

**CITY OF MATTOON, ILLINOIS    Rescheduled**  
**CITY COUNCIL AGENDA**  
**Wednesday**  
**September 2, 2009**

**5:30 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 August 18, 2009; Special Meeting August 24, 2009**

**Police Department Report for the month of July, 2009**

**Bills and Payroll last half of August, 2009**

**Council Decision Request 2009-1005: Declaring four Police Department weapons as surplus and authorizing the relinquishment to Ray O'Herron Company for credit.**

**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.*

- **Public comments/presentations and non-agenda items**
- **Public review and discussion of agenda items**

**NEW BUSINESS:**

- Motion – Approve Ordinance 2009-5279: Adopting the amendment of the municipal code Section 152.02, amending fence construction in residential zones. (Rankin)**
- Motion - Special Ordinance 2009-1354: Declaring surplus property, authorizing its sale or disposal, and authorizing a September 11, 2009 auction to be conducted at 3121 Cedar (Old Garment Factory). (Cline)**
- Motion - Special Ordinance 2009-1355: Authorizing the Mayor to sign an outright grant agreement by and between the City of Mattoon and Barbara L. Pendergast d/b/a Pat's Lounge, reimbursing up to \$30,613.63 from available Mid-town TIF revenues over a ten-year term for façade improvements located at 2019 Western Avenue. (Gover)**
- Motion - Special Ordinance 2009-1356: Authorizing the Mayor to sign an outright grant agreement by and between the City of Mattoon and John Woodruff d/b/a Express Drive Thrus, Inc., reimbursing up to \$32,000 from available Mid-town TIF revenues over a ten-year term for demolition and redevelopment of a building located at 1012 Charleston Avenue. (Gover)**
- Motion - Special Ordinance 2009-1357: Granting a variance from the front yard setback requirement for property located at 2421 Richmond Avenue. Michael Osborn – Petitioner. (Cline)**
- Motion - Special Ordinance 2009-1358: Authorizing the sale of Lot 76 in Lake Paradise Subdivision to John R. Armstrong, current owner of a home on leased premises at Lot 76, Lake Paradise Subdivision, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Commonly known as 2926 East Lake Paradise Road) (Rankin)**
- Motion - Special Ordinance 2009-1359: Authorizing the sale of Lot 83 in Lake Paradise Subdivision to John R. Armstrong, current owner of a home on leased premises at Lot 83, Lake Paradise Subdivision, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Commonly known as 1977 Scenic Lane) (Rankin)**
- Motion - Special Ordinance 2009-1360: Authorizing the sale of Lot 84 in Lake Paradise Subdivision to John R. Armstrong, current owner of a home on leased premises at Lot 84, Lake Paradise Subdivision, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Commonly known as 1945 Scenic Lane) (Rankin)**
- Motion - Special Ordinance 2009-1361: Authorizing the sale of Lot 85 in Lake Paradise Subdivision to John R. Armstrong, current owner of a home on leased premises at Lot 85, Lake Paradise Subdivision, and authorizing the Mayor to sign all documents necessary to complete the transaction. (Commonly known as 1935 Scenic Lane) (Rankin)**

- Motion - Resolution 2009-2785: Giving notice to the Illinois Department of Transportation of the time change for Christmas parade to be sponsored by the City of Mattoon. (Hall)**
- Motion - Council Decision Request 2009-1006: Approving a \$3,500 grant by the Tourism Advisory Committee from hotel/motel tax funds to Coles County Air Show to advertise their event held on August 29, 2009. (Hall)**
- Motion - Council Decision Request 2009-1007: Approving a \$1,000 grant by the Tourism Advisory Committee from hotel/motel tax funds to the Mattoon Ladies Golf Association to host the Illinois Women's State Senior Amateur Tournament to be held September 21-24, 2009. (Hall)**
- Motion - Council Decision Request 2009-1008: Approving a \$3,200 grant by the Tourism Advisory Committee from hotel/motel tax funds to the Mattoon High School to host the Mattoon High School Golf Invitational to be held September 11-12, 2009. (Hall)**
- Motion - Council Decision Request 2009-1009: Authorizing an application for a \$7,500 Justice Assistance Grant which requires a 25% match to be funded with Federal Sharing (Omega) Funds to purchase two Mobile Data Computers. (Cline)**
- Motion - Council Decision Request 2009-1010: Approving the plans and specifications for sidewalk removal and replacement along DeWitt Avenue from Logan Street to 14<sup>th</sup> Street and the south side of Champaign Avenue from 19<sup>th</sup> to 32<sup>nd</sup> Street; and authorizing the solicitation for two separate competitive bids. (Ervin)**
- Motion - Council Decision Request 2009-1011: Accepting maintenance proposals for West Lake Paradise Road from Earl Walker Company in the amount of \$13,344 for oil and chip; and Charles Heuerman in the amount of \$2,350 for CA-14 crushed stone. (Ervin)**
- Motion - Council Decision Request 2009-1012: Authorizing the Mayor to sign a contract with Who Skates of Kennebunkport, Maine in the amount of \$100,000 for the construction of the Roundhouse Skate Park. (Rankin)**
- Motion - Council Decision Request 2009-1013: Approving the IDOT agreement for the replacement of Charleston Avenue Bridge with a detour route on Marshall Avenue; and authorizing the Mayor to sign the document. (Ervin)**

**Recess to closed session pursuant to the Illinois Open Meetings Act for the purpose of considering the employment, performance or dismissal of employees of the municipality (5 ILCS 120(2)(c)(1)); the price for sale or lease of property (5 ILCS 120(2)(c)(6)); and the purchase or lease of real property (5 ILCS 120(2)(c)(5)).**

**Reconvene**

**Adjourn.**

# UNAPPROVED MINUTES:

## August 18, 2009 (Regular)

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on August 18, 2009.

Mayor David W. Cline presided and called the meeting to order at 6:30 p.m.

Mayor Cline led the Pledge of Allegiance.

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

Also physically present were City personnel: Interim City Administrator John Kolata, City Attorney & Treasurer J. Preston Owen, Police Chief David Griffith, Community Development Coordinator Kyle Gill, and City Clerk Susan O'Brien.

Mayor Cline seconded by Commissioner Gover moved to approve the consent agenda consisting of minutes of the regular meeting August 4, 2009; Fire Department report for the month of July, 2009 and Financial Report for July, 2009; Payroll and Bills for the first half of August, 2009.

### **Bills and payroll for the first of August, 2009**

		<b><u>General Fund</u></b>	
Payroll		\$	296,209.66
Bills		\$	1,008,232.35
	Total	\$	1,304,442.01
		<b><u>Hotel Tax Fund</u></b>	
Payroll		\$	2,638.07
Bills		\$	1,087.33
	Total	\$	3725.40
		<b><u>Festival Management</u></b>	
Bills		\$	16,130.94
	Total	\$	16,130.94
		<b><u>I-57 East TIF District</u></b>	
Bills		\$	172.53
	Total	\$	172.53
		<b><u>Water Fund</u></b>	
Payroll		\$	29,939.24

Bills		\$ 31,244.37
	Total	\$ 61,183.61
	<b><u>Sewer Fund</u></b>	
Payroll		\$ 31,553.15
Bills		\$ 70,218.28
	Total	\$ 101,771.43
	<b><u>Cemetery Fund</u></b>	
Payroll		\$ 5,252.94
Bills		\$ 1,354.71
	Total	\$ 6,607.65
	<b><u>Motor Fuel Tax</u></b>	
Bills		\$ 2,243.66
		\$ 2,243.66
	<b><u>Revolving Loan Fund</u></b>	
		\$ 90.00
Bills		\$ 90.00
	<b><u>Health Insurance</u></b>	
Bills		\$ 66,735.95
	Total	\$ 66,735.95

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

Mayor Cline opened the floor for non-agenda communications. There was no discussion.

Mayor Cline opened the floor for review and discussion of agenda items. Administrator Kolata reviewed each of the items on the agenda with Council and City staff discussing the fence ordinance and possible amendments.

Mrs. Jackie Record addressed the Council with regard to a missing main door at the Depot, which was to be investigated.

Mr. Herb Meeker of the Journal Gazette inquired about changes to the Waterfowl Hunting Rules. Commissioner Gover stated his request for the Public Works Advisory Board (PWAB) to review proposed changes before Council consideration. Commissioner Ervin explained the conformance with State statutes and additional safety concerns without the review of the PWAB.

Mayor Cline seconded by Commissioner Hall moved to remove Ordinance 2009-5278 from the table.

Mayor Cline called for comments. No additional comments.

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

Mayor Cline seconded by Commissioner Gover moved to adopt Ordinance 2009-5278 (Substitute), amending Chapter 152 of the Municipal Code; and approving updated fence regulations, as amended.

Commissioner Rankin seconded by Commissioner Hall moved to amend Ordinance 2009-5278 (Substitute), amending Chapter 152 of the Municipal Code; and approving updated fence regulations by adding to Section § 152.06 PERMIT REQUIRED the language of “Vegetation fences are exempt from obtaining a permit.”

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## CITY OF MATTOON, ILLINOIS

### ORDINANCE NO. 2009-5278 (SUBSTITUTE)

#### AN ORDINANCE AMENDING THE MATTOON CODE OF ORDINANCES TO UPDATE THE FENCING REGULATIONS

**WHEREAS**, the City of Mattoon currently has an ordinance that regulates the alteration and construction of fences within the City; and

**WHEREAS**, there are portions of the fence ordinance which are outdated and need to be updated; and

**WHEREAS**, City staff has written updates to the fence ordinance and the Planning Commission has made recommendations to those updates.

**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. Amendments.** Chapter 152 of the Code of Ordinances of the City of Mattoon is hereby repealed. Chapter 152 is reenacted as follows:

#### CHAPTER 152: FENCE CONSTRUCTION

##### Section

- [152.01](#) Construction materials allowed
- [152.02](#) Residential zones
- [152.03](#) Commercial and Industrial zones

<a href="#">152.04</a>	Commercial and Industrial zones used as residential property
<a href="#">152.05</a>	Vegetation fences
<a href="#">152.06</a>	Permit required
<a href="#">152.99</a>	Penalty

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**§ 152.01 CONSTRUCTION MATERIALS.**

- (1) Permitted materials. Fences may be constructed of stone, brick, masonry or concrete, with proper foundation for stability, or wooden boards, or pickets, chain link, metal tubing, wrought iron or other such metals having no horizontal projections which might be hazardous, plastic and other new materials designed specifically for the construction fencing.
- (2) Prohibited materials.
  - (a) No person shall use rope, string, wire products including, but not limited to chicken wire, hog wire, wire fabric, barbed wire (except as allowed in other sections of this code), razor ribbon wire and similar welded or woven wire fabrics, chain, netting, cut or broken glass, paper, metal panels, corrugated metal panels, galvanized sheet metal, plywood, fiberglass panels or plastic panels in any fence or any other materials that are not manufactured specifically as fencing materials. The building official of the building inspection division of the community development department may require the applicant to provide the manufacturer's standards to establish the intended use of a proposed fencing material.
  - (b) No person shall construct, install or permit an electrically charged fence of any kind in the city.
  - (c) No person shall construct a fence of wood, metal or plastic products that are not specifically for fence construction.
  - (d) No person shall construct a fence of damaged or unsafe materials.

[Penalty, see § 152.99](#)

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**§ 152.02 RESIDENTIAL ZONES.**

Fences constructed upon any lot or parcel of real estate located in a residential zoned district shall not exceed four feet in height from the building line to any street property line and shall not otherwise exceed six feet in height. On a corner lot, the four feet height requirement shall apply to the front yard in which the front entry of the structure is facing. Furthermore on a corner lot the vision clearance shall conform to Section 159.51 of the Zoning Ordinance and shall apply to all street intersection and any entrance to a public right of way from a street, alley or driveway.

[Penalty, see § 152.99](#)

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**§ 152.03 COMMERCIAL AND INDUSTRIAL ZONES.**

In Zones C-3 Commercial, C-4 General Commercial, and I-Industrial districts, the owner of commercial and industrial property therein may erect and construct upon said property a protective cyclone chain link metal fence, screening or privacy fence not to exceed eight feet in height; and further provided that fences shall be free of signs and shall be subject to the provisions of the Building Code and Zoning Ordinances of the city. On such eight foot high protective cyclone chain link metal fences, barbed wire may be used on the top one foot of such fence. Barbed wire may not be used on any other fence constructed in the city.

[Penalty, see § 152.99](#)

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**§ 152.04 COMMERCIAL AND INDUSTRIAL ZONES USED AS RESIDENTIAL PROPERTY.**

Any parcel or lot zoned C-3 Service Commercial, C-4 General Commercial or I-Industrial which is primarily used as residential property, shall conform to [§ 152.02](#) hereof with respect to the construction of fences.

