

**CITY OF MATTOON, ILLINOIS**  
**CITY COUNCIL AGENDA**  
**October 4, 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 September 20, 2011**

**Fire & Police Pension Reports for the month of August, 2011**

**Bills and Payroll for the last half of September, 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**

**PRESENTATION:** Presentation acknowledging and expressing gratitude to Merle Lowry for his 51 years service on various boards of the City of Mattoon.

**PRESENTATION OF AUDIT – West & Company**

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

## **NEW BUSINESS:**

- 1. Motion – 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. (Gover) *These appointments are replacements for Merle Lowry and Joe McKenzie.***
- 2. Motion – Approve Council Decision Request 2011-1265: Approving the promotion of Officer Travis S. Easton to the rank of Sergeant in the Mattoon Police Department effective October 8, 2011. (Gover)**
- 3. Motion – 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. (Ervin)**
- 4. Motion – Adopt Ordinance 2011-5327: Approving a 4-way stop at the intersection of Broadway Avenue and 2<sup>nd</sup> Street. (Becker)**
- 5. Motion – 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 (Gover)**
- 6. Motion – 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. (Ervin)**
- 7. Motion – 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 17<sup>th</sup> Street. (Ervin)**
- 8. Motion – Adopt Ordinance 2011-5328: Amending Chapter 117 of the Municipal Code to increase the number of Taxicab licenses. (Gover)**
- 9. Motion – Adopt Ordinance 2011-5329: Approving a Redevelopment Agreement between the City of Mattoon and Larson Family Real Estate LLLP; and authorizing certain actions by City Officials. (Ervin)**
- 10. Motion – 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. (Hall)**
- 11. Motion – 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 of Sullivan. (Gover)**

**DEPARTMENT REPORTS:**

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

**COMMENTS BY THE COUNCIL**

**Adjourn**



TO: City Council

FROM: Sue McLaughlin  
City Administrator

DATE: September 23, 2011

RE: Liquor ordinance

Reviewed ordinances from:

Carbondale	Centralia	Champaign
Charleston	Decatur	DeKalb
Effingham	Jacksonville	Mahomet
Mt. Vernon	Rantoul	Rockford
Sullivan	Sycamore	Urbana

Issues with current ordinance

- Restricted number
- No adult entertainment provision
- No provisions to allow for growth, new opportunities
- Special events licenses too limited
- Fees low
- Need possible provision for depot

Recommended update

- Increase special events licenses
- Increase number of licenses available; restrict locations
- Increase fees
- Add prohibitions
- Add winetasting provision
- Add depot provision
- Add adult entertainment provision

Item	Current Ordinance	Recommendation
<b>Special Events</b>	3 days total; 1 per year	3 days maximum; 3 per year; \$100/event
<b>License</b>	<b># Current Licenses:</b>	<b>Proposal:</b>
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: 10; \$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
<b>Fees</b>		
	A \$1200	A \$2000
	B-1 \$1000	B-1 \$1750
	B-2 \$1200	B-2 \$2000
	C \$500	BY \$100
	D-1 \$500	C \$1000
	D-2 \$750	D-1 \$1000
	R \$1200	D-2 \$1000
	T-1, T-2 \$100/day	R \$2000
	Caterer \$500	RD \$100/event
	Outdoor Café \$100	T-1, T-2 \$150/day
		Caterer \$750
		Outdoor Café \$500

<b>Addtl Fees</b>	Location transfer - \$25 Ownership change - \$25	Sunday sales \$200 extra Bars with pkg - \$200 extra Wine-tasting - \$25/event; 4/year Renewal/upfront Ownership change – new initial fee Premise expansion - \$500 Location transfer - \$500 Renewals – same as above - annually
<b>Prohibited license holders</b>	No provisions for those suggested below	See below
<b>Depot</b>	None	See below
<b>Wine tasting</b>	None	See below
<b>Adult Entertainment</b>	None	See below
<b>Addtl provisions</b>	Change in ownership - \$25, paperwork Prohibited per zoning ord Bond – \$500	Change in ownership = new license Drive up window – see below Zoning – 1000’ Certificate of Insurance – see below

(New)

### **Adult Entertainment Provision:**

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, 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-in 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-in 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-in window, with light rays so directed as to most effectively light the outside area immediately adjacent to said window. Existing drive-in window liquor sales will be grandfathered in this provision until ownership has changed or the business has been out of operation for more than one (1) calendar year.

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-in windows.
- D. Only a licensee having a package sales license shall maintain and operate a drive-in 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 five hundred (500) 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 21<sup>st</sup> Street and Richmond extending east to the intersection of Richmond and 6<sup>th</sup> Street, then extending south to the intersection of Charleston and 6<sup>th</sup> Street, extending west along Charleston to the intersection with 21<sup>st</sup> 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.



<b><u>Broadway East TIF</u></b>		
<b><u>Dist</u></b>		
Bills		\$ 4,209.68
	Total	\$ 4,209.68
<b><u>Water Fund</u></b>		
Payroll		\$ 28,081.97
Bills		\$ 26,554.83
	Total	\$ 54,636.80
<b><u>Sewer Fund</u></b>		
Payroll		\$ 31,268.43
Bills		\$ 25,395.20
	Total	\$ 56,663.63
<b><u>Motor Fuel Tax Fund</u></b>		
Bills		\$ 209,564.08
	Total	\$ 209,231.08
<b><u>Health Insurance Fund</u></b>		
Bills		\$ 113,898.74
	Total	\$ 113,898.74

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

## **PRESENTATIONS, PETITIONS & COMMUNICATIONS**

- Public comments/presentations and non-agenda items

Mr. Bob Dunst spoke on behalf of the pickleball players and addressed the boundary lines as a tennis player as well. Mrs. Joyce St. Michael added her conversation with her daughter who had no trouble with the additional lines. Mr. Jim Shook noted his conversation with young tennis players' coach who had not noticed problems with the extra lines. Mrs. Marcia Overton spoke on behalf of the pickleball players and noted participation by players from various other cities in the surrounding communities. Mayor Gover stated he and Director Barber have heard their request.

Mayor Gover opened the floor for further comments to the Council.

Mr. Tim Quakenbush updated the Council on his and Mr. John Arena's attempt to work out a neighborhood issue and stated Mr. Arena's attorney had made a purchase offer for the adjoining neighbor's building.

Mayor opened the floor for further questions or comments, and thanked those in attendance.

Clerk O'Brien read the following proclamation:

**Proclamation**

**WHEREAS**, the service rendered the United States by the American Mother is the greatest source of the Country's strength and inspiration; and

**WHEREAS**, we honor ourselves and the mothers of America when we revere and give emphasis to the home as the fountainhead of the State; and

**WHEREAS**, the American Mother is doing so much for the home and for the moral and spiritual uplift of the people of the United States and hence so much for good government and humanity; and

**WHEREAS**, the American Gold Star Mothers suffered the supreme sacrifice of motherhood in the loss of their sons and daughters in World Wars; and

**WHEREAS**, we will forever be grateful for our Gold Star Mothers who have given so much for our safety and freedom in the great nation and the City of Mattoon, IL; and

**WHEREAS**, we acknowledge the need to remain a united nation of strength, endurance and perseverance;

**NOW, THEREFORE**, I Timothy D. Gover, MAYOR of the City of Mattoon, IL, do hereby proclaim the week of September 19, 2011 through September 25, 2011 as

**GOLD STAR MOTHERS WEEK**

For the citizens of Mattoon, and encourage the citizens to display the flag as a public expression of the love, sorrow and reverence of the people of Mattoon for the American Gold Star Mothers.

Signed this 19<sup>th</sup> day of September, 2011.

/s/ Timothy D. Gover  
Mayor Timothy D. Gover

**NEW BUSINESS:**

Commissioner Rankin seconded by Commissioner Hall moved to adopt Special Ordinance 2011-1456, authorizing the Mayor to sign an outright grant agreement by and between the City of Mattoon and Mattoon Public Library reimbursing up to \$55,000 from Mid-town TIF

Revenues for façade improvements including exterior structure improvements, stair and handrail replacements, replacement of bricks, installation of a security gate and permanent bicycle racks to the property located at 1600 Charleston Avenue.

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2011-1456**

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND THE MATTOON PUBLIC LIBRARY IN CONNECTION WITH THE MATTOON MIDTOWN TIF REDEVELOPMENT PROJECT AREA**

**WHEREAS**, the Mattoon Public Library (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 Rankin, seconded by Commissioner Hall, adopted this 20<sup>th</sup> day of September, 2011, by a roll call vote, as follows:

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

ABSENT (Names): Commissioner Ervin

Approved this 20th day of September, 2011.

/s/ Tim Gover  
Mayor Tim Gover  
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 September 20, 2011.

Attachment (1) - EXHIBIT "A"

Mayor Gover opened the floor for discussion. Commissioner Rankin inquired as to the improvements to the outside steps. Director Franklin noted the outside steps were to be replaced with concrete of similar color, due to the infeasibility of stone replacements.

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.

Mayor Gover seconded by Commissioner Becker moved to adopt Special Ordinance 2011-1457, establishing the 2011/2012 Compensation Plan for managerial and non-union non-managerial employees of the municipality.

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**CITY OF MATTOON, ILLINOIS  
SPECIAL ORDINANCE NO. 2011-1457**

**AN ORDINANCE ESTABLISHING THE 2011 - 2012 COMPENSATION PLAN FOR  
THE MANAGERIAL AND NON-UNION NON-MANAGERIAL EMPLOYEES OF THE  
MUNICIPALITY**

**WHEREAS**, negotiations have resulted in ratified agreements with two collective bargaining agents that represent employees of the municipality that provide an average of two percent (2%) pay increases at the beginning of each fiscal year beginning May 1, 2011 and ending April 30, 2012; and

**WHEREAS**, each of these collective bargaining agreements provide that City Council will amend its ordinances consistent with terms of the collective bargaining agreements; and

**WHEREAS**, the time is now appropriate to also establish rates of pay for the managerial employees and the non-managerial employees not represented by a collective bargaining agreement effective with the fiscal year that begins May 1, 2011.

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

**Section 1.** Non-Managerial, Non-Confidential & FLSA Exempt Employees shall be compensated in accordance with the schedule attached to this ordinance and marked Appendix A, which is consistent with the salary increases contained in the City's current collective bargaining agreements. Employees assigned to positions identified on the Schedule of Confidential & FLSA Exempt Supervisory & Management Positions shall receive an average salary increase of 2% as outlined in Appendix B effective May 1, 2011.

**Section 2.** Management employees assigned to positions identified on the Schedule of Confidential & FLSA Exempt Supervisory & Management Positions shall receive a salary increase of 2% as outlined in Appendix C effective May 1, 2011.

**Section 3.** To the extent this ordinance conflicts with prior ordinances establishing a compensation plan for the City's employees, the prior ordinances shall control except where specifically amended by this ordinance.

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

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

Upon motion by Mayor Gover, seconded by Commissioner Becker, adopted this 20th day of September, 2011, by a roll call vote, as follows:

AYES (Names): Commissioner Becker, Commissioner Hall

Commissioner Rankin, Mayor Gover

NAYS (Names): None

ABSENT (Names): Commissioner Ervin

Approved this 20<sup>th</sup> day of September, 2011.

/s/ Timothy D. Gover

Timothy D. Gover, Mayor

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 September 20, 2011.

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.

Mayor Gover seconded by Commissioner Hall moved to adopt Special Ordinance 2011-1458, approving a variance from the rear/side yard setback requirement for a property at 3457 Western Avenue. Petitioner - Howard Garman, Jr.

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2011-1458**

**AN ORDINANCE GRANTING A VARIANCE FROM THE REAR/SIDE YARD SET  
BACK REQUIREMENT AT 3457 WESTERN AVENUE**

**WHEREAS** there has been filed a written Petition by Howard Garman for a variance, respecting the property legally described as:

Lot thirteen (13) and the West 20 feet of Lot twelve (12) in Henrich's Subdivision, of the City of Mattoon, Coles County, Illinois; commonly known as 3457 Western Avenue

**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 garage that encroaches into the rear/side yard setback on the southwest side of the property located at 3457 Western Ave., and which will reduce the rear/side yard setback on the southwest side from the required 3 feet to 6 inches of a platted right of way along the railroad property; and

**WHEREAS** the zoning code requires rear and side yard setback to be three feet on detached accessory buildings in R1, Single Family Residence Zoning District; and

**WHEREAS** the Planning Commission for the City of Mattoon held a properly-noticed public hearing on September 13, 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/side yard setback requirement to enable the construction of an addition to the garage that encroaches rear/side yard setback on the southwest side of the property located at 3457 Western Ave., and which will reduce the rear/side yard setback from the required 3 feet to 6 inches.

**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 20<sup>th</sup> day of September, 2011, by a roll call vote, as follows:

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

Approved this 20<sup>th</sup> day of September, 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 September 20, 2011.

Mayor Gover opened the floor for discussion. Mayor Gover inquired as to its approval by the Planning Commission with Coordinator Gill responding affirmatively and the Planning Commission's recommendation.

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 Rankin seconded by Commissioner Hall moved to approve Council Decision Request 2011-1256, approving Change Order #39 to the Depot Project in the amount of \$97,653.60 for the installation of storm windows. This amount will be paid from donations

received from the Coles County Historical Society.

Mayor Gover opened the floor for discussion. Commissioner Rankin thanked the Historical Society for their efforts in collecting the donations. Mayor Gover also thanked the Society. Mrs. Jackie Record noted expenditures as the best way to use the donations.

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

Mayor Gover seconded by Commissioner Becker moved to approve Council Decision Request 2011-1257, ratifying the Mayor's appointment of Candice Rankin to the Mattoon Public Library Board for a term ending 06-30-14.

Mayor Gover opened the floor for discussion. Commissioner Rankin noted Mrs. Rankin was of no relation.

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 Becker seconded by Commissioner Rankin moved to approve Council Decision Request 2011-1258, approving paving plans for the paving of the YMCA/Depot Alley.

Mayor Gover opened the floor for discussion. Commissioner Hall requested clarification of the two motions with Director Barber explaining the first was to follow statutory requirements by Council approving the specifications of public improvements over \$20,000 and the second was to approve the price of the concrete. Commissioner Hall further inquired whether the alley and parking lot had distinction with Director Barber stating no and both were to be paved. Mayor Gover opened the floor for further questions 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 Becker seconded by Commissioner Rankin moved to approve Council Decision Request 2011-1259, approving the waiver of the requirement for formal bidding and approving the price quote from Bartels Construction in the amount of \$30,424.00 for the YMCA/Depot Alley Concrete.

Mayor Gover opened the floor for discussion or comments. Director Barber elaborated on the time savings of work to be completed by City workers; and explained the process. Mayor Gover inquired as to the completion date of Progress Square with Director Barber stating the end of November with additional work (electrical) to be completed later.

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 Rankin seconded by Commissioner Becker moved to approve Council Decision Request 2011-1260, approving the appropriation of \$715,000.00 for MFT Street Maintenance Materials for Calendar Year 2011.

Mayor Gover opened the floor for discussion. Director Barber noted this revision and estimate as a year-end adjustment requiring Council approval and IDOT's approval, and elaborated on the oil and chip program. Commissioner Becker noted his street was one of the first streets in the program, but he was not on the Council when the program was implemented.

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 Hall seconded by Commissioner Rankin moved to approve Council Decision Request 2011-1261, approving a \$5,000 grant by the Tourism Advisory Committee from hotel/motel tax funds to Mattoon Youth Wrestling Club for hosting the Mattoon Santa Chase Half Marathon and 5K Race on November 19, 2011; and authorizing the Mayor to sign the agreement.

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 Hall seconded by Commissioner Rankin moved to approve Council Decision Request 2011-1262, approving a \$4,900 grant by the Tourism Advisory Committee from hotel/motel tax funds to Lake Land College Athletics for hosting the Quality Inn – Laker Classic on November 11- 13, 2011; and authorizing the Mayor to sign the agreement.

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.

Mayor Gover seconded by Commissioner Becker moved to approve Council Decision Request 2011-1263, awarding the proposal from Houseal Lavigne Associates of Chicago in the amount of \$47,978.00 to provide consulting services for the Mattoon Comprehensive Plan.

Mayor Gover opened the floor for discussion or comments 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.

## **DEPARTMENT REPORTS**

ATTORNEY & TREASURER – noted work on audit. Mayor Gover opened the floor for questions with no responders.

CITY CLERK – noted work on various reports – business as usual. Mayor Gover opened the floor for questions with no responders.

PUBLIC WORKS – reviewed various projects (Sanitary Sewer Replacement next to Hunan Restaurant, demolition of parking lot and electrical work, prep work for mural, 31<sup>st</sup> Street/ United Graphics work completed, South Side Drainage Basin update, Lawson Park equipment installation with opening on Thursday, Depot Parking Lot, and Moultrie County Water District completed their connection), commended Kurt Stretch and crews for their work at Lawson Park and commended the Kiwanis Club for their fundraising efforts as well. Commissioner Rankin commended the Kiwanis Club and the City's staff for a job well done. Mayor Gover opened the floor for questions. Mrs. Jackie Record inquired about the Depot Parking Lot with Director Barber responding. Further discussion was held on the Depot Parking Lot. Mayor Gover commended the staff and crews on Lawson Park and noted Vanlaningham Park and Cunningham Park could use playground equipment.

COMMUNITY DEVELOPMENT – updated Council on nuisances and property maintenance, review of plans for commercial projects and one house project. Mayor Gover opened the floor for questions with no responders.

FIRE - updated the Council on various training, 9/11 memorial attendance at MMS and St. Mary's School, fire prevention readiness, Special Olympics festival, announced Fire Prevention week and Fire Open House on October 15<sup>th</sup>. Mayor Gover opened the floor for questions with no responders.

POLICE – updated Council on two injured officers and their status, increased nuisance patrol, and initiated traffic enforcement in the school zones. Mayor Gover opened the floor for questions with no responders.

## **COMMENTS BY THE COUNCIL**

Commissioners Becker, Hall and Rankin had no further comments.

Mayor Gover thanked all in attendance.

Attorney & Treasurer Owen announced the mural dedication scheduled for Saturday, October 1, 2011 and thanked Mr. Bob Walker for allowing the artist to use his building for storage.

Commissioner Hall seconded by Commissioner Becker moved to adjourn at 7:14 p.m.

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.

/s/ Susan J. O'Brien  
City Clerk

# **DEPARTMENT REPORTS:**

**BEGIN ON NEXT PAGE**

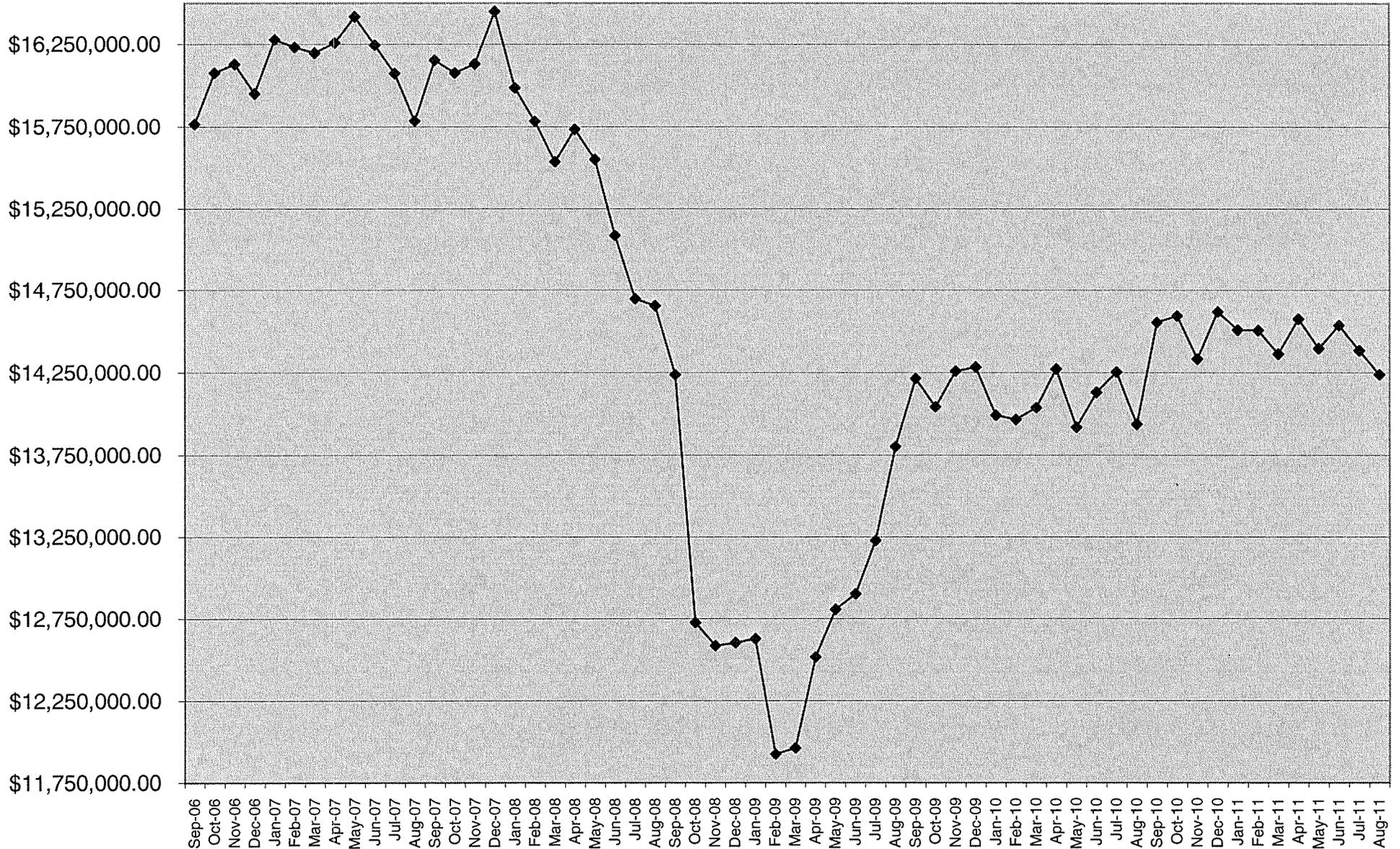
**Firefighters Pension Fund  
Investment Analysis as of August 31, 2011**

		<u>Ending Value</u>	<u>Cash or Equivalents</u>	<u>Equities</u>	<u>Bonds &amp; Fixed Incomes</u>
Wells Fargo	Centennial Money Market Tr & CD's	\$ 1,830,436.09	\$1,830,436.09		
Wells Fargo	Bonds	\$ 5,346,810.14			\$ 5,346,810.14
AIG - Sun America	AIG Variable Ovation 9	\$ 1,299,907.58		\$ 1,299,907.58	
ING	Golden American Life	\$ 5,251,019.09		\$ 5,251,019.09	
First National Bank	Checking Account	\$ 511,626.32	\$ 511,626.32		
		<b><u>\$ 14,239,799.22</u></b>	<b><u>\$2,342,062.41</u></b>	<b><u>\$ 6,550,926.67</u></b>	<b><u>\$ 5,346,810.14</u></b>
		<b><u>100.00%</u></b>	<b><u>16.45%</u></b>	<b><u>46.00%</u></b>	<b><u>37.55%</u></b>
	Wells Fargo	\$ 7,177,246.23	50.40%		
	AIG - Sun America	\$ 1,299,907.58	9.13%		
	ING	\$ 5,251,019.09	36.88%		
	First National Bank	\$ 511,626.32	3.59%		
		<b><u>\$ 14,239,799.22</u></b>	<b><u>100.00%</u></b>		

## Fire Pension Investment Analysis Summary

<u>Month</u>	<u>Ending Market Value</u>	<u>Cash Or Equiv.</u>	<u>Equities</u>	<u>Bonds &amp; Fixed Inc.</u>
September-06	\$ 15,767,230.11	38.72%	18.05%	43.22%
October-06	\$ 16,076,037.47	39.38%	18.27%	42.35%
November-06	\$ 16,129,489.53	38.93%	18.60%	42.46%
December-06	\$ 15,952,243.17	38.28%	19.05%	42.67%
January-07	\$ 16,279,073.39	39.37%	18.88%	41.74%
February-07	\$ 16,232,606.43	39.87%	18.77%	41.33%
March-07	\$ 16,197,823.72	40.59%	17.98%	41.43%
April-07	\$ 16,259,558.06	33.96%	31.97%	34.07%
May-07	\$ 16,416,745.42	34.15%	32.31%	33.54%
June-07	\$ 16,244,288.48	16.81%	44.51%	38.68%
July-07	\$ 16,073,685.87	13.05%	44.24%	42.70%
August-07	\$ 15,786,994.31	11.91%	44.35%	43.75%
September-07	\$ 16,153,943.02	12.31%	44.13%	43.56%
October-07	\$ 16,076,786.73	18.68%	44.66%	36.66%
November-07	\$ 16,131,801.26	19.90%	42.80%	37.60%
December-07	\$ 16,449,359.37	19.41%	41.72%	38.86%
January-08	\$ 15,987,537.77	26.08%	39.72%	34.20%
February-08	\$ 15,785,036.33	4.93%	46.79%	48.28%
March-08	\$ 15,538,347.36	7.27%	46.00%	46.73%
April-08	\$ 15,735,156.03	9.87%	47.36%	42.77%
May-08	\$ 15,553,036.36	9.41%	48.61%	41.98%
June-08	\$ 15,085,881.05	6.46%	46.63%	46.91%
July-08	\$ 14,696,031.92	8.86%	46.47%	44.67%
August-08	\$ 14,654,005.38	10.02%	45.97%	44.01%
September-08	\$ 14,238,422.31	16.25%	42.52%	41.23%
October-08	\$ 12,725,873.79	19.60%	35.05%	45.35%
November-08	\$ 12,585,091.91	9.05%	43.42%	47.53%
December-08	\$ 12,604,131.10	12.50%	43.86%	43.64%
January-09	\$ 12,627,874.45	15.35%	43.46%	41.19%
February-09	\$ 11,922,013.48	17.24%	41.06%	41.70%
March-09	\$ 11,960,058.90	12.40%	42.23%	45.37%
April-09	\$ 12,517,188.32	19.07%	45.39%	35.54%
May-09	\$ 12,805,533.35	18.33%	47.56%	34.11%
June-09	\$ 12,898,624.34	16.58%	47.95%	35.47%
July-09	\$ 13,227,628.60	14.16%	50.11%	35.74%
August-09	\$ 13,802,052.99	9.50%	50.23%	40.27%
September-09	\$ 14,214,946.56	13.30%	49.69%	37.00%
October-09	\$ 14,046,462.91	15.19%	44.88%	39.93%
November-09	\$ 14,260,767.41	9.43%	44.60%	45.97%
December-09	\$ 14,284,025.39	7.06%	45.37%	47.57%
January-10	\$ 13,992,660.54	6.25%	45.18%	48.57%
February-10	\$ 13,966,935.34	7.36%	45.45%	47.19%
March-10	\$ 14,040,002.58	6.29%	47.00%	46.72%
April-10	\$ 14,273,301.31	6.54%	46.88%	46.58%
May-10	\$ 13,919,940.04	8.79%	45.38%	45.84%
June-10	\$ 14,132,811.83	18.74%	43.37%	37.89%
July-10	\$ 14,255,233.71	15.66%	44.88%	39.46%
August-10	\$ 13,938,168.52	14.92%	44.50%	40.58%
September-10	\$ 14,553,288.25	15.13%	45.19%	39.68%
October-10	\$ 14,592,632.44	13.63%	45.96%	40.41%
November-10	\$ 14,333,045.33	11.18%	46.50%	42.32%
December-10	\$ 14,617,682.99	13.55%	47.06%	39.39%
January-11	\$ 14,506,993.00	11.95%	47.86%	40.19%
February-11	\$ 14,505,040.86	11.07%	48.87%	40.06%
March-11	\$ 14,362,907.89	8.40%	49.42%	42.18%
April-11	\$ 14,573,670.71	9.30%	49.75%	40.95%
May-11	\$ 14,395,777.75	8.79%	49.43%	41.79%
June-11	\$ 14,535,493.43	14.00%	48.42%	37.59%
July-11	\$ 14,383,114.26	14.16%	48.51%	37.33%
August-11	\$ 14,239,799.22	16.45%	46.00%	37.55%

# Monthly Market Value of Fire Pension Fund Investments



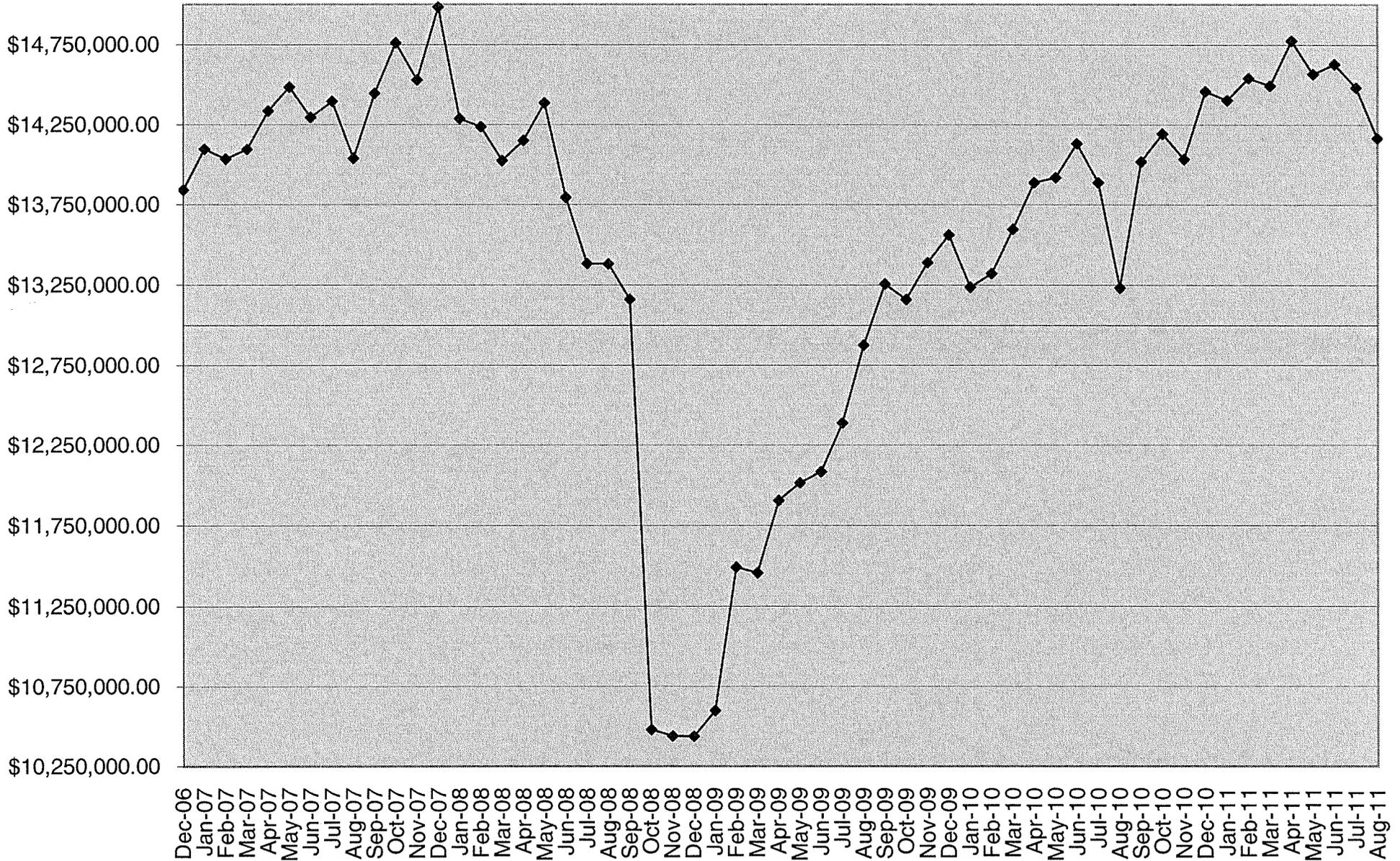
**Police Pension Fund**  
**Investment Analysis as of August 31, 2011**

