs and expenses; and

WHEREAS, in connection with the offering of the Bonds, as described in the Preliminary Official Statement therefore (as prepared by the Issuer’s financial advisor, Speer Financial, Inc., Chicago, Illinois (the **“Financial Advisor”**), in preliminary form and completed and supplemented to be final, the **“Official Statement”**), as supplemented from time to time, including by the Issuer’s Continuing Disclosure Certificate and Agreement (the **“Disclosure Agreement”**) under Rule 15c2-12 of the Securities and Exchange Commission (**“Rule 15c2-12”**) the Issuer has received a proposed Bond purchase agreement (when fully executed to constitute the **“Purchase Agreement”**) from Bernardi Securities, Inc., Chicago, Illinois, as underwriter (the **“Purchaser”**), as arranged by the Financial Advisor; and

WHEREAS, for convenience of reference only this ordinance is divided into numbered sections with headings, which shall not define or limit the provisions hereof, as follows:

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

Section 1. Definitions. Certain words and terms used in this ordinance shall have the meanings given them herein, including above in the preambles hereto, and the meanings given them in this Section 1, unless the context or use clearly indicates another or different meaning is intended. Certain definitions are as follows:

“**Act**” means, collectively, the Local Government Debt Reform Act (Section 350/1 et seq. of Chapter 30 (and particularly Section 350/15 thereof) of the Illinois Compiled Statutes and the Illinois Municipal Code, as supplemented and amended, including, without limitation, by the Registered Bond Act, the Illinois Bond Replacement Act and the Bond Authorization Act.

“**Alternate Bonds**” means “**alternate bonds**” as described in Section 15 of the Local Government Debt Reform Act (Section 350/15 of Chapter 30 of the Illinois Compiled Statutes).

“**Arbitrage Regulation Agreement**” means, as applicable to the Bonds, the Issuer’s Arbitrage Regulation Agreement in connection with, among other things, arbitrage rebate under Section 148(f)(2) of the Code and Yield Reduction Payments.

“**BDSF**” or “**bona fide service fund**” means a fund, which may include proceeds of an issue, that (1) Is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year (i.e. each December 2 to December 1 annual period); and (2) Is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the principal and interest payments on the issue for the immediately preceding bond year.

“**Bond**” or “**Bonds**” means the Issuer’s \$2,750,000 maximum aggregate principal amount General Obligation Waterworks Refunding Bonds (Alternate Revenue Source), Series 2011, authorized to be issued by this ordinance.

“**Bond Order**” shall have the meaning in Section 3(a).

“**Code**” means the Internal Revenue Code of 1986, as amended, and includes related and applicable Income Tax Regulations promulgated by the Treasury Department.

“**Corporate Authorities**” means the City Council of the Issuer.

“**Disclosure Agreement**” means the Issuer’s Continuing Disclosure Certificate and Agreement under Rule 15c2-12 related to the Bonds.

“**Financial Advisor**” means the Issuer’s financial advisor related to the Bonds, Speer Financial, Inc., Chicago, Illinois.

“Fiscal Year” means the twelve-month period constituting the Issuer’s fiscal year, not inconsistent with applicable law.

“Future Bond Ordinances” means the ordinances of the Issuer authorizing the issuance of revenue bonds payable from Pledged Revenues, but not including this ordinance or any other ordinance authorizing the issuance of alternate bonds.

“Gross Revenues” means all receipts of fees, charges and rates and all other income from whatever source derived from the System, including: (i) investment income; (ii) connection, permit and inspection fees and the like; and (iii) penalties and delinquency charges; (iv) capital development, reimbursement, or recovery charges and the like; and (v) annexation or pre-annexation charges insofar as designated by the Corporate Authorities as paid for System connection or service; but excluding expressly (a) nonrecurring income from the sale of real estate; (b) governmental or other grants; (c) advances or grants made to or from the Issuer; (d) capital development, reimbursement, or recovery charges and the like; (e) annexation or pre-annexation charges; and (f) as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“Insurer” shall have the meaning in Section 3(a).

“Issuer” means the City of Mattoon, Coles County, Illinois.

“Net Revenues” means, with respect to the System, Gross Revenues minus Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses of operating, maintaining and routine repair of the System, including wages, salaries, costs of materials and supplies, power, fuel, insurance, purchase of System services (including all payments by the Issuer pursuant to long term contracts for such services) and all reasonable administrative fees and expenses; but excluding debt service, depreciation, or any reserve requirements; and any costs of extending or enlarging the System or engineering expenses in anticipation thereof or in connection therewith; and otherwise as determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“Outstanding Bonds” means the Bonds, other Alternate Bonds and Parity Bonds which are outstanding and unpaid; provided, however, such term shall not include the Bonds, Parity Bonds or other Alternate Bonds: (i) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the Issuer by the deposit in an irrevocable trust or escrow or deposit of funds or direct, full faith and credit obligations of the United States of America, the principal and interest of which will be sufficient to pay at maturity or as called for redemption all the principal of and applicable premium on such Bonds, other Alternate Bonds and Parity Bonds and will not result in the loss of the exclusion from gross income of the interest thereon under Section 103 of the Code.

“Parity Bonds” means bonds or any other obligations to be issued subsequent in time to the Bonds and which will share ratably and equally in one or more of the sources of the Pledged Revenues with the Bonds and other Alternate Bonds and either qualify as Alternate Bonds or if revenue bonds do not adversely affect the Alternate Bond qualification of the Bonds.

“Pledged Revenues” means Net Revenues of the System, constituting

“enterprise revenues” under the Local Government Debt Reform Act and Revenue Sharing Receipts constituting a **“revenue source”** under the Local Government Debt Reform Act.

“Pledged Subaccount” shall have the meaning in Section 12(e).

“Pledged Taxes” means the ad valorem property taxes levied without limit as to rate or amount to pay when due the debt service on the Bonds.

“Policy” shall have the meaning in Section 3(a).

“Prior Bonds” and **“Prior Bond Ordinance”** each shall have the meaning set forth above in the recitals in the preamble to this ordinance.

“Prior Project” means the acquisition, construction and installation of System improvements, facilities and costs refinanced by the Prior Bonds.

“Purchase Agreement” means the Bond purchase contract to be entered into by and between the Issuer and the Purchaser in connection with the Bonds.

“Purchaser” means the initial purchaser and underwriter in connection with the Bonds.

“Qualified Investments” means, subject to any applicable restrictions or limitations, including with respect to an Insurer’s Policy, legal investments of the Issuer under applicable law.

“Refunding” shall have the meaning set forth above in the recitals in the preamble to this ordinance.

“Refunding Agreement” means, if any, as specified in a Bond Order, an escrow, deposit or other refunding agreement by and between the Issuer and an escrow, deposit or other refunding agent (the **“Refunding Agent”**), concerning the funding of an escrow, deposit or refunding account (the **“Refunding Account”**), thereunder for redemption of Prior Bonds.

“Refunding Deposit” means the cash and/or investments to be held in a Refunding Account for the Refunding.

“Rule 15c2-12” shall have the meaning set forth above in the recitals in the preamble to this ordinance.

“Yield” or **“yield”** means yield computed under Section 1.148-4 of the Income Tax Regulations for the Bonds, and yield computed under Section 1.148-5 of the Income Tax Regulations for an investment.

“Yield Reduction Payments” or **“yield reduction payments”** shall have the meaning in Income Tax Regulations Section 1.3148-5(c).

“Yield Restricted” or **“yield restricted”** with reference to an obligation means that the yield thereon is restricted not to exceed the yield on the Bonds.

Section 2. Authority and Purpose. This ordinance is adopted pursuant to the Constitution and applicable laws of the State of Illinois, including the Act, for the purpose of

refinancing the Prior Project by refunding the Prior Bonds, and related costs and expenses.

Section 3. Authorization and Terms of Bonds. To meet all or a part of the estimated costs of refunding the Prior Bonds and related costs, there is hereby to be applied a sum of up to \$2,750,000, to be derived from the proceeds of the Bonds. For the purpose of financing all or a part of such Refunding, Bonds of the Issuer shall be issued and sold in the aggregate principal amount set forth above, shall each be designated “**General Obligation Waterworks Refunding Bond (Alternate Revenue Source), Series 2011**”, and shall be issuable in the denomination of \$5,000 each or any authorized integral multiple thereof. The Bonds shall be and constitute Alternate Bonds and are “**general obligation bonds**”.

(a) General Terms. The Bonds shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of the Bonds. As specified in a Bond Order to authenticate the Bonds the Bonds shall be dated as of or before the date or dates of the issuance and delivery thereof and acceptable to the Purchaser. The Bonds are hereby authorized to bear interest at the rates percent per annum (taking into account reoffering premium, not to exceed a yield of 5.0%) and shall mature annually in the principal amount on December 1 of the years commencing on or after 2012 and ending on or before 2015, as shall be specified in a Bond Order (as defined below).

Each Bond shall bear interest from its date, or from the most recent interest payment date to which interest has been paid, computed on the basis of a 360-day year consisting of twelve 30-day months, and payable in lawful money of the United States of America semiannually on each June 1 and December 1, commencing June 1, 2012, at the rate or rates percent per annum herein provided for, by check or draft mailed by the Paying Agent on applicable funds to the registered owners of record as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, at the address of such registered owners appearing on the registration books maintained for such purpose at the designated corporate trust office of the Bond Registrar. The Issuer shall provide sufficient moneys to the Paying Agent to pay the principal of and interest on the Bonds at least two business days of the Issuer prior to each June 1 and December 1. The Bonds shall bear interest at such rates and mature in the principal amount in each year, but not exceeding \$2,750,000 in the aggregate, and have such other terms and provisions, as set forth in a Bond Order. For purposes of the foregoing and otherwise in this ordinance, the term “**Bond Order**” shall mean a certificate signed by the Mayor, and attested by the City Clerk and under the seal of the Issuer, setting forth and specifying details of the Bonds, including, as the case may be, but not limited to, principal amount (not to exceed \$2,750,000), identification of the Bond Registrar and/or Paying Agent and/or Refunding Agent and/or other fiscal agents, and the issuer (the “**Insurer**”) of a bond insurance policy or other credit facility securing payment of the Bonds (a “**Policy**”), specification of Refunding savings (reasonably expected to be approximately 2% net present value), specification of a Refunding Deposit and/or Refunding Account to be funded for the Refunding, payment dates, call dates, final interest rates, original issue discount (“**OID**”), reoffering premium, optional and mandatory call provisions, priority with respect to other bonds, and the final maturity schedule. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the designated payment office of the financial institution designated in this ordinance to act as the Paying Agent for the Bonds (including its successors, the “**Paying Agent**”). Interest on the Bonds shall be payable on each interest payment date to the registered owners of record appearing on the registration books maintained by the financial institution designated in this ordinance to act as Bond Registrar on behalf of the Issuer for such purpose (including its successors, the “**Bond Registrar**”), at the designated corporate trust office of the Bond Registrar as of the close of business on the fifteenth (15th) day (whether or not a business day) of the

calendar month next preceding the applicable interest payment date. Interest on the Bonds shall be paid by check or draft mailed by the Paying Agent to such registered owners at their addresses appearing on the registration books.

(b) Redemption. The Bonds are subject to redemption, if at all, as follows:

(i) Optional. Unless otherwise specified in a Bond Order, the Bonds shall not be subject to optional redemption prior to maturity. Only as specified in a Bond Order, and not otherwise Bonds are subject to redemption prior to maturity at the option of the Issuer in whole or in part on any date on and after the date specified in a Bond Order at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date, less than all of the Bonds of a single maturity to be selected by lot as the Bond Registrar determines, on the applicable redemption date and at a redemption price equal to the principal amount to be so redeemed, plus accrued interest to the redemption date.

(ii) Mandatory Redemption. Bonds maturing on December 1 of the year or years specified in a Bond Order as Term Bond are Term Bonds (collectively, the “**Term Bonds**”), and are subject to mandatory sinking fund redemption in the principal amount on December 1 of the years as specified, and not otherwise.

At its option before the 45th day (or such lesser time acceptable to the Bond Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Bonds the Issuer by furnishing the Bond Registrar and the Paying Agent as appropriate certificate of direction and authorization executed by the Mayor or City Administrator or City Treasurer may: **(i)** deliver to the Bond Registrar for cancellation Term Bonds in any authorized aggregate principal amount desired; or **(ii)** furnish the Paying Agent funds for the purpose of purchasing any of such Term Bonds as arranged by the Issuer; or **(iii)** received a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Bonds which prior to such date have been redeemed and cancelled. Each such Bond so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Bonds in chronological order, and the principal amount of Bonds to be so redeemed as provided shall be accordingly reduced. In the event Bonds being so redeemed are in a denomination greater than \$5,000, a portion of such Bonds may be so redeemed, but such portion shall be in the principal amount of \$5,000 or any authorized integral multiple thereof.

(iii) Procedure. The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The Issuer at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) shall notify the Bond Registrar of such redemption date and of the principal amount of Bonds to be redeemed. No such notice shall be required under (ii). For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected at least thirty (30) days prior to the redemption date by the Bond Registrar from the outstanding Bonds of the longest maturity or maturities by such method as the Bond Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

The Bond Registrar shall promptly notify the Issuer in writing of the Bonds or portion of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner or owners of the Bonds to be redeemed,

presentment being deemed conclusively a waiver, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner or owners of the Bond or Bonds to be redeemed at the addresses shown on the Bond Register or at such other address as is furnished in writing by such registered owner or owners to the Bond Registrar.

All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts in integral multiples of \$5,000) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and, upon the deposit of funds therefor with the Paying Agent, that interest thereon shall cease to accrue from and after such redemption date, and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent.

Prior to any redemption, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall on the redemption date become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall not have sufficient funds so on deposit for the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with the notice therefor, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner thereof an new Bond or Bonds of the same maturity in the amount of the unpaid principal.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

In addition to the foregoing notice, further notice shall be given by the Bond Registrar on behalf of the Issuer as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus: **(a)** the CUSIP numbers or other identifying number of all Bonds being redeemed; **(b)** the date of issue of the Bonds as originally issued; **(c)** the rate of interest borne by each Bond being redeemed; **(d)** the maturity date of each Bond being redeemed; and **(e)** any other descriptive information needed to identify accurately the Bonds being redeemed.

Each further notice of redemption may be sent at least thirty (30) days before the redemption date to each securities depository then holding any of the Bonds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP or other identifying number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

As part of their respective duties hereunder, the Bond Registrar and Paying Agent shall prepare and forward to the Issuer a statement as to notice given with respect to each redemption together with copies of the notices as mailed.

(c) Transfer. The Bond Registrar shall not be required to exchange or transfer any Bond during the period from the fifteenth (15th) day of the calendar month preceding any interest payment date to such interest payment date, or to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, or during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

(d) Parity Bonds. Parity Bonds may be issued pursuant to the terms as may be determined at the time of authorization thereof.

Section 4. Related Agreements and Official Statement. The Purchase Agreement, Arbitrage Regulation Agreement, a Refunding Agreement, if any, and the Issuer's Official Statement in connection with the Bonds, in substantially the forms customarily used in transactions such as the Refunding and the Bonds shall be and are hereby authorized and approved. The Official Statement presented at this meeting is authorized and approved with any appropriate revisions. All things done with respect to the preparation of an Official Statement and by the Issuer's Mayor, City Administrator, City Clerk, City Treasurer, City Attorney, and other officers, in connection with the issuance and sale of the Bonds, shall be and are hereby in all respects authorized and approved. The Mayor, City Administrator, City Clerk, City Treasurer, City Attorney and other officials of the Issuer are hereby authorized and directed to do and perform, or cause to be done or performed for or on behalf of the Issuer, each and every

thing necessary for the issuance of the Bonds, including the proper execution, delivery and performance of, as applicable, the Purchase Agreement, Disclosure Agreement, Arbitrage Regulation Agreement, and Refunding Agreement, and related instruments and certificates, by the Issuer and the purchase by and delivery of the Bonds to or at the direction of the Purchaser. No elected or appointed officer of the Issuer is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation in the Purchase Agreement.

The Purchaser is hereby authorized to pay for the Bonds in whole or in part, as the case may be, and receive a credit therefore against the purchase price for the Bonds, by funding and paying costs of issuance of the Bonds and funding the applicable Refunding Deposit and/or Refunding Account, from Bond proceeds. The Issuer shall apply funds in the debt service account for the Prior Bonds to the Refunding Account and/or Refunding Account and to debt service on the Bonds as provided in a Bond Order. The Issuer hereby authorizes the use of the Official Statement related to offering the Bonds for sale.

Section 5. Execution and Authentication. Each Bond shall be executed in the name of the Issuer by the manual or authorized facsimile signature of its Mayor and the corporate seal of the Issuer, or a facsimile thereof, shall be thereunto affixed, impressed or otherwise reproduced or placed thereon and attested by the manual or authorized facsimile signature of its City Clerk. Temporary Bonds, preliminary to the availability of Bonds in definitive form, shall be and are hereby authorized and approved.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bond shall cease to hold such office before the issuance of such Bond, such Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bond had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the Issuer by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not hold such office. No recourse shall be had for the payment of any Bonds against the Mayor or any member of the City Council or any officer or employee of the Issuer (past, present or future) who executes the Bonds, or on any other basis.

Each Bond shall bear thereon a certificate of authentication executed manually by the Bond Registrar. No Bond shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Bond Registrar. Such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Transfer, Exchange and Registration. The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein.

(a) **General.** Each Bond shall be transferable only upon the registration books maintained by the Bond Registrar on behalf of the Issuer for that purpose at the principal corporate trust office of the Bond Registrar by the registered owner thereof in person or by such registered owner's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar and duly executed by the

registered owner or such registered owner's duly authorized attorney. Upon the surrender for transfer of any such Bond, the Issuer shall execute and the Bond Registrar shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee of the same aggregate principal amount, maturity and interest rate as the surrendered Bond. Bonds, upon surrender thereof at the principal corporate trust office of the Bond Registrar, with a written instrument satisfactory to the Bond Registrar, duly executed by the registered owner or such registered owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate and of the denomination of \$5,000 each or any authorized integral multiple thereof, less previous retirements.

For every such exchange or registration of transfer of Bonds, the Issuer or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Bonds.

The Issuer, the Paying Agent and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent or the Bond Registrar shall be affected by any notice to the contrary.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Bond shall be made only to or upon the order of the registered owner thereof or such registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Issuer or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds exchanged in the case of the issuance of a Bond or Bonds for the outstanding portion of a Bond surrendered for redemption.

The Mayor or City Administrator or City Treasurer may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Mayor or City Administrator or City Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall hereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the

authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been retired.

(b) Book-Entry-Only Provisions. Unless otherwise provided in a Bond Order, the Bonds shall be issued in the form of a separate single fully registered Bond of each series for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register therefor in a street name (initially “Cede & Co.” for DTC) of the securities depository (the “**Depository**”, initially The Depository Trust Company of New York, New York (“**DTC**”), or any successor thereto), as nominee of the Depository. The outstanding Bonds from time to time may be registered in the Bond Register in a street name, as nominee of the Depository. The Mayor or City Administrator or City Treasurer is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “**Representation Letter**”). Without limiting the generality of the authority given to the Mayor or City Administrator or City Treasurer with respect to entering into such Representation Letter, it may contain provisions relating to **(a)** payment procedures, **(b)** transfers of the Bonds or of beneficial interest therein, **(c)** redemption notices and procedures unique to the Depository, **(d)** additional notices or communications, and **(e)** amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of a nominee of the Depository, the Issuer and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**Depository Participant**”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (sometimes referred to as an “**Indirect Participant**” or “**Beneficial Owner**”). Without limiting the meaning of the foregoing, the Issuer and the Bond Registrar shall have no responsibility or obligation with respect to **(a)** the accuracy of the records of the Depository, the nominee, or any Depository Participant or Indirect Participant or Beneficial Owner with respect to any ownership interest in the Bonds, **(b)** the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or **(c)** the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

As long as the Bonds are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Bond certificate with respect to any Bonds. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds as of the close of business on the fifteenth (15th) day (whether or not a business day) of the month next preceding the applicable interest payment date, the reference herein to nominee in this ordinance shall refer to such new nominee of the Depository.

In the event that **(a)** the Issuer determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, **(b)** the agreement among, as applicable, the Issuer, the Bond Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or **(c)** the Issuer determines that it is in the best interests of the beneficial owners of the Bonds that they be

able to obtain certificated Bonds, the Issuer shall notify the Depository and the Depository Participants (if known to the Issuer) of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of a nominee of the Depository. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this ordinance to the contrary, so long as any Bond is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

(c) **Designation of Successor.** The Mayor or City Administrator or City Treasurer may, as applicable in his or her discretion at any time, designate a bank or other qualified institution, duly authorized to do business as a Bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Mayor or City Administrator or City Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

Section 7. Bond Registrar and Paying Agent. Unless otherwise specified in a Bond Order, the Bond Registrar and Paying Agent with respect to this ordinance and the Bonds shall be First Mid-Illinois Bank & Trust, N.A., Mattoon, Illinois. The Issuer covenants that it shall at all times retain a Bond Registrar and Paying Agent with respect to the Bonds and shall cause to be maintained at the office of such Bond Registrar a place where Bonds may be presented for registration of transfer or exchange, that it will maintain at the designated office of the Paying Agent a place where Bonds may be presented for payment, that it shall require that the Bond Registrar maintain proper registration books and that it shall require the Bond Registrar and Paying Agent to perform the other duties and obligations imposed upon each of them by this ordinance in a manner consistent with the standards, customs and practices concerning municipal securities. The Issuer may enter into appropriate agreements with the Bond Registrar and Paying Agent in connection with the foregoing, including as follows:

(a) to act as Bond Registrar, authenticating agent, Paying Agent and transfer agent as provided herein;

(b) to maintain a list of the registered owners of the Bonds as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

(c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed;

(e) to give notices of redemption of any Bonds subject to redemption; and

(f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

In any event, (a) - (f) above shall apply to the Bond Registrar and Paying Agent.

The Bond Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this ordinance. The Bond Registrar by executing the certificate of authentication on any Bond shall be deemed to have certified to the Issuer that it has all requisite power to accept, and has accepted, such duties and obligations not only with respect to the Bond so authenticated but with respect to all of the Bonds. The Bond Registrar and Paying Agent are the agents of the Issuer for such purposes and shall not be liable in connection with the performance of their respective duties except for their own negligence or default. The Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on the Bonds.

The Issuer may remove the Bond Registrar or Paying Agent at any time. In case at any time the Bond Registrar or Paying Agent shall resign (such resignation to not be effective until a successor has accepted such role) or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Bond Registrar or Paying Agent, or of its property, shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or Paying Agent or of their respective properties or affairs, the Issuer covenants and agrees that it will thereupon appoint a successor Bond Registrar or Paying Agent, as the case may be. The Issuer shall mail or cause to be mailed notice of any such appointment made by it to each registered owner of Bonds within twenty (20) days after such appointment. Any Bond Registrar or Paying Agent appointed under the provisions of this Section 7 shall be a bank, trust company or other qualified professional with respect to such matters, authorized to exercise such functions in the State of Illinois.

Section 8. Alternate Bonds; General Obligations. The Bonds are and constitute Alternate Bonds under the Local Government Debt Reform Act, anticipated to be payable from Pledged Revenues. Under and pursuant to Section 15 of the Local Government Debt Reform Act, the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of, premium, if any, and interest on the Bonds; the Bonds shall be direct and general obligations of the Issuer; and the Issuer shall be obligated to levy ad valorem taxes upon all the taxable property within the Issuer's corporate limits, for the payment of the principal thereof and the interest thereon, without limitation as to rate or amount (such ad valorem taxes being the "**Pledged Taxes**").

If at any time Net Revenues are insufficient to pay debt service on the Bonds or the deposit to the Debt Service Subaccount under Section 12(d), the Issuer will levy and deposit to the Debt Service Subaccount sufficient Pledged Taxes to cover such insufficiency, including in the event Pledged Taxes are prematurely abated.

Pledged Revenues are hereby determined by the Corporate Authorities to be sufficient to provide for or pay in each year to final maturity of the Bonds all of the following: (1) costs of operation and maintenance of the utility or enterprise (i.e., the System), but not including depreciation, (2) debt service on all outstanding revenue bonds payable from enterprise revenues, (3) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds, (4) other contractual or tort liability obligations, if any, payable from such enterprise revenues, and (5) in each year, an amount not less than 1.25 times debt service of all (i) alternate bonds payable from such enterprise revenues previously issued and outstanding and (ii) alternate bonds proposed to be issued. To the extent payable from one or more revenue sources, the Pledged Revenues shall be and, with appropriate System rates already adopted and in effect prior, are hereby determined by the Corporate Authorities to provide in each year, an amount not less than 1.25 times debt service (as defined in Section 2 of the Local Government

Debt Reform Act) of alternate bonds payable from such revenue sources previously issued and outstanding and alternate bonds proposed to be issued. Such conditions enumerated need not be met for that amount of debt service (as defined in Section 2 of the Local Government Debt Reform Act) provided for by the setting aside of proceeds of bonds or other moneys at the time of the delivery of such bonds or is required for the Refunding. The Pledged Revenues (including as defined in Section 2 of the Local Government Debt Reform Act) are hereby determined by the Corporate Authorities to provide in each year Operation and Maintenance Expenses, depreciation and reserve requirements and an amount not less than 1.25 times debt service (as defined in Section 2 of the Local Government Debt Reform Act) of all of the Bonds, there being no obligations outstanding payable from such Pledged Revenues other than the Prior Bonds.

The determination of the sufficiency of the Pledged Revenues (including as defined in Section 2 of the Local Government Debt Reform Act) is presently supported by reference to the most recent audit of the Issuer, which is for a Fiscal Year ending not earlier than 18 months previous to the time of issuance of the alternate Bonds. If for any reason prior issuance of and delivery of the Bonds, such audit does not adequately show the sufficiency of such Pledged Revenues, to the extent required by applicable law, and not otherwise, the determination of sufficiency shall be required to be supported by the report of an independent accountant or feasibility analyst having a national reputation for expertise in such matters demonstrating the sufficiency of such revenues and explaining, if appropriate, by what Pledged Revenues will be greater than as shown in the audit. Whenever the sufficiency of Pledged Revenues is demonstrated by reference to higher rates or charges and fees for enterprise revenues (with respect to the use of the services of the System constituting the Pledged Revenues, including as defined in Section 2 of the Local Government Debt Reform Act), such higher rates or charges and fees with respect to the use of the services of the System shall have been properly imposed by an ordinance adopted prior to the time of delivery of the Bonds. Under present law, the Issuer is not required to comply with this paragraph related to the Bonds since they are refunding bonds with no new money.

Section 9. Form of Bonds. The Bonds shall be issued in fully registered form conforming to the industry customs and practices of printing, including part on the front and part on the reverse of the certificates, as appropriate, the blanks to be appropriately completed when the Bonds are printed. The Bonds shall be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and shall be in substantially the form, as follows:

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF COLES
CITY OF MATTOON
GENERAL OBLIGATION WATERWORKS REFUNDING BOND
(ALTERNATE REVENUE SOURCE)
SERIES 2011**

REGISTERED NO. _____

REGISTERED
\$ _____

INTEREST RATE: MATURITY DATE:

DATED DATE:

CUSIP:

Registered Owner:

Principal Amount:

KNOW ALL BY THESE PRESENTS that the City of Mattoon, (the **“Issuer”**) situated in The County of Coles, in the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, subject to the provisions of the Issuer’s proceedings authorizing this Bond and each Bond of the series of which it is one, the Principal Amount set forth above on the Maturity Date specified above, and to pay interest on such Principal Amount from the later of the Dated Date hereof or the most recent interest payment date to which interest has been paid, at the Interest Rate per annum set forth above, computed on the basis of a 360-day year consisting of twelve 30-day months and payable in lawful money of the United States of America semiannually on the first day of June and December in each year, commencing June 1, 2012, until the Principal Amount hereof shall have been paid, by check or draft mailed to the Registered Owner of record hereof as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, at the address of such Registered Owner appearing on the registration books maintained for such purpose at the designated corporate trust office of First Mid-Illinois Bank & Trust, N.A., in Mattoon, Illinois, as Bond Registrar (including its successors, the **“Bond Registrar”**). This Bond, as to principal and premium, if any, when due, will be payable in lawful money of the United States of America upon presentation and surrender of this Bond at the designated payment office of First Mid-Illinois Bank & Trust, N.A., in Mattoon, Illinois, as Paying Agent (including its successors, the **“Paying Agent”**). Although it is expected, and has been certified, that the Bonds are to be paid from the receipts derived by the Issuer from Net Revenues, constituting Pledged Revenues (as each such term is defined in the hereinafter defined Bond Ordinance authorizing this Bond), as derived from the Issuer’s separate waterworks system (the **“System”**) and from Revenue Sharing Receipts (as defined in the hereafter defined Bond Ordinance), which Pledged Revenues are pledged to the payment thereof, the full faith and credit of the Issuer, including the power to levy taxes without limit as to rate or amount, are irrevocably pledged for the punctual payment of the principal of and interest on this Bond and each Bond of the series of which it is a part, according to the terms thereof. The Bonds are and constitute Alternate Bonds and are **“general obligation bonds.”**

This Bond is one of a series of Bonds issued in the aggregate principal amount of \$ _____, which are all of like tenor, except as to maturity, interest rate and right of redemption, and which are authorized and issued under and pursuant to the Constitution and laws of the State of Illinois, including the Illinois Municipal Code and Section 15 of the Local Government Debt Reform Act (Section 350/15 of Chapter 30 of the Illinois Compiled Statutes, in connection with **“alternate bonds”**, as supplemented and amended, including by the Registered Bond Act, the Illinois Bond Replacement Act, the Bond Authorization Act and the applicable laws authorizing the Pledged Revenues), and pursuant to and in accordance with Ordinance No. _____ adopted by the Issuer’s City Council on _____, 2011, and entitled: **“An Ordinance Authorizing the Issuance of General Obligation Waterworks Refunding Bonds (Alternate Revenue Source), Series 2011, of the City of Mattoon, Coles County, Illinois, Providing the Details of Such Bonds and For Alternate Revenue Source and the Levy of Direct Annual Taxes Sufficient to Pay the Principal of and Interest on such Bonds, and Related Matters”** (as supplemented and amended and with respect to which undefined terms herein shall have the meanings therein, the **“Bond Ordinance”**). The Bonds are issued to refund [certain of] the Issuer’s outstanding General Obligation Waterworks Refunding Bonds (Alternate Revenue

Source), Series 2003, and related costs and expenses, as provided in the Bond Ordinance.

[Insert Term Bond provisions, as applicable.]

The Bonds are not subject to redemption prior to maturity at the options of the Issuer.

This Bond is transferable only upon the registration books therefor by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or by such Registered Owner's duly authorized attorney, and thereupon a new registered Bond or Bonds, in the denomination of \$5,000 or any authorized integral multiple thereof and of the same aggregate principal amount as this Bond shall be issued to the transferee in exchange therefor. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any authorized denomination.

The Bond Registrar shall not be required to exchange or transfer any Bond during the period from the fifteenth (15th) day of the calendar month preceding any interest payment date to such interest payment date[, or to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, or during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds]. The Issuer or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this Bond. No other charge shall be made for the privilege of making such transfer or exchange. The Issuer, the Paying Agent and the Bond Registrar may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest due hereon and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent or the Bond Registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of any Bonds against the Mayor, any member of the City Council or any other officer or employee of the Issuer (past, present or future) who executes any Bonds, or on any other basis. The Issuer may remove the Bond Registrar or Paying Agent at any time and for any reason and appoint a successor.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

The Issuer has designated the Bonds as **“qualified tax-exempt obligations”** under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Bond in order to make it a legal, valid and binding general obligation of the Issuer have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of Bonds of which this Bond is one, together with all other indebtedness of the Issuer is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, the City of Mattoon, Coles County, Illinois, has

caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its City Clerk, all as of the Dated Date set forth above.

(SEAL)

CITY OF MATTOON,
Coles County, Illinois

Attest:

City Clerk

Mayor

CERTIFICATE OF AUTHENTICATION

Dated: _____

This is one of the General Obligation Waterworks Refunding Bonds (Alternate Revenue Source), Series 2011, described in the within mentioned Bond Ordinance.

FIRST MID-ILLINOIS BANK & TRUST, N.A.
Mattoon, Illinois, as Bond Registrar

By: _____
Authorized Signer

**Bond Registrar
and Paying Agent:**

First Mid-Illinois Bank & Trust, N.A.
Mattoon, Illinois

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto

[Name, Address and Tax Identification Number of Assignee]
the within Bond and hereby irrevocably constitutes and appoints _____
attorney to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated _____

Signature

Signature Guarantee:

(Name of Eligible Guarantor Institution as defined

by SEC Rule 17 Ad-15 (17 CFR 240.1 Ad-15))

Notice: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Levy and Extension of Taxes. For the purpose of providing the money required to pay the interest on the Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there shall be levied upon all the taxable property within the Issuer's corporate limits in each year while any of the Bonds shall be outstanding, a direct annual tax in each of the years commencing not earlier than the 2011 levy year and ending not later than the 2014 levy year, sufficient for that purpose, in addition to all other taxes, and in the amounts for each levy year, as shall be specified in a Bond Order (i.e. the Pledged Taxes).

To the extent lawful, interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when such taxes shall have been collected, reimbursement shall be made to such fund or funds from which such advance was made in the amounts thus advanced.

As soon as this ordinance becomes effective, a copy hereof certified by the City Clerk, which certificate shall recite that this ordinance has been duly adopted, shall be filed with the County Clerk of Coles County, Illinois, who is hereby directed to ascertain the rate percent required to produce the aggregate tax hereinabove provided to be levied in the years as herein provided, and to extend the same for collection on the tax books in connection with other taxes levied in each of such years, in and by the Issuer for general corporate purposes of the Issuer, and in each of such years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for each of such years are levied and collected and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the Bonds herein authorized as the same become due and payable.

The Issuer covenants and agrees with the owners of the Bonds that so long as any of the Bonds remain outstanding, unless and to the extent that there then shall be moneys irrevocably on deposit therefor in the Debt Service Subaccount of the Surplus Account, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy and collect the foregoing Pledged Taxes, and the Issuer and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Debt Service Subaccount established in Section 12(d) below to pay the principal of and interest on the Bonds. Whenever moneys are irrevocably on deposit in such Debt Service Subaccount to pay the principal of and/or interest on the Bonds, the Corporate Authorities or other authorized officer shall by appropriate supplemental proceedings direct the abatement of the Pledged Taxes for the year with respect to which such taxes have been levied to the extent of such deposit, and appropriate certification of such abatement shall be timely filed with the County Clerk in connection with such abatement. If for any reason there is abatement of such levy of taxes and the failure thereafter to pay debt service in respect of such abatement, the additional amount, together with additional interest accruing, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 11. System Fund and Accounts. Upon the issuance of any of the Bonds, the System shall continue to be operated on a Fiscal Year basis. All of the revenues from

any source whatsoever derived from the operation of the System, together with any other available funds therefor, shall be set aside as collected and be deposited in a separate fund and in an account in a bank to be designated or continued, as the case may be, by the Corporate Authorities, which fund is hereby created, designated or continued, as the case may be, as the Issuer's "**Waterworks Fund**" (the "**Fund**" or the "**System Fund**"), which shall constitute a trust fund for the sole purpose of carrying out the covenants, terms, and conditions of this ordinance, and shall be used only in paying operation and maintenance expenses of the System, providing adequate depreciation and reserve funds as herein provided, paying the principal of and interest on all revenue bonds and obligations of the Issuer which by their terms are payable solely from the revenues derived from the System, and providing for the establishment of an expenditure from the respective accounts as hereinafter described.