[Penalty, see § 152.99](#)

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**§ 152.05 VEGETATION FENCES.**

The same regulations that apply to fences shall apply to vegetation fences as to the height from the building line to any street line. Vegetation fences shall be cut back and trimmed smooth on the outside thereof so as not to encroach upon any sidewalk, street, alley line, or vision clearance triangle, defined in Sections 159.51 of the Zoning Ordinance.

[Penalty, see § 152.99](#)

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**§ 152.06 PERMIT REQUIRED.**

It shall be unlawful for any person to erect, construct, enlarge, alter, replace any fence regulated by this article without first obtaining a permit for each fence and a fee of \$12.00 been paid to the Building Inspections Office or other authorized municipal agency and approved by the Building Inspector. The Building Inspector may revoke a permit or approval issued under the provisions of this section in case of any false statement or misrepresentation of fact in the application or on the plans on which the permit or approval was based.

Vegetation fences are exempt from obtaining a permit.

[Penalty, see § 152.99](#)

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**§ 152.99 PENALTY.**

Any person who shall erect, construct, enlarge, alter or replace any fence, without obtaining a permit before the commencement of work shall be in violation of this chapter, shall pay a permit fee of \$36.00 and could be fined not less than \$10 nor more than \$500, and shall be liable to further penalty of not less than \$10 nor more than \$500 for each day the same is suffered to remain after the first conviction of an offense hereunder.

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

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

Upon motion by Mayor Cline, seconded by Commissioner Gover, adopted this 18<sup>th</sup> day of August, 2009, by a roll call vote, as follows:

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

NAYS (Names):     None

ABSENT (Names):  None

Approved this 18th day of August, 2009.

/s/ David W. Cline, Mayor  
City of Mattoon, Coles County, Illinois

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

APPROVED AS TO FORM:  
/s/ J. Preston Owen  
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on August 19, 2009.

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

Mayor Cline seconded by Commissioner Ervin moved to approve Council Decision Request 2009-999, authorizing the Mayor and Police Chief to apply for a fully-funded Justice assistance Grant through the Illinois Criminal Justice Information Authority in the amount of \$20,621.00 to purchase a squad car.

Mayor Cline called for comments or questions. No additional comments.

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

Mayor Cline seconded by Commissioner Ervin moved to adopt Special Ordinance 2009-1352, granting a front yard setback for a covered front porch and garage addition located at 2920 Washington. Wayne Kirby – Petitioner

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**CITY OF MATTOON, ILLINOIS  
SPECIAL ORDINANCE NO. 2009-1352**

**AN ORDINANCE GRANTING A VARIANCE FROM BUILDING SET BACK  
REQUIREMENTS TO ENABLE CONSTRUCTION OF A COVERED PORCH AND  
ADDITION TO THE GARAGE AT 2920 WASHINGTON AVENUE**

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

Lot thirty (30), Block B of Green Ridge Subdivision, of the City of Mattoon, Coles County, Illinois; commonly known as 2920 Washington Ave., Mattoon

**WHEREAS**, said petition requests that a variance be granted pursuant to applicable ordinances of the municipality to allow construction of a new covered porch and an addition to the front of the garage, which will reduce the front yard setback on Washington Ave.; and

**WHEREAS** the zoning code requires a 25-foot front yard setback from both streets on corner lots in R1, Single Family Residence Zoning District; and

**WHEREAS** the Zoning Board of Appeals held a properly noticed, public hearing on August 4<sup>th</sup>, 2009 regarding petitioner's request for said variance; and

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

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

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

**Section 1.** Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of

Ordinances, the property legally described as aforesaid, be and the same is granted a variance of the front yard setback requirement to enable construction of a covered front porch, extending ten feet out from the main structure, and an addition to the front of the garage at 2920 Washington Avenue.

**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 Cline, seconded by Commissioner Ervin, adopted this 18th day of August, 2009, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): None

Approved this 18th day of August, 2009.

/s/ David W. Cline  
David W. Cline, 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 August 19, 2009.

Mayor Cline noted passage at the Zoning Board of Appeals and Planning Commission meetings.

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

Commissioner Gover seconded by Commissioner Rankin moved to adopt Resolution 2009-2784, accepting a grant from the Illinois Housing Development Authority's energy saving Retrofit program, RET-50174, to provide energy efficient devices for lower income single family homeowners to be administered by Coles County Regional Planning & Development Commission.

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**CITY OF MATTOON, ILLINOIS**

**RESOLUTION NO. 2009-2784**

**A RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S RETROFIT PROGRAM, RET-50174.**

**WHEREAS**, the Illinois Housing Development Authority (the "Authority"), has agreed to allocate funds (the "Grant") to the City of Mattoon (the "Sub-Grantee") to make grants to certain households for the installation of energy efficiency measures under the Authority's Low Income Energy Efficient Residential Retrofit Program (the "Program"), and the Sub-Grantee will administer the funds allocated pursuant to such Grant, and the Sub-Grantee's execution of certain documents, including but not limited to the Grant Agreement (the "Agreement"), is required in connection with the Grant.

**THEREFORE BE IT RESOLVED**, that the Sub-Grantee shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sub-Grantee, which shall be used by the Sub-Grantee to lend funds to eligible households for the installation of energy efficiency measures in single family owner-occupied homes, all in accordance with the terms and conditions as set forth in the Agreement.

**FURTHER RESOLVED**, that the Mayor of the Sub-Grantee, and the City Clerk of the Sub-Grantee, are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sub-Grantee the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sub-Grantee to perform its obligations under the Agreement.

**FURTHER RESOLVED**, that the Mayor and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

**FURTHER RESOLVED**, that the Sub-Grantee hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

Upon motion by Commissioner Gover, seconded by Commissioner Rankin, adopted this 18<sup>th</sup> day of August, 2009, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): None

Approved this 18th day of August, 2009.

/s/ David W. Cline  
David W. Cline, 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 August 19, 2009.

Mayor Cline called for comments. No additional comments.

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

Commissioner Rankin seconded by Commissioner Ervin moved to approve Council Decision Request 2009-1000, authorizing the Mayor to sign a Letter of Intent to enter into an energy performance contract with Siemens Building Technologies.

Mayor Cline called for comments. Commissioner Hall stated his concern of commitment of the \$18,000 with Council, Administrator Kolata, Attorney & Treasurer Owen and Director Wortman discussing the financing of a potential project, viability of a project, and scenarios where the \$18,000 would have to be expended.

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

Commissioner Rankin seconded by Commissioner Ervin moved to approve Council Decision Request 2009-1001, authorizing the Mayor to sign a design and construction phase architecture contract with Hance, Utz & Associates for the Public Works Building located on South 5<sup>th</sup> Place.

Mayor Cline called for comments. Commissioner Hall inquired if the action would grant permission to move forward on the project without Council consideration. Director Wortman stated negatively and re-emphasized the action was authorizing the design and construction phase architecture contract.

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

Mayor Cline.

Commissioner Rankin seconded by Commissioner Ervin moved to approve Council Decision Request 2009-1002, approving the revised Waterfowl Hunting Rules at Lake Mattoon.

Mayor Cline called for comments. Commissioner Gover reiterated his request for PWAB review before Council consideration.

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

Commissioner Rankin seconded by Commissioner Gover moved to approve Council Decision Request 2009-1003, authorizing the Mayor and City Clerk to sign an Agreement for Warranty Deed with Jack Gilbert, Sr. pertaining to a 0.1 acre parcel of property at Lake Mattoon.

Mayor Cline called for comments. No additional comments.

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

Commissioner Gover seconded by Commissioner Hall moved to adopt Special Ordinance 2009-1353, authorizing the Mayor to sign an outright grant agreement by and between the City of Mattoon and Marilyn McClean reimbursing up to \$45,000 over ten years from available Midtown TIF revenues for façade improvements to a building located at 1813 Broadway Avenue.

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## **CITY OF MATTOON, ILLINOIS**

### **SPECIAL ORDINANCE NO. 2009-1353**

#### **AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND MARILYN MCCLEAN IN CONNECTION WITH THE MATTOON MIDTOWN REDEVELOPMENT PROJECT AREA**

**WHEREAS**, Marilyn McClean (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 Gover, seconded by Commissioner Hall, adopted this 18th day of August, 2009, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): None

Approved this 18th day of August, 2009.

/s David W. Cline  
/s/David W. Cline, 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 August 19, 2009.

Attachment (1) - EXHIBIT "A"

Mayor Cline called for comments. No additional comments.

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

Commissioner Gover seconded by Commissioner Hall moved to approve the Council Decision Request 2009-1004, authorizing the Mayor to sign Change Order #6 with Gunloh Construction in the amount of \$1,872.72 for the Depot Project.

Mayor Cline called for comments. No additional comments.

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

Commissioner Hall seconded by Commissioner Ervin moved to adjourn at 7:33 p.m.

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

/s/ Susan J. O'Brien  
City Clerk

## **August 24, 2009 (Special)**

The City Council of the City of Mattoon held a special meeting at the Community Unit School District #2 Administration Building located at 1701 Charleston Avenue; Mattoon, Illinois on August 24, 2009.

Mayor David W. Cline presided and called the meeting to order at 2:58 p.m.

Mayor Cline led the Pledge of Allegiance.

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

Mayor Cline seconded by Commissioner Gover moved to recess to closed session at 2:59

p.m. pursuant to the Illinois Open Meetings Act the purpose of considering the employment, performance or dismissal of employees of the municipality (5 ILCS 120(2)(c)(1)).

[During closed session the Council recessed until August 25, 2009 at 2:57 p.m. at the Community Unit School District #2 Administration Building located at 1701 Charleston Avenue; Mattoon, Illinois for continued consideration of employment, performance or dismissal of employees of the municipality (5 ILCS 120(2)(c)(1)).]

Council reconvened at 5:28 p.m. on August 25, 2009.

Commissioner Hall seconded by Commissioner Gover moved to adjourn at 5:28 p.m.

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

/s/ Susan J. O'Brien  
City Clerk

# **DEPARTMENT REPORTS:**

**BEGIN ON NEXT PAGE**

**MATTOON POLICE DEPARTMENT MONTHLY REPORT  
MONTH OF JULY 2009**

	<i>NUMBER</i>	<i>INCOME</i>	<i>EXPENSE</i>
<b>CALLS</b>			
DISPATCHED FOR MONTH	2,400		

**ARRESTS**

CITY COMPLAINTS	89		
STATE COMPLAINTS	53		
RELEASED PENDING INVESTIGATION	3		
CITY COURT FINES COLLECTED		\$1,919.00	
TRAFFIC FINES COLLECTED		\$5,478.25	
DUI EQUIPMENT FEES COLLECTED		\$1,332.00	
DRUG RELATED OFFENSE FINES COLLECTED		\$0.00	
DRUG CRIME LAB FEES		\$90.00	
POLICE VEHICLE FUND (COURT SUPERVISION)		\$300.00	
EMERGENCY RESPONSE		\$0.00	
<b>*TOTAL*</b>	145		

**ILLEGAL PARKING**

HANDICAP TICKETS @ \$250.00	0 (\$0.00)		
OTHER TICKETS @ \$10.00	13 (\$130.00)		
2 HR. TICKETS @ \$5.00	0 (\$0.00)		
2 HR. TICKETS OVER 72 HRS. @ \$10.00	0 (\$0.00)		
RESERVED TICKETS @ \$25.00	0 (\$0.00)		
RESERVED TICKETS OVER 72 HRS. @ \$35.00	0 (\$0.00)		
<b>*TOTAL TICKETS PAID*</b>	13 (\$130.00)	\$130.00	

**REVENUE FROM PHOTOSTAT MACHINE**

<b>*TOTAL*</b>		\$673.40	
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**REVENUE FROM SEX OFFENDER REGISTRATION**

<b>*TOTAL*</b>		\$30.00	
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**ACCIDENTS**

ACCIDENTS REPORTED FOR MONTH	50		
INJURIES REPORTED FOR MONTH	15		
DEATHS REPORTED FOR MONTH	0		

**VEHICLES**

MILES VEHICLES DRIVEN	28,604		
GALLONS OF GASOLINE	2,406.30		
REPAIR COSTS FOR POLICE DEPT VEHICLES			\$5,882.19

**JAIL**

COST OF MEALS FOR PRISONERS			\$6.38
REVENUE FROM BOND FEES		\$500.00	

<b>*TOTAL INCOME - JULY 2009*</b>		<b>\$10,452.65</b>	
<b>*TOTAL EXPENSE - JULY 2009*</b>			<b>\$5,888.57</b>