		<u>Ending Value</u>	<u>Cash or Equivalents</u>	<u>Equities</u>	<u>Bonds &amp; Fixed Incomes</u>
Wells Fargo	Centennial Money Market Tr	\$ 1,776,031.02	\$1,776,031.02		
Wells Fargo	Bonds	\$ 5,387,553.70			\$ 5,387,553.70
AIG - Sun America	AIG Variable Ovation 9	\$ 3,275,755.90		\$ 3,275,755.90	
Anchor	Anchor National Life	\$ 1,173,502.35		\$ 1,173,502.35	
ING	Golden American Life	\$ 2,040,447.39		\$ 2,040,447.39	
First National Bank	Checking Account	\$ 512,960.99	\$ 512,960.99		
		<u>\$ 14,166,251.35</u>	<u>\$2,288,992.01</u>	<u>\$ 6,489,705.64</u>	<u>\$ 5,387,553.70</u>
		<u>100.00%</u>	<u>16.16%</u>	<u>45.81%</u>	<u>38.03%</u>
Wells Fargo		\$ 13,653,290.36	96.38%		
First National Bank		\$ 512,960.99	3.62%		
		<u>\$ 14,166,251.35</u>	<u>100.00%</u>		

## Police Pension Investment Analysis Summary

<u>Month</u>	<u>Ending Market Value</u>	<u>Cash Or Equiv.</u>	<u>Equities</u>	<u>Bonds &amp; Fixed Inc.</u>
December-06	\$ 13,841,625.69	12.24%	44.66%	43.09%
January-07	\$ 14,096,034.62	11.63%	44.20%	44.17%
February-07	\$ 14,034,713.36	14.18%	43.90%	41.92%
March-07	\$ 14,094,611.82	14.86%	44.73%	40.41%
April-07	\$ 14,334,995.00	10.19%	44.74%	45.07%
May-07	\$ 14,486,361.32	4.10%	45.30%	50.60%
June-07	\$ 14,295,354.62	2.29%	45.71%	52.00%
July-07	\$ 14,396,266.73	1.37%	45.68%	52.94%
August-07	\$ 14,039,202.68	1.42%	44.98%	53.59%
September-07	\$ 14,446,393.47	5.14%	45.83%	49.02%
October-07	\$ 14,760,879.82	6.78%	45.15%	48.06%
November-07	\$ 14,530,850.95	10.07%	44.31%	45.63%
December-07	\$ 14,982,352.69	13.89%	43.74%	42.36%
January-08	\$ 14,287,160.38	28.26%	40.70%	31.04%
February-08	\$ 14,237,418.19	10.85%	41.60%	47.55%
March-08	\$ 14,025,378.24	4.97%	46.71%	48.32%
April-08	\$ 14,151,423.72	4.68%	47.72%	47.59%
May-08	\$ 14,385,460.00	5.72%	47.82%	46.46%
June-08	\$ 13,794,176.98	4.33%	47.51%	48.16%
July-08	\$ 13,383,123.11	4.94%	46.99%	48.08%
August-08	\$ 13,381,338.08	5.40%	46.33%	48.27%
September-08	\$ 13,161,665.63	13.83%	43.29%	42.88%
October-08	\$ 10,476,979.68	7.22%	39.88%	52.90%
November-08	\$ 10,437,584.89	6.85%	38.05%	55.10%
December-08	\$ 10,435,237.94	11.12%	38.33%	50.54%
January-09	\$ 10,598,598.02	14.57%	38.58%	46.84%
February-09	\$ 11,491,768.24	14.76%	43.67%	41.57%
March-09	\$ 11,455,143.15	14.01%	44.32%	41.68%
April-09	\$ 11,903,292.93	22.12%	46.18%	31.71%
May-09	\$ 12,014,326.98	22.28%	48.07%	29.65%
June-09	\$ 12,082,871.77	19.49%	48.63%	31.88%
July-09	\$ 12,388,084.40	17.66%	50.59%	31.75%
August-09	\$ 12,876,911.46	12.28%	50.76%	36.95%
September-09	\$ 13,257,820.29	11.06%	51.22%	37.73%
October-09	\$ 13,161,752.19	7.18%	51.50%	41.32%
November-09	\$ 13,390,010.32	4.81%	51.19%	44.00%
December-09	\$ 13,562,501.31	7.02%	48.54%	44.44%
January-10	\$ 13,237,165.12	6.59%	47.84%	45.58%
February-10	\$ 13,321,223.40	8.06%	48.23%	43.71%
March-10	\$ 13,598,360.34	10.08%	47.37%	42.55%
April-10	\$ 13,888,449.72	10.31%	47.45%	42.24%
May-10	\$ 13,919,940.04	8.79%	45.38%	45.84%
June-10	\$ 14,132,811.83	18.74%	43.37%	37.89%
July-10	\$ 13,888,449.72	10.31%	47.45%	42.24%
August-10	\$ 13,232,250.10	13.97%	43.39%	42.64%
September-10	\$ 14,018,975.86	11.95%	44.99%	43.07%
October-10	\$ 14,193,373.15	10.19%	45.97%	43.84%
November-10	\$ 14,035,283.19	7.79%	46.63%	45.58%
December-10	\$ 14,458,214.58	10.17%	47.75%	42.08%
January-11	\$ 14,402,677.03	9.53%	48.47%	42.00%
February-11	\$ 14,541,866.38	8.81%	49.78%	41.41%
March-11	\$ 14,493,899.05	8.05%	50.40%	41.55%
April-11	\$ 14,774,609.89	8.30%	50.68%	41.02%
May-11	\$ 14,567,272.05	8.03%	50.08%	41.88%
June-11	\$ 14,629,525.51	12.39%	49.00%	38.61%
July-11	\$ 14,482,792.81	11.81%	48.88%	39.31%
August-11	\$ 14,166,251.35	16.16%	45.81%	38.03%

# Monthly Market Value of Police Pension Fund Investments



## **BILLS & PAYROLL:**

BILLS & PAYROLL BEGIN ON NEXT PAGE.

CITY OF MATTOON  
 9-30-11 PAYROLL  
 9-10-11/9-23-11

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	\$ 6,256.93
	110 5120-114 COMPENSATED ABSENCES	\$ 412.99
CITY ADMINISTRATOR	110 5130-111 SALARIES OF REG EMPLOYEES	\$ 1,575.14
FINANCIAL ADMINISTRATION	110 5150-111 SALARIES OF REG EMPLOYEES	\$ 1,488.02
LEGAL SERVICES	110 5160-111 SALARIES OF REG EMPLOYEES	\$ 1,628.79
COMPUTER INFO SYSTEMS	110 5170-111 SALARIES OF REG EMPLOYEES	\$ 5,168.72
PLANNING & ZONING	110 5180-111 SALARIES OF REG EMPLOYEES	\$ 1,182.20
POLICE ADMINISTRATION	110 5211-111 SALARIES OF REG EMPLOYEES	\$ 10,332.26
CRIMINAL INVESTIGATION	110 5212-111 SALARIES OF REG EMPLOYEES	\$ 8,617.72
	110 5212-113 OVERTIME	\$ 380.34
PATROL	110 5213-111 SALARIES OF REG EMPLOYEES	\$ 61,028.89
	110 5213-113 OVERTIME	\$ 4,962.76
K-9 SERVICE	110 5214-111 SALARIES OF REG EMPLOYEES	\$ 2,012.85
	110 5214-113 OVERTIME	\$ 75.48
POLICE RECORDS	110 5216-111 SALARIES OF REG EMPLOYEES	\$ 3,879.61
TRAFFIC CONTROL	110 5220-111 SALARIES OF REG EMPLOYEES	\$ 900.00
SCHOOL RESOURCE PROGRAM	110 5227-111 SALARIES OF REG EMPLOYEES	\$ 2,088.87
FIRE PROTECTION ADMIN	110 5241-111 SALARIES OF REG EMPLOYEES	\$ 68,830.36
	110 5241-113 OVERTIME	\$ 3,839.91
	110 5241-114 COMPENSATED ABSENCES	\$ 5,960.95
CODE ENFORCEMENT ADMIN	110 5261-111 SALARIES OF REG EMPLOYEES	\$ 3,947.21
	110 5261-114 COMPENSATED ABSENCES	\$ 142.29
PUBLIC WORKS ADMIN	110 5310-111 SALARIES OF REG EMPLOYEES	\$ 4,354.80
	110 5310-114 COMPENSATED ABSENCES	\$ 100.05
STREETS	110 5320-111 SALARIES OF REG EMPLOYEES	\$ 22,497.93
	110 5320-112 SALARIES OF TEMP EMPLOYEES	\$ 864.19
	110 5320-113 OVERTIME	85.02CR
	110 5320-114 COMPENSATED ABSENCES	\$ 1,373.77
YARD WASTE COLLECTION	110 5335-111 SALARIES OF REG EMPLOYEES	\$ 475.30
CONSTRUCTION INSPECTION	110 5370-111 SALARIES OF REG EMPLOYEES	\$ 3,951.66
	110 5370-113 OVERTIME	\$ 151.45
CUSTODIAL SERVICES	110 5381-111 SALARIES OF REG EMPLOYEES	\$ 3,102.49
	110 5381-114 COMPENSATED ABSENCES	\$ 268.62
EQUIPMENT MAINTENANCE	110 5390-111 SALARIES OF REG EMPLOYEES	\$ 1,478.07
	110 5390-113 OVERTIME	\$ 28.36
PARK ADMINISTRATION	110 5511-111 SALARIES OF REG EMPLOYEES	\$ 8,309.46
	110 5511-114 COMPENSATED ABSENCES	\$ 900.70
LAKE ADMINISTRATION	110 5512-111 SALARIES OF REG EMPLOYEES	\$ 2,387.75
	110 5512-112 SALARIES OF TEMP EMPLOYEES	\$ 1,233.00
	110 5512-113 OVERTIME	\$ 168.88
	110 5512-114 COMPENSATED ABSENCES	\$ 180.14
CEMETERY	110 5570-111 SALARIES OF REG EMPLOYEES	\$ 3,143.12
	110 5570-112 SALARIES OF TEMP EMPLOYEES	\$ 807.25
	110 5570-114 COMPENSATED ABSENCES	\$ 430.32
*** FUND 110 TOTALS ***		\$ 252,311.49

CITY OF MATTOON  
 9-30-11 PAYROLL  
 9-10-11/9-23-11

HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	\$ 1,948.39
	122 5653-114	COMPENSATED ABSENCES	\$ 85.00
		*** FUND 122 TOTALS ***	\$ 2,033.39
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	\$ 11,678.78
	211 5353-113	OVERTIME	\$ 1,450.30
	211 5353-114	COMPENSATED ABSENCES	\$ 1,471.90
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	\$ 3,271.34
	211 5354-112	SALARIES OF TEMP EMPLOYEES	\$ 107.26
	211 5354-113	OVERTIME	\$ 135.29
	211 5354-114	COMPENSATED ABSENCES	\$ 570.36
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	\$ 5,773.78
	211 5355-114	COMPENSATED ABSENCES	\$ 265.50
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	\$ 6,674.34
	211 5356-114	COMPENSATED ABSENCES	\$ 116.71
		*** FUND 211 TOTALS ***	\$ 31,515.56
SANITARY SEWER MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	\$ 12,758.17
	212 5342-112	SALARIES OF TEMP EMPLOYEES	\$ 237.19
	212 5342-113	OVERTIME	\$ 416.25
	212 5342-114	COMPENSATED ABSENCES	\$ 886.83
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	\$ 13,854.93
	212 5344-114	COMPENSATED ABSENCES	\$ 2,015.36
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	\$ 5,773.81
	212 5345-114	COMPENSATED ABSENCES	\$ 265.53
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	\$ 6,674.34
	212 5346-114	COMPENSATED ABSENCES	\$ 116.72
		*** FUND 212 TOTALS ***	\$ 42,999.13
		*** GRAND TOTALS ***	\$ 328,859.57

CITY OF MATTOON  
9-30-11 PAYROLL  
9-10-11/9-23-11

\*\*\* PAY CODE TOTALS \*\*\*

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REGULAR PAY	30		1,814.00 \$ 37,178.06
OVERTIME PAY	40		335.75 \$ 11,524.00
BACK PAY	71		\$ 27,594.08
SALARY PAY	123		10,078.37 \$ 236,380.81
HOLIDAY PAY-REGULAR	32		122.7 \$ 2,670.77
VACATION PAY	21		242 \$ 5,263.54
SICK PAY-AFSCME	12		166 \$ 3,907.77
SICK-FD UNION	2		31 \$ 684.77
SHIFT PAY	5		176 \$ 105.60
SHIFT PAY	5		160 \$ 112.00
COMP EARNED	7		58.88 \$ -
VACATION PAY	3		120 \$ 2,793.92
COMP PAID	2		9 \$ 195.82
SICK-NON UNION	4		11.5 \$ 242.97
BURIAL PAY	1		1 \$ 67.00
VEHICLE EXPENSE	1		1 \$ 138.46

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002744	THOMAS GRANT	I-201109267918	110 4656-010	RENT-PARKING :	REFUND PARKING SPACE	108758	40.00
VENDOR 01-002744 TOTALS							40.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:		40.00
01-002170	BUSINESS CARD	I-201109267915	110 5110-561	BUSINESS MEET:	STADIUM GRILL	108756	22.71
VENDOR 01-002170 TOTALS							22.71
01-002800	MATTOON CHAMBER OF COM	I-201109287959	110 5110-572	COMM PROMOTIO:	2011 BUSINESS EXPO B	108811	300.00
VENDOR 01-002800 TOTALS							300.00
01-023800	CONSOLIDATED COMMUNICA	I-201109277943	110 5110-532	TELEPHONE :	234-4633	108788	43.61
VENDOR 01-023800 TOTALS							43.61
			DEPARTMENT 110	CITY COUNCIL	TOTAL:		366.32
01-023800	CONSOLIDATED COMMUNICA	I-201109287948	110 5120-532	TELEPHONE :	235-5654	108788	251.08
VENDOR 01-023800 TOTALS							251.08
01-024075	IL DEPT OF PUBLIC HEAL	I-201109308007	110 5120-801	VITAL RECORDS:	SEPTEMBER VR FEES	108859	526.00
VENDOR 01-024075 TOTALS							526.00
01-033000	UNITED STATES POSTAL S	I-201109287970	110 5120-531	POSTAGE :	POSTAGE 7-1/8-31	108839	137.33
VENDOR 01-033000 TOTALS							137.33
01-043522	STAPLES CREDIT PLAN	I-1674457001	110 5120-311	OFFICE SUPPLI:	OFFICE SUPPLIES	108850	52.55
VENDOR 01-043522 TOTALS							52.55
			DEPARTMENT 120	CITY CLERK	TOTAL:		966.96

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 130 CITY ADMINISTRATOR

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001620	VERIZON WIRELESS	I-2630085084	110 5130-565	CELLULAR PHON: MOBILES		108841	97.21
				VENDOR 01-001620	TOTALS		97.21
01-002170	BUSINESS CARD	I-201109267915	110 5130-562	TRAVEL & TRAI: MARATHON		108756	30.03
01-002170	BUSINESS CARD	I-201109267915	110 5130-562	TRAVEL & TRAI: 7-ELEVEN		108756	8.76
01-002170	BUSINESS CARD	I-201109267915	110 5130-562	TRAVEL & TRAI: 7-ELEVEN		108756	70.25
01-002170	BUSINESS CARD	I-201109267915	110 5130-561	BUSINESS MEET: RAMSEY RENTAL		108756	110.00
				VENDOR 01-002170	TOTALS		219.04
01-002399	SUE MCLAUGHLIN	I-201109277944	110 5130-562	TRAVEL & TRAI: TRAVEL 9-14/21		108813	230.61
				VENDOR 01-002399	TOTALS		230.61
DEPARTMENT 130 CITY ADMINISTRATOR						TOTAL:	546.86
01-002170	BUSINESS CARD	I-201109267915	110 5150-811	BANK SERVICE : BUSINESS CARD		108756	39.00
01-002170	BUSINESS CARD	I-201109267915	110 5150-562	TRAVEL & TRAI: WBS PUB-N-GRUB		108756	30.00
				VENDOR 01-002170	TOTALS		69.00
01-004395	PETTY CASH	I-201109287962	110 5150-311	OFFICE SUPPLI: BATTERIES FOR PANIC		108825	20.45
01-004395	PETTY CASH	I-201109287963	110 5150-811	BANK SERVICE : POSTAGE		108825	18.30
				VENDOR 01-004395	TOTALS		38.75
01-023800	CONSOLIDATED COMMUNICA	I-201109287948	110 5150-532	TELEPHONE : 235-5654		108788	51.28
				VENDOR 01-023800	TOTALS		51.28
01-046900	WEST & COMPANY LLC	I-167497	110 5150-513	AUDITING & AC: AUDITING SERVICES		108845	12,225.00
				VENDOR 01-046900	TOTALS		12,225.00
DEPARTMENT 150 FINANCIAL ADMINISTRATION						TOTAL:	12,384.03

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 160 LEGAL SERVICES

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001996	COLES-CUMBERLAND BAR A	I-201109277929	110 5160-571	DUES & MEMBER:	DUES	108786	200.00
						VENDOR 01-001996 TOTALS	200.00
01-002170	BUSINESS CARD	I-201109267915	110 5160-562	TRAVEL & TRAI:	AMTRAK	108756	32.40
						VENDOR 01-002170 TOTALS	32.40
01-002401	SMITHAMUNDSEN	I-370434	110 5160-515	LABOR RELATIO:	LEGAL SERVICES	108833	400.00
						VENDOR 01-002401 TOTALS	400.00
01-002745	BRANKEY & SMITH, P.C.	I-14657	110 5160-515	LABOR RELATIO:	LEGAL SERVICES	108779	49.00
						VENDOR 01-002745 TOTALS	49.00
01-033000	UNITED STATES POSTAL S	I-201109287970	110 5160-311	OFFICE SUPPLI:	POSTAGE 7-1/8-31	108839	0.64
						VENDOR 01-033000 TOTALS	0.64
01-037951	J. PRESTON OWEN	I-201109287974	110 5160-562	TRAVEL & TRAI:	MEALS 9/15-16	108820	29.00
01-037951	J. PRESTON OWEN	I-201109287975	110 5160-562	TRAVEL & TRAI:	TRAVEL 6/24/11	108820	54.95
						VENDOR 01-037951 TOTALS	83.95

DEPARTMENT 160 LEGAL SERVICES TOTAL: 765.99

01-001620	VERIZON WIRELESS	I-2630085084	110 5170-533	CELLULAR PHON:	MOBILES	108841	124.37
						VENDOR 01-001620 TOTALS	124.37
01-002170	BUSINESS CARD	I-201109267915	110 5170-562	TRAVEL & TRAI:	MARRIOTT	108756	87.20
01-002170	BUSINESS CARD	I-201109267915	110 5170-319	MISCELLANEOUS:	BUY.COM	108756	38.46
01-002170	BUSINESS CARD	I-201109267915	110 5170-851	WIDE AREA NET:	CYBERIA SOLUTIONS	108756	175.00
						VENDOR 01-002170 TOTALS	300.66

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-028498	BRIAN JOHANPETER	I-201109287958	110 5170-562	TRAVEL & TRAI	TRAVEL 9/8-9	108803	243.44
						VENDOR 01-028498 TOTALS	243.44
						DEPARTMENT 170 COMPUTER INFO SYSTEMS TOTAL:	668.47
01-033000	UNITED STATES POSTAL S	I-201109287970	110 5180-531	POSTAGE	: POSTAGE 7-1/8-31	108839	26.78
						VENDOR 01-033000 TOTALS	26.78
						DEPARTMENT 180 PLANNING & ZONING TOTAL:	26.78
01-002170	BUSINESS CARD	I-201109267915	110 5190-319	MISCELLANEOUS: GOVCNCTN		108756	676.00
						VENDOR 01-002170 TOTALS	676.00
						DEPARTMENT 190 COUNCIL CONTINGENCY TOTAL:	676.00
01-002401	SMITHAMUNDSEN	I-370443	110 5211-515	LABOR RELATIO:	LEGAL SERVICES	108833	664.20
						VENDOR 01-002401 TOTALS	664.20
01-043522	STAPLES CREDIT PLAN	I-1507039001	110 5211-311	OFFICE SUPPLI:	OFFICE SUPPLIES	108836	119.99
01-043522	STAPLES CREDIT PLAN	I-1984356001	110 5211-311	OFFICE SUPPLI:	OFFICE SUPPLIES	108836	388.39
						VENDOR 01-043522 TOTALS	508.38
						DEPARTMENT 211 POLICE ADMINISTRATION TOTAL:	1,172.58
01-040253	RENTAL CENTER USA	I-325773	110 5212-319	MISCELLANEOUS:	CARPET CLEANER RENTA	108830	49.16
						VENDOR 01-040253 TOTALS	49.16
						DEPARTMENT 212 CRIMINAL INVESTIGATION TOTAL:	49.16

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201109267915	110 5213-319	MISCELLANEOUS:	FLIR SYSTEMS	108756	160.00
VENDOR 01-002170 TOTALS							160.00
DEPARTMENT 213 PATROL						TOTAL:	160.00
01-002170	BUSINESS CARD	I-201109267915	110 5216-579	MISC OTHER PU:	EXPDIA	108756	620.60
VENDOR 01-002170 TOTALS							620.60
DEPARTMENT 216 POLICE RECORDS						TOTAL:	620.60
01-000686	DAN ST. JOHN	I-201109308006	110 5221-562	TRAVEL & TRAI:	MEALS 10/12-13	108861	59.00
VENDOR 01-000686 TOTALS							59.00
01-002170	BUSINESS CARD	I-201109267915	110 5221-562	TRAVEL & TRAI:	IACP 2011	108756	450.00
VENDOR 01-002170 TOTALS							450.00
01-002746	DOUBLE TREE BY HILTON	I-201109287981	110 5221-562	TRAVEL & TRAI:	LODGING 10/12-13	108858	110.88
VENDOR 01-002746 TOTALS							110.88
01-003424	JEFFREY BRANSON	I-201109287971	110 5221-562	TRAVEL & TRAI:	MEALS 10/21-27	108780	206.50
VENDOR 01-003424 TOTALS							206.50
DEPARTMENT 221 POLICE TRAINING						TOTAL:	826.38
01-001620	VERIZON WIRELESS	I-2630085084	110 5222-533	CELLULAR PHON:	MOBILES	108841	713.16
VENDOR 01-001620 TOTALS							713.16
01-002019	BARBECK COMMUNICATIONS	I-425365	110 5222-535	RADIOS	: MAINTENANCE	108773	245.75
VENDOR 01-002019 TOTALS							245.75

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 222 COMMUNICATION SERVICES

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002166	ZOLLMAN TRAILER SALES, I-6830		110 5222-535	RADIOS	: MUD FLAPS	108849	90.00
					VENDOR 01-002166 TOTALS		90.00
01-009057	COMM REVOLVING FUND I-T1207392		110 5222-537	I-WIN ACCESS	: COMM SVCS 8/11	108787	526.72
					VENDOR 01-009057 TOTALS		526.72
01-020975	HEART TECHNOLOGIES INC I-10253957		110 5222-539	MISC COMMUNIC:	SECURITY EQUIPMENT	108799	7,999.41
					VENDOR 01-020975 TOTALS		7,999.41
01-023800	CONSOLIDATED COMMUNICA I-201109237906		110 5222-532	TELEPHONE	: 045-2243	108740	60.55
01-023800	CONSOLIDATED COMMUNICA I-201109287980		110 5222-532	TELEPHONE	: 235-2677	108788	1,481.22
					VENDOR 01-023800 TOTALS		1,541.77

DEPARTMENT 222 COMMUNICATION SERVICES TOTAL: 11,116.81

01-002958	BATTERY SPECIALISTS, I I-98754		110 5223-318	VEHICLE PARTS:	BATTERY SPECIALISTS,	108774	48.00
					VENDOR 01-002958 TOTALS		48.00
01-038082	PELICAN SIGNS I-4529		110 5223-434	REPAIR OF VEH:	RESTRIPE & RELETTER	108823	170.00
					VENDOR 01-038082 TOTALS		170.00

DEPARTMENT 223 AUTOMOTIVE SERVICES TOTAL: 218.00

01-002194	AMEREN ENERGY MARKETIN I-1461311091		110 5224-321	NATURAL GAS &:	1700 WABASH	108768	3,071.49
					VENDOR 01-002194 TOTALS		3,071.49
01-002580	BILL WHITWORTH I-201109287972		110 5224-439	OTHER REPAIR	: RENT NOVEMBER-JANUAR	108846	2,100.00
					VENDOR 01-002580 TOTALS		2,100.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 224 POLICE BUILDINGS

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008600	COLES MOULTRIE ELECTRI	I-201109287973	110 5224-322	ELECTRICITY	: PISTOL RANGE	108785	52.40
VENDOR 01-008600 TOTALS							52.40
01-033800	MATTOON WATER DEPT	I-201109147804	110 5224-410	UTILITY SERVI:	1710 WABASH	000000	245.56
01-033800	MATTOON WATER DEPT	I-201109147805	110 5224-410	UTILITY SERVI:	221 S 17TH	000000	85.86
01-033800	MATTOON WATER DEPT	I-201109157873	110 5224-410	UTILITY SERVI:	313 LAKELAND	000000	3.32
VENDOR 01-033800 TOTALS							334.74
01-038300	PERRY'S LOCKSMITH	I-29-56409	110 5224-432	REPAIR OF BUI:	SERVICE CALL TO OPEN 108824		72.50
01-038300	PERRY'S LOCKSMITH	I-29-56410	110 5224-432	REPAIR OF BUI:	SERVICE CALL 108824		277.55
VENDOR 01-038300 TOTALS							350.05
DEPARTMENT 224 POLICE BUILDINGS						TOTAL:	5,908.68
01-001070	AMEREN ILLINOIS	I-201109287966	110 5241-321	NATURAL GAS &:	1801 PRAIRIE	108770	83.21
VENDOR 01-001070 TOTALS							83.21
01-001395	CITY OF CHARLESTON	I-2011-00000009	110 5241-578	AMBULANCE BIL:	AUGUST CLAIMS	108782	1,150.00
VENDOR 01-001395 TOTALS							1,150.00
01-001398	IL FIRE CHIEFS ASSOCIA	I-C11-18	110 5241-562	TRAVEL & TRAI:	2011 CONFERENCE REGI 108802		175.00
VENDOR 01-001398 TOTALS							175.00
01-001620	VERIZON WIRELESS	I-2630085084	110 5241-533	CELLULAR PHON:	MOBILES	108841	1.49
VENDOR 01-001620 TOTALS							1.49
01-001984	BOUND TREE MEDICAL, LL	I-87286600	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	108778	308.45
VENDOR 01-001984 TOTALS							308.45

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201109267915	110 5241-562	TRAVEL & TRAI:	SOUTHWEST.COM	108756	678.20
01-002170	BUSINESS CARD	I-201109267915	110 5241-562	TRAVEL & TRAI:	HOTWIRE	108756	244.12
01-002170	BUSINESS CARD	I-201109267915	110 5241-562	TRAVEL & TRAI:	UNM	108756	850.00
01-002170	BUSINESS CARD	I-201109267915	110 5241-562	TRAVEL & TRAI:	UNM	108756	850.00
						VENDOR 01-002170 TOTALS	2,622.32
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5241-321	NATURAL GAS &:	2700 MARSHALL	108768	158.83
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5241-321	NATURAL GAS &:	1801 PRAIRIE	108768	43.59
						VENDOR 01-002194 TOTALS	202.42
01-002397	IPELRA	I-201109237914	110 5241-562	TRAVEL & TRAI:	CONFERENCE 9/29/11	108754	75.00
						VENDOR 01-002397 TOTALS	75.00
01-002469	CRAIG ANTENNA SERVICE, I-30680		110 5241-535	RADIOS	: CHARGER	108790	325.00
						VENDOR 01-002469 TOTALS	325.00
01-002949	REX BARNES	I-201109237903	110 5241-562	TRAVEL & TRAI:	MEALS 9/19-23	108738	32.50
						VENDOR 01-002949 TOTALS	32.50
01-004395	PETTY CASH	I-201109287965	110 5241-531	POSTAGE	: POSTAGE	108825	4.00
						VENDOR 01-004395 TOTALS	4.00
01-012970	DON BAKER'S PEST CONTR	I-201109287967	110 5241-579	MISC OTHER PU:	PEST CONTROL	108794	40.00
						VENDOR 01-012970 TOTALS	40.00
01-015410	EZ PARCEL & BUSINESS S	I-76186	110 5241-531	POSTAGE	: SHIPPING	108795	11.61
						VENDOR 01-015410 TOTALS	11.61
01-016000	JOHN DEERE FINANCIAL	I-D53615	110 5241-319	MISCELLANEOUS:	BUNGEE CORD,BUG SPRA	108745	22.98
						VENDOR 01-016000 TOTALS	22.98

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-017000	FIRE EQUIPMENT SERVICE	I-101966	110 5241-433	REPAIR OF MAC:	EXTINGUISHER MNTCE	108796	72.25
					VENDOR 01-017000 TOTALS		72.25
01-021515	JEFF HILLIGOSS	I-201109237907	110 5241-562	TRAVEL & TRAI:	MEALS 9/25-10/1	108741	141.00
					VENDOR 01-021515 TOTALS		141.00
01-023800	CONSOLIDATED COMMUNICA	I-201109237899	110 5241-532	TELEPHONE	: 234-2448	108740	39.01
01-023800	CONSOLIDATED COMMUNICA	I-201109277922	110 5241-532	TELEPHONE	: 234-2442	108788	44.83
01-023800	CONSOLIDATED COMMUNICA	I-201109277923	110 5241-532	TELEPHONE	: 235-0931	108788	41.19
01-023800	CONSOLIDATED COMMUNICA	I-201109277924	110 5241-532	TELEPHONE	: 235-0924	108788	51.32
01-023800	CONSOLIDATED COMMUNICA	I-201109277925	110 5241-532	TELEPHONE	: 235-0933	108788	40.20
01-023800	CONSOLIDATED COMMUNICA	I-201109277926	110 5241-532	TELEPHONE	: 235-0947	108788	40.65
					VENDOR 01-023800 TOTALS		257.20
01-028980	SEAN JUNGE	I-201109237901	110 5241-562	TRAVEL & TRAI:	MEALS 9-25/10/1	108743	141.00
01-028980	SEAN JUNGE	I-201109237902	110 5241-562	TRAVEL & TRAI:	MEALS 9/19-23	108743	32.50
					VENDOR 01-028980 TOTALS		173.50
01-033000	UNITED STATES POSTAL S	I-201109287970	110 5241-531	POSTAGE	: POSTAGE 7-1/8-31	108839	181.49
					VENDOR 01-033000 TOTALS		181.49
01-036080	MUNICIPAL EMERGENCY SE	I-00263138SNV	110 5241-316	TOOLS & EQUIP:	ADAPTER	108817	19.98
01-036080	MUNICIPAL EMERGENCY SE	I-00263344SNV	110 5241-319	MISCELLANEOUS:	MUNICIPAL EMERGENCY	108817	380.00
01-036080	MUNICIPAL EMERGENCY SE	I-00263346SNV	110 5241-316	TOOLS & EQUIP:	ADAPTER	108817	152.96
					VENDOR 01-036080 TOTALS		552.94
01-040451	S & S SERVICE CO	I-51015	110 5241-434	REPAIR OF VEH:	E24 REPAIRS	108831	1,930.00
					VENDOR 01-040451 TOTALS		1,930.00
01-043522	STAPLES CREDIT PLAN	I-66150	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	108744	26.65
01-043522	STAPLES CREDIT PLAN	I-92731	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	108744	81.99
					VENDOR 01-043522 TOTALS		108.64