Section 12. Flow of Funds. There shall be deposited in and credited to the System Fund all revenues and income of the System as received, and all disbursements for the Operation and Maintenance Expenses of the System and all allocations and deposits to the following Accounts shall be made from the System Fund. There shall be and there are hereby ordered, created and established, or at the Issuer's option continued under the Prior Bond Ordinance, as the case may be, separate accounts and subaccounts to be known as the Waterworks System "**Operation and Maintenance Account**", "**Accounts Created Pursuant to Future Bond Ordinances**", "**Depreciation Account**", and "**Surplus Account**" (including therein a "**Debt Service Subaccount**", from which debt service on the Bonds is to be paid and into which, as applicable, Revenue Sharing Receipts and/or Pledged Taxes shall be directly deposited), to which there shall be credited on or before the first day of each month by the Issuer's Treasurer or other appropriate financial officer of the Issuer, without any further official action or direction, in the order in which such accounts are hereinafter mentioned, all moneys held in the System Fund, in accordance with the following provisions (provided that Revenue Sharing Receipts shall be deposited directly to the Debt Service Subaccount, as necessary):

(a) **Operation and Maintenance Account:** There shall be deposited and credited to the Operation and Maintenance Account an amount sufficient, when added to the amount then on deposit in such Account, to establish a balance equal to an amount not less than the amount necessary to pay Operation and Maintenance Expenses for the then current month.

(b) **Accounts Created Pursuant to Future Bond Ordinances.** Future Bond Ordinances may create additional accounts in the System Fund for the payment and security of waterworks revenue bonds that hereafter may be issued by the Issuer. Amounts in the System Fund shall be credited to and transferred from such accounts in accordance with the terms of the Future Bond Ordinances.

(c) **Depreciation Account:** Amounts shall be deposited into the Depreciation Account from time to time as the Corporate Authorities determine necessary to provide an adequate depreciation fund for the System. In Future Bond Ordinances, the Issuer may covenant to make specific monthly deposits to such Depreciation Account and to accumulate funds therein.

Amounts to the credit of the Depreciation Account shall be used for (i) the payment of the cost of extraordinary maintenance, necessary repairs and replacements, or contingencies, the payment for which no other funds are available, in order that the System may at all times be able to render efficient service and (ii) the payment of principal of or interest and applicable premium on any Outstanding Bonds at any time when there are no other funds available for that purpose in order to prevent a default and

shall be transferred to the appropriate account for such purpose.

Future Bond Ordinances may provide for additional uses and transfers of the funds on deposit in the Depreciation Account.

(d) **Surplus:** All moneys remaining in the System Fund, after crediting the required amounts to the respective accounts hereinabove provided for, and after making up any deficiency in the above Accounts described in subsections (a) through (c), inclusive, shall be credited to the Surplus Account and then: (i) shall **first** be used to make up any subsequent deficiencies in any of the Accounts hereinabove named; (ii) shall **second**, after depositing all accrued interest received on the sale of the Bonds and funds in the Prior Bonds debt service account, or other funds, to pay debt service through June 1, 2012, on or before the second business day of the Issuer preceding the first day of each month the Issuer's Treasurer shall first credit to and shall immediately deposit into a **"Debt Service Subaccount,"** within which there shall be a further **"Pledged Taxes Subaccount"** into which any Pledged Taxes shall be directly deposited, as the case may be, from Net Revenues and/or Revenue Sharing Receipts, a pro rata amount (not less than 1/6) in Pledged Revenues of the installment of interest coming due on the next succeeding interest payment date and such that the tax levy in Section 10 can be timely abated (the aggregate being the **"Interest Requirement"** for the applicable period) on the then Outstanding Bonds plus a pro rata amount (not less than 1/12) of the installment of principal coming due on the then Outstanding Bonds on the next succeeding principal payment or mandatory redemption date on the then Outstanding Bonds and such that the tax levy in Section 10 can be timely abated (the aggregate being the **"Principal Requirement"** for the applicable period), and Pledged Revenues shall be so credited in full to the Debt Service Subaccount until the Principal Requirement and the Interest Requirement shall have been met, after which no such deposits shall be required, and such moneys may be applied to any other lawful System or corporate purposes; and except as hereinafter provided, moneys to the credit of the Debt Service Subaccount shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds as the same become due or upon maturity or mandatory redemption; and (iii) **third**, at the discretion of the Corporate Authorities, shall be used, if at all, for one or more of the following purposes (and not for any general corporate purposes) without any priority among them: (1) For the purpose of constructing or acquiring repairs, replacements, renewals, improvements or extensions to the System; or (2) For the purpose of calling and redeeming Outstanding Bonds which are callable at the time; or (3) For the purpose of purchasing any Outstanding Bonds; or (4) For the purpose of paying principal of and interest on any subordinate bonds or obligations issued for the purpose of acquiring or constructing repairs, replacements, renewals, improvements and extensions to the System; or (5) For any purpose enumerated in any Future Bond Ordinance; or (6) For any other lawful purpose.

(e) **Pledged Subaccount:** Within the Debt Service Subaccount there shall be a **"Pledged Subaccount"**. Moneys deposited into the Debt Service Subaccount in excess of the amount that qualifies for a BDSF shall be deposited or credited to the Pledged Subaccount for later transfer to the Debt Service Subaccount when the transferred amount will not disqualify the Debt Service Subaccount as a BDSF. Unless the Issuer requests and receives a written Bond Counsel opinion otherwise, moneys in the Pledged Subaccount are hereby pledged to the payment of the Bonds and are subject to Yield Restriction and determination as to Yield Reduction Payments.

(f) **Investments:** Money to the credit of the System Fund prior to the monthly

accounting and to the credit of the Operation and Maintenance Account may be invested in Qualified Investments pursuant to any authorization granted to municipal corporations by Illinois statute or court decision. Money to the credit of the Debt Service Subaccount may duly be invested from time to time by the Treasurer of the Issuer in Qualified Investments, as follows: (i) interest bearing bonds, notes or other direct full faith and credit obligations of the United States of America, (ii) obligations unconditionally guaranteed as to both principal and interest by the United States of America, or (iii) certificates of deposit or time deposits of any bank, as defined by the Illinois Banking Act, or savings and loan association provided such bank or savings and loan association is insured by the Federal Deposit Insurance Corporation (FDIC) or a successor corporation to FDIC, and provided further that the principal of such deposits is secured by a pledge of obligations as described in clauses (f) (i) and (f) (ii) above in the full principal amount of such deposits, and otherwise collateralized in such amount and in such manner as may be required by law. Such investments shall be sold from time to time by such Treasurer as funds may be needed for the purpose for which such accounts have been created.

All interest on any funds so invested shall be credited to the applicable fund, account or subaccount of the System Fund for which the investment was made and is hereby deemed and allocated as expended with the next expenditure or expenditures of money from such applicable fund, account or subaccount of the System Fund; provided, however, the Issuer shall credit such interest in such manner as to not cause the Bonds to be “**arbitrage bonds**” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and applicable Income Tax Regulations.

Moneys in any of such accounts shall be invested by the City Treasurer, if necessary, in investments restricted as to yield, which investments may be in U.S. Treasury Securities - State and Local Government Series, if available, and to such end the City Treasurer shall refer to any investment restrictions covenanted by the Issuer or any officer thereof as part of the transcript of proceedings for the issuance of the Bonds, and to appropriate opinions of counsel.

Section 13. Bond Proceeds Account. Unless applied directly by the Purchaser (i) to fund a Refunding Deposit and/or Refunding Account to refund the Prior Bonds or (ii) to directly pay costs of issuance of the Bonds, as is hereby authorized, all of the proceeds derived from the sale of the Bonds (exclusive of accrued interest) shall be applied to so retire the Prior Bonds or deposited in the “**Bond Proceeds Account**”, which is hereby established as a special account of the Issuer. Moneys in the Bond Proceeds Account shall be used for the purposes specified in Section 1 of this ordinance (that is, the costs of financing the refunding of the Prior Bonds or other authorized costs) and for the payment of costs of issuance of the Bonds, but may hereafter be reappropriated and used for other lawful purposes in accordance with the Waterworks Revenue Source Act. Before any such reappropriation shall be made, there shall be filed with the City Clerk an opinion of Evans, Froehlich, Beth & Chamley, Champaign, Illinois, or other nationally recognized Bond counsel (“**Bond Counsel**”) to the effect that such reappropriation is authorized and will not adversely affect the tax-exempt status of the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended. Unless directly applied, including as set forth above concerning funding of costs of issuance of the Bonds and the Refunding, moneys in the Bond Proceeds Account shall be withdrawn from time to time as needed for the payment of costs and expenses incurred or advanced by the Issuer in connection with refunding the Prior Bonds or, as approved by a written opinion of Bond Counsel, other authorized System facilities and for paying the fees and expenses incidental thereto. Moneys shall be withdrawn from the depository in connection with such funds from time to time by the

City Treasurer or other appropriate financial officer of the Issuer only upon submission to such officer of the following (which shall not be required or apply to refunding the Prior Bonds):

A duplicate copy of the order signed by the Mayor or City Administrator or City Treasurer, or such other officer(s) as may from time to time be by law authorized to sign and countersign orders of the Issuer, stating specifically the purpose for which the order is issued and indicating that the payment for which the order is issued has been approved by the Corporate Authorities.

Within sixty (60) days after completion of the refunding of the Prior Bonds or other authorized System facilities the Mayor or City Administrator shall certify to the Corporate Authorities the fact that any work has been completed, and after all costs have been paid, the City Administrator or Mayor shall execute a completion certificate and file it to certify that such Refunding or other authorized System facilities have been completed and that all costs have been paid; and, if at that time any funds remain in the Bond Proceeds Account, the same shall be transmitted by the depository to the City Treasurer or other appropriate financial officer of the Issuer, and such officer shall credit such funds to the Debt Service Subaccount, as the Corporate Authorities direct.

Section 14. Arbitrage Rebate. The Issuer shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, relating to the rebate of certain investment earnings at periodic intervals to the United States of America to the extent that such compliance is necessary to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended. There is hereby authorized to be created, as necessary, a separate and special account known as the “**Rebate Account**”, into which there shall be deposited as necessary investment earnings to the extent required so as to maintain the tax-exempt status of the interest on the Bonds under Section 148(f) of the Internal Revenue Code of 1986, as amended, including with respect to Yield Reduction Payments. All rebates, special impositions or taxes or Yield Reduction Payments for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from applicable excess earnings or other sources which are to be deposited into the Rebate Account.

Section 15. Investment Regulations. All investments shall be in Qualified Investments, unless otherwise expressly herein provided. No investment shall be made of any moneys in the several accounts and subaccounts of the System Fund except in accordance with the tax covenants and other covenants set forth in Section 16 of this ordinance. All income derived from such investments in respect of moneys or securities in any fund, account or subaccount shall be credited in each case to the fund, account or subaccount in which such moneys or securities are held.

Any moneys in any fund, account or subaccount that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt. The Issuer’s Treasurer and agents designated by such officer are hereby authorized to submit on behalf of the Issuer subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 16. Non-Arbitrage and Tax-Exemption. One purpose of this Section is to set forth various facts regarding the Bonds and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Bonds and the use of Bond proceeds. The certifications and representations made herein and at the time of the issuance of the Bonds

are intended, and may be relied upon, as certifications and expectations described in Section 1.148-0 *et seq.* of the Income Tax Regulations dealing with arbitrage and rebate (the “**Regulations**”). The covenants and agreements contained herein and at the time of the issuance of the Bonds are made for the benefit of the registered owners from time to time of the Bonds. The Corporate Authorities and the Issuer agree, certify, covenant and represent as follows:

(a) The Bonds are being issued to pay the costs of refunding the Prior Bonds, and related costs and expenses, and all of the amounts received upon the sale of the Bonds, plus all investment earnings thereon (the “**Proceeds**”) are needed for the purpose for which the Bonds are being issued. The Refunding Deposit and/or Refunding Account will be immediately funded upon issuance of the Bonds. The Prior Bonds will be retired as a current refunding within 90 days of issuance of the Bonds.

(b) The Issuer proceeded with and concluded the Prior Project, which was on or before the expiration of applicable temporary period therefore.

(c) The Issuer has on hand no funds which could legally and practically be used for refunding the Prior Bonds which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used for the Refunding, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer. No portion of the Bonds is being issued solely for the purpose of investing the Proceeds at a Yield higher than the Yield on the Bonds. For purposes of this Section, “**Yield**” means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to the purchase price of the Bonds, including accrued interest, and the purchase price of the Bonds is equal to the first offering price at which more than 10% of the principal amount of each maturity of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of Purchasers or wholesalers).

(d) Net principal proceeds of the Bonds will be applied directly (i) to refunding the Prior Bonds, (ii) to costs of issuance of the Bonds or (iii) deposited in the Bond Proceeds Account and used to pay authorized costs and costs of issuance of the Bonds, and any accrued interest and premium received on the delivery of the Bonds will be deposited in the Debt Service Subaccount and used to pay the first interest due on the Bonds. Earnings on the investment of moneys in any fund, account or subaccount will be credited to that fund, account or subaccount. Costs of issuance costs of the Bonds may be paid directly upon issuance of the Bonds or, together with Refunding costs, from the Bond Proceeds Account, and no other moneys are expected to be deposited in the Bond Proceeds Account. Moneys in the Depreciation Account may be applied to pay debt service on the Bonds in the event there shall be an insufficiency in the Debt Service Subaccount. However, due to the expected application of such moneys to pay costs of replacement, repair and extraordinary maintenance of System facilities, it is unlikely such moneys will be available for such purpose. Interest on and principal of the Bonds will be paid from the Debt Service Subaccount. Except for the Refunding, no Proceeds will be used more than 30 days after the date of issue of the Bonds for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Issuer or for the purpose of replacing any funds of the Issuer used for such purpose.

(e) The Debt Service Subaccount (excluding the Pledged Subaccount) is established to achieve a proper matching of revenues and earnings with debt service in each bond year. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that any moneys deposited in the Debt Service Subaccount (excluding the Pledged Subaccount) will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Debt Service Subaccount (excluding the Pledged Subaccount) will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that the Debt Service Subaccount (excluding the Pledged Subaccount) will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year's earnings on the investment of moneys in the Debt Service Subaccount (excluding the Pledged Subaccount), or (ii) in the aggregate one-twelfth (1/12th) of the annual debt service on the Bonds.

(f) Other than the Debt Service Subaccount, no funds or accounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purposes. No property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.

(g) (i) All amounts on deposit in the Bond Proceeds Account or the Debt Service Subaccount or the Depreciation Account and all Proceeds, no matter in what funds or accounts deposited ("**Gross Proceeds**"), to the extent not exempted in (ii) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Bonds which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (f) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Bonds plus, for amounts in the Bond Proceeds Account, but only as expected to be applied to authorized System facilities after any applicable 3-year temporary period, 1/8 of 1%.

(ii) The following may be invested without Yield restriction:

(A) amounts invested in obligations described in Section 103(a) of the Internal Revenue Code of 1986, as amended (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes ("**Tax-Exempt Obligations**");

(B) amounts deposited in the Debt Service Subaccount that are reasonably expected to be expended within 13 months from the deposit date and have not been on deposit therein for more than 13 months;

(C) amounts, if any, in the Bond Proceeds Account to be applied to System improvements prior to the earlier of completion (or abandonment) of such improvements or three years from the date of issue of the Bonds;

(D) an amount not to exceed 5% of Bond proceeds;

(E) all amounts for the first 30 days after they become Gross Proceeds (*e.g.*, date of deposit in any fund, account or subaccount securing the Bonds); and

(F) all amounts derived from the investment of Proceeds for a period of one year from the date received.

(h) Subject to (q) below, once moneys are subject to the Yield limits of (g)(i) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(i) As set forth in Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended, the Issuer is excepted from the required rebate of arbitrage profits on the Bonds because the Issuer is a governmental unit with general taxing powers, none of the Bonds is a “**private activity bond**” as defined in Section 139(a) of the Internal Revenue Code of 1986, as amended, all the net proceeds of the Bonds are to be used for the local government activities of the Issuer, and the aggregate face amount of all tax-exempt obligations (including “**qualified 501(c)(3) bonds**” and excluding other than “**private activity bonds**” as defined in Internal Revenue Code of 1986, as amended) issued by the Issuer and all subordinate entities thereof during the calendar year in which the Bonds are to be issued, including the Bonds, is not reasonably expected to exceed \$5,000,000 under such Section 148(f)(4)(D). At least as to Yield Reduction Payments, the Issuer will execute an Arbitrage Regulation Agreement.

(j) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(k) The payment of the principal of or the interest on the Bonds will not be, directly or indirectly (A) secured by any interest in (i) property used or to be used for a private business use by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit.

(l) None of the Proceeds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(m) No user of the Prior Project other than a state or local government unit will use such Prior Project on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user of such Project as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(n) Beginning on the 15th day prior to the Bond sale date, the Issuer has not sold or delivered, and will not sell or deliver, (nor will it deliver within 15 days after the date of issuance of the Bonds) any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Bonds or will be paid directly or indirectly from Proceeds.

(o) No portion of any Prior Project is expected to be sold or otherwise disposed of prior to the last maturity of the Bonds.

(p) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under the Regulations.

(q) The Yield restrictions contained in (g) above or any other restriction or covenant contained herein need not be observed and may be changed if the Issuer receives an opinion of Bond Counsel to the effect that such non-observance or change will not adversely affect the tax-exempt status of interest on the Bonds to which the Bonds otherwise are entitled.

(r) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(s) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Bonds to be private activity bonds, arbitrage bonds or hedge bonds within the meaning of Sections 139, 148 or 149(g) of the Internal Revenue Code of 1986, as amended, and of applicable regulations. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

The Issuer also agrees and covenants with the registered owners of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with all present federal tax law and related regulations and with whatever federal tax law is adopted and regulations promulgated in the future which apply to the Bonds and affect the tax-exempt status of the Bonds.

Section 17. Further Assurances and Actions. The Corporate Authorities hereby authorize the officials of the Issuer responsible for issuing the Bonds, the same being the Mayor, City Administrator, City Clerk and City Treasurer of the Issuer, to make such further filings, covenants, certifications and supplemental agreements as may be necessary to assure that the use of the Prior Project and the Bonds and related proceeds will not cause the Bonds to be private activity bonds, arbitrage bonds or hedge bonds and to assure that the interest on the Bonds will be excluded from gross income for federal income tax purposes. In connection therewith, the Issuer and the Corporate Authorities further agree: **(i)** through the officers of the Issuer, to make such further specific covenants, representations as shall be true, correct and complete, and assurances as may be necessary or advisable; **(ii)** to consult with Bond Counsel approving the Bonds and to comply with such advice as may be given; **(iii)** to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; **(iv)** to file such forms, statements, and supporting documents as may be required and in a timely manner; and **(v)** if deemed necessary or advisable, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance, and **(vi)** to abate in whole or in part taxes levied hereunder or under the Prior Bond Ordinance. The call for redemption of the Prior Bonds is authorized and a related abatement of Pledged Taxes for the Prior Bonds.

An Insurer's commitment with respect to a Policy and the terms and provisions of the Policy are hereby incorporated into this ordinance by this reference, as if set out in full at this

place, including without limitation that any investment restrictions and limitations in the commitment and related to the Policy shall be deemed to be applicable restrictions and limitations on the investments authorized by this ordinance. A copy of the Insurer's commitment and standard package shall be appended to this ordinance, but any failure to so append shall not abrogate, diminish or impair the effect thereof. In the event there is no Policy, the reference herein to an Insurer or a Policy shall be given no effect.

Section 18. General Covenants. The Issuer covenants and agrees with the registered owners of the Outstanding Bonds, so long as there are any Outstanding Bonds (as defined herein), as follows:

(a) The Issuer will take all action necessary to impose, levy, collect, receive and apply the Pledged Revenues and Pledged Taxes, in each case in the manner contemplated by this ordinance and that such Pledged Revenues are to be deposited into the Debt Service Subaccount and shall not be less than as shall be required under Section 15 of the Local Government Debt Reform Act to maintain the Bonds as Alternate Bonds.

(b) The Issuer covenants that it will, while any of the Bonds shall remain outstanding, apply System revenues and charge rates and fees for usage of the System, and Revenue Sharing Receipts as to (5) below, sufficient to provide for or pay each of the following in any given year: (1) cost of operation and maintenance of the System (but not including depreciation); (2) debt service on all outstanding revenue bonds payable from the Net Revenues of the System; (3) all amounts required to meet any fund or account requirements with respect to the Bonds or any other bonds payable from Net Revenues of the System; (4) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and (5) in each year, an amount not less than 1.25 times the debt service for all (i) alternate bonds payable from Net Revenues, including any previously issued and outstanding; and (ii) alternate bonds proposed to be issued and payable from one or more of the sources of Pledged Revenues, including the Bonds.

(c) Whenever the 125% coverage in subsection (b) above is not effected or the Bonds at any time fail to qualify as Alternate Bonds not subject to any applicable debt limit under Section 15 of the Local Government Debt Reform Act or taxes are levied and extended and collected as in Section 10 hereof, the Issuer covenants to promptly have prepared a financial analysis of the System and the Pledged Revenues by an independent consulting accountant or other qualified professional employed for that purpose, and further, to send a copy of such analysis, when completed, to the Purchaser of the Bonds along with a letter indicating what action the Issuer has taken responsive to such study and to comply with Section 15 of the Local Government Debt Reform Act.

(d) The Issuer will make and keep proper books and accounts (separate and apart from all other records and accounts of the Issuer), in which complete entries shall be made of all transactions relating to the Pledged Revenues and the operation of the System, and hereby covenants that within ninety (90) days following the close of each Fiscal Year, it will cause the books and accounts related to the Pledged Revenues and the System to be audited by independent certified public accountants. Such audit will be available for inspection by the registered owners of any of the Bonds. Upon availability, the Issuer will send the Purchaser a copy of such audit and of its general audit in each year. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein, shall, without limiting the generality of the foregoing, include the following:

(i) A balance sheet as of the end of such Fiscal Year, including a statement of the amount held in each of the accounts under this ordinance.

(ii) A list of all insurance policies in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy.

(iii) The amount and details of all Outstanding Bonds.

(iv) The accountant's comments regarding the manner in which the Issuer has carried out the accounting requirements of this ordinance (including as to the Alternate Bond Status of the Bonds) and has complied with Section 15 of the Local Government Debt Reform Act, and the accountant's recommendations for any changes. It is further covenanted and agreed that a copy of each such audit shall be furnished upon completion to the Purchaser, and a summary thereof shall be furnished to the registered owner of any Bond upon request.

(e) The Issuer will keep its books and accounts in accordance with generally accepted fund reporting practices for local government entities and enterprise funds; provided, however, that the monthly credits to the Debt Service Subaccount shall be in cash, and such funds shall be held separate and apart in cash and investments. For the purpose of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this ordinance, investments shall be valued at the lower of the cost or market price on the valuation date thereof, which valuation date shall be not less frequently than annually.

(f) The Issuer will take no action in relation to the Pledged Revenues or the Pledged Taxes which would unfavorably affect the security of the Outstanding Bonds or the prompt payment of the principal and interest thereon or the 125% coverage required in subsection (b) above to maintain the Bonds as "**alternate bonds**" under Section 15 of the Local Government Debt Reform Act.

(g) The owner of any Bond may proceed by civil action to compel performance of all duties required by law and this ordinance.

(h) The Issuer will adopt a budget and/or approve appropriations for the System prior to the beginning of each Fiscal Year, subject to all applicable state laws, providing for payment of all sums to be due in the Fiscal Year so as to comply with the terms of this ordinance. The budget may include in its estimate of income the use of available surplus moneys or other funds of the Issuer appropriated for such purposes. If during the Fiscal Year there are extraordinary receipts or payments of unusual cost, the Issuer will adopt an amended budget for the remainder of the Fiscal Year, providing for receipts or payments pursuant to this ordinance.

(i) The Issuer will carry insurance on the System of the kinds and in the amounts which are usually carried by private parties operating similar properties, covering such risks as shall be recommended by a competent consulting engineer or insurance consultant employed by the Issuer for the purpose of making such recommendations. All moneys received for loss under such insurance policies shall be deposited in a separate subaccount of the Bond Proceeds Account and used in making good the loss or damage in respect of which they were paid, either by repairing the property damaged or making replacement of the property destroyed, and provision for making good such loss or

damage shall be made within ninety (90) days from the date of the loss. The payment of premiums for all insurance policies required under the provisions of this covenant in connection with the System shall be considered an Operation and Maintenance Expense.

The proceeds derived from any and all policies for workers' compensation or public liability shall be paid into a separate subaccount of the Operation and Maintenance Account and used in paying the claims on account of which they were received.

(j) The Issuer will comply with the special covenants concerning Alternate Bonds as required by Section 15 of the Local Government Debt Reform Act and Section 15 of this ordinance.

(k) The Issuer will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons.

(l) After their issuance, to the extent lawful the Bonds shall be incontestable by the Issuer.

Section 19. Ordinance to Constitute a Contract. The provisions of this ordinance shall constitute a contract between the Issuer and the registered owners of the Bonds. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the registered owners of any and all of the Bonds. All of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this ordinance. This ordinance shall constitute full authority for the issuance of the Bonds, and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the Issuer, the provisions of this ordinance shall control.

Section 20. Severability and No Contest. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance. Upon the issuance of the Bonds, neither the Bonds nor this ordinance shall be subject to contest by or in respect of the Issuer.

Section 21. Bank Qualified Bonds. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Issuer hereby designates the Bonds as **“qualified tax-exempt obligations”** as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year in which the Bonds are to be issued will not exceed \$10,000,000 within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer covenants that it will not so designate and issue more than \$10,000,000 aggregate principal amount of tax-exempt obligations in such calendar year. For purposes of this Section, the term **“tax-exempt obligation”** includes **“qualified 501(c)(3) Bonds”** (as defined in the Section 145 of the Internal Revenue Code of 1986, as amended) but does not include other **“private activity bonds”** (as defined in Section 141 of the Internal Revenue Code of 1986, as amended).

Section 22. Repeal. All ordinances, resolutions or parts thereof in conflict herewith shall be and the same are hereby repealed to the extent of such conflict and this ordinance shall be in full force and effect forthwith upon its adoption.

Section 23. Effective Date/Filings. This ordinance was continually on file with the City Clerk for public inspection, in the form in which it is finally passed, at least one week before the final passage thereof.

This ordinance shall become effective immediately upon its adoption and approval in the manner provided by law, and upon its becoming effective and prior to the issuance of the Bonds a certified copy of this ordinance, with an applicable Bond Order, shall be filed with the County Clerk of Coles County, Illinois.

Upon motion by Commissioner Ervin, seconded by Commissioner Hall, adopted this 4th day of October 2011, by roll call vote as follows:

Ayes (Names): Commissioner Becker, Commissioner Ervin,
Commissioner Hall, Commissioner Rankin,
Mayor Gover
Nays (Names): None
Absent (Names): None

APPROVED: October 4, 2011

ATTEST:

/s/Tim Gover
Mayor

/s/ Susan J. O'Brien
City Clerk

Mayor Gover opened the floor for discussion with no responders.

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

Commissioner Becker seconded by Commissioner Hall moved to adopt Ordinance 2011-5327, approving a 4-way stop at the intersection of Broadway Avenue and 2nd Street.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2011-5327

**AN ORDINANCE APPROVING A 4-WAY STOP AT THE INTERSECTION OF
BROADWAY AVENUE AND 2ND STREET**

WHEREAS, the City of Mattoon maintains a municipal street system; and

WHEREAS, the City of Mattoon is responsible for regulating the traffic on said street system;
and

WHEREAS, certain traffic regulations have been determined to be in need of modification for the safe operation of the municipal street system.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mattoon that Chapter 74, Schedule II, Sub-Schedule 'B' of the Code of Ordinances be amended by the addition of the following:

Four-Way Stop Intersections

| Street | Intersects with |
|-----------------|------------------------|
| Broadway Avenue | 2nd Street |

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mattoon that Chapter 74, Schedule II, Sub-Schedule 'D' of the Code of Ordinances be amended by the addition of the following:

Two-Way Stop Intersections

| Street | Stops Approaching |
|---------------|--------------------------|
| 2nd Street | Broadway Avenue |

Upon motion by Commissioner Becker , seconded by Commissioner Hall, adopted this 4th day of October, 2011, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): None

Approved this 4th day of October, 2011.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on October 4, 2011.

Mayor Gover opened the floor for discussion. Mayor Gover noted the intersection was at St. John's Lutheran School. Deputy Police Chief Taylor noted the stop signs were needed due to students crossing the street daily.

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

Mayor Gover seconded by Commissioner Hall moved to adopt Special Ordinance 2011-1459, granting a setback variance to allow a new building addition for 920 Charleston Avenue. Petitioner - Melani Samora – Casey’s General Store.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2011-1459

AN ORDINANCE GRANTING A VARIANCE FROM THE REAR YARD SET BACK REQUIREMENT AT 920 CHARLESTON AVENUE

WHEREAS there has been filed a written Petition by Melani Samora, Agent for Casey’s Retail Company, for a variance, respecting the property legally described as:

Lots seven (7) and eight (8) in Block 133 of the Original Town, now City of Mattoon, Coles County, Illinois; also known as 920 Charleston Avenue, Mattoon, Illinois.

WHEREAS, said petition requests that a variance be granted pursuant to applicable ordinances of the municipality to allow the construction of an addition to the existing building that encroaches into the rear yard setback on the north side of the property located at 920 Charleston Ave., and which will reduce the rear yard setback from the required 12.5 feet to 2.5 feet from the platted alley way along the north side of the property; and

WHEREAS the Planning Commission for the City of Mattoon held a properly noticed, public hearing on September 27, 2011 regarding petitioner’s request for said variance; and

WHEREAS the Planning Commission for the City of Mattoon has recommended that the requested variance be granted; and

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

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

Section 1. Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of Ordinances, the property legally described as aforesaid, be and the same is granted a variance of the rear yard setback requirement to enable the construction of an addition to the existing building that encroaches into rear yard setback on the north side of the property located at 920 Charleston Ave., and which will reduce the rear yard setback from the required 12.5 feet to 2.5 feet from the alley right of way.

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

Section 3. This ordinance shall be effective upon its approval as provided by law. Upon motion by Mayor Gover, seconded by Commissioner Hall, adopted this 4th day of October 2011, by a roll call vote, as follows:

AYES (Names): Commissioner Becker, Commissioner Ervin,

Commissioner Hall, Commissioner Rankin,

Mayor Gover.

NAYS (Names): None

ABSENT (Names): None

Approved this 4th day of October, 2011

/s/ Tim Gover

Tim Gover, Mayor

City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien

Susan J. O'Brien, City Clerk

/s/ J. Preston Owen

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on October 4, 2011.

Mayor Gover opened the floor for discussion. Mayor Gover asked Coordinator Gill if the setback was approved by the Planning Commission with Coordinator Gill answering affirmatively.

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

Commissioner Ervin seconded by Commissioner Hall moved to adopt Special Ordinance 2011-1460, approving the rescinding of the Mid-town TIF grant agreement made to Douglas A. and Jeanne A. Vonderheide, due to non-completion of work specified in the grant agreement.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2011 - 1460

A SPECIAL ORDINANCE RESCINDING THE TIF GRANT MADE TO DOUGLAS A. AND JEANNE A. VONDERHEIDE IN CONNECTION WITH THE MATTOON MID-TOWN REDEVELOPMENT PROJECT AREA

WHEREAS, by Special Ordinance 2008 – 1290, the City of Mattoon approved a Tax Increment Financing (TIF) Grant Agreement with Douglas A. and Jeanne A. Vonderheide (hereinafter collectively “Vonderheide”); and,

WHEREAS, said TIF grant agreement required Vonderheide to complete certain repairs and improvements to the properties located at 118 and 120 South 17th Street in Mattoon; and,

WHEREAS, paragraphs (1.)(A.) and (6.) of the grant agreement contain provisions that state after 30 days notice of default and non-compliance with the terms of the Agreement the City may resend the agreement and cease any further payment of the grant amount; and,

WHEREAS, on October 29, 2009 and July 6, 2010 the City of Mattoon notified Vonderheide of

their non-compliance with the provisions of the grant. Specifically that they had not completed the work specified in the grant Agreement; and,

WHEREAS, Vonderheide have not responded to the repeated requests to complete the outstanding work on the buildings and the City of Mattoon has made no payment under the Grant.

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

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

Section 2. The City of Mattoon hereby rescinds the TIF Grant Agreement entered into on the 19th day of August 2008 by and between the City of Mattoon and Douglas A. and Jeanne A. Vonderheide, and declares the same to be null and void under the terms contained in said TIF Agreement.

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

Upon motion by Commissioner Ervin, seconded by Commissioner Hall, adopted this 4th day of October, 2011, by a roll call vote, as follows:

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

Approved this 4th day of October, 2011.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on October 4, 2011.

Mayor Gover opened the floor for discussion with no responders.

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

Commissioner Ervin seconded by Commissioner Rankin moved to adopt Special Ordinance 2011-1461, authorizing the Mayor to sign an outright grant agreement by and between the City of Mattoon and Shelby County State Bank reimbursing up to \$51,590.00 to be disbursed over 10 years in annual payments of \$5,159.00 from Mid-town TIF Revenues for façade

restoration and emergency structural repairs to properties located at 118 and 120 South 17th Street.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2011 - 1461

AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND SHELBY COUNTY STATE BANK IN CONNECTION WITH THE MATTOON MIDTOWN REDEVELOPMENT PROJECT AREA

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

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

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

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

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

Upon motion by Commissioner Ervin, seconded by Commissioner Rankin, adopted this 4th day of October, 2011, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): None

Approved this 4th day of October, 2011.

/s/ Timothy D. Gover

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on October 4, 2011.

Mayor Gover opened the floor for discussion with no responders.

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

Mayor Gover seconded by Commissioner Becker moved to adopt Ordinance 2011-5328, amending Chapter 117 of the Municipal Code to increase the number of Taxicab licenses

Mayor Gover opened the floor for discussion. Mr. Larry Ciulla of Budget Taxi addressed the request for an additional license, stating the need for more taxi cab service. Commissioner Rankin requested more information as to regulating taxi cabs with Attorney & Treasurer Owen stating the State allows for municipal regulation. Mr. Doug Koester of Checker Top Cab addressed the Council as to no further need for additional taxi cabs and elaborated on his business. Commissioner Hall addressed whether the City required additional taxis at this time. Mr. Terry Harrington, a Checker Top Cab employee, noted his lack of calls for service. Commissioner Ervin commented if someone was willing to invest the money to start a business, the City shouldn't discourage the business.

Commissioner Rankin seconded by Commissioner Becker moved to amend the motion to eliminate the number of taxicab licenses making the licenses unlimited. Mayor Gover opened the floor for discussion.

A representative of Coles County Shuttle voiced her concern over the necessity of an additional taxi service.

Mayor Gover declared the motion to adopt the amended motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, NAY Commissioner Hall, YEA Commissioner Rankin, NAY Mayor Gover.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2011-5328

**AN ORDINANCE AMENDING CHAPTER 117 OF THE MUNICIPAL CODE
REGARDING TAXICABS**

WHEREAS, Chapter 117 of the Municipal Code of the City of Mattoon, Coles County, Illinois, provides for the licensing of taxicab service within the City limits;

WHEREAS, the current ordinance prohibits more than one taxicab service within the city limits;

WHEREAS, there has been interest expressed from the general public to operate another taxicab service within the city limits;

WHEREAS, the City Council desires to operate under the auspices of free enterprise as much as possible;

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

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

Section 2. Amendment. Section 117.02 of Chapter 117 of the Code of Ordinances of the City of Mattoon is hereby repealed. Section 117.02 of Chapter 117 is reenacted as follows:

§ 117.02 Number of Taxicab Operators Licenses Available.

The total number of Taxicab Operators Licenses available to be issued within the City of Mattoon shall be ~~two~~(2) unlimited.