PREPARED BY: DEBBIE SPARR  
DATE: AUGUST 20, 2009

# **BILLS & PAYROLL:**

BEGINS ON NEXT PAGE

CITY OF MATTOON  
8-21-09 PAYROLL  
8-1-09/8-14-09

	G/L ACCOUNT	ACCOUNT NAME	AMOUNT
CITY COUNCIL	110 5110-111	SALARIES OF REG EMPLOYEEES	1,476.91
CITY CLERK	110 5120-111	SALARIES OF REG EMPLOYEEES	5,064.31
	110 5120-114	COMPENSATED ABSENCES	153.14
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEEES	1,119.92
	110 5150-114	COMPENSATED ABSENCES	94.51
LEGAL SERVICES	110 5160-111	SALARIES OF REG EMPLOYEEES	1,335.06
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEEES	3,679.56
	110 5170-114	COMPENSATED ABSCENSES	244.82
PLANNING & ZONING	110 5180-111	SALARIES OF REG EMPLOYEEES	1,028.44
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEEES	12,737.59
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEEES	8,204.98
	110 5212-113	OVERTIME	134.95
PATROL	110 5213-111	SALARIES OF REG EMPLOYEEES	66,245.17
	110 5213-113	OVERTIME	1,588.27
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEEES	2,195.05
POLICE RECORDS	110 5216-111	SALARIES OF REG EMPLOYEEES	5,969.17
TRAFFIC CONTROL	110 5220-111	SALARIES OF REG EMPLOYEEES	96
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEEES	2,034.04
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEEES	67,879.09
	110 5241-113	OVERTIME	4,036.39
	110 5241-114	COMPENSATED ABSENCES	13,846.11
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEEES	3,197.25
	110 5261-114	COMPENSATED ABSENCES	116.6
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEEES	3,631.20
	110 5310-114	COMPENSATED ABSENCES	1,483.02
STREETS	110 5320-111	SALARIES OF REG EMPLOYEEES	17,283.80
	110 5320-112	SALARIES OF TEMP EMPLOYEEES	1,400.00
	110 5320-113	OVERTIME	341.01
	110 5320-114	COMPENSATED ABSENCES	1,560.96
YARD WASTE COLLECTION	110 5335-111	SALARIES OF REG EMPLOYEEES	2,608.66
	110 5335-112	SALARIES OF TEMP EMPLOYEEES	520
	110 5335-113	OVERTIME	50.72
CONSTRUCTION INSPECTION	110 5370-111	SALARIES OF REG EMPLOYEEES	2,115.06
	110 5370-112	SALARIES OF TEMP. EMPLOYEEES	1,694.74
	110 5370-113	OVERTIME	268.13
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEEES	2,252.76
	110 5381-114	COMPENSATED ABSENCES	286.36
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEEES	1,206.42
	110 5390-114	COMPENSATED ABSENCES	122.38
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEEES	7,184.87
	110 5511-112	SALARIES OF TEMP EMPLOYEEES	2,720.00
	110 5511-114	COMPENSATED ABSENCES	173.3
LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEEES	2,022.34
	110 5512-112	SALARIES OF TEMP EMPLOYEEES	2,201.50
	110 5512-113	OVERTIME	590.49
		*** FUND 110 TOTALS ***	254,195.05

CITY OF MATTOON  
8-21-09 PAYROLL  
8-1-09/8-14-09

HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	1,666.65
	122 5653-112	SALARIES OF TEMP EMPLOYEES	654
		*** FUND 122 TOTALS ***	2,320.65
RESERVOIRS & WATER SOURCES	211 5351-111	SALARIES OF REG EMPLOYEES	2,962.90
	211 5351-112	SALARIES OF TEMP EMPLOYEES	192
	211 5351-113	OVERTIME	48.08
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	11,213.25
	211 5353-113	OVERTIME	571.68
	211 5353-114	COMPENSATED ABSENCES	1,135.09
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	5,759.64
	211 5354-112	SALARIES OF TEMP EMPLOYEES	24
	211 5354-113	OVERTIME	173.01
	211 5354-114	COMPENSATED ABSENCES	1,921.57
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	4,271.58
	211 5355-114	COMPENSATED ABSENCES	297.91
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	2,648.79
	211 5356-114	COMPENSATED ABSENCES	272.24
		*** FUND 211 TOTALS ***	31,491.74
SANITARY SEWER MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	5,143.65
	212 5342-112	SALARIES OF TEMP EMPLOYEES	24
	212 5342-113	OVERTIME	127.19
	212 5342-114	COMPENSATED ABSENCES	1,171.87
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	11,884.42
	212 5344-114	COMPENSATED ABSENCES	794.35
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	4,362.38
	212 5345-114	COMPENSATED ABSENCES	297.93
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	2,648.78
	212 5346-114	COMPENSATED ABSENCES	272.24
		*** FUND 212 TOTALS ***	26,726.81
MAINTENANCE & OPERATIONS	213 5361-111	SALARIES OF REG EMPLOYEES	2,711.08
	213 5361-112	SALARIES OF TEMP EMPLOYEES	1,914.00
		*** FUND 213 TOTALS ***	4,625.08
		*** GRAND TOTALS ***	319,359.33

CITY OF MATTOON  
8-21-09 PAYROLL  
8-1-09/8-14-09

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

PAY CODE	NO OF TIMES	HOURS	AMOUNT	
REGULAR PAY	37		2,752.75	45,828.11
OVERTIME PAY	21		233.75	7,868.25
VACATION PAY	21		327	8,009.96
SALARY PAY	34		10,574.20	240,276.38
HOLIDAY PAY-REGULAR	14		96.95	2,062.85
VACATION PAY	10		408	8,785.80
SICK PAY-AFSCME	3		64	1,474.72
SHIFT PAY	1		160	112
PEHP	25		25	437.5
COMP PAID	14		14	330.2
SICK-NON UNION	4		41.75	913.61
SICK-FD UNION	6		144	3,056.38
SHIFT PAY	2		236.5	141.9
COMP EARNED	8.63		8.63	0
STRAIGHT OT POLICE	1		2.5	61.67

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 110 CITY COUNCIL

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-000739	ITIA OFFICE	I-200908210883	110 5110-562	TRAVEL & TRAI:	FALL CONFERENCE CLIN	099471	370.00	
							370.00	
						VENDOR 01-000739 TOTALS	370.00	
							370.00	
DEPARTMENT 110 CITY COUNCIL							TOTAL:	370.00
-----								
01-009800	COLES CO CLERK & RECOR	I-5061	110 5120-519	OTHER PROFESS:	RECORD ORD 2008-1307	099554	38.00	
01-009800	COLES CO CLERK & RECOR	I-5255	110 5120-519	OTHER PROFESS:	RELEASE LIEN 2301 CH	099554	34.00	
01-009800	COLES CO CLERK & RECOR	I-5357	110 5120-519	OTHER PROFESS:	RECORD ORDINANCES-CI	099554	72.00	
							144.00	
						VENDOR 01-009800 TOTALS	144.00	
01-023800	CONSOLIDATED COMMUNICA	I-200908270983	110 5120-532	TELEPHONE	: 235-5654	099561	255.38	
							255.38	
						VENDOR 01-023800 TOTALS	255.38	
01-024060	IL DEPT OF NATURAL RES	I-200908260912	110 5120-802	HUNTING/FISHI:	HUNT/FISH 8-18/24 CI	000000	12.00	
							12.00	
						VENDOR 01-024060 TOTALS	12.00	
01-024075	IL DEPT OF PUBLIC HEAL	I-200908280986	110 5120-801	VITAL RECORDS:	AUGUST 09 VR FEES	099585	526.00	
							526.00	
						VENDOR 01-024075 TOTALS	526.00	
01-033000	UNITED STATES POSTAL S	I-200908270984	110 5120-531	POSTAGE	: POSTAGE 6/5-8/26	099627	105.38	
							105.38	
						VENDOR 01-033000 TOTALS	105.38	
01-043522	STAPLES CREDIT PLAN	I-9988164001	110 5120-311	OFFICE SUPPLI:	OFFICE SUPPLIES	099622	59.23	
							59.23	
						VENDOR 01-043522 TOTALS	59.23	
							1,101.99	
DEPARTMENT 120 CITY CLERK							TOTAL:	1,101.99
-----								
01-000739	ITIA OFFICE	I-200908210883	110 5130-562	TRAVEL & TRAI:	FALL CONFERENCE CLIN	099471	295.00	
							295.00	
						VENDOR 01-000739 TOTALS	295.00	

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002283	JOHN D KOLATA	I-200908170875	110 5130-579	MISC OTHER PU:	ADMINISTRATIVE SERVI	099464	3,365.00
01-002283	JOHN D KOLATA	I-200908260908	110 5130-562	TRAVEL & TRAI:	TRAVEL 8-20/22	099588	201.69
						VENDOR 01-002283 TOTALS	3,566.69
01-024100	IL DEPT OF REVENUE	I-200908170877	110 5130-579	MISC OTHER PU:	KOLATA TAXES	000000	35.00
						VENDOR 01-024100 TOTALS	35.00
01-027330	INTERNAL REVENUE SERVI	I-200908170876	110 5130-579	MISC OTHER PU:	KOLATA TAXES	000000	100.00
						VENDOR 01-027330 TOTALS	100.00
01-043522	STAPLES CREDIT PLAN	I-9988164001	110 5130-311	OFFICE SUPPLI:	OFFICE SUPPLIES	099622	27.98
						VENDOR 01-043522 TOTALS	27.98
						DEPARTMENT 130 CITY ADMINISTRATOR TOTAL:	4,024.67
01-023800	CONSOLIDATED COMMUNICA	I-200908270983	110 5150-532	TELEPHONE	: 235-5654	099561	93.92
						VENDOR 01-023800 TOTALS	93.92
						DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:	93.92
01-001996	COLES-CUMBERLAND BAR A	I-200908260939	110 5160-571	DUES & MEMBER:	DUES OWEN	099559	200.00
						VENDOR 01-001996 TOTALS	200.00
01-002170	BUSINESS CARD	I-200908260934	110 5160-562	TRAVEL & TRAI:	ROCS	099546	44.00
						VENDOR 01-002170 TOTALS	44.00
01-004395	PETTY CASH	I-200908270977	110 5160-579	OTHER PURCHAS:	FUEL FOR CAR	099609	10.00
						VENDOR 01-004395 TOTALS	10.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 160 LEGAL SERVICES

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033000	UNITED STATES POSTAL S	I-200908270984	110 5160-311	OFFICE SUPPLI:	POSTAGE 6/5-8/26	099627	28.94
						VENDOR 01-033000 TOTALS	28.94
			DEPARTMENT 160	LEGAL SERVICES	TOTAL:		282.94
01-002170	BUSINESS CARD	I-200908260934	110 5170-316	TOOLS & EQUIP:	RADIOSHACK	099546	11.18
						VENDOR 01-002170 TOTALS	11.18
01-020975	HEART TECHNOLOGIES INC	I-10252992	110 5170-516	TECHNOLOGY SU:	MIS CONTRACT	099579	9,700.00
						VENDOR 01-020975 TOTALS	9,700.00
01-023800	CONSOLIDATED COMMUNICA	I-200908210880	110 5170-854	WIDE AREA NET:	101-0937	099468	88.07
01-023800	CONSOLIDATED COMMUNICA	I-200908210881	110 5170-854	WIDE AREA NET:	101-5520	099468	88.07
						VENDOR 01-023800 TOTALS	176.14
			DEPARTMENT 170	COMPUTER INFO SYSTEMS	TOTAL:		9,887.32
01-033000	UNITED STATES POSTAL S	I-200908270984	110 5180-531	POSTAGE	: POSTAGE 6/5-8/26	099627	20.14
						VENDOR 01-033000 TOTALS	20.14
			DEPARTMENT 180	PLANNING & ZONING	TOTAL:		20.14
01-020975	HEART TECHNOLOGIES INC	I-10253001	110 5190-319	MISCELLANEOUS:	CAMERA EQUIPMENT	099579	3,511.77
						VENDOR 01-020975 TOTALS	3,511.77
			DEPARTMENT 190	COUNCIL CONTINGENCY	TOTAL:		3,511.77
01-000126	COLES CO HEALTH DEPT	I-148	110 5211-519	OTHER PROFESS:	VACCINATION	099555	35.00
						VENDOR 01-000126 TOTALS	35.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 211 POLICE ADMINISTRATION