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
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01-045820	WALMART COMMUNITY BRC	I-01021	110 5241-312	CLEANING SUPP:	DISH SOAP,PUREX,COFF	108844	160.21
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						VENDOR 01-045820 TOTALS	160.21
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						DEPARTMENT 241 FIRE PROTECTION ADMIN. TOTAL:	8,631.21
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01-002170	BUSINESS CARD	I-201109267915	110 5243-319	MISCELLANEOUS:	NFPA	108756	106.15
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						VENDOR 01-002170 TOTALS	106.15
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						DEPARTMENT 243 FIRE PREVENTION TOTAL:	106.15
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01-023800	CONSOLIDATED COMMUNICA	I-201109237896	110 5261-532	TELEPHONE	: 234-7367	108740	236.63
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						VENDOR 01-023800 TOTALS	236.63
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01-033000	UNITED STATES POSTAL S	I-201109287970	110 5261-531	POSTAGE	: POSTAGE 7-1/8-31	108839	70.13
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						VENDOR 01-033000 TOTALS	70.13
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01-043522	STAPLES CREDIT PLAN	I-16744457001	110 5261-311	OFFICE SUPPLI:	OFFICE SUPPLIES	108850	22.98
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						VENDOR 01-043522 TOTALS	22.98
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						DEPARTMENT 261 CODE ENFORCEMENT ADMIN TOTAL:	329.74
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01-007885	COLES CO ANIMAL AND	I-201109287949	110 5280-512	ANIMAL CONTRO:	3RD QUARTER ANIMAL C	108784	6,859.13
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						VENDOR 01-007885 TOTALS	6,859.13
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						DEPARTMENT 280 ANIMAL CONTROL TOTAL:	6,859.13
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01-001293	BRAD STROHL	I-201109287952	110 5310-564	PRIVATE VEHIC:	MILEAGE 8/1-31	108837	10.61
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						VENDOR 01-001293 TOTALS	10.61
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VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 310 PUBLIC WORKS ADMIN

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001620	VERIZON WIRELESS	I-2630085084	110 5310-533	CELLULAR PHON: MOBILES		108841	59.69
					VENDOR 01-001620 TOTALS		59.69
01-030000	KULL LUMBER CO	I-201109287983	110 5310-316	TOOLS & EQUIP: DUCT TAPE,MEASURING		108807	5.42
					VENDOR 01-030000 TOTALS		5.42
01-033000	UNITED STATES POSTAL S	I-201109287970	110 5310-319	MISCELLANEOUS: POSTAGE 7-1/8-31		108839	31.53
					VENDOR 01-033000 TOTALS		31.53
DEPARTMENT 310 PUBLIC WORKS ADMIN						TOTAL:	107.25
01-000180	HOME CONSTRUCTION	I-91411-4	110 5320-432	REPAIR OF BUI: DOOR REPAIRS		108800	121.20
					VENDOR 01-000180 TOTALS		121.20
01-001118	RED BUD SUPPLY, INC.	I-113455	110 5320-316	TOOLS AND EQU: MESH SIGN		108829	178.00
					VENDOR 01-001118 TOTALS		178.00
01-001213	DIESEL SPEED REPAIR	I-10016	110 5320-434	REPAIR OF VEH: INSPECT FUEL SYSTEM		108793	77.91
					VENDOR 01-001213 TOTALS		77.91
01-001389	AMERICAN TOWING	I-201109277934	110 5320-519	OTHER PROFESS: TOW VEHICLES		108771	182.70
					VENDOR 01-001389 TOTALS		182.70
01-001620	VERIZON WIRELESS	I-2630085084	110 5320-533	CELLULAR PHON: MOBILES		108841	63.31
					VENDOR 01-001620 TOTALS		63.31
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5320-321	NATURAL GAS &: 212 N 12TH		108768	8.43
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5320-321	NATURAL GAS &: 221 N 12TH		108768	280.27
					VENDOR 01-002194 TOTALS		288.70

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002559	MATTOON TIRE & AUTO CE	I-12571	110 5320-318	VEHICLE PARTS:	98 DODGE PICKUP REPA	108812	147.33
01-002559	MATTOON TIRE & AUTO CE	I-12572	110 5320-318	VEHICLE PARTS:	06 FORD SUPER DUTY R	108812	306.53
01-002559	MATTOON TIRE & AUTO CE	I-12573	110 5320-318	VEHICLE PARTS:	06 FORD SUPER DUTY R	108812	306.53
						VENDOR 01-002559 TOTALS	760.39
01-003206	BIRKEYS	I-P32669	110 5320-318	VEHICLE PARTS:	CYLINDER	108777	48.06
01-003206	BIRKEYS	I-P33043	110 5320-318	VEHICLE PARTS:	CLIP,AIR FILTERS	108777	30.80
01-003206	BIRKEYS	I-P33081	110 5320-318	VEHICLE PARTS:	LAMP	108777	65.55
01-003206	BIRKEYS	I-W06658	110 5320-433	REPAIR OF MAC:	LOADER BACKHOE REPAI	108777	83.33
01-003206	BIRKEYS	I-W06670	110 5320-433	REPAIR OF MAC:	WHEEL LOADER REPAIR	108777	112.78
01-003206	BIRKEYS	I-W06702	110 5320-433	REPAIR OF MAC:	WHEEL LOADER REPAIRS	108777	116.65
						VENDOR 01-003206 TOTALS	457.17
01-004395	PETTY CASH	I-201109277931	110 5320-319	MISCELLANEOUS:	CONCRETE PATCH	108825	7.46
01-004395	PETTY CASH	I-201109277932	110 5320-319	MISCELLANEOUS:	PAINT	108825	19.20
01-004395	PETTY CASH	I-201109277933	110 5320-326	FUEL	: FUEL	108825	9.57
						VENDOR 01-004395 TOTALS	36.23
01-023500	MOTION INDUSTRIES	I-IL64-868342	110 5320-318	VEHICLE PARTS:	DRILL BITS,LOCK NUTS	108816	59.08
						VENDOR 01-023500 TOTALS	59.08
01-023800	CONSOLIDATED COMMUNICA	I-201109277945	110 5320-532	TELEPHONE	: 235-5663	108788	37.69
01-023800	CONSOLIDATED COMMUNICA	I-201109277946	110 5320-532	TELEPHONE	: 235-5171	108788	220.99
01-023800	CONSOLIDATED COMMUNICA	I-201109287947	110 5320-532	TELEPHONE	: 235-5460	108788	39.92
						VENDOR 01-023800 TOTALS	298.60
01-030000	KULL LUMBER CO	I-201109287983	110 5320-742	VEHICLES	: DUCT TAPE,MEASURING	108807	4.29
						VENDOR 01-030000 TOTALS	4.29
01-033800	MATTOON WATER DEPT	I-201109147836	110 5320-410	UTILITY SERVI:	221 N 12TH	000000	64.54
01-033800	MATTOON WATER DEPT	I-201109147837	110 5320-410	UTILITY SERVI:	212 N 12TH	000000	16.80
						VENDOR 01-033800 TOTALS	81.34

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-039750	RAHN EQUIPMENT COMPANY	I-34697	110 5320-318	VEHICLE PARTS: RAHN EQUIPMENT COMPA	108828		186.67
				VENDOR 01-039750 TOTALS			186.67
01-040467	SAFETY COMPLIANCE	I-20580	110 5320-313	MEDICAL & SAF: GLOVES, SAFETY GLASSE	108832		204.05
				VENDOR 01-040467 TOTALS			204.05
01-043522	STAPLES CREDIT PLAN	I-65328	110 5320-311	OFFICE SUPPLI: OFFICE SUPPLIES	108862		21.87
01-043522	STAPLES CREDIT PLAN	I-69799	110 5320-311	OFFICE SUPPLI: OFFICE SUPPLIES	108862		6.49
				VENDOR 01-043522 TOTALS			28.36
01-044200	KC SUMMERS BUICK	I-201109287977	110 5320-742	VEHICLES : 2002 DODGE TRUCK	108762		8,555.00
				VENDOR 01-044200 TOTALS			8,555.00
DEPARTMENT 320 STREETS						TOTAL:	11,583.00
01-048642	WOODY'S MUNICIPAL SUPP	I-34729	110 5331-318	VEHICLE PARTS: WOODY'S MUNICIPAL SU	108847		1,837.90
				VENDOR 01-048642 TOTALS			1,837.90
DEPARTMENT 331 STREET CLEANING						TOTAL:	1,837.90
01-003206	BIRKEYS	I-W06584	110 5335-318	VEHICLE PARTS: TUB GRINDER REPAIRS	108777		130.02
				VENDOR 01-003206 TOTALS			130.02
01-033800	MATTOON WATER DEPT	I-201109147778	110 5335-410	UTILITY SERVI: 420 LOGAN	000000		27.36
				VENDOR 01-033800 TOTALS			27.36
DEPARTMENT 335 YARD WASTE COLLECTION						TOTAL:	157.38
01-001620	VERIZON WIRELESS	I-2630085084	110 5370-533	CELLULAR PHON: MOBILES	108841		118.91
				VENDOR 01-001620 TOTALS			118.91

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004395	PETTY CASH	I-201109287976	110 5370-319	MISCELLANEOUS: BINS FOR TRUCK		108825	16.01
					VENDOR 01-004395 TOTALS		16.01
01-006748	CITY OF MATTOON	I-201109267920	110 5370-511	PLANNING & DE: 2010 MFT AUDIT CORRE		108757	5,920.05
					VENDOR 01-006748 TOTALS		5,920.05
01-030000	KULL LUMBER CO	I-201109287983	110 5370-316	TOOLS & EQUIP: DUCT TAPE,MEASURING		108807	16.00
					VENDOR 01-030000 TOTALS		16.00
DEPARTMENT 370 ENGINEERING						TOTAL:	6,070.97
01-001070	AMEREN ILLINOIS	I-201109287950	110 5381-321	NATURAL GAS &: 19TH ST		108769	44.57
01-001070	AMEREN ILLINOIS	I-201109287951	110 5381-321	NATURAL GAS &: 208 N 19TH		108770	28.85
					VENDOR 01-001070 TOTALS		73.42
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5381-321	NATURAL GAS &: CITY HALL		108768	1,215.44
					VENDOR 01-002194 TOTALS		1,215.44
01-002529	WILLIAM BEESE	I-1124	110 5381-460	OTHER PROP MA: SEPTEMBER CLEANING		108776	320.00
					VENDOR 01-002529 TOTALS		320.00
01-023800	CONSOLIDATED COMMUNICA	I-201109237897	110 5381-435	ELEVATOR SERV: 234-7376		108740	37.24
					VENDOR 01-023800 TOTALS		37.24
01-035600	KONE INC	I-220706542	110 5381-435	ELEVATOR SERV: ELEV MNTCE 9/11		108806	189.24
					VENDOR 01-035600 TOTALS		189.24
DEPARTMENT 381 CUSTODIAL SERVICES						TOTAL:	1,835.34

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 383 BURGESS OSBORNE

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5383-321	NATURAL GAS &: BURGESS		108768	386.38	
					VENDOR 01-002194 TOTALS		386.38	
01-031000	LORENZ SUPPLY CO.	I-279530	110 5383-319	MISCELLANEOUS: TOWELS,LINERS		108809	87.04	
					VENDOR 01-031000 TOTALS		87.04	
01-033800	MATTOON WATER DEPT	I-201109147838	110 5383-410	UTILITY SERVI: 1701 WABASH		000000	36.04	
					VENDOR 01-033800 TOTALS		36.04	
DEPARTMENT 383 BURGESS OSBORNE							TOTAL:	509.46
01-002170	BUSINESS CARD	I-201109267915	110 5384-319	MISCELLANEOUS: BELSON OUTDOORS		108756	1,275.00	
					VENDOR 01-002170 TOTALS		1,275.00	
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5384-321	NATURAL GAS &: 1718 B'DWAY		108768	57.60	
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5384-321	NATURAL GAS &: 1718 B'DWAY UNIT B		108768	7.16	
					VENDOR 01-002194 TOTALS		64.76	
01-023800	CONSOLIDATED COMMUNICA	I-201109237895	110 5384-460	OTHER PROP MA: 235-5622		108740	111.73	
					VENDOR 01-023800 TOTALS		111.73	
01-035600	KONE INC	I-220706543	110 5384-460	OTHER PROP MA: ELEV MNTCE 9/11		108806	115.00	
					VENDOR 01-035600 TOTALS		115.00	
01-045820	WALMART COMMUNITY BRC	I-05702	110 5384-319	MISCELLANEOUS: WALMART COMMUNITY BR	108844		45.00	
					VENDOR 01-045820 TOTALS		45.00	
DEPARTMENT 384 RAILROAD DEPOT							TOTAL:	1,611.49

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001620	VERIZON WIRELESS	I-2630085084	110 5511-533	CELLULAR PHON:	MOBILES	108841	60.47
					VENDOR 01-001620 TOTALS		60.47
01-002170	BUSINESS CARD	I-201109267915	110 5511-825	TOURISM GRANT:	MCHUGH'S	108756	64.51
					VENDOR 01-002170 TOTALS		64.51
01-016000	JOHN DEERE FINANCIAL	I-D49660	110 5511-316	TOOLS & EQUIP:	SHOVEL	108804	31.98
					VENDOR 01-016000 TOTALS		31.98
01-023800	CONSOLIDATED COMMUNICA	I-201109287982	110 5511-532	TELEPHONE	: 234-3611	108788	69.84
					VENDOR 01-023800 TOTALS		69.84
01-033000	UNITED STATES POSTAL S	I-201109287970	110 5511-531	POSTAGE	: POSTAGE 7-1/8-31	108839	24.20
					VENDOR 01-033000 TOTALS		24.20
DEPARTMENT 511 PARK ADMINISTRATION						TOTAL:	251.00
01-001620	VERIZON WIRELESS	I-2630085084	110 5512-533	CELLULAR PHON:	MOBILES	108841	59.69
					VENDOR 01-001620 TOTALS		59.69
01-016000	JOHN DEERE FINANCIAL	I-D43537	110 5512-319	MISCELLANEOUS:	WASP SPRAY	108804	35.88
					VENDOR 01-016000 TOTALS		35.88
01-024060	IL DEPT OF NATURAL RES	I-201109277928	110 5512-802	HUNTING/FISHI:	LAKE 9-13/19 HUNT/FI 000000		50.75
					VENDOR 01-024060 TOTALS		50.75
01-033000	UNITED STATES POSTAL S	I-201109287970	110 5512-311	OFFICE SUPPLI:	POSTAGE 7-1/8-31	108839	32.12
					VENDOR 01-033000 TOTALS		32.12

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-045155	UNITED PARCEL SERVICE	I-8Y610371	110 5512-531	POSTAGE	: SHIPPING	108863	8.14	
							8.14	
						VENDOR 01-045155 TOTALS	8.14	
DEPARTMENT 512 LAKE ADMINISTRATION							TOTAL:	186.58
01-033800	MATTOON WATER DEPT	I-201109017719	110 5521-410	UTILITY SERVI:	418 RICHMOND	000000	107.95	
							107.95	
						VENDOR 01-033800 TOTALS	107.95	
DEPARTMENT 521 DEMARS CENTER							TOTAL:	107.95
01-002067	SPORT SUPPLY GROUP, IN	I-94177061	110 5541-319	MISCELLANEOUS:	VOLLEYBALL NETS	108835	201.90	
							201.90	
						VENDOR 01-002067 TOTALS	201.90	
01-002170	BUSINESS CARD	I-201109267915	110 5541-319	MISCELLANEOUS:	WOLKE NURSERY	108756	48.00	
							48.00	
						VENDOR 01-002170 TOTALS	48.00	
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5541-410	UTILITY SERVI:	PETERSON PARK	108768	374.86	
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5541-410	UTILITY SERVI:	PETERSON PARK	108768	118.79	
							493.65	
						VENDOR 01-002194 TOTALS	493.65	
01-002726	LAKESIDE COATINGS, LLC	I-271465	110 5541-432	REPAIR OF BUI:	SHED ROOF-BALANCE	108808	1,937.60	
							1,937.60	
						VENDOR 01-002726 TOTALS	1,937.60	
01-033800	MATTOON WATER DEPT	I-201109017718	110 5541-410	UTILITY SERVI:	307 RICHMOND	000000	495.52	
01-033800	MATTOON WATER DEPT	I-201109017720	110 5541-410	UTILITY SERVI:	500 B'DWAY	000000	42.98	
01-033800	MATTOON WATER DEPT	I-201109017721	110 5541-410	UTILITY SERVI:	500 B'DWAY SHED	000000	192.77	
01-033800	MATTOON WATER DEPT	I-201109017722	110 5541-410	UTILITY SERVI:	500 B'DWAY	000000	264.70	
01-033800	MATTOON WATER DEPT	I-201109147842	110 5541-410	UTILITY SERVI:	301 RICHMOND	000000	936.01	
01-033800	MATTOON WATER DEPT	I-201109147843	110 5541-410	UTILITY SERVI:	305 RICHMOND	000000	1,062.07	
							2,994.05	
						VENDOR 01-033800 TOTALS	2,994.05	
DEPARTMENT 541 PETERSON PARK							TOTAL:	5,675.20

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002056	NICK & STACEY'S HOUSE	I-8247	110 5542-319	MISCELLANEOUS:	PICKLE BALL PAINT	108819	176.24
					VENDOR 01-002056 TOTALS		176.24
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5542-321	NATURAL GAS &:	LAWSON PARK	108768	46.67
					VENDOR 01-002194 TOTALS		46.67
01-033800	MATTOON WATER DEPT	I-201109147851	110 5542-410	UTILITY SERVI:	BASEBALL DIAMOND	000000	747.00
					VENDOR 01-033800 TOTALS		747.00
				DEPARTMENT 542	LAWSON PARK	TOTAL:	969.91
01-001070	AMEREN ILLINOIS	I-201109277939	110 5544-321	NATURAL GAS &:	1200 CHAMPAIGN	108769	37.56
					VENDOR 01-001070 TOTALS		37.56
				DEPARTMENT 544	CUNNINGHAM PARK	TOTAL:	37.56
01-001070	AMEREN ILLINOIS	I-201109277936	110 5551-321	NATURAL GAS &:	312 N 10TH	108769	129.40
01-001070	AMEREN ILLINOIS	I-201109277937	110 5551-321	NATURAL GAS &:	312 N 10TH	108769	27.60
					VENDOR 01-001070 TOTALS		157.00
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5551-321	NATURAL GAS &:	BOYS COMPLEX	108768	140.00
					VENDOR 01-002194 TOTALS		140.00
01-016000	JOHN DEERE FINANCIAL	I-D56483	110 5551-352	AGGREGATE SUR:	SQUEEGEE,SEALER	108804	209.87
01-016000	JOHN DEERE FINANCIAL	I-D57237	110 5551-450	CONSTRUCTION :	SEALER	108804	74.95
					VENDOR 01-016000 TOTALS		284.82
01-033800	MATTOON WATER DEPT	I-201109147841	110 5551-410	UTILITY SERVI:	801 SHELBY	000000	1,274.61
					VENDOR 01-033800 TOTALS		1,274.61
				DEPARTMENT 551	BOYS COMPLEX	TOTAL:	1,856.43

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 552 GIRLS COMPLEX

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201109267917	110 5552-321	NATURAL GAS &:	311 N 6TH	108755	147.27
01-001070	AMEREN ILLINOIS	I-201109277938	110 5552-321	NATURAL GAS &:	311 N 6TH	108769	33.77
						VENDOR 01-001070 TOTALS	181.04
01-002056	NICK & STACEY'S HOUSE	I-7970	110 5552-319	MISCELLANEOUS:	FIELD PAINT	108819	60.00
						VENDOR 01-002056 TOTALS	60.00
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5552-321	NATURAL GAS &:	GIRLS COMPLEX	108768	165.45
						VENDOR 01-002194 TOTALS	165.45
01-033800	MATTOON WATER DEPT	I-201109147840	110 5552-410	UTILITY SERVI:	713 SHELBY	000000	2,390.78
						VENDOR 01-033800 TOTALS	2,390.78
						DEPARTMENT 552 GIRLS COMPLEX TOTAL:	2,797.27
01-001070	AMEREN ILLINOIS	I-201109277935	110 5553-321	NATURAL GAS &:	421 SHELBY	108769	225.16
						VENDOR 01-001070 TOTALS	225.16
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5553-321	NATURAL GAS &:	JFL COMPLEX	108768	276.30
						VENDOR 01-002194 TOTALS	276.30
01-033800	MATTOON WATER DEPT	I-201109147839	110 5553-410	UTILITY SERVI:	421 SHELBY	000000	3,967.18
						VENDOR 01-033800 TOTALS	3,967.18
						DEPARTMENT 553 JR FOOTBALL COMPLEX TOTAL:	4,468.64
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5555-321	NATURAL GAS &:	KINZEL FIELD	108768	17.50
						VENDOR 01-002194 TOTALS	17.50
						DEPARTMENT 555 KINZEL FIELD TOTAL:	17.50

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 556 T-BALL COMPLEX

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201109277940	110 5556-321	NATURAL GAS &: 221 SHELBY		108769	102.98
					VENDOR 01-001070 TOTALS		102.98
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5556-321	NATURAL GAS &: T-BALL		108768	102.56
					VENDOR 01-002194 TOTALS		102.56
DEPARTMENT 556 T-BALL COMPLEX						TOTAL:	205.54
01-000481	PANA BAIT CO	I-2580508	110 5563-317	CONCESSION & : CONCESSIONS		108821	27.00
01-000481	PANA BAIT CO	I-2580592	110 5563-317	CONCESSION & : CONCESSIONS		108821	239.30
					VENDOR 01-000481 TOTALS		266.30
01-002170	BUSINESS CARD	I-201109267915	110 5563-317	CONCESSION & : ALLSWIM		108756	619.95
					VENDOR 01-002170 TOTALS		619.95
DEPARTMENT 563 MARINA AREA						TOTAL:	886.25
01-001070	AMEREN ILLINOIS	I-201109237898	110 5570-321	UTILITIES : 917 N 22ND		108737	27.08
					VENDOR 01-001070 TOTALS		27.08
01-001620	VERIZON WIRELESS	I-2630085084	110 5570-321	UTILITIES : MOBILES		108841	34.71
					VENDOR 01-001620 TOTALS		34.71
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	110 5570-321	UTILITIES : CEMETERY		108768	31.44
					VENDOR 01-002194 TOTALS		31.44
01-043522	STAPLES CREDIT PLAN	I-1674457001	110 5570-311	SUPPLIES : OFFICE SUPPLIES		108850	11.99
					VENDOR 01-043522 TOTALS		11.99
DEPARTMENT 570 DODGE GROVE CEMETERY						TOTAL:	105.22
VENDOR SET 110 GENERAL FUND						TOTAL:	93,717.69

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 122 HOTEL TAX FUND

DEPARTMENT: 653 HOTEL TAX ADMINISTRATION

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001735	ICCVB	I-201109277930	122 5653-562	TRAVEL & TRAI:	MEETING REGISTRATION	108801	160.00
VENDOR 01-001735 TOTALS							160.00
01-002170	BUSINESS CARD	I-201109267915	122 5653-561	BUSINESS MEET:	ALAMO	108756	25.00
01-002170	BUSINESS CARD	I-201109267915	122 5653-561	BUSINESS MEET:	QUIZNOS	108756	76.84
01-002170	BUSINESS CARD	I-201109267915	122 5653-572	COMMUNITY PRO:	CITY SCAPES	108756	27.35
01-002170	BUSINESS CARD	I-201109267915	122 5653-561	BUSINESS MEET:	COMMON GROUNDS	108756	6.41
01-002170	BUSINESS CARD	I-201109267915	122 5653-561	BUSINESS MEET:	COMMON GROUNDS	108756	4.22
01-002170	BUSINESS CARD	I-201109267915	122 5653-561	BUSINESS MEET:	BIDWELLS	108756	18.29
01-002170	BUSINESS CARD	I-201109267915	122 5653-562	TRAVEL & TRAI:	HOTWIRE	108756	128.21
01-002170	BUSINESS CARD	I-201109267915	122 5653-562	TRAVEL & TRAI:	SOUTHWEST AIRLINES	108756	430.40
01-002170	BUSINESS CARD	I-201109267915	122 5653-562	TRAVEL & TRAI:	TEAMS 11	108756	168.92
VENDOR 01-002170 TOTALS							885.64
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	122 5653-321	NATURAL GAS &:	MARSHALL WELCOME SIG	108768	4.29
VENDOR 01-002194 TOTALS							4.29
01-004395	PETTY CASH	I-201109287964	122 5653-562	TRAVEL & TRAI:	CODY'S	108825	19.88
VENDOR 01-004395 TOTALS							19.88
01-008600	COLES MOULTRIE ELECTRI	I-201109287990	122 5653-321	NATURAL GAS &:	WELCOME SIGN	108785	47.83
VENDOR 01-008600 TOTALS							47.83
01-033000	UNITED STATES POSTAL S	I-201109287970	122 5653-531	POSTAGE	: POSTAGE 7-1/8-31	108839	3.56
VENDOR 01-033000 TOTALS							3.56

DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL: 1,121.20

VENDOR SET 122 HOTEL TAX FUND TOTAL: 1,121.20

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 123 FESTIVAL MGMT FUND

DEPARTMENT: 584 BAGELFEST

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033000	UNITED STATES POSTAL S	I-201109287970	123 5584-531	POSTAGE	: POSTAGE 7-1/8-31	108839	35.28
						VENDOR 01-033000 TOTALS	35.28
						DEPARTMENT 584 BAGELFEST TOTAL:	35.28
						VENDOR SET 123 FESTIVAL MGMT FUND TOTAL:	35.28

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038082	PELICAN SIGNS	I-4529	125 5150-527	SELF INSURED :	RESTRIPE & RELETTER	108823	125.00
						VENDOR 01-038082 TOTALS	125.00
						DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:	125.00
						VENDOR SET 125 INSURANCE & TORT JDMNT TOTAL:	125.00

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001537	HD SUPPLY WATERWORKS,	I-3655636	128 5604-901	STREETS	: SEWER PIPE	108798	1,352.40
					VENDOR 01-001537 TOTALS		1,352.40
01-036820	NEENAH FOUNDRY COMPANY	I-741076	128 5604-901	STREETS	: FRAME, GRATE, CURB BOX	108818	896.00
					VENDOR 01-036820 TOTALS		896.00
DEPARTMENT 604 MIDTOWN TIF DISTRICT						TOTAL:	2,248.40
VENDOR SET 128 MIDTOWN TIF FUND						TOTAL:	2,248.40

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 328 STORM DRAINAGE

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-029200	KAM SOLUTIONS	I-11162	130 5328-730		IMPROVEMENTS : SOUTHSIDE DETENTION	108805	7,220.35
						VENDOR 01-029200 TOTALS	7,220.35
						DEPARTMENT 328 STORM DRAINAGE	TOTAL: 7,220.35
01-020663	HANCE DESIGN GROUP	I-201109287953	130 5384-720		IC DEPOT REST: DEPOT PARKING LOT	108797	4,375.00
						VENDOR 01-020663 TOTALS	4,375.00
						DEPARTMENT 384 RAILROAD DEPOT	TOTAL: 4,375.00
01-002170	BUSINESS CARD	I-201109267915	130 5385-720		CULTURE AND R: DQ	108756	16.52
						VENDOR 01-002170 TOTALS	16.52
						DEPARTMENT 385 CULTURE & RECREATION	TOTAL: 16.52
						VENDOR SET 130 CAPITAL PROJECT FUND	TOTAL: 11,611.87

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201109287986	211 5351-321	NATURAL GAS &	RR2 WATER DEPT	108770	72.76
01-001070	AMEREN ILLINOIS	I-201109287987	211 5351-321	NATURAL GAS &	RR2 SHED	108770	29.56
VENDOR 01-001070 TOTALS							102.32
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5351-321	NATURAL GAS &	LAKE PARADISE SHED	108768	2.66
VENDOR 01-002194 TOTALS							2.66
01-008600	COLES MOULTRIE ELECTRI	I-201109288004	211 5351-322	ELECTRICITY :	RESERVOIR CNTRL ACCT	108785	7.20
VENDOR 01-008600 TOTALS							7.20
01-011600	DEBUHR'S SEED STORE	I-30798	211 5351-319	MISCELLANEOUS:	GRASS SEED,STRAW	108792	21.93
VENDOR 01-011600 TOTALS							21.93
01-016000	JOHN DEERE FINANCIAL	I-D32090	211 5351-319	MISCELLANEOUS:	PAINT	108860	27.97
01-016000	JOHN DEERE FINANCIAL	I-D44274	211 5351-319	MISCELLANEOUS:	SHRUBS	108860	71.96
01-016000	JOHN DEERE FINANCIAL	I-D44891	211 5351-432	REPAIR OF STR:	PAINT	108860	51.34
01-016000	JOHN DEERE FINANCIAL	I-D45703	211 5351-319	MISCELLANEOUS:	BELT	108860	9.99
01-016000	JOHN DEERE FINANCIAL	I-D51076	211 5351-432	REPAIR OF STR:	EPOXY,BUSHING,SANDPA	108860	31.12
VENDOR 01-016000 TOTALS							192.38
DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL:							326.49

01-000799	POLYDYNE, INC.	I-630936	211 5353-314	CHEMICALS :	CLARIFLOC	108826	3,933.00
VENDOR 01-000799 TOTALS							3,933.00
01-000839	BRENNTAG MID-SOUTH INC	C-BMS887335	211 5353-314	CHEMICALS :	RETURNS	108781	1,500.00
01-000839	BRENNTAG MID-SOUTH INC	I-BMS079993	211 5353-314	CHEMICALS :	CHEMICALS	108781	1,312.00
01-000839	BRENNTAG MID-SOUTH INC	I-BMS087370	211 5353-314	CHEMICALS :	CHEMICALS	108781	2,440.00
VENDOR 01-000839 TOTALS							2,252.00
01-001070	AMEREN ILLINOIS	I-201109287988	211 5353-321	NATURAL GAS &	2800 E LAKE PARADISE	108770	826.99
VENDOR 01-001070 TOTALS							826.99

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 353 WATER TREATMENT PLANT

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001824	BEELMAN LOGISTICS LLC	I-244071	211 5353-314	CHEMICALS	: LIME	108775	1,146.55
					VENDOR 01-001824 TOTALS		1,146.55
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5353-321	NATURAL GAS &	: E LAKE PUMP HOUSE	108768	1,238.78
					VENDOR 01-002194 TOTALS		1,238.78
01-008600	COLES MOULTRIE ELECTRI	I-201109288003	211 5353-322	ELECTRICITY	: WATER PURIFICATION P	108785	5,788.22
					VENDOR 01-008600 TOTALS		5,788.22
01-010000	CRAWFORD MURPHY & TILL	I-90309	211 5353-730	IMPROVEMENTS	: L PARADISE RAW WATER	108791	2,380.00
					VENDOR 01-010000 TOTALS		2,380.00
01-016000	JOHN DEERE FINANCIAL	I-D22553	211 5353-378	PLANT MTCE &	: COUPLING,REDUCER	108860	9.98
01-016000	JOHN DEERE FINANCIAL	I-D27858	211 5353-379	OTHER WATER M:	HOSE FITTINGS,REDUCE	108860	13.64
01-016000	JOHN DEERE FINANCIAL	I-D31723	211 5353-311	OFFICE SUPPLI:	TRASH BAGS,BLEACH,VI	108860	15.27
01-016000	JOHN DEERE FINANCIAL	I-D31723	211 5353-319	MISCELLANEOUS:	TRASH BAGS,BLEACH,VI	108860	24.96
01-016000	JOHN DEERE FINANCIAL	I-D43579	211 5353-311	OFFICE SUPPLI:	COFFEE,BIT	108860	13.98
01-016000	JOHN DEERE FINANCIAL	I-D43579	211 5353-316	TOOLS & EQUIP:	COFFEE,BIT	108860	24.99
					VENDOR 01-016000 TOTALS		102.82
01-023800	CONSOLIDATED COMMUNICA	I-201109287989	211 5353-532	TELEPHONE	: 234-2454	108789	156.57
					VENDOR 01-023800 TOTALS		156.57
01-035365	MISSISSIPPI LIME COMPA	I-982552	211 5353-314	CHEMICALS	: LIME	108815	3,623.40
					VENDOR 01-035365 TOTALS		3,623.40
01-037976	PDC LABORATORIES	I-693889S	211 5353-519	OTHER PROFESS:	PDC LABORATORIES	108822	270.00
					VENDOR 01-037976 TOTALS		270.00
01-045155	UNITED PARCEL SERVICE	I-8Y610371	211 5353-531	POSTAGE	: SHIPPING	108863	8.10
					VENDOR 01-045155 TOTALS		8.10