Section 3. Amendment. Section 117.04 (A) of Chapter 117 of the Code of Ordinances of the City of Mattoon is hereby repealed. Section 117.04 (A) of Chapter 117 is reenacted as follows:

§ 117.04 License Fees; Disposition.

(A) Each operator shall pay an annual operator's license fee as listed in Section § 35.01(G)(26).

Section 4. Amendment. Section 117.04(C) of Chapter 117 of the Code of Ordinances of the City of Mattoon is hereby repealed.

Section 5. Amendment. Section 35.01(G)(26) is enacted as follows:

(G)(26) Taxicab Fees. Each taxicab operator shall pay an annual operator's license fee of \$100. In addition to the operator's license fee, a license fee of \$100 shall be paid for each taxicab operated up to and including the first three, and thereafter a license fee of \$50 for each taxicab over three so operated. Each license shall designate the motor and serial number of each cab.

Section 6. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable.

Section 6. This ordinance shall be effective upon its publication in pamphlet form and approval as provided by law.

Upon motion by Mayor Gover, seconded by Commissioner Becker, adopted this 4th day of October, 2011, by a roll call vote, as follows:

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

Approved this 4th day of October, 2011.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on October 4th, 2011.

Mayor Gover declared the motion to adopt Ordinance 2011-5328, as amended, carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, NAY Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Ervin seconded by Commissioner Becker moved to adopt Ordinance 2011-5329, approving a Redevelopment Agreement between the City of Mattoon and Larson Family Real Estate L.L.P.; and authorizing certain actions by City Officials.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2011-5329

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF MATTOON, ILLINOIS AND LARSON FAMILY REAL ESTATE L.L.P. AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS

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

WHEREAS, Larson Family Real Estate L.L.P. (the "Developer") submitted a proposal (the "Redevelopment Proposal") for redevelopment of the Redevelopment Area; and

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

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

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

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

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

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

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

Upon motion by Commissioner Ervin, seconded by Commissioner Becker, adopted this 4th day of October, 2011, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): None

Approved this 4th day of October, 2011.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on October 12, 2011.

Mayor Gover opened the floor for discussion. Commissioners Rankin and Becker and Mayor Gover debated an open-ended incentive with no cap. Attorney & Treasurer Owen noted the two limits on the incentive as 1.) term of agreement, and 2.) allowable costs under the business district as a cap.

Commissioner Rankin moved to amend the original motion to include a \$650,000 cap on the incentive. The motion died for lack of a second.

Mayor Gover declared the original motion to adopt Ordinance 2011-5329 carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Hall seconded by Commissioner Becker moved to adopt Special Ordinance 2011-1462, approving a three-year contract renewal of the collective bargaining agreement with the Mattoon Firefighters Association, Local 691, IAFF, AFL-CIO.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2011-1462

AN ORDINANCE APPROVING A THREE YEAR CONTRACT RENEWAL OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE MATTOON FIREFIGHTERS ASSOCIATION, LOCAL 691, IAFF, AFL-CIO

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

Section 1. The Council hereby approves a three year contract renewal to the "Collective Bargaining Agreement" dated October 4, 2011 with the Mattoon Firefighters Association, Local 691, IAFF, AFL-CIO, a copy of which is attached and incorporated 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 Commissioner Hall, seconded by Commissioner Becker, adopted this 4th day of October, 2011, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): None

APPROVED this 4th day of October, 2011.

/s/ Tim Gover_____

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on October 4, 2011.

Mayor Gover opened the floor for discussion with no responders.

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

Mayor Gover seconded by Commissioner Rankin moved to approve Council Decision Request 2011-1266, awarding the Police Evidence Storage Building Bid including commercial openers in the amount of \$122,425.00 to Graber Buildings in Sullivan.

Mayor Gover opened the floor for discussion with no responders.

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

DEPARTMENT REPORTS:

CITY ADMINISTRATOR – noted concentration on the comprehensive plan, impact on CPAC, strategic planning prep, personnel code, liquor code, Business Expo on Thursday, and opened the floor for questions. Commissioner Becker and Administrator McLaughlin discussed inviting Houseal Lavigne to the Strategic Planning Session, determining to send the results of the meeting to the consultants. Mayor Gover opened the floor for additional questions with no responders.

ATTORNEY & TREASURER – noted work on finishing the audit, TIF Reports, and bond refunding preparations. Mayor Gover opened the floor for questions with Commissioner Hall inquiring whether the bond rating was expected to change. Attorney & Treasurer Owen stated negatively.

CITY CLERK – noted work on various reports, health and life insurance, successor FSA preparation, and reviewed payroll updates; otherwise, business as usual. Mayor Gover opened the floor for questions with no responders.

PUBLIC WORKS – noted nothing significant for this meeting. Mayor Gover opened the floor for questions with no responders.

COMMUNITY DEVELOPMENT – noted four commercial plan reviews with two remodel residential plans and involvement with nuisance court. Mayor Gover announced their attendance at the Economic Development Meeting in Effingham, and opened the floor for questions with no responders.

FIRE – Commissioner Hall reported for the absent Chief Nichols stating the Fire Department was involved with training, walkthroughs, career day, tours, new hire testing, and an open house scheduled for October 15th from 10 a.m. to 2 p.m.

POLICE – Deputy Chief Taylor reported on the evidence storage building progress stating revenues for the project were not from tax payers, but from Ameren’s payment to relocate their former storage building; two light-duty officers and another officer to be off-duty for medical reasons; and records management system providing data on calls. Mayor Gover opened the floor for questions and noted the current rent for storage at \$12,000 per year.

COMMENTS BY THE COUNCIL

Commissioners Becker, Ervin, and Hall had no further comments.

Commissioner Rankin noted attendance at the mural dedication with the Mayor and appreciation of the murals.

Mayor Gover noted the enthusiasm around the mural dedication.

Commissioner Hall seconded by Commissioner Rankin moved to adjourn at 8:25 p.m.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA 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 {09/01/2011} And
{09/30/2011}

| Incident Type | Count | Pct of Incidents | Total Est Loss | Pct of Losses |
|----------------------------------------------------------|------------|------------------|-----------------|----------------|
| 1 Fire | | | | |
| 1110 Fire in structure, structure not involved | 3 | 1.22% | \$3,700 | 4.20% |
| 1111 Structure Fire | 1 | 0.41% | \$75,000 | 85.22% |
| 131 Passenger vehicle fire | 1 | 0.41% | \$300 | 0.34% |
| 140 Natural vegetation fire, Other | 1 | 0.41% | \$0 | 0.00% |
| 142 Brush or brush-and-grass mixture fire | 1 | 0.41% | \$0 | 0.00% |
| 143 Grass fire | 1 | 0.41% | \$0 | 0.00% |
| 162 Outside equipment fire | 1 | 0.41% | \$9,000 | 10.22% |
| | 9 | 3.66% | \$88,000 | 100.00% |
| 3 Rescue & Emergency Medical Service Incident | | | | |
| 321 EMS call, excluding vehicle accident with injury | 82 | 73.98% | \$0 | 0.00% |
| 3211 Motor Vehicle Collision | 16 | 6.50% | \$0 | 0.00% |
| 323 Motor vehicle/pedestrian accident (MV Ped) | 1 | 0.41% | \$0 | 0.00% |
| 3230 Motor vehicle/bicycle accident (MV Bcy) | 1 | 0.41% | \$0 | 0.00% |
| 381 Rescue or EMS standby | 1 | 0.41% | \$0 | 0.00% |
| | 201 | 81.71% | \$0 | 0.00% |
| 4 Hazardous Condition (No Fire) | | | | |
| 424 Carbon monoxide incident | 1 | 0.41% | \$0 | 0.00% |
| 445 Arcing, shorted electrical equipment | 1 | 0.41% | \$0 | 0.00% |
| | 2 | 0.81% | \$0 | 0.00% |
| 5 Service Call | | | | |
| 522 Water or steam leak | 1 | 0.41% | \$0 | 0.00% |
| 531 Smoke or odor removal | 1 | 0.41% | \$0 | 0.00% |
| 5310 Smoke or odor investigation, no problem found | 2 | 0.81% | \$0 | 0.00% |
| 5311 Smoke or odor investigation | 1 | 0.41% | \$0 | 0.00% |
| 550 Public service assistance, Other | 3 | 1.22% | \$0 | 0.00% |
| 551 Assist police or other governmental agency | 2 | 0.81% | \$0 | 0.00% |
| 553 Public service | 6 | 2.44% | \$0 | 0.00% |
| | 16 | 6.50% | \$0 | 0.00% |
| 6 Good Intent Call | | | | |
| 600 Good intent call, Other | 1 | 0.41% | \$0 | 0.00% |
| 611 Dispatched & cancelled en route | 1 | 0.41% | \$0 | 0.00% |
| 622 No Incident found on arrival at dispatch address | 1 | 0.41% | \$0 | 0.00% |

City of Mattoon

Incident Type Report (Summary)

Alarm Date Between {09/01/2011} And
{09/30/2011}

| Incident Type | Count | Pct of Incidents | Total Est Loss | Pct of Losses |
|------------------------------------------------------|-----------|------------------|----------------|---------------|
| | 3 | 1.22% | \$0 | 0.00% |
| 7 False Alarm & False Call | | | | |
| 700 False alarm or false call, Other | 1 | 0.41% | \$0 | 0.00% |
| 730 System malfunction, Other | 1 | 0.41% | \$0 | 0.00% |
| 735 Alarm system sounded due to malfunction | 3 | 1.22% | \$0 | 0.00% |
| 736 CO detector activation due to malfunction | 4 | 1.63% | \$0 | 0.00% |
| 745 Alarm system activation, no fire - unintentional | 3 | 1.22% | \$0 | 0.00% |
| 746 Carbon monoxide detector activation, no CO | 2 | 0.81% | \$0 | 0.00% |
| | 14 | 5.69% | \$0 | 0.00% |
| 9 Special Incident Type | | | | |
| 911 Citizen complaint | 1 | 0.41% | \$0 | 0.00% |
| | 1 | 0.41% | \$0 | 0.00% |

Total Incident Count: 246

Total Est Loss:

\$88,000

BILLS & PAYROLL:

BILLS & PAYROLL BEGIN ON NEXT PAGE.

CITY OF MATTOON
 10-14-11 PAYROLL
 9-24-11/10-7-11

| G/L ACCOUNT | ACCOUNT NAME | AMOUNT |
|--------------------------|-----------------------------------------|---------------|
| CITY COUNCIL | 110 5110-111 SALARIES OF REG EMPLOYEES | \$ 1,476.91 |
| CITY CLERK | 110 5120-111 SALARIES OF REG EMPLOYEES | \$ 4,906.90 |
| | 110 5120-114 COMPENSATED ABSENCES | \$ 672.46 |
| CITY ADMINISTRATOR | 110 5130-111 SALARIES OF REG EMPLOYEES | \$ 710.86 |
| | 110 5130-114 COMPENSATED ABSENCES | \$ 615.82 |
| FINANCIAL ADMINISTRATION | 110 5150-111 SALARIES OF REG EMPLOYEES | \$ 1,244.10 |
| LEGAL SERVICES | 110 5160-111 SALARIES OF REG EMPLOYEES | \$ 1,361.77 |
| COMPUTER INFO SYSTEMS | 110 5170-111 SALARIES OF REG EMPLOYEES | \$ 4,071.70 |
| | 110 5170-114 COMPENSATED ABSCENSES | \$ 249.72 |
| PLANNING & ZONING | 110 5180-111 SALARIES OF REG EMPLOYEES | \$ 889.56 |
| | 110 5180-114 COMPENSATED ABSENCES | \$ 98.84 |
| POLICE ADMINISTRATION | 110 5211-111 SALARIES OF REG EMPLOYEES | \$ 8,632.56 |
| CRIMINAL INVESTIGATION | 110 5212-111 SALARIES OF REG EMPLOYEES | \$ 8,667.72 |
| | 110 5212-113 OVERTIME | \$ 209.59 |
| PATROL | 110 5213-111 SALARIES OF REG EMPLOYEES | \$ 61,366.64 |
| | 110 5213-113 OVERTIME | \$ 2,623.27 |
| K-9 SERVICE | 110 5214-111 SALARIES OF REG EMPLOYEES | \$ 2,025.35 |
| | 110 5214-113 OVERTIME | \$ 754.84 |
| POLICE RECORDS | 110 5216-111 SALARIES OF REG EMPLOYEES | \$ 3,243.42 |
| TRAFFIC CONTROL | 110 5220-111 SALARIES OF REG EMPLOYEES | \$ 720.00 |
| SCHOOL RESOURCE PROGRAM | 110 5227-111 SALARIES OF REG EMPLOYEES | \$ 2,114.12 |
| | 110 5227-113 OVERTIME | \$ 472.86 |
| FIRE PROTECTION ADMIN | 110 5241-111 SALARIES OF REG EMPLOYEES | \$ 68,182.80 |
| | 110 5241-113 OVERTIME | \$ 3,694.72 |
| | 110 5241-114 COMPENSATED ABSENCES | \$ 6,069.40 |
| CODE ENFORCEMENT ADMIN | 110 5261-111 SALARIES OF REG EMPLOYEES | \$ 3,238.94 |
| | 110 5261-114 COMPENSATED ABSENCES | \$ 180.61 |
| PUBLIC WORKS ADMIN | 110 5310-111 SALARIES OF REG EMPLOYEES | \$ 3,700.90 |
| | 110 5310-114 COMPENSATED ABSENCES | \$ 33.52 |
| STREETS | 110 5320-111 SALARIES OF REG EMPLOYEES | \$ 21,729.21 |
| | 110 5320-112 SALARIES OF TEMP EMPLOYEES | \$ 726.00 |
| | 110 5320-113 OVERTIME | \$ 312.03 |
| | 110 5320-114 COMPENSATED ABSENCES | \$ 1,250.42 |
| CONSTRUCTION INSPECTION | 110 5370-111 SALARIES OF REG EMPLOYEES | \$ 3,524.46 |
| CUSTODIAL SERVICES | 110 5381-111 SALARIES OF REG EMPLOYEES | \$ 2,816.64 |
| EQUIPMENT MAINTENANCE | 110 5390-111 SALARIES OF REG EMPLOYEES | \$ 642.75 |
| PARK ADMINISTRATION | 110 5511-111 SALARIES OF REG EMPLOYEES | \$ 7,572.45 |
| LAKE ADMINISTRATION | 110 5512-111 SALARIES OF REG EMPLOYEES | \$ 2,079.62 |
| | 110 5512-112 SALARIES OF TEMP EMPLOYEES | \$ 1,071.00 |
| | 110 5512-113 OVERTIME | \$ 202.66 |
| CEMETERY | 110 5570-111 SALARIES OF REG EMPLOYEES | \$ 2,568.22 |
| | 110 5570-112 SALARIES OF TEMP EMPLOYEES | \$ 348.38 |
| | 110 5570-114 COMPENSATED ABSENCES | \$ 430.32 |
| | *** FUND 110 TOTALS *** | \$ 237,504.06 |
| HOTEL TAX ADMINISTRATION | 122 5653-111 SALARIES OF REG EMPLOYEES | \$ 1,699.99 |
| | *** FUND 122 TOTALS *** | \$ 1,699.99 |

CITY OF MATTOON
 10-14-11 PAYROLL
 9-24-11/10-7-11

| | | | |
|-----------------------------|--------------|----------------------------|---------------|
| WATER TREATMENT PLANT | 211 5353-111 | SALARIES OF REG EMPLOYEES | \$ 10,911.52 |
| WATER DISTRIBUTION | 211 5354-111 | SALARIES OF REG EMPLOYEES | \$ 3,111.28 |
| | 211 5354-113 | OVERTIME | \$ 243.55 |
| | 211 5354-114 | COMPENSATED ABSENCES | \$ 1,718.59 |
| ACCOUNTING & COLLECTION | 211 5355-111 | SALARIES OF REG EMPLOYEES | \$ 4,601.55 |
| | 211 5355-112 | SALARIES OF TEMP EMPLOYEES | \$ 191.25 |
| | 211 5355-114 | COMPENSATED ABSENCES | \$ 450.33 |
| ADMINISTRATIVE & GENERAL | 211 5356-111 | SALARIES OF REG EMPLOYEES | \$ 4,978.35 |
| | 211 5356-114 | COMPENSATED ABSENCES | \$ 718.45 |
| | | *** FUND 211 TOTALS *** | \$ 26,924.87 |
| SANITARY SEWER MTCE & CLEAN | 212 5342-111 | SALARIES OF REG EMPLOYEES | \$ 7,630.82 |
| | 212 5342-112 | SALARIES OF TEMP EMPLOYEES | \$ 66.00 |
| | 212 5342-113 | OVERTIME | \$ 385.61 |
| | 212 5342-114 | COMPENSATED ABSENCES | \$ 181.76 |
| WASTEWATER TREATMENT PLANT | 212 5344-111 | SALARIES OF REG EMPLOYEES | \$ 12,454.16 |
| | 212 5344-114 | COMPENSATED ABSENCES | \$ 868.53 |
| ACCOUNTING & COLLECTION | 212 5345-111 | SALARIES OF REG EMPLOYEES | \$ 4,601.56 |
| | 212 5345-112 | SALARIES OF TEMP EMPLOYEES | \$ 191.25 |
| | 212 5345-114 | COMPENSATED ABSENCES | \$ 450.36 |
| ADMINISTRATIVE & GENERAL | 212 5346-111 | SALARIES OF REG EMPLOYEES | \$ 4,978.36 |
| | 212 5346-114 | COMPENSATED ABSENCES | \$ 718.45 |
| | | *** FUND 212 TOTALS *** | \$ 32,526.86 |
| | | *** GRAND TOTALS *** | \$ 298,655.78 |

CITY OF MATTOON
10-14-11 PAYROLL
9-24-11/10-7-11

*** PAY CODE TOTALS ***

| PAY CODE | NO OF TIMES | HOURS | AMOUNT |
|---------------------|-------------|-------|-------------------------|
| REGULAR PAY | 33 | | 1,705.75 \$ 36,247.13 |
| SALARY PAY | 123 | | 10,178.12 \$ 237,668.49 |
| HOLIDAY PAY-REGULAR | 31 | | 114.7 \$ 2,482.26 |
| OVERTIME PAY | 32 | | 232.5 \$ 8,270.10 |
| SICK PAY-AFSCME | 11 | | 70 \$ 1,561.64 |
| PEHP | 32 | | 32 \$ 400.00 |
| VACATION PAY | 19 | | 248.5 \$ 6,481.60 |
| VACATION PAY | 4 | | 96 \$ 2,138.23 |
| COMP EARNED | 3 | | 22.5 \$ - |
| BACK PAY | 1 | | 1 \$ 14.73 |
| SICK-FD UNION | 3 | | 64.25 \$ 1,448.91 |
| SHIFT PAY | 5 | | 246 \$ 147.60 |
| SHIFT PAY | 3 | | 160 \$ 112.00 |
| SICK-NON UNION | 4 | | 21 \$ 594.94 |
| BURIAL PAY | 1 | | 1 \$ 67.00 |
| COMP PAID | 3 | | 13 \$ 253.66 |
| STRAIGHT OT POLICE | 1 | | 25 \$ 629.03 |
| VEHICLE EXPENSE | 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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|------------------|-----------------------------|---------|----------|
| 01-000871 | RANDY ERVIN | I-201110128118 | 110 5110-533 | CELLULAR PHON: | OCTOBER MOBILE | 108961 | 50.00 |
| | | | | | | | <hr/> |
| | | | | VENDOR 01-000871 | TOTALS | | 50.00 |
| 01-001886 | RICK HALL | I-201110128113 | 110 5110-533 | CELLULAR PHON: | OCTOBER MOBILE | 108975 | 50.00 |
| | | | | | | | <hr/> |
| | | | | VENDOR 01-001886 | TOTALS | | 50.00 |
| 01-002244 | CHRIS RANKIN | I-201110128116 | 110 5110-533 | CELLULAR PHON: | OCTOBER MOBILE | 109029 | 50.00 |
| | | | | | | | <hr/> |
| | | | | VENDOR 01-002244 | TOTALS | | 50.00 |
| | | | | | | | <hr/> |
| | | | | DEPARTMENT 110 | CITY COUNCIL | TOTAL: | 150.00 |
| 01-001600 | AMERICAN STAMP & MARKI | I-1652443 | 110 5120-311 | OFFICE SUPPLI: | NOTARY STAMPS | 108922 | 67.15 |
| | | | | | | | <hr/> |
| | | | | VENDOR 01-001600 | TOTALS | | 67.15 |
| 01-009800 | COLES CO CLERK & RECOR | I-201110078021 | 110 5120-519 | OTHER PROFESS: | NOTARY FEE-KAUFMAN & 108888 | | 20.00 |
| | | | | | | | <hr/> |
| | | | | VENDOR 01-009800 | TOTALS | | 20.00 |
| 01-014800 | EMPLOYEE DATA FORMS IN | I-12-30692 | 110 5120-311 | OFFICE SUPPLI: | 2012 EMPLOYEE DATA C 108960 | | 36.75 |
| | | | | | | | <hr/> |
| | | | | VENDOR 01-014800 | TOTALS | | 36.75 |
| 01-024060 | IL DEPT OF NATURAL RES | I-201110118066 | 110 5120-802 | HUNTING/FISHI: | 9-27/10-3 CITY CLERK 000000 | | 25.00 |
| 01-024060 | IL DEPT OF NATURAL RES | I-201110138144 | 110 5120-802 | HUNTING/FISHI: | CITY CLERK 10-4/11 H 000000 | | 25.00 |
| | | | | | | | <hr/> |
| | | | | VENDOR 01-024060 | TOTALS | | 50.00 |
| 01-033200 | MATTOON PRINTING CENTE | I-201110128088 | 110 5120-519 | OTHER PROFESS: | DEATH CERT PAPER | 109007 | 1,500.00 |
| | | | | | | | <hr/> |
| | | | | VENDOR 01-033200 | TOTALS | | 1,500.00 |
| 01-049003 | XEROX CORPORATION | I-057517205 | 110 5120-814 | PRINT/COPY MA: | COPIER GBP-245099 | 109056 | 387.98 |
| | | | | | | | <hr/> |
| | | | | VENDOR 01-049003 | TOTALS | | 387.98 |
| | | | | | | | <hr/> |
| | | | | DEPARTMENT 120 | CITY CLERK | TOTAL: | 2,061.88 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|------------------------------------------------|------------------------|----------------|--------------|----------------|-------------------------|---------|----------|
| 01-000124 | DATA FLOW | I-61905 | 110 5150-311 | OFFICE SUPPLI: | W-2'S,1099'S | 108953 | 395.32 |
| | | | | | VENDOR 01-000124 TOTALS | | 395.32 |
| 01-000583 | EASTERN ILLINOIS UNIVE | I-201110118039 | 110 5150-562 | TRAVEL & TRAI: | CONF REG 11-13/17 HU | 108958 | 410.00 |
| | | | | | VENDOR 01-000583 TOTALS | | 410.00 |
| 01-002281 | MWM CONSULTING GROUP I | I-191012 | 110 5150-513 | AUDITING & AC: | PREPARE GASB 45 REPO | 109016 | 5,500.00 |
| | | | | | VENDOR 01-002281 TOTALS | | 5,500.00 |
| DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL: | | | | | | | 6,305.32 |
| 01-002401 | SMITHAMUNDSEN | I-371928 | 110 5160-515 | LABOR RELATIO: | LEGAL SERVICES 9/7-2 | 109038 | 502.20 |
| | | | | | VENDOR 01-002401 TOTALS | | 502.20 |
| 01-037951 | J. PRESTON OWEN | I-201110128117 | 110 5160-565 | CELLULAR TELE: | OCTOBER MOBILE | 109024 | 100.00 |
| | | | | | VENDOR 01-037951 TOTALS | | 100.00 |
| 01-047000 | WEST PAYMENT CENTER | I-823610833 | 110 5160-340 | BOOKS & PERIO: | 9/11 ON LIN RESEARCH | 109053 | 517.31 |
| | | | | | VENDOR 01-047000 TOTALS | | 517.31 |
| DEPARTMENT 160 LEGAL SERVICES TOTAL: | | | | | | | 1,119.51 |
| 01-005640 | CDW GOVERNMENT | I-ZRM5630 | 110 5170-852 | NETWORK SECUR: | CDW GOVERNMENT | 108940 | 427.30 |
| | | | | | VENDOR 01-005640 TOTALS | | 427.30 |
| 01-020975 | HEART TECHNOLOGIES INC | I-10132011 | 110 5170-516 | TECHNOLOGY SU: | MIS AGREEMENT | 108980 | 5,000.00 |
| | | | | | VENDOR 01-020975 TOTALS | | 5,000.00 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 170 COMPUTER INFO SYSTEMS

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|----------------|------------------------|---------------------------------------------|----------|
| 01-023800 | CONSOLIDATED COMMUNICA | I-201110118045 | 110 5170-854 | WIDE AREA NET: | 101-5520 | 108947 | 88.17 |
| 01-023800 | CONSOLIDATED COMMUNICA | I-201110148171 | 110 5170-854 | WIDE AREA NET: | 101-0937 | 108905 | 177.74 |
| | | | | | | VENDOR 01-023800 TOTALS | 265.91 |
| 01-028498 | BRIAN JOHANPETER | I-201110118047 | 110 5170-562 | TRAVEL & TRAI: | TRAVEL 10/6-7 | 108993 | 105.10 |
| | | | | | | VENDOR 01-028498 TOTALS | 105.10 |
| | | | | | | DEPARTMENT 170 COMPUTER INFO SYSTEMS TOTAL: | 5,798.31 |
| 01-001118 | RED BUD SUPPLY, INC. | I-112982 | 110 5190-579 | MISC OTHER PU: | STREET NAME SIGN | 109031 | 43.75 |
| | | | | | | VENDOR 01-001118 TOTALS | 43.75 |
| | | | | | | DEPARTMENT 190 COUNCIL CONTINGENCY TOTAL: | 43.75 |
| 01-002401 | SMITHAMUNDSEN | I-371913 | 110 5211-515 | LABOR RELATIO: | LEGAL SERVICES | 109038 | 400.00 |
| | | | | | | VENDOR 01-002401 TOTALS | 400.00 |
| 01-005600 | CATER-VEND | I-205623 | 110 5211-579 | MISC OTHER PU: | COFFEE,CREAMER,SUGAR | 108937 | 169.87 |
| | | | | | | VENDOR 01-005600 TOTALS | 169.87 |
| 01-015410 | EZ PARCEL & BUSINESS S | I-76135 | 110 5211-531 | POSTAGE | : SHIPPING | 108963 | 44.54 |
| 01-015410 | EZ PARCEL & BUSINESS S | I-76602 | 110 5211-531 | POSTAGE | : SHIPPING | 108963 | 13.29 |
| | | | | | | VENDOR 01-015410 TOTALS | 57.83 |
| 01-020800 | HAROLD'S CLEANERS | I-178650 | 110 5211-573 | LAUNDRY SERVI: | CLEAN BLANKETS | 108977 | 20.00 |
| 01-020800 | HAROLD'S CLEANERS | I-178777 | 110 5211-573 | LAUNDRY SERVI: | CLEAN BLANKETS | 108977 | 20.00 |
| 01-020800 | HAROLD'S CLEANERS | I-179105 | 110 5211-573 | LAUNDRY SERVI: | CLEAN BLANKET | 108977 | 10.00 |
| | | | | | | VENDOR 01-020800 TOTALS | 50.00 |
| 01-021348 | HERALD & REVIEW | I-20401730 | 110 5211-540 | ADVERTISING | : POLICE STORAGE BUILD | 108983 | 34.48 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 211 POLICE ADMINISTRATION

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|----------------|-------------------------|---------|--------|
| 01-021348 | HERALD & REVIEW | I-20401732 | 110 5211-540 | ADVERTISING | : BIDS FOR BODY ARMOR | 108983 | 31.80 |
| | | | | | VENDOR 01-021348 TOTALS | | 66.28 |
| 01-024400 | IL FIRE & POLICE COMM | I-201110138166 | 110 5211-571 | DUE & MEMBERS: | 2012 DUES | 108986 | 187.50 |
| | | | | | VENDOR 01-024400 TOTALS | | 187.50 |
| 01-040463 | SARAH BUSH LINCOLN HEA | I-201110138142 | 110 5211-519 | OTHER PROFESS: | BRUNSON PHYSICAL | 109034 | 621.50 |
| | | | | | VENDOR 01-040463 TOTALS | | 621.50 |
| 01-049003 | XEROX CORPORATION | I-057517189 | 110 5211-814 | PRINT/COPY MA: | COPIER LBP-255479 | 109056 | 88.59 |
| 01-049003 | XEROX CORPORATION | I-057517190 | 110 5211-814 | PRINT/COPY MA: | COPIER LBP-255481 | 109056 | 126.06 |
| 01-049003 | XEROX CORPORATION | I-057517191 | 110 5211-814 | PRINT/COPY MA: | COPIER LBP-255476 | 109056 | 116.60 |
| 01-049003 | XEROX CORPORATION | I-057517192 | 110 5211-814 | PRINT/COPY MA: | COPIER GBP-234813 | 109056 | 374.57 |
| 01-049003 | XEROX CORPORATION | I-057517224 | 110 5211-814 | PRINT/COPY MA: | COPIER YHT-189182 | 109056 | 59.48 |
| | | | | | VENDOR 01-049003 TOTALS | | 765.30 |

DEPARTMENT 211 POLICE ADMINISTRATION TOTAL: 2,318.28

| | | | | | | | |
|-----------|----------------------|--------------------|--------------|----------------|-------------------------|--------|-------|
| 01-000610 | LEXISNEXIS RISK DATA | I-1299801-20110930 | 110 5212-579 | MISC OTHER PU: | SEPTEMBER SEARCHES | 109001 | 50.00 |
| | | | | | VENDOR 01-000610 TOTALS | | 50.00 |
| 01-031000 | LORENZ SUPPLY CO. | I-279987 | 110 5212-319 | MISCELLANEOUS: | DISINFECTANT | 109002 | 26.82 |
| | | | | | VENDOR 01-031000 TOTALS | | 26.82 |

DEPARTMENT 212 CRIMINAL INVESTIGATION TOTAL: 76.82

| | | | | | | | |
|-----------|------------------------|----------------|--------------|----------------|-------------------------|--------|----------|
| 01-000703 | TIGER DIRECT | I-F72725010101 | 110 5213-319 | MISCELLANEOUS: | TIGER DIRECT | 109046 | 48.52 |
| | | | | | VENDOR 01-000703 TOTALS | | 48.52 |
| 01-020975 | HEART TECHNOLOGIES INC | I-10253962 | 110 5213-579 | MISC OTHER PU: | SECURITY EQUIPMENT/D | 108980 | 2,375.29 |
| | | | | | VENDOR 01-020975 TOTALS | | 2,375.29 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 213 PATROL

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT | |
|-------------------------------|------------------------|----------------|--------------|-------------------------------------|-------------|---------|--------|----------|
| 01-030021 | L & S SAFETY | I-2010-2162 | 110 5213-319 | MISCELLANEOUS: GLOVES | | 108998 | 16.00 | |
| | | | | | | | <hr/> | |
| | | | | VENDOR 01-030021 | TOTALS | | 16.00 | |
| DEPARTMENT 213 PATROL | | | | | | | TOTAL: | 2,439.81 |
| 01-000777 | ERIN SPURGEON | I-201110138140 | 110 5216-579 | MISC OTHER PU: TRAVEL 10/2-6 | | 109040 | 345.23 | |
| | | | | | | | <hr/> | |
| | | | | VENDOR 01-000777 | TOTALS | | 345.23 | |
| 01-002221 | HEATHER SMITH | I-201110138141 | 110 5216-579 | MISC OTHER PU: REIMBURSE BAGGAGE FE | 109037 | | 50.00 | |
| | | | | | | | <hr/> | |
| | | | | VENDOR 01-002221 | TOTALS | | 50.00 | |
| DEPARTMENT 216 POLICE RECORDS | | | | | | | TOTAL: | 395.23 |
| 01-000550 | ALEXANDERS AUTO PARTS | I-201110078038 | 110 5223-318 | VEHICLE PARTS: BELT,WIPER BLADES,CA | 108914 | | 18.98 | |
| 01-000550 | ALEXANDERS AUTO PARTS | I-201110078038 | 110 5223-319 | MISCELLANEOUS: BELT,WIPER BLADES,CA | 108914 | | 83.14 | |
| | | | | | | | <hr/> | |
| | | | | VENDOR 01-000550 | TOTALS | | 102.12 | |
| 01-001172 | JOHN HEDGES | I-201110078037 | 110 5223-326 | FUEL : FUEL | | 108981 | 30.00 | |
| | | | | | | | <hr/> | |
| | | | | VENDOR 01-001172 | TOTALS | | 30.00 | |
| 01-001404 | RYAN HURST | I-201110078036 | 110 5223-326 | FUEL : FUEL 9/21/11 | | 108984 | 15.00 | |
| | | | | | | | <hr/> | |
| | | | | VENDOR 01-001404 | TOTALS | | 15.00 | |
| 01-002019 | BARBECK COMMUNICATIONS | I-210944 | 110 5223-434 | REPAIR OF VEH: IGNITION OVERRIDE SW | 108924 | | 95.00 | |
| 01-002019 | BARBECK COMMUNICATIONS | I-211150 | 110 5223-434 | REPAIR OF VEH: EXPLORER REPAIRS | 108924 | | 166.25 | |
| | | | | | | | <hr/> | |
| | | | | VENDOR 01-002019 | TOTALS | | 261.25 | |
| 01-013900 | D-R AUTO BODY SHOP | I-201110078011 | 110 5223-434 | REPAIR OF VEH: REPAIR SQUAD | | 108890 | 486.50 | |
| | | | | | | | <hr/> | |
| | | | | VENDOR 01-013900 | TOTALS | | 486.50 | |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|------------------------------------|------------------------|----------------|--------------|-------------------------------------|-------------------------|---------|----------|
| 01-017000 | FIRE EQUIPMENT SERVICE | I-202200 | 110 5223-434 | REPAIR OF VEH: EXTINGUISHER MNTCE | | 108965 | 41.75 |
| | | | | | VENDOR 01-017000 TOTALS | | 41.75 |
| 01-039600 | NEAL TIRE & AUTO SERVI | I-201110118052 | 110 5223-434 | REPAIR OF VEH: SQUAD REPAIRS | | 109018 | 651.00 |
| | | | | | VENDOR 01-039600 TOTALS | | 651.00 |
| DEPARTMENT 223 AUTOMOTIVE SERVICES | | | | | | TOTAL: | 1,587.62 |
| 01-000061 | HOME DEPOT | I-1035281 | 110 5224-432 | REPAIR OF BUI: CHAIN,HOSE,NOZZLE | | 108892 | 51.27 |
| | | | | | VENDOR 01-000061 TOTALS | | 51.27 |
| 01-000550 | ALEXANDERS AUTO PARTS | I-201110078038 | 110 5224-316 | TOOLS & EQUIP: BELT,WIPER BLADES,CA | | 108914 | 15.58 |
| | | | | | VENDOR 01-000550 TOTALS | | 15.58 |
| 01-001070 | AMEREN ILLINOIS | I-201110078033 | 110 5224-321 | NATURAL GAS &: 1700 WABASH | | 108916 | 2,288.33 |
| 01-001070 | AMEREN ILLINOIS | I-201110078034 | 110 5224-321 | NATURAL GAS &: 313 LAKELAND BLVD | | 108916 | 76.66 |
| | | | | | VENDOR 01-001070 TOTALS | | 2,364.99 |
| 01-001408 | INDUSTRIAL MECHANICAL | I-5444 | 110 5224-439 | OTHER REPAIR : INDUSTRIAL MECHANICA | | 108990 | 282.00 |
| | | | | | VENDOR 01-001408 TOTALS | | 282.00 |
| 01-030000 | KULL LUMBER CO | I-201110078035 | 110 5224-432 | REPAIR OF BUI: DRILL BITS,SOCKET,PA | | 108997 | 176.06 |
| | | | | | VENDOR 01-030000 TOTALS | | 176.06 |
| 01-031000 | LORENZ SUPPLY CO. | I-279529 | 110 5224-312 | CLEANING SUPP: TOWELS,LINERS,SOAP | | 109002 | 349.55 |
| 01-031000 | LORENZ SUPPLY CO. | I-280706 | 110 5224-312 | CLEANING SUPP: MOP | | 109002 | 16.42 |
| | | | | | VENDOR 01-031000 TOTALS | | 365.97 |
| 01-035600 | KONE INC | I-220736992 | 110 5224-435 | ELEVATOR SERV: ELEV MNTCE 10/11 | | 108996 | 643.14 |
| | | | | | VENDOR 01-035600 TOTALS | | 643.14 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 224 POLICE BUILDINGS