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-200908260934	110 5211-571	DUE & MEMBERS: IAELEI INC		099546	50.00
01-002170	BUSINESS CARD	I-200908260934	110 5211-316	TOOLS & EQUIP: WALMART		099546	54.31
VENDOR 01-002170 TOTALS							104.31
01-002217	FBINAA	I-200908210886	110 5211-571	DUE & MEMBERS: WEINSTOCK CONF 9/23-		099470	200.00
VENDOR 01-002217 TOTALS							200.00
01-011700	DELL MARKETING LP	I-XD99CX4T8	110 5211-863	DESKTOP COMPU: WEINSTOCKA	NOTEBOOK	099565	1,599.36
VENDOR 01-011700 TOTALS							1,599.36
01-038400	PITNEY BOWES INC	I-5093316-AU09	110 5211-531	POSTAGE	: POSTAGE METER LEASE	099610	140.00
VENDOR 01-038400 TOTALS							140.00
01-043522	STAPLES CREDIT PLAN	I-1677156001	110 5211-311	OFFICE SUPPLI: OFFICE SUPPLIES		099474	2.48
VENDOR 01-043522 TOTALS							2.48
DEPARTMENT 211 POLICE ADMINISTRATION TOTAL:							2,081.15
01-002170	BUSINESS CARD	I-200908260934	110 5212-319	MISCELLANEOUS: B & H		099546	84.75
VENDOR 01-002170 TOTALS							84.75
01-011700	DELL MARKETING LP	I-XD975RMW4	110 5212-863	COMPUTERS	: SPURGEONE DVD DRIVE	099565	86.39
VENDOR 01-011700 TOTALS							86.39
DEPARTMENT 212 CRIMINAL INVESTIGATION TOTAL:							171.14
01-002178	AFIX TECHNOLOGIES, INC	I-09-08-17-02	110 5213-579	MISC OTHER PU: AFIX TRACKER SUPPORT		099536	5,550.00
VENDOR 01-002178 TOTALS							5,550.00
DEPARTMENT 213 PATROL TOTAL:							5,550.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 214 K-9 SERVICE

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-007080	CLYDE'S ANIMAL CLINIC	I-213203	110 5214-579	MISC OTHER PU:	8/20 GORO VET	099549	77.16	
					VENDOR 01-007080 TOTALS		77.16	
DEPARTMENT 214 K-9 SERVICE							TOTAL:	77.16
01-000933	DAVID VANDERPORT	I-200908260955	110 5221-562	TRAVEL & TRAI:	MEALS 8/13	099628	6.50	
					VENDOR 01-000933 TOTALS		6.50	
01-000936	TRAVIS EASTON	I-200908260956	110 5221-562	TRAVEL & TRAI:	MEALS 8/13	099568	6.50	
					VENDOR 01-000936 TOTALS		6.50	
01-002170	BUSINESS CARD	I-200908260934	110 5221-316	TOOLS & EQUIP:	PACT INC	099546	153.85	
					VENDOR 01-002170 TOTALS		153.85	
DEPARTMENT 221 POLICE TRAINING							TOTAL:	166.85
01-000143	COLES CO 911	I-09-81009	110 5222-579	MISC OTHER PU:	DISPATCH SERVICES	099467	137,661.07	
01-000143	COLES CO 911	I-18-7410-64	110 5222-579	MISC OTHER PU:	ANALOG SYSTEM	099467	466.29	
					VENDOR 01-000143 TOTALS		138,127.36	
01-002019	BARBECK COMMUNICATIONS	I-332306-48	110 5222-535	RADIOS	: MAINTENANCE	099540	485.25	
					VENDOR 01-002019 TOTALS		485.25	
01-023800	CONSOLIDATED COMMUNICA	I-200908210887	110 5222-532	TELEPHONE	: 045-2243	099468	41.89	
					VENDOR 01-023800 TOTALS		41.89	
DEPARTMENT 222 COMMUNICATION SERVICES							TOTAL:	138,654.50
01-001404	RYAN HURST	I-200908260954	110 5223-326	FUEL	: FUEL 8/3-8	099584	25.00	
					VENDOR 01-001404 TOTALS		25.00	

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 223 AUTOMOTIVE SERVICES

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001487	AUTOZONE, INC.	I-0637410676	110 5223-318	VEHICLE PARTS:	HALOGEN BULB	099518	37.98
							37.98
						VENDOR 01-001487 TOTALS	37.98
01-013900	D-R AUTO BODY SHOP	I-200908270982	110 5223-434	REPAIR OF VEH:	INSTALL STRIPE KIT	099562	200.00
							200.00
						VENDOR 01-013900 TOTALS	200.00
01-041000	SECRETARY OF STATE	I-200908260957	110 5223-319	MISCELLANEOUS:	RENEW STICKERS	099619	158.00
							158.00
						VENDOR 01-041000 TOTALS	158.00
						420.98	
DEPARTMENT 223 AUTOMOTIVE SERVICES						TOTAL:	420.98
-----							
01-008600	COLES MOULTRIE ELECTRI	I-200908260958	110 5224-322	ELECTRICITY :	PISTOL RANGE	099558	51.28
							51.28
						VENDOR 01-008600 TOTALS	51.28
01-031000	LORENZ SUPPLY CO.	I-220594	110 5224-312	CLEANING SUPP:	CUPS,TOWELS,LINERS	099592	105.01
							105.01
						VENDOR 01-031000 TOTALS	105.01
01-033800	MATTOON WATER DEPT	I-200908110831	110 5224-410	UTILITY SERVI:	1710 WABASH	000000	123.20
01-033800	MATTOON WATER DEPT	I-200908110832	110 5224-410	UTILITY SERVI:	221 S 17TH	000000	26.10
							149.30
						VENDOR 01-033800 TOTALS	149.30
						305.59	
DEPARTMENT 224 POLICE BUILDINGS						TOTAL:	305.59
-----							
01-000550	ALEXANDERS AUTO PARTS	I-200908260940	110 5241-316	TOOLS & EQUIP:	HOSE,ARMORALL,HOSE C	099537	9.13
01-000550	ALEXANDERS AUTO PARTS	I-200908260940	110 5241-319	MISCELLANEOUS:	HOSE,ARMORALL,HOSE C	099537	141.88
							151.01
						VENDOR 01-000550 TOTALS	151.01
01-001070	AMERENCIPS	I-200908210882	110 5241-321	NATURAL GAS &:	1801 PRAIRIE	099466	53.49
01-001070	AMERENCIPS	I-200908250901	110 5241-321	NATURAL GAS &:	2700 MARSHALL STA 3	099517	45.12
01-001070	AMERENCIPS	I-200908260907	110 5241-321	NATURAL GAS &:	HWY 16 STA 2	099517	35.45
							134.06
						VENDOR 01-001070 TOTALS	134.06

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001852	ROCKE OVERHEAD DOORS	I-10407	110 5241-432	REPAIR OF BUI:	COMMERCIAL OPENER	099615	1,010.00
					VENDOR 01-001852 TOTALS		1,010.00
01-002019	BARBECK COMMUNICATIONS	I-332673-48	110 5241-535	RADIOS	: BATTERY MNTCE SYSTEM	099540	595.00
					VENDOR 01-002019 TOTALS		595.00
01-002170	BUSINESS CARD	I-200908260934	110 5241-432	REPAIR OF BUI:	DAVSTAR	099546	42.08
01-002170	BUSINESS CARD	I-200908260934	110 5241-562	TRAVEL & TRAI:	THE COFFEE BEAN	099546	15.96
01-002170	BUSINESS CARD	I-200908260934	110 5241-315	UNIFORMS & CL:	WITMER	099546	281.95
					VENDOR 01-002170 TOTALS		339.99
01-002203	MED-TECH RESOURCE, INC	I-48276	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	099598	418.21
					VENDOR 01-002203 TOTALS		418.21
01-002958	BATTERY SPECIALISTS, I	I-78807	110 5241-535	RADIOS	: PORTABLE RADIO BATTE	099541	299.70
					VENDOR 01-002958 TOTALS		299.70
01-004395	PETTY CASH	I-200908270976	110 5241-315	UNIFORMS & CL:	SEWING EMBLEMS	099609	16.00
					VENDOR 01-004395 TOTALS		16.00
01-008600	COLES MOULTRIE ELECTRI	I-200908260946	110 5241-321	NATURAL GAS &:	HWY 16 STA 2	099558	342.91
					VENDOR 01-008600 TOTALS		342.91
01-012970	DON BAKER'S PEST CONTR	I-16242	110 5241-460	OTHER PROP MA:	STA 3 PEST CONTROL	099566	100.00
					VENDOR 01-012970 TOTALS		100.00
01-016000	FARM PLAN	I-3504701	110 5241-312	CLEANING SUPP:	COOLER, DISH DETERGEN	099524	35.97
01-016000	FARM PLAN	I-3505518	110 5241-460	OTHER PROP MA:	ROUNDUP	099524	43.98
					VENDOR 01-016000 TOTALS		79.95

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-017000	FIRE EQUIPMENT SERVICE	I-89986	110 5241-433	REPAIR OF MAC:	OXYGEN SENSOR, COMBUS	099572	299.98
						VENDOR 01-017000 TOTALS	299.98
01-023800	CONSOLIDATED COMMUNICA	I-200908260910	110 5241-532	TELEPHONE	: 235-0947	099561	40.67
01-023800	CONSOLIDATED COMMUNICA	I-200908260965	110 5241-532	TELEPHONE	: 235-0942	099561	2.76
01-023800	CONSOLIDATED COMMUNICA	I-200908260966	110 5241-532	TELEPHONE	: 235-0924	099561	47.30
						VENDOR 01-023800 TOTALS	90.73
01-031000	LORENZ SUPPLY CO.	I-221515	110 5241-312	CLEANING SUPP:	CLEANER, SPRAYER	099592	53.13
						VENDOR 01-031000 TOTALS	53.13
01-033000	UNITED STATES POSTAL S	I-200908270984	110 5241-531	POSTAGE	: POSTAGE 6/5-8/26	099627	3.52
						VENDOR 01-033000 TOTALS	3.52
01-035050	METZGER WELDING SERVIC	I-200908260909	110 5241-433	REPAIR OF MAC:	WELDED STEP ON LADDE	099600	42.50
						VENDOR 01-035050 TOTALS	42.50
01-039423	QUARTERMASTER INC	I-P649189600016	110 5241-315	UNIFORMS & CL:	TROUSERS	099613	31.98
						VENDOR 01-039423 TOTALS	31.98
01-040250	MATTOON FARM PRIDE	I-EM00987	110 5241-319	MISCELLANEOUS:	MOWER	099594	300.00
						VENDOR 01-040250 TOTALS	300.00
01-040451	S & S SERVICE CO	I-45978	110 5241-434	REPAIR OF VEH:	REPAIRS UNIT 21	099618	50.03
						VENDOR 01-040451 TOTALS	50.03
01-043371	SPRINGFIELD ELECTRIC	I-S2708040.001	110 5241-432	REPAIR OF BUI:	BULBS	099621	42.90
01-043371	SPRINGFIELD ELECTRIC	I-S2709408.001	110 5241-432	REPAIR OF BUI:	SPRINGFIELD ELECTRIC	099621	81.85
						VENDOR 01-043371 TOTALS	124.75

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043522	STAPLES CREDIT PLAN	I-12118	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	099622	5.99
						VENDOR 01-043522 TOTALS	5.99
01-045820	WALMART COMMUNITY BRC	I-01459	110 5241-311	OFFICE SUPPLI:	INK, FRAMES	099473	149.94
01-045820	WALMART COMMUNITY BRC	I-06868	110 5241-319	MISCELLANEOUS:	SHOWER CURTAIN, ROD, R	099473	22.15
01-045820	WALMART COMMUNITY BRC	I-07031	110 5241-312	CLEANING SUPP:	WIPES, LYSOL	099473	10.51
01-045820	WALMART COMMUNITY BRC	I-09119	110 5241-312	CLEANING SUPP:	WIPES, DAWN, CUPS, TRAS	099473	51.84
						VENDOR 01-045820 TOTALS	234.44
01-046715	WAVE GRAPHICS	I-20741	110 5241-311	OFFICE SUPPLI:	BUSINESS CARDS-NICHO	099634	110.00
						VENDOR 01-046715 TOTALS	110.00

DEPARTMENT 241 FIRE PROTECTION ADMIN. TOTAL: 4,833.88

01-021348	CENTRAL IL NEWSPAPER	I-20249040*	110 5261-579	MISC OTHER PU:	PLUMBING AD	099547	7.00
						VENDOR 01-021348 TOTALS	7.00
01-023800	CONSOLIDATED COMMUNICA	I-200908210879	110 5261-532	TELEPHONE	: 234-7367	099468	236.87
						VENDOR 01-023800 TOTALS	236.87
01-027001	INTERNATIONAL ASSOCIAT	I-200908250892	110 5261-571	DUE & MEMBERS:	2010 DUES	099522	102.00
						VENDOR 01-027001 TOTALS	102.00
01-033000	UNITED STATES POSTAL S	I-200908270984	110 5261-531	POSTAGE	: POSTAGE 6/5-8/26	099627	38.08
						VENDOR 01-033000 TOTALS	38.08