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 353 WATER TREATMENT PLANT

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-045902	WALKER COMPANY	I-7941	211 5353-460	OTHER PROPRT:	FURNISH & SPREAD HFE	108843	7,186.25
						VENDOR 01-045902 TOTALS	7,186.25
DEPARTMENT 353 WATER TREATMENT PLANT TOTAL:							28,912.68
01-001213	DIESEL SPEED REPAIR	I-10016	211 5354-434	REPAIR OF VEH:	INSPECT FUEL SYSTEM	108793	77.91
						VENDOR 01-001213 TOTALS	77.91
01-001537	HD SUPPLY WATERWORKS,	I-3625747	211 5354-316	TOOLS & EQUIP:	WRENCH ADJUSTMENT	108798	39.06
						VENDOR 01-001537 TOTALS	39.06
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5354-321	NATURAL GAS &:	12TH ST PUMP	108768	7.80
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5354-321	NATURAL GAS &:	LAKE MATTOON PUMP	108768	3,326.20
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5354-321	NATURAL GAS &:	WEST TOWER	108768	2.97
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5354-321	NATURAL GAS &:	SWORDS STANDPIPE	108768	54.73
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5354-321	NATURAL GAS &:	EAST TOWER	108768	3.02
						VENDOR 01-002194 TOTALS	3,394.72
01-002559	MATTOON TIRE & AUTO CE	I-12571	211 5354-318	VEHICLE PARTS:	98 DODGE PICKUP REPA	108812	147.33
01-002559	MATTOON TIRE & AUTO CE	I-12572	211 5354-318	VEHICLE PARTS:	06 FORD SUPER DUTY R	108812	306.53
01-002559	MATTOON TIRE & AUTO CE	I-12573	211 5354-318	VEHICLE PARTS:	06 FORD SUPER DUTY R	108812	306.53
						VENDOR 01-002559 TOTALS	760.39
01-003206	BIRKEYS	I-W06658	211 5354-433	REPAIR OF MAC:	LOADER BACKHOE REPAI	108777	83.33
01-003206	BIRKEYS	I-W06670	211 5354-433	REPAIR OF MAC:	WHEEL LOADER REPAIR	108777	112.78
01-003206	BIRKEYS	I-W06702	211 5354-433	REPAIR OF MAC:	WHEEL LOADER REPAIRS	108777	116.65
						VENDOR 01-003206 TOTALS	312.76
01-008600	COLES MOULTRIE ELECTRI	I-201109288002	211 5354-322	ELECTRICITY :	SBLHC PUMP STA	108785	233.61
						VENDOR 01-008600 TOTALS	233.61

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016000	JOHN DEERE FINANCIAL	I-D24333	211 5354-316	TOOLS & EQUIP:	TARP STRAPS	108860	7.92
					VENDOR 01-016000 TOTALS		7.92
01-023500	MOTION INDUSTRIES	I-IL64-868342	211 5354-318	VEHICLE PARTS:	DRILL BITS, LOCK NUTS	108816	59.08
					VENDOR 01-023500 TOTALS		59.08
01-028820	JONES CONSTRUCTION CO	I-201109267919	211 5354-730	IMPROVEMENTS :	13TH ST WATER MAIN	108759	3,201.25
					VENDOR 01-028820 TOTALS		3,201.25
01-039750	RAHN EQUIPMENT COMPANY	I-34697	211 5354-318	VEHICLE PARTS:	RAHN EQUIPMENT COMPA	108828	186.67
					VENDOR 01-039750 TOTALS		186.67
01-040467	SAFETY COMPLIANCE	I-20580	211 5354-313	MEDICAL & SAF:	GLOVES, SAFETY GLASSE	108832	204.05
					VENDOR 01-040467 TOTALS		204.05
DEPARTMENT 354 WATER DISTRIBUTION						TOTAL:	8,477.42
01-000090	MIDWEST MAILING &	I-SI23634	211 5355-531	POSTAGE	: INK CARTRIDGE	108814	148.08
					VENDOR 01-000090 TOTALS		148.08
01-023800	CONSOLIDATED COMMUNICA	I-201109277941	211 5355-532	TELEPHONE	: 235-5483	108788	235.79
					VENDOR 01-023800 TOTALS		235.79
01-033000	UNITED STATES POSTAL S	I-201109287970	211 5355-531	POSTAGE	: POSTAGE 7-1/8-31	108839	276.16
					VENDOR 01-033000 TOTALS		276.16
DEPARTMENT 355 ACCOUNTING & COLLECTION						TOTAL:	660.03

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 356 ADMINISTRATIVE & GENERAL

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5356-321	NATURAL GAS &: 1201 MARSHALL		108768	66.18
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5356-321	NATURAL GAS &: 620 S 12TH		108768	10.02
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5356-321	NATURAL GAS &: 621 S 12TH		108768	1.64
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	211 5356-321	NATURAL GAS &: 12TH ST LIGHTING		108768	17.35
						VENDOR 01-002194 TOTALS	95.19
01-030000	KULL LUMBER CO	I-201109287983	211 5356-316	TOOLS & EQUIP: DUCT TAPE,MEASURING		108807	5.42
						VENDOR 01-030000 TOTALS	5.42
						DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:	100.61
						VENDOR SET 211 WATER FUND TOTAL:	38,477.23

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001213	DIESEL SPEED REPAIR	I-10016	212 5342-434	REPAIR OF VEH:	INSPECT FUEL SYSTEM	108793	77.91
						VENDOR 01-001213 TOTALS	77.91
01-001537	HD SUPPLY WATERWORKS,	I-3640609	212 5342-730	IMPROVEMENTS :	SEWER PIPE	108798	1,215.07
01-001537	HD SUPPLY WATERWORKS,	I-3655636	212 5342-361	SEWER PIPE :	SEWER PIPE	108798	565.32
						VENDOR 01-001537 TOTALS	1,780.39
01-002559	MATTOON TIRE & AUTO CE	I-12571	212 5342-318	VEHICLE PARTS:	98 DODGE PICKUP REPA	108812	147.33
01-002559	MATTOON TIRE & AUTO CE	I-12572	212 5342-318	VEHICLE PARTS:	06 FORD SUPER DUTY R	108812	306.54
01-002559	MATTOON TIRE & AUTO CE	I-12573	212 5342-318	VEHICLE PARTS:	06 FORD SUPER DUTY R	108812	306.54
						VENDOR 01-002559 TOTALS	760.41
01-003206	BIRKEYS	I-W06658	212 5342-433	REPAIR OF MAC:	LOADER BACKHOE REPAI	108777	83.34
01-003206	BIRKEYS	I-W06670	212 5342-433	REPAIR OF MAC:	WHEEL LOADER REPAIR	108777	112.77
01-003206	BIRKEYS	I-W06702	212 5342-433	REPAIR OF MAC:	WHEEL LOADER REPAIRS	108777	115.64
						VENDOR 01-003206 TOTALS	311.75
01-006780	CLARK DIETZ INC	I-409254	212 5342-730	IMPROVEMENTS :	LONG TERM CONTROL PL	108783	1,274.76
						VENDOR 01-006780 TOTALS	1,274.76
01-023500	MOTION INDUSTRIES	I-IL64-868342	212 5342-318	VEHICLE PARTS:	DRILL BITS,LOCK NUTS	108816	59.09
						VENDOR 01-023500 TOTALS	59.09
01-039750	RAHN EQUIPMENT COMPANY	I-34697	212 5342-318	VEHICLE PARTS:	RAHN EQUIPMENT COMPA	108828	186.66
						VENDOR 01-039750 TOTALS	186.66
01-040467	SAFETY COMPLIANCE	I-20580	212 5342-313	MEDICAL & SAF:	GLOVES,SAFETY GLASSE	108832	204.05
						VENDOR 01-040467 TOTALS	204.05
DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL:							4,655.02

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 343 SEWER LIFT STATIONS

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000832	SODEMANN & ASSOCIATES, I-	12401	212 5343-730	IMPROVEMENTS : LL SANITARY PUMP STA	108834		230.00
				VENDOR 01-000832 TOTALS			230.00
01-001620	VERIZON WIRELESS	I-2630085084	212 5343-533	CELLULAR PHON: MOBILES	108841		2.34
				VENDOR 01-001620 TOTALS			2.34
01-002194	AMEREN ENERGY MARKETIN I-	1461311091	212 5343-321	NATURAL GAS &: N 45 LIFT STA	108768		29.86
01-002194	AMEREN ENERGY MARKETIN I-	1461311091	212 5343-321	NATURAL GAS &: DEWITT LIFT STA	108768		7.11
01-002194	AMEREN ENERGY MARKETIN I-	1461311091	212 5343-321	NATURAL GAS &: RILEY CREEK SEWAGE	108768		590.55
01-002194	AMEREN ENERGY MARKETIN I-	1461311091	212 5343-321	NATURAL GAS &: WILLOWSHIRE SEWAGE	108768		13.06
01-002194	AMEREN ENERGY MARKETIN I-	1461311091	212 5343-321	NATURAL GAS &: 28TH LIFT STA	108768		34.62
01-002194	AMEREN ENERGY MARKETIN I-	1461311091	212 5343-321	NATURAL GAS &: MCFALL LIFT STA	108768		10.72
01-002194	AMEREN ENERGY MARKETIN I-	1461311091	212 5343-321	NATURAL GAS &: N 19TH LIFT STA	108768		10.65
				VENDOR 01-002194 TOTALS			696.57
01-008600	COLES MOULTRIE ELECTRI I-	201109237910	212 5343-322	ELECTRICITY (: LLC LIFT STA	108739		87.75
01-008600	COLES MOULTRIE ELECTRI I-	201109237911	212 5343-322	ELECTRICITY (: SBLHC LIFT STA	108739		198.84
01-008600	COLES MOULTRIE ELECTRI I-	201109237912	212 5343-322	ELECTRICITY (: GOLDEN VALLEY SEWER	108739		345.37
01-008600	COLES MOULTRIE ELECTRI I-	201109237913	212 5343-322	ELECTRICITY (: BUXTON CENTRE	108739		100.13
				VENDOR 01-008600 TOTALS			732.09
				DEPARTMENT 343 SEWER LIFT STATIONS TOTAL:			1,661.00
01-001487	AUTOZONE, INC.	I-0637056323	212 5344-318	VEHICLE PARTS: FUSE	108772		4.29
				VENDOR 01-001487 TOTALS			4.29
01-001620	VERIZON WIRELESS	I-2630085084	212 5344-533	CELLULAR PHON: MOBILES	108841		0.38
				VENDOR 01-001620 TOTALS			0.38
01-002170	BUSINESS CARD	I-201109267915	212 5344-516	TECHNOLOGY SU: BUY.COM	108756		38.46
				VENDOR 01-002170 TOTALS			38.46

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 344 WASTEWATER TREATMNT PLANT

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-1461311091	212 5344-321	NATURAL GAS &:	820 S 5TH	108768	12,166.89
					VENDOR 01-002194 TOTALS		12,166.89
01-002357	TITAN INDUSTRIAL CHEMI	I-3016	212 5344-314	CHEMICALS	: CHEMICALS	108838	359.65
					VENDOR 01-002357 TOTALS		359.65
01-002743	PURE WATER PRODUCTS, L	I-26175	212 5344-319	MISCELLANEOUS:	O-RING	108827	4.00
01-002743	PURE WATER PRODUCTS, L	I-26378	212 5344-319	MISCELLANEOUS:	UV HOUSING,CAP,O-RIN	108827	132.00
					VENDOR 01-002743 TOTALS		136.00
01-016000	JOHN DEERE FINANCIAL	I-323387	212 5344-460	OTHER PROPRT:	HY-GARD	108742	298.08
01-016000	JOHN DEERE FINANCIAL	I-325033	212 5344-460	OTHER PROPRT:	REPAIRS	108742	403.15
01-016000	JOHN DEERE FINANCIAL	I-D23549	212 5344-460	OTHER PROPRT:	MOP HEAD,CABLE TIES,	108742	89.37
01-016000	JOHN DEERE FINANCIAL	I-D25410	212 5344-460	OTHER PROPRT:	CLEVIS	108742	31.98
01-016000	JOHN DEERE FINANCIAL	I-D35324	212 5344-460	OTHER PROPRT:	SEALANT,CLEANERS,ANT	108742	89.40
01-016000	JOHN DEERE FINANCIAL	I-D37065	212 5344-460	OTHER PROPRT:	ROLLER,PAINT,TRAY	108742	61.91
01-016000	JOHN DEERE FINANCIAL	I-D42416	212 5344-460	OTHER PROPRT:	OIL DRY,SPRAY PAINT,	108742	98.95
01-016000	JOHN DEERE FINANCIAL	I-D44766	212 5344-460	OTHER PROPRT:	SPRAY PAINT,BOLTS,NU	108742	20.42
					VENDOR 01-016000 TOTALS		1,093.26
01-023800	CONSOLIDATED COMMUNICA	I-201109237908	212 5344-532	TELEPHONE	: 234-2737	108740	37.97
01-023800	CONSOLIDATED COMMUNICA	I-201109237909	212 5344-532	TELEPHONE	: 234-6828	108740	59.19
					VENDOR 01-023800 TOTALS		97.16
01-031402	M & M PUMP SUPPLY INC	I-625931	212 5344-433	REPAIR OF MAC:	SUCTION HOSE ASSEMBL	108810	290.99
					VENDOR 01-031402 TOTALS		290.99
01-045505	VANDEVANTER ENGINEERIN	I-1240137	212 5344-516	TECHNOLOGY SU:	VANDEVANTER ENGINEER	108840	117.31
01-045505	VANDEVANTER ENGINEERIN	I-1240244	212 5344-516	TECHNOLOGY SU:	VANDEVANTER ENGINEER	108840	352.76
					VENDOR 01-045505 TOTALS		470.07
01-045575	VWR INTERNATIONAL INC	I-46875559	212 5344-319	MISCELLANEOUS:	LAB SUPPLIES	108842	234.20
					VENDOR 01-045575 TOTALS		234.20
DEPARTMENT 344 WASTEWATER TREATMNT PLANTTOTAL:							14,891.35

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: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201109267915	212 5345-531	POSTAGE	: POST OFFICE	108756	3.29
01-002170	BUSINESS CARD	I-201109267915	212 5345-531	POSTAGE	: POST OFC	108756	8.81
01-002170	BUSINESS CARD	I-201109267915	212 5345-531	POSTAGE	: POST OFC	108756	4.93
						VENDOR 01-002170 TOTALS	17.03
01-033000	UNITED STATES POSTAL S	I-201109287970	212 5345-531	POSTAGE	: POSTAGE 7-1/8-31	108839	276.15
						VENDOR 01-033000 TOTALS	276.15
01-049003	XEROX CORPORATION	I-056362948	212 5345-814	PRINT COPY MA:	COPIER URR-895305	108848	210.44
						VENDOR 01-049003 TOTALS	210.44
DEPARTMENT 345 ACCOUNTING & COLLECTION TOTAL:							503.62
01-030000	KULL LUMBER CO	I-201109287983	212 5346-316	TOOLS & EQUIP:	DUCT TAPE,MEASURING	108807	5.43
						VENDOR 01-030000 TOTALS	5.43
DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL:							5.43
VENDOR SET 212 SEWER FUND TOTAL:							21,716.42
REPORT GRAND TOTAL:							169,053.09

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2011-2012	110-4656-010	RENT-PARKING LO*NON-EXPENS	40.00	1,500-	700.00-		
	110-5110-532	TELEPHONE	43.61	600	337.84		
	110-5110-561	BUSINESS MEETING EXPENSE	22.71	750	702.75		
	110-5110-572	COMM PROMOTIONS & RELATION	300.00	1,000	65.00-	Y	
	110-5120-311	OFFICE SUPPLIES	52.55	2,130	1,713.53		
	110-5120-531	POSTAGE	137.33	2,250	1,751.84		
	110-5120-532	TELEPHONE	251.08	3,060	1,809.92		
	110-5120-801	VITAL RECORDS FEE REMITTAN	526.00	7,500	4,588.00		
	110-5130-561	BUSINESS MEETING EXPENSE	110.00	1,000	282.65		
	110-5130-562	TRAVEL & TRAINING	339.65	6,600	3,955.34		
	110-5130-565	CELLULAR PHONE EXP REIMB	97.21	0	525.50-	Y	
	110-5150-311	OFFICE SUPPLIES	20.45	1,600	962.85		
	110-5150-513	AUDITING & ACCOUNTING SERV	12,225.00	20,500	8,275.00		
	110-5150-532	TELEPHONE	51.28	1,100	837.45		
	110-5150-562	TRAVEL & TRAINING	30.00	2,650	2,620.00		
	110-5150-811	BANK SERVICE CHARGES	57.30	5,400	4,822.67		
	110-5160-311	OFFICE SUPPLIES	0.64	200	197.35		
	110-5160-515	LABOR RELATIONS COUNSEL	449.00	4,800	3,151.00		
	110-5160-562	TRAVEL & TRAINING	116.35	1,500	922.65		
	110-5160-571	DUES & MEMBERSHIPS	200.00	759	272.00		
	110-5170-319	MISCELLANEOUS SUPPLIES	38.46	600	302.26		
	110-5170-533	CELLULAR PHONE	124.37	1,200	578.23		
	110-5170-562	TRAVEL & TRAINING	330.64	5,450	2,956.11		
	110-5170-851	WIDE AREA NETWORK SERVERS	175.00	14,400	14,120.06		
	110-5180-531	POSTAGE	26.78	150	102.02		
	110-5190-319	MISCELLANEOUS SUPPLIES	676.00	4,000	3,097.00		
	110-5211-311	OFFICE SUPPLIES	508.38	4,000	1,911.11		
	110-5211-515	LABOR RELATIONS COUNSEL	664.20	5,000	237.70		
	110-5212-319	MISCELLANEOUS SUPPLIES	49.16	13,680	2,442.90		
	110-5213-319	MISCELLANEOUS SUPPLIES	160.00	4,000	3,284.97		
	110-5216-579	MISC OTHER PURCHASED SERVI	620.60	5,000	2,930.40		
	110-5221-562	TRAVEL & TRAINING	826.38	15,000	6,553.95		
	110-5222-532	TELEPHONE	1,541.77	26,000	18,270.19		
	110-5222-533	CELLULAR PHONE	713.16	8,000	4,937.07		
	110-5222-535	RADIOS	335.75	15,000	7,724.41		
	110-5222-537	I-WIN ACCESS CHARGE	526.72	9,000	6,366.38		
	110-5222-539	MISC COMMUNICATION CHGS	7,999.41	8,000	0.59		
	110-5223-318	VEHICLE PARTS	48.00	2,500	1,421.81		
	110-5223-434	REPAIR OF VEHICLES	170.00	25,000	10,120.07		
	110-5224-321	NATURAL GAS & ELECTRIC (CI	3,071.49	100,000	78,071.27		
	110-5224-322	ELECTRICITY	52.40	1,500	1,283.73		
	110-5224-410	UTILITY SERVICES	334.74	2,500	1,533.86		
	110-5224-432	REPAIR OF BUILDINGS	350.05	24,000	11,424.14		
	110-5224-439	OTHER REPAIR & MAINT SRVCS	2,100.00	15,000	4,390.99		
	110-5241-311	OFFICE SUPPLIES	108.64	2,260	2,060.15		
	110-5241-312	CLEANING SUPPLIES	160.21	4,100	2,488.46		
	110-5241-313	MEDICAL & SAFETY SUPPLIES	308.45	33,570	7,546.45		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG
	110-5241-316	TOOLS & EQUIPMENT	172.94	11,700	6,731.18				
	110-5241-319	MISCELLANEOUS SUPPLIES	402.98	5,255	2,406.45				
	110-5241-321	NATURAL GAS & ELECTRIC	285.63	10,000	8,112.43				
	110-5241-433	REPAIR OF MACHINERY	72.25	12,100	7,268.15				
	110-5241-434	REPAIR OF VEHICLES	1,930.00	14,634	1,108.46				
	110-5241-531	POSTAGE	197.10	800	444.38				
	110-5241-532	TELEPHONE	257.20	4,519	2,810.70				
	110-5241-533	CELLULAR PHONE	1.49	1,200	691.60				
	110-5241-535	RADIOS	325.00	3,800	2,147.00				
	110-5241-562	TRAVEL & TRAINING	3,219.32	15,285	10,854.41				
	110-5241-578	AMBULANCE BILLING EXPENSES	1,150.00	7,500	3,075.00				
	110-5241-579	MISC OTHER PURCHASED SERVI	40.00	29,100	28,791.00				
	110-5243-319	MISCELLANEOUS SUPPLIES	106.15	2,000	828.34				
	110-5261-311	OFFICE SUPPLIES	22.98	950	698.29				
	110-5261-531	POSTAGE	70.13	400	187.26				
	110-5261-532	TELEPHONE	236.63	3,000	2,007.13				
	110-5280-512	ANIMAL CONTROL SERVICES	6,859.13	27,437	13,718.74				
	110-5310-316	TOOLS & EQUIPMENT	5.42	200	122.76				
	110-5310-319	MISCELLANEOUS SUPPLIES	31.53	400	5.13-	Y			
	110-5310-533	CELLULAR PHONE	59.69	700	98.41-	Y			
	110-5310-564	PRIVATE VEHICLE EXP REIMB	10.61	100	53.68				
	110-5320-311	OFFICE SUPPLIES	28.36	1,000	944.21				
	110-5320-313	MEDICAL & SAFETY SUPPLIES	204.05	1,750	1,120.67				
	110-5320-316	TOOLS AND EQUIPMENT	178.00	4,000	1,776.38				
	110-5320-318	VEHICLE PARTS	1,150.55	30,000	23,252.18				
	110-5320-319	MISCELLANEOUS SUPPLIES	26.66	10,000	8,197.60				
	110-5320-321	NATURAL GAS & ELECTRIC	288.70	20,000	17,140.27				
	110-5320-326	FUEL	9.57	40,000	21,723.99				
	110-5320-410	UTILITY SERVICES	81.34	850	605.66				
	110-5320-432	REPAIR OF BUILDINGS	121.20	4,000	2,122.97				
	110-5320-433	REPAIR OF MACHINERY	312.76	15,000	7,725.92				
	110-5320-434	REPAIR OF VEHICLES	77.91	10,000	7,292.86				
	110-5320-519	OTHER PROFESSIONAL SERVICE	182.70	2,500	1,693.82				
	110-5320-532	TELEPHONE	298.60	5,000	3,055.14				
	110-5320-533	CELLULAR PHONE	63.31	2,000	1,687.34				
	110-5320-742	VEHICLES	8,559.29	183,059	128,706.06				
	110-5331-318	VEHICLE PARTS	1,837.90	15,000	10,800.89				
	110-5335-318	VEHICLE PARTS	130.02	30,000	13,512.19				
	110-5335-410	UTILITY SERVICES	27.36	300	169.74				
	110-5370-316	TOOLS & EQUIPMENT	16.00	1,200	701.51				
	110-5370-319	MISCELLANEOUS SUPPLIES	16.01	600	173.95				
	110-5370-511	PLANNING & DESIGN SERVICES	5,920.05	0	5,920.05-	Y			
	110-5370-533	CELLULAR PHONE	118.91	1,100	618.14				
	110-5381-321	NATURAL GAS & ELECTRIC	1,288.86	37,500	27,958.34				
	110-5381-435	ELEVATOR SERVICE AGREEMEN	226.48	3,000	1,629.92				
	110-5381-460	OTHER PROP MAINT SERVICES	320.00	6,800	5,250.00				
	110-5383-319	MISCELLANEOUS SUPPLIES	87.04	1,500	1,295.46				
	110-5383-321	NATURAL GAS & ELECTRIC	386.38	7,000	4,812.94				

## \*\* 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
	110-5383-410	UTILITY SERVICES	36.04	400	286.51				
	110-5384-319	MISCELLANEOUS SUPPLIES	1,320.00	6,500	3,792.50				
	110-5384-321	NATURAL GAS & ELECTRIC	64.76	2,000	1,399.15				
	110-5384-460	OTHER PROP MAINT SERVICES	226.73	5,380	254.91				
	110-5511-316	TOOLS & EQUIPMENT	31.98	6,000	4,673.64				
	110-5511-531	POSTAGE	24.20	0	40.92-	Y			
	110-5511-532	TELEPHONE	69.84	0	346.28-	Y			
	110-5511-533	CELLULAR PHONE	60.47	0	462.28-	Y			
	110-5511-825	TOURISM GRANT EXPENDITURES	64.51	28,000	15,382.80				
	110-5512-311	OFFICE SUPPLIES	32.12	500	284.65				
	110-5512-319	MISCELLANEOUS SUPPLIES	35.88	4,500	4,178.65				
	110-5512-531	POSTAGE	8.14	200	142.67				
	110-5512-533	CELLULAR PHONE	59.69	1,100	801.59				
	110-5512-802	HUNTING/FISHING REMITTANCE	50.75	12,000	4,902.25				
	110-5521-410	UTILITY SERVICES	107.95	500	29.18				
	110-5541-319	MISCELLANEOUS SUPPLIES	249.90	10,000	5,471.50				
	110-5541-410	UTILITY SERVICES	3,487.70	10,000	2,010.87				
	110-5541-432	REPAIR OF BUILDINGS	1,937.60	7,500	2,824.62				
	110-5542-319	MISCELLANEOUS SUPPLIES	176.24	2,500	490.31				
	110-5542-321	NATURAL GAS & ELECTRIC (CI	46.67	3,500	2,908.27				
	110-5542-410	UTILITY SERVICES	747.00	1,000	243.95-	Y			
	110-5544-321	NATURAL GAS & ELECTRIC (CI	37.56	500	315.00				
	110-5551-321	NATURAL GAS & ELECTRIC (CI	297.00	4,500	2,319.42				
	110-5551-352	AGGREGATE SURFACE COAT	209.87	1,000	166.14				
	110-5551-410	UTILITY SERVICES	1,274.61	4,000	23.24-	Y			
	110-5551-450	CONSTRUCTION SERVICES	74.95	2,000	1,925.05				
	110-5552-319	MISCELLANEOUS SUPPLIES	60.00	2,500	113.14-	Y			
	110-5552-321	NATURAL GAS & ELECTRIC (CI	346.49	4,500	1,598.11				
	110-5552-410	UTILITY SERVICES	2,390.78	3,000	740.15-	Y			
	110-5553-321	NATURAL GAS & ELECTRIC (CI	501.46	3,500	1,564.25				
	110-5553-410	UTILITY SERVICES	3,967.18	5,000	685.41				
	110-5555-321	NATURAL GAS & ELECTRIC (CI	17.50	1,000	466.14				
	110-5556-321	NATURAL GAS & ELECTRIC (CI	205.54	1,750	748.08				
	110-5563-317	CONCESSION & SOUVENIR SUPP	886.25	25,000	8,448.01				
	110-5570-311	SUPPLIES	11.99	1,000	379.16-	Y			
	110-5570-321	UTILITIES	93.23	6,000	3,953.63				
	122-5653-321	NATURAL GAS & ELECTRIC (CI	52.12	800	408.81				
	122-5653-531	POSTAGE	3.56	500	459.84				
	122-5653-561	BUSINESS MEETING EXPENSE	130.76	2,000	1,655.75				
	122-5653-562	TRAVEL & TRAINING	907.41	5,000	1,459.15				
	122-5653-572	COMMUNITY PROMOTION & RELA	27.35	13,800	8,719.28				
	123-5584-531	POSTAGE	35.28	300	74.63				
	125-5150-527	SELF INSURED RETENTION/DED	125.00	65,000	57,914.53				
	128-5604-901	STREETS	2,248.40	5,000	2,975.62-	Y			
	130-5328-730	IMPROVEMENTS OTHER THAN BL	7,220.35	805,000	471,782.08				
	130-5384-720	IC DEPOT RESTORATION	4,375.00	700,000	691,250.00				
	130-5385-720	CULTURE AND RECREATION	16.52	25,000	28.52-	Y			
	211-5351-319	MISCELLANEOUS SUPPLIES	131.85	1,000	814.16				

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	211-5351-321	NATURAL GAS & ELECTRIC	104.98	1,500	1,017.50		
	211-5351-322	ELECTRICITY	7.20	100	71.20		
	211-5351-432	REPAIR OF STRUCTURES	82.46	1,000	899.58		
	211-5353-311	OFFICE SUPPLIES	29.25	600	349.71		
	211-5353-314	CHEMICALS	10,954.95	250,000	173,156.55		
	211-5353-316	TOOLS & EQUIPMENT	24.99	1,200	276.20		
	211-5353-319	MISCELLANEOUS SUPPLIES	24.96	16,000	10,408.57		
	211-5353-321	NATURAL GAS & ELECTRIC	2,065.77	47,000	30,706.81		
	211-5353-322	ELECTRICITY	5,788.22	70,000	53,957.86		
	211-5353-378	PLANT MTCE & REPAIR	9.98	3,000	2,367.60		
	211-5353-379	OTHER WATER MNTCE MATERIAL	13.64	1,000	949.01		
	211-5353-460	OTHER PROPERTY MAINT. SERV	7,186.25	48,500	35,302.81		
	211-5353-519	OTHER PROFESSIONAL SERVICE	270.00	20,000	17,425.50		
	211-5353-531	POSTAGE	8.10	1,200	1,158.82		
	211-5353-532	TELEPHONE	156.57	2,200	1,418.13		
	211-5353-730	IMPROVEMENTS OTHER THAN BL	2,380.00	52,000	46,001.94		
	211-5354-313	MEDICAL & SAFETY SUPPLIES	204.05	1,200	708.21		
	211-5354-316	TOOLS & EQUIPMENT	46.98	5,000	3,357.94		
	211-5354-318	VEHICLE PARTS	1,006.14	10,000	7,366.82		
	211-5354-321	NATURAL GAS & ELECTRIC	3,394.72	20,000	10,758.22		
	211-5354-322	ELECTRICITY	233.61	2,500	1,774.75		
	211-5354-433	REPAIR OF MACHINERY	312.76	10,000	6,261.23		
	211-5354-434	REPAIR OF VEHICLES	77.91	5,000	3,214.01		
	211-5354-730	IMPROVEMENTS OTHER THAN BL	3,201.25	238,000	195,667.98		
	211-5355-531	POSTAGE	424.24	15,000	8,966.87		
	211-5355-532	TELEPHONE	235.79	1,500	792.37		
	211-5356-316	TOOLS & EQUIPMENT	5.42	200	103.10		
	211-5356-321	NATURAL GAS & ELECTRIC	95.19	15,000	14,625.59		
	212-5342-313	MEDICAL & SAFETY SUPPLIES	204.05	1,500	985.70		
	212-5342-318	VEHICLE PARTS	1,006.16	20,000	17,498.34		
	212-5342-361	SEWER PIPE	565.32	3,000	802.53		
	212-5342-433	REPAIR OF MACHINERY	311.75	5,000	1,262.24		
	212-5342-434	REPAIR OF VEHICLES	77.91	5,000	2,949.06		
	212-5342-730	IMPROVEMENTS OTHER THAN BL	2,489.83	425,000	412,513.20		
	212-5343-321	NATURAL GAS & ELECTRIC (AM	696.57	30,000	18,641.94		
	212-5343-322	ELECTRICITY (COLES-MOULTRI	732.09	5,000	1,872.46		
	212-5343-533	CELLULAR PHONE	2.34	0	18.75- Y		
	212-5343-730	IMPROVEMENTS OTHER THAN BL	230.00	150,000	92,950.00		
	212-5344-314	CHEMICALS	359.65	10,000	4,360.81		
	212-5344-318	VEHICLE PARTS	4.29	1,500	1,443.31		
	212-5344-319	MISCELLANEOUS SUPPLIES	370.20	10,000	7,249.82		
	212-5344-321	NATURAL GAS & ELECTRIC (AM	12,166.89	330,000	246,197.62		
	212-5344-433	REPAIR OF MACHINERY	290.99	40,000	32,206.53		
	212-5344-460	OTHER PROPERTY MTCE SERVIC	1,093.26	30,000	5,155.65		
	212-5344-516	TECHNOLOGY SUPPORT SERVICE	508.53	4,000	3,256.52		
	212-5344-532	TELEPHONE	97.16	6,000	4,114.87		
	212-5344-533	CELLULAR PHONE	0.38	0	9.73- Y		
	212-5345-531	POSTAGE	293.18	16,000	9,934.57		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	212-5345-814	PRINT COPY MACHINE LEASE &	210.44	2,500	1,782.72		
	212-5346-316	TOOLS & EQUIPMENT	5.43	200	103.09		
		TOTAL:	169,053.09				