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|--------------------------------------|------------------------|----------------|--------------|------------------|-------------------------|---------|-----------|
| 01-043371 | SPRINGFIELD ELECTRIC | I-S3343558.001 | 110 5224-316 | TOOLS & EQUIP: | LIGHTBULBS | 109039 | 95.88 |
| | | | | | | | 95.88 |
| | | | | VENDOR 01-043371 | TOTALS | | 95.88 |
| DEPARTMENT 224 POLICE BUILDINGS | | | | | | TOTAL: | 3,994.89 |
| 01-014228 | EAST CENTRAL IL TASK F | I-201110148172 | 110 5229-821 | INTERGOVERNME: | TRFR OF FUNDS | 108906 | 26,780.00 |
| | | | | | | | 26,780.00 |
| | | | | VENDOR 01-014228 | TOTALS | | 26,780.00 |
| DEPARTMENT 229 AREA CRIME TASK FORCE | | | | | | TOTAL: | 26,780.00 |
| 01-000061 | HOME DEPOT | I-3013544 | 110 5241-432 | REPAIR OF BUI: | VELCRO | 108892 | 22.91 |
| | | | | | | | 22.91 |
| | | | | VENDOR 01-000061 | TOTALS | | 22.91 |
| 01-000151 | INDUSTRIAL/ORGANIZATIO | I-C26062A | 110 5241-579 | MISC OTHER PU: | 2011 FIREFIGHTER EXA | 108992 | 1,345.40 |
| | | | | | | | 1,345.40 |
| | | | | VENDOR 01-000151 | TOTALS | | 1,345.40 |
| 01-000550 | ALEXANDERS AUTO PARTS | I-201110118053 | 110 5241-432 | REPAIR OF BUI: | TIES, BLADES, OIL, FUSE | 108914 | 5.75 |
| 01-000550 | ALEXANDERS AUTO PARTS | I-201110118053 | 110 5241-434 | REPAIR OF VEH: | TIES, BLADES, OIL, FUSE | 108914 | 93.05 |
| | | | | | | | 98.80 |
| | | | | VENDOR 01-000550 | TOTALS | | 98.80 |
| 01-001070 | AMEREN ILLINOIS | I-201110128082 | 110 5241-321 | NATURAL GAS &: | 2700 MARSHALL | 108916 | 13.11 |
| 01-001070 | AMEREN ILLINOIS | I-201110128107 | 110 5241-321 | NATURAL GAS &: | ADD'L CURRENT | 108918 | 186.08 |
| 01-001070 | AMEREN ILLINOIS | I-201110138164 | 110 5241-321 | NATURAL GAS &: | 1801 PRAIRIE | 108920 | 82.86 |
| | | | | | | | 282.05 |
| | | | | VENDOR 01-001070 | TOTALS | | 282.05 |
| 01-001984 | BOUND TREE MEDICAL, LL | I-87292970 | 110 5241-313 | MEDICAL & SAF: | MEDICAL SUPPLIES | 108932 | 269.44 |
| | | | | | | | 269.44 |
| | | | | VENDOR 01-001984 | TOTALS | | 269.44 |
| 01-002748 | DENNIS GATHMAN | I-201110128136 | 110 5241-562 | TRAVEL & TRAI: | REIMBURSE TOLL FEES | 108970 | 4.60 |
| | | | | | | | 4.60 |
| | | | | VENDOR 01-002748 | TOTALS | | 4.60 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|-------------------------------------|-------------|---------|----------|
| 01-002958 | BATTERY SPECIALISTS, I | I-99127 | 110 5241-319 | MISCELLANEOUS: SIREN BATTERIES | | 108927 | 192.00 |
| 01-002958 | BATTERY SPECIALISTS, I | I-99200 | 110 5241-434 | REPAIR OF VEH: R25 & GENERATOR REPA | | 108927 | 32.95 |
| 01-002958 | BATTERY SPECIALISTS, I | I-99343 | 110 5241-319 | MISCELLANEOUS: BATTERIES | | 108927 | 66.35 |
| | | | | VENDOR 01-002958 TOTALS | | | 291.30 |
| 01-003095 | CARQUEST AUTO PARTS ST | I-201110128083 | 110 5241-434 | REPAIR OF VEH: E-23 PARTS | | 108935 | 58.98 |
| | | | | VENDOR 01-003095 TOTALS | | | 58.98 |
| 01-009075 | CUSD #2 TRANSPORTATION | I-201110138163 | 110 5241-326 | FUEL : FUEL FD 9/11 | | 108949 | 2,043.43 |
| | | | | VENDOR 01-009075 TOTALS | | | 2,043.43 |
| 01-012970 | DON BAKER'S PEST CONTR | I-201110118068 | 110 5241-579 | MISC OTHER PU: PEST CONTROL | | 108956 | 40.00 |
| | | | | VENDOR 01-012970 TOTALS | | | 40.00 |
| 01-018042 | GALLS, AN ARAMARK COMP | I-511653129 | 110 5241-315 | UNIFORMS & CL: GALLS, AN ARAMARK CO | | 108968 | 105.55 |
| | | | | VENDOR 01-018042 TOTALS | | | 105.55 |
| 01-020800 | HAROLD'S CLEANERS | I-179298 | 110 5241-573 | LAUNDRY SERVI: CLEAN UNIFORM | | 108977 | 20.00 |
| | | | | VENDOR 01-020800 TOTALS | | | 20.00 |
| 01-021348 | HERALD & REVIEW | I-20399495 | 110 5241-579 | MISC OTHER PU: FIREFIGHTER APPLICAT | | 108983 | 110.86 |
| | | | | VENDOR 01-021348 TOTALS | | | 110.86 |
| 01-023800 | CONSOLIDATED COMMUNICA | I-101-0987 | 110 5241-532 | TELEPHONE : 101-0987 | | 108947 | 88.17 |
| | | | | VENDOR 01-023800 TOTALS | | | 88.17 |
| 01-024400 | IL FIRE & POLICE COMM | I-201110138166 | 110 5241-571 | DUE & MEMBERS: 2012 DUES | | 108986 | 187.50 |
| | | | | VENDOR 01-024400 TOTALS | | | 187.50 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|-----------------|--------------|----------------|-------------------------|---------|--------|
| 01-025600 | ILMO PRODUCTS COMPANY | I-370922 | 110 5241-313 | MEDICAL & SAF: | CYLINDER RENTAL | 108987 | 65.40 |
| | | | | | VENDOR 01-025600 TOTALS | | 65.40 |
| 01-030000 | KULL LUMBER CO | I-201110128070 | 110 5241-432 | REPAIR OF BUI: | OSB,WASP KILLER | 108997 | 8.20 |
| 01-030000 | KULL LUMBER CO | I-201110128070 | 110 5241-319 | MISCELLANEOUS: | OSB,WASP KILLER | 108997 | 4.29 |
| | | | | | VENDOR 01-030000 TOTALS | | 12.49 |
| 01-031000 | LORENZ SUPPLY CO. | I-281006 | 110 5241-312 | CLEANING SUPP: | TOWELS,BOWL CLEANER | 109002 | 113.29 |
| | | | | | VENDOR 01-031000 TOTALS | | 113.29 |
| 01-033800 | MATTOON WATER DEPT | I-201109277927 | 110 5241-410 | UTILITY SERVI: | 1801 PRAIRIE | 000000 | 27.74 |
| 01-033800 | MATTOON WATER DEPT | I-201109287955 | 110 5241-410 | UTILITY SERVI: | 2700 MARSHALL | 000000 | 81.64 |
| 01-033800 | MATTOON WATER DEPT | I-201109287961 | 110 5241-410 | UTILITY SERVI: | HWY 16 | 000000 | 60.67 |
| | | | | | VENDOR 01-033800 TOTALS | | 170.05 |
| 01-034250 | MCFARLAND STEEL SUPPLY | I-201110118054 | 110 5241-434 | REPAIR OF VEH: | STEEL TO BUILD BRACK | 109009 | 17.31 |
| | | | | | VENDOR 01-034250 TOTALS | | 17.31 |
| 01-036080 | MUNICIPAL EMERGENCY SE | I-00267154SNV | 110 5241-434 | REPAIR OF VEH: | VALVE KIT | 109015 | 50.61 |
| | | | | | VENDOR 01-036080 TOTALS | | 50.61 |
| 01-037010 | TONY NICHOLS | I-201110128122 | 110 5241-533 | CELLULAR PHON: | OCTOBER MOBILE | 109021 | 100.00 |
| | | | | | VENDOR 01-037010 TOTALS | | 100.00 |
| 01-039423 | QUARTERMASTER INC | C-P66509510101 | 110 5241-315 | UNIFORMS & CL: | RETURN | 109028 | 89.97 |
| 01-039423 | QUARTERMASTER INC | I-P665954200014 | 110 5241-315 | UNIFORMS & CL: | TROUSERS | 109028 | 57.97 |
| 01-039423 | QUARTERMASTER INC | I-P668568300014 | 110 5241-318 | VEHICLE PARTS: | TROUSERS | 109028 | 235.90 |
| | | | | | VENDOR 01-039423 TOTALS | | 203.90 |
| 01-040451 | S & S SERVICE CO | I-51127 | 110 5241-434 | REPAIR OF VEH: | REPAIR E25 | 109032 | 244.13 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|---------------------------------------|------------------------|---------------------|--------------|-------------------------------------|-------------------------|---------|----------|
| 01-040451 | S & S SERVICE CO | I-51204 | 110 5241-434 | REPAIR OF VEH: UNIT 23 REPAIRS | | 109032 | 139.73 |
| | | | | | VENDOR 01-040451 TOTALS | | 383.86 |
| 01-043371 | SPRINGFIELD ELECTRIC | I-S3336626.001 | 110 5241-434 | REPAIR OF VEH: ELECTRICAL PIGTAIL | | 109039 | 7.42 |
| | | | | | VENDOR 01-043371 TOTALS | | 7.42 |
| 01-045198 | UNIVERSITY OF IL-GAR 1 | I-UFINL746 | 110 5241-562 | TRAVEL & TRAI: TACTICS & STRATEGY | | 109049 | 500.00 |
| | | | | | VENDOR 01-045198 TOTALS | | 500.00 |
| 01-046000 | NIEMANN FOODS INC | I-1385306 | 110 5241-319 | MISCELLANEOUS: DISTILLED WATER | | 109022 | 3.96 |
| | | | | | VENDOR 01-046000 TOTALS | | 3.96 |
| 01-049003 | XEROX CORPORATION | I-057517160 | 110 5241-814 | PRINT/COPY MA: COPIER YHT-189240 | | 109056 | 18.48 |
| | | | | | VENDOR 01-049003 TOTALS | | 18.48 |
| DEPARTMENT 241 FIRE PROTECTION ADMIN. | | | | | | TOTAL: | 6,615.76 |
| 01-000218 | GORDON APPRAISAL SERVI | I-11-194-COMMERCIAL | 110 5261-577 | DEMOLITION SE: YOUNG'S RADIATOR APP | | 108972 | 650.00 |
| | | | | | VENDOR 01-000218 TOTALS | | 650.00 |
| 01-001381 | MATT FREDERICK | I-201110118063 | 110 5261-564 | PRIVATE VEHIC: MILEAGE 9/1-30 | | 108967 | 96.90 |
| 01-001381 | MATT FREDERICK | I-201110128121 | 110 5261-533 | CELLULAR PHON: OCTOBER MOBILE | | 108967 | 43.29 |
| | | | | | VENDOR 01-001381 TOTALS | | 140.19 |
| 01-002173 | STANDERFER CONSTRUCTIO | I-10031101 | 110 5261-577 | DEMOLITION SE: COST ESTIMATE-YOUNG | | 109041 | 2,456.25 |
| | | | | | VENDOR 01-002173 TOTALS | | 2,456.25 |
| 01-002532 | JOSHUA D EVANS | I-201110118064 | 110 5261-564 | PRIVATE VEHIC: MILEAGE 9/1-30 | | 108962 | 84.15 |
| 01-002532 | JOSHUA D EVANS | I-201110128120 | 110 5261-533 | CELLULAR PHON: OCTOBER MOBILE | | 108962 | 43.29 |
| | | | | | VENDOR 01-002532 TOTALS | | 127.44 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|----------------------------------------------|------------------------|-------------------|--------------|----------------|----------------------|---------|----------|
| 01-018700 | KYLE GILL | I-201110118065 | 110 5261-564 | PRIVATE VEHIC: | MILEAGE 9/12-29 | 108971 | 47.43 |
| 01-018700 | KYLE GILL | I-201110128124 | 110 5261-533 | CELLULAR PHON: | OCTOBER MOBILE | 108971 | 50.00 |
| VENDOR 01-018700 TOTALS | | | | | | | 97.43 |
| 01-049003 | XEROX CORPORATION | I-057517241 | 110 5261-311 | OFFICE SUPPLI: | COPIER LBP-251909 | 109056 | 60.89 |
| 01-049003 | XEROX CORPORATION | I-057517242 | 110 5261-311 | OFFICE SUPPLI: | COPIER LBP-251909 | 109056 | 15.00 |
| VENDOR 01-049003 TOTALS | | | | | | | 75.89 |
| DEPARTMENT 261 CODE ENFORCEMENT ADMIN TOTAL: | | | | | | | 3,547.20 |
| 01-002602 | DEAN BARBER | I-201110128119 | 110 5310-533 | CELLULAR PHON: | OCTOBER MOBILE | 108925 | 100.00 |
| VENDOR 01-002602 TOTALS | | | | | | | 100.00 |
| 01-002663 | KEY EQUIPMENT FINANCE | I-581014526001110 | 110 5310-519 | OTHER PROFESS: | GPS | 108907 | 67.98 |
| VENDOR 01-002663 TOTALS | | | | | | | 67.98 |
| 01-010900 | D TO Z SPORTS | I-20211 | 110 5310-561 | BUSINESS MEET: | PLAQUE | 108951 | 40.00 |
| VENDOR 01-010900 TOTALS | | | | | | | 40.00 |
| 01-049003 | XEROX CORPORATION | I-057517196 | 110 5310-814 | PRINT/COPY MA: | COPIER GBP-243598 | 109056 | 295.66 |
| VENDOR 01-049003 TOTALS | | | | | | | 295.66 |
| DEPARTMENT 310 PUBLIC WORKS ADMIN TOTAL: | | | | | | | 503.64 |
| 01-000550 | ALEXANDERS AUTO PARTS | I-201110128106 | 110 5320-318 | VEHICLE PARTS: | OIL,BELTS,FUEL FILTE | 108914 | 31.29 |
| 01-000550 | ALEXANDERS AUTO PARTS | I-201110128106 | 110 5320-319 | MISCELLANEOUS: | OIL,BELTS,FUEL FILTE | 108914 | 83.76 |
| VENDOR 01-000550 TOTALS | | | | | | | 115.05 |
| 01-001001 | NE-CO ASPHALT CO., INC | I-45246 | 110 5320-359 | OTHER STREET : | ASPHALT | 109017 | 1,200.00 |
| VENDOR 01-001001 TOTALS | | | | | | | 1,200.00 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|-------------------------------------|-------------|---------|--------|
| 01-001070 | AMEREN ILLINOIS | I-201110128100 | 110 5320-321 | NATURAL GAS &: 212 N 12TH | | 108918 | 84.40 |
| 01-001070 | AMEREN ILLINOIS | I-201110128107 | 110 5320-321 | NATURAL GAS &: ADD'L CURRENT | | 108918 | 183.94 |
| 01-001070 | AMEREN ILLINOIS | I-201110138154 | 110 5320-321 | NATURAL GAS &: 212 N 12TH | | 108919 | 32.00 |
| | | | | VENDOR 01-001070 | TOTALS | | 300.34 |
| 01-002211 | BRANDON BURKYBILE | I-201110128126 | 110 5320-533 | CELLULAR PHON: NOVEMBER 10-OCTOBER | | 108934 | 575.00 |
| | | | | VENDOR 01-002211 | TOTALS | | 575.00 |
| 01-002294 | TRUCK CENTERS, INC. | I-F12001704501 | 110 5320-318 | VEHICLE PARTS: RADIATOR | | 109047 | 48.97 |
| | | | | VENDOR 01-002294 | TOTALS | | 48.97 |
| 01-002414 | CCI REDIMIX | I-270917 | 110 5320-359 | OTHER STREET : CCI REDIMIX | | 108938 | 396.00 |
| 01-002414 | CCI REDIMIX | I-270966 | 110 5320-359 | OTHER STREET : CCI REDIMIX | | 108938 | 220.00 |
| | | | | VENDOR 01-002414 | TOTALS | | 616.00 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12139 | 110 5320-434 | REPAIR OF VEH: REPAIR 86 CHEVY | | 109008 | 101.49 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12149 | 110 5320-434 | REPAIR OF VEH: REPAIR #522 | | 109008 | 290.78 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12604 | 110 5320-433 | REPAIR OF MAC: REPAIR TRAILER | | 109008 | 224.00 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12645 | 110 5320-434 | REPAIR OF VEH: REPAIRS #507 | | 109008 | 66.23 |
| | | | | VENDOR 01-002559 | TOTALS | | 682.50 |
| 01-002753 | MONROE TRUCK EQUIPMENT | I-5199216 | 110 5320-316 | TOOLS AND EQU: HOIST | | 109013 | 138.67 |
| | | | | VENDOR 01-002753 | TOTALS | | 138.67 |
| 01-002958 | BATTERY SPECIALISTS, I | I-98906 | 110 5320-318 | VEHICLE PARTS: BATTERY SPECIALISTS, | | 108927 | 18.30 |
| 01-002958 | BATTERY SPECIALISTS, I | I-99099 | 110 5320-318 | VEHICLE PARTS: BATTERY SPECIALISTS, | | 108927 | 49.97 |
| | | | | VENDOR 01-002958 | TOTALS | | 68.27 |
| 01-003095 | CARQUEST AUTO PARTS ST | I-201110138150 | 110 5320-562 | TRAVEL & TRAI: TRAINING,PARTS | | 108935 | 59.00 |
| 01-003095 | CARQUEST AUTO PARTS ST | I-201110138150 | 110 5320-318 | VEHICLE PARTS: TRAINING,PARTS | | 108935 | 34.68 |
| | | | | VENDOR 01-003095 | TOTALS | | 93.68 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|------------------------------------|-------------------------|---------|----------|
| 01-007890 | DUST & SON OF COLES CO | I-4-313135 | 110 5320-319 | MISCELLANEOUS: OIL | | 108957 | 53.84 |
| | | | | | VENDOR 01-007890 TOTALS | | 53.84 |
| 01-009075 | CUSD #2 TRANSPORTATION | I-201110128081 | 110 5320-433 | REPAIR OF MAC: GAS PUMP REPAIR | | 108949 | 1,327.50 |
| 01-009075 | CUSD #2 TRANSPORTATION | I-201110138158 | 110 5320-326 | FUEL : FUEL PUBLIC WORKS 9/ | | 108949 | 3,804.05 |
| | | | | | VENDOR 01-009075 TOTALS | | 5,131.55 |
| 01-009870 | COX MOTORS | I-84716 | 110 5320-434 | REPAIR OF VEH: SAFETY TEST | | 108948 | 27.00 |
| | | | | | VENDOR 01-009870 TOTALS | | 27.00 |
| 01-011875 | DENNING AUTOMOTIVE | I-201110128105 | 110 5320-434 | REPAIR OF VEH: TRUCK 536 REPAIRS | | 108954 | 402.92 |
| | | | | | VENDOR 01-011875 TOTALS | | 402.92 |
| 01-014405 | EFFINGHAM TRUCK SALES | I-AI81880 | 110 5320-318 | VEHICLE PARTS: BUMPER | | 108959 | 20.63 |
| 01-014405 | EFFINGHAM TRUCK SALES | I-AI82975 | 110 5320-318 | VEHICLE PARTS: LIGHT, PUMP, GASKET | | 108959 | 55.01 |
| 01-014405 | EFFINGHAM TRUCK SALES | I-AI83012 | 110 5320-318 | VEHICLE PARTS: PUMP | | 108959 | 88.81 |
| 01-014405 | EFFINGHAM TRUCK SALES | I-AI83015 | 110 5320-318 | VEHICLE PARTS: PEDESTAL | | 108959 | 31.39 |
| | | | | | VENDOR 01-014405 TOTALS | | 195.84 |
| 01-016000 | JOHN DEERE FINANCIAL | I-D43361 | 110 5320-316 | TOOLS AND EQU: HANDLE | | 108893 | 10.99 |
| 01-016000 | JOHN DEERE FINANCIAL | I-D55866 | 110 5320-316 | TOOLS AND EQU: ANVIL, SAW KIT | | 108893 | 26.98 |
| 01-016000 | JOHN DEERE FINANCIAL | I-D57047 | 110 5320-316 | TOOLS AND EQU: CHAIN | | 108893 | 55.32 |
| 01-016000 | JOHN DEERE FINANCIAL | I-D59813 | 110 5320-319 | MISCELLANEOUS: BRUSH, CHAIN | | 108893 | 65.78 |
| | | | | | VENDOR 01-016000 TOTALS | | 159.07 |
| 01-016140 | FASTENAL COMPANY | I-ILMAT88950 | 110 5320-319 | MISCELLANEOUS: CABLE TIES | | 108964 | 22.40 |
| 01-016140 | FASTENAL COMPANY | I-ILMAT88998 | 110 5320-316 | TOOLS AND EQU: FASTENAL COMPANY | | 108964 | 23.66 |
| | | | | | VENDOR 01-016140 TOTALS | | 46.06 |
| 01-018100 | GANO WELDING SUPPLIES | I-178136 | 110 5320-319 | MISCELLANEOUS: WELDING SUPPLIES | | 108969 | 58.83 |
| 01-018100 | GANO WELDING SUPPLIES | I-861900 | 110 5320-440 | RENTALS : WELDING SUPPLIES | | 108969 | 45.00 |
| | | | | | VENDOR 01-018100 TOTALS | | 103.83 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|------------------------|-------------------------|---------|-----------|
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24634 | 110 5320-440 | RENTALS | : SEMI TRUCK RENTAL | 108941 | 1,623.53 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24678 | 110 5320-440 | RENTALS | : SEMI TRAILER & TANDE | 108941 | 1,514.16 |
| | | | | | VENDOR 01-021402 TOTALS | | 3,137.69 |
| 01-023800 | CONSOLIDATED COMMUNICA | I-201110138152 | 110 5320-532 | TELEPHONE | : 101-0873 | 108947 | 88.17 |
| | | | | | VENDOR 01-023800 TOTALS | | 88.17 |
| 01-030000 | KULL LUMBER CO | I-201110118041 | 110 5320-316 | TOOLS AND EQU: | RAKE,OSB,SHOVEL,LEVE | 108997 | 9.99 |
| 01-030000 | KULL LUMBER CO | I-201110138160 | 110 5320-434 | REPAIR OF VEH: | CAULK GUN,STARTER FL | 108997 | 8.28 |
| | | | | | VENDOR 01-030000 TOTALS | | 18.27 |
| 01-032980 | FRED THROM | I-9859 | 110 5320-319 | MISCELLANEOUS: | LINE HEAD | 109006 | 28.00 |
| | | | | | VENDOR 01-032980 TOTALS | | 28.00 |
| 01-035050 | METZGER WELDING SERVIC | I-201110138157 | 110 5320-316 | TOOLS AND EQU: | HITCH BAR REDUCER | 109010 | 44.50 |
| | | | | | VENDOR 01-035050 TOTALS | | 44.50 |
| 01-036600 | NEAL TIRE SERVICE | I-201110128101 | 110 5320-433 | REPAIR OF MAC: | TIRE REPAIRS | 109019 | 121.00 |
| | | | | | VENDOR 01-036600 TOTALS | | 121.00 |
| 01-038375 | DAN PILSON AUTO CENTER | I-140133 | 110 5320-318 | VEHICLE PARTS: | LAMP ASSEMBLY | 108952 | 7.58 |
| | | | | | VENDOR 01-038375 TOTALS | | 7.58 |
| 01-041000 | SECRETARY OF STATE | I-201110148173 | 110 5320-319 | MISCELLANEOUS: | DUPLICATE TITLE | 108909 | 95.00 |
| | | | | | VENDOR 01-041000 TOTALS | | 95.00 |
| | | | | DEPARTMENT 320 STREETS | TOTAL: | | 13,498.80 |
| 01-000550 | ALEXANDERS AUTO PARTS | I-201110128106 | 110 5331-318 | VEHICLE PARTS: | OIL,BELTS,FUEL FILTE | 108914 | 89.20 |
| | | | | | VENDOR 01-000550 TOTALS | | 89.20 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|-------------------------------------|---------------------------|---------|----------|
| 01-003095 | CARQUEST AUTO PARTS ST | I-201110138150 | 110 5331-318 | VEHICLE PARTS: TRAINING, PARTS | | 108935 | 45.25 |
| | | | | | | | 45.25 |
| | | | | VENDOR 01-003095 | TOTALS | | 45.25 |
| 01-014405 | EFFINGHAM TRUCK SALES | I-AW16622 | 110 5331-318 | VEHICLE PARTS: REPAIRS #572 | | 108959 | 727.94 |
| | | | | | | | 727.94 |
| | | | | VENDOR 01-014405 | TOTALS | | 727.94 |
| 01-048642 | WOODY'S MUNICIPAL SUPP | I-34801 | 110 5331-318 | VEHICLE PARTS: REGULATOR | | 109054 | 109.39 |
| | | | | | | | 109.39 |
| | | | | VENDOR 01-048642 | TOTALS | | 109.39 |
| | | | | DEPARTMENT 331 | STREET CLEANING | TOTAL: | 971.78 |
| 01-002958 | BATTERY SPECIALISTS, I | I-98576 | 110 5335-318 | VEHICLE PARTS: BATTERY SPECIALISTS, | | 108927 | 265.00 |
| | | | | | | | 265.00 |
| | | | | VENDOR 01-002958 | TOTALS | | 265.00 |
| | | | | DEPARTMENT 335 | YARD WASTE COLLECTION | TOTAL: | 265.00 |
| 01-039210 | VEOLIA ES SOLID WASTE | I-F50000265934 | 110 5338-421 | DISPOSAL SERV: CITY TRASH | | 108910 | 972.95 |
| 01-039210 | VEOLIA ES SOLID WASTE | I-F50000266281 | 110 5338-421 | DISPOSAL SERV: CITY TRASH | | 108910 | 1,135.35 |
| | | | | | | | 2,108.30 |
| | | | | VENDOR 01-039210 | TOTALS | | 2,108.30 |
| | | | | DEPARTMENT 338 | REFUSE COLLECT & DISPOSAL | TOTAL: | 2,108.30 |
| 01-000002 | RAPID REPRODUCTIONS IN | I-01262 | 110 5370-319 | MISCELLANEOUS: FIELD BOOKS | | 109030 | 67.22 |
| 01-000002 | RAPID REPRODUCTIONS IN | I-01386 | 110 5370-319 | MISCELLANEOUS: RAPID REPRODUCTIONS | | 109030 | 309.69 |
| | | | | | | | 376.91 |
| | | | | VENDOR 01-000002 | TOTALS | | 376.91 |
| 01-002958 | BATTERY SPECIALISTS, I | I-99234 | 110 5370-319 | MISCELLANEOUS: BATTERY SPECIALISTS, | | 108927 | 23.95 |
| | | | | | | | 23.95 |
| | | | | VENDOR 01-002958 | TOTALS | | 23.95 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 370 ENGINEERING

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------------------------------|--------------------|----------------|--------------|--------------------------------------|-------------|---------|----------|
| 01-030000 | KULL LUMBER CO | I-201110138160 | 110 5370-316 | TOOLS & EQUIP: CAULK GUN, STARTER FL | 108997 | | 7.99 |
| | | | | VENDOR 01-030000 | TOTALS | | 7.99 |
| 01-030021 | L & S SAFETY | I-2011-4277 | 110 5370-319 | MISCELLANEOUS: FIRST AID KIT | 108998 | | 17.99 |
| | | | | VENDOR 01-030021 | TOTALS | | 17.99 |
| 01-038082 | PELICAN SIGNS | I-4545 | 110 5370-319 | MISCELLANEOUS: SIGNS FOR TRUCK | 109026 | | 75.00 |
| | | | | VENDOR 01-038082 | TOTALS | | 75.00 |
| DEPARTMENT 370 ENGINEERING | | | | | | TOTAL: | 501.84 |
| 01-001070 | AMEREN ILLINOIS | I-201110128107 | 110 5381-321 | NATURAL GAS &: ADD'L CURRENT | 108918 | | 811.93 |
| 01-001070 | AMEREN ILLINOIS | I-201110128132 | 110 5381-321 | NATURAL GAS &: 208 N 19TH | 108919 | | 142.12 |
| | | | | VENDOR 01-001070 | TOTALS | | 954.05 |
| 01-031000 | LORENZ SUPPLY CO. | I-280509 | 110 5381-312 | CLEANING SUPP: MATS | 109002 | | 290.10 |
| 01-031000 | LORENZ SUPPLY CO. | I-281083 | 110 5381-312 | CLEANING SUPP: SOAP DISPENSER, DISH | 109002 | | 48.99 |
| | | | | VENDOR 01-031000 | TOTALS | | 339.09 |
| 01-033800 | MATTOON WATER DEPT | I-201110128131 | 110 5381-410 | UTILITY SERVI: 208 N 19TH | 000000 | | 246.35 |
| | | | | VENDOR 01-033800 | TOTALS | | 246.35 |
| DEPARTMENT 381 CUSTODIAL SERVICES | | | | | | TOTAL: | 1,539.49 |
| 01-001070 | AMEREN ILLINOIS | I-201110128107 | 110 5383-321 | NATURAL GAS &: ADD'L CURRENT | 108918 | | 277.07 |
| | | | | VENDOR 01-001070 | TOTALS | | 277.07 |
| 01-044325 | TERMINIX | I-361200 | 110 5383-460 | OTHER PROP MA: PEST CONTROL | 109045 | | 65.00 |
| | | | | VENDOR 01-044325 | TOTALS | | 65.00 |
| DEPARTMENT 383 BURGESS OSBORNE | | | | | | TOTAL: | 342.07 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 384 RAILROAD DEPOT

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|-------------------------------------|-------------------------|---------|-----------|
| 01-000061 | HOME DEPOT | I-5036847 | 110 5384-319 | MISCELLANEOUS: DEPOT SIGNS | | 108892 | 63.02 |
| | | | | | VENDOR 01-000061 TOTALS | | 63.02 |
| 01-001070 | AMEREN ILLINOIS | I-201110128079 | 110 5384-321 | NATURAL GAS &: 1718 B'DWAY UNIT B | | 108916 | 38.58 |
| 01-001070 | AMEREN ILLINOIS | I-201110128080 | 110 5384-321 | NATURAL GAS &: 1718 B'DWAY UNIT C | | 108916 | 58.52 |
| | | | | | VENDOR 01-001070 TOTALS | | 97.10 |
| 01-002751 | CANADIAN NATIONAL RAIL | I-201110078020 | 110 5384-460 | OTHER PROP MA: ACCESS PERMIT | | 108887 | 750.00 |
| | | | | | VENDOR 01-002751 TOTALS | | 750.00 |
| 01-030000 | KULL LUMBER CO | I-201110138167 | 110 5384-319 | MISCELLANEOUS: CONCRETE MIX,BOLTS,L | | 108997 | 22.88 |
| | | | | | VENDOR 01-030000 TOTALS | | 22.88 |
| | | | | DEPARTMENT 384 RAILROAD DEPOT | TOTAL: | | 933.00 |
| 01-008100 | COLES CO COUNCIL ON AG | I-201110128137 | 110 5421-825 | GRANTS : 1/2 ALLOCATION | | 108943 | 16,500.00 |
| | | | | | VENDOR 01-008100 TOTALS | | 16,500.00 |
| | | | | DEPARTMENT 421 COUNCIL ON AGING | TOTAL: | | 16,500.00 |
| 01-002122 | JUSTIN GRADY | I-201110138146 | 110 5505-579 | MISC OTHER PU: TRAVEL REIMBURSEMENT | | 108973 | 300.00 |
| | | | | | VENDOR 01-002122 TOTALS | | 300.00 |
| | | | | DEPARTMENT 505 ARTS COUNCIL | TOTAL: | | 300.00 |
| 01-000550 | ALEXANDERS AUTO PARTS | I-201110128133 | 110 5511-433 | REPAIR OF MAC: MOWER OIL | | 108914 | 45.48 |
| | | | | | VENDOR 01-000550 TOTALS | | 45.48 |
| 01-001135 | BEACON ATHLETICS | I-0414592-IN | 110 5511-825 | TOURISM GRANT: BACKSTOP NETTING | | 108928 | 788.00 |
| | | | | | VENDOR 01-001135 TOTALS | | 788.00 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 511 PARK ADMINISTRATION

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|------------------------------------|------------------------|----------------|--------------|----------------|----------------------|---------|----------|
| 01-002958 | BATTERY SPECIALISTS, I | I-98991 | 110 5511-433 | REPAIR OF MAC: | TRACTOR BATTERY | 108927 | 28.00 |
| VENDOR 01-002958 TOTALS | | | | | | | 28.00 |
| 01-003206 | BIRKEYS | I-P32569 | 110 5511-433 | REPAIR OF MAC: | WEEDEATER REPAIRS | 108931 | 21.99 |
| 01-003206 | BIRKEYS | I-P32764 | 110 5511-433 | REPAIR OF MAC: | SKID STEER COUPLERS | 108931 | 73.40 |
| 01-003206 | BIRKEYS | I-P33185 | 110 5511-433 | REPAIR OF MAC: | SKID STEER REPAIRS | 108931 | 37.39 |
| 01-003206 | BIRKEYS | I-W06700 | 110 5511-433 | REPAIR OF MAC: | EXMARK REPAIRS | 108931 | 101.22 |
| 01-003206 | BIRKEYS | I-W06760 | 110 5511-433 | REPAIR OF MAC: | SLIT SEEDER | 108931 | 1,363.65 |
| VENDOR 01-003206 TOTALS | | | | | | | 1,597.65 |
| 01-009075 | CUSD #2 TRANSPORTATION | I-201110138168 | 110 5511-326 | FUEL | : FUEL PARK 9/11 | 108949 | 1,017.48 |
| VENDOR 01-009075 TOTALS | | | | | | | 1,017.48 |
| 01-030000 | KULL LUMBER CO | I-201110138167 | 110 5511-433 | REPAIR OF MAC: | CONCRETE MIX,BOLTS,L | 108997 | 4.40 |
| VENDOR 01-030000 TOTALS | | | | | | | 4.40 |
| 01-037050 | NIEMEYER REPAIR SERVIC | I-40189 | 110 5511-433 | REPAIR OF MAC: | FUEL FILTER | 109023 | 3.90 |
| 01-037050 | NIEMEYER REPAIR SERVIC | I-40254 | 110 5511-433 | REPAIR OF MAC: | TRACTOR REPAIRS | 109023 | 253.89 |
| VENDOR 01-037050 TOTALS | | | | | | | 257.79 |
| 01-040451 | S & S SERVICE CO | I-51099 | 110 5511-434 | REPAIR OF VEH: | TRUCK REPAIRS | 109032 | 861.96 |
| VENDOR 01-040451 TOTALS | | | | | | | 861.96 |
| DEPARTMENT 511 PARK ADMINISTRATION | | | | | | TOTAL: | 4,600.76 |

| | | | | | | | |
|-------------------------|------------------------|----------------|--------------|----------------|----------------------|--------|--------|
| 01-002958 | BATTERY SPECIALISTS, I | I-98613 | 110 5512-433 | REPAIR OF MAC: | BATTERIES | 108927 | 63.75 |
| 01-002958 | BATTERY SPECIALISTS, I | I-98679 | 110 5512-433 | REPAIR OF MAC: | BATTERY SPECIALISTS, | 108927 | 12.50 |
| VENDOR 01-002958 TOTALS | | | | | | | 76.25 |
| 01-009075 | CUSD #2 TRANSPORTATION | I-201110138168 | 110 5512-326 | FUEL | : FUEL PARK 9/11 | 108949 | 159.17 |
| VENDOR 01-009075 TOTALS | | | | | | | 159.17 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 512 LAKE ADMINISTRATION