DEPARTMENT 261 CODE ENFORCEMENT ADMIN TOTAL: 383.95

01-001293	BRAD STROHL	I-200908270972	110 5310-564	PRIVATE VEHIC:	MILEAGE 7/1-31	099623	16.75
						VENDOR 01-001293 TOTALS	16.75

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021348	CENTRAL IL NEWSPAPER	I-20252292	110 5310-519	OTHER PROFESS: PUBLIC WORKS WORKER		099547	103.82
01-021348	CENTRAL IL NEWSPAPER	I-20252294	110 5310-519	OTHER PROFESS: ON LINE ADV-FW MNTCE		099547	69.00
VENDOR 01-021348 TOTALS							172.82
DEPARTMENT 310 PUBLIC WORKS ADMIN TOTAL:							189.57
01-000061	HOME DEPOT	I-5031299	110 5320-316	TOOLS AND EQU: HOME DEPOT		099582	279.00
VENDOR 01-000061 TOTALS							279.00
01-001145	CONNEY SAFETY PRODUCTS	I-03518374	110 5320-313	MEDICAL & SAF: FACESHIELD		099560	100.36
01-001145	CONNEY SAFETY PRODUCTS	I-03518478	110 5320-313	MEDICAL & SAF: FACESHIELD		099560	90.20
VENDOR 01-001145 TOTALS							190.56
01-002054	QUALITY EQUIPMENT & SP	I-P1-0144829	110 5320-313	MEDICAL & SAF: BEE JACKET & GLOVES		099612	90.84
VENDOR 01-002054 TOTALS							90.84
01-002056	NICK & STACEY'S HOUSE	I-2482	110 5320-359	OTHER STREET : GLASS BEADS		099604	448.20
01-002056	NICK & STACEY'S HOUSE	I-2535	110 5320-359	OTHER STREET : PAINT		099604	9.48
VENDOR 01-002056 TOTALS							457.68
01-002086	ROY OVERTON TRUCKING	I-2131	110 5320-519	OTHER PROFESS: MOVE GRINDER & CHIPF		099617	250.00
VENDOR 01-002086 TOTALS							250.00
01-002958	BATTERY SPECIALISTS, I	I-78650	110 5320-319	MISCELLANEOUS: BATTERY SPECIALISTS,		099541	23.95
VENDOR 01-002958 TOTALS							23.95
01-003200	FRED BIGGS ELECTRIC SU	I-030700	110 5320-359	OTHER STREET : BULBS		099575	146.71
VENDOR 01-003200 TOTALS							146.71

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003206	BIRKEYS	I-P04848	110 5320-318	VEHICLE PARTS:	AIR FILTERS	099543	69.73
01-003206	BIRKEYS	I-P05055	110 5320-318	VEHICLE PARTS:	GAS SPRING	099543	41.35
01-003206	BIRKEYS	I-P05113	110 5320-318	VEHICLE PARTS:	FAN BELT	099543	56.07
01-003206	BIRKEYS	I-P05167	110 5320-318	VEHICLE PARTS:	CROSS KIT	099543	82.96
01-003206	BIRKEYS	I-P05206	110 5320-318	VEHICLE PARTS:	HOSE,RADIATOR	099543	265.15
01-003206	BIRKEYS	I-W01140	110 5320-433	REPAIR OF MAC:	LOADER REPAIRS	099543	774.24
						VENDOR 01-003206 TOTALS	1,289.50
01-011600	DEBUHR'S SEED STORE	I-21446	110 5320-359	OTHER STREET :	GRASS SEED,STRAW	099564	79.93
01-011600	DEBUHR'S SEED STORE	I-22474	110 5320-359	OTHER STREET :	GRASS SEED	099564	139.00
						VENDOR 01-011600 TOTALS	218.93
01-023800	CONSOLIDATED COMMUNICA	I-200908260914	110 5320-532	TELEPHONE :	235-5663	099561	37.72
01-023800	CONSOLIDATED COMMUNICA	I-200908260915	110 5320-532	TELEPHONE :	235-5522	099561	77.82
01-023800	CONSOLIDATED COMMUNICA	I-200908260916	110 5320-532	TELEPHONE :	235-5171	099561	221.42
						VENDOR 01-023800 TOTALS	336.96
01-033000	UNITED STATES POSTAL S	I-200908270984	110 5320-531	POSTAGE :	POSTAGE 6/5-8/26	099627	12.56
						VENDOR 01-033000 TOTALS	12.56
01-033800	MATTOON WATER DEPT	I-200908110813	110 5320-410	UTILITY SERVI:	212 N 12TH	000000	7.03
01-033800	MATTOON WATER DEPT	I-200908110814	110 5320-410	UTILITY SERVI:	221 N 12TH	000000	47.26
						VENDOR 01-033800 TOTALS	54.29
01-035154	MID-ILLINOIS CONCRETE	I-90296	110 5320-363	BACKFILL AND :	2516 DEWITT	099601	299.00
						VENDOR 01-035154 TOTALS	299.00
01-041800	SHERWIN WILLIAMS CO	I-5409-6*	110 5320-359	OTHER STREET :	PAINT SUPPLIES	099620	117.45
01-041800	SHERWIN WILLIAMS CO	I-6454-1	110 5320-359	OTHER STREET :	PAINT SUPPLIES	099620	82.70
						VENDOR 01-041800 TOTALS	200.15
01-042303	RON SMITH TRUCKING	I-33899	110 5320-363	BACKFILL AND :	CA-6	099616	1,621.64

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-042303	RON SMITH TRUCKING	I-33917	110 5320-363	BACKFILL AND	: CA-6	099616	452.00
VENDOR 01-042303 TOTALS							2,073.64
01-043371	SPRINGFIELD ELECTRIC	I-S2710371.001	110 5320-359	OTHER STREET	: SPRINGFIELD ELECTRIC	099621	168.24
VENDOR 01-043371 TOTALS							168.24
01-043522	STAPLES CREDIT PLAN	I-03965	110 5320-311	OFFICE SUPPLI:	OFFICE SUPPLIES	099472	0.57
01-043522	STAPLES CREDIT PLAN	I-09800	110 5320-311	OFFICE SUPPLI:	OFFICE SUPPLIES	099472	30.69
01-043522	STAPLES CREDIT PLAN	I-11058	110 5320-311	OFFICE SUPPLI:	OFFICE SUPPLIES	099472	63.40
VENDOR 01-043522 TOTALS							94.66
DEPARTMENT 320 STREETS TOTAL:							6,186.67
01-002304	LIGHTNING SEED CO.	I-1641	110 5323-351	CONCRETE	: 2500 CHARLESTON SDWL	099591	897.00
VENDOR 01-002304 TOTALS							897.00
01-002308	BEN AUSTIN	I-109	110 5323-351	CONCRETE	: SDWLK 804 MOULTRIE	099539	506.00
VENDOR 01-002308 TOTALS							506.00
01-004800	TOM BUSHUR CONCRETE CO	I-200908260949	110 5323-351	CONCRETE	: SDWLK 101 LAFAYETTE	099626	460.00
01-004800	TOM BUSHUR CONCRETE CO	I-200908260950	110 5323-351	CONCRETE	: SDWLK 105 LAFAYETTE	099626	207.00
VENDOR 01-004800 TOTALS							667.00
DEPARTMENT 323 SIDEWALKS & CROSSWALKS TOTAL:							2,070.00
01-001070	AMERENCIPS	I-200908260903	110 5326-321	NATURAL GAS &:	STREET LIGHTING	099517	10,933.83
01-001070	AMERENCIPS	I-200908260904	110 5326-321	NATURAL GAS &:	208 N 19TH	099517	29.13
01-001070	AMERENCIPS	I-200908260905	110 5326-321	NATURAL GAS &:	19TH & RICHMOND	099517	43.88
01-001070	AMERENCIPS	I-200908260906	110 5326-321	NATURAL GAS &:	STREET LIGHTING	099517	11,829.55
VENDOR 01-001070 TOTALS							22,836.39

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 326 STREET LIGHTING

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008600	COLES MOULTRIE ELECTRI	I-200908260922	110 5326-322	ELECTRIC	: PIATT & RT 316	099557	13.20
01-008600	COLES MOULTRIE ELECTRI	I-200908260923	110 5326-322	ELECTRIC	: 3020 LAKELAND	099557	7.86
01-008600	COLES MOULTRIE ELECTRI	I-200908260924	110 5326-322	ELECTRIC	: SUNRISE APTS	099557	9.36
01-008600	COLES MOULTRIE ELECTRI	I-200908260925	110 5326-322	ELECTRIC	: SOUTH 9TH ST	099557	8.70
01-008600	COLES MOULTRIE ELECTRI	I-200908260926	110 5326-322	ELECTRIC	: OLD STATE VILLAGE	099557	9.36
01-008600	COLES MOULTRIE ELECTRI	I-200908260927	110 5326-322	ELECTRIC	: LAKELAND INN ENTRANC	099557	8.70
01-008600	COLES MOULTRIE ELECTRI	I-200908260928	110 5326-322	ELECTRIC	: S RT 45 & PARADISE	099557	14.83
01-008600	COLES MOULTRIE ELECTRI	I-200908260929	110 5326-322	ELECTRIC	: S RT 45 & PARADISE	099557	14.83
01-008600	COLES MOULTRIE ELECTRI	I-200908260930	110 5326-322	ELECTRIC	: EAST RT 16	099557	85.30
01-008600	COLES MOULTRIE ELECTRI	I-200908260931	110 5326-322	ELECTRIC	: S RT 45	099557	58.79
01-008600	COLES MOULTRIE ELECTRI	I-200908260932	110 5326-322	ELECTRIC	: S RT 45 & PARADISE	099557	48.44
						VENDOR 01-008600 TOTALS	279.37

DEPARTMENT 326 STREET LIGHTING TOTAL: 23,115.76

01-014430	EGIZII ELECTRIC, INC.	I-113463	110 5327-432	REPAIR OF BUI:	RT 16 & 9TH	099570	3,726.57
						VENDOR 01-014430 TOTALS	3,726.57

DEPARTMENT 327 TRAFFIC CONTROL DEVICES TOTAL: 3,726.57

01-011600	DEBUHR'S SEED STORE	I-21413	110 5334-314	CHEMICALS	: HERBICIDE	099564	227.96
01-011600	DEBUHR'S SEED STORE	I-22499	110 5334-314	CHEMICALS	: DEBUHR'S SEED STORE	099564	58.79
						VENDOR 01-011600 TOTALS	286.75

DEPARTMENT 334 WEED CONTROL TOTAL: 286.75

01-033800	MATTOON WATER DEPT	I-200908110786	110 5335-410	UTILITY SERVI:	420 LOGAN	000000	31.67
						VENDOR 01-033800 TOTALS	31.67

DEPARTMENT 335 YARD WASTE COLLECTION TOTAL: 31.67

01-000002	RAPID REPRODUCTIONS IN	C-61585	110 5370-319	MISCELLANEOUS:	RETURNS	099614	54.10-
01-000002	RAPID REPRODUCTIONS IN	I-65582	110 5370-316	TOOLS & EQUIP:	FIBERGLASS TAPE,WOOD	099614	52.43
01-000002	RAPID REPRODUCTIONS IN	I-65713	110 5370-319	MISCELLANEOUS:	IDEAL MARK	099614	67.26
						VENDOR 01-000002 TOTALS	65.59

DEPARTMENT 370 CONSTRUCTION INSPECTION TOTAL: 65.59

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 381 CUSTODIAL SERVICES

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200908250901	110 5381-321	NATURAL GAS &:	208 N 19TH	099517	758.93
01-001070	AMERENCIPS	I-200908270969	110 5381-321	NATURAL GAS &:	1718 B'DWAY UNIT C	099538	28.81
						VENDOR 01-001070 TOTALS	787.74
01-020803	HARRELSON PLUMBING & H	I-12307	110 5381-432	REPAIR OF BUI:	REPAIR STOOL	099578	99.95
						VENDOR 01-020803 TOTALS	99.95
01-023800	CONSOLIDATED COMMUNICA	I-200908250902	110 5381-435	ELEVATOR SERV:	234-7376	099519	0.18
01-023800	CONSOLIDATED COMMUNICA	I-200908260933	110 5381-534	PAGERS	: 402-2636	099561	12.80
						VENDOR 01-023800 TOTALS	12.98
01-031000	LORENZ SUPPLY CO.	I-221228	110 5381-312	CLEANING SUPP:	TOWELS,KLEENEX	099592	129.45
						VENDOR 01-031000 TOTALS	129.45
						DEPARTMENT 381 CUSTODIAL SERVICES TOTAL:	1,030.12
01-031000	LORENZ SUPPLY CO.	I-220596	110 5383-319	MISCELLANEOUS:	TOWELS	099592	29.53
						VENDOR 01-031000 TOTALS	29.53
01-033800	MATTOON WATER DEPT	I-200908110833	110 5383-410	UTILITY SERVI:	1701 WABASH	000000	34.74
						VENDOR 01-033800 TOTALS	34.74
						DEPARTMENT 383 BURGESS OSBORNE TOTAL:	64.27
01-001070	AMERENCIPS	I-200908270968	110 5384-321	NATURAL GAS &:	1718 B'DWAY UNIT B	099538	382.48
						VENDOR 01-001070 TOTALS	382.48
01-031000	LORENZ SUPPLY CO.	I-221231	110 5384-319	MISCELLANEOUS:	TISSUES,LINERS	099592	108.74
						VENDOR 01-031000 TOTALS	108.74
						DEPARTMENT 384 RAILROAD DEPOT TOTAL:	491.22