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

ACCT	NAME	AMOUNT
110	NON-DEPARTMENTAL	40.00
110-110	CITY COUNCIL	366.32
110-120	CITY CLERK	966.96
110-130	CITY ADMINISTRATOR	546.86
110-150	FINANCIAL ADMINISTRATION	12,384.03
110-160	LEGAL SERVICES	765.99
110-170	COMPUTER INFO SYSTEMS	668.47
110-180	PLANNING & ZONING	26.78
110-190	COUNCIL CONTINGENCY	676.00
110-211	POLICE ADMINISTRATION	1,172.58
110-212	CRIMINAL INVESTIGATION	49.16
110-213	PATROL	160.00
110-216	POLICE RECORDS	620.60
110-221	POLICE TRAINING	826.38
110-222	COMMUNICATION SERVICES	11,116.81
110-223	AUTOMOTIVE SERVICES	218.00
110-224	POLICE BUILDINGS	5,908.68
110-241	FIRE PROTECTION ADMIN.	8,631.21
110-243	FIRE PREVENTION	106.15
110-261	CODE ENFORCEMENT ADMIN	329.74
110-280	ANIMAL CONTROL	6,859.13
110-310	PUBLIC WORKS ADMIN	107.25
110-320	STREETS	11,583.00
110-331	STREET CLEANING	1,837.90
110-335	YARD WASTE COLLECTION	157.38
110-370	ENGINEERING	6,070.97
110-381	CUSTODIAL SERVICES	1,835.34
110-383	BURGESS OSBORNE	509.46
110-384	RAILROAD DEPOT	1,611.49
110-511	PARK ADMINISTRATION	251.00
110-512	LAKE ADMINISTRATION	186.58
110-521	DEMARS CENTER	107.95
110-541	PETERSON PARK	5,675.20
110-542	LAWSON PARK	969.91
110-544	CUNNINGHAM PARK	37.56
110-551	BOYS COMPLEX	1,856.43

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

ACCT	NAME	AMOUNT
110-552	GIRLS COMPLEX	2,797.27
110-553	JR FOOTBALL COMPLEX	4,468.64
110-555	KINZEL FIELD	17.50
110-556	T-BALL COMPLEX	205.54
110-563	MARINA AREA	886.25
110-570	DODGE GROVE CEMETERY	105.22
-----		
110 TOTAL	GENERAL FUND	93,717.69
122-653	HOTEL TAX ADMINISTRATION	1,121.20
-----		
122 TOTAL	HOTEL TAX FUND	1,121.20
123-584	BAGELFEST	35.28
-----		
123 TOTAL	FESTIVAL MGMT FUND	35.28
125-150	FINANCIAL ADMINISTRATION	125.00
-----		
125 TOTAL	INSURANCE & TORT JDMNT	125.00
128-604	MIDTOWN TIF DISTRICT	2,248.40
-----		
128 TOTAL	MIDTOWN TIF FUND	2,248.40
130-328	STORM DRAINAGE	7,220.35
130-384	RAILROAD DEPOT	4,375.00
130-385	CULTURE & RECREATION	16.52
-----		
130 TOTAL	CAPITAL PROJECT FUND	11,611.87
211-351	RESERVOIRS & WTR SOURCES	326.49
211-353	WATER TREATMENT PLANT	28,912.68
211-354	WATER DISTRIBUTION	8,477.42
211-355	ACCOUNTING & COLLECTION	660.03
211-356	ADMINISTRATIVE & GENERAL	100.61
-----		
211 TOTAL	WATER FUND	38,477.23
212-342	SEWER COLLECTION SYSTEM	4,655.02
212-343	SEWER LIFT STATIONS	1,661.00
212-344	WASTEWATER TREATMNT PLANT	14,891.35
212-345	ACCOUNTING & COLLECTION	503.62
212-346	ADMINISTRATIVE & GENERAL	5.43
-----		
212 TOTAL	SEWER FUND	21,716.42
-----		
** TOTAL **		169,053.09

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-022400	HOWELL ASPHALT CO	I-8434MB	121 5321-353	BITUMINOUS PA:	HOWELL ASPHALT CO	108854	3,007.50
01-022400	HOWELL ASPHALT CO	I-8435MB	121 5321-353	BITUMINOUS PA:	HOWELL ASPHALT CO	108854	1,906.50
						VENDOR 01-022400 TOTALS	4,914.00
						DEPARTMENT 321 STREETS	TOTAL: 4,914.00
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	9TH & CHARLESTON	108852	9.76
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	19TH & RICHMOND	108852	9.17
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	7TH & CHARLESTON	108852	7.58
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	14TH & CHARLESTON	108852	8.22
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	LOGAN & CHARLESTON	108852	7.64
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	15TH & CHARLESTON	108852	7.75
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	18TH & MARSHALL	108852	12.25
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	18TH & CHARLESTON	108852	7.58
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	19TH & WESTERN	108852	47.89
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	6TH & CHARLESTON	108852	8.39
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	CHARLESTON & SWORDS	108852	9.98
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	1721 B'DWAY	108852	24.35
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	B'DWAY & CHARLESTON	108852	141.43
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	19TH & CHARLESTON	108852	7.11
01-002194	AMEREN ENERGY MARKETIN	I-1461311091*	121 5326-321	NATURAL GAS &:	CHARLESTON & CRESTVI	108852	11.46
						VENDOR 01-002194 TOTALS	320.56
01-008600	COLES MOULTRIE ELECTRI	I-201109287991	121 5326-322	ELECTRIC (COL:	PIATT & RT 316	108853	13.20
01-008600	COLES MOULTRIE ELECTRI	I-201109287992	121 5326-322	ELECTRIC (COL:	3020 LAKELAND BLVD	108853	8.32
01-008600	COLES MOULTRIE ELECTRI	I-201109287993	121 5326-322	ELECTRIC (COL:	S RT 45 & PARADISE	108853	49.48
01-008600	COLES MOULTRIE ELECTRI	I-201109287994	121 5326-322	ELECTRIC (COL:	S RT 45 & PARADISE	108853	14.83
01-008600	COLES MOULTRIE ELECTRI	I-201109287995	121 5326-322	ELECTRIC (COL:	S RT 45 & PARADISE	108853	14.83
01-008600	COLES MOULTRIE ELECTRI	I-201109287996	121 5326-322	ELECTRIC (COL:	LAKELAND INN ENTRANC	108853	8.70
01-008600	COLES MOULTRIE ELECTRI	I-201109287997	121 5326-322	ELECTRIC (COL:	OLD ST VILLAGE	108853	9.82
01-008600	COLES MOULTRIE ELECTRI	I-201109287998	121 5326-322	ELECTRIC (COL:	SOUTH 9TH ST	108853	8.70
01-008600	COLES MOULTRIE ELECTRI	I-201109287999	121 5326-322	ELECTRIC (COL:	SUNRISE APTS	108853	9.82
01-008600	COLES MOULTRIE ELECTRI	I-201109288000	121 5326-322	ELECTRIC (COL:	S RT 45	108853	66.87
01-008600	COLES MOULTRIE ELECTRI	I-201109288001	121 5326-322	ELECTRIC (COL:	EAST RT 16	108853	105.24
						VENDOR 01-008600 TOTALS	309.81
						DEPARTMENT 326 STREET LIGHTING	TOTAL: 630.37

VENDOR SET: 01 CITY OF MATTOON

BANK: MFTBK

FUND : 121 MOTOR FUEL TAX FUND

DEPARTMENT: 327 TRAFFIC CONTROL DEVICES

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201109267916	121 5327-356	STREET SIGNS :	BUSINESS CARD	108761	360.00
01-002170	BUSINESS CARD	I-201109267916	121 5327-356	STREET SIGNS :	MUNICIPAL SIGN	108761	119.00
						VENDOR 01-002170 TOTALS	479.00

DEPARTMENT 327 TRAFFIC CONTROL DEVICES TOTAL: 479.00

VENDOR SET 121 MOTOR FUEL TAX FUND TOTAL: 6,023.37

REPORT GRAND TOTAL: 6,023.37

\*\* 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	121-5321-353	BITUMINOUS PATCHING	4,914.00	72,000	102,143.22-	Y			
	121-5326-321	NATURAL GAS & ELECTRIC	320.56	161,000	114,339.55				
	121-5326-322	ELECTRIC (COLES MOULTRIE)	309.81	4,000	2,806.76				
	121-5327-356	STREET SIGNS	479.00	5,000	4,521.00				
		TOTAL:	6,023.37						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
121-321	STREETS	4,914.00
121-326	STREET LIGHTING	630.37
121-327	TRAFFIC CONTROL DEVICES	479.00
-----		
121 TOTAL	MOTOR FUEL TAX FUND	6,023.37
-----		
	** TOTAL **	6,023.37

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: EHBK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 411 STOP LOSS INS COVERAGE

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000221	PERSONALCARE INSURANCE	I-201109237900	221 5411-211	STOP LOSS INS:	STOP LOSS AGGREGATE	108746	1,169.60
01-000221	PERSONALCARE INSURANCE	I-201109237900	221 5411-211	STOP LOSS INS:	STOP LOSS SPECIFIC	108746	14,901.39
						VENDOR 01-000221 TOTALS	16,070.99
						DEPARTMENT 411 STOP LOSS INS COVERAGE TOTAL:	16,070.99
01-000221	PERSONALCARE INSURANCE	I-201109237900	221 5412-211	HEALTH PLAN A:	ADMINISTRATION FEES	108746	9,998.72
						VENDOR 01-000221 TOTALS	9,998.72
						DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL:	9,998.72
01-000236	PERSONAL CARE	I-201109287957	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	26,116.72
01-000236	PERSONAL CARE	I-201109308005	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	22,204.47
						VENDOR 01-000236 TOTALS	48,321.19
						DEPARTMENT 413 MEDICAL CLAIMS TOTAL:	48,321.19
01-000236	PERSONAL CARE	I-201109287957	221 5414-211	RX CLAIMS :	PERSONAL CARE	000000	12,129.33
01-000236	PERSONAL CARE	I-201109308005	221 5414-211	RX CLAIMS :	PERSONAL CARE	000000	12,941.01
						VENDOR 01-000236 TOTALS	25,070.34
						DEPARTMENT 414 RX CLAIMS TOTAL:	25,070.34
01-001982	FORT DEARBORN LIFE INS	I-201109287960	221 5417-212	LIFE INSURANC:	OCTOBER LIFE INS	108851	2,423.16
						VENDOR 01-001982 TOTALS	2,423.16
						DEPARTMENT 417 LIFE INSURANCE TOTAL:	2,423.16
						VENDOR SET 221 HEALTH INSURANCE FUND TOTAL:	101,884.40
						REPORT GRAND TOTAL:	101,884.40

\*\* 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	221-5411-211	STOP LOSS INSURANCE	16,070.99	189,507	93,514.02			
	221-5412-211	HEALTH PLAN ADMINISTRATION	9,998.72	118,220	52,070.75			
	221-5413-211	MEDICAL CLAIMS	48,321.19	1,590,000	1,087,279.09			
	221-5414-211	RX CLAIMS	25,070.34	90,000	184,132.13-	Y		
	221-5417-212	LIFE INSURANCE	2,423.16	20,926	6,415.80			
		TOTAL:	101,884.40					

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
221-411	STOP LOSS INS COVERAGE	16,070.99
221-412	HEALTH PLAN ADMIN	9,998.72
221-413	MEDICAL CLAIMS	48,321.19
221-414	RX CLAIMS	25,070.34
221-417	LIFE INSURANCE	2,423.16
-----		
221 TOTAL	HEALTH INSURANCE FUND	101,884.40
-----		
	** TOTAL **	101,884.40

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: DDBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 412 HEALTH PLAN ADMIN

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

PAY DATE RANGE: 9/21/2011 THRU 10/04/2011

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
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01-000276	DELTA DENTAL-ASC	I-201109277942	221 5412-211	HEALTH PLAN A:	DELTA DENTAL-ASC	000000	1,200.53
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						VENDOR 01-000276 TOTALS	1,200.53
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						DEPARTMENT 412 HEALTH PLAN ADMIN	TOTAL: 1,200.53
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01-000276	DELTA DENTAL-ASC	I-201109277942	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL-ASC	000000	1,726.20
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01-000276	DELTA DENTAL-ASC	I-201109287968	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL-ASC	000000	475.40
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						VENDOR 01-000276 TOTALS	2,201.60
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						DEPARTMENT 415 DENTAL CLAIMS	TOTAL: 2,201.60
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						VENDOR SET 221 HEALTH INSURANCE FUND	TOTAL: 3,402.13
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						REPORT GRAND TOTAL:	3,402.13
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\*\* 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	1,200.53	118,220		52,070.75			
	221-5415-211	DENTAL CLAIMS	2,201.60	601,146		571,118.97			
		TOTAL:	3,402.13						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	1,200.53
221-415	DENTAL CLAIMS	2,201.60
-----		
221 TOTAL	HEALTH INSURANCE FUND	3,402.13
-----		
	** TOTAL **	3,402.13

NO ERRORS

										-----DEPOSIT-----	
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT--	---MESSAGE---		
12-17100-02	HALE, JUDY	9/23/11	FINAL BILL	108749	4.99CR	000		0.00			
14-21100-14	STOVALL, VIRGINIA L	9/23/11	FINAL BILL	108750	10.29CR	100	36398	60.00CR			
15-02310-10	LEWIS, MATTHEW D	9/23/11	FINAL BILL	108751	25.98CR	100	34950	60.00CR			
15-09910-11	LEE, WILLIAM	9/23/11	FINAL BILL	108752	6.97CR	100	36222	60.00CR			
15-12810-07	COFFMAN, KENT W	9/23/11	FINAL BILL	108753	49.06CR	100	32245	60.00CR			

										-----DEPOSIT-----	
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT---	---MESSAGE---		
19-12600-12	LIVINGSTON, KASSANDRA L	9/30/11	FINAL BILL	108864	31.19CR	100	36716	60.00CR			
19-24910-10	GRAVIL, CHADD M	9/30/11	FINAL BILL	108865	51.37CR	100	36637	60.00CR			
20-24700-11	WINNETT, BRIAN J	9/30/11	FINAL BILL	108866	12.29CR	100	35605	60.00CR			
22-12800-04	HARRIS, DANIELLE R	9/30/11	FINAL BILL	108867	16.39CR	100	36937	60.00CR			
24-16800-10	GREIST, BENJAMIN	9/30/11	FINAL BILL	108868	18.07CR	100	33765	60.00CR			
24-18800-05	WHITE, ERIC A	9/30/11	FINAL BILL	108869	56.17CR	100	30971	60.00CR			

# NEW BUSINESS:

## City of Mattoon Council Decision Request

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MEETING DATE: 10/04/11CDR NO: 2011-1264

SUBJECT: Public Works Advisory Board Appointments

SUBMITTAL DATE: 09/26/11

SUBMITTED BY: Dean Barber, Public Works Director

APPROVED FOR Sue McLaughlin  
COUNCIL AGENDA: City Administrator \_\_\_\_\_ Date

EXHIBITS (If applicable): N/A

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

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

“I move to approve the Public Works Advisory Board appointments of Cheryl Sweet replacing Merle Lowry and Terry Brotherton replacing Joe McKenzie with terms of 12/31/2013 and 12/31/2012 respectively.”

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

Public Works Advisory Board has eleven members – appointed by the Mayor and confirmed by the Council. §33.076

Upon approval by the Council the members are as follows:

Terry Brotherton	12/31/2012	(replaces Joe McKenzie)
Dean Coleman	12/31/2012	
Jeff Collings	12/31/2013	
Mark Cox	12/31/2013	
Jeremy Doughty	12/31/2012	
Mike Hamblen	12/31/2013	
Hal Kottwitz	12/31/2012	
Dan Lawrence	12/31/2012	
Bill Standerfer	12/31/2012	
Cheryl Sweet	12/31/2013	(replaces Merle Lowry)
David Stapleton	12/31/2012	
Commissioner Chris Rankin	***	

Cheryl Sweet- 504 Wabash Avenue - Retired Dental Hygienist - 234-2074

Terry Brotherton - 2920 Western Avenue - Former Construction Worker & Warehouse Worker at Mattoon Rural King – 549-9038



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 therefor (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 preannexation 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 (15<sup>th</sup>) 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 therefor 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 therefor.

(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 \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, adopted this \_\_\_\_ day of \_\_\_\_\_, 2011, by roll call vote as follows:

Ayes (Names): \_\_\_\_\_

\_\_\_\_\_

Nays (Names): \_\_\_\_\_

Absent (Names): \_\_\_\_\_

**APPROVED:** \_\_\_\_\_, 2011

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(SEAL)

STATE OF ILLINOIS            )  
THE COUNTY OF COLES        ) SS.  
CITY OF MATTOON            )

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting City Clerk of the City of Mattoon, Coles County, Illinois (the “**Issuer**”), and as such official I am the keeper of the records and files of the Issuer and of its City Council (the “**Corporate Authorities**”).

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of a regular meeting of the Corporate Authorities held on the 4th day of October, 2011, insofar as same relates to the adoption of Ordinance No. 2011-5326, 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 SOURCES AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS,**

a true, correct and complete copy of which ordinance (the “**Ordinance**”) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

Further I certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the adoption of such Ordinance was duly moved and seconded, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance. 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.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of the City of Mattoon, Coles County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2011.

(SEAL)

\_\_\_\_\_  
City Clerk

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**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**

<b>Street</b>	<b>Intersects with</b>
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**

<b>Street</b>	<b>Stops Approaching</b>
2nd Street	Broadway Avenue

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.

# Memo

To: City Administrator, Mayor & Commissioners

From: Dean Barber

Date: September 30, 2011

Re: Stop Sign Request @ 2nd & Broadway

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St. John's Lutheran School has requested stop signs for Broadway Avenue at 2nd Street. The stop signs would replace the flashing cross-walk that the school had installed earlier this year.

The justification for the stop signs would be the concentration of pedestrians at the intersection. They have 170 students. All of the students cross the street, at various times, thru-out the day.

The school has certainly made a good faith effort by constructing their own crossing devices. However, it would appear necessary to install more definite controls for the pedestrians and vehicles at the intersection.

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**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 \_\_\_\_\_, 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.

\_\_\_\_\_  
Tim 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.



**STAFF REPORT**  
September 21, 2011

The applicant is requesting a Variance be granted to the rear setback of 920 Charleston Ave. to allow for the construction of an addition to the existing building and to encroach in the rear yard reducing the setback from 12.5 feet to 2.5 feet from the alley.

**Applicant**

Casey's General Store

**Location**

The subject property is located at 920 Charleston Ave.

**Description of Property and Surrounding Uses**

LOCATIO N	ZONING	LAND USE
Applicant Property	C3	Service Commercial
North	C1	Neighborhood Commercial
South	C3	Service Commercial
East	C3	Service Commercial
West	C3	Service Commercial

**Zoning Ordinance**

(C) *Rear yards.* Rear yards shall be provided in each respective district as follows.

(4) C1, C2, and C3 Commercial Districts: 18 foot or 15% of the depth of the lot, whichever is greater. When not adjacent to an alley, no rear yard is required.

(D) *Yard regulation exceptions.* The following provisions shall apply to front, side and rear yards in all districts.

(3) Rear yards abutting on alleys may use one- half the width of the alley in computing the required depth of the lot.

(5) Accessory building and/or structure which are not part of a main residential building may be built a minimum of three feet from the rear and side lot lines in all districts. The limitations provided in this section for accessory buildings shall include above-ground swimming pools. These limitations shall not include below-ground pools, which must be a minimum of six feet from the property lines, for which specific regulations are provided in the City of Mattoon Building Code, as adopted by the City Council in § [150.01](#) of this code of ordinances.

## **Review Comments**

The existing accessory building is 2.5 feet from the property line.

There should be ample parking along with a place for the dumpster to be located by the alley.

Public Works doesn't have any issues with the variance being granted.

## **Staff Recommendation**

A favorable recommendation should be based upon.

1. A majority of the area is already being utilized with a shed and a dumpster.
2. The addition would not be any closer to the alley than the existing accessory building.
3. Allowing the addition to extend to the North will still allow traffic to move through the lot east of the building to allow access to the alley easing congestion and parking.

## **ATTACHMENTS**

Aerial Photograph



**920 Charleston Ave.**

September 28, 2011

A meeting of the Planning Commission was held on Tuesday September 27, 2011 in the caucus room at city hall. Chairman Rick Otto called the meeting to order at 5:30 p.m.

Members present: Rick Otto, Mike Ramage, Brian Titus, Mary Wetzel and Dean Willaredt.

Members absent: Gary Boske, Mike Sullivan, Lew Stiff, and Dave Skocy.

- I. Motion by Mary Wetzel, seconded by Dean Willaredt to approve the minutes of the September 13, 2011 meeting as presented. Motion carried unanimously.
- II. Chairman Rick Otto opened the public hearing at 5:40 p.m. for a petition from Casey's General Store requesting a variance to the rear yard setback requirement to allow the construction an addition to an existing building at 920 Charleston Avenue. Roger Henson represented Casey's and outlined the proposed plans of tying into the existing building which will make the structure two and half feet from the property line. There will be ample parking for employees and customers.

Dean Willaredt stated that the present alley has several buildings that are already up to the property line and Mary Wetzel added that realistically there would be ample parking spaces for employees and patrons and asked if there was a possibility of acquiring property next door, which Henson advised that the property was not available.

Kyle Gill advised the current building is 12 ½ feet from the property line and the ordinance requirement for a C-3 zoning is 18ft. He also added that he felt it was a hardship since the gas tanks could not be moved economically or the adjoining property was not available to purchase.

There were no objectors present or otherwise. The public hearing adjourned at 5:50 p.m.

Motion by Dean Willaredt, seconded by Brian Titus to recommend approval of the request for a variance to the rear yard setback requirement to allow an addition to the current Casey's General Store at 920 Charleston Avenue. Motion carried unanimously.

- III. Kyle Gill, Community Development Coordinator advised the commission that there will be discussion at the next meeting concerning the Comprehensive Plan, including the process of the plan and a time line.

Being no further business, the meeting adjourned at 6:00 p.m.

DRAFT

**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 17<sup>th</sup> 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 19<sup>th</sup> 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 \_\_\_\_\_, 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.

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**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 \_\_\_\_\_, 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.

Attachment (1) - EXHIBIT "A"

## **EXHIBIT "A"**

### **GRANT AGREEMENT**

This Grant Agreement is made this \_\_\_\_\_ day of October, 2011, by and between the CITY OF MATTOON, Coles County, Illinois, a municipal corporation (hereinafter the "Grantor"), and Shelby County State Bank, owner of real estate located at 118, and 120 South 17<sup>th</sup> Street, Mattoon, Coles County, Illinois, (hereinafter the "Grantee"), as follows:

1. Grantor does grant unto Grantee up to the sum of Fifty-One Thousand Five Hundred Ninety and No/100 Dollars (\$51,590.00) to be disbursed as hereinafter described, subject to the following terms and conditions:

A. It is agreed and understood that approximately \$30,552.00 of said grant shall be for the sole purpose of making façade restorations to the exterior surfaces and \$21,038.00 shall be for the sole purpose of making Emergency Structural Repairs to the properties located at 118 and 120 South 17<sup>th</sup> Street, Mattoon, Coles County, Illinois. This grant is specifically contingent upon the undersigned first receiving initial design approval from the City. The undersigned acknowledges that the primary consideration for the grant herein from the City of Mattoon unto the undersigned is to achieve an historical restoration program for the City, and, as such, the undersigned acknowledges this consideration and agrees to abide by the rules and regulations and oversight of the City of Mattoon for implementation and/or construction of said design including, but not necessarily limited to: construction of said design pursuant to the design specifications; prior consent from the City of Mattoon before any alterations or changes to the design; oversight authority on the part of the City of Mattoon during the construction of said design if reasonably necessary to ensure said design and specifications are being complied with. Further, as additional consideration herein, the undersigned covenants that once completed, said City-approved restoration work shall remain the same and not be substantially changed without prior written consent of the City within 10 years of completion of the same, which covenant shall survive the payment of the grant and remain obligatory unto the parties herein whether or not they retain control of the property or transfer the same to a third party within said 10 years. Should the undersigned sell or convey all or a part of said property, it guarantees and promises unto the City of Mattoon that it shall include in the deed of conveyance a restriction on changing said façade improvement for said 10-year period. Said prohibition upon a substantial alteration of said exterior does not prohibit the undersigned from periodic and regular maintenance of the same, which maintenance shall include, but not necessarily be limited to, cleaning, painting and material replacement if warranted. The undersigned agrees to commence the façade improvements within 120 days of initial design approval from the City, and to proceed diligently to the completion of the same, but in no event to be completed in not less than 12 months from the date hereof. During said construction, the City, at any time, can issue a written notice to the undersigned that it is in violation of the agreed upon design and specifications heretofore approved by the City. The undersigned will have thirty (30) days from receipt of written notice of noncompliance with design to correct the same to the City's satisfaction or otherwise reach a mutually agreeable resolution of the same. If correction or a mutual resolution is not completed within said thirty (30) day response time, then in that event, the City may consider this grant to be in default, to cease all future payments due hereunder, and shall rescind the grant. Accordingly, the undersigned hereby agrees to assume all responsibility for any damages or claims for damages as a result of any injuries or claims for injuries for said façade improvements, and, further, agrees to indemnify and hold the City of Mattoon free

and harmless in association with any damages or claims for damages by the undersigned, or other third parties.

B. It is agreed and understood that the grant shall be for the purpose of façade improvements and structural repairs at 118 and 120 South 17<sup>th</sup> Street, Mattoon, Coles County, Illinois.

C. It is agreed and understood that there is dollar limit flexibility between the elements of construction cost as more fully set forth hereinabove. Said grant proceeds shall be based upon the actual construction cost of work, but not to exceed Fifty-One Thousand Five Hundred Ninety and No/100 Dollars (\$51,590.00) as determined by the City's authorized agent. It is understood that all repairs and improvements have been constructed as of the date of the signing of this agreement. This agreement is meant to be an assignment of the grant made to Douglas and Jeanne Vonderheide under Special Ordinance No. 2008-1290.

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

E. It is agreed and understood that improvement of said real estate shall include façade improvements and Emergency Structural Repairs to the properties located at 118 and 120 South 17<sup>th</sup> Street. Grantee warrants that the total value of the improvements at 118 and 120 South 17<sup>th</sup> Street shall not be less than Fifty-One Thousand Five Hundred Ninety and No/100 Dollars (\$51,590.00), including the grant authorized by this agreement.

2. Grantor shall disburse the grant funds to Grantee in annual partial payments. These partial payments shall begin on September 1, in the year following the completion of all the restoration/renovation work and said annual payments shall continue to be paid on each September 1<sup>st</sup> thereafter for a period of ten years. The amount of each partial payment shall be Five Thousand One Hundred Fifty-Nine Dollars (5,159.00) or 10% of the actual construction cost for the work authorized within the scope of this grant, whichever is less, as certified by the City's authorized agent. The payments shall only be made if this grant is valid and in full force at the time the payment is to be made. The first payment shall be made upon the signing of this Agreement.

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

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

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

6. This is an outright grant and is not repayable to Grantor unless Grantee fails to perform one or more of the covenants and conditions herein by it to be performed, and in that event, Grantor shall send written notice of said breach to Grantee and afford it an opportunity to correct the same within 30 days. Should Grantee fail to correct the breach within 30 days of said written

notice, then in that event, Grantor shall rescind the grant. and shall be entitled to recover from Grantee any and all grant moneys heretofore delivered to Grantee, which grant money Grantee agrees to repay unto Grantor.

7. This grant made herein is pursuant to a Special Ordinance duly adopted by the City Council of the City of Mattoon meeting in regular session on October 4, 2011.

8. Grantor reserves to itself the right to seek reimbursement for the amount expended under this grant from revenues of the Mattoon Midtown Tax Increment Financing District.

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

GRANTEE

CITY OF MATTOON, GRANTOR

\_\_\_\_\_  
Shelby County State Bank

\_\_\_\_\_  
Timothy D. Gover, Mayor

ATTEST:

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

**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).

**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 \_\_\_\_\_, 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.

**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 \_\_\_\_\_, seconded by \_\_\_\_\_,  
adopted this \_\_\_\_\_ day of October, 2011, by a roll call vote, as follows:

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

\_\_\_\_\_

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Tim 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.

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**REDEVELOPMENT AGREEMENT**

**between the**

**CITY OF MATTOON, ILLINOIS**

**and**

**LARSON FAMILY REAL ESTATE, L.L.L.P.**

**Dated as of**

**October \_\_, 2011**

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**BROADWAY EAST REDEVELOPMENT PROJECT AREA  
(222 BROADWAY AVENUE EAST PROJECT)**

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## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of October, 2011, by and between the **CITY OF MATTOON, ILLINOIS** (the “City”), a non-home rule city and political subdivision of the State of Illinois, and **LARSON FAMILY REAL ESTATE, L.L.L.P.** (the “Developer”), a limited liability partnership duly authorized and existing under the laws of the State of Minnesota. *All capitalized terms used herein shall have the meanings detailed in Article I of this Agreement.*

1. Pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended, the City Council has adopted tax increment financing for certain real property located in the City, including land upon which 222 Broadway Avenue East is situated.
2. Pursuant to the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et seq.*, as amended, the City Council has designated certain real property located in the City as a business district, including land upon 222 Broadway Avenue East is situated.
3. The City distributed a Request for Development Proposals for the redevelopment of certain property located north and east of the intersection of Charleston Avenue and Logan Street.
4. The Developer submitted a proposal to the City (the “Redevelopment Proposal”) for redevelopment of the Slumberland Project Area (as defined herein), as described in the Redevelopment Proposal.

## AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Definitions.** As used in this Agreement the following words and terms shall have the following meanings:

“**Act**” means, collectively, the Illinois Municipal Code, including the TIF Act and the Business District Act, and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.*, all as supplemented and amended.

“**Business District**” means the Broadway East Business District created by the City pursuant to the Business District Act.