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|------------------------------------|------------------------|----------------|--------------|----------------|-------------------------|---------|--------|
| 01-024060 | IL DEPT OF NATURAL RES | I-201110128071 | 110 5512-802 | HUNTING/FISHI: | 9-27/10-3 LAKE HUNT/ | 000000 | 104.25 |
| | | | | | VENDOR 01-024060 TOTALS | | 104.25 |
| DEPARTMENT 512 LAKE ADMINISTRATION | | | | | | TOTAL: | 339.67 |
| 01-001070 | AMEREN ILLINOIS | I-201110128134 | 110 5521-321 | NATURAL GAS &: | 500 B'DWAY | 108919 | 86.80 |
| | | | | | VENDOR 01-001070 TOTALS | | 86.80 |
| 01-009093 | CONNOR CO | I-S4989681.001 | 110 5521-432 | REPAIR OF BUI: | WAX RING | 108946 | 5.73 |
| | | | | | VENDOR 01-009093 TOTALS | | 5.73 |
| 01-020803 | HARRELSON PLUMBING & H | I-15114 | 110 5521-432 | REPAIR OF BUI: | REPAIR 2 STOOLS | 108978 | 105.00 |
| | | | | | VENDOR 01-020803 TOTALS | | 105.00 |
| DEPARTMENT 521 DEMARS CENTER | | | | | | TOTAL: | 197.53 |
| 01-000248 | MORTON BUILDINGS, INC. | I-201110148170 | 110 5541-432 | REPAIR OF BUI: | DOWNSPOUT | 108908 | 60.00 |
| | | | | | VENDOR 01-000248 TOTALS | | 60.00 |
| 01-001070 | AMEREN ILLINOIS | I-201110078022 | 110 5541-321 | NATURAL GAS &: | 500 B'DWAY | 108886 | 89.98 |
| 01-001070 | AMEREN ILLINOIS | I-201110128107 | 110 5541-321 | NATURAL GAS &: | ADD'L CURRENT | 108918 | 84.13 |
| 01-001070 | AMEREN ILLINOIS | I-201110128128 | 110 5541-321 | NATURAL GAS &: | 500 B'DWAY | 108918 | 148.03 |
| 01-001070 | AMEREN ILLINOIS | I-201110128129 | 110 5541-321 | NATURAL GAS &: | 500 B'DWAY | 108918 | 30.59 |
| 01-001070 | AMEREN ILLINOIS | I-201110128130 | 110 5541-321 | NATURAL GAS &: | 500 B'DWAY | 108918 | 66.13 |
| | | | | | VENDOR 01-001070 TOTALS | | 418.86 |
| 01-007100 | CCP | I-IN00766690 | 110 5541-321 | NATURAL GAS &: | SHOP TOWELS | 108939 | 284.82 |
| | | | | | VENDOR 01-007100 TOTALS | | 284.82 |
| 01-031000 | LORENZ SUPPLY CO. | I-281037 | 110 5541-321 | NATURAL GAS &: | LINERS | 109002 | 110.80 |
| | | | | | VENDOR 01-031000 TOTALS | | 110.80 |
| DEPARTMENT 541 PETERSON PARK | | | | | | TOTAL: | 874.48 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 542 LAWSON PARK

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|-------------------------------------|-------------------------------|---------|----------|
| 01-001070 | AMEREN ILLINOIS | I-201110128135 | 110 5542-321 | NATURAL GAS & | 632 S 14TH | 108919 | 52.57 |
| | | | | | VENDOR 01-001070 TOTALS | | 52.57 |
| 01-030000 | KULL LUMBER CO | I-201110138167 | 110 5542-319 | MISCELLANEOUS: CONCRETE MIX,BOLTS,L | 108997 | | 22.48 |
| | | | | | VENDOR 01-030000 TOTALS | | 22.48 |
| 01-035154 | MID-ILLINOIS CONCRETE | I-117226 | 110 5542-319 | MISCELLANEOUS: SIDEWALK CLEANER | 109011 | | 55.50 |
| | | | | | VENDOR 01-035154 TOTALS | | 55.50 |
| | | | | DEPARTMENT 542 LAWSON PARK | TOTAL: | | 130.55 |
| 01-001383 | STARK MATERIALS, INC. | I-24149 | 110 5553-424 | LAWN CARE | : STARK MATERIALS, INC 109042 | | 1,035.50 |
| | | | | | VENDOR 01-001383 TOTALS | | 1,035.50 |
| 01-001744 | HELENA CHEMICAL COMPAN | I-87886632 | 110 5553-424 | LAWN CARE | : CHEMICALS 108982 | | 315.05 |
| | | | | | VENDOR 01-001744 TOTALS | | 315.05 |
| | | | | DEPARTMENT 553 JR FOOTBALL COMPLEX | TOTAL: | | 1,350.55 |
| 01-001070 | AMEREN ILLINOIS | I-201110128089 | 110 5555-321 | NATURAL GAS & | : 1 S 22ND 108917 | | 60.57 |
| 01-001070 | AMEREN ILLINOIS | I-201110138143 | 110 5555-321 | NATURAL GAS & | : S 22ND FIELD HS 108919 | | 40.67 |
| | | | | | VENDOR 01-001070 TOTALS | | 101.24 |
| | | | | DEPARTMENT 555 KINZEL FIELD | TOTAL: | | 101.24 |
| 01-009093 | CONNOR CO | I-84832427.001 | 110 5556-319 | MISCELLANEOUS: URINAL REPAIRS | 108946 | | 177.53 |
| | | | | | VENDOR 01-009093 TOTALS | | 177.53 |
| | | | | DEPARTMENT 556 T-BALL COMPLEX | TOTAL: | | 177.53 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 561 EAST CAMPGROUND

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|--------------------------------|------------------------|----------------|--------------|----------------|-----------------|-------------------------|----------|
| 01-030065 | LAKE MATTOON PUBLIC WA | I-201110078025 | 110 5561-410 | UTILITY SERVI: | CAMPGROUND EAST | 108894 | 301.20 |
| | | | | | | VENDOR 01-030065 TOTALS | 301.20 |
| 01-041755 | SHELBY ELECTRIC COOPER | I-201110078016 | 110 5561-322 | ELECTRICITY : | HUFFMANS | 108895 | 320.16 |
| 01-041755 | SHELBY ELECTRIC COOPER | I-201110078017 | 110 5561-322 | ELECTRICITY : | NEW TRF | 108895 | 404.46 |
| 01-041755 | SHELBY ELECTRIC COOPER | I-201110078018 | 110 5561-322 | ELECTRICITY : | HUFFMANS | 108895 | 637.60 |
| | | | | | | VENDOR 01-041755 TOTALS | 1,362.22 |
| DEPARTMENT 561 EAST CAMPGROUND | | | | | | TOTAL: | 1,663.42 |
| 01-030065 | LAKE MATTOON PUBLIC WA | I-201110078024 | 110 5562-410 | UTILITY SERVI: | CAMPGROUND WEST | 108894 | 403.80 |
| | | | | | | VENDOR 01-030065 TOTALS | 403.80 |
| 01-041755 | SHELBY ELECTRIC COOPER | I-201110078013 | 110 5562-322 | ELECTRICITY : | CAMPGROUND | 108895 | 1,839.85 |
| | | | | | | VENDOR 01-041755 TOTALS | 1,839.85 |
| DEPARTMENT 562 WEST CAMPGROUND | | | | | | TOTAL: | 2,243.65 |
| 01-000481 | PANA BAIT CO | I-2580768 | 110 5563-317 | CONCESSION & : | CONCESSIONS | 109025 | 287.35 |
| 01-000481 | PANA BAIT CO | I-2580911 | 110 5563-317 | CONCESSION & : | CONCESSIONS | 109025 | 413.30 |
| 01-000481 | PANA BAIT CO | I-2581032 | 110 5563-317 | CONCESSION & : | CONCESSIONS | 109025 | 276.80 |
| 01-000481 | PANA BAIT CO | I-2581193 | 110 5563-317 | CONCESSION & : | CONCESSIONS | 109025 | 266.70 |
| | | | | | | VENDOR 01-000481 TOTALS | 1,244.15 |
| 01-012025 | DETECTION SECURITY CO | I-115416 | 110 5563-576 | SECURITY SERV: | MARINA SECURITY | 108955 | 45.00 |
| | | | | | | VENDOR 01-012025 TOTALS | 45.00 |
| 01-030065 | LAKE MATTOON PUBLIC WA | I-201110078027 | 110 5563-410 | UTILITY SERVI: | MARINA | 108894 | 115.20 |
| | | | | | | VENDOR 01-030065 TOTALS | 115.20 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 563 MARINA AREA

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-------------------------|---------------------------------------|--------|--------------|-------------|-------------|---------|--------|
| 01-041755 | SHELBY ELECTRIC COOPER I-201110078014 | | 110 5563-322 | ELECTRICITY | : MARINA | 108895 | 229.82 |
| 01-041755 | SHELBY ELECTRIC COOPER I-201110078015 | | 110 5563-322 | ELECTRICITY | : RESTROOMS | 108895 | 88.84 |
| VENDOR 01-041755 TOTALS | | | | | | | 318.66 |

DEPARTMENT 563 MARINA AREA TOTAL: 1,723.01

| | | | | | | | |
|-------------------------|---------------------------------------|--|--------------|----------------|-------|--------|-------|
| 01-030065 | LAKE MATTOON PUBLIC WA I-201110078026 | | 110 5564-410 | UTILITY SERVI: | BEACH | 108894 | 13.20 |
| VENDOR 01-030065 TOTALS | | | | | | | 13.20 |

| | | | | | | | |
|-------------------------|---------------------------------------|--|--------------|-------------|---------|--------|--------|
| 01-041755 | SHELBY ELECTRIC COOPER I-201110078012 | | 110 5564-322 | ELECTRICITY | : BEACH | 108895 | 102.85 |
| VENDOR 01-041755 TOTALS | | | | | | | 102.85 |

DEPARTMENT 564 BEACH AREA TOTAL: 116.05

| | | | | | | | |
|-------------------------|--------------------------------|--|--------------|-----------|--------------|--------|--------|
| 01-001070 | AMEREN ILLINOIS I-201110138149 | | 110 5570-321 | UTILITIES | : 917 N 22ND | 108919 | 105.37 |
| VENDOR 01-001070 TOTALS | | | | | | | 105.37 |

| | | | | | | | |
|-------------------------|---------------------------------------|--|--------------|------|------------------------|--------|-------|
| 01-009075 | CUSD #2 TRANSPORTATION I-201110128084 | | 110 5570-326 | FUEL | : FUEL 9/11 DODGE GROV | 108949 | 74.84 |
| VENDOR 01-009075 TOTALS | | | | | | | 74.84 |

| | | | | | | | |
|-------------------------|---------------------------------------|--|--------------|-----------|------------|--------|--------|
| 01-023800 | CONSOLIDATED COMMUNICA I-201110078019 | | 110 5570-321 | UTILITIES | : 234-2055 | 108889 | 118.72 |
| VENDOR 01-023800 TOTALS | | | | | | | 118.72 |

| | | | | | | | |
|-------------------------|---------------------------------------|--|--------------|----------|----------------------|--------|--------|
| 01-033200 | MATTOON PRINTING CENTE I-201110128110 | | 110 5570-311 | SUPPLIES | : LOT REGISTER CARDS | 109007 | 75.00 |
| 01-033200 | MATTOON PRINTING CENTE I-201110138148 | | 110 5570-311 | SUPPLIES | : ENVELOPES | 109007 | 49.50 |
| VENDOR 01-033200 TOTALS | | | | | | | 124.50 |

| | | | | | | | |
|-------------------------|-----------------------------------|--|--------------|-----------|--------------|--------|-------|
| 01-033800 | MATTOON WATER DEPT I-201110118055 | | 110 5570-321 | UTILITIES | : N 19TH | 000000 | 6.59 |
| 01-033800 | MATTOON WATER DEPT I-201110118067 | | 110 5570-321 | UTILITIES | : 917 N 22ND | 000000 | 72.36 |
| VENDOR 01-033800 TOTALS | | | | | | | 78.95 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|----------------|----------------|--------------------------------------------|------------|
| 01-037050 | NIEMEYER REPAIR SERVIC | I-40428 | 110 5570-433 | REPAIR OF MAC: | TIRE REPAIRS | 109023 | 66.37 |
| | | | | | | VENDOR 01-037050 TOTALS | 66.37 |
| | | | | | | DEPARTMENT 570 DODGE GROVE CEMETERY TOTAL: | 568.75 |
| 01-008801 | COLES TOGETHER | I-201110128111 | 110 5651-571 | DUES & MEMBER: | OCTOBER PLEDGE | 108945 | 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-201110128125 | 110 5752-817 | DEBT SERVICES: | RLF PYMT | 109003 | 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: | 121,074.38 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|------------------------------------------------|-----------------------|----------------|--------------|----------------|-----------------------------|---------|----------|
| 01-000995 | MATTOON MIDDLE SCHOOL | I-201110138145 | 122 5653-572 | COMMUNITY PRO: | MURAL DEDICATION | 109005 | 100.00 |
| VENDOR 01-000995 TOTALS | | | | | | | 100.00 |
| 01-001235 | ANGELIA D BURGETT | I-201110118049 | 122 5653-562 | TRAVEL & TRAI: | MILEAGE 10/3-7 | 108933 | 132.60 |
| 01-001235 | ANGELIA D BURGETT | I-201110128123 | 122 5653-533 | CELLULAR PHON: | OCTOBER MOBILE | 108933 | 43.29 |
| VENDOR 01-001235 TOTALS | | | | | | | 175.89 |
| 01-002718 | JONATHAN LAIDACKER | I-201110138161 | 122 5653-572 | COMMUNITY PRO: | MURAL PYMT/TRAVEL EX 108999 | | 2,149.73 |
| VENDOR 01-002718 TOTALS | | | | | | | 2,149.73 |
| 01-002739 | LAKE LAND COLLEGE | I-201110138162 | 122 5653-825 | TOURISM GRANT: | GRANT | 109000 | 2,500.00 |
| VENDOR 01-002739 TOTALS | | | | | | | 2,500.00 |
| 01-002754 | TABLE TALK MARKETING | I-201110138169 | 122 5653-540 | ADVERTISING : | PLACEMAT ADVERTISING 109044 | | 220.00 |
| VENDOR 01-002754 TOTALS | | | | | | | 220.00 |
| DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL: | | | | | | | 5,145.62 |
| ----- | | | | | | | |
| VENDOR SET 122 HOTEL TAX FUND TOTAL: | | | | | | | 5,145.62 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

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

| | | | | | | | |
|-----------|----------------|----------------|--------------|----------------|----------------------|--------|--------|
| 01-030000 | KULL LUMBER CO | I-201110138167 | 123 5586-316 | TOOLS & EQUIP: | CONCRETE MIX,BOLTS,L | 108997 | 183.68 |
|-----------|----------------|----------------|--------------|----------------|----------------------|--------|--------|

| | | | | | | | | |
|--|--|--|--|--|--|------------------|--------|--------|
| | | | | | | VENDOR 01-030000 | TOTALS | 183.68 |
|--|--|--|--|--|--|------------------|--------|--------|

| | | | | | | | |
|--|--|--|--|----------------|------------|--------|--------|
| | | | | DEPARTMENT 586 | LIGHTWORKS | TOTAL: | 183.68 |
|--|--|--|--|----------------|------------|--------|--------|

| | | | | | | | |
|--|--|--|--|----------------|--------------------|--------|--------|
| | | | | VENDOR SET 123 | FESTIVAL MGMT FUND | TOTAL: | 183.68 |
|--|--|--|--|----------------|--------------------|--------|--------|

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-------------------------|------------------------|----------------|--------------|----------------|----------------------|---------|----------|
| 01-002258 | D & M ELECTRICAL | I-4117 | 125 5150-527 | SELF INSURED : | REPAIR LIGHT POLE | 108950 | 120.45 |
| VENDOR 01-002258 TOTALS | | | | | | | 120.45 |
| 01-012500 | IL DIR OF EMPLOYMENT S | I-201110118046 | 125 5150-240 | UNEMPLOYMENT : | 3RD QTR UNEMPLOY TAX | 108985 | 826.26 |
| VENDOR 01-012500 TOTALS | | | | | | | 826.26 |
| 01-013900 | D-R AUTO BODY SHOP | I-201110078023 | 125 5150-519 | OTHER PROFESS: | SQUAD REPAIRS | 108890 | 1,822.00 |
| VENDOR 01-013900 TOTALS | | | | | | | 1,822.00 |
| 01-040463 | SARAH BUSH LINCOLN HEA | I-201110118043 | 125 5150-519 | OTHER PROFESS: | DRUG SCREENS | 109034 | 345.00 |
| 01-040463 | SARAH BUSH LINCOLN HEA | I-201110118044 | 125 5150-519 | OTHER PROFESS: | VACCINES | 109034 | 164.00 |
| VENDOR 01-040463 TOTALS | | | | | | | 509.00 |

DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL: 3,277.71

VENDOR SET 125 INSURANCE & TORT JDMNT TOTAL: 3,277.71

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|---------|--------------------------|---------|-----------|
| 01-000755 | ALTORFER | I-W0020026551 | 128 5604-901 | STREETS | : ALTORFER | 108915 | 131.82 |
| | | | | | VENDOR 01-000755 TOTALS | | 131.82 |
| 01-001537 | HD SUPPLY WATERWORKS, | I-3734911 | 128 5604-901 | STREETS | : SEWER PIPE | 108979 | 1,355.90 |
| | | | | | VENDOR 01-001537 TOTALS | | 1,355.90 |
| 01-002414 | CCI REDIMIX | I-270899 | 128 5604-901 | STREETS | : CCI REDIMIX | 108938 | 338.00 |
| 01-002414 | CCI REDIMIX | I-270916 | 128 5604-901 | STREETS | : CCI REDIMIX | 108938 | 217.50 |
| 01-002414 | CCI REDIMIX | I-271011 | 128 5604-901 | STREETS | : CCI REDIMIX | 108938 | 118.00 |
| 01-002414 | CCI REDIMIX | I-271073 | 128 5604-901 | STREETS | : CCI REDIMIX | 108938 | 206.00 |
| | | | | | VENDOR 01-002414 TOTALS | | 879.50 |
| 01-002624 | IMCO PRECAST, LLC | I-2134 | 128 5604-901 | STREETS | : IMCO PRECAST, LLC | 108988 | 915.00 |
| | | | | | VENDOR 01-002624 TOTALS | | 915.00 |
| 01-016140 | FASTENAL COMPANY | I-ILMAT88907 | 128 5604-901 | STREETS | : FASTENAL COMPANY | 108964 | 16.98 |
| | | | | | VENDOR 01-016140 TOTALS | | 16.98 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24744 | 128 5604-901 | STREETS | : DRY WHITE ROCK | 108941 | 3,650.28 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24965 | 128 5604-901 | STREETS | : DRY WHITE ROCK | 108941 | 2,191.36 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-25049 | 128 5604-901 | STREETS | : DRY WHITE ROCK | 108941 | 713.07 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-25050 | 128 5604-901 | STREETS | : DRY WHITE ROCK | 108942 | 5,003.19 |
| | | | | | VENDOR 01-021402 TOTALS | | 11,557.90 |
| 01-028820 | JONES CONSTRUCTION CO | I-2485 | 128 5604-901 | STREETS | : MOVE CAT TRACKHOE | 108994 | 200.00 |
| | | | | | VENDOR 01-028820 TOTALS | | 200.00 |
| 01-030000 | KULL LUMBER CO | I-201110118041 | 128 5604-901 | STREETS | : RAKE,OSB, SHOVEL, LEVE | 108997 | 57.14 |
| | | | | | VENDOR 01-030000 TOTALS | | 57.14 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|-----------------------|----------|--------------|---------|------------------------|-------------------------|----------|
| 01-035154 | MID-ILLINOIS CONCRETE | I-117221 | 128 5604-901 | STREETS | : MID-ILLINOIS CONCRET | 109011 | 352.00 |
| 01-035154 | MID-ILLINOIS CONCRETE | I-117222 | 128 5604-901 | STREETS | : FLOWABLE FILL | 109011 | 1,440.00 |
| 01-035154 | MID-ILLINOIS CONCRETE | I-117224 | 128 5604-901 | STREETS | : 17TH & B'DWAY | 109011 | 162.00 |
| | | | | | | VENDOR 01-035154 TOTALS | 1,954.00 |

DEPARTMENT 604 MIDTOWN TIF DISTRICT TOTAL: 17,068.24

VENDOR SET 128 MIDTOWN TIF FUND TOTAL: 17,068.24

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 211 POLICE ADMINISTRATION

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|--------------------------------------|------------------------|----------------|--------------|----------------|----------------------|-------------------------|-----------------|
| 01-002750 | GRABER BUILDINGS | I-201110078028 | 130 5211-720 | POLICE BUILDI: | DOWN PYMT-STORAGE BL | 108891 | 2,000.00 |
| | | | | | | VENDOR 01-002750 TOTALS | 2,000.00 |
| DEPARTMENT 211 POLICE ADMINISTRATION | | | | | | | TOTAL: 2,000.00 |
| 01-000755 | ALTORFER | I-W0020026551 | 130 5321-730 | IMPROVEMENTS : | ALTORFER | 108915 | 131.82 |
| | | | | | | VENDOR 01-000755 TOTALS | 131.82 |
| 01-001635 | UNITED STATES TREASURY | I-1459 | 130 5321-730 | IMPROVEMENTS : | POLE LIGHTS FOR YMCA | 109004 | 643.00 |
| | | | | | | VENDOR 01-001635 TOTALS | 643.00 |
| 01-002713 | UNITED RENTALS | I-94155101-003 | 130 5321-730 | IMPROVEMENTS : | YMCA/DEPOT ALLEY | 109048 | 2,040.00 |
| 01-002713 | UNITED RENTALS | I-94155101-003 | 130 5321-730 | IMPROVEMENTS : | PROGRESS SQUARE PARK | 109048 | 2,040.00 |
| | | | | | | VENDOR 01-002713 TOTALS | 4,080.00 |
| 01-002737 | BENIACH CONSTRUCTION, | I-201110128127 | 130 5321-730 | IMPROVEMENTS : | 31ST STREET @ UNITED | 108929 | 77,742.60 |
| | | | | | | VENDOR 01-002737 TOTALS | 77,742.60 |
| 01-009093 | CONNOR CO | I-S4966388.01 | 130 5321-730 | IMPROVEMENTS : | CONNOR CO | 108946 | 38.70 |
| 01-009093 | CONNOR CO | I-S4966447.001 | 130 5321-730 | IMPROVEMENTS : | CONNOR CO | 108946 | 58.77 |
| | | | | | | VENDOR 01-009093 TOTALS | 97.47 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24163 | 130 5321-730 | IMPROVEMENTS : | FILL SAND | 108941 | 678.56 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24259 | 130 5321-730 | IMPROVEMENTS : | DRY WHITE ROCK | 108941 | 376.20 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24260 | 130 5321-730 | IMPROVEMENTS : | DRY WHITE ROCK | 108941 | 3,205.25 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24356 | 130 5321-730 | IMPROVEMENTS : | DRY WHITE ROCK | 108941 | 2,843.45 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24461 | 130 5321-730 | IMPROVEMENTS : | DRY WHITE ROCK | 108941 | 1,444.10 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24462 | 130 5321-730 | IMPROVEMENTS : | DRY WHITE ROCK | 108941 | 721.77 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24634 | 130 5321-730 | IMPROVEMENTS : | SEMI TRUCK RENTAL | 108941 | 10,174.42 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24745 | 130 5321-730 | IMPROVEMENTS : | WHITE ROCK | 108941 | 1,950.76 |
| | | | | | | VENDOR 01-021402 TOTALS | 21,394.51 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-------------------------------------|------------------------|----------------|--------------|---------------------------------------|-------------|---------|------------|
| 01-030000 | KULL LUMBER CO | I-201110118041 | 130 5321-730 | IMPROVEMENTS : RAKE,OSB, SHOVEL, LEVE | 108997 | | 106.82 |
| | | | | VENDOR 01-030000 | TOTALS | | 106.82 |
| 01-043371 | SPRINGFIELD ELECTRIC | I-S3347939.001 | 130 5321-730 | IMPROVEMENTS : BALLAST BOX | 109039 | | 900.00 |
| | | | | VENDOR 01-043371 | TOTALS | | 900.00 |
| DEPARTMENT 321 STREETS | | | | | | TOTAL: | 105,096.22 |
| 01-002705 | BEYERS CONSTRUCTION CO | I-201110128072 | 130 5328-730 | IMPROVEMENTS : SOUTHSIDE DETENTION | 108930 | | 161,540.43 |
| | | | | VENDOR 01-002705 | TOTALS | | 161,540.43 |
| DEPARTMENT 328 STORM DRAINAGE | | | | | | TOTAL: | 161,540.43 |
| 01-020663 | HANCE DESIGN GROUP | I-11093 | 130 5384-720 | IC DEPOT REST: DESIGN FOR DEPOT | 108976 | | 4,000.00 |
| | | | | VENDOR 01-020663 | TOTALS | | 4,000.00 |
| DEPARTMENT 384 RAILROAD DEPOT | | | | | | TOTAL: | 4,000.00 |
| 01-000061 | HOME DEPOT | I-2102418 | 130 5385-720 | CULTURE AND R: HOME DEPOT | 108892 | | 48.40 |
| | | | | VENDOR 01-000061 | TOTALS | | 48.40 |
| 01-029825 | KIRCHNER BUILDING CENT | I-40088909 | 130 5385-720 | CULTURE AND R: WOOD STAKE | 108995 | | 18.50 |
| | | | | VENDOR 01-029825 | TOTALS | | 18.50 |
| 01-030000 | KULL LUMBER CO | I-201110138160 | 130 5385-720 | CULTURE AND R: CAULK GUN, STARTER FL | 108997 | | 14.98 |
| 01-030000 | KULL LUMBER CO | I-201110138167 | 130 5385-720 | CULTURE AND R: CONCRETE MIX, BOLTS, L | 108997 | | 670.61 |
| | | | | VENDOR 01-030000 | TOTALS | | 685.59 |
| DEPARTMENT 385 CULTURE & RECREATION | | | | | | TOTAL: | 752.49 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 608 YMCA PARKING LOT

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|--------------------|----------------|--------------|----------------|-----------------------------|--------------------------------------------|------------|
| 01-030000 | KULL LUMBER CO | I-201110138160 | 130 5608-577 | YMCA LAND ACQ: | CAULK GUN,STARTER FL 108997 | | 3.49 |
| | | | | | | VENDOR 01-030000 TOTALS | 3.49 |
| 01-045400 | UPCHURCH GROUP INC | I-11455 | 130 5608-577 | YMCA LAND ACQ: | YMCA PARKING LOT STA 109050 | | 589.25 |
| | | | | | | VENDOR 01-045400 TOTALS | 589.25 |
| | | | | | | DEPARTMENT 608 YMCA PARKING LOT TOTAL: | 592.74 |
| | | | | | | VENDOR SET 130 CAPITAL PROJECT FUND TOTAL: | 273,981.88 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 151 SOUTH RT 45 TIF DISTRICT

DEPARTMENT: 604 SOUTH RT 45 TIF DISTRICT

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|-------------|----------------|--------------|------------|---------------------|-------------------------|----------|
| 01-002752 | DAN WORTMAN | I-201110118040 | 151 5604-825 | TIF GRANTS | : TIF GRANT PAYMENT | 109055 | 6,054.00 |
| | | | | | | VENDOR 01-002752 TOTALS | 6,054.00 |

DEPARTMENT 604 SOUTH RT 45 TIF DISTRICT TOTAL: 6,054.00

VENDOR SET 151 SOUTH RT 45 TIF DISTRICT TOTAL: 6,054.00

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|------------------------------------------------|------------------------|----------------|--------------|----------------|----------------------|-------------------------|----------|
| 01-032980 | FRED THROM | I-9879 | 211 5351-460 | OTHER PROPRT: | SHARPEN CHAIN | 109006 | 40.00 |
| | | | | | | | 40.00 |
| | | | | | | VENDOR 01-032980 TOTALS | 40.00 |
| DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL: | | | | | | | 40.00 |
| 01-000061 | HOME DEPOT | I-3034635 | 211 5353-316 | TOOLS & EQUIP: | SPRAY PAINT,BIT SET | 108892 | 36.56 |
| | | | | | | | 36.56 |
| | | | | | | VENDOR 01-000061 TOTALS | 36.56 |
| 01-000189 | BALLINGER AUTO COMPANY | I-201110128087 | 211 5353-460 | OTHER PROPRT: | CLEAN LARGE LAGOON | 108923 | 5,000.00 |
| | | | | | | | 5,000.00 |
| | | | | | | VENDOR 01-000189 TOTALS | 5,000.00 |
| 01-001070 | AMEREN ILLINOIS | I-201110128086 | 211 5353-321 | NATURAL GAS &: | LAKE MATTOON PUMP | 108916 | 2,171.60 |
| | | | | | | | 2,171.60 |
| | | | | | | VENDOR 01-001070 TOTALS | 2,171.60 |
| 01-003200 | FRED BIGGS ELECTRIC SU | I-055940 | 211 5353-378 | PLANT MTCE & : | LAMP STARTER | 108966 | 2.69 |
| | | | | | | | 2.69 |
| | | | | | | VENDOR 01-003200 TOTALS | 2.69 |
| 01-021348 | HERALD & REVIEW | I-20404301 | 211 5353-314 | CHEMICALS : | WATER TREATMENT CHEM | 108983 | 37.16 |
| | | | | | | | 37.16 |
| | | | | | | VENDOR 01-021348 TOTALS | 37.16 |
| 01-043371 | SPRINGFIELD ELECTRIC | I-S3341972.001 | 211 5353-378 | PLANT MTCE & : | BULBS | 109039 | 18.40 |
| | | | | | | | 18.40 |
| | | | | | | VENDOR 01-043371 TOTALS | 18.40 |
| 01-045171 | USA BLUEBOOK | I-500786 | 211 5353-319 | MISCELLANEOUS: | USA BLUEBOOK | 109051 | 474.83 |
| 01-045171 | USA BLUEBOOK | I-501558 | 211 5353-319 | MISCELLANEOUS: | USA BLUEBOOK | 109051 | 21.95 |
| | | | | | | | 496.78 |
| | | | | | | VENDOR 01-045171 TOTALS | 496.78 |
| 01-049003 | XEROX CORPORATION | I-057517223 | 211 5353-814 | PRINTING & CO: | COPIER YHT-189369 | 109056 | 51.50 |
| | | | | | | | 51.50 |
| | | | | | | VENDOR 01-049003 TOTALS | 51.50 |
| DEPARTMENT 353 WATER TREATMENT PLANT TOTAL: | | | | | | | 7,814.69 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|----------------|----------------------|-------------------------|--------|
| 01-001070 | AMEREN ILLINOIS | I-201110128085 | 211 5354-322 | ELECTRICITY | : 1201 MARSHALL | 108916 | 33.00 |
| 01-001070 | AMEREN ILLINOIS | I-201110128086 | 211 5354-321 | NATURAL GAS & | : 12TH ST POWER | 108916 | 70.43 |
| 01-001070 | AMEREN ILLINOIS | I-201110128086 | 211 5354-321 | NATURAL GAS & | : W 121 WATER TOWER | 108916 | 29.52 |
| 01-001070 | AMEREN ILLINOIS | I-201110128086 | 211 5354-321 | NATURAL GAS & | : EAST WATER TOWER | 108916 | 29.58 |
| 01-001070 | AMEREN ILLINOIS | I-201110128086 | 211 5354-321 | NATURAL GAS & | : 12TH ST STORAGE | 108916 | 38.83 |
| 01-001070 | AMEREN ILLINOIS | I-201110128107 | 211 5354-321 | NATURAL GAS & | : ADD'L CURRENT | 108918 | 67.83 |
| | | | | | | VENDOR 01-001070 TOTALS | 269.19 |
| 01-002294 | TRUCK CENTERS, INC. | I-F12001704501 | 211 5354-318 | VEHICLE PARTS: | RADIATOR | 109047 | 48.97 |
| | | | | | | VENDOR 01-002294 TOTALS | 48.97 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12122 | 211 5354-434 | REPAIR OF VEH: | PATCH TIRE | 109008 | 15.30 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12139 | 211 5354-434 | REPAIR OF VEH: | REPAIR 86 CHEVY | 109008 | 101.49 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12645 | 211 5354-434 | REPAIR OF VEH: | REPAIRS #507 | 109008 | 66.23 |
| | | | | | | VENDOR 01-002559 TOTALS | 183.02 |
| 01-002753 | MONROE TRUCK EQUIPMENT | I-5199216 | 211 5354-316 | TOOLS & EQUIP: | HOIST | 109013 | 138.67 |
| | | | | | | VENDOR 01-002753 TOTALS | 138.67 |
| 01-002958 | BATTERY SPECIALISTS, I | I-99099 | 211 5354-318 | VEHICLE PARTS: | BATTERY SPECIALISTS, | 108927 | 49.97 |
| | | | | | | VENDOR 01-002958 TOTALS | 49.97 |
| 01-007890 | DUST & SON OF COLES CO | I-4-313135 | 211 5354-319 | MISCELLANEOUS: | OIL | 108957 | 53.84 |
| | | | | | | VENDOR 01-007890 TOTALS | 53.84 |
| 01-011875 | DENNING AUTOMOTIVE | I-201110128105 | 211 5354-434 | REPAIR OF VEH: | TRUCK 536 REPAIRS | 108954 | 402.92 |
| | | | | | | VENDOR 01-011875 TOTALS | 402.92 |
| 01-014405 | EFFINGHAM TRUCK SALES | I-AI82975 | 211 5354-318 | VEHICLE PARTS: | LIGHT,PUMP,GASKET | 108959 | 55.01 |
| 01-014405 | EFFINGHAM TRUCK SALES | I-AI83012 | 211 5354-318 | VEHICLE PARTS: | PUMP | 108959 | 88.81 |
| | | | | | | VENDOR 01-014405 TOTALS | 143.82 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------------------------------|------------------------|----------------|--------------|---------------------|-------------------------|---------|----------|
| 01-016000 | JOHN DEERE FINANCIAL | I-D57047 | 211 5354-316 | TOOLS & EQUIP: | CHAIN | 108893 | 55.32 |
| | | | | | VENDOR 01-016000 TOTALS | | 55.32 |
| 01-016140 | FASTENAL COMPANY | I-ILMAT88723 | 211 5354-316 | TOOLS & EQUIP: | FASTENAL COMPANY | 108964 | 507.51 |
| | | | | | VENDOR 01-016140 TOTALS | | 507.51 |
| 01-018100 | GANO WELDING SUPPLIES | I-178136 | 211 5354-319 | MISCELLANEOUS: | WELDING SUPPLIES | 108969 | 58.83 |
| | | | | | VENDOR 01-018100 TOTALS | | 58.83 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24634 | 211 5354-439 | OTHER REPAIR : | SEMI TRUCK RENTAL | 108941 | 1,623.53 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24678 | 211 5354-439 | OTHER REPAIR : | SEMI TRAILER & TANDE | 108941 | 1,514.16 |
| | | | | | VENDOR 01-021402 TOTALS | | 3,137.69 |
| 01-025682 | IMCO UTILITY SUPPLY | I-1039414-01 | 211 5354-374 | SERVICE LINE : | ANGLE BALL METER VAL | 108989 | 509.47 |
| 01-025682 | IMCO UTILITY SUPPLY | I-3010311-00 | 211 5354-730 | IMPROVEMENTS : | IMCO UTILITY SUPPLY | 108989 | 358.60 |
| | | | | | VENDOR 01-025682 TOTALS | | 868.07 |
| 01-030000 | KULL LUMBER CO | I-201110118041 | 211 5354-316 | TOOLS & EQUIP: | RAKE,OSB,SHOVEL,LEVE | 108997 | 9.99 |
| | | | | | VENDOR 01-030000 TOTALS | | 9.99 |
| 01-033200 | MATTOON PRINTING CENTE | I-201110138153 | 211 5354-319 | MISCELLANEOUS: | BOIL ORDER HANGERS | 109007 | 499.68 |
| | | | | | VENDOR 01-033200 TOTALS | | 499.68 |
| DEPARTMENT 354 WATER DISTRIBUTION | | | | | | TOTAL: | 6,427.49 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12548 | 211 5355-434 | REPAIR OF VEH: #541 | OIL CHANGE | 109008 | 14.15 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12739 | 211 5355-434 | REPAIR OF VEH: #541 | REPAIR | 109008 | 106.42 |
| | | | | | VENDOR 01-002559 TOTALS | | 120.57 |