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 388 GARMENT FACTORY

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200908250899	110 5388-321	NATURAL GAS &:	316 S 32ND	099516	17.61
						VENDOR 01-001070 TOTALS	17.61
						DEPARTMENT 388 GARMENT FACTORY TOTAL:	17.61
01-000061	HOME DEPOT	I-0035526	110 5511-316	TOOLS & EQUIP:	TOOLS	099582	685.97
						VENDOR 01-000061 TOTALS	685.97
01-003206	BIRKEYS	I-P04950	110 5511-433	REPAIR OF MAC:	MOWER REPAIRS	099543	211.78
01-003206	BIRKEYS	I-P05517	110 5511-433	REPAIR OF MAC:	BELTS	099543	36.90
						VENDOR 01-003206 TOTALS	248.68
01-030000	KULL LUMBER CO	I-200908260938	110 5511-316	TOOLS & EQUIP:	DRIVER BIT,WASHERS,L	099589	15.92
						VENDOR 01-030000 TOTALS	15.92
01-033000	UNITED STATES POSTAL S	I-200908270984	110 5511-531	POSTAGE	: POSTAGE 6/5-8/26	099627	7.04
						VENDOR 01-033000 TOTALS	7.04
01-046600	WARNER'S OFFICE EQUIPM	I-53747	110 5511-312	CLEANING SUPP:	MARKERS,ERASER	099633	13.15
						VENDOR 01-046600 TOTALS	13.15
						DEPARTMENT 511 PARK ADMINISTRATION TOTAL:	970.76
01-001756	LAKE SARA MARINA	I-3219	110 5512-434	REPAIR OF VEH:	LIGHTS,CABLE	099590	64.62
						VENDOR 01-001756 TOTALS	64.62
01-001860	RANDY HEATON	I-200908260917	110 5512-434	REPAIR OF VEH:	REPAIR PATROL BOAT	099581	175.00
						VENDOR 01-001860 TOTALS	175.00

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016000	FARM PLAN	I-204955	110 5512-433	REPAIR OF MAC: V-BELT		099520	16.75
					VENDOR 01-016000 TOTALS		16.75
01-024060	IL DEPT OF NATURAL RES	I-200908260959	110 5512-802	HUNTING/FISHI: HUNT/FISH 8-11/17 LA	000000		46.75
					VENDOR 01-024060 TOTALS		46.75
01-024101	IL DEPARTMENT OF REVEN	I-200908260953	110 5512-803	SALES TAX REM: JULY 09 SALES TAX	000000		728.00
					VENDOR 01-024101 TOTALS		728.00
01-033000	UNITED STATES POSTAL S	I-200908270984	110 5512-311	OFFICE SUPPLI: POSTAGE 6/5-8/26	099627		17.16
					VENDOR 01-033000 TOTALS		17.16
DEPARTMENT 512 LAKE ADMINISTRATION						TOTAL:	1,048.28
01-033800	MATTOON WATER DEPT	I-200908110801	110 5521-410	UTILITY SERVI: 418 RICHMOND	000000		36.62
					VENDOR 01-033800 TOTALS		36.62
01-044325	TERMINIX	I-317309	110 5521-436	PEST CONTROL : PEST CONTROL	099624		55.00
					VENDOR 01-044325 TOTALS		55.00
DEPARTMENT 521 DEMARS CENTER						TOTAL:	91.62
01-000061	HOME DEPOT	I-6093089	110 5541-432	REPAIR OF BUI: BLINDS	099582		265.79
					VENDOR 01-000061 TOTALS		265.79
01-000576	JOHN DEERE LANDSCAPES	I-52220358	110 5541-319	MISCELLANEOUS: IRRIGATION SYSTEM	099587		362.42
					VENDOR 01-000576 TOTALS		362.42

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 541 PETERSON PARK

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016000	FARM PLAN	I-3503860	110 5541-319	MISCELLANEOUS:	CABLE TIES	099520	133.90
01-016000	FARM PLAN	I-3508324	110 5541-319	MISCELLANEOUS:	LIGHTS	099520	5.45
						VENDOR 01-016000 TOTALS	139.35
01-020803	HARRELSON PLUMBING & H	I-12316	110 5541-440	RENTALS	: POTTY RENTAL	099578	140.00
						VENDOR 01-020803 TOTALS	140.00
01-030000	KULL LUMBER CO	I-200908260938	110 5541-319	MISCELLANEOUS:	DRIVER BIT,WASHERS,L	099589	29.34
						VENDOR 01-030000 TOTALS	29.34
01-033800	MATTOON WATER DEPT	I-200908110802	110 5541-410	UTILITY SERVI:	301 RICHMOND	000000	116.89
01-033800	MATTOON WATER DEPT	I-200908110803	110 5541-410	UTILITY SERVI:	500 B'DWAY SHED	000000	136.50
01-033800	MATTOON WATER DEPT	I-200908110804	110 5541-410	UTILITY SERVI:	305 RICHMOND	000000	102.25
01-033800	MATTOON WATER DEPT	I-200908110805	110 5541-410	UTILITY SERVI:	500 B'DWAY	000000	90.65
01-033800	MATTOON WATER DEPT	I-200908110806	110 5541-410	UTILITY SERVI:	307 RICHMOND	000000	383.81
01-033800	MATTOON WATER DEPT	I-200908110807	110 5541-410	UTILITY SERVI:	500 B'DWAY	000000	11.76
						VENDOR 01-033800 TOTALS	841.86
01-035154	MID-ILLINOIS CONCRETE	I-91292	110 5541-319	MISCELLANEOUS:	FLOW FILL	099601	240.00
						VENDOR 01-035154 TOTALS	240.00
01-044325	TERMINIX	I-317324	110 5541-436	PEST CONTROL :	PEST CONTROL	099624	55.00
						VENDOR 01-044325 TOTALS	55.00
						DEPARTMENT 541 PETERSON PARK TOTAL:	2,073.76
01-033800	MATTOON WATER DEPT	I-200908120853	110 5542-410	UTILITY SERVI:	BASEBALL DIAMOND	000000	85.06
						VENDOR 01-033800 TOTALS	85.06
						DEPARTMENT 542 LAWSON PARK TOTAL:	85.06

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 544 CUNNINGHAM PARK

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-001070	AMERENCIPS	I-200908250893	110 5544-321	NATURAL GAS &:	1200 CHAMPAIGN	099516	38.49		
							38.49		
						VENDOR 01-001070	TOTALS	38.49	
							38.49		
						DEPARTMENT 544	CUNNINGHAM PARK	TOTAL:	38.49
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01-001070	AMERENCIPS	I-200908250895	110 5551-321	NATURAL GAS &:	312 N 10TH	099516	123.70		
							123.70		
						VENDOR 01-001070	TOTALS	123.70	
							123.70		
01-033800	MATTOON WATER DEPT	I-200908110784	110 5551-410	UTILITY SERVI:	801 SHELBY	000000	1,774.94		
							1,774.94		
						VENDOR 01-033800	TOTALS	1,774.94	
							1,774.94		
						DEPARTMENT 551	BOYS COMPLEX	TOTAL:	1,898.64
-----									
01-001070	AMERENCIPS	I-200908250894	110 5552-321	NATURAL GAS &:	311 N 6TH	099516	176.41		
01-001070	AMERENCIPS	I-200908260918	110 5552-321	NATURAL GAS &:	311 N 6TH	099538	25.30		
							201.71		
						VENDOR 01-001070	TOTALS	201.71	
							201.71		
01-033800	MATTOON WATER DEPT	I-200908110808	110 5552-410	UTILITY SERVI:	713 SHELBY	000000	267.57		
							267.57		
						VENDOR 01-033800	TOTALS	267.57	
							267.57		
						DEPARTMENT 552	GIRLS COMPLEX	TOTAL:	469.28
-----									
01-001070	AMERENCIPS	I-200908250896	110 5553-321	NATURAL GAS &:	421 SHELBY	099516	173.99		
							173.99		
						VENDOR 01-001070	TOTALS	173.99	
							173.99		
01-041800	SHERWIN WILLIAMS CO	I-6719-7	110 5553-319	MISCELLANEOUS:	PAINT	099620	8.58		
							8.58		
						VENDOR 01-041800	TOTALS	8.58	
							8.58		
						DEPARTMENT 553	JR FOOTBALL COMPLEX	TOTAL:	182.57
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VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 555 KINZEL FIELD

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200908250900	110 5555-321	NATURAL GAS &: S 22ND		099516	41.79
							41.79
						VENDOR 01-001070 TOTALS	41.79
						DEPARTMENT 555 KINZEL FIELD TOTAL:	41.79
01-001070	AMERENCIPS	I-200908250898	110 5556-321	NATURAL GAS &: 221 SHELBY		099516	87.24
							87.24
						VENDOR 01-001070 TOTALS	87.24
01-031402	M & M PUMP SUPPLY INC	I-554275	110 5556-319	MISCELLANEOUS: FITTINGS,HOSE CLAMP		099593	130.08
01-031402	M & M PUMP SUPPLY INC	I-554281	110 5556-319	MISCELLANEOUS: FITTINGS,PVC,TAPE		099593	203.31
							333.39
						VENDOR 01-031402 TOTALS	333.39
						DEPARTMENT 556 T-BALL COMPLEX TOTAL:	420.63
01-002958	BATTERY SPECIALISTS, I	I-78454	110 5561-319	MISCELLANEOUS: BATTERY SPECIALISTS,		099541	79.95
							79.95
						VENDOR 01-002958 TOTALS	79.95
01-038082	PELICAN SIGNS	I-4105	110 5561-319	MISCELLANEOUS: SIGN		099608	45.00
							45.00
						VENDOR 01-038082 TOTALS	45.00
						DEPARTMENT 561 EAST CAMPGROUND TOTAL:	124.95
01-016000	FARM PLAN	I-3512201	110 5562-319	MISCELLANEOUS: WASP KILLER,BRUSH KI		099520	36.83
							36.83
						VENDOR 01-016000 TOTALS	36.83
						DEPARTMENT 562 WEST CAMPGROUND TOTAL:	36.83
01-000481	PANA BAIT CO	I-2556644	110 5563-317	CONCESSION & : CONCESSIONS		099606	450.20
							450.20
						VENDOR 01-000481 TOTALS	450.20

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 563 MARINA AREA

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000806	COLE CREATIONS	I-200908260919	110 5563-317	CONCESSION &	CHEESE BAIT	099552	50.00
							50.00
						VENDOR 01-000806 TOTALS	50.00
01-001694	HEARTLAND OUTDOORS	I-200908260920	110 5563-319	MISCELLANEOUS:	AUG 09 ADVERTISING	099580	29.50
							29.50
						VENDOR 01-001694 TOTALS	29.50
01-006256	COCA-COLA ENTERPRISES	I-6188016338	110 5563-317	CONCESSION &	CONCESSIONS	099550	545.55
							545.55
						VENDOR 01-006256 TOTALS	545.55
01-020534	VERIZON NORTH	I-200908250897	110 5563-532	TELEPHONE	: 895-2922	099523	82.24
							82.24
						VENDOR 01-020534 TOTALS	82.24
						1,157.49	
						DEPARTMENT 563 MARINA AREA TOTAL:	1,157.49
01-020534	VERIZON NORTH	I-200908260921	110 5564-532	TELEPHONE	: 895-2014	099629	28.02
							28.02
						VENDOR 01-020534 TOTALS	28.02
						28.02	
						DEPARTMENT 564 BEACH AREA TOTAL:	28.02
01-008200	COLES CO REGIONAL PLAN I-4263		110 5651-519	OTHER PROFESS:	CDAP JULY 09	099556	1,125.00
							1,125.00
						VENDOR 01-008200 TOTALS	1,125.00
						1,125.00	
						DEPARTMENT 651 ECONOMIC DEVELOPMENT TOTAL:	1,125.00
						219,006.92	
						VENDOR SET 110 GENERAL FUND TOTAL:	219,006.92