“**Business District Act**” means the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et seq.*

“**Business District Plan**” means the plan entitled “Business District Plan – Broadway East Business District” approved by the City Council on December 4, 2007 pursuant to Ordinance No. 2007-5246, as such plan may from time to time be amended in accordance with the Business District Act.

**“Business District Tax Allocation Fund”** means the account to be created by the City within the Business District Tax Allocation Fund pursuant to the Business District Act, into which the Business District Tax Revenues are to be deposited.

**“Business District Tax Revenues”** means all tax revenues received by the City from the retailers’ occupation tax and service occupation tax imposed by the City within the Slumberland Project Area of the Business District, the rate of which tax shall equal one percent (1%).

**“Certificate of Eligible Project Costs”** means a document substantially in the form of **Exhibit C**, provided by the Developer to the City certifying and evidencing Eligible Project Costs.

**“Certificate of Substantial Completion”** means a document substantially in the form of **Exhibit B**, provided by the Developer to the City in accordance with this Agreement which, upon the City’s acceptance thereof, shall evidence the Developer’s satisfaction of all obligations and covenants to construct the Slumberland Project.

**“City”** means the City of Mattoon, Illinois.

**“City Administrator”** means the City Administrator of the City of Mattoon, Illinois, or his/her designee.

**“City Council”** means the City Council of the City of Mattoon, Illinois.

**“Commencement Date”** means the first day on which Slumberland is open for business to the public and retail sales activities are commenced.

**“Construction Plans”** means plans, drawings, specifications, and related documents, and construction schedules for the construction of the Slumberland Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

**“Developer”** means **Larson Family Real Estate, L.L.P.** an Minnesota limited Liability partnership duly authorized and existing under the laws of the State of Minnesota, and its successors and assigns.

**“Eligible Project Costs”** means all reasonable or necessary costs actually incurred in purchasing, remodeling and furnishing the Slumberland Project. Such costs include, but are not limited to, the following: (a) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural engineering, legal, marketing, financial, planning or special services; (c) costs of acquiring real property; (d) costs of demolition of buildings and the clearing and grading of land; (e) costs of relocation, rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (f) costs of construction of public works or improvements; (g) Issuance Costs; (h) all or a portion of a taxing district’s capital costs resulting from the Slumberland Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, the Business District Plan and the Slumberland Project, to the extent the City by written agreement accepts and approves such costs; (i) payments in lieu of taxes; and (j) all other costs authorized for reimbursement pursuant to the Redevelopment Plan, the Business District Plan and the Act.

“**Prime Rate**” means the prime rate reported in the “Money Rates” column or any successor column of The Wall Street Journal, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then “Prime Rate” shall mean the “prime rate” or “base rate” announced by Bank of America, N.A., or any successor thereto.

“**Redevelopment Plan**” means the plan entitled “Tax Increment Financing Redevelopment Plan and Project – Broadway East Redevelopment Project Area” approved by the City Council on December 4, 2007 pursuant to Ordinance No. 2007-5243, as such plan may from time to time be amended in accordance with the TIF Act.

“**Redevelopment Project Area**” means the portion of the City designated as the Broadway East Redevelopment Project Area, as described in the Redevelopment Plan.

“**Redevelopment Proposal**” means the proposal of the Developer submitted to the City on May 20, 2011, describing the Slumberland Project.

“**Slumberland Project**” means the improvements to the portion of the property located at 222 Broadway Avenue East to be used for a Slumberland franchise as described in the Redevelopment Proposal.

“**Termination Date**” means the first day of the fourth month after the fifteenth anniversary of the Commencement Date.

“**Zoning Approvals**” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, or other subdivision, zoning, or similar approvals required for the implementation of the Slumberland Project and consistent with the Redevelopment Plan, the Business District Plan and the Redevelopment Proposal.

## ARTICLE II

### ACCEPTANCE OF PROPOSAL

**Section 2.01. Acceptance of Proposal.** The City hereby accepts the Redevelopment Proposal and selects the Developer to perform the Slumberland Project in accordance with this Agreement.

**Section 2.02. Estimated Cost.** The Developer’s good faith estimate of the aggregate cost of completing the Slumberland Project is \$1,751,295.

**Section 2.03. Payment of Slumberland Project.** The Developer will pay an amount estimated to be \$1,151,295 of costs of the Slumberland Project.

## ARTICLE III

### PERFORMANCE OF THE WORK

**Section 3.01. Ownership of Property.** The Developer represents that it currently has a contract to purchase all property within the Slumberland Project Area and is responsible for paying all property taxes levied on the Slumberland Project Area.

**Section 3.02. Performance.** The Developer shall commence construction of the Slumberland Project within 180 days after the signing of this Agreement, and shall substantially complete the Slumberland Project within 12 months of the signing of this Agreement. The Developer agrees to construct the Slumberland Project, or cause the Slumberland Project to be constructed, in a good and workmanlike manner with quality materials, free of defect, in accordance with the Construction Plans.

**Section 3.03. Compliance with State and Local Laws.** The Developer's performance pursuant to this Agreement shall be in compliance with applicable state and local laws. The Construction Plans, construction practices and procedures with respect to the Slumberland Project, and construction contracts shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for any public works projects. All contracts and subcontracts under this Agreement relating to the completion of the Slumberland Project shall comply with the Prevailing Wage Act, 802 ILCS 130/0.01 *et seq.*

**Section 3.04. Construction Contracts.** The Developer may enter into one or more construction contracts to complete the Slumberland Project, so long as the contracts preclude recourse by any such contractor against the City. Each contractor shall furnish to the City evidence of financial responsibility reasonably acceptable to the City.

**Section 3.05. Insurance.**

(a) The Developer will cause there to be insurance as provided herein at all times during the term of this agreement, from time to time at the request of the City, furnish the City with proof of payment of premiums on: (1) comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above required limit, an umbrella excess liability policy may be used); (2) property insurance insuring the building located at 222 Broadway Avenue East in an amount equal to the actual replacement cost of the building located at 222 Broadway Avenue East exclusive of land, excavations, footings, foundations and parking lots; (3) workers' compensation insurance, with statutory coverage; and (4) any bonds required by applicable law.

(b) The policies of insurance required above shall be placed with insurers licensed to transact business in the State of Illinois, and shall name the City as an additional insured. The policies of insurance delivered pursuant to clauses (1) (2) and (4) above shall contain an agreement of the insurer to give not less than 10 days advance written notice to the City in the event of proposed cancellation of such policy or change affecting the coverage thereunder. The Developer shall provide certificates of insurance to the City evidencing such coverage within 30 days after the execution of this Agreement and at least 30 days before the scheduled expiration of any such coverage.

(c) If the Developer fails to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and the Developer agrees to reimburse the City to the extent of the amounts so advanced, with interest thereon at the Prime Rate plus 2.0%.

(d) The Developer agrees that if any portion of the building located at 222 Broadway Avenue East is damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the Developer will apply all insurance proceeds or other proceeds, or require each insurance company to apply all insurance proceeds, to promptly restore, replace or rebuild the same (or shall promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in

immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld. The Developer agrees that it will include in any future loan documents relating to the building located at 222 Broadway Avenue East a requirement that, in the event insurance covering fire or other casualty results in payment of insurance proceeds to a lender, the lender shall be obligated to restore the building located at 222 Broadway Avenue East in accordance with this Section. The Developer shall give prompt written notice to the City of any damages or destruction to any of the building located at 222 Broadway Avenue East by fire or other casualty, irrespective of the amount of such damage or destruction.

**Section 3.06. Plans and Specifications.** Notwithstanding anything in this Agreement to the contrary, the Developer must obtain all City approvals required under the City's general ordinances for construction of the Slumberland Project. Furthermore, all plans and specifications of the Slumberland Project are subject to the approval of the City. The City hereby agrees to waive any and all building permit fees associated with this project.

**Section 3.07. Construction Plans.**

(a) The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Illinois. The Construction Plans and all construction practices and procedures with respect to the Slumberland Project shall conform with all applicable state and local laws, ordinances and regulations, including but not limited to any performance, labor and material payment bonds required for public improvements. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in substantial conformance with this Agreement.

(b) Before commencing construction of the Slumberland Project, the Developer may make such reasonable changes, including without limitation expansion or deletion of items, revisions to the areas and scope of the Slumberland Project, and any and all such other changes as site conditions or orderly development may dictate, if the Developer obtains all necessary approvals and complies with all laws, regulations and ordinances of the City.

**Section 3.08. Certificate of Substantial Completion.** Promptly after completion of the Slumberland Project in accordance with the provisions of this Agreement, the Developer shall furnish to the City a Certificate of Substantial Completion in the form of **Exhibit B** attached hereto. The City shall carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. Upon the City's acceptance of the Certificate of Substantial Completion, the Developer may record the Certificate of Substantial Completion with the Coles County Recorder, and the same shall constitute evidence of the satisfaction of Developer's agreements and covenants to construct the Slumberland Project.

**ARTICLE IV**

**INCENTIVE TO DEVELOPER**

**Section 4.01. Payment of Eligible Project Costs.**

(a) Subject to the terms of the Special Ordinance and this Agreement, the City agrees to reimburse Developer for its eligible costs through a rebate of the monthly Business District Tax Revenues generated by the new Slumberland location (the site of the former CVS Pharmacy). The City shall pay the rebate from the Commencement Date until the Termination

Date.

(b) On a monthly basis, after the City has received the Business District Tax Revenues from the State of Illinois for the applicable month and upon presentment of a copy of the Sales Tax return for the applicable month, the City shall rebate to Developer one hundred percent (100%) of the Business District Tax Revenues actually paid by Slumberland.

(c) The City's obligation is limited to the rebate of the Business District Tax Revenues under the terms contained in this Article.

(d) The reimbursement shall only specifically cover the new Slumberland location (the former CVS location which is, at the time of the signing of this agreement, vacant) and shall not cover any other portion of the property located at 222 Broadway Avenue East, Mattoon, Illinois.

(e) The Developer may submit to the City, not more frequently than once per calendar month, a Certificate of Eligible Project Costs in substantially the form attached as **Exhibit C** hereto. Each Certificate of Eligible Project Costs shall be accompanied by itemized invoices, receipts or other information that will demonstrate that such cost has been incurred and qualifies for reimbursement pursuant to this Agreement. In addition, each Certificate of Eligible Project Costs will be signed by a project architect that sufficient funds are available to complete the Slumberland Project

(f) The City shall notify the Developer in writing within 30 days after each submission of its approval or disapproval of the costs identified in each Certificate of Eligible Project Costs. If the City determines that any cost identified as an Eligible Project Cost is not an Eligible Project Cost under this Agreement, the City shall identify the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other costs as Eligible Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 30 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment.

(g) The Developer shall provide such information as the City may request for the City to confirm that any cost qualifies under this Agreement and has been incurred or paid by the Developer.

(h) Nothing in this Agreement shall obligate the City to pay any cost that does not qualify as an eligible cost under the Business District Act.

## ARTICLE V

### TERMINATION

**Section 5.01. Developer's Right of Termination.** At any time before the beginning of construction on the Slumberland Project, the Developer may, by giving written notice to the City, terminate this Agreement and the Developer's obligations hereunder.

**Section 5.02. City's Right of Termination.** In addition to any other rights and remedies in this Agreement, the City may terminate this Agreement at any time if the Developer defaults in or breaches any provision of this Agreement and fails to cure such default or breach following notice and opportunity to cure as provided for in **Section 7.01** hereof.

**Section 5.03. Rights Following Termination.** Upon termination of this Agreement, (a) the City shall have no obligation to pay any costs of the Slumberland Project, and (b) neither the City nor the Developer shall have any further rights or responsibilities to the other hereunder (except to the extent any of the specific provisions hereof by their express terms survive termination of this Agreement or by their nature require or contemplate completion after termination). The provisions of this section shall survive termination of this Agreement.

## ARTICLE VI

### ASSIGNMENT

#### **Section 6.01. Transfer of Property.**

(a) Prior to the City's acceptance of the Certificate of Substantial Completion, the Developer may not sell, transfer or otherwise dispose of its leasehold interest of property within the Slumberland Project Area without the City's prior written approval, in the City's sole discretion. Notwithstanding the foregoing, no prior consent shall be required for the Developer to transfer its interest in all of such property to (a) an affiliate, at least 51% of the interest of which affiliate is owned by the Developer; provided that such property transfer shall not affect the Developer's obligations hereunder to complete the Slumberland Project, or (b) any entity that assumes all obligations of the Developer under this Agreement. The Developer agrees to provide written notice to the City of any assignment or transfer under this section within 30 days thereof. After the City's acceptance of the Certificate of Substantial Completion, fee title to any property within the Slumberland Project Area may be disposed of without notice to or the consent of the City.

(b) Notwithstanding anything in (a) to the contrary, any sale, transfer or other disposition of all or any portion of the property within the Slumberland Project Area or any interest therein to an organization exempt from payment of ad valorem property taxes shall not occur without the prior approval of the City.

**Section 6.02. Assignment of Duties.** Prior to the City's acceptance of the Certificate of Substantial Completion, the rights, duties and obligations of the Developer under this Agreement may not be assigned nor shall there be any transfer, direct or indirect, of any legal, equitable, or beneficial interest in any stock or ownership interest in Developer (or of any ownership interest in any entity (or its constituents) holding an interest directly or indirectly in Developer) of greater than forty-nine percent (49%), in each case without the City's prior written approval, in the City's sole discretion. Any such consent when obtained shall not operate to relieve the assignor of its obligations arising from this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required for the Developer to transfer its interest in this Agreement to an affiliate, at least 50% of the interest of which affiliate is owned by the Developer; provided that such transfer shall not affect the obligations of Developer hereunder to complete the Slumberland Project or otherwise. The Developer agrees to provide written notice of any assignment or transfer under this Section within 30 days thereof. All assignees of the Developer's rights under this Agreement shall expressly assume and be fully bound by the obligations of the Developer hereunder.

## ARTICLE VII

### REMEDIES

**Section 7.01. Default and Remedies.** In the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or to remedy such default or breach. If such cure or remedy is not taken or is not diligently pursued, or if the default or breach is not cured or remedied within 30 days (or such longer period as shall be reasonably required to cure such default, provided that (1) the breaching party has commenced such cure within said 30-day period, and (2) the breaching party diligently prosecutes such cure to completion), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to proceedings to compel specific performance by the defaulting or breaching party. Notwithstanding the foregoing, the Developer hereby acknowledges that its sole and exclusive remedy against the City relative to any default or breach by the City hereunder shall be the remedy of specific performance and in no event shall the City be liable to the Developer for money damages. If either party files suit to enforce this Agreement against the other party, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

## ARTICLE VIII

### FORCE MAJEURE

#### **Section 8.01. Extension of Time for Performance.**

(a) Notwithstanding anything to the contrary contained herein, all performance dates and periods shall be extended in the event of any "Force Majeure Delay" (hereinafter defined). "Force Majeure Delay" shall mean any delay beyond the control of the party seeking the extension and caused by strikes, lockouts, labor disputes, riots, fires or other casualties, storm damage, floods, acts of God, war or acts of a public enemy, weather conditions, and litigation or other formal legal proceeding challenging the validity of the this Agreement, the Redevelopment Plan, the Business District Plan, the Business District, the Redevelopment Project Area or the Developer's authority to undertake the Slumberland Project. Upon the occurrence of any claimed Force Majeure Delay, the party seeking the extension shall give notice to the other of the occurrence of the event or condition that constitutes Force Majeure hereunder, which notice shall identify the event causing delay, the performance obligations which would likely be affected thereby, and the estimated period of time over which the delay may run. No extension of time shall be provided, regardless of the evidence of any such event or condition, if notice as aforesaid is not given within 30 days following the later of either (1) the occurrence of the event causing the Force Majeure Delay or (2) the date upon which the party claiming the Force Majeure Delay had actual knowledge of the Force Majeure Delay.

(b) No event under (a) shall be deemed to exist as to any matter (1) that could have been avoided by the exercise of due care on the Developer's part, or (2) initiated or unreasonably sustained by the Developer.

## ARTICLE IX

### COVENANTS AND REPRESENTATIONS

#### **Section 9.01. Indemnification and Release.**

(a) The Developer agrees that, anything to the contrary herein notwithstanding, it will (at the Developer's sole cost) defend and hold the City, its employees, agents, and independent contractors and consultants ("City Representatives") harmless against any and all claims, loss, damages, injury and liability, including attorney's fees and court costs, however caused (except if due to the gross negligence or willful misconduct of the City or the City Representatives, or the failure of the City to comply with its legal or administrative procedures), resulting from, arising out of, or in any way connected with the approval or adoption of the Redevelopment Plan, the Business District Plan, the Business District, the Redevelopment Project Area or this Agreement, including without limitation any legal action brought challenging all or any of the foregoing, or the exercise by the Developer of any authority granted by this Agreement, the construction of the Slumberland Project, the negligence or willful misconduct of the Developer, its employees, agents or independent contractors or consultants, or the condition of property within the Slumberland Project Area.

(b) The City and the Developer agree that Developer shall assume the defense on behalf of Developer and/or the City and City Representatives, and defend vigorously thereafter any litigation challenging the legality of the Redevelopment Plan, the Business District Plan, the Business District, the Redevelopment Project Area, the Slumberland Project, or any ordinances connected therewith, in a timely manner with the goal of upholding all the aforementioned and this Agreement, and any related ordinances and agreements and in order to fulfill the goals of the Redevelopment Plan and the Business District Plan, provided that Developer shall only be required to assume such defense to the extent that such challenge would affect the validity of the Slumberland Project. The City may intervene in any such litigation but shall cooperate with the attorneys specified by Developer to defend the respective parties. Developer, on behalf of itself and its affiliates and principals, hereby releases the City and City Representatives of any and all liability of any kind or nature in any right, cause of action or claim of any kind or nature, which may now or hereafter exist with respect to any of City's acts or omissions in connection with considering any and all proposals for development respecting all or any part of the Redevelopment Project Area. The indemnifications contained in this Agreement shall survive termination or expiration of this Agreement. Furthermore, neither the City nor the City's Representatives shall be liable to Developer if all or any part of the Act or the above-referenced ordinances is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction.

**Section 9.02. Notice of Challenge to Assessed Valuation.** During the term of this Agreement, the Developer shall provide (or cause to be provided) written notice to the City prior to taking any action contesting the assessed valuation of any property within the Slumberland Project Area. The parties agree that, if such notice is not provided prior to any such action, any action contesting the assessed valuation shall be null and void. The obligations under this section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

**Section 9.03. Maintenance of the Redevelopment Project Area.**

(a) The Developer shall maintain the portions of the Redevelopment Project Area owned by it in compliance with all provisions of the City's municipal code relating to maintenance and appearance during the construction of the Slumberland Project or any portion thereof.

(b) Upon substantial completion of the Slumberland Project and during the term of this agreement, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Redevelopment Project Area, shall maintain or cause to be maintained the buildings and improvements within the Redevelopment Project Area which it owns in a good state of repair and condition and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned parcels of real estate within the affected portion(s) of the Redevelopment Project Area during the term of this Agreement, each owner as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and condition and in conformity with applicable state and local laws, ordinances and regulations, and shall maintain or cause to be maintained reasonable property and liability insurance with respect to the same in accordance with this Agreement.

**Section 9.04. Representations of the City.** The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) *Due Authority.* The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms except as enforcement may be limited by general principles of equity whether applied by a court of law or equity, including, without limitation: (i) principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies; (ii) principles affording traditional equitable defenses (such as waiver, laches or estoppel) as applied to a party seeking enforcement; or (iii) the requirement of good faith and fair dealing and the application of reasonable commercial standards of conduct in performance and enforcement of agreements on the part of the party seeking enforcement.

(b) *No Defaults or Violation of Law.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) *No Litigation.* To the best of the City's knowledge, no litigation, proceedings or investigations are pending or threatened against the City (i) with respect to the Slumberland Project or this Agreement, or (ii) seeking to restrain, enjoin or in any way limit the execution and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) *Governmental or Corporate Consents.* No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or

corporate entity in connection with the execution, delivery or performance by the City of this Agreement.

(e) *No Default.* No default or event of default in any material effect has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

**Section 9.05. Representations of the Developer.** The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *Due Authority.* The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms except as enforcement may be limited by general principles of equity whether applied by a court of law or equity, including, without limitation: (i) principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies; (ii) principles affording traditional equitable defenses (such as waiver, laches or estoppel) as applied to a party seeking enforcement; or (iii) the requirement of good faith and fair dealing and the application of reasonable commercial standards of conduct in performance and enforcement of agreements on the part of the party seeking enforcement.

(b) *No Defaults or Violation of Law.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) *No Litigation.* No litigation, proceedings or investigations relating to the Slumberland Project are pending or, to the knowledge of the Developer, threatened against the Developer. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the execution and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) *Governmental or Corporate Consents.* No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, except for consents that must be secured subsequent to the execution of this Agreement.

(e) *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, the Lease, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

(f) *Compliance with Laws.* The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(g) *Accuracy of Project Data.* The Developer represents that, as of the date hereof, the information in the Redevelopment Proposal is, to the best of the Developer's knowledge, true and accurate in all material respects, and does not omit any information which is necessary to be included in order to make the Redevelopment Proposal not misleading in any material respect as of the date hereof, except the Developer has updated the estimated costs of the Slumberland Project as shown on **Exhibit D**.

**Section 9.06. Cooperation in Determining Pledged Revenues.** The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the Pledged Revenues to be paid into the funds and accounts as provided in the applicable Indenture, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

(a) To further assist the City in calculating Business District Tax Revenues, the Developer (or its successor(s) in interest as owner or owner(s) of the Slumberland Project Area) shall use all reasonable efforts to:

(i) Cause businesses operating on the Slumberland Project Area and required by law to file a Sales Tax Report, to file a separate Sales Tax Report for each separate business operation within the City in order to separately identify and declare all Business District Tax Revenues originating within the Slumberland Project Area.

(ii) Cause any business operating in the Slumberland Project Area and required by law to file a Sales Tax Report, to designate sales subject to the Sales Tax Acts to be reported as originating from within the Slumberland Project Area to the fullest extent permitted by law (including, but not limited to, the inclusion of a clause so providing in any subleases of the Slumberland Project Area).

(iii) Cause any retail business operating in the Slumberland Project Area and required by law to file a Sales Tax Report, at the time of each filing of an Illinois Department of Revenue form ST-1 or any successor reporting form with the Illinois Department of Revenue, to provide a copy of such form to be filed with the City.

(iv) Cause any retail business operating in the Slumberland Project Area and required by law to file a Sales Tax Report, to supply or cause to be supplied the appropriate authorizations to the Illinois Department of Revenue in substantially the form attached hereto as **Exhibit E** to provide such information directly to the City.

(v) include and incorporate into any agreement of conveyance or lease for any portion of the Subject Property the obligation of any purchaser or lessee thereunder: (i) to complete, execute and deliver to the Illinois Department of Revenue the form, which is entitled "Authorization To Release Sales Tax Information" and attached hereto as **Exhibit E** ("Release Form"), for the period beginning January 1, 2012 and ending on December 31, 2026; (ii) if the Release Form is delivered to the Department but the Department does not provide to the City on a monthly basis the amount of Sales Taxes collected by the Department, to furnish to the City concurrent with the filing of any and

all sales reports with the Department, copies of its sales tax returns, sales tax reports, amendments, proof of payment, or any other sales tax information filed with the Department regarding the conveyed or leased premises; and (iii) if required by the Department, to furnish to the Department a letter signed by an officer of such purchaser or lessee authorizing the Department to release to the City for each calendar month, all information relating to Sales Taxes generated on the conveyed or leased premises

(b) The Developer and the City agree to cooperate and to take all additional reasonable actions necessary to ensure accurate calculation and deposits of all Sales Tax Revenues. The City shall arrange with the Illinois Department of Revenue for the systematic receipt of sales tax information for the Slumberland Project Area. The City acknowledges and agrees that information to be provided by the owners and lessees hereunder is proprietary and valuable information and that any disclosure or unauthorized use thereof will cause irreparable harm to the owners and lessees, and to the extent permitted by state or federal law including but not limited to Section 7(1)(g) of the Illinois Freedom of Information Act, the City agrees to hold in confidence all sales figures and other information provided by the State of Illinois, or any owner or lessee of a portion of the Slumberland Project Area, or obtained from any such owner's or lessee's records in connection with this Agreement, and in connection therewith, the City shall not copy any such information except as necessary for dissemination to the City's agents or employees as permitted hereinafter. The City shall be permitted to disclose such information (i) to its agents or employees who are reasonably deemed by the City to have a need to know such information for purposes of this Agreement; provided, that such agents and employees shall hold in confidence such information to the extent required of the City hereunder or (ii) to the extent required by order of court or by state or federal law. The confidentiality requirements of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the City, its successors, assigns and legal representatives for a period of five (5) years from the termination, expiration or cancellation of this Agreement. The City shall promptly notify Developer and any affected owner or lessee as to a Freedom of Information Act request and the commencement of any legal action in regard thereto such that Developer and/or any such owner or lessee shall have a meaningful opportunity to object to the release of any such confidential information and to take such action as such owner or lessee deems necessary in order to protect against the release of such confidential information.

**Section 9.07. Definitions.** For the purposes of **Section 9.06** the following terms shall have the following meanings:

(a) "Sales Tax Revenues" shall mean the revenues from any and all retailers occupation taxes, retailers service occupation taxes, retailers use tax, retailers service use tax, lease taxes or taxes paid on rents (other than income taxes), the non-home rule municipal service occupation tax or any other "sales tax" that currently exists or any successor tax, fee or assessment in substitution thereof that may be enacted by the State of Illinois, the City, or any governmental agency or body created under the laws of the State of Illinois and located within the State of Illinois.

(b) "Sales" shall mean all taxable transactions pursuant to the Sales Tax Acts, including sales of qualifying food, drugs, medical appliances, items required to be titled or registered and all other general merchandise from the Slumberland Project Area as required to be reported in the Sales Tax Reports.

(c) "Sales Tax Acts" shall mean the Service Occupation Tax Act (35 ILCS 115/), the Retailers' Occupation Tax Act (35 ILCS 120/), the Home Rule Municipal Retailers' Occupation

Tax Act (65 ILCS 5/8-11-1), the Non-Home Rule Municipal Retailers' Occupation Tax Act (65 ILCS 5/8-11-1.3), the Non-Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-1.4), the Home Rule Municipal Service Occupation Tax Act and any new or successor statutes or enabling authority authorizing the imposition of taxes on Sales or transactions similar to those subject taxation pursuant to the acts set forth in this sentence.

(d) "Sales Tax Report" shall mean any of forms ST-1, ST-2 and ST-556 and any reports of taxable Sales required to be filed pursuant to the Sales Tax Acts, including any successor or comparable forms promulgated by the Illinois Department of Revenue.

**Section 9.08. Obligation to Report Pledged Revenues.** Any purchaser or transferee of real property located within the Slumberland Project Area, and any lessee or other user of real property located within the Slumberland Project Area, shall use all reasonable efforts to timely furnish to the City such documentation as is required by **Section 9.06** hereof. So long as any Obligation is Outstanding, such obligation shall be a covenant running with the land, shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement and shall survive termination of this Agreement.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 10.01. Term.** This Agreement commences on the Commencement Date and terminates upon the Termination Date, unless terminated earlier under the provisions of this Article.

**Section 10.02. Inspection.** The City may conduct such periodic inspections of the Slumberland Project as may be generally provided in the City's municipal code. In addition, the Developer shall upon reasonable advance notice allow authorized representatives of the City access to the Slumberland Project site from time to time for reasonable inspection of the Slumberland Project.

**Section 10.03. Notices.** Any notice, demand or other communication required by this Agreement to be given by one party to another party shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(a) In the case of the Developer, to:

Larson Family Real Estate, L.L.L.P.  
3060 Centerville Road  
Little Canada, MN 55117  
With a copy to:

(b) In the case of the City, to:

City of Mattoon  
208 North 19th Street  
Mattoon, Illinois 61938  
Attention: City Administrator

With copies to:

J. Preston Owen, C.P.A., J.D.  
208 North 19th Street  
Mattoon, Illinois 61938

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

**Section 10.04. Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

**Section 10.05. Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

**Section 10.06. Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

**Section 10.07. Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or either of them would not have entered the Agreement without such term or provision, or would not have intended the remainder of the Agreement to be enforced without such term or provision.

**Section 10.08. Representatives Not Personally Liable.** No official agent, employee, representative or consultant of the City or the Developer shall be personally liable to the other in the event of any default or breach by any party under this Agreement or for any amount which may become due to any party or on any obligation under the terms of this Agreement.

**Section 10.09. Mutual Assistance.** The parties agree to take such reasonable actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and temporary easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision absent this Agreement.

[Remainder of Page Intentionally Left Blank.]

**IN WITNESS WHEREOF**, the City and Developer have caused this Agreement to be executed in their respective names and attested as to the date first above written.

(SEAL)

**CITY OF MATTOON, ILLINOIS**

By: \_\_\_\_\_  
Name: Timothy D. Gover  
Title: Mayor

ATTEST:

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

**LARSON FAMILY REAL ESTATE, L.L.L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COLES        )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared, **TIMOTHY D. GOVER**, who being, by me duly sworn did say that he is the Mayor of the **CITY OF MATTOON, ILLINOIS**, a municipal corporation of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council; and acknowledged said instrument to be the free act and deed of said City.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public - State of Illinois

My commission expires:  
  
\_\_\_\_\_

STATE OF \_\_\_\_\_        )  
  ) SS.  
COUNTY OF \_\_\_\_\_        )

On this \_\_\_\_ of \_\_\_\_\_, 2011, before me appeared \_\_\_\_\_, to me personally known, who being, by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that said instrument was signed on behalf of said corporation by authority of its board of directors and acknowledged said instrument to be the free act and deed of said corporation.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My commission expires:  
  
\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SLUMBERLAND PROJECT AREA**

**LOT ONE (1), BLOCK ONE (1) BROADWAY SHOPPING CENTER**

**ALSO KNOWN AS 222 BROADWAY EAST; MATTOON, ILLINOIS**

**EXHIBIT B**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

The undersigned, \_\_\_\_\_, an Illinois limited partnership (“*Developer*”), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, between the City of Mattoon, Illinois (the “*City*”), and the Developer (the “*Agreement*”), hereby certifies to the City as follows:

1. As of \_\_\_\_\_, \_\_\_\_\_, the construction of the Slumberland Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The Slumberland Project has been substantially completed pursuant to the Agreement.
3. The Slumberland Project has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).
4. Lien waivers for applicable portions of the Slumberland Project in excess of Five Thousand Dollars (\$5,000) have been obtained.
5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence Developer’s satisfaction of all material obligations and covenants with respect to the Slumberland Project.
6. The acceptance (below) or the failure of the City to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer’s agreements and covenants to construct the Slumberland Project.

Upon such acceptance by the City, the Developer may record this Certificate in the office of the Coles County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_



**EXHIBIT C**

**CERTIFICATE OF ELIGIBLE PROJECT COSTS**

TO: City of Mattoon  
208 North 19th Street  
Mattoon, Illinois 61938  
Attention: City Administrator

RE: City of Mattoon, Illinois, Slumberland Project Area

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of \_\_\_\_\_, 2011 (the "Agreement") between the City and \_\_\_\_\_ In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on **Schedule 1** hereto is an Eligible Project Cost under the Agreement.
2. Each item listed on **Schedule 1** was incurred in connection with the construction of the Slumberland Project.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund – Slumberland Account, the Business District Tax Allocation Fund – Slumberland Account or any money derived from any project fund established pursuant to any indenture issuing Obligations, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Slumberland Project for which this certificate relates have been issued and are in full force and effect.
6. All work relating to the Slumberland Project for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be paid or reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act or an eligible cost under the Business District Act and the Agreement, the Developer may substitute other Eligible Project Costs for payment hereunder.
8. The Developer has paid for not less than \$500,000 of costs of the Slumberland Project.
9. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

The amount remaining on deposit in the Project Fund relating to Obligations issued by the City to pay costs of the Slumberland Project will, after payment of the amounts requested, be sufficient to pay the cost of completing the Slumberland Project in accordance with an estimate of cost of work not yet completed, it being understood that no moneys in the Project Fund may be disbursed to pay costs of the Slumberland Project unless after such expenditure the remaining moneys remaining in the Project Fund, together with any other funds available and committed by American Realty, Inc, are sufficient to pay such remaining costs of the Slumberland Project.