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 355 ACCOUNTING & COLLECTION

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|------------------------------------------------|------------------------|-------------------|--------------|------------------------|-------------------------|---------|-----------|
| 01-002663 | KEY EQUIPMENT FINANCE | I-581014526001110 | 211 5355-519 | OTHER PROFESS: GPS | | 108907 | 33.99 |
| | | | | | VENDOR 01-002663 TOTALS | | 33.99 |
| 01-009075 | CUSD #2 TRANSPORTATION | I-201110138158 | 211 5355-326 | FUEL | : FUEL PUBLIC WORKS 9/ | 108949 | 3,804.05 |
| | | | | | VENDOR 01-009075 TOTALS | | 3,804.05 |
| 01-049003 | XEROX CORPORATION | I-057517178 | 211 5355-814 | PRINTING/COPY: COPIER | URR-895305 | 109056 | 282.54 |
| | | | | | VENDOR 01-049003 TOTALS | | 282.54 |
| DEPARTMENT 355 ACCOUNTING & COLLECTION TOTAL: | | | | | | | 4,241.15 |
| 01-002411 | DAVE BASHAM | I-201110128114 | 211 5356-533 | CELLULAR PHON: OCTOBER | MOBILE | 108926 | 50.00 |
| | | | | | VENDOR 01-002411 TOTALS | | 50.00 |
| DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL: | | | | | | | 50.00 |
| VENDOR SET 211 WATER FUND TOTAL: | | | | | | | 18,573.33 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|-------------------------------------|-------------------------|---------|--------|
| 01-001199 | CARTER WATERS | I-30010695 | 212 5342-316 | TOOLS & EQUIP: CARTER WATERS | | 108936 | 123.41 |
| | | | | | VENDOR 01-001199 TOTALS | | 123.41 |
| 01-002294 | TRUCK CENTERS, INC. | I-F12001704501 | 212 5342-318 | VEHICLE PARTS: RADIATOR | | 109047 | 48.96 |
| | | | | | VENDOR 01-002294 TOTALS | | 48.96 |
| 01-002414 | CCI REDIMIX | I-270940 | 212 5342-319 | MISCELLANEOUS: FLOWABLE FILL | | 108938 | 432.00 |
| | | | | | VENDOR 01-002414 TOTALS | | 432.00 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12139 | 212 5342-434 | REPAIR OF VEH: REPAIR 86 CHEVY | | 109008 | 101.48 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12645 | 212 5342-434 | REPAIR OF VEH: REPAIRS #507 | | 109008 | 66.22 |
| | | | | | VENDOR 01-002559 TOTALS | | 167.70 |
| 01-002753 | MONROE TRUCK EQUIPMENT | I-5199216 | 212 5342-316 | TOOLS & EQUIP: HOIST | | 109013 | 138.66 |
| | | | | | VENDOR 01-002753 TOTALS | | 138.66 |
| 01-002958 | BATTERY SPECIALISTS, I | I-99099 | 212 5342-318 | VEHICLE PARTS: BATTERY SPECIALISTS, | | 108927 | 49.96 |
| | | | | | VENDOR 01-002958 TOTALS | | 49.96 |
| 01-007890 | DUST & SON OF COLES CO | I-4-313135 | 212 5342-319 | MISCELLANEOUS: OIL | | 108957 | 53.84 |
| | | | | | VENDOR 01-007890 TOTALS | | 53.84 |
| 01-011875 | DENNING AUTOMOTIVE | I-201110128105 | 212 5342-434 | REPAIR OF VEH: TRUCK 536 REPAIRS | | 108954 | 402.91 |
| | | | | | VENDOR 01-011875 TOTALS | | 402.91 |
| 01-014405 | EFFINGHAM TRUCK SALES | I-AI82975 | 212 5342-318 | VEHICLE PARTS: LIGHT,PUMP,GASKET | | 108959 | 55.00 |
| 01-014405 | EFFINGHAM TRUCK SALES | I-AI83012 | 212 5342-318 | VEHICLE PARTS: PUMP | | 108959 | 88.80 |
| | | | | | VENDOR 01-014405 TOTALS | | 143.80 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------------------------------------------|------------------------|----------------|--------------|----------------------------------------|-------------------------|---------|----------|
| 01-016000 | JOHN DEERE FINANCIAL | I-D57047 | 212 5342-316 | TOOLS & EQUIP: CHAIN | | 108893 | 55.32 |
| | | | | | VENDOR 01-016000 TOTALS | | 55.32 |
| 01-018100 | GANO WELDING SUPPLIES | I-178136 | 212 5342-319 | MISCELLANEOUS: WELDING SUPPLIES | | 108969 | 58.84 |
| | | | | | VENDOR 01-018100 TOTALS | | 58.84 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24555 | 212 5342-363 | BACKFILL & SU: WHITE ROCK | | 108941 | 1,814.03 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24634 | 212 5342-439 | OTHER REPAIR : SEMI TRUCK RENTAL | | 108941 | 1,623.52 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24678 | 212 5342-439 | OTHER REPAIR : SEMI TRAILER & TANDE | | 108941 | 1,514.17 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24678 | 212 5342-730 | IMPROVEMENTS : SEMI TRAILER & TANDE | | 108941 | 282.51 |
| | | | | | VENDOR 01-021402 TOTALS | | 5,234.23 |
| 01-030000 | KULL LUMBER CO | I-201110118041 | 212 5342-316 | TOOLS & EQUIP: RAKE, OSB, SHOVEL, LEVE | | 108997 | 46.97 |
| | | | | | VENDOR 01-030000 TOTALS | | 46.97 |
| 01-035154 | MID-ILLINOIS CONCRETE | I-117223 | 212 5342-363 | BACKFILL & SU: 22ND & DEWITT | | 109011 | 192.00 |
| | | | | | VENDOR 01-035154 TOTALS | | 192.00 |
| 01-045850 | AJ WALKER CONST CO | I-119685 | 212 5342-439 | OTHER REPAIR : HAULED PIPE | | 108913 | 165.00 |
| | | | | | VENDOR 01-045850 TOTALS | | 165.00 |
| DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL: | | | | | | | 7,313.60 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5343-321 | NATURAL GAS &: N 45 LIFT STA | | 108917 | 46.92 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5343-321 | NATURAL GAS &: RILEY CREEK SEWAGE | | 108917 | 743.40 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5343-321 | NATURAL GAS &: LOGAN/SHELBY SEWAGE | | 108917 | 36.86 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5343-321 | NATURAL GAS &: WILLOWSHIRE SEWAGE | | 108917 | 36.04 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5343-321 | NATURAL GAS &: 28TH LIFT STA | | 108917 | 50.01 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5343-321 | NATURAL GAS &: FAIRFIELD LIFT STA | | 108917 | 34.54 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5343-321 | NATURAL GAS &: N 19TH LIFT STA | | 108917 | 34.49 |
| 01-001070 | AMEREN ILLINOIS | I-201110128096 | 212 5343-321 | NATURAL GAS &: 4220 DEWITT LIFT STA | | 108917 | 32.81 |
| | | | | | VENDOR 01-001070 TOTALS | | 1,015.07 |
| DEPARTMENT 343 SEWER LIFT STATIONS TOTAL: | | | | | | | 1,015.07 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|----------------|----------------------|-------------------------|----------|
| 01-000818 | TOM STRONG | I-201110138138 | 212 5344-460 | OTHER PROPRT: | REIMBURSE CDL | 109043 | 50.00 |
| | | | | | | VENDOR 01-000818 TOTALS | 50.00 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5344-321 | NATURAL GAS &: | WASTE WATER PLANT | 108917 | 3,560.71 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5344-321 | NATURAL GAS &: | SAND FILTER BLDG | 108917 | 58.92 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5344-321 | NATURAL GAS &: | SEWER PLANT OFC/LAB | 108917 | 62.99 |
| 01-001070 | AMEREN ILLINOIS | I-201110128093 | 212 5344-321 | NATURAL GAS &: | SEWER PLANT SHOP | 108917 | 58.92 |
| 01-001070 | AMEREN ILLINOIS | I-201110128094 | 212 5344-321 | NATURAL GAS &: | 820 S 5TH PLACE SLUD | 108917 | 61.95 |
| 01-001070 | AMEREN ILLINOIS | I-201110128095 | 212 5344-321 | NATURAL GAS &: | 820 S 5TH DIGESTOR | 108917 | 1,652.25 |
| 01-001070 | AMEREN ILLINOIS | I-201110128097 | 212 5344-321 | NATURAL GAS &: | 820 S 5TH PLACE | 108917 | 61.95 |
| 01-001070 | AMEREN ILLINOIS | I-201110128098 | 212 5344-321 | NATURAL GAS &: | 820 S 5TH PLACE | 108918 | 80.13 |
| | | | | | | VENDOR 01-001070 TOTALS | 5,597.82 |
| 01-001166 | QUALITY CHEMICAL COMPA | I-7961 | 212 5344-314 | CHEMICALS | : KNOCK-OUT | 109027 | 769.50 |
| | | | | | | VENDOR 01-001166 TOTALS | 769.50 |
| 01-001620 | VERIZON WIRELESS | I-2634140889 | 212 5344-532 | TELEPHONE | : MOBILES | 108897 | 143.93 |
| | | | | | | VENDOR 01-001620 TOTALS | 143.93 |
| 01-002749 | SIGEL WELDING, INC. | I-13593 | 212 5344-433 | REPAIR OF MAC: | RISER & LID | 109035 | 803.00 |
| | | | | | | VENDOR 01-002749 TOTALS | 803.00 |
| 01-016140 | FASTENAL COMPANY | I-ILMAT88970 | 212 5344-433 | REPAIR OF MAC: | FASTENAL COMPANY | 108964 | 31.74 |
| 01-016140 | FASTENAL COMPANY | I-ILMAT89062 | 212 5344-433 | REPAIR OF MAC: | FASTENAL COMPANY | 108964 | 120.65 |
| | | | | | | VENDOR 01-016140 TOTALS | 152.39 |
| 01-020540 | HACH COMPANY | I-7408411 | 212 5344-319 | MISCELLANEOUS: | HACH COMPANY | 108974 | 49.18 |
| | | | | | | VENDOR 01-020540 TOTALS | 49.18 |
| 01-023500 | MOTION INDUSTRIES | I-IL64-868399 | 212 5344-433 | REPAIR OF MAC: | BELTS | 109014 | 51.67 |
| | | | | | | VENDOR 01-023500 TOTALS | 51.67 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|----------------|----------------------|-------------------------|----------|
| 01-023800 | CONSOLIDATED COMMUNICA | I-201110078029 | 212 5344-532 | TELEPHONE | : 234-3016 | 108889 | 93.75 |
| 01-023800 | CONSOLIDATED COMMUNICA | I-201110138139 | 212 5344-532 | TELEPHONE | : 101-0939 | 108947 | 88.17 |
| | | | | | | VENDOR 01-023800 TOTALS | 181.92 |
| 01-025682 | IMCO UTILITY SUPPLY | I-1039026-00 | 212 5344-433 | REPAIR OF MAC: | IMCO UTILITY SUPPLY | 108989 | 963.00 |
| 01-025682 | IMCO UTILITY SUPPLY | I-1039026-01 | 212 5344-433 | REPAIR OF MAC: | IMCO UTILITY SUPPLY | 108989 | 370.00 |
| 01-025682 | IMCO UTILITY SUPPLY | I-1039026-02 | 212 5344-433 | REPAIR OF MAC: | IMCO UTILITY SUPPLY | 108989 | 144.00 |
| 01-025682 | IMCO UTILITY SUPPLY | I-1039026-03 | 212 5344-433 | REPAIR OF MAC: | IMCO UTILITY SUPPLY | 108989 | 1,745.00 |
| | | | | | | VENDOR 01-025682 TOTALS | 3,222.00 |
| 01-026400 | INDUSTRIAL SERVICES OF | I-18757 | 212 5344-433 | REPAIR OF MAC: | CRANE SERVICE | 108991 | 250.00 |
| | | | | | | VENDOR 01-026400 TOTALS | 250.00 |
| 01-036600 | NEAL TIRE SERVICE | I-201110128092 | 212 5344-434 | REPAIR OF VEH: | TIRE REPAIRS | 109019 | 25.00 |
| | | | | | | VENDOR 01-036600 TOTALS | 25.00 |
| 01-039210 | VEOLIA ES SOLID WASTE | I-F50000266933 | 212 5344-460 | OTHER PROPRT: | SLUDGE DISPOSAL | 108896 | 77.95 |
| | | | | | | VENDOR 01-039210 TOTALS | 77.95 |
| 01-040470 | SAFETY KLEEN | I-55226890 | 212 5344-433 | REPAIR OF MAC: | SAFETY KLEEN | 109033 | 223.22 |
| | | | | | | VENDOR 01-040470 TOTALS | 223.22 |
| 01-045904 | WALKER FARMS | I-1063 | 212 5344-460 | OTHER PROPRT: | BIO-SOLIDS DISTRIBUT | 109052 | 4,185.00 |
| | | | | | | VENDOR 01-045904 TOTALS | 4,185.00 |
| 01-049003 | XEROX CORPORATION | I-057517234 | 212 5344-814 | COPY MACHINE : | COPIER LBP-271558 | 109056 | 78.95 |
| | | | | | | VENDOR 01-049003 TOTALS | 78.95 |

DEPARTMENT 344 WASTEWATER TREATMNT PLANTTOTAL: 15,861.53

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 345 ACCOUNTING & COLLECTION

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------------|--------------|-------------------------------------|------------------------|------------------------------------------------|------------|
| 01-002559 | MATTOON TIRE & AUTO CE | I-12548 | 212 5345-434 | REPAIR OF VEH: #541 | OIL CHANGE | 109008 | 14.15 |
| 01-002559 | MATTOON TIRE & AUTO CE | I-12739 | 212 5345-434 | REPAIR OF VEH: #541 | REPAIR | 109008 | 106.42 |
| | | | | | | VENDOR 01-002559 TOTALS | 120.57 |
| 01-009075 | CUSD #2 TRANSPORTATION | I-201110118042 | 212 5345-326 | FUEL | : FUEL LEGAL/FINANCE 9 | 108949 | 73.68 |
| 01-009075 | CUSD #2 TRANSPORTATION | I-201110138158 | 212 5345-326 | FUEL | : FUEL PUBLIC WORKS 9/ | 108949 | 3,804.05 |
| | | | | | | VENDOR 01-009075 TOTALS | 3,877.73 |
| 01-030000 | KULL LUMBER CO | I-201110118041 | 212 5345-319 | MISCELLANEOUS: RAKE,OSB,SHOVEL,LEVE | 108997 | | 11.99 |
| | | | | | | VENDOR 01-030000 TOTALS | 11.99 |
| 01-035266 | MIDWEST METER INC | I-0030288-IN | 212 5345-730 | IMPROVEMENTS : ORION PIT UNITS | 109012 | | 11,076.05 |
| | | | | | | VENDOR 01-035266 TOTALS | 11,076.05 |
| | | | | | | DEPARTMENT 345 ACCOUNTING & COLLECTION TOTAL: | 15,086.34 |
| 01-001072 | AMERICAN BANKERS INSUR | I-201110128090 | 212 5346-519 | OTHER PROFESS: PRIMARY PUMPING STA | 108921 | | 3,161.00 |
| 01-001072 | AMERICAN BANKERS INSUR | I-201110128091 | 212 5346-519 | OTHER PROFESS: BLOWER BLDG #4 | 108921 | | 6,642.00 |
| | | | | | | VENDOR 01-001072 TOTALS | 9,803.00 |
| 01-001236 | GLEN SLOAN | I-201110128115 | 212 5346-533 | CELLULAR PHON: OCTOBER MOBILE | 109036 | | 50.00 |
| | | | | | | VENDOR 01-001236 TOTALS | 50.00 |
| 01-001237 | MIKE NICHOLS | I-201110128112 | 212 5346-533 | CELLULAR PHON: OCTOBER MOBILE | 109020 | | 50.00 |
| | | | | | | VENDOR 01-001237 TOTALS | 50.00 |
| 01-008200 | COLES CO REGIONAL PLAN | I-4822 | 212 5346-511 | PLANNING & DE: AUGUST GIS | 108944 | | 448.00 |
| | | | | | | VENDOR 01-008200 TOTALS | 448.00 |
| | | | | | | DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL: | 10,351.00 |
| | | | | | | VENDOR SET 212 SEWER FUND TOTAL: | 49,627.54 |
| | | | | | | REPORT GRAND TOTAL: | 494,986.38 |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | =====GROUP BUDGET===== | |
|-----------|--------------|----------------------------|-----------|---------------------|----------------------------|------------------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| 2011-2012 | 110-5110-533 | CELLULAR PHONE | 150.00 | 2,350 | 1,500.00 | | |
| | 110-5120-311 | OFFICE SUPPLIES | 103.90 | 2,130 | 1,609.63 | | |
| | 110-5120-519 | OTHER PROFESSIONAL SERVICE | 1,520.00 | 11,680 | 7,595.95 | | |
| | 110-5120-802 | HUNTING/FISHING LIC. FEE R | 50.00 | 1,000 | 603.00 | | |
| | 110-5120-814 | PRINT/COPY MACH. LEASE & M | 387.98 | 4,920 | 2,396.95 | | |
| | 110-5150-311 | OFFICE SUPPLIES | 395.32 | 1,600 | 567.53 | | |
| | 110-5150-513 | AUDITING & ACCOUNTING SERV | 5,500.00 | 20,500 | 2,775.00 | | |
| | 110-5150-562 | TRAVEL & TRAINING | 410.00 | 2,650 | 2,210.00 | | |
| | 110-5160-340 | BOOKS & PERIODICALS | 517.31 | 7,200 | 4,589.45 | | |
| | 110-5160-515 | LABOR RELATIONS COUNSEL | 502.20 | 4,800 | 2,648.80 | | |
| | 110-5160-565 | CELLULAR TELEPHONE REIMBUR | 100.00 | 1,200 | 600.00 | | |
| | 110-5170-516 | TECHNOLOGY SUPPORT SERVIC | 5,000.00 | 10,600 | 4,214.00 | | |
| | 110-5170-562 | TRAVEL & TRAINING | 105.10 | 5,450 | 2,851.01 | | |
| | 110-5170-852 | NETWORK SECURITY SYSTEMS | 427.30 | 4,300 | 70.70 | | |
| | 110-5170-854 | WIDE AREA NETWORK WIRING A | 265.91 | 2,200 | 1,139.84 | | |
| | 110-5190-579 | MISC OTHER PURCHASED SERVI | 43.75 | 7,500 | 5,723.78 | | |
| | 110-5211-515 | LABOR RELATIONS COUNSEL | 400.00 | 5,000 | 162.30- | Y | |
| | 110-5211-519 | OTHER PROFESSIONAL SERVICE | 621.50 | 7,000 | 3,809.59 | | |
| | 110-5211-531 | POSTAGE | 57.83 | 2,500 | 1,440.46 | | |
| | 110-5211-540 | ADVERTISING | 66.28 | 500 | 313.00 | | |
| | 110-5211-571 | DUE & MEMBERSHIPS | 187.50 | 2,000 | 922.50 | | |
| | 110-5211-573 | LAUNDRY SERVICE | 50.00 | 350 | 100.00 | | |
| | 110-5211-579 | MISC OTHER PURCHASED SERVI | 169.87 | 4,000 | 1,741.68 | | |
| | 110-5211-814 | PRINT/COPY MACH LEASE & MA | 765.30 | 7,500 | 3,931.16 | | |
| | 110-5212-319 | MISCELLANEOUS SUPPLIES | 26.82 | 13,680 | 2,416.08 | | |
| | 110-5212-579 | MISC OTHER PURCHASED SERVI | 50.00 | 1,800 | 196.98 | | |
| | 110-5213-319 | MISCELLANEOUS SUPPLIES | 64.52 | 4,000 | 3,220.45 | | |
| | 110-5213-579 | MISC OTHER PURCHASED SERVI | 2,375.29 | 20,000 | 6,360.71 | | |
| | 110-5216-579 | MISC OTHER PURCHASED SERVI | 395.23 | 5,000 | 2,535.17 | | |
| | 110-5223-318 | VEHICLE PARTS | 18.98 | 2,500 | 1,402.83 | | |
| | 110-5223-319 | MISCELLANEOUS SUPPLIES | 83.14 | 2,500 | 1,421.66 | | |
| | 110-5223-326 | FUEL | 45.00 | 90,000 | 58,832.92 | | |
| | 110-5223-434 | REPAIR OF VEHICLES | 1,440.50 | 25,000 | 8,679.57 | | |
| | 110-5224-312 | CLEANING SUPPLIES | 365.97 | 3,500 | 2,021.13 | | |
| | 110-5224-316 | TOOLS & EQUIPMENT | 111.46 | 1,000 | 153.65- | Y | |
| | 110-5224-321 | NATURAL GAS & ELECTRIC (CI | 2,364.99 | 100,000 | 75,706.28 | | |
| | 110-5224-432 | REPAIR OF BUILDINGS | 227.33 | 24,000 | 11,196.81 | | |
| | 110-5224-435 | ELEVATOR SERVICE AGREEMEN | 643.14 | 10,000 | 6,141.16 | | |
| | 110-5224-439 | OTHER REPAIR & MAINT SRVCS | 282.00 | 15,000 | 4,108.99 | | |
| | 110-5229-821 | INTERGOVERNMENTAL EXPENDIT | 26,780.00 | 107,122 | 50,175.48 | | |
| | 110-5241-312 | CLEANING SUPPLIES | 113.29 | 4,100 | 2,375.17 | | |
| | 110-5241-313 | MEDICAL & SAFETY SUPPLIES | 334.84 | 33,570 | 7,211.61 | | |
| | 110-5241-315 | UNIFORMS & CLOTHING | 73.55 | 10,050 | 8,306.38 | | |
| | 110-5241-318 | VEHICLE PARTS | 235.90 | 8,200 | 6,323.63 | | |
| | 110-5241-319 | MISCELLANEOUS SUPPLIES | 266.60 | 5,255 | 2,139.85 | | |
| | 110-5241-321 | NATURAL GAS & ELECTRIC | 282.05 | 10,000 | 7,830.38 | | |
| | 110-5241-326 | FUEL | 2,043.43 | 17,900 | 7,378.19 | | |

** 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 |
| | 110-5241-410 | UTILITY SERVICES | 170.05 | 1,472 | 846.97 | | | | |
| | 110-5241-432 | REPAIR OF BUILDINGS | 36.86 | 6,500 | 6,260.92 | | | | |
| | 110-5241-434 | REPAIR OF VEHICLES | 644.18 | 14,634 | 464.28 | | | | |
| | 110-5241-532 | TELEPHONE | 88.17 | 4,519 | 2,722.53 | | | | |
| | 110-5241-533 | CELLULAR PHONE | 100.00 | 1,200 | 591.60 | | | | |
| | 110-5241-562 | TRAVEL & TRAINING | 504.60 | 15,285 | 10,349.81 | | | | |
| | 110-5241-571 | DUE & MEMBERSHIPS | 187.50 | 1,095 | 457.50 | | | | |
| | 110-5241-573 | LAUNDRY SERVICES | 20.00 | 800 | 691.00 | | | | |
| | 110-5241-579 | MISC OTHER PURCHASED SERVI | 1,496.26 | 29,100 | 27,294.74 | | | | |
| | 110-5241-814 | PRINT/COPY MACH LEASE & MA | 18.48 | 500 | 379.74 | | | | |
| | 110-5261-311 | OFFICE SUPPLIES | 75.89 | 950 | 622.40 | | | | |
| | 110-5261-533 | CELLULAR PHONE | 136.58 | 1,800 | 980.52 | | | | |
| | 110-5261-564 | PRIVATE VEHICLE EXP REIMB | 228.48 | 2,000 | 1,056.17 | | | | |
| | 110-5261-577 | DEMOLITION SERVICES | 3,106.25 | 25,000 | 21,893.75 | | | | |
| | 110-5310-519 | OTHER PROFESSIONAL SERVICE | 67.98 | 1,000 | 492.12 | | | | |
| | 110-5310-533 | CELLULAR PHONE | 100.00 | 700 | 198.41- | Y | | | |
| | 110-5310-561 | BUSINESS MEETING EXPENSE | 40.00 | 200 | 160.00 | | | | |
| | 110-5310-814 | PRINT/COPY MACH LEASE & MA | 295.66 | 2,500 | 814.66 | | | | |
| | 110-5320-316 | TOOLS AND EQUIPMENT | 310.11 | 4,000 | 1,466.27 | | | | |
| | 110-5320-318 | VEHICLE PARTS | 386.63 | 30,000 | 22,865.55 | | | | |
| | 110-5320-319 | MISCELLANEOUS SUPPLIES | 407.61 | 10,000 | 7,789.99 | | | | |
| | 110-5320-321 | NATURAL GAS & ELECTRIC | 300.34 | 20,000 | 16,839.93 | | | | |
| | 110-5320-326 | FUEL | 3,804.05 | 40,000 | 17,919.94 | | | | |
| | 110-5320-359 | OTHER STREET MAINT SUPPLIE | 1,816.00 | 30,000 | 3,714.39- | Y | | | |
| | 110-5320-433 | REPAIR OF MACHINERY | 1,672.50 | 15,000 | 6,053.42 | | | | |
| | 110-5320-434 | REPAIR OF VEHICLES | 896.70 | 10,000 | 6,396.16 | | | | |
| | 110-5320-440 | RENTALS | 3,182.69 | 4,000 | 184.81 | | | | |
| | 110-5320-532 | TELEPHONE | 88.17 | 5,000 | 2,966.97 | | | | |
| | 110-5320-533 | CELLULAR PHONE | 575.00 | 2,000 | 1,112.34 | | | | |
| | 110-5320-562 | TRAVEL & TRAINING | 59.00 | 1,800 | 1,418.00 | | | | |
| | 110-5331-318 | VEHICLE PARTS | 971.78 | 15,000 | 9,829.11 | | | | |
| | 110-5335-318 | VEHICLE PARTS | 265.00 | 30,000 | 13,247.19 | | | | |
| | 110-5338-421 | DISPOSAL SERVICES | 2,108.30 | 15,000 | 4,390.39 | | | | |
| | 110-5370-316 | TOOLS & EQUIPMENT | 7.99 | 1,200 | 693.52 | | | | |
| | 110-5370-319 | MISCELLANEOUS SUPPLIES | 493.85 | 600 | 319.90- | Y | | | |
| | 110-5381-312 | CLEANING SUPPLIES | 339.09 | 2,000 | 221.34 | | | | |
| | 110-5381-321 | NATURAL GAS & ELECTRIC | 954.05 | 37,500 | 27,004.29 | | | | |
| | 110-5381-410 | UTILITY SERVICES | 246.35 | 2,500 | 1,332.70 | | | | |
| | 110-5383-321 | NATURAL GAS & ELECTRIC | 277.07 | 7,000 | 4,535.87 | | | | |
| | 110-5383-460 | OTHER PROP MAINT SERVICES | 65.00 | 200 | 70.00 | | | | |
| | 110-5384-319 | MISCELLANEOUS SUPPLIES | 85.90 | 6,500 | 3,706.60 | | | | |
| | 110-5384-321 | NATURAL GAS & ELECTRIC | 97.10 | 2,000 | 1,302.05 | | | | |
| | 110-5384-460 | OTHER PROP MAINT SERVICES | 750.00 | 5,380 | 495.09- | Y | | | |
| | 110-5421-825 | GRANTS | 16,500.00 | 33,000 | 16,500.00 | | | | |
| | 110-5505-579 | MISC OTHER PURCHASED SERVI | 300.00 | 5,000 | 2,100.25 | | | | |
| | 110-5511-326 | FUEL | 1,017.48 | 13,000 | 4,229.78 | | | | |
| | 110-5511-433 | REPAIR OF MACHINERY | 1,933.32 | 12,000 | 2,847.32 | | | | |
| | 110-5511-434 | REPAIR OF VEHICLES | 861.96 | 6,000 | 4,757.19 | | | | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | =====GROUP BUDGET===== | |
|------|--------------|----------------------------|------------|---------------------|----------------------------|------------------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| | 110-5511-825 | TOURISM GRANT EXPENDITURES | 788.00 | 28,000 | 14,594.80 | | |
| | 110-5512-326 | FUEL | 159.17 | 2,000 | 177.47 | | |
| | 110-5512-433 | REPAIR OF MACHINERY | 76.25 | 4,000 | 312.59 | | |
| | 110-5512-802 | HUNTING/FISHING REMITTANCE | 104.25 | 12,000 | 4,778.50 | | |
| | 110-5521-321 | NATURAL GAS & ELECTRIC | 86.80 | 300 | 135.25 | | |
| | 110-5521-432 | REPAIR OF BUILDINGS | 110.73 | 500 | 389.27 | | |
| | 110-5541-321 | NATURAL GAS & ELECTRIC | 814.48 | 15,000 | 11,663.96 | | |
| | 110-5541-432 | REPAIR OF BUILDINGS | 60.00 | 7,500 | 2,764.62 | | |
| | 110-5542-319 | MISCELLANEOUS SUPPLIES | 77.98 | 2,500 | 412.33 | | |
| | 110-5542-321 | NATURAL GAS & ELECTRIC (CI | 52.57 | 3,500 | 2,855.70 | | |
| | 110-5553-424 | LAWN CARE | 1,350.55 | 3,000 | 453.95 | | |
| | 110-5555-321 | NATURAL GAS & ELECTRIC (CI | 101.24 | 1,000 | 364.90 | | |
| | 110-5556-319 | MISCELLANEOUS SUPPLIES | 177.53 | 1,000 | 667.02 | | |
| | 110-5561-322 | ELECTRICITY | 1,362.22 | 11,000 | 2,634.62 | | |
| | 110-5561-410 | UTILITY SERVICES | 301.20 | 5,000 | 3,395.00 | | |
| | 110-5562-322 | ELECTRICITY | 1,839.85 | 15,000 | 3,280.84 | | |
| | 110-5562-410 | UTILITY SERVICES | 403.80 | 2,000 | 271.40 | | |
| | 110-5563-317 | CONCESSION & SOUVENIR SUPP | 1,244.15 | 25,000 | 7,203.86 | | |
| | 110-5563-322 | ELECTRICITY | 318.66 | 6,000 | 4,226.53 | | |
| | 110-5563-410 | UTILITY SERVICES | 115.20 | 1,000 | 531.25 | | |
| | 110-5563-576 | SECURITY SERVICES | 45.00 | 800 | 530.00 | | |
| | 110-5564-322 | ELECTRICITY | 102.85 | 1,000 | 528.31 | | |
| | 110-5564-410 | UTILITY SERVICES | 13.20 | 250 | 156.77 | | |
| | 110-5570-311 | SUPPLIES | 124.50 | 1,000 | 503.66- Y | | |
| | 110-5570-321 | UTILITIES | 303.04 | 6,000 | 3,650.59 | | |
| | 110-5570-326 | FUEL | 74.84 | 4,500 | 1,833.44 | | |
| | 110-5570-433 | REPAIR OF MACHINERY | 66.37 | 8,000 | 6,552.91 | | |
| | 110-5651-571 | DUES & MEMBERSHIPS | 5,000.00 | 60,000 | 29,625.00 | | |
| | 110-5752-817 | DEBT SERVICES | 1,288.89 | 7,000 | 733.34- Y | | |
| | 122-5653-533 | CELLULAR PHONE | 43.29 | 600 | 340.26 | | |
| | 122-5653-540 | ADVERTISING | 220.00 | 15,000 | 3,322.58 | | |
| | 122-5653-562 | TRAVEL & TRAINING | 132.60 | 5,000 | 1,390.66 | | |
| | 122-5653-572 | COMMUNITY PROMOTION & RELA | 2,249.73 | 13,800 | 6,469.55 | | |
| | 122-5653-825 | TOURISM GRANTS | 2,500.00 | 125,000 | 79,449.00 | | |
| | 123-5586-316 | TOOLS & EQUIPMENT | 183.68 | 500 | 316.32 | | |
| | 125-5150-240 | UNEMPLOYMENT COMP. | 826.26 | 24,725 | 21,550.58 | | |
| | 125-5150-519 | OTHER PROFESSIONAL SERVICE | 2,331.00 | 19,500 | 13,942.80 | | |
| | 125-5150-527 | SELF INSURED RETENTION/DED | 120.45 | 65,000 | 57,794.08 | | |
| | 128-5604-901 | STREETS | 17,068.24 | 5,000 | 20,043.86- Y | | |
| | 130-5211-720 | POLICE BUILDINGS | 2,000.00 | 150,000 | 148,000.00 | | |
| | 130-5321-730 | IMPROVEMENTS OTHER THAN BL | 105,096.22 | 1,098,000 | 745,006.88 | | |
| | 130-5328-730 | IMPROVEMENTS OTHER THAN BL | 161,540.43 | 805,000 | 310,241.65 | | |
| | 130-5384-720 | IC DEPOT RESTORATION | 4,000.00 | 700,000 | 687,250.00 | | |
| | 130-5385-720 | CULTURE AND RECREATION | 752.49 | 25,000 | 781.01- Y | | |
| | 130-5608-577 | YMCA LAND ACQUISITION | 592.74 | 220,000 | 118,091.05 | | |
| | 151-5604-825 | TIF GRANTS | 6,054.00 | 0 | 6,054.00- Y | | |
| | 211-5351-460 | OTHER PROPERTY MAINT. SVCS | 40.00 | 2,500 | 2,429.54 | | |
| | 211-5353-314 | CHEMICALS | 37.16 | 250,000 | 173,119.39 | | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | =====GROUP BUDGET===== | |
|------|--------------|----------------------------|------------|---------------------|----------------------------|------------------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| | 211-5353-316 | TOOLS & EQUIPMENT | 36.56 | 1,200 | 239.64 | | |
| | 211-5353-319 | MISCELLANEOUS SUPPLIES | 496.78 | 16,000 | 9,911.79 | | |
| | 211-5353-321 | NATURAL GAS & ELECTRIC | 2,171.60 | 47,000 | 28,535.21 | | |
| | 211-5353-378 | PLANT MTCE & REPAIR | 21.09 | 3,000 | 2,346.51 | | |
| | 211-5353-460 | OTHER PROPERTY MAINT. SERV | 5,000.00 | 48,500 | 30,302.81 | | |
| | 211-5353-814 | PRINTING & COPY MACHINE LE | 51.50 | 500 | 300.87 | | |
| | 211-5354-316 | TOOLS & EQUIPMENT | 711.49 | 5,000 | 2,646.45 | | |
| | 211-5354-318 | VEHICLE PARTS | 242.76 | 10,000 | 7,124.06 | | |
| | 211-5354-319 | MISCELLANEOUS SUPPLIES | 612.35 | 2,500 | 1,104.64 | | |
| | 211-5354-321 | NATURAL GAS & ELECTRIC | 236.19 | 20,000 | 10,522.03 | | |
| | 211-5354-322 | ELECTRICITY | 33.00 | 2,500 | 1,741.75 | | |
| | 211-5354-374 | SERVICE LINE MATERIALS | 509.47 | 5,000 | 480.01 | | |
| | 211-5354-434 | REPAIR OF VEHICLES | 585.94 | 5,000 | 2,628.07 | | |
| | 211-5354-439 | OTHER REPAIR & MAINT. SERV | 3,137.69 | 10,000 | 6,862.31 | | |
| | 211-5354-730 | IMPROVEMENTS OTHER THAN BL | 358.60 | 238,000 | 195,309.38 | | |
| | 211-5355-326 | FUEL | 3,804.05 | 32,500 | 10,943.28 | | |
| | 211-5355-434 | REPAIR OF VEHICLES | 120.57 | 0 | 693.72- | Y | |
| | 211-5355-519 | OTHER PROFESSIONAL SERVICE | 33.99 | 0 | 203.94- | Y | |
| | 211-5355-814 | PRINTING/COPY MACH LEASE/M | 282.54 | 2,000 | 1,296.58 | | |
| | 211-5356-533 | CELLULAR PHONE | 50.00 | 700 | 400.00 | | |
| | 212-5342-316 | TOOLS & EQUIPMENT | 364.36 | 2,500 | 4,275.16- | Y | |
| | 212-5342-318 | VEHICLE PARTS | 242.72 | 20,000 | 17,255.62 | | |
| | 212-5342-319 | MISCELLANEOUS SUPPLIES | 544.68 | 1,500 | 114.26 | | |
| | 212-5342-363 | BACKFILL & SURFACE MATERIA | 2,006.03 | 25,000 | 9,406.45 | | |
| | 212-5342-434 | REPAIR OF VEHICLES | 570.61 | 5,000 | 2,378.45 | | |
| | 212-5342-439 | OTHER REPAIR & MTCE SERVIC | 3,302.69 | 15,000 | 9,886.01 | | |
| | 212-5342-730 | IMPROVEMENTS OTHER THAN BL | 282.51 | 425,000 | 412,230.69 | | |
| | 212-5343-321 | NATURAL GAS & ELECTRIC (AM | 1,015.07 | 30,000 | 17,626.87 | | |
| | 212-5344-314 | CHEMICALS | 769.50 | 10,000 | 3,591.31 | | |
| | 212-5344-319 | MISCELLANEOUS SUPPLIES | 49.18 | 10,000 | 7,200.64 | | |
| | 212-5344-321 | NATURAL GAS & ELECTRIC (AM | 5,597.82 | 330,000 | 240,599.80 | | |
| | 212-5344-433 | REPAIR OF MACHINERY | 4,702.28 | 40,000 | 27,504.25 | | |
| | 212-5344-434 | REPAIR OF VEHICLES | 25.00 | 5,000 | 3,675.11 | | |
| | 212-5344-460 | OTHER PROPERTY MTCE SERVIC | 4,312.95 | 30,000 | 842.70 | | |
| | 212-5344-532 | TELEPHONE | 325.85 | 6,000 | 3,789.02 | | |
| | 212-5344-814 | COPY MACHINE | 78.95 | 1,000 | 625.32 | | |
| | 212-5345-319 | MISCELLANEOUS SUPPLIES | 11.99 | 1,000 | 293.10 | | |
| | 212-5345-326 | FUEL | 3,877.73 | 35,000 | 13,322.08 | | |
| | 212-5345-434 | REPAIR OF VEHICLES | 120.57 | 0 | 693.73- | Y | |
| | 212-5345-730 | IMPROVEMENTS OTHER THAN BL | 11,076.05 | 75,000 | 63,923.95 | | |
| | 212-5346-511 | PLANNING & DESIGN SERVICES | 448.00 | 7,500 | 4,620.00 | | |
| | 212-5346-519 | OTHER PROFESSIONAL SERVICE | 9,803.00 | 1,000 | 8,803.00- | Y | |
| | 212-5346-533 | CELLULAR PHONE | 100.00 | 1,000 | 450.00 | | |
| | TOTAL: | | 494,986.38 | | | | |