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000879	MATTOON HIGH SCHOOL	I-200908270981	122 5653-825	TOURISM GRANT:	TOURISM GRANT	099595	3,200.00
					VENDOR 01-000879 TOTALS		3,200.00
01-001235	ANGELIA D BURGETT	I-200908260945	122 5653-561	BUSINESS MEET:	FOOD FOR MTG	099545	30.00
					VENDOR 01-001235 TOTALS		30.00
01-002170	BUSINESS CARD	I-200908260934	122 5653-561	BUSINESS MEET:	COMMON GROUNDS	099546	22.90
01-002170	BUSINESS CARD	I-200908260934	122 5653-572	COMMUNITY PRO:	WALGREENS	099546	25.00
01-002170	BUSINESS CARD	I-200908260934	122 5653-562	TRAVEL & TRAI:	AMERICAN BUS	099546	76.06
					VENDOR 01-002170 TOTALS		123.96
01-002306	FLOWERS CATERING	I-TF.MW.082909	122 5653-572	COMMUNITY PRO:	MURAL LUNCHEON	099573	663.90
					VENDOR 01-002306 TOTALS		663.90
01-002307	MATTOON LADIES GOLF AS	I-200908270979	122 5653-825	TOURISM GRANT:	TOURISM GRANT	099596	1,000.00
					VENDOR 01-002307 TOTALS		1,000.00
01-007882	COLES CO AIRPORT	I-200908270980	122 5653-825	TOURISM GRANT:	TOURISM GRANT	099553	3,500.00
					VENDOR 01-007882 TOTALS		3,500.00
01-008600	COLES MOULTRIE ELECTRI	I-200908260937	122 5653-322	ELECTRICITY (:	WELCOME SIGN	099557	40.52
					VENDOR 01-008600 TOTALS		40.52
01-014370	EFFINGHAM DAILY NEWS	I-176587	122 5653-540	ADVERTISING :	ADVERTISING	099569	750.00
					VENDOR 01-014370 TOTALS		750.00
01-016000	FARM PLAN	I-3503863	122 5653-316	TOOLS & EQUIP:	PANELS	099520	1,599.80
					VENDOR 01-016000 TOTALS		1,599.80

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033000	UNITED STATES POSTAL S	I-200908270984	122 5653-531	POSTAGE	: POSTAGE 6/5-8/26	099627	11.35
					VENDOR 01-033000 TOTALS		11.35
01-045530	VILLA PIZZA	I-0347	122 5653-561	BUSINESS MEET: PIZZAS		099630	34.83
					VENDOR 01-045530 TOTALS		34.83
01-045820	WALMART COMMUNITY BRC	I-03569	122 5653-540	ADVERTISING	: CAMERA,CASE	099473	247.88
					VENDOR 01-045820 TOTALS		247.88
01-046000	NIEMANN FOODS INC	I-1132879	122 5653-561	BUSINESS MEET: DONUTS,MILK		099605	11.38
					VENDOR 01-046000 TOTALS		11.38

DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL: 11,213.62

VENDOR SET 122 HOTEL TAX FUND TOTAL: 11,213.62

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-200908260934	123 5584-311	OFFICE SUPPLI:	BIG LOTS	099546	8.23
01-002170	BUSINESS CARD	I-200908260934	123 5584-834	ENTERTAINMENT:	BIG LOTS	099546	6.95
01-002170	BUSINESS CARD	I-200908260934	123 5584-531	POSTAGE	: US POST OFC	099546	44.00
01-002170	BUSINESS CARD	I-200908260934	123 5584-311	OFFICE SUPPLI:	CVS	099546	16.36
01-002170	BUSINESS CARD	I-200908260934	123 5584-330	FOOD	: MCDONALDS	099546	5.84
01-002170	BUSINESS CARD	I-200908260934	123 5584-330	FOOD	: MCDONALDS	099546	20.91
01-002170	BUSINESS CARD	I-200908260934	123 5584-561	BUSINESS MEET:	CODY'S	099546	35.83
01-002170	BUSINESS CARD	I-200908260934	123 5584-834	ENTERTAINMENT:	STADIUM GRILL	099546	100.00
01-002170	BUSINESS CARD	I-200908260934	123 5584-834	ENTERTAINMENT:	CROSS CO MALL	099546	125.00
						VENDOR 01-002170 TOTALS	363.12
01-014370	EFFINGHAM DAILY NEWS	I-176587	123 5584-540	ADVERTISING	: ADVERTISING	099569	444.60
						VENDOR 01-014370 TOTALS	444.60
01-030000	KULL LUMBER CO	I-200908260938	123 5584-319	MISCELLANEOUS:	DRIVER BIT,WASHERS,L	099589	7.16
						VENDOR 01-030000 TOTALS	7.16
01-033000	UNITED STATES POSTAL S	I-200908270984	123 5584-531	POSTAGE	: POSTAGE 6/5-8/26	099627	48.88
						VENDOR 01-033000 TOTALS	48.88
01-045820	WALMART COMMUNITY BRC	I-09536	123 5584-834	ENTERTAINMENT:	GIFT CARDS	099473	200.00
						VENDOR 01-045820 TOTALS	200.00
						DEPARTMENT 584 BAGELFEST TOTAL:	1,063.76
01-002170	BUSINESS CARD	I-200908260934	123 5586-531	POSTAGE	: US POST OFC	099546	44.00
						VENDOR 01-002170 TOTALS	44.00
						DEPARTMENT 586 LIGHTWORKS TOTAL:	44.00
						VENDOR SET 123 FESTIVAL MGMT FUND TOTAL:	1,107.76

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 125 INSURANCE &amp; TORT JDGMNT

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000210	MESIROW INSURANCE	SERV I-661582	125 5150-523	PROPERTY & CA:	COMMERCIAL PACKAGE	099599	52,003.25
01-000210	MESIROW INSURANCE	SERV I-661583	125 5150-250	WORKERS' COMP:	WORKERS COMP	099599	121,338.50
						VENDOR 01-000210 TOTALS	173,341.75

DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL: 173,341.75

VENDOR SET 125 INSURANCE &amp; TORT JDGMNT TOTAL: 173,341.75

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002035	FRITTS FERTILIZER	I-1450	130 5150-816	FARM EXPENSES: TOUCHDOWN, CHEMICAL S		099521	371.32
						VENDOR 01-002035 TOTALS	371.32
						DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:	371.32
01-002266	MCGINNIS CONCRETE	I-200908270973	130 5321-730	IMPROVEMENTS : BROADWAY AVENUE		099597	11,352.18
						VENDOR 01-002266 TOTALS	11,352.18
01-035154	MID-ILLINOIS CONCRETE	I-89819	130 5321-730	IMPROVEMENTS : 12TH & MARSHALL		099601	644.00
01-035154	MID-ILLINOIS CONCRETE	I-90022	130 5321-730	IMPROVEMENTS : 12TH & MARSHALL		099601	644.00
01-035154	MID-ILLINOIS CONCRETE	I-90566	130 5321-730	IMPROVEMENTS : 12TH & MARSHALL		099601	506.00
						VENDOR 01-035154 TOTALS	1,794.00
						DEPARTMENT 321 STREETS	TOTAL: 13,146.18
01-011550	DEAN DRAINAGE	I-200908270975	130 5328-730	IMPROVEMENTS : RR CULVERT RETAINAGE		099563	520.80
						VENDOR 01-011550 TOTALS	520.80
						DEPARTMENT 328 STORM DRAINAGE	TOTAL: 520.80
01-002262	FEUTZ CONTRACTING	I-200908270974	130 5385-720	CULTURE AND R: SPORTS COMPLEX		099571	20,744.38
						VENDOR 01-002262 TOTALS	20,744.38
01-033800	MATTOON WATER DEPT	I-200908270970	130 5385-720	CULTURE AND R: 421 SHELBY		000000	589.48
						VENDOR 01-033800 TOTALS	589.48
						DEPARTMENT 385 CULTURE & RECREATION	TOTAL: 21,333.86
						VENDOR SET 130 CAPITAL PROJECT FUND	TOTAL: 35,372.16

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 351 RESERVOIRS &amp; WTR SOURCES

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008600	COLES MOULTRIE ELECTRI	I-200908260947	211 5351-322	ELECTRICITY	: RESERVOIR CONTROL AC	099558	7.20
							7.20
						VENDOR 01-008600 TOTALS	7.20
01-011001	FOTH & VAN DYKE/DAILY	I-13434	211 5351-519	OTHER PROFESS:	DAM INSPECTION	099574	1,575.00
							1,575.00
						VENDOR 01-011001 TOTALS	1,575.00
01-022400	HOWELL ASPHALT CO	I-5973MB	211 5351-730	IMPROVEMENTS	: ASPHALT	099583	1,600.03
							1,600.03
						VENDOR 01-022400 TOTALS	1,600.03
DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL:							3,182.23
01-000839	BRENNTAG MID-SOUTH INC	C-BMS771686	211 5353-314	CHEMICALS	: RETURNS	099544	1,000.00
01-000839	BRENNTAG MID-SOUTH INC	I-BMS699620	211 5353-314	CHEMICALS	: CHEMICALS	099544	2,664.00
							1,664.00
						VENDOR 01-000839 TOTALS	1,664.00
01-001414	GENERAL CHEMICAL PERFO	I-90257584	211 5353-314	CHEMICALS	: CHEMICALS	099577	4,917.06
							4,917.06
						VENDOR 01-001414 TOTALS	4,917.06
01-001824	BELMAN LOGISTICS LLC	I-136255	211 5353-314	CHEMICALS	: LIME	099542	801.94
							801.94
						VENDOR 01-001824 TOTALS	801.94
01-002170	BUSINESS CARD	I-200908260934	211 5353-730	IMPROVEMENTS	: PIPELINE PIGGING	099546	2,007.32
							2,007.32
						VENDOR 01-002170 TOTALS	2,007.32
01-008600	COLES MOULTRIE ELECTRI	I-200908260943	211 5353-322	ELECTRICITY	: WATER PURIFICATION P	099557	5,332.46
							5,332.46
						VENDOR 01-008600 TOTALS	5,332.46
01-031000	LORENZ SUPPLY CO.	I-221452	211 5353-312	CLEANING SUPP:	LINERS	099592	14.66
							14.66
						VENDOR 01-031000 TOTALS	14.66

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-031402	M & M PUMP SUPPLY INC	I-554522	211 5353-377	PLANT EQUIPME:	ADAPTERS,HOSE,CLAMPS	099593	13.45
					VENDOR 01-031402 TOTALS		13.45
01-035365	MISSISSIPPI LIME COMPA	I-863006	211 5353-314	CHEMICALS	: LIME	099603	3,281.25
					VENDOR 01-035365 TOTALS		3,281.25
01-037976	PDC LABORATORIES	I-646331S	211 5353-519	OTHER PROFESS:	PDC LABORATORIES	099607	69.00
01-037976	PDC LABORATORIES	I-647231S	211 5353-519	OTHER PROFESS:	PDC LABORATORIES	099607	349.00
					VENDOR 01-037976 TOTALS		418.00
01-045820	WALMART COMMUNITY BRC	I-09830	211 5353-311	OFFICE SUPPLI:	TISSUE,COFFEE	099632	30.69
					VENDOR 01-045820 TOTALS		30.69
01-046000	NIEMANN FOODS INC	I-1132660	211 5353-378	PLANT MTCE &	: DONUTS,POP	099605	20.47
					VENDOR 01-046000 TOTALS		20.47
DEPARTMENT 353 WATER TREATMENT PLANT							TOTAL: 18,501.30
01-003206	BIRKEYS	I-P05055	211 5354-318	VEHICLE PARTS:	GAS SPRING	099543	41.35
01-003206	BIRKEYS	I-P05206	211 5354-318	VEHICLE PARTS:	HOSE,RADIATOR	099543	265.15
01-003206	BIRKEYS	I-W01140	211 5354-433	REPAIR OF MAC:	LOADER REPAIRS	099543	774.24
					VENDOR 01-003206 TOTALS		1,080.74
01-008600	COLES MOULTRIE ELECTRI	I-200908260944	211 5354-322	ELECTRICITY	: SBLHC PUMP STA	099558	155.32
					VENDOR 01-008600 TOTALS		155.32
01-011600	DEBUHR'S SEED STORE	I-22999	211 5354-379	OTHER WATER M:	STRAW,GRASS SEED	099564	308.48
					VENDOR 01-011600 TOTALS		308.48