\_\_\_\_\_  
(Architect)

Approved for payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

**CITY OF MATTOON, ILLINOIS**

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

Title: \_\_\_\_\_

**EXHIBIT D**

**ESTIMATED COSTS OF THE SLUMBERLAND PROJECT**



407 N. Neisse St.  
 BLUE GRASS, IA 52726  
 PHONE: (563) 381-1361 FAX: (563) 381-2396

To: Larson Family Real Estate LLLP  
 3060 Centerville Road  
 Little Canada, Minnesota 55117

Michael Larson  
 Office: 651-787-7266  
 Cell: 651-276-9699

**Job Description**

**Date**

Slumberland Mattoon, IL -  
 Budget Numbers ONLY

3/22/2011

	Itemized List	Material Costs	Labor Costs	Total
1.	Deliver equipment & material	500.00	3,500.00	4,000.00
2.	Demo a. Floor \$5,000.00 b. Walls = \$18,500.00	2,500.00	21,000.00	23,500.00
3.	Carpentry	17,370.00	0.00	17,370.00
4.	Drywall	28,645.00	0.00	28,645.00
5.	Dryvit a. Price reflects both facades	19,400.00	0.00	19,400.00
6.	Brick/Block/Tile	19,400.00	0.00	19,400.00
7.	Concrete (4000 sq. ft allowance)	18,000.00	0.00	18,000.00
8.	HVAC, roof curbs & roofing items	95,739.00	0.00	95,739.00
9.	Plumbing/gas pipe	40,000.00	0.00	40,000.00
10.	Electrical	78,000.00	0.00	78,000.00

11.	Exterior Painting a. Clean, prime and paint all existing block	4,000.00	19,000.00	23,000.00
12.	Interior Painting a. Walls = \$15,000.00 b. Ceiling and grid = \$7,500.00	5,000.00	17,500.00	22,500.00
13.	Ceiling a. New tiles add \$16,650.00	11,055.00	0.00	11,055.00
14.	Floor covering	95,000.00	0.00	95,000.00
15.	Trim and cabinets	14,500.00	7,200.00	21,700.00
16	Staining and finishing of trim	170.00	3,000.00	3,170.00
16.	Store Front	21,000.00	0.00	21,000.00
17.	(6) Hollow metal doors and frames, (2) overhead doors, (1) double door and frame, hardware, (1) set of dock seals	11,100.00	4,500.00	15,600.00
18.	Sprinkler	12,000.00	0.00	12,000.00
19.	Equipment, fuel, per diem, etc.	17,500.00	1,800.00	19,300.00
20.	Clean up & misc. items	4,500.00	4,500.00	9,000.00
21.	Permit and Drawings	2,000.00	500.00	2,500.00
		<b>517,379.00</b>	<b>82,500.00</b>	<b>599,879.00</b>
	<b>OVERHEAD &amp; PROFIT</b>		<b>X10%</b>	<b>59,987.90</b>
				<b>\$659,866.90</b>

\* The above pricing reflects a budget numbers only

\* Data and security system by owner

**EXHIBIT E**

**SALES TAX REPORTING RELEASE FOR THE STATE OF ILLINOIS**

To: \_\_\_\_\_, Manager  
Local Tax Allocation Division  
Illinois Department of Revenue  
101 West Jefferson Street 3-500  
Springfield, IL 62702  
217-785-6518  
217-524-0526 (fax)

**AUTHORIZATION TO RELEASE SALES TAX INFORMATION**

The undersigned is an owner/authorized officer of \_\_\_\_\_ (“Taxpayer”) which is doing business in the retail Business Location known as the Broadway East Business District (the “Business Location”) located at [**Project Location**] Mattoon, Illinois (the “City”).

In order to induce the development of the Business Location, the City is utilizing certain sales tax revenues to provide a partial reimbursement of project costs to the developer of the Business Location.

Pursuant to Section 11 of the Retailers’ Occupation Tax Act, the undersigned Taxpayer hereby authorizes the Illinois Department of Revenue to disclose to the City at \_\_\_\_\_ and to the [**Trustee**] at \_\_\_\_\_ the amount of 1% business district sales tax payments made by the Taxpayer beginning with sales made in the month of \_\_\_\_\_, and continuing until the Illinois Department of Revenue is notified to discontinue reporting.

Taxpayer: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IBT#: \_\_\_\_\_

Phone: \_\_\_\_\_

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

City Address: \_\_\_\_\_

**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 \_\_\_\_\_, 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.

\_\_\_\_\_  
Tim 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.

## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT made and entered into this 4<sup>th</sup> day of October 2011, by and between the CITY OF MATTOON, COLES COUNTY, ILLINOIS (hereinafter the “City”) and, the MATTOON FIRE FIGHTERS ASSOCIATION, LOCAL 691, IAFF, AFL-CIO, (hereinafter the “Union”).

“Parties” refers to the “City” and the “Union”

“Department” refers to the City of Mattoon Fire Department.

“City” or “Employer” means the City of Mattoon, Coles County, Illinois, a municipal corporation.

“Union” means Mattoon Fire Fighters Association, Local 691, IAFF, AFL-CIO.

“ILRA” means the Illinois Labor Relations Act 5 ILCS 315/1 et seq.

### **ARTICLE 1 RECOGNITION**

The Union is hereby recognized by the City as the exclusive bargaining unit for all members of the department subject to the jurisdiction of the Board of Fire and Police Commissioners of the City, except for the persons occupying the positions of the “Fire Chief” and “Assistant Chief”.

### **ARTICLE 2 UNION SECURITY**

#### **Section 1 Union Business**

Employees elected or appointed to represent the Union may be granted time to perform their Union functions, including but not limited to, attendance at regular and special meetings, and activities related to grievance procedures without the loss of pay, only to the extent that it does not interfere with the operations of the Employer. Members of the Union Negotiating Team shall be allowed time off for all meetings concerned with contractual bargaining. The Negotiating Team and the City shall mutually agree upon these meetings, provided that no off duty member of the Negotiating Team shall receive call back or pay for attendance.

#### **Section 2 Dues Checkoff**

The City agrees to deduct union dues and assessments from the pay of those employees who individually request in writing that such deductions are made in an amount certified to be current by the Secretary-Treasurer of the local Union. The City shall remit the total amount of deduction each month to the Treasurer of the local Union.

**Section 3 Fair Share Service Fee**

The Employer agrees that all employees in the collective bargaining unit are required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this section shall preclude an employee from making voluntary political contributions in conjunction with his or her fair share payment.

**Section 4 Right of Nonassociation**

The foregoing Fair Share Agreement safeguards the right of nonassociation of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members. Such employees may be required to pay an amount equal to their fair share to a nonreligious charitable organization mutually agreed upon by the employees affected and the Union to which such employees would otherwise pay such service fee. If the affected employees and the Union are unable to reach an agreement on the matter, the Union shall petition the Illinois State Labor Relations Board to establish a list of charitable organizations to which such payments will be made.

**Section 5 Administration of Payroll Deductions**

New employees shall be required to pay the Fair Share Service Fee after they have completed thirty (30) calendar days of service with the Employer. Such Fair Share Fee shall be deducted from the employee's paycheck on the same basis that regular Union dues are deducted. The aggregate deductions of all employees and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the addresses designated in the writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date. The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this section in the administration of payroll deductions for the Fair Share Service Fee.

**Section 6 Printing and Supplying Agreement**

This Agreement and any further Agreement shall be supplied to each employee of the Department in electronic form within ten (10) days of the Agreement.

**ARTICLE 3  
MANAGEMENT RIGHTS**

Subject to the provision of this Agreement the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory

functions and the direction of its work force, including, but not limited to, the right to hire, promote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty as outlined in accordance with this Agreement, to make and enforce reasonable rules of conduct and regulations; to determine department, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per workweek, if any, not in conflict with this Agreement, to establish and change work schedules and assignment, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work, to maintain efficiency in the department and to take such actions as are necessary in any emergency, is vested exclusively in the Employer, provided the exercise of such rights by the Employer shall not conflict with any provisions of this Agreement or the Employer's authority under applicable statutes, including the Illinois Labor Relations Act.

#### **ARTICLE 4 HOURS OF WORK**

The normal work schedule for employees shall be one (1) workday of twenty-four (24) hours on-duty followed by two (2) successive days of twenty-four (24) hours each of off-duty time. Such schedule shall sequence continuously throughout the work year, and each employee shall work such schedule, unless the employee is off due to scheduled vacation, personal day off, sick leave or other excused absence.

- A. A workday or tour of duty shall begin at 7:30 A.M. and conclude at 7:30 A.M. in the following morning. The workday or tour of duty, therefore, shall be twenty-four (24) hours.
- B. Parties agree that the work period under the overtime provisions of the Fair Labor Standards Act and under this Agreement shall be twenty-eight (28) days. The parties further agree that overtime compensation on an hourly basis is not required to be paid under the Fair Labor Standards Act until and unless an employee has worked more than two hundred twelve (212) hours in any twenty-eight (28) day work period. The City hereby adopts a work period of twenty-eight (28) days and two hundred twelve (212) hours and employees agree to such work period.
- C. Although the Fair Labor Standards Act does not require that overtime pay be paid unless and until an employee has worked more than two hundred twelve (212) hours in any twenty-eight (28) day work period, the parties agree that during the term of this Agreement the City shall pay to employees at the rate of one and one-half (1-1/2) times their normal hourly rate of pay for each hour worked during any tour of duty an employee works which is not the employee's normal or regular tour of duty (except traded days). This includes, but is not limited to, tours of duty worked by the employee because of the illness of other employees or because of a "call-back" for actual fire fighting or emergency medical assistance.
- D. Employees agree that sleep time and meal time shall not be calculated as hours worked for overtime purposes consistent with the provisions under the Fair Labor Standards Act. This

sleep time and mealtime exclusion shall apply only to days worked during the normal or regular tour of duty. Sleep time and mealtime shall be counted for overtime pay purposes for other tours of duty.

- E. The normal hourly rate of pay is determined by dividing the sum of the annual salary, longevity pay, Emergency Medical Technician Supplement pay, if any, by the annual total of hours normally worked which is agreed to be two thousand six hundred seventy-two (2,672) hours. Pay for overtime shall be included in the paycheck immediately following the completion of overtime worked by an employee.

## **ARTICLE 5 WAGES**

Wages are as provided on Appendix A and shall be paid during the term of this Agreement and until such time as this Agreement has been extended, amended, modified or substituted by any subsequent agreement between the parties. Payroll checks will display gross wages for the pay period and payroll deductions. An employee will receive a copy of a "Personnel Action Payroll Change Form", which presents an itemized breakdown of the components of gross wages and any changes thereto. An employee's written approval will be required for all payroll deductions that are not authorized by this Agreement. All Employees hired after May 1<sup>st</sup>. 2006 will be required to enroll in the City's Direct Deposit program.

## **ARTICLE 6 OVERTIME RULES**

The overtime rate shall be defined as one and one half times the employee's regular hourly rate. Rules provided in this Article govern overtime compensation.

- A. The Overtime lists shall show overtime hours worked for each rank and one list for paramedics in the Department. On each list the rank will be from the lowest number of hours worked at the top to highest number worked at the bottom. Each time an employee works overtime the list will be automatically readjusted. All other overtime rules will still apply.
- B. If any instance where two (2) Captains are off, a Captain will work overtime.
- C. Employees on vacation or days off shall be called for overtime when their position on the list comes up.

Vacation is: From last day worked to first day back

- Day off is: From last day worked to first day back.

- D. Upon appointment to the next rank the employee will be given the highest hour total plus one.

- E. All new employees will be added to the overtime list after completion of their probationary period. The employee will be given the highest total hours plus one.
- F. Same rank shall work overtime with the exceptions of rules B and L.
- Captain for Captain
  - Driver for Driver
  - Firefighter for Firefighter
- G. When calling an employee for the purpose of securing someone to work overtime the following steps shall be used.
- Step 1. The employee shall be called by telephone or contacted on duty. The employee's designated telephone number will be used. A second number may be placed on file, but no more than two (2) numbers shall be placed on file for each employee.
- Step 2. If the employee has not been reached after Step 1, the Shift Captain or Captain seeking the overtime may wait a reasonable amount of time if available to move down to the next employee on the list shall be called. If one list is exhausted then Rule L shall apply.
- Step 3. These steps shall be followed until the overtime is awarded or Overtime Rule H is imposed.
- H. In the event no one can be secured to work overtime on a given, day, the employee working that position the day before will have to work over and shall receive pay at the overtime rate.
- I. In the event of a Department call-back for an emergency situation, any Fire Department member who is on vacation or other day off may be allowed to work at overtime rate of pay. At the termination of the emergency, the normal rules of overtime shall apply.
- J. In the event an off-duty employee is called in to work, the employee shall be paid not less than two (2) hours of overtime. In the event an employee is held over for any reason, the employee will be paid overtime for the actual time worked rounded to the nearest quarter hour.
- K. There shall be an updated copy of the overtime list for each rank at Station #1. The Chief, Officer or Acting Officer making the arrangements for overtime shall notify the Officer or Acting Officer at Station #1 of all arrangements for overtime. It shall be the responsibility of the Officer or Acting officer at Station #1 to update the other stations of overtime arrangements. The list at Station #1 shall be kept in a location accessible to all employees.

- L. If the overtime list for the rank needed has been called without a member accepting the overtime, then the other two ranks shall be offered the overtime. The order in which the ranks shall be called will be: Overtime for Captains-Captains list, Drivers list, then Firefighters list; Overtime for Driver-Driver list, Firefighters list, then Captains list; Overtime for Firefighter-Firefighters list, Drivers list, then Captains list.
- M. In instances where a paramedic is needed for overtime, the paramedic overtime list shall be used.
- N. The Starting for the new list will be when this contract is ratified. The new list will be implemented that day. The New list will be started by seniority. The most senior at the top. The hours awarded to start the list shall be 1.001 for the first name on top of the list. 1.002 for the second. And 1.003 for the third and so on down the list. This reason for the decibel is so that at any time time two employee have the same hours the senior employee will show as having less.

## **ARTICLE 7 VACATION LEAVE**

All employees shall receive paid vacation leave based on continuous years of service at the following rate:

Five (5) scheduled workdays or tours of duty upon completion of one (1) year of service.

Eight (8) scheduled workdays or tours of duty upon completion of seven (7) years of service.

Ten (10) scheduled workdays or tours of duty upon completion of fourteen (14) years of service.

Twelve (12) scheduled workdays or tours of duty upon completion of twenty-one (21) years of service.

All vacation days shall be selected by seniority prior to January 7th of each year. If an employee fails to select their vacation allotment prior to the end of the regular duty shift ending on January 5<sup>th</sup>, 6<sup>th</sup> or 7<sup>th</sup>, as applicable, the employee shall forfeit his position in the selection process for that year. Such employee shall be required to select his vacation allotment from any open days remaining after the rest of his shift has chosen their vacation allotments.

Vacation time shall be selected by workdays or tours of duty. Vacations may be selected in any combination of consecutive workdays or tours of duty with a minimum pick of one (1) tour of

duty. Once vacation time or days off have been selected and submitted to the chief, the days selected shall not be changed unless the changes are approved in advance in writing by the Chief. Employees leaving the service of the City shall receive the pro-rata value of accrued vacation with their last paycheck. The pro-rata value of accrued vacation shall be computed by the total number of vacation days for which an employee is eligible divided by twelve multiplied by the number of months since the employee's employment anniversary date, less any vacation days used during the calendar year.

Accrued but unused vacation shall be paid to the employee upon separation of service. The payout shall be calculated as follows. Employees with less than seven (7) completed years of service shall receive .328 hours of credited vacation time for each calendar day since the employee's last anniversary date. Employees with more than seven (7) completed years of service, but less than fifteen (15) complete years shall receive .526 hours of credited vacation time for each calendar day since the employee's last anniversary date. Employees with more than twenty (20) completed years of service shall receive .723 hours of credited vacation time for each calendar day since the employee's last anniversary date. Any hours used from January 1 of the year of separation to the date of separation shall be deducted from the credited amount to arrive at the hours to be paid to the employee. Should the employee have used vacation time in excess of that actually accrued at the time of separation of service an amount equal to the excess hours paid shall be deducted from the employee's last paycheck.

## **ARTICLE 8 PERSONAL DAYS**

Each employee shall receive Ten (10) personal days or tours of duty per calendar year. Personal days shall be selected in accordance with the same procedure as described for vacation selection except that the deadline dates shall be January 8<sup>th</sup>, 9<sup>th</sup> or 10<sup>th</sup>, as applicable. Once personal days have been selected and submitted to the Chief, the days selected shall not be changed unless the changes are approved in advance in writing by the Chief. Any member may have another member, of equal rank; work their duty day (trades day) with the prior approval of the Chief or his designee. These members must realize that this requires a payback of equal time to the member that works the extra duty day. Members of the Department holding equal rank may exchange their respective shifts with the approval of the Fire Chief or his designee.

Employees leaving the service of the City shall receive the pro-rata value of accrued personal days with their last paycheck. The pro-rata value of personal leave days shall be computed by the total number of days for which an employee is entitled for a full calendar year, less any personal leave days used during the calendar year.

Accrued but unused personal time shall be paid to the employee upon separation of service. The payout shall be calculated as follows. Employees shall receive .657 hours of credited personal time for each calendar day from January 1 of the year of separation to the date of separation. Any hours used from January 1 of the year of separation to the date of separation shall be deducted

from the credited amount to arrive at the hours to be paid to the employee. Should the employee have personal time in excess of that actually accrued at the time of separation of service, an amount equal to the excess hours paid shall be deducted from the employee's last paycheck.

## **ARTICLE 9 SICK LEAVE**

### **Section 1      Accrual**

Each Employee shall be credited in their sick leave account with 4.62 hours per each bi-weekly payroll period. Sick time will be accrued and taken by actual hours used. Sick time may be taken in blocks of 12 or 24 hours. Each employee may accrue a maximum of Nineteen Hundred Twenty (1,920) sick leave hours.

Employees leaving the service of the City shall be paid 42 Percent (42%) of their accrued sick leave. The maximum number of days used to calculate the payback shall be seventy-two (72) workdays or tours of duty. The payback shall be calculated at the employee's final rate of pay (before any longevity spike) provided the employee has not less than ten (10) consecutive years of service with the City.

The use of Two (2) or more consecutive workdays or tours of duty for sick leave purposes shall not be compensated unless supported by a physician's statement.

### **Section 2 Major Illness Leave Pool**

Employees who incur an extreme major illness which requires overnight in-patient hospitalization, outpatient surgical treatment or continuing outpatient treatment; and who have exhausted all of their vacation, sick, personal days, holiday and any other leave benefits; shall become eligible for benefits under the Major Illness Leave Pool.

All employees of the City shall automatically donate one hour per year to the Major Illness Leave Pool. If, as of January 1 of any year, the pool contains more than 1,000 hours then no hours will be automatically donated. The Major Illness Leave Pool Board may ask for additional hours to be donated if it determines that more hours are needed. Any hours donated shall remain in the pool until used.

Employees shall not be eligible to use the Major Illness Leave Pool if they have been disciplined for sick leave abuse and/or have failed to provide a proof of illness, when required, during the previous twenty-four (24) month period or if they cannot provide a written doctors statement certifying the need to be off work longer than five (5) consecutive work days. Employees injured on the job and/or covered by workers compensation insurance shall not be eligible to use the Major Illness Leave Pool. The City shall establish one pool to serve all the employees of the City. Employees shall be limited to receiving a maximum of two hundred forty (240) hours in any 12 month period.

The Major Illness Leave Pool shall be administered by the Major Illness Leave Pool Board. The board shall consist of one City Commissioner (the Commissioner of Accounts and Finances) who shall be the chairman, one member from American Federation of State, County and Municipal Employees - Local 3821, one member from Mattoon Fire Fighters Association - Local 691, one member from Police Benevolent and Protective Association Unit # 35 and one member from the from unrepresented workers. The City Administrator and City Clerk shall be ex-officio non-voting members. Members shall serve from their appointment until removal by their respective employee group. The board shall meet on an as needed basis, with meetings to be called by the chairman. The board is responsible for determining who shall receive the benefits of the pool and the amount of benefits to be given. If an employee disagrees with the decision of the Major Illness Leave Pool Board they may appeal to the Mattoon City Council. Under no circumstances shall the benefits given be greater than the time actually needed.

## **ARTICLE 10 OTHER PAID LEAVES**

### **Section 1      Bereavement Leave**

- A. In the event of death in the family of an employee, including spouse, parents, children (including stepchildren), brother, sister, aunt, uncle, grandparents, great-grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, step parents, sons-in-law, and daughters-in-law, grandchildren or legal guardian, an employee shall be granted leave of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services.
- B. An employee may request authorization for bereavement leave involving deaths other than those listed above where the employee considers such leave justified; such authorization shall be at the sole discretion of the Chief.
- C. Bereavement Leave shall not be in excess of one (1) workday of tour of duty. The Chief may at his discretion grant additional leave.
- D. Bereavement leave shall not affect any other leave.

### **Section 2      Emergency Leave**

Any employee may have one emergency leave of up to four (4) hours in the case accident or sudden illness in the employee's family per tour of duty. If the employee is absent more than four (4) hours, a replacement shall be acquired following the rules of overtime as prescribed by this Agreement. The employee's sick leave bank shall be charged for the time used less the original four hours of emergency leave for any leave time used under this Section.

### **Section 3      Education Leave**

Employees may at the discretion of Chief be granted leave for educational purposes to attend conferences, seminars, briefings or actual classes in a school which are of a nature to improve, maintain, or upgrade that individual's certification, skills, and/or professional ability. While on education leave the employee will receive his or her regular daily wage for each day that he or she would have worked. The City will absorb the costs incurred for continuing education. Costs may include, but not be limited to tuition, room and board, book fees, and any other related costs. If these costs include Per Diem for meals, this amount will be given to the employee before leaving for the class. If an employee has a scheduled day off during a class that he/she is attending the employee may move that day to another day at their discretion.

#### **Section 4      Family Medical Leave**

Family Medical Leave shall be provided in accordance with the Family Medical Leave Act of 1994 and the rules and regulations promulgated thereunder.

#### **Section 5      Court Time**

Firefighters attending any federal, state or local court proceeding for inquest, pretrial or trial purpose on time otherwise scheduled, as a personal time shall be credited for the actual time spent in such proceedings, but not less than two (2) hours. The City shall provide transportation, if available; otherwise, employees may use their own vehicles and shall be reimbursed at the then prevailing Internal Revenue Service rate. All court time earned under this paragraph shall be paid at the rate of one and one-half (1-1/2) times the employee's normal rate of pay.

### **ARTICLE 11 INSURANCE**

#### **Section 1.      Health Plan**

A. Employees shall pay 15% of the cost of the health insurance plan by payroll deduction. There will be no change in co-pays or percentage of payments from the previous contract (Appendix B). Changes to the employee's share of the cost of the health insurance plan will take effect on a retrospective basis with the first paycheck of May after the cost for the preceding calendar year are disclosed by the Employer's health insurance. Employees, who are eligible for the secondary longevity pay plan provided at, Appendix A Section B, Subsection 2, of this Agreement shall pay 90% percent of that salary increase into the health insurance plan.

B. The Employer has established a Section 125 Plan as authorized by Internal Revenue Code. The Employer shall pay the cost of administering the plan. Employees may use the Plan according to the rules and regulations established thereunder. The Employer is authorized to exclude a monthly amount voluntarily elected by an employee from salary otherwise payable each employee and contribute such amounts to the Plan Trustee in accordance with the

Participation Agreement established for the Section 125 Plan. The Employer will select a third party by a competitive procedure to administer the Section 125 Plan.

C. Benefits under the health care plan shall be available to a surviving spouse of any employee or retired employee until such time as the surviving spouse reaches the age of sixty-five (65) and such coverage shall be available to dependent children until such time as they reach nineteen (19) (age twenty-three (23) if a full time student). Coverage for such surviving spouse of dependent children shall not be available unless the deceased employee or deceased retired employee was a member of the group plan at the time of their death. In the event that any surviving spouse or dependent is extended any medical coverage, Medicare coverage, or other insurance benefit or governmental benefit for health coverage, the benefit under this group shall be coordinated with such other benefit so as to result in the lowest net cost to the City or the City's health care plan without a decrease in available benefits or coverage to such surviving spouse or dependent. Premiums for such health care coverage for a surviving spouse or dependent shall be paid by someone other than the City.

**Section 2. Life Insurance Plan**

The Employer agrees to provide a minimum of ten thousand dollars (\$10,000.00) life insurance for each employee and Ten thousand dollars (\$10,000.00) for each dependent until the employee retires from active service with the Department.

**Section 3 Post-Employment Health Plan**

The Employer shall continue to participate in a Post-Employment Health Plan (PEHP) for each employee. The Employer is authorized to exclude \$25.00 from salary otherwise payable each employee in the bargaining unit and contribute such amounts to the Plan Trustee in accordance with the Employer Participation Agreement. The employees shall be responsible for paying any and all administrative costs for their PEHP account.

**Section 4. Indemnification and Insurance for Malpractice and Occupational Injuries**

The Employer shall indemnify and hold harmless members of the Mattoon Firefighter's Local 691 in accordance with the State and Federal law from any and all claims and suits from damages for personal injuries, including death, arising from or growing out of alleged occupation safety and health hazards. No indemnification shall be granted in case of malfeasance.

**ARTICLE 12  
GRIEVANCE PROCEDURE**

Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the manner prescribed by this Article.

## **Section 1      Definitions**

“Immediate Supervisor” - means the next highest-ranking Supervisor, following the established chain of command.

## **Section 2      Time Limits**

- A. Grievances must be submitted within twenty (20) days of the cause-giving rise to the grievance.
- B. The time limits set forth in this Article will take effect at the time of receipt of the grievance or the answer to the grievance, but may be extended by mutual consent of both parties.
- C. Failure of the Employer to meet time limits shall automatically advance the procedure to the next level. Failure of the employee to meet time limits except as provided in (B) above shall be considered as a withdrawal of the grievance. However, should the Employer give notice of the failure to meet time limits, the employee shall have fifteen (15) days to refile said grievance. If the Employer gives no notice, the employee shall have thirty (30) days to refile the grievance. All actions taken prior to refiling shall remain as the decision at that level. Withdrawal shall have no value as precedent.

## **Section 2      Procedure and Steps**

Step 1. An employee may, with or without the presence of a representative of the Union, submit a grievance orally to the employee’s immediate Supervisor. The Supervisor shall attempt to adjust the grievance at that time and render an oral decision within twenty-four (24) hours.

Step 2. If the grievance is not settled at step 1, the grievance shall be submitted in writing to the Fire Chief within seventy-two (72) hours, who shall render a written decision within seventy-two (72) hours after receipt of the grievance. The Employer shall notify the Union within seventy-two (72) hours of the receipt of the grievance. Regardless of whether the employee requests the attendance of the Union, the Union shall have the right to participate in said procedure, at each step.

Step 3. If the grievance is not settled at Step 2, the grievance shall be submitted in writing within three (3) days to the City Administrator who shall render a written decision within fourteen (14) days after the receipt of the grievance.

Step 4. In cases of discipline, if the grievance is not settled at Step 3, the grievance shall be submitted in writing within ten (10) days to the Board of Fire and Police Commissioners, who shall render a written decision within thirty (30) calendar days after the receipt of the grievance. All other grievances shall not be subject to this Step.

Step 5. If the grievance is not settled at Step 3 or Step 4, as applicable, the grievance shall be submitted to arbitration by either of the parties upon written notice, within fifteen (15) calendar days to the other party.

Step 6. Arbitration

- A. The parties agree that they shall jointly request a panel of arbitrators to be supplied by the Federal Mediation and Conciliation Service (FMCS) the members who are requested must be accredited with the National Association of Arbitrators (NAA) and reside in Illinois, Indiana or Wisconsin.
- B. Each party shall strike potential arbitrators from the list in alternate. The first strike shall be determined by the flip of a coin. The last name remaining shall be selected as arbitrator; provided, each party shall have the right to reject one (1) complete list prior to beginning to strike names.
- C. The findings of the arbitrator shall be final and binding upon both parties.
- D. The arbitrator's expense and compensation shall be borne equally by both parties.
- E. The arbitrator shall consider and decide only the issue or issues of contract interpretation or application raised by the grievance and appealed to arbitration. The parties shall endeavor in good faith to stipulate to the grievance issue(s) in dispute but if they are unable to do so, the Arbitrator shall frame the issue. The arbitration shall have no authority to make a decision on any issue not raised by the grievance appealed to arbitration. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement.

**ARTICLE 13  
RULES, REGULATIONS AND POLICIES**

Any rules and regulations adopted by the Employer for the orderly management of the Fire Department, not in conflict with the terms of this Agreement, are hereby incorporated by reference. This provision includes but is not limited to the "Mattoon Fire Department Standard Operating Guidelines" (hereinafter, "SOGs") and the "Rules, Standard Operating Procedures and Guidelines" adopted by Ordinance No. 99-4984 on May 18, 1999 (hereinafter, "Ordinance Rules"), which replaced rules and regulations formerly known as the "Red Book".

**Section 1      Standard Operating Guidelines**

A Committee consisting of the Fire Chief, the Assistant Fire Chief and two members of the Union appointed by the Union President shall meet Quarterly throughout the year to review and make recommendations for changes in the Standard Operating Guidelines (the, SOG's). This Committee shall meet Quarterly for review of the SOG's throughout the year when a circumstance suggests change is necessary.

## **Section 2. Final Determinations on Rules and Regulations**

Final authority for proposed changes to "SOGs" and "Ordinance Rules" is vested in the Board of Fire and Police Commissioners or the City Council, as applicable, provided that:

- A. No change shall be effective which is in conflict with terms of this Agreement; and
- B. If a proposed change affects a benefit or condition of employment not covered by an express term of this Agreement and which is a mandatory subject of collective bargaining under §7 of the ILRA, it shall not be unilaterally implemented, but upon request of the Union shall be subject to negotiation between the Parties.

## **ARTICLE 14 WORK PRESERVATION**

### **Section 1 Subcontracting**

The parties agree that Public Act 095-0490 (SB834) (the "Act"), which governs the circumstances relating to the use of subcontracting or substitutes, and became applicable to the City of Mattoon Jun 1, 2008. Both parties agree to follow the "Act".

### **Section 2 Bargaining Unit Integrity**

Notwithstanding Section 1 of this Article, if the Employer wishes to transfer work done by Bargaining Unit Members to persons outside the Bargaining Unit, it must first bargain the transfer with the Union. In accordance with past practice temporary help may be used to perform work, which cannot be performed by regular employees for reasons of employee availability or excessive workflow. The Employer shall retain the right to use temporary and part time employees in accordance with past practices.

### **Section 3 Mutual Aid Agreements**

Emergency Agreements now in existence, including the Mutual Aid Box Alarm System (MABAS), or other mutual aid agreements substantially the same, as those now in existence, shall be allowed in accordance with past practice. However, it is specifically agreed that said agreements should not be used by the Employer as a method to reduce the current work force of the Bargaining Unit or to reduce overtime compensation for emergency call outs

**Section 4 Additional Duties/Volunteer Service**

Except in case of emergency, and for those assignments normally associated as housekeeping in accordance with current practices, no Fire Department member shall be required to perform duties inconsistent with the duties set forth by the rules and regulations currently adopted. Nothing herein shall prohibit a Fire Department member from performing additional tasks and/or projects on behalf of the Department with consent of both the Union and the Chief.