** DEPARTMENT TOTALS **

ACCT NAME AMOUNT

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-----------|---------------------------|------------|
| 110-110 | CITY COUNCIL | 150.00 |
| 110-120 | CITY CLERK | 2,061.88 |
| 110-150 | FINANCIAL ADMINISTRATION | 6,305.32 |
| 110-160 | LEGAL SERVICES | 1,119.51 |
| 110-170 | COMPUTER INFO SYSTEMS | 5,798.31 |
| 110-190 | COUNCIL CONTINGENCY | 43.75 |
| 110-211 | POLICE ADMINISTRATION | 2,318.28 |
| 110-212 | CRIMINAL INVESTIGATION | 76.82 |
| 110-213 | PATROL | 2,439.81 |
| 110-216 | POLICE RECORDS | 395.23 |
| 110-223 | AUTOMOTIVE SERVICES | 1,587.62 |
| 110-224 | POLICE BUILDINGS | 3,994.89 |
| 110-229 | AREA CRIME TASK FORCE | 26,780.00 |
| 110-241 | FIRE PROTECTION ADMIN. | 6,615.76 |
| 110-261 | CODE ENFORCEMENT ADMIN | 3,547.20 |
| 110-310 | PUBLIC WORKS ADMIN | 503.64 |
| 110-320 | STREETS | 13,498.80 |
| 110-331 | STREET CLEANING | 971.78 |
| 110-335 | YARD WASTE COLLECTION | 265.00 |
| 110-338 | REFUSE COLLECT & DISPOSAL | 2,108.30 |
| 110-370 | ENGINEERING | 501.84 |
| 110-381 | CUSTODIAL SERVICES | 1,539.49 |
| 110-383 | BURGESS OSBORNE | 342.07 |
| 110-384 | RAILROAD DEPOT | 933.00 |
| 110-421 | COUNCIL ON AGING | 16,500.00 |
| 110-505 | ARTS COUNCIL | 300.00 |
| 110-511 | PARK ADMINISTRATION | 4,600.76 |
| 110-512 | LAKE ADMINISTRATION | 339.67 |
| 110-521 | DEMARS CENTER | 197.53 |
| 110-541 | PETERSON PARK | 874.48 |
| 110-542 | LAWSON PARK | 130.55 |
| 110-553 | JR FOOTBALL COMPLEX | 1,350.55 |
| 110-555 | KINZEL FIELD | 101.24 |
| 110-556 | T-BALL COMPLEX | 177.53 |
| 110-561 | EAST CAMPGROUND | 1,663.42 |
| 110-562 | WEST CAMPGROUND | 2,243.65 |
| 110-563 | MARINA AREA | 1,723.01 |
| 110-564 | BEACH AREA | 116.05 |
| 110-570 | DODGE GROVE CEMETERY | 568.75 |
| 110-651 | ECONOMIC DEVELOPMENT | 5,000.00 |
| 110-752 | KAL KAN WTR/SWR EXT | 1,288.89 |
| ----- | | |
| 110 TOTAL | GENERAL FUND | 121,074.38 |
| 122-653 | HOTEL TAX ADMINISTRATION | 5,145.62 |
| ----- | | |
| 122 TOTAL | HOTEL TAX FUND | 5,145.62 |
| 123-586 | LIGHTWORKS | 183.68 |
| ----- | | |
| 123 TOTAL | FESTIVAL MGMT FUND | 183.68 |
| 125-150 | FINANCIAL ADMINISTRATION | 3,277.71 |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-----------|---------------------------|------------|
| 125 TOTAL | INSURANCE & TORT JDGMNT | 3,277.71 |
| 128-604 | MIDTOWN TIF DISTRICT | 17,068.24 |
| 128 TOTAL | MIDTOWN TIF FUND | 17,068.24 |
| 130-211 | POLICE ADMINISTRATION | 2,000.00 |
| 130-321 | STREETS | 105,096.22 |
| 130-328 | STORM DRAINAGE | 161,540.43 |
| 130-384 | RAILROAD DEPOT | 4,000.00 |
| 130-385 | CULTURE & RECREATION | 752.49 |
| 130-608 | YMCA PARKING LOT | 592.74 |
| 130 TOTAL | CAPITAL PROJECT FUND | 273,981.88 |
| 151-604 | SOUTH RT 45 TIF DISTRICT | 6,054.00 |
| 151 TOTAL | SOUTH RT 45 TIF DISTRICT | 6,054.00 |
| 211-351 | RESERVOIRS & WTR SOURCES | 40.00 |
| 211-353 | WATER TREATMENT PLANT | 7,814.69 |
| 211-354 | WATER DISTRIBUTION | 6,427.49 |
| 211-355 | ACCOUNTING & COLLECTION | 4,241.15 |
| 211-356 | ADMINISTRATIVE & GENERAL | 50.00 |
| 211 TOTAL | WATER FUND | 18,573.33 |
| 212-342 | SEWER COLLECTION SYSTEM | 7,313.60 |
| 212-343 | SEWER LIFT STATIONS | 1,015.07 |
| 212-344 | WASTEWATER TREATMNT PLANT | 15,861.53 |
| 212-345 | ACCOUNTING & COLLECTION | 15,086.34 |
| 212-346 | ADMINISTRATIVE & GENERAL | 10,351.00 |
| 212 TOTAL | SEWER FUND | 49,627.54 |
| | ** TOTAL ** | 494,986.38 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------------|----------|--------------|----------------|-----------------------|----------------------------------------------|-----------|
| 01-002414 | CCI REDIMIX | I-270835 | 121 5321-351 | CONCRETE | : CCI REDIMIX | 109059 | 220.00 |
| 01-002414 | CCI REDIMIX | I-270854 | 121 5321-351 | CONCRETE | : CCI REDIMIX | 109059 | 88.00 |
| | | | | | | VENDOR 01-002414 TOTALS | 308.00 |
| 01-002624 | IMCO PRECAST, LLC | I-2134* | 121 5321-359 | OTHER STREET | : IMCO PRECAST, LLC | 109063 | 352.00 |
| | | | | | | VENDOR 01-002624 TOTALS | 352.00 |
| 01-021402 | CHARLES HEUERMAN TRUCK | I-24857 | 121 5321-352 | AGGREGATE SUR: | WHITE ROCK | 109060 | 12,824.38 |
| | | | | | | VENDOR 01-021402 TOTALS | 12,824.38 |
| 01-022400 | HOWELL ASPHALT CO | I-8502MB | 121 5321-353 | BITUMINOUS PA: | COLD MIX | 109062 | 214.40 |
| 01-022400 | HOWELL ASPHALT CO | I-8503MB | 121 5321-353 | BITUMINOUS PA: | COLD MIX | 109062 | 141.37 |
| 01-022400 | HOWELL ASPHALT CO | I-8504MB | 121 5321-353 | BITUMINOUS PA: | COLD MIX | 109062 | 160.13 |
| | | | | | | VENDOR 01-022400 TOTALS | 515.90 |
| 01-026400 | INDUSTRIAL SERVICES OF | I-18755 | 121 5321-359 | OTHER STREET | : ALUMINUM DRAW DUCTS | 109064 | 1,365.00 |
| | | | | | | VENDOR 01-026400 TOTALS | 1,365.00 |
| 01-035154 | MID-ILLINOIS CONCRETE | I-117225 | 121 5321-351 | CONCRETE | : 22ND & PRAIRIE | 109065 | 88.00 |
| | | | | | | VENDOR 01-035154 TOTALS | 88.00 |
| | | | | | | DEPARTMENT 321 STREETS TOTAL: | 15,453.28 |
| 01-002414 | CCI REDIMIX | I-270854 | 121 5323-351 | CONCRETE | : CCI REDIMIX | 109059 | 30.00 |
| | | | | | | VENDOR 01-002414 TOTALS | 30.00 |
| 01-035154 | MID-ILLINOIS CONCRETE | I-117225 | 121 5323-351 | CONCRETE | : 22ND & PRAIRIE | 109065 | 30.00 |
| | | | | | | VENDOR 01-035154 TOTALS | 30.00 |
| | | | | | | DEPARTMENT 323 SIDEWALKS & CROSSWALKS TOTAL: | 60.00 |

VENDOR SET: 01 CITY OF MATTOON

BANK: MFTBK

FUND : 121 MOTOR FUEL TAX FUND

DEPARTMENT: 326 STREET LIGHTING

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

PAY DATE RANGE: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|-------------------|----------------|--------------|----------------|----------------------|-------------------------------------------|-----------|
| 01-001070 | AMEREN ILLINOIS | I-201110128102 | 121 5326-321 | NATURAL GAS & | 6TH & CHARLESTON | 109058 | 33.18 |
| 01-001070 | AMEREN ILLINOIS | I-201110128108 | 121 5326-321 | NATURAL GAS & | ADD'L CURRENT | 109058 | 556.02 |
| 01-001070 | AMEREN ILLINOIS | I-201110138151 | 121 5326-321 | NATURAL GAS & | STREET LIGHTING | 109058 | 10,633.34 |
| 01-001070 | AMEREN ILLINOIS | I-201110138155 | 121 5326-321 | NATURAL GAS & | 121 N 16TH | 109058 | 96.54 |
| 01-001070 | AMEREN ILLINOIS | I-201110138156 | 121 5326-321 | NATURAL GAS & | 1721 B'DWAY | 109058 | 48.79 |
| | | | | | | VENDOR 01-001070 TOTALS | 11,367.87 |
| 01-002258 | D & M ELECTRICAL | I-4123 | 121 5326-432 | REPAIR OF STR: | STREET LIGHTING REPA | 109061 | 2,801.93 |
| | | | | | | VENDOR 01-002258 TOTALS | 2,801.93 |
| | | | | | | DEPARTMENT 326 STREET LIGHTING TOTAL: | 14,169.80 |
| 01-002624 | IMCO PRECAST, LLC | I-2134* | 121 5328-357 | CATCH BASINS : | IMCO PRECAST, LLC | 109063 | 1,500.00 |
| | | | | | | VENDOR 01-002624 TOTALS | 1,500.00 |
| | | | | | | DEPARTMENT 328 STORM DRAINAGE TOTAL: | 1,500.00 |
| | | | | | | VENDOR SET 121 MOTOR FUEL TAX FUND TOTAL: | 31,183.08 |
| | | | | | | REPORT GRAND TOTAL: | 31,183.08 |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | | =====GROUP BUDGET===== | | |
|-----------|--------------|----------------------------|-----------|---------------------|-------------|----------------|------------------------|-------------|----------------|
| | | | | ANNUAL BUDGET | BUDGET OVER | AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER | AVAILABLE BUDG |
| 2011-2012 | 121-5321-351 | CONCRETE | 396.00 | 19,950 | | 14,668.12 | | | |
| | 121-5321-352 | AGGREGATE SURFACE COAT | 12,824.38 | 20,025 | | 7,200.62 | | | |
| | 121-5321-353 | BITUMINOUS PATCHING | 515.90 | 72,000 | | 102,659.12 | - | Y | |
| | 121-5321-359 | OTHER STREET MTCE SUPPLIES | 1,717.00 | 5,000 | | 2,883.51 | | | |
| | 121-5323-351 | CONCRETE | 60.00 | 5,000 | | 4,813.28 | | | |
| | 121-5326-321 | NATURAL GAS & ELECTRIC | 11,367.87 | 161,000 | | 102,971.68 | | | |
| | 121-5326-432 | REPAIR OF STRUCTURES | 2,801.93 | 25,000 | | 17,895.26 | | | |
| | 121-5328-357 | CATCH BASINS | 1,500.00 | 9,000 | | 5,712.00 | | | |
| | | TOTAL: | 31,183.08 | | | | | | |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-----------|------------------------|-----------|
| 121-321 | STREETS | 15,453.28 |
| 121-323 | SIDEWALKS & CROSSWALKS | 60.00 |
| 121-326 | STREET LIGHTING | 14,169.80 |
| 121-328 | STORM DRAINAGE | 1,500.00 |
| 121 TOTAL | MOTOR FUEL TAX FUND | 31,183.08 |
| | ** TOTAL ** | 31,183.08 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|---------------|----------------|--------------|----------------|---------------|---------------------------------------------|-----------|
| 01-000222 | CERIDIAN | I-332121195 | 221 5412-211 | HEALTH PLAN A: | COBRA SEPT 11 | 109057 | 39.00 |
| | | | | | | VENDOR 01-000222 TOTALS | 39.00 |
| | | | | | | DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL: | 39.00 |
| 01-000236 | PERSONAL CARE | I-201110128099 | 221 5413-211 | MEDICAL CLAIM: | PERSONAL CARE | 000000 | 45,342.58 |
| 01-000236 | PERSONAL CARE | I-201110138147 | 221 5413-211 | MEDICAL CLAIM: | PERSONAL CARE | 000000 | 22,363.27 |
| | | | | | | VENDOR 01-000236 TOTALS | 67,705.85 |
| | | | | | | DEPARTMENT 413 MEDICAL CLAIMS TOTAL: | 67,705.85 |
| 01-000236 | PERSONAL CARE | I-201110128099 | 221 5414-211 | RX CLAIMS : | PERSONAL CARE | 000000 | 14,270.29 |
| 01-000236 | PERSONAL CARE | I-201110138147 | 221 5414-211 | RX CLAIMS : | PERSONAL CARE | 000000 | 17,035.00 |
| | | | | | | VENDOR 01-000236 TOTALS | 31,305.29 |
| | | | | | | DEPARTMENT 414 RX CLAIMS TOTAL: | 31,305.29 |
| | | | | | | VENDOR SET 221 HEALTH INSURANCE FUND TOTAL: | 99,050.14 |
| | | | | | | REPORT GRAND TOTAL: | 99,050.14 |

** 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 | |
| 2011-2012 | 221-5412-211 | HEALTH PLAN ADMINISTRATION | 39.00 | 118,220 | 52,031.75 | | | | |
| | 221-5413-211 | MEDICAL CLAIMS | 67,705.85 | 1,590,000 | 1,019,573.24 | | | | |
| | 221-5414-211 | RX CLAIMS | 31,305.29 | 90,000 | 215,437.42 | Y | | | |
| | | TOTAL: | 99,050.14 | | | | | | |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-----------|-----------------------|-----------|
| 221-412 | HEALTH PLAN ADMIN | 39.00 |
| 221-413 | MEDICAL CLAIMS | 67,705.85 |
| 221-414 | RX CLAIMS | 31,305.29 |
| ----- | | |
| 221 TOTAL | HEALTH INSURANCE FUND | 99,050.14 |
| ----- | | |
| | ** TOTAL ** | 99,050.14 |

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: 10/05/2011 THRU 10/18/2011

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT | NAME | DESCRIPTION | CHECK # | AMOUNT |
|-----------|------------------|----------------|--------------|---------------------------------|-------------|-------------------------|----------|
| 01-000276 | DELTA DENTAL-ASC | I-201110118048 | 221 5415-211 | DENTAL CLAIMS: DELTA DENTAL-ASC | | 000000 | 4,396.50 |
| 01-000276 | DELTA DENTAL-ASC | I-201110118056 | 221 5415-211 | DENTAL CLAIMS: DELTA DENTAL-ASC | | 000000 | 1,536.40 |
| | | | | | | VENDOR 01-000276 TOTALS | 5,932.90 |

DEPARTMENT 415 DENTAL CLAIMS TOTAL: 5,932.90

VENDOR SET 221 HEALTH INSURANCE FUND TOTAL: 5,932.90

REPORT GRAND TOTAL: 5,932.90

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | | =====GROUP BUDGET===== | | |
|-----------|--------------|---------------|----------|---------------------|------------------|-----------|------------------------|------------------|-----------|
| | | | | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG |
| 2011-2012 | 221-5415-211 | DENTAL CLAIMS | 5,932.90 | 601,146 | 565,186.07 | | | | |
| | | TOTAL: | 5,932.90 | | | | | | |

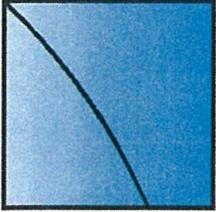
** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-----------|-----------------------|----------|
| 221-415 | DENTAL CLAIMS | 5,932.90 |
| 221 TOTAL | HEALTH INSURANCE FUND | 5,932.90 |
| | ** TOTAL ** | 5,932.90 |

NO ERRORS

| | | | | | | | | | | -----DEPOSIT----- | |
|---------------|--------------------------|----------|------------|--------|--------------|------|------------|------------|---------------|-------------------|--|
| ---ACCOUNT--- | -----NAME----- | --DATE-- | ---TYPE--- | -CK #- | ---AMOUNT--- | CODE | -RECEIPT-- | --AMOUNT-- | ---MESSAGE--- | | |
| 28-04600-13 | BURRITT, THOMAS R | 10/07/11 | FINAL BILL | 108898 | 40.01CR | 100 | 36204 | 60.00CR | | | |
| 28-15200-07 | BALLAZHI, BEKIM | 10/07/11 | FINAL BILL | 108899 | 14.14CR | 100 | 35201 | 60.00CR | | | |
| 30-17000-06 | BAXTER, CHRISTOPHER C | 10/07/11 | FINAL BILL | 108900 | 32.19CR | 100 | 36052 | 60.00CR | | | |
| 31-11900-05 | HITE JR, MILTON H | 10/07/11 | FINAL BILL | 108901 | 21.80CR | 100 | 35809 | 60.00CR | | | |
| 34-08910-11 | TUCKER, VALERIE B | 10/07/11 | FINAL BILL | 108902 | 6.63CR | 100 | 36543 | 60.00CR | | | |
| 34-25100-04 | COLES COUNTY HEALTH DEPT | 10/07/11 | FINAL BILL | 108903 | 88.68CR | 100 | 32090 | 100.00CR | | | |
| 36-18400-12 | BROWN, JAMES J | 10/07/11 | FINAL BILL | 108904 | 45.21CR | 100 | 37072 | 60.00CR | | | |

| | | | | | | | | -----DEPOSIT----- | |
|---------------|-----------------------|----------|------------|--------|--------------|------|------------|-------------------|---------------|
| ---ACCOUNT--- | -----NAME----- | --DATE-- | ---TYPE--- | -CK #- | ---AMOUNT--- | CODE | -RECEIPT-- | --AMOUNT-- | ---MESSAGE--- |
| 02-08200-02 | SWEET, SCOTT & CHERYL | 10/14/11 | FINAL BILL | 108911 | 56.65CR | 100 | 36654 | 60.00CR | |
| 03-16100-06 | ELLIOTT, HAZEL L | 10/14/11 | FINAL BILL | 108912 | 55.31CR | 100 | 37029 | 60.00CR | |



CCRP&DC

Coles County Regional Planning
& Development Commission

City of Mattoon
208 N 9th St.
Mattoon IL 61938

October 12th 2011

Memo: Amounts for approval and checks for signature.

To the Mattoon City Council,

Please review the amounts below at the next City Council Meeting for approval for payment. Included are three checks requiring signature. **Please do not date these checks.**

613 6TH ST----2316 Marshall Ave, Mattoon Il 61938

| | | |
|--------------------------------|-----------------------------|------------|
| GEM Carpentry-FINAL | General Construction | \$6,449.00 |
| Coles County Regional Planning | Soft Cost/fee reimbursement | \$875.00 |
| Coles County Regional Planning | Project Delivery | \$399.00 |
| GEM Carpentry-FINAL | General Construction | \$8,351.00 |
| Coles County Regional Planning | Project Delivery | \$1,297.00 |

If you have any questions, please contact our office at 348-0521.

Thank you,

Kristy Dawson
Housing Coordinator
CCRP&DC

**PUBLIC DISCUSSION
ITEM:**

| Item | Current Ordinance | Recommendation |
|------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------|
| Special Events | 3 days total; 1 per year – NFP 24 hrs/1 per year - Licensees | 3 days maximum; 3 per year; \$100/event |
| License | # Current Licenses: | Proposal: |
| A: Full license (consumption & packaged) | A : 17 | A: 25; \$5,000 initial fee; no more than 10 in specific downtown area |
| B-1: Packaged liquor | B-1: 4 | B-1: 15; \$5,000 initial fee; no more than 5 in specific downtown area |
| B-2: Consumption (hotel/bowling alley) | B-2 : 5 | B-2: 10 |
| C: Private club | C: | C: Same |
| D-1: Beer & wine consumption | D-1: 9 | D-1: 15 |
| D-2: Beer & wine packaged (grocery/convenience store only) | D-2: 17 | D-2 : 25; (\$2,500 initial fee; remove grocery/convenience store requirement) |
| R: Consumption on premises (restaurant only) | R : Unlimited | R: Unlimited RD: Depot (see below) |
| T-1: Not for profit special event | | T-1: Same |
| T-2: Liquor license special event | | T-2: Same |
| Fees | A \$1200 | A \$1500 |
| FROZEN UNTIL VIDEO GAMBLING BEGINS | B-1 \$1000 | B-1 \$1300 |
| | B-2 \$1200 | B-2 \$1500 |
| | C \$500 | C \$800 |
| | D-1 \$500 | D-1 \$800 |
| | D-2 \$750 | D-2 \$1050 |
| | R \$1200 | R \$1500 |
| | | RD \$100/event |
| | T-1, T-2 \$100/day | T-1, T-2 \$100/day |
| | Caterer \$500 | Caterer \$750 |

| | | |
|-----------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| | Outdoor Café \$100 | Outdoor Café \$250 |
| Addtl Fees | Location transfer - \$25 Ownership change - \$25 | Wine-tasting - \$25/event; 4/year Ownership change – new initial fee Renewals – annual fee |
| Prohibited license holders | No provisions for those suggested below | See below |
| Depot | None | See below |
| Wine tasting | None | See below |
| Adult Entertainment | None | See below |
| Addtl provisions | Change in ownership - \$25, paperwork Prohibited per zoning ord Bond – \$500 | Change in ownership - new license Drive up window – see below Zoning – 250’ Certificate of Insurance – see below |

(New)

Adult Entertainment Provision: (Make sure it jives with Chapter 102)

The sale or dispensing of alcoholic liquor is prohibited at premises whereat, or at premises which have any access which leads from said premises to any premises whereat, the following acts or conduct is permitted:

- a) The employment or use of any person in the sale or service of alcoholic liquors or for the entertainment or diversion of others while such person is unclothed or in such attire, costume or clothing as to expose to view or to show with less than a fully opaque covering any portion of the breast below the top of the areola or any portion of the pubic hair, anus, buttocks, vulva or genitals.
- b) The performance of acts, or simulated acts, of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts prohibited by law.
- c) The actual or simulated exhibition, displaying, touching or caressing or fondling of or on the breasts, buttocks, anus or genitals.
- d) The permitting or encouragement of any person to remain in or upon said premises who expose to view any portion of the body described in subparagraphs (a), (b) or (c) hereof.
- e) The showing of film, still pictures, electronic reproduction or other visual reproduction depicting the acts or conduct described in sub-section (b) hereof, or any person being touched, caressed or fondled on the breasts, buttocks, anus or genitals, or scenes wherein artificial devices or inanimate objects are employed to depict, or drawings are employed to portray the activities described in this sub-paragraph (e).

Obscenity Prohibited

The engaging in, or performance of, any act or conduct described in Section ____ herein on premises as to which a license has been issued under the provisions of this Chapter is prohibited.

(New)

Prohibited License holders

City officials. Any law enforcing public official, any mayor or member of the city council; and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor; except that license may be granted to such an official in relation to premises which are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the state liquor control commission.

Any existing city official currently holding ownership of an establishment with a city liquor license may continue to be involved in the business. No additional such ownership or liquor licenses shall be permitted.

A person who is indebted to the city or other governmental entity for payment of any other fines, fees, charges, bills or taxes, which he or she is obligated to pay but have remained unpaid for more than 45 days.

Any premises listed in subsections _____, or for any other locations where it is determined to be detrimental to the general character of the surrounding neighborhood and the projected impact of the premises upon the surrounding neighborhood of the city as a whole would be considered detrimental.

Any premises that is a nuisance property.

Any store owner or other place of business when the majority of customers are less than 21 years of age or when the principal business transacted consists of schoolbooks, school supplies, food, lunches or drinks for such customers.

A person who is not of good character and reputation in the community in which he or she resides.

(New)

Depot License

Class RD: A class RD license shall constitute a special and limited license and shall be designated as a liquor permit.

A class RD permit shall authorize the retail sale of alcoholic liquor in the Depot on Broadway, Mattoon, IL. The application for an RD license shall be accompanied by an application and appropriate fee for a depot permit.

A class RD liquor permit shall only be available to governmental, civic or not-for-profit organizations as defined by state statute and/or defined by the United States Revenue Code.

The holder of a class RD permit may not exceed the time and hours established in section _____ of this chapter.

Sufficient evidence of dram shop liability insurance must be provided to the liquor commissioner with the application, in conformance with Section _____.

In all respects, the application must be made pursuant to section _____ of this Code and in all respects the applicants must qualify as any other applicant to the necessary licensing requirements.

The type of permit or license granted under this subsection ____ known and referred to as a class RD license shall be a permissive license and shall entitle the holder to the privilege of selling wine and beer for consumption only pursuant to all Code requirements the same as any other liquor license; however, the holder of this permit, upon acceptance of the permit, specifically waives any and all claims or rights that he may obtain in being granted this special permit, and specifically authorizes the mayor or his/her delegate or the chief of police or his/her delegate to revoke the permit at any time for any reason whatsoever. No reasons would have to be granted to revoke the permit at any time at the absolute discretion of the mayor or his/her delegate or the chief of police or his/her delegate, and upon acceptance of this type of special permit, the holder specifically acknowledges the special privilege of obtaining this type of permit and consents to all requirements, including the requirement of immediate forfeiture without reason.

The liquor commissioner may require such additional requirements and may promulgate such rules and regulations as he or she deems advisable and specific authorization is hereby given to the liquor commissioner to carry out the intent of this subsection and to require the applicant and the permit holder to satisfy all such regulations as he or she deems advisable to protect the public interest and the railroad depot.

A permit issued under this subsection _____ shall be valid notwithstanding any special use permit requirements of the zoning ordinance to the contrary.

The liquor commissioner may refuse to issue a class RD permit to any organization which, while operating under a previous RD permit, violated any ordinance or law or without any regulation regarding use of the railroad depot pursuant to this permit.

(New)

Winetasting/Samples

A winetasting event for the purpose of this section is defined as an event encompassing no more than eight (8) continuous hours at which wine is dispensed in glasses, of not more than one (1) promotional sample, which have a capacity of not more than one (1) ounce each, to any person of legal age, for which the license holder makes no charge and receives no monetary consideration. A current licensee may hold a winetasting event not more often than one (1) time in any calendar quarter. The license holder must comply with the then current policy of the Illinois Liquor Control Commission, and the mayor must be notified by the license holder, in writing, five (5) days in advance of the winetasting event, of the time, date and location of the event.

No winetasting/samples permit holder shall deliver more than one (1) single promotional sample to the same person during a twenty-four hour period. A single promotional sample may, at times, include more than one type or version of alcoholic liquor i.e. two different types of wine.

The promotion will remain within the licensed premises as specified in the original license application. The promotion will not conflict with or otherwise violate this or any other ordinance of the City.

(New)

Drive up Window

A. Drive-up windows maintained and operated on premises duly licensed for the sale of alcoholic liquors within the corporate limits of the City shall be adequately lighted during business hours by natural or artificial white light so that all persons or vehicles transacting business at such windows shall be clearly visible. From sunset until closing time, said drive-up windows shall be directly lighted by no less than two (2), 300-watt incandescent lamps or their equivalent, spaced at least eight (8) feet apart, located directly over or near said drive-up window, with light rays so directed as to most effectively light the outside area immediately adjacent to said window. Existing drive-up window liquor sales will be grandfathered in this provision until ownership has changed or the business has been out of operation for more than six (6) months.

B. In order to enforce this section, the City shall have the right to require the filing with it of plans, drawings and photographs showing the lighting as above required. This paragraph shall constitute an additional regulation of premises licensed for the sale of alcoholic liquors.

C. Only "package sales" are permitted at drive-up windows.

D. Only a licensee having a package sales license shall maintain and operate a drive-up window at which alcoholic liquors are sold.

(Revised)

Insurance

Evidence of dram shop liability insurance covering the entire period of the license in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Illinois. The certificate shall insure applicant and owner or lessor of the premises in such amounts as may be required by the Illinois Liquor Control Act, or in an amount of not less than \$1,000,000, whichever amount is greater. The certificate shall be submitted to the local liquor commissioner upon application for or renewal of the liquor license.

(Revised)

Location/Zoning

A. No licensee shall be issued for the sale of retail of any alcoholic liquor within four hundred (400) feet of any church, school, park, a residential district or nursing home.

B. This prohibition will not apply to hotels offering restaurant service, regular organized clubs or to restaurants, food shops or other places where sale of alcoholic liquor is not the principal business carried on, if such place of business so exempt shall have been established for such purposes prior to the effective date hereof.

(Revised)

Hours

A. It shall be unlawful for any licensee to sell or offer for sale at retail, serve, dispense or provide free of charge, any alcoholic liquor in the city between the hours of 1:00 a.m. and 6:00 a.m. of any day except Sunday, when it shall be unlawful to sell or offer for sale, any alcoholic liquor from 1:00 a.m. on Sunday morning until 12:00 noon on the same Sunday.

(New)

Downtown restricted numbers

A maximum of ten (10) Class A and five (5) Class B-1 retail liquor licenses shall be permitted in the area which is described as follows:

Beginning at the intersection of 21st Street and Richmond extending east to the intersection of Richmond and 6th Street, then extending south to the intersection of Charleston and 6th Street, extending west along Charleston to the intersection with 21st Street.

Should any of the ten Class A or five Class B-1 retail liquor licenses referenced in this paragraph become available for issuance due to the death of the licensee; termination of a partnership or corporation, or bankruptcy of a licensee, or due to the revocation of a license or for any other reason, the number of Class A or B-1 retailer's licenses issued or available in the above described area shall be reduced until there are no more than a total of ten (10) Class A or five (5) Class B-1 retailer's licenses issued or available in the above described area. No Class A or Class B-1 retailer's licenses shall be transferred to locations within the above described area which would increase the total number of Class A or Class B-1 retailer's licenses issued or available in that area to a number of in excess of ten (10) or five (5). Nothing in this section shall be construed to prevent a Class A or Class B-1 retailer's license in existence and located within the above described area on the effective date of this section from transferring to another location within the above described area.

NEW BUSINESS:

City of Mattoon Council Decision Request

MEETING DATE: 10/18/2011 CDR NO: 2011-1267

SUBJECT: Request to reject all bids for replacement bullet proof vests for officers of the Mattoon Police Department and accept the bid of \$625.00 per set from Ray O'Herron Co., Inc.