**ARTICLE 15  
SENIORITY**

**Section 1 Definition of Seniority**

Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Only resignation, discharge for just cause, service outside the bargaining unit or retirement shall break continuous service. This definition of seniority shall bind the Board of Fire and Police Commissioners except in accordance with this Agreement.

**Section 2 Seniority List**

The Fire Chief shall maintain and post annually a current seniority list.

**Section 3 Layoff and Recall**

In case of a personnel reduction, the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. No new employees shall be hired until all laid off employees have been given ample opportunity to return to work and have returned to work with thirty (30) days of written notice. In the event of any rule, regulation, statute or interpretation of law, which shall control the Board of Fire and Police Commissioners, then such rule, regulation, statute or interpretation shall control.

**Section 4. Service Outside the Bargaining Unit**

Accrual of seniority for service outside the bargaining unit shall be tolled. Such employees who have reached age and service requirements for retirement shall have no right to return to the bargaining unit.

## **ARTICLE 16 DRUG POLICY**

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Department present unacceptable risk to the safety and wellbeing of other employees and the public, invite accidents and injuries and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that employees, who serve and protect them, obey the law and be fit from the adverse affects of drug and alcohol abuse. In the interest of employing persons, who are fully fit and capable of performing their jobs, and for the safety and well being of employees and residents, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol. Such policy shall be implemented in accordance with the procedures and conditions set forth in Appendix C, attached to this Agreement

## **ARTICLE 17 SCHEDULING AND STAFFING**

### **Section 1      Scheduling**

The Employer reserves the right to schedule or reschedule employees in its sole discretion in order to best provide appropriate levels of fire service and in order to minimize the impact on City funds due to overtime schedules. If an employee has scheduled days off during the time of the rescheduling, the employee will be able to use the same time period for those days off.

### **Section 2      Staffing**

With the exception as outlined below, the Parties agree that the shift minimum staffing of eight (8) bargaining unit employees shall be maintained at all times. The only exception to the shift minimum manning shall be that any employee attending paramedic training shall be included in the shift manning so long as that employee is available to leave the training if necessary to respond to any extraordinary emergency. In exchange, the Employer agrees to maintain a department minimum staffing of thirty (30) bargaining unit employees. The Employer shall use its best efforts to ensure that not less than two (2) Firefighters will be assigned to an apparatus when responding to alarms.

During the reductions envisioned by this Section, the City agrees to keep the shift minimum manning at nine (9), with the exception noted above for those firefighters attending paramedic training, at any time that the department staffing is thirty-three (33) or more bargaining unit employees.

At anytime the numbers of bargaining unit employees is less than thirty-three (33), when called to a structure fire or the RIT team is dispatched there will be an automatic call back for the previous shift from station #1.

The City specifically agrees to review and negotiate the issue of shift minimum manning prior to the addition of any additional ambulance services within the fire department.

The City shall effect the reduction in personnel from the current level of thirty-six to thirty through the retirement of department personnel and the non replacement of any personnel who leave the department.

Both parties specifically agree that all the terms and conditions contained in Article 17 Section 2 of this agreement shall be included in the successor agreement to the current Collective Bargaining Agreement. These terms and conditions shall be included in whole.

## **ARTICLE 18 CERTIFICATIONS**

### **Section 1 Firefighter II Certification**

All employees of the Mattoon Fire Department shall as a condition of employment attain a certification as Firefighter II within one (1) year from date of hire. Proof of prior certification will satisfy this condition. If the employee is not previously certified as Firefighter II, the Department shall (at the Employer's expense) enroll this employee in the Firefighter Academy at the University of Illinois Fire Service Institute in Champaign, Illinois.

### **Section 2**

#### **A. Emergency Medical Technician / Basic Certification**

Any person employed after August 1, 1996 by the Mattoon Fire Department shall as a condition of employment enroll in a training program within one year from the date of hire and attain certification as a Emergency Medical Technician / Basic within two years from date of hire. Maintenance of such certification shall be a continuing condition of employment.

Proof of prior certification shall satisfy these conditions. A copy of current certification shall be provided to the Fire Chief at the time of each renewal certification.

If the employee is not previously certified as E.M.T. / Basic, the Department shall (at the Employer's expense) enroll the employee in a school or class where upon completion of the course and State Test, the employee shall be certified by the State of Illinois as Emergency Medical Technician/Basic.

If at any time an employee fails to maintain State certification as at least an E.M.T./Basic, the employee shall have not more than six (6) months to be enrolled in a course where upon successful completion of the course and State Test, the employee shall be recertified as a State of Illinois E.M.T./Basic. If an employee lets EMT certification lapse, through no fault of the Employer, the employee shall be responsible for the re-certification course fees. The employee shall also be responsible to secure relief, through trade time, for any class time that falls on their duty day.

**B. Any person hired after May 1, 2011, shall be or shall have attained certification of EMT-Paramedic or better as a condition of hiring and continued employment.**

### **Section 3 Failure to Achieve or Maintain Certifications**

If an employee fails to meet the above conditions of employment, the Department shall seek termination of employment before the Board of Fire and Police Commissioners. The Department will allow one (1) extension of six (6) months for the employee to reattempt to gain recertification.

### **Section 4 Grandfather Provisions Pertaining to Certifications**

Any member of the Mattoon Fire Department hired prior to August 1, 1996, shall not be required to comply with Sections 2 or 3 of this Article.

### **Section 5 Emergency Medical Technician/Paramedic Supplement Pay**

Employees certified as emergency medical technicians-Basic shall receive \$110 per month supplement pay. This supplement pay shall cease in the event that an employee no longer remains certified. An employee has an affirmative duty to immediately notify the Fire Chief upon loss or lapse of certification.

**Employees certified as emergency medical technicians-Paramedic shall receive \$185 per month supplement pay. This supplement pay shall cease in the event that an employee no longer remains certified. An employee has an affirmative duty to immediately notify the Fire Chief upon loss or lapse of certification.**

### **Section 6 Paramedic Training**

The City agrees to send six (6) fire department personnel to the next available paramedic training session held though Sarah bush Lincoln Health Center. The City agrees to pay for the cost of the training and to pay the personnel overtime for the 500 hours of clinical (preceptor) training as required for completion of the course. Any fire department personnel who received paramedic certification as a result of this section shall be

required to maintain that certification as a condition of continued employment with the department.

Any fire department personnel currently holding paramedic certification as of the date of the signing of this agreement shall continue to maintain such certification until the six paramedics mentioned in the paragraph above complete their training and receive their paramedic certification.

## **ARTICLE 19 UNIFORMS, CLOTHING AND EQUIPMENT**

### **Section 1      Uniform Clothing and Protective Gear**

- A. Each member of the Fire Department upon being assigned to duty will be issued personal protective clothing as governed by State and Federal Law and past practices. Protective clothing will include, but not limited to: helmet, turnout coat, bunker pants, boots, nomex hood and gloves. The City shall supply this equipment. When said protective clothing becomes damaged or unsafe through use, it will be replaced by the City to ensure proper safety of the firefighter.
  
- B. The City shall furnish all station uniforms, required of employees by the City of perform their duties, without cost to the employees. The Union shall decide upon one style of station shoes or boots, rather than by personal preference. The style of shoes or boots chosen by the Union shall be restricted to a style that is of leather or heavy weight construction that are black in color and capable of being polished and of a cost subject to reasonable approval of the Chief. Athletic or tennis shoes are prohibited. Uniforms shall be maintained in good and safe condition. The chief shall have the authority to designate uniforms and equipment.
  
- B. If the employees' uniform is damaged due to normal work conditions or exposed to biohazard material the city will pay for the cleaning or replacement of the uniform as needed at no cost to the employee. If the city approves a change in uniforms the employer will at their cost replace all uniforms.

### **Section 2      Personal Devices and Equipment**

The Employer agrees to pay full replacement cost of lost or broken eye glasses, contact lenses. These items that are rendered unusable as a result of an event occurring while the employee is on duty shall be replaced. Hearing aides or other medically prescribed devices or equipment shall also be replaced when broken or rendered unusable in the course of duty.

## **ARTICLE 20**

## **RESIDENCY**

Employees shall reside within 20 miles of the corporate boundaries of the City of Mattoon. .

## **ARTICLE 21 SAFETY**

A Safety Committee with representation from each department of the Employer is established to meet on at least a quarterly basis for the purpose of identifying and correcting unsafe or unhealthy working conditions.

The Safety Committee shall:

1. Review and approve written policies and procedures for each of the written programs required by OSHA.
2. Conduct safety audits, review accident reports formulate accident prevention recommendations and otherwise critique the Employer's safety and risk management program.
3. Make personal inspections, participate in government inspections and investigate complaints concerning allegations of unsafe or unhealthy conditions.
4. Promote education programs, which will motivate adoption of safe working habits.

Unions that represent the City's employees appoint members to the Safety Committee, one voting member from each work group. Employees who are not represented by a collective bargaining agent shall also have a voting member appointed by the Departmental Director from each work group. The City Administrator and Departmental Directors are non-voting "ex officio" members of the Committee. The City Clerk or the Clerk's designee is responsible for staffing the Safety Committee.

Where, following Safety Committee meetings, agreement is reached by a majority vote of the members as to the existence of an unsafe or unhealthy working condition, the Employer shall attempt to correct it within a reasonable time, utilizing existing budget funds. If no budget funds are then available, the City Administrator shall seek funding for such corrections in the budget for the Employer's next fiscal year.

A Union may grieve an unsafe or unhealthy working condition at any time at Step 3. In the event a grievance over this Section proceeds to Step 6 of the Grievance Procedure, an Arbitrator shall determine:

1. Whether the claimed unsafe or unhealthy working condition exists; and
2. If so, whether the Employer's proposed remedy is reasonable under the relevant circumstances.

If the Arbitrator determines that the claimed unsafe or unhealthy working condition exists and the Employer's proposed remedy is unreasonable, he/she shall order it corrected and the Employer shall make every effort to correct it using the best means available to do it. Provided, however, that where funds for the remedy have not been budgeted, the Employer shall make every effort to secure the necessary funds to correct the condition in the budget for the next fiscal year.

## **ARTICLE 22 LIGHT DUTY PROVISIONS**

Light duty shall be offered to employees subject to the following guidelines: (1) the injury or illness shall be diagnosed by a physician as having a recovery period of six (6) months or less; (2) a maximum of one (1) light duty assignment per shift; (3) the employee shall be required to work their normal 24 hours of shift work; and, (4) light duty shall be available for either on the job injuries or off the job injuries.

## **ARTICLE 23 GENERAL PROVISIONS**

### **Section 1     Holiday Pay**

- C. Effective January 1, 2007 each employee shall be compensated at the standard rate of pay for the following three recognized holidays: July 4<sup>th</sup>, Thanksgiving and Christmas Day (a total of 72 hours of holiday pay, calculated using each employee's standard rate of pay, per employee).
- D. Effective January 1, 2010 Easter Sunday shall be recognized as a forth holiday (for a total of 96 hours of holiday pay, calculated using each employee's standard rate of pay, per employee).
- E. Effective January 1, 2007 employees who are absent from work for a shift falling on any of the shifts recognized for holiday pay shall not be eligible for sick leave with pay unless the employee provides evidence persuasive to the Fire Chief that the illness or injury is bona fide. Any disputes as to validity of such evidence shall be resolved in accordance with the grievance procedure contained in this agreement.

### **Section 2     Temporary Assignments**

The Employer may temporarily assign an employee to perform the duties of another position classification. The Employer will assign temporary assignments by seniority in the station affected.

- A. **If an Engineer is temporarily assigned to a position of Captain the employee shall be paid upgrade pay. The assigning of the assignments will be done on a seniority**

basis at the station affected. Engineers assigned to act in the higher rank of captain shall be paid an additional \$1/Hour for each completed hour of acting service.

- B. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her regular position classification because of another employee's absence due to sick leave or work related injuries for a period of three consecutive tours of duty, the employee shall be paid after the third tour of duty at the higher pay grade.
- C. If an employee is temporarily assigned to a position classification having a higher pay grade than his/her regular position classification for a period of 5 consecutive tours of duty in any other instance, the employee shall be paid after the fifth tour of duty at the higher pay grade

### **Section 3      Records**

Employees shall meticulously keep all records as currently required of them by the City and file them with the appropriate office on a timely basis. Any new record keeping requirements shall be processed in accordance with procedures provided for updating "SOGs".

### **Section 4      Discrimination**

The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, disability, or national origin.

## **ARTICLE 24 LEGAL EFFECT AND SEVERABILITY**

### **Section 1      Contract Takes Precedent**

In Accordance with Section 15 of the Illinois Public Labor Relations Act the terms of this agreement shall supersede any contrary statutes, charters, ordinances, rules or regulations relating to wages, hours, and conditions of employment and employment relations adopted by the public employer or its agents.

### **Section 2      City of Mattoon Code of Ordinances**

This Agreement incorporates by reference the City of Mattoon Code of Ordinances and all special ordinances now in effect. To the extent that this agreement is inconsistent with any ordinance of the City of Mattoon, the terms of this agreement shall control. It is the intention of the City to repeal any provision of the Code of Ordinances or special ordinances to the extent that they are in conflict herewith.

**Section 3      Invalidity**

In the event that the parties agree or a court of competent jurisdiction declares, that a portion of this Agreement is invalid for any reason, the parties shall bargain in good faith in an attempt to amend the Agreement with language that will not be invalid and that will give effect to the original intent and tenor of this Agreement. Should any portion be deemed null and void or invalid for any reason, it is the intention of the parties that the remainder of the agreement continues in full force and effect.

**ARTICLE 25  
PAST PRACTICES AND RESERVATIONS OF RIGHTS**

**Section 1      Custom and Practice**

The Parties agree that all other items of pay, benefits and conditions of employment, which have customarily been extended by the Employer to employees heretofore, shall continue during the term of this Agreement. Pay and benefits shall not be changed during the term of this Agreement, except as may be mutually agreed by the parties.

**Section 2      Reservation of Rights**

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in the Agreement shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement.

**Section 3      Retroactive Application**

The benefits of a successor agreement shall apply retroactive to May 1<sup>st</sup> of the first year of the successor agreement, but only those active employees on the Employer's payroll on the date the agreement is ratified by the Union. The term "active employees" includes employees on sick leave, family medical leave or disability status. In the event of a stalemate in negotiations and arbitration is necessary, the arbitrator's decision will rule.

**ARTICLE 26  
DURATION**

**Section 1      Term**

**This Agreement shall become effective May 1, 2011 and extend until the 30th day of April 2014.**

**Section 2.      Negotiation of Successor Agreement**

Negotiations for a successor agreement shall be conducted according to the following procedure.

- A. At least 120 days prior to the termination date of this Agreement, the Union shall present to the City a written proposal for any requested changes in wages, benefits, terms or conditions of employment.
- B. The City shall, at its next regularly scheduled meeting following receipt of the written proposal, but no later than thirty (30) days, discuss the proposal in executive session and shall direct its representative to respond in writing within thirty (30) to the Union's request for negotiations.
- C. The parties shall meet from time to time as mutually agreed to negotiate the terms of the successor Agreement.
- D. If no Agreement is reached within 60 days prior to the termination date of this Agreement, the parties shall jointly execute a letter to the Federal Mediation and Conciliation Service requesting the assignment of a mediator to assist in the negotiations for a successor Agreement.
- E. Unless mutually agreed otherwise, the parties shall schedule a negotiating session with the mediator during the month of April prior to the expiration date of this Agreement.
- F. If no agreement as to the terms of a successor Agreement is reached prior to the termination date of this Agreement, the terms of this Agreement shall be extended until the terms of a successor agreement negotiated and modified by the parties or determined in accordance with the impasse procedures as provided in §14 of the Illinois Labor Relations Act.

This collective bargaining agreement was approved by Special Ordinance No. 2011-1462 adopted by the Mattoon City Council on the October 04, 2011.

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

ATTEST:

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Susan J. O'Brien, City Clerk

This Agreement is executed this 4<sup>th</sup> day of October, 2011.

MATTOON FIRE FIGHTERS ASSOCIATION  
LOCAL 691, IAFF, AFL-CIO

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**APPENDIX A**  
**FIREFIGHTERS BARGAINING UNIT WAGE SCHEDULE**

**Section 1                      Base Pay Schedule**

<b>Job Classification</b>	<b>2011/2012 Base Hourly Wage</b>	<b>2011/2012 Base Annual Salary</b>
<b>2%</b>		
<b>Firefighter (1<sup>st</sup> Year)</b>	<b>\$13.35</b>	<b>\$35,683.47</b>
<b>Firefighter (2<sup>nd</sup> Year)</b>	<b>\$14.37</b>	<b>\$38,388.73</b>
<b>Firefighter (3rd Year)</b>	<b>\$15.64</b>	<b>\$41,793.79</b>
<b>Firefighter (4th Year)</b>	<b>\$16.92</b>	<b>\$45,198.79</b>
<b>Firefighter (5<sup>th</sup> Year)</b>	<b>\$18.55</b>	<b>\$49,576.98</b>
<b>Firefighter (6<sup>th</sup> – 9<sup>th</sup> Year)</b>	<b>\$18.83</b>	<b>\$50,311.60</b>
<b>Firefighter (10th. - 12th Year)</b>	<b>\$19.10</b>	<b>\$51,044.03</b>
<b>Firefighter (13th. And Over)</b>	<b>\$19.43</b>	<b>\$51,919.63</b>
<b>Drivers</b>	<b>\$20.18</b>	<b>\$53,933.19</b>
<b>Captains</b>	<b>\$21.12</b>	<b>\$56,431.27</b>
<b>Shift Captains</b>	<b>\$22.19</b>	<b>\$59,278.32</b>

<b>Job Classification</b>	<b>2012/2013 Base Hourly Wage</b>	<b>2012/2013 Base Annual Salary</b>
<b>2%</b>		
<b>Firefighter (1<sup>st</sup> Year)</b>	<b>\$13.62</b>	<b>\$36,397.14</b>
<b>Firefighter (2<sup>nd</sup> Year)</b>	<b>\$14.66</b>	<b>\$39,156.50</b>
<b>Firefighter (3rd Year)</b>	<b>\$15.95</b>	<b>\$42,629.67</b>
<b>Firefighter (4th Year)</b>	<b>\$17.26</b>	<b>\$46,102.77</b>
<b>Firefighter (5<sup>th</sup> Year)</b>	<b>\$18.93</b>	<b>\$50,568.52</b>
<b>Firefighter (6<sup>th</sup> – 9<sup>th</sup> Year)</b>	<b>\$19.21</b>	<b>\$51,317.83</b>
<b>Firefighter (10th. - 12th Year)</b>	<b>\$19.49</b>	<b>\$52,064.91</b>
<b>Firefighter (13th. And Over)</b>	<b>\$19.82</b>	<b>\$52,958.02</b>
<b>Drivers</b>	<b>\$20.59</b>	<b>\$55,011.86</b>
<b>Captains</b>	<b>\$21.55</b>	<b>\$57,559.89</b>
<b>Shift Captains</b>	<b>\$22.63</b>	<b>\$60,463.89</b>

Job Classification	2013/2014 Base Hourly Wage	2013/2014 Base Annual Salary
3%		
Firefighter (1 <sup>st</sup> Year)	\$14.03	\$37,489.05
Firefighter (2 <sup>nd</sup> Year)	\$15.10	\$40,331.20
Firefighter (3rd Year)	\$16.43	\$43,908.56
Firefighter (4th Year)	\$17.78	\$47,485.85
Firefighter (5 <sup>th</sup> Year)	\$19.49	\$52,085.57
Firefighter (6 <sup>th</sup> – 9 <sup>th</sup> Year)	\$19.78	\$52,857.37
Firefighter (10th. - 12th Year)	\$20.07	\$53,626.86
Firefighter (13th. And Over)	\$20.41	\$54,546.77
Drivers	\$21.21	\$56,662.21
Captains	\$22.19	\$59,286.69
Shift Captains	\$23.31	\$62,277.80

Hourly rates for Fire Department jobs are computed by dividing annual salary by 2,672 hours since these jobs have a 51-hour workweek.

## Section 2 Longevity Pay

- A. In addition to the annual salary set forth above, each regular full-time employee shall be compensated for length of service (longevity pay) in the following amounts:

04 Years	2% of Annual Base Salary (2% total)
06 Years	An additional 3% of Annual Base Salary (3% Total)
08 Years	An additional 4% of Annual Base Salary (4% Total)
10 Years	An additional 5% of Annual Base Salary (5% Total)
12 Years	An additional 6% of Annual Base Salary (6% Total)
14 Years	An additional 7% of Annual Base Salary (7% Total)
16 Years	An additional 8% of Annual Base Salary (8% Total)
18 Years	An additional 9% of Annual Base Salary (9% Total)
20 Years	An additional 10% of Annual Base Salary (10% Total)
22 Years	An additional 11% of Annual Base Salary (11% Total)
24 Years	An additional 12% of Annual Base Salary (12% Total)

26 Years	An additional 13% of Annual Base Salary (13% Total)
28 Years	An additional 14% of Annual Base Salary (14% Total)

B. In addition to the annual salary set forth above, employees who are at least 50 years of age and have at least 20 years of service shall receive an additional 15% of annual base salary.

This additional longevity compensation shall be payable:

- (1) During the first two (2) pay periods after the age and service requirements previously described are met; and
- (2) During the first two (2) pay periods beginning upon the execution of this agreement by both parties for those employees who, as of April 1, 2009, have over twenty years of service and who are over the age of Fifty (50).
- (3) All of Section 2 (B) shall automatically expire on December 31, 2012 at 12:00 p.m. (CST).
- (4) If, prior to the expiration of paragraph B, any governmental entity issues a ruling declaring the provisions of this paragraph to be contrary to the laws of the State of Illinois then the City and Union shall negotiate replacement language in order to carry out the intent of Paragraph B.

**Section3      Shift Captian**

1. The City shall establish the rank of Shift Captain, which shall have three positions. These positions shall be union positions and, with the exception of the initial appointments, shall be tested within the normal promotion cycle. The Fire Chief, with recommendations from the Captains within the bargaining unit, shall establish the job description for each of the Shift Captain positions. The Fire Chief shall designate initial appointments to the positions of Shift Captain. Appointees shall serve until they voluntarily relinquish the position or until the results of the first promotional cycle for Shift Captain are posted. If any of the individuals appointed are not in the top three on the promotion list they shall revert to the rank held before their appointment to the position of Shift Captain.

2. Only one Shift Captain shall be allowed to be on vacation on any day. Shift Captains will not be covered with overtime for any vacation day or other absence, except for shift minimum manning purposes and a Captain will not be moved up to replace a Shift Captain.

**APPENDIX B**

City of Mattoon Employee Group Health Plan

Current Plan
<b>Prescription Drug Benefits</b>
Calendar Year Maximum Benefit: None
Generic prescription: \$15 co-payment per prescription
Brand name prescription when generic equivalent not available: \$15 co-payment per prescription
Brand name prescription when generic equivalent is available: 50% co-payment per prescription
Mail Order Maintenance Drugs & Medications:
Generic prescription: \$15 co-payment per each order for 3-month supply
Brand name prescription when generic equivalent not available: \$15 co-payment per each order for 3-month supply
Brand name prescription when generic equivalent is available: 50% co-payment per each order for a 3-month supply

City of Mattoon Employee Group Health Plan

Current Plan
<b>Dental Benefits</b>
Calendar Year Maximum Benefit: \$1,000
Calendar Year Deductible, Excluding Orthodontic Services: Individual Deductible Maximum - \$100 Family Deductible Maximum - \$200
Co-Payment Requirements: Preventative Services — 10% Basic Services — 20% Major Services — 30%
Orthodontia for Dependent Children Under 19 Years of Age
Deductible — None Co-Payment — 50% Lifetime Maximum - \$700.00 Per Child

City of Mattoon Employee Group Health Plan

<b>Current Plan</b>
<b>Medical Benefits</b>
<b>Co-Payment Requirements After the Annual Deductible:</b> Accident Benefit — \$50 Co-Pay Per ER Visit up to \$300 PPO Providers — 10% Non PPO Providers — 30% X-Ray and Laboratory Services — 20% Ambulance — 20% Prosthetic Devices — 20% Durable Medical Equipment — 20% Psychiatric & Substance Abuse Care — 20% Exceptions apply for: <ul style="list-style-type: none"><li>• Inpatient Hospital Physician Services, where there is a 20% co-payment required for PPO Providers</li><li>• Chiropractic Care, where there is a 20% co-payment uniformly required and a calendar year maximum benefit of 20 visits not too exceed \$500.</li><li>• TMJ care, where there is a \$1,000 lifetime maximum.</li><li>• Inpatient and outpatient rehab services, where there is 60 day maximum per illness or injury.</li><li>• Home health care, where there is a 100 visit per calendar year maximum benefit.</li><li>• Private nursing, where there is a \$1,000 per month limit.</li><li>• For obesity treatment, where there is a \$15,000 lifetime maximum.</li><li>• For inpatient psychiatric care, where there is 60 day calendar year maximum.</li><li>• For inpatient substance abuse care, where there is a 30 day maximum.</li><li>• For outpatient psychiatric and substance abuse care, where there is a 30 visit combined maximum per calendar year.</li></ul>

City of Mattoon Employee Group Health Plan

Current Plan						
<b>Calendar Year Deductible &amp; Maximums</b>						
Lifetime Maximum Benefit: \$2 Million						
<p>Calendar Year Deductible:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Network:</td> <td style="width: 50%;">Non-network</td> </tr> <tr> <td>Individual - \$300</td> <td>Individual - \$500</td> </tr> <tr> <td>Family - \$600</td> <td>Family - \$1,000</td> </tr> </table> <p>The family maximum includes covered expenses that are used to satisfy deductibles for all family members combined. Carry-over deductible applies as provided in the current plan.</p> <p>There are separate yearly deductibles for dental benefits.</p>	Network:	Non-network	Individual - \$300	Individual - \$500	Family - \$600	Family - \$1,000
Network:	Non-network					
Individual - \$300	Individual - \$500					
Family - \$600	Family - \$1,000					
<p>Calendar Year Out of Pocket Maximum in Excess of Deductible:</p> <p>Individual:</p> <ul style="list-style-type: none"> <li>PPO Providers - \$1,000</li> <li>Non PPO Providers - \$2,000</li> </ul> <p>Family:</p> <ul style="list-style-type: none"> <li>PPO Providers - \$2,000</li> <li>Non PPO Providers - \$4,000</li> </ul> <p>The family out-of-pocket maximum includes out-of-pocket maximums for all family members combined. PPO/Non PPO expenses will be applied equally toward the satisfaction of both the PPO and Non-PPO out-of-pocket maximums.</p> <p>There are separate yearly out-of-pocket maximums for dental benefits</p>						



# GRABER BUILDINGS

1743 Jonathan Creek Rd. Sullivan, IL 61951  
 217-543-3259  
 noah@graberbuildings.com

## PROJECT QUOTATION

### Building Specifications:

Width x Length x Height: 60' x 100' x 16'  
 Column Size: 4 Ply 2x6  
 Post Hole Depth x Diameter: 48 in. x 18 in.  
 Post Embedment: On Concrete Cookie  
 Truss Spacing: 8 Ft.  
 Truss- Bottom / Top Cord: 2x10 over 2x10 -3.5/12 Roof Pitch  
 End Wall Post Spacing: 8 Ft & 9 Ft.  
 Side Wall Post Spacing: 8 Ft.  
 Roof Purlin / Wall Girt Size: 2 x 4  
 Purlin / Girt Spacing: 24 in.  
 Rows Treated Skirt Boards: 2  
 Roof Metal: No. 1 G-Rib Premium 29 Gauge  
 40 Year Paint Warranty  
 Side Wall Metal: No. 1 G-Rib Premium 29 Gauge  
 40 Year Paint Warranty  
 Roof & Sidewall Fasteners: Galvanized Painted Screws  
 Overhang - Gables/Eaves: 24 in / 24 in  
 Specialties: \* Butyl tape on roof panels laps  
 \* 1/2" osb protective liner 8 ft. up on interior  
 \* 10'x20' Loft with Stairs & Railing  
 \* Engineer Sealed Plans  
 \* Prevailing Wages Figured / No Sales Tax

Date:	9/26/2011
Name:	City of Mattoon Police Dept.
Address:	1710 Wabash Ave.
City / State / Zip:	Mattoon, IL. 61938
Phone:	
E-Mail:	
Priced By:	Noah Kauffman

Overhead Door(s): 2 -30ft x 14ft CHI Model 3240 Ribbed  
 Steel Non Insulated (1 on each gable)  
 Overhead Door Windows: none  
 Opener/ Remote: 2 -Heavy Duty Commercial  
 Sliding Door(s) on Eave: none  
 Sliding Door(s) on Gable: none  
 Entry Doors: 1 -Steel Plyco Blank Includes closer  
 and dead bolt  
 Gutters & Downspouts: none  
 Vented Ridge: 100 Ft  
 Ridge Light: 100 Ft  
 Wainscot: none  
 Cupola(s): none  
 Concrete: 60'x100'x5" Concrete Floor with 2-36"x  
 (Fill Not Included) 12"x30ft Doorway footings. Includes  
 plastic vapor barrier, sealer and  
 wire re-enforcement

#### Options (not included in price):

- \* 6" Gutters with 3"x4" downspouts .....\$1,300.00
- \* Concrete Perma Columns .....\$8,200.00
- \*
- \*

Buyer agrees not to occupy any part of structure w/o written consent until full payment, plus any extras, have been paid in full. Buyer agrees to obtain and pay for all required plans and permits. Buyer assumes responsibility for clean up and removal of construction debris. **Buyer to provide electricity; if generator rental is required, Buyer will be charged \$25.00 per day.** Drilling of postholes thru rock will incur additional charges for buyer. Buyer agrees to furnish level building site; contract does not include gravel or fill. Contractor assumes no responsibility for damage of underground wire, pipeline, etc. No warranty is expressed or implied on any material. except that expressed by manufacturer. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or diversion from above application involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Buyer is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Price includes material, labor, and tax unless otherwise indicated. **Extra Charge for Crimson Red, Dark Red, Hartford Green & Copper Colors..... Contractor will clean up and haul away scraps for \$75.00.**

We propose to furnish materials and labor in complete accordance with above specifications for the sum of:

**\$114,225.00**

#### Payment to be made as follows:

\$2,000.00 Deposit with Order  
 \$37,408.00 When Started  
 \$37,408.00 When Framed  
 \_\_\_\_\_ When Concrete Finished  
 \$37,409.00 When Substantially Complete

\_\_\_\_\_  
 Authorized Signature  
 \*This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal-** The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Metal Colors: Roof \_\_\_\_\_ Sidewalls \_\_\_\_\_ Wainscot \_\_\_\_\_ Trim \_\_\_\_\_ Doors \_\_\_\_\_

CONTRACTOR'S WARRANTY

The contractor signatory below Graber Buildings, Inc. ("Contractor") hereby guarantees City of Mattoon Police Dept. ("Owner") that the construction performed on that certain structure located at 1710 Wabash Ave Mattoon, IL to be free from defects in material including leaks and workmanship for a period of one year from the date of commencement of use, substantial completion or date of notice of completion, whichever is the first to occur:

This Standard Limited Warranty applies and is limited as follows:

1. To the property only as long as it remains in the possession of the original owner named above.
2. To the construction work that has not been subject to accident, misuse or abuse.
3. To the construction work that has not been modified, altered, defaced, or had repairs made or attempted by others.
4. That contractor be immediately notified in writing within ten (10) days of first knowledge of defect by owner or his agent.
5. That contractor shall be given first opportunity to make any repairs, replacements or corrections to the defective construction at no cost to owner within a reasonable period of time.
6. Under no circumstances shall contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

Graber Buildings, Inc.  
Contractor Name

Noah Kaufman  
Signature

9/28/11  
Date

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**Nothing follows**