SUBMITTAL DATE: 09/21/2011

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

APPROVED FOR Sue McLaughlin _____
COUNCIL AGENDA: City Administrator Date

EXHIBITS (If applicable): Specification Sheet

| EXPENDITURE | AMOUNT | FUNDS | CONTINGENCY |
|-------------|-------------|-------------|-------------|
| ESTIMATE: | BUDGETED: | REMAINING: | FUNDING: |
| \$22,500.00 | \$22,500.00 | \$22,500.00 | \$0.00 |

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

“I move that the City Council authorize the Chief of Police to reject all bids for replacement bullet proof vests for officers of the Mattoon Police Department and accept the bid of \$625.00 per set from Ray O'Herron Co., Inc.”

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

A Notice to Bidders for body armor equipment was advertised in the public notices section of the local newspaper on September 9, 2011. Said advertisement specifically required that all bids must be sealed and labeled “Body Armor Bid” and received at Mattoon Police Department by 1:00pm on September 19, 2011 at which time a public opening shall be conducted.

Unfortunately, persons submitting the bids that were received by Mattoon Police Department did not follow the specific instructions, failing to submit sealed bids, and instead submitted them via e-mail which is a direct violation of the bid process.

Ray O'Herron Co., Inc. of Danville, IL was one of three who submitted a (rejected) bid for 36 replacement bullet proof vests at \$625.00 per set. This set includes (1) PACA PerformX with Level II BII ballistics, (1) soft trauma plate, (2) tailored armor carriers, and (2) PerformX concealable carriers. The other two bidders supplied information on the same items with the exception of the concealable carriers of which only one would have been provided. Had an additional carrier been provided by the other two vendors their bids would have increased approximately \$100.00 per set, therefore making Ray O'Herron Co., Inc. the lowest bidder.

The City of Mattoon Police Department seeks bids for the following equipment;

Thirty-five (35) sets of male body armor, and One (1) set of female body armor, specified by the BOJ to meet or exceed threat level two (2) certification. Said armor shall include One (1) soft trauma plate, One (1) concealment carrier, and Two (2) tailored armor carriers. Contact Dep. Chief Jason Taylor at 235-5451 with questions. Bids must be labeled "Body Armor Bid" and received at the Mattoon Police Department, 1710 Wabash, Mattoon, Il. 61938, by 1:00 p.m. on September 12th 2011 at which time a public opening shall be conducted.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2011-2845

A RESOLUTION AUTHORIZING A SUCCESSOR FLEXIBLE BENEFITS PLAN TO BE ADMINISTERED BY OPTUMHEALTH FINANCIAL SERVICES

WHEREAS, the City of Mattoon, Illinois (“City”) had established a Flexible Benefits Plan made available to all eligible employees and elected officials pursuant to Section 125 of the Internal Revenue Code permitting such Plans with The Principal Life Insurance Group; and,

WHEREAS, The Principal Life Insurance Company is ceasing its administration of Section 125 Plans and has partnered with OptumHealth Financial Services to offer successor services; and,

WHEREAS, the City Council approved the proposal of OptumHealth Financial Services at the Council meeting of August 16, 2011; and,

WHEREAS, OptumHealth Financial Services has completed an updated Plan Document and Summary Plan Description.

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

Section 1. The City hereby adopts the City of Mattoon, Illinois Flexible Benefit Plan (the “Plan”), attached hereto as Appendix A, and the City of Mattoon, Illinois Flexible Benefit Plan Summary Plan Description, attached hereto as Appendix B; and that such resolution has not been modified or rescinded as of the date hereof.

Section 2. The form of amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective October 01, 2011, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

Section 3. The City Clerk shall be the Administrator for this Flexible Benefit Plan; shall receive necessary reports, notices, etc. from OptumHealth Financial Services; shall cast, on behalf of the Employer, any required votes under the OptumHealth Financial Services, and is authorized to administer the Plan and execute all necessary agreements with the OptumHealth Financial Services incidental to the administration of the Plan.

Section 4. The Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

Section 5. The duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

Section 6. The Mayor is authorized to sign the Plan attached hereto as Appendix A and Summary Plan Description attached hereto as Appendix B with the OptumHealth Financial

Services.

Section 7. The undersigned further certifies that attached hereto as Appendix A and Appendix B are true copies of City of Mattoon, Illinois Flexible Benefit Plan as amended and restated and the Summary Plan Description approved and adopted in the foregoing resolution.

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 2011, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2011.

Timothy D. Gover, 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 _____, 2011.

CITY OF MATTOON, ILLINOIS FLEXIBLE BENEFIT PLAN

The Employer recognizes that the Plan Document is an important legal document and this document has been prepared based on OptumHealth Financial Services understanding of the Employer's desired provisions. It may not conform to the Employer's situation and the Employer should consult with its attorney on the legal and tax implications of the Plan. The Employer is responsible for reviewing all legal documents and ensuring that the documents are compliant with applicable law and consistent with the goals of the benefit plan. OptumHealth Financial Services is not engaged in the practice of law or giving tax advice and cannot be responsible for the legal and tax aspects of the Plan nor its appropriateness for the Employer's situation.

ADOPTION INFORMATION

PLAN TYPE: Section 125 Flexible Benefit Plan

EMPLOYER, ADMINISTRATOR AND PLAN SPONSOR: City of Mattoon, Illinois
208 North 19th Street
Mattoon, IL 61938

EMPLOYEE CLASSIFICATION: All employees regularly scheduled to work 30 hours or more per week.

NEW HIRE ELIGIBILITY: The first day upon which the employee satisfies the eligibility criteria.

PLAN NUMBER: 501

ORIGINAL EFFECTIVE DATE: January 1, 2004

PLAN YEAR: January 1 – December 31

PLAN SERVICE PROVIDER: OptumHealth Financial Services, Inc. (OHFS)
P.O. Box 728
Anoka, MN 55303

PLAN YEAR MAXIMUM HEALTH FLEXIBLE SPENDING ACCOUNT REDUCTION: \$5000

PLAN YEAR MINIMUM HEALTH FLEXIBLE SPENDING ACCOUNT REDUCTION: \$100

PLAN YEAR MAXIMUM DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT REDUCTION: Refer to the Dependent Care section for maximum eligible reimbursement.

PLAN YEAR MINIMUM DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT REDUCTION: \$100

CLAIMS PROCESSING SCHEDULE: Weekly – (all mailed or faxed claims must be received at least five (5) business days prior.

WHEN MUST CLAIMS BE RECEIVED BY OPTUMHEALTH FINANCIAL SERVICES, INC. AFTER THE END OF THE PLAN YEAR: Claims for expenses incurred in the prior Plan Year must be **received no later than March 31st**.

To be reimbursed you must deliver a completed claim form to:

OptumHealth Financial Services, Inc. (OHFS)
P.O. Box 728
Anoka, MN 55303
Fax 888-464-4470

You must attach a copy of your bill or receipt or other satisfactory third party documentation of the amount of the expense and the date(s) the expense was incurred (a canceled check is not sufficient). You must also certify that each expense is eligible for reimbursement under the Plan, that it has not been previously reimbursed under the Plan and that it is not

ADOPTION INFORMATION (CONTINUED)

reimbursable from any other source (e.g., insurance). After your claim is reviewed, processed, and approved, you will receive a reimbursement. You may check on your account information at www.ohfsbenefitaccess.com by clicking on “Participant”.

You may also fax your claims and documentation to **OHFS at (763) 767-4700**. Faxed claims must be received prior to 1:00 PM Central Time on the deadline date. Claims with missing or illegible information will be denied, pending re-submission of legible information.

If an expense is eligible for both medical and dependent care reimbursements, you may choose whether to submit the expense as a medical expense or a dependent care expense. You may also submit part of the expense for reimbursement under one type of coverage, and the remainder for reimbursement under the other, but you may only be reimbursed once for any expense.

TERMINATION GUIDELINES:

HEALTH FLEXIBLE SPENDING ACCOUNT EMPLOYEE TERMINATION GUIDELINES:

NUMBER OF DAYS TO INCUR CLAIMS: For a medical expense to be eligible, it MUST be INCURRED prior to their last day of employment.

NUMBER OF DAYS TO SUBMIT CLAIMS AFTER LAST DAY OF EMPLOYMENT: The terminated employee has the remainder of the Plan Year in which termination occurs, plus until March 31st after that Plan Year ends, to submit claims for expenses that were incurred prior to their last day of employment.

DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT EMPLOYEE TERMINATION GUIDELINES:

NUMBER OF DAYS TO INCUR CLAIMS: The terminated employee has the remainder of the Plan Year to incur eligible dependent care expenses.

WHEN MUST CLAIMS BE RECEIVED BY OPTUMHEALTH FINANCIAL SERVICES, INC. AFTER LAST DAY OF EMPLOYMENT: Claims for expenses incurred in the prior Plan Year must be received no later than March 31st.

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CITY OF MATTOON, ILLINOIS FLEXIBLE BENEFIT PLAN

INTRODUCTION

The Employer has amended this Plan effective October 01, 2011, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 01, 2004. The Plan shall be known as City of Mattoon, Illinois Flexible Benefit Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, as allowed by reason of the Affordable Care Act.

1.8 **"Effective Date"** means January 01, 2004.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Mattoon, Illinois and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.14 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.15 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.16 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.17 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.18 **"Plan"** means this instrument, including all amendments thereto.

1.19 **"Plan Year"** means the 12-month period beginning January 01 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.20 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.21 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.22 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.23 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.24 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse", as defined under Federal law, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions defined in the Adoption Information (or the Effective Date of the Plan, if later). However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1, unless the Employee elects, during the Election Period, not to participate in the Plan.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically

become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may incur and submit claims for employment related Dependent Care Expense reimbursements within the number of days listed in the Adoption Information, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **Health FSA.** With regard to the Health Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made for claims incurred up to the date of termination and submitted within the remainder of the Plan Year, plus 90 days after termination.
- (d) **Health FSA treatment.** In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit
- (4) Dental Insurance Benefit
- (5) Premium Expense Reimbursement Account

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 PREMIUM EXPENSE REIMBURSEMENT ACCOUNT

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit. These policies can include any qualified Employer sponsored health, dental, vision, employee-only group term life (up to \$50,000 death benefit), disability, accident, cancer and intensive care insurance plans.

(b) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from any additional Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.7 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of

Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent

care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical

Expense and not when the Participant is formally billed or charged for, or pays for the medical care.

Effective January 1, 2011, a Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$5000.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the number of days listed in the Adoption Information, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within the number of days listed in the Adoption Information.

**ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6

individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Claims for reimbursement.** If a Participant fails to submit a claim within the number of days listed in the Adoption Information, those claims shall

not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within the number of days listed in the Adoption Information after termination of employment.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within the number of days listed in the Adoption Information, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within the number of days listed in the Adoption Information after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as

possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan.

Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to

perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this
_____ day of _____.

City of Mattoon, Illinois

By _____
EMPLOYER

ADOPTING RESOLUTION

The undersigned Principal of City of Mattoon, Illinois (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective October 01, 2011, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of City of Mattoon, Illinois Flexible Benefit Plan as amended and restated and the Summary Plan Description approved and adopted in the foregoing resolutions.

Principal

Date: _____

CITY OF MATTOON, ILLINOIS FLEXIBLE BENEFIT PLAN
SUMMARY PLAN DESCRIPTION

ADOPTION INFORMATION

PLAN TYPE: Section 125 Flexible Benefit Plan

EMPLOYER, ADMINISTRATOR AND PLAN SPONSOR: City of Mattoon, Illinois
208 North 19th Street
Mattoon, IL 61938

EMPLOYEE CLASSIFICATION: All employees regularly scheduled to work 30 hours or more per week.

NEW HIRE ELIGIBILITY: The first day upon which the employee satisfies the eligibility criteria.

PLAN NUMBER: 501

ORIGINAL EFFECTIVE DATE: January 1, 2004

PLAN YEAR: January 1 – December 31

PLAN SERVICE PROVIDER: OptumHealth Financial Services, Inc. (OHFS)
P.O. Box 728
Anoka, MN 55303

PLAN YEAR MAXIMUM HEALTH FLEXIBLE SPENDING ACCOUNT REDUCTION: \$5000

PLAN YEAR MINIMUM HEALTH FLEXIBLE SPENDING ACCOUNT REDUCTION: \$100

PLAN YEAR MAXIMUM DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT REDUCTION: Refer to the Dependent Care section for maximum eligible reimbursement.

PLAN YEAR MINIMUM DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT REDUCTION: \$100

CLAIMS PROCESSING SCHEDULE: Weekly – (all mailed or faxed claims must be received at least five (5) business days prior.

WHEN MUST CLAIMS BE RECEIVED BY OPTUMHEALTH FINANCIAL SERVICES, INC. AFTER THE END OF THE PLAN YEAR: Claims for expenses incurred in the prior Plan Year must be **received no later than March 31st**.

To be reimbursed you must deliver a completed claim form to:

OptumHealth Financial Services, Inc. (OHFS)
P.O. Box 728
Anoka, MN 55303
Fax 888-464-4470

You must attach a copy of your bill or receipt or other satisfactory third party documentation of the amount of the expense and the date(s) the expense was incurred (a canceled check is not sufficient). You must also certify that each expense is eligible for reimbursement under the Plan, that it has not been previously reimbursed under the Plan and that it is not

ADOPTION INFORMATION (CONTINUED)

reimbursable from any other source (e.g., insurance). After your claim is reviewed, processed, and approved, you will receive a reimbursement. You may check on your account information at www.ohfsbenefitaccess.com by clicking on “Participant”.

You may also fax your claims and documentation to **OHFS at (763) 767-4700**. Faxed claims must be received prior to 1:00 PM Central Time on the deadline date. Claims with missing or illegible information will be denied, pending re-submission of legible information.

If an expense is eligible for both medical and dependent care reimbursements, you may choose whether to submit the expense as a medical expense or a dependent care expense. You may also submit part of the expense for reimbursement under one type of coverage, and the remainder for reimbursement under the other, but you may only be reimbursed once for any expense.

TERMINATION GUIDELINES:

HEALTH FLEXIBLE SPENDING ACCOUNT EMPLOYEE TERMINATION GUIDELINES:

NUMBER OF DAYS TO INCUR CLAIMS: For a medical expense to be eligible, it MUST be INCURRED prior to their last day of employment.

NUMBER OF DAYS TO SUBMIT CLAIMS AFTER LAST DAY OF EMPLOYMENT: The terminated employee has the remainder of the Plan Year in which termination occurs, plus until March 31st after that Plan Year ends, to submit claims for expenses that were incurred prior to their last day of employment.

DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT EMPLOYEE TERMINATION GUIDELINES:

NUMBER OF DAYS TO INCUR CLAIMS: The terminated employee has the remainder of the Plan Year to incur eligible dependent care expenses.

WHEN MUST CLAIMS BE RECEIVED BY OPTUMHEALTH FINANCIAL SERVICES, INC. AFTER LAST DAY OF EMPLOYMENT: Claims for expenses incurred in the prior Plan Year must be received no later than March 31st.

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SUMMARY

CITY OF MATTOON, ILLINOIS FLEXIBLE BENEFIT PLAN

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

I ELIGIBILITY

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan as defined in the Adoption Information. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

You can join the Plan on the day you meet the eligibility requirements as defined in the Adoption Information.

4. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

**II
OPERATION**

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

**III
CONTRIBUTIONS**

1. How much of my pay may the Employer redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

3. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

4. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

6. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV BENEFITS

1. What benefits are offered under the Plan?

Under our Plan, you can choose to receive your entire compensation or use a portion to pay for the following benefits or expenses during the year.

2. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by insurance and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed. Beginning January 1, 2011, you may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is the amount stated in the Adoption Information. In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

3. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

4. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we may offer you. These premium expenses can include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.
- Any qualified Employer sponsored health, dental, vision, employee-only group term life (up to \$50,000 death benefit), disability, accident, cancer and intensive care insurance plans.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V BENEFIT PAYMENTS

1. **When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. **What happens if I don't spend all Plan contributions during the Plan Year?**

Any monies left at the end of the Plan Year will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. **Family and Medical Leave Act (FMLA)**

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

(a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.

(b) You will still be able to request reimbursement for qualifying dependent care expenses from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate. You must submit claims within the number of days listed in the Adoption Information.

(c) Your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. You must submit claims within the remainder of the Plan Year, plus 90 days after termination.

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII PLAN ACCOUNTING

1. Periodic Statements

The Administrator will provide you with online access to your account so that you may periodically review your account balance. It is important that you review your account carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

City of Mattoon, Illinois Flexible Benefit Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on October 01, 2011. Your Plan was originally effective on January 01, 2004.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 01 and ends on December 31.

2. Employer Information

Your Employer's name, address, and identification number are:

City of Mattoon, Illinois
208 North 19th Street
Mattoon, Illinois 61938
37-6000648

3. Plan Administrator Information

The name and address of your Plan's Administrator are:

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

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

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

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

OptumHealth Financial Services, Inc. (OHFS)
P.O. Box 728
Anoka, MN 55303

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than the number of days listed in the Adoption Information. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within the number of days listed in the Adoption Information after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than the number of days listed in the Adoption Information. However, if you terminate employment during the Plan Year, you must submit your Dependent Care Flexible Spending Account claims within the number of days listed in the Adoption Information after your termination of employment. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X
SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2011 - 5330

**AN ORDINANCE AMENDING CHAPTER 72 OF THE MUNICIPAL
CODE REGARDING SNOW ROUTES**

WHEREAS, 65 ILCS 5/11-60-2 enables the corporate authorities of each municipality to define, prevent and abate nuisances; and

WHEREAS, the City Council desires to change the administration of the snow emergency ordinances to better effectuate the cleaning of accumulated snow from the mid-town business district.

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

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

Section 2. Code Amendment. Section §72.56 of Chapter 72 of the Code of Ordinances of the City of Mattoon are hereby amended as follows:

72.56 Snow Route Streets

(A) In the event of a "snow and ice emergency", it is hereby ordained that having a vehicle parked on the following streets, and not in the manner described in paragraph B below, during such snow emergency before the snow is removed is unlawful:

Broadway Avenue between Fourteenth and Twenty-First Streets;
Western Avenue from Nineteenth to Twenty-First Streets;
Fourteenth Street from Wabash to Richmond Avenues;
Fifteenth Street from Wabash to Richmond Avenues;
Sixteenth Street from Wabash to Richmond Avenues;
Seventeenth Street from Wabash to Broadway Avenues.

(B) If the snow and ice emergency is declared on an even numbered day then parking during the ice and snow emergency shall be allowed on the side of the street with the even numbered postal addresses. Consequently, if the ice and snow emergency is declared on an odd numbered day then parking during the ice and snow emergency all be allowed on the side of the street with the odd numbered postal addresses.

Section 3. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable.

Section 4. This ordinance shall be effective upon its publication **in pamphlet form** and approval as provided by law.

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 2011, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2011.

Timothy D. Gover, 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 _____, 2011.

Tourism Grant Application

Name of Organization: Lake Land College Women's Basketball

Contact Person: Dave Johnson

Address: 5001 Lake Land Blvd. Mattoon, IL. 61938 Telephone: 217-234-5446

Date of Event: Dec. 29-31 Name of Event: Laker Holiday Classic

How Event Promotes Tourism in Mattoon

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

The event will bring three college basketball teams and their traveling parties to our city. They will spend 3 days in town staying at hotels and eating at our local restaurants. This will include parents and relatives who travel to watch their daughters play.

How does your event attract non-residents?

It will bring groups who may not have ever traveled to our area before, increasing their exposure to our city.

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

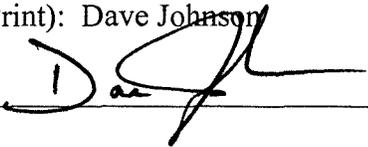
We would use the grant money to help the other colleges with the expense of hotels for their three day stay. Most of the schools will use 7 to 8 rooms each night of their stay. We would use a small amount of the grant for advertising the event and for team entertainment during their stay.

Financial Statement (See Attached)

Statement of Assurances

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

Name (Please Print): Dave Johnson

Signature: 

Date: September 28, 2011 Title or Office Held: Head Women's Basketball Coach

Tourism Grant Application

Detailed Budget

Event: Laker Holiday Classic

Date of Event: December 29-31, 2011 Date of Application: September 28, 2011

Sponsor: _____

| Income (Estimated) | Actual Last Year 20__ OR First Annual Budget | Estimated Present Year 2011 |
|-------------------------------------------------|-------------------------------------------------------------|------------------------------------|
| Rental of Booths | \$ | \$ |
| Entry Fees/ Gate Receipts | | \$1,350.00 |
| Donations/ Sponsorships | | |
| T-Shirts and Souvenirs | | |
| Food and Drinks, Etc. | | \$400.00 |
| Mattoon Tourism Grant | | \$2,500.00 |
| Other: (Explain) | | |
| _____ | | |
| Total Income | \$ | \$4,250.00 |
| Expenses (Itemized) | | |
| Advertising | | \$200.00 |
| T-Shirts and Souvenirs | | \$600.00 |
| Food, Drinks, Etc. Post Game | | \$600.00 |
| Meals | | |
| Labor Costs | | \$2,100.00 |
| Entertainment | | |
| Supplies | | \$450.00 |
| Postage | | |
| Rentals | | |
| Insurance | | |
| Other (Explain) | | |
| Hotel Rooms | | \$1,450.00 |
| _____ | | |
| Total Expenditures | \$ | \$5,400.00 |
| Estimate Value of In-Kind Services (Explain) | \$ | \$ |
| _____ | | |



LAKE LAND COLLEGE

5001 Lake Land Boulevard • Mattoon, Illinois 61938
Phone (217) 234-5333
www.lakelandcollege.com

DATE: September 28, 2011
TO: Tournament Participant
FROM: Dave Johnson, Head Women's Basketball Coach
RE: Holiday Laker Classic Tournament – December 29-31, 2011

PROGRAM INFORMATION:

Please email or fax your roster information no later than Monday, December 12th. E-mail crennels@lakeland.cc.il.us or fax to 217-234-5460

LOCATION:

All games will be played in the Field House on the campus of Lake Land College.

LOCKER ROOMS:

The Field House is equipped with two locker rooms for visiting teams. Each locker room will be marked with each team's names. Locker rooms will not be locked, therefore we advise you to make arrangements for the security of your items. Please bring locks for use in the locker rooms.

TOWELS:

Lake Land will not be able to provide towels for all the teams in the tournament, so please bring your own.

TRAINER:

Each team will be responsible for their own athletic supplies and trainer. Lake Land will have a trainer on sight only during the Lake Land games. The Lake Land trainer can help out any of the teams an hour before through the end of Lake Land's games.

Denny Throneburg
Athletic Director
217-234-5296

Cedric Brown
Men's Basketball
217-234-5294

Dave Johnson
Women's Basketball
217-234-5446

Nic Nelson
Softball
217-234-5332

Tony Simmonds
Baseball
217-234-5067

Amory Porter
Volleyball
217-234-5416

BASKETBALLS:

It is not necessary to bring your own basketballs. A compliment of six basketballs is provided to each team for practice and, of course, a game ball is provided.

REFRESHMENTS & HOSPITALITY ROOM:

The Hospitality Room will be open to all coaches and tournament officials only, with complimentary drinks and snacks available. A concession stand will be available for fans, etc. *There is no smoking permitted in the Field House.

OFFICIAL SCORERS & TIMERS:

An official scorer and timekeeper will be on duty for each game. Should you want your own book completed, you should provide someone to do so. Be sure to advise the announcer of the proper pronunciation of your player's names.

ACCOMMODATIONS:

Included in this letter is a list of Hotels.

ADMISSION:

Your team personnel will be admitted free (coaches, managers, and players). Everyone else is charged \$4.00 per day. There will be 2 games each day.

Lake Land College will provide tournament t-shirts per team. Please return sizes for your team by Monday, December 12, 2011.

Please don't hesitate to let us know if there is any other information you need or if there is anything we can do for you now or during the tournament. Please call Dave Johnson at 217-234-5446

Attach: Pairings
 Restaurants
 Motels

Denny Throneburg
Athletic Director
217-234-5296

Cedric Brown
Men's Basketball
217-234-5294

Dave Johnson
Women's Basketball
217-234-5446

Nic Nelson
Softball
217-234-5332

Tony Simmonds
Baseball
217-234-5067

Amory Porter
Volleyball
217-234-5416



Laker Holiday Classic

Dec. 29-31, 2011

Pairings

Thursday, Dec. 29, 2011

5:00pm Ancilla vs Shawnee

7:00pm John Wood vs Lake Land

Friday, Dec. 30, 2011

5:00pm Shawnee vs John Wood

7:00pm Ancilla vs Lake Land

Saturday, Dec. 31, 2011

12:00pm John Wood vs Ancilla

2:00pm Shawnee vs Lake Land

Home Team is listed last and will wear light color uniforms.

RESTAURANTS

LAKE LAND COLLEGE HOLIDAY LAKER CLASSIC – MATTOON, IL

Alamo Steak House

(217) 234-7337
700 Broadway Ave. E.
Mattoon, IL

Angelo's Pizza

(217) 258-6066
1020 Lake Land Blvd.
Mattoon, IL

Arby's

(217) 234-7035
815 Charleston Ave,
Mattoon, IL

Buffalo Wild Wings

(217) 258-9464
124 Dettro Dr,
Mattoon, IL

Burger King

(217) 234-8122
1508 Charleston Ave,
Mattoon, IL

Cody's Road House

(217) 235-1200
1320 Broadway Ave E,
Mattoon, IL

Cracker Barrel

(217) 234-9091
1101 Charleston Ave,
Mattoon, IL

Dairy Queen

(217) 235-0911
913 Charleston Ave,
Mattoon, IL

Dairy Queen

(217) 234-3644
320 N 19th St,
Mattoon, IL

Don Sol Mexican Grill

(217) 235-1139
230 Broadway Ave E,
Mattoon, IL

El Rancherito

(217) 235-6566
808 Lake Land Blvd,
Mattoon, IL

Hardee's

(217) 234-3845
1117 Lake Land Blvd,
Mattoon, IL

Jimmy John's

(217) 258-6400
900 Charleston Ave,
Mattoon, IL

Joe's Sports Bar & Grill

(217) 235-0123
3020 Lake Land Blvd,
Mattoon, IL

Jumbo Buffett

(217) 234-8888
700 Broadway Ave,
Mattoon, IL

KFC

(217) 234-6886
1000 Charleston Ave,
Mattoon, IL

Long John Silver's

(217) 235-5354
1208 Charleston Ave,
Mattoon, IL

McDonald's

(217) 235-3013
4212 Lake Land Blvd,
Mattoon, IL

McDonald's

(217) 235-6438
103 Dettro Dr,
Mattoon, IL

Monical's Pizza

(217) 234-6442
815 Broadway Ave,
Mattoon, IL

Pagliacci's

(217) 234-6000
319 N. Logan
Mattoon, IL

Papa John's Pizza

(217) 234-4744
801 Lake Land Blvd,
Mattoon, IL

Pizza Hut

(217) 234-4221
721 Charleston Ave,
Mattoon, IL

Qq Buffet

(217) 258-8838
108 Dettro Dr,
Mattoon, IL

Quiznos

(217) 234-8700
1009 Charleston Ave,
Mattoon, IL

Sonic Drive-In

(217) 258-8012
601 Lake Land Blvd,
Mattoon, IL

Stadium Grill

(217) 235-0499
102 Dettro Dr,
Mattoon, IL

Steak 'n Shake

(217) 235-1318
1400 Broadway Ave,
Mattoon, IL

Subway

(217) 258-7827
1502 Lake Land Blvd,
Mattoon, IL

Taco Bell

(217) 235-1927
514 Broadway Ave E,
Mattoon, IL

Wendy's

(217) 258-6272 1209
Broadway Ave E,
Mattoon, IL

MOTEL ACCOMMODATIONS

LAKE LAND COLLEGE HOLIDAY LAKER CLASSIC – MATTOON, IL

COMFORT INN & SUITES

1408 Broadway Ave.
Mattoon, IL 61938
217-235-6745

HOLIDAY INN EXPRESS HOTEL & SUITES MATTOON

121 Swords Dr.
Mattoon, IL 61938
800-345-8082

HAMPTON INN

1416 Broadway Ave. E.
Mattoon, IL 61938
217-234-4267

SUPER 8 MOTEL

205 McFall Road
Mattoon, IL 61938
217-235-8888

BAYMONT MATTOON

206 McFall Road
Mattoon, IL 61938
217-234-2420

FAIRFIELD INN

206 McFall Road
Mattoon, IL 61938
217-234-2355

DAYS INN

300 Broadway Ave. East
Mattoon, IL 61938
217-234-8600

QUALITY INN & SUITES

4922 Paradise Road
Mattoon, IL 61938
217-235-0222

Agreement

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

Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of Two thousand and Five hundred (2,500.00), for the purposes set forth in the Tourism Grant Application(appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

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

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

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

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

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

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

Mayor

Attest:

City Clerk

Grantee

**City of Mattoon
Council Decision Request**

MEETING DATE: October 18, 2011

CDR NO: 2011-1269

SUBJECT: WTP Chemical Bids

SUBMITTAL DATE: October 13, 2011

SUBMITTED BY: Dean Barber, Public Works Director

APPROVED FOR
COUNCIL AGENDA: Sue McLaughlin,
City Administrator _____

EXHIBITS (If applicable): Bid Tabulation

| EXPENDITURE | AMOUNT | CONTINGENCY FUNDING |
|---------------------|---------------------|---------------------|
| ESTIMATE: \$264,476 | BUDGETED: \$250,000 | REQUIRED: \$0 |

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 bids for Water Treatment Chemicals:

- Alum - General Chemical @ \$0.1950/pound
- Ammonium Sulfate - Hawkins, Inc. @ \$0.38/pound
- Carbon Dioxide - Continental Carbonic Products, Inc. @ \$0.0495/pound
- Cationic Polymer - Polydyne, Inc. @ \$0.57/pound
- Chlorine - Brenntag Mid-South, Inc. @ \$0.2285/pound
- Fluoride - Hawkins, Inc. @ \$0.42/pound
- Lime - Mississippi Lime Co. @ \$170.49/ton
- Permanganate - Carus Corporation @ \$0.99/pound
- Phosphate Blend - Carus Corporation @ \$0.62/pound
- Powdered Activated Carbon – Envirogreen @ \$0.6150/pound

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

A bid opening for our Water Treatment Chemicals was held on October 12, 2011. The bid tabulations are attached. We are recommending acceptance of the low bid for each item.

Our prices for the next 6 months are \$3,500 lower than the previous 6 months. (Please note that the math on the Excel Spreadsheet is based on annual usage and we are bidding 6 months at a time this year because of fuel price instability back in May.)

City of Mattoon

Water Treatment Chemical Bids - Nov 2011-Apr 2012

Alum

207,000

| | Unit Price | Est. Annual Cost |
|-------------------------|---------------|------------------|
| Current Price / lb. | 0.2240 | \$ 46,368.00 |
| General Chemical | 0.1950 | \$ 40,365.00 |
| USALCO | 0.2238 | \$ 46,326.60 |
| GEO | 0.2954 | \$ 61,145.73 |

Ammonium Sulfate

60,000

| | Unit Price | Est. Annual Cost |
|--------------------------|---------------|------------------|
| Current Price / lb. | 0.3800 | \$ 22,800.00 |
| Hawkins | 0.3800 | \$ 22,800.00 |
| GAC Chemical | 0.4350 | \$ 26,100.00 |
| Water Solution Unlimited | 0.5500 | \$ 33,000.00 |
| Brenntag | 0.6450 | \$ 38,700.00 |

Carbon Dioxide (CO2)

200,000

| | Unit Price | Est. Annual Cost |
|-----------------------------|---------------|------------------|
| Current Price / lb. | 0.0465 | \$ 9,300.00 |
| Continental Carbonic | 0.0495 | \$ 9,900.00 |

Cationic Polymer

35,000

| | Unit Price | Est. Annual Cost |
|---------------------------|---------------|------------------|
| Current Price / lb. | 0.5700 | \$ 19,950.00 |
| Polydyne | 0.5700 | \$ 19,950.00 |
| Hexagon Technologies | 0.5700 | \$ 19,950.00 |
| Applied Specialties, Inc. | 0.5730 | \$ 20,055.00 |
| Sal Chemical | 0.8350 | \$ 29,225.00 |

Chlorine (Liquid)

30,000

| | Unit Price | Est. Annual Cost |
|---------------------|---------------|------------------|
| Current Price / lb. | 0.2350 | \$ 7,050.00 |
| Brenntag | 0.2285 | \$ 6,855.00 |
| Hawkins | 0.2900 | \$ 8,700.00 |
| Alexander Chemical | 0.4250 | \$ 12,750.00 |

Fluoride

30,000

| | Unit Price | Est. Annual Cost |
|---------------------|---------------|------------------|
| Current Price / lb. | 0.4100 | \$ 12,300.00 |
| Hawkins | 0.4200 | \$ 12,600.00 |
| Brenntag | 0.4300 | \$ 12,900.00 |

City of Mattoon

Water Treatment Chemical Bids - Nov 2011-Apr 2012

Lime

650

| | Unit Price | Est. Annual Cost |
|---------------------|------------|------------------|
| Current Price / Ton | 170.4900 | \$ 110,818.50 |
| Mississippi Lime Co | 170.4900 | \$ 110,818.50 |
| Caremeuse Lime, Inc | 174.5200 | \$ 113,438.00 |

Permanganate (NaMnO4)

3,640

| | Unit Price | Est. Annual Cost |
|---------------------|------------|------------------|
| Current Price / lb. | 0.9900 | \$ 3,603.60 |
| Carus Corp | 0.9900 | \$ 3,567.96 |
| Brenntag | 1.1100 | \$ 4,000.44 |

Phosphate Blend

21,000

| | Unit Price | Est. Annual Cost |
|---------------------------|------------|------------------|
| Current Price / lb. | 0.7000 | \$ 14,700.00 |
| Carus Corp | 0.6200 | \$ 13,020.00 |
| Water Solutions Unlimited | 0.6900 | \$ 14,490.00 |
| Pristine Water Soln | 0.7130 | \$ 14,973.00 |
| Shannon Chemical | 0.8570 | \$ 17,997.00 |

Powder Activated Carbon

40,000

| | Unit Price | Est. Annual Cost |
|-----------------------|------------|------------------|
| Current Price / lb. | 0.6175 | \$ 24,700.00 |
| Envirogreen | 0.6150 | \$ 24,600.00 |
| Standard Purification | 0.6730 | \$ 26,920.00 |
| Norit | 0.6900 | \$ 27,600.00 |
| Alexander Chemical | 0.6900 | \$ 27,600.00 |

| Chemical | Supplier | Unit Price (\$/lbs/ton) | Est. Annual Cost |
|----------------------------|----------------------|----------------------------|----------------------|
| Alum | General Chemical | \$ 0.1950 | \$ 40,365.00 |
| Ammonium Sulfate | Hawkins | \$ 0.3800 | \$ 22,800.00 |
| Carbon Dioxide (CO2) | Continental Carbonic | \$ 0.0495 | \$ 9,900.00 |
| Cationic Polymer | Polydyne | \$ 0.5700 | \$ 19,950.00 |
| Chlorine | Brenntag | \$ 0.2285 | \$ 6,855.00 |
| Fluoride | Hawkins | \$ 0.4200 | \$ 12,600.00 |
| Lime | Mississippi Lime Co | \$ 170.4900 | \$ 110,818.50 |
| Permanganate (NaMnO4) | Carus Corp | \$ 0.9900 | \$ 3,567.96 |
| Phosphate Blend | Carus Corp | \$ 0.62 | \$ 13,020.00 |
| Powder Activated Carbon | Envirogreen | \$ 0.6150 | \$ 24,600.00 |
| | | TOTAL | \$ 264,476.46 |

City of Mattoon

Water Treatment Chemical Bids - Nov 2011-Apr 2012

| | | |
|----------------|----|------------|
| Current | \$ | 264,476.46 |
| Prev Half Year | \$ | 271,590.10 |
| Dif | \$ | (7,113.64) |
| Percent Change | | -3% |

Nothing follows