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-022400	HOWELL ASPHALT CO	I-5975MB	211 5354-363	BACKFILL & SU:	HOWELL ASPHALT CO	099583	424.20
01-022400	HOWELL ASPHALT CO	I-5976MB	211 5354-363	BACKFILL & SU:	HOWELL ASPHALT CO	099583	213.50
						VENDOR 01-022400 TOTALS	637.70
01-025682	IMCO UTILITY SUPPLY	I-1020155-02	211 5354-379	OTHER WATER M:	GRIPRING ACC PACK	099586	44.91
01-025682	IMCO UTILITY SUPPLY	I-1020183-00	211 5354-379	OTHER WATER M:	IMCO UTILITY SUPPLY	099586	598.70
						VENDOR 01-025682 TOTALS	643.61
01-035266	MIDWEST METER INC	I-0009897-IN	211 5354-319	MISCELLANEOUS:	GASKETS	099602	70.00
						VENDOR 01-035266 TOTALS	70.00
01-042303	RON SMITH TRUCKING	I-33899	211 5354-363	BACKFILL & SU:	CA-6	099616	1,621.64
01-042303	RON SMITH TRUCKING	I-33917	211 5354-363	BACKFILL & SU:	CA-6	099616	452.00
						VENDOR 01-042303 TOTALS	2,073.64
						DEPARTMENT 354 WATER DISTRIBUTION TOTAL:	4,969.49
01-023800	CONSOLIDATED COMMUNICA	I-200908260964	211 5355-532	TELEPHONE	: 235-5483	099561	237.79
						VENDOR 01-023800 TOTALS	237.79
01-033000	UNITED STATES POSTAL S	I-200908270984	211 5355-531	POSTAGE	: POSTAGE 6/5-8/26	099627	320.92
						VENDOR 01-033000 TOTALS	320.92
						DEPARTMENT 355 ACCOUNTING & COLLECTION TOTAL:	558.71
01-008200	COLES CO REGIONAL PLAN	I-4262	211 5356-511	PLANNING & DE:	JULY 09 GIS BILLING	099556	255.10
						VENDOR 01-008200 TOTALS	255.10
						DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:	255.10
						VENDOR SET 211 WATER FUND TOTAL:	27,466.83

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 342 SEWER COLLECTION SYSTEM

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003206	BIRKEYS	I-P05055	212 5342-318	VEHICLE PARTS: GAS SPRING		099543	41.36
01-003206	BIRKEYS	I-P05206	212 5342-318	VEHICLE PARTS: HOSE,RADIATOR		099543	265.15
01-003206	BIRKEYS	I-W01140	212 5342-433	REPAIR OF MAC: LOADER REPAIRS		099543	774.24
						VENDOR 01-003206 TOTALS	1,080.75
01-006780	CLARK DIETZ INC	I-404600	212 5342-730	IMPROVEMENTS : 35TH ST	5/30-6/26	099548	323.39
PROJ: 159-502		35th Sanit Sewer Replc		ENGINEERING-CONSTRUCTION			
01-006780	CLARK DIETZ INC	I-404758	212 5342-730	IMPROVEMENTS : 35TH ST	6/27-7/31	099548	199.06
PROJ: 159-502		35th Sanit Sewer Replc		ENGINEERING-CONSTRUCTION			
						VENDOR 01-006780 TOTALS	522.45
01-011600	DEBUHR'S SEED STORE	I-22972	212 5342-369	OTHER SEWER M: GRASS SEED,STRAW		099564	238.44
						VENDOR 01-011600 TOTALS	238.44
01-031402	M & M PUMP SUPPLY INC	I-554990	212 5342-369	OTHER SEWER M: PVC		099593	28.84
						VENDOR 01-031402 TOTALS	28.84
01-035154	MID-ILLINOIS CONCRETE	I-90756	212 5342-363	BACKFILL & SU: 30TH & PRAIRIE		099601	120.00
01-035154	MID-ILLINOIS CONCRETE	I-90757	212 5342-363	BACKFILL & SU: 1112 BELL		099601	322.00
						VENDOR 01-035154 TOTALS	442.00
01-035266	MIDWEST METER INC	I-0009897-IN	212 5342-319	MISCELLANEOUS: GASKETS		099602	70.00
						VENDOR 01-035266 TOTALS	70.00
01-042303	RON SMITH TRUCKING	I-33899	212 5342-363	BACKFILL & SU: CA-6		099616	1,621.65
01-042303	RON SMITH TRUCKING	I-33917	212 5342-363	BACKFILL & SU: CA-6		099616	452.01
						VENDOR 01-042303 TOTALS	2,073.66
DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL:							4,456.14
01-008600	COLES MOULTRIE ELECTRI	I-200908260960	212 5343-322	ELECTRICITY (: LLC LIFT STA		099558	113.84

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008600	COLES MOULTRIE ELECTRI	I-200908260961	212 5343-321	NATURAL GAS &:	SBLHC LIFT STA	099558	341.62
01-008600	COLES MOULTRIE ELECTRI	I-200908260962	212 5343-321	NATURAL GAS &:	GOLDEN VALLEY SEWER	099558	129.97
01-008600	COLES MOULTRIE ELECTRI	I-200908260963	212 5343-321	NATURAL GAS &:	BUXTON CENTRE	099558	74.37
						VENDOR 01-008600 TOTALS	659.80
01-016000	FARM PLAN	I-3503919	212 5343-316	TOOLS & EQUIP:	LOCKS,SCREWDRIERS	099469	71.95
						VENDOR 01-016000 TOTALS	71.95
						DEPARTMENT 343 SEWER LIFT STATIONS TOTAL:	731.75
01-000117	FULLER-WENTE INC	I-4207	212 5344-432	REPAIR OF STR:	PIT REPAIRS	099576	1,193.97
						VENDOR 01-000117 TOTALS	1,193.97
01-000799	POLYDYNE, INC.	I-485249	212 5344-314	CHEMICALS	: CLARIFLOC	099611	2,376.00
						VENDOR 01-000799 TOTALS	2,376.00
01-001487	AUTOZONE, INC.	I-0637401087	212 5344-318	VEHICLE PARTS:	DOOR HANDLE	099518	15.99
						VENDOR 01-001487 TOTALS	15.99
01-001777	TESTAMERICA LABORATORI	I-36112833	212 5344-439	OTHER REPAIR :	TOXICITY	099625	570.00
						VENDOR 01-001777 TOTALS	570.00
01-004395	PETTY CASH	I-200908270978	212 5344-318	VEHICLE PARTS:	DUPLICATE REGISTRATI	099609	3.00
						VENDOR 01-004395 TOTALS	3.00
01-006780	CLARK DIETZ INC	I-404597	212 5344-730	IMPROVEMENTS :	WWTP AUTOMATION 5/30	099548	2,852.39
PROJ: 146-502		WWTP AUTOM & MCC REPL	CONSTRUCTION PHASE				
01-006780	CLARK DIETZ INC	I-404598	212 5344-511	PLANNING & DE:	CSO LONG TERM CNTRL	099548	2,306.93
01-006780	CLARK DIETZ INC	I-404770	212 5344-511	PLANNING & DE:	CSO LONG TERM CNTRL	099548	2,135.90
						VENDOR 01-006780 TOTALS	7,295.22

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-014119	DURKIN EQUIPMENT CO	I-S00005014	212 5344-439	OTHER REPAIR :	SERVICE INSTRUMENTAT	099567	685.00
							685.00
VENDOR 01-014119 TOTALS							685.00
01-016000	FARM PLAN	I-210921	212 5344-433	REPAIR OF MAC:	TRACTOR REPAIRS	099469	959.63
01-016000	FARM PLAN	I-3518119	212 5344-366	PLANT MTCE & :	NOZZLE,EXT WAND	099469	17.97
							977.60
VENDOR 01-016000 TOTALS							977.60
01-023800	CONSOLIDATED COMMUNICA	I-200908250890	212 5344-532	TELEPHONE :	234-6828	099519	71.02
01-023800	CONSOLIDATED COMMUNICA	I-200908250891	212 5344-532	TELEPHONE :	234-2737	099519	38.01
							109.03
VENDOR 01-023800 TOTALS							109.03
01-031402	M & M PUMP SUPPLY INC	I-554288	212 5344-366	PLANT MTCE & :	FITTINGS,POWER CRIMP	099593	15.53
							15.53
VENDOR 01-031402 TOTALS							15.53
01-043522	STAPLES CREDIT PLAN	I-9911405001	212 5344-311	OFFICE SUPPLI:	OFFICE SUPPLIES	099475	328.03
							328.03
VENDOR 01-043522 TOTALS							328.03
01-045904	WALKER FARMS	I-81709	212 5344-460	OTHER PROPERT:	BIO SOLIDS DISTRIBUT	099631	4,556.25
							4,556.25
VENDOR 01-045904 TOTALS							4,556.25
DEPARTMENT 344 WASTEWATER TREATMNT PLANT TOTAL:							18,125.62
01-033000	UNITED STATES POSTAL S	I-200908270984	212 5345-531	POSTAGE :	POSTAGE 6/5-8/26	099627	320.91
							320.91
VENDOR 01-033000 TOTALS							320.91
DEPARTMENT 345 ACCOUNTING & COLLECTION TOTAL:							320.91
01-000461	KEN COFFEY	I-200908260951	212 5346-562	TRAVEL & TRAI:	REIMB CDL	099551	50.00
							50.00
VENDOR 01-000461 TOTALS							50.00
DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL:							50.00
VENDOR SET 212 SEWER FUND TOTAL:							23,684.42

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 213 CEMETERY FUND

DEPARTMENT: 361 MAINTENANCE &amp; OPERATIONS

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-200908210878	213 5361-321	NATURAL GAS &:	917 N 22ND	099466	78.47
01-001070	AMERENCIPS	I-200908210884	213 5361-321	NATURAL GAS &:	917 N 22ND	099466	26.89
						VENDOR 01-001070 TOTALS	105.36
01-033000	UNITED STATES POSTAL S	I-200908270984	213 5361-531	POSTAGE	: POSTAGE 6/5-8/26	099627	1.32
						VENDOR 01-033000 TOTALS	1.32
01-040250	MATTOON FARM PRIDE	I-CM19918	213 5361-316	TOOLS & EQUIP:	AUTO SPOOL,LOWER COV	099594	69.69
						VENDOR 01-040250 TOTALS	69.69
DEPARTMENT 361 MAINTENANCE & OPERATIONS TOTAL:							176.37
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VENDOR SET 213 CEMETERY FUND						TOTAL:	176.37
REPORT GRAND TOTAL:							491,369.83

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG
2009-2010	110-5110-562	TRAVEL & TRAINING	370.00	5,000		4,178.45			
	110-5120-311	OFFICE SUPPLIES	59.23	3,000		2,483.17			
	110-5120-519	OTHER PROFESSIONAL SERVICE	144.00	8,000		7,196.00			
	110-5120-531	POSTAGE	105.38	2,250		1,848.84			
	110-5120-532	TELEPHONE	255.38	2,800		1,888.94			
	110-5120-801	VITAL RECORDS FEE REMITTAN	526.00	7,500		5,576.00			
	110-5120-802	HUNTING/FISHING LIC. FEE R	12.00	1,000		810.50			
	110-5130-311	OFFICE SUPPLIES	27.98	0		145.86-		Y	
	110-5130-562	TRAVEL & TRAINING	496.69	2,500		1,963.31			
	110-5130-579	MISC OTHER PURCHASED SERVI	3,500.00	0		12,300.00-		Y	
	110-5150-532	TELEPHONE	93.92	1,000		628.30			
	110-5160-311	OFFICE SUPPLIES	28.94	1,250		1,162.67			
	110-5160-562	TRAVEL & TRAINING	44.00	2,000		1,929.00			
	110-5160-571	DUES & MEMBERSHIPS	200.00	1,500		685.00			
	110-5160-579	OTHER PURCHASED SERVICES	10.00	11,000		9,324.12			
	110-5170-316	TOOLS & EQUIPMENT	11.18	2,000		1,958.85			
	110-5170-516	TECHNOLOGY SUPPORT SERVIC	9,700.00	10,000		300.00			
	110-5170-854	WIDE AREA NETWORK WIRING A	176.14	2,200		1,495.44			
	110-5180-531	POSTAGE	20.14	100		66.66			
	110-5190-319	MISCELLANEOUS SUPPLIES	3,511.77	0		3,511.77-		Y	
	110-5211-311	OFFICE SUPPLIES	2.48	5,500		3,736.53			
	110-5211-316	TOOLS & EQUIPMENT	54.31	1,800		1,579.89			
	110-5211-519	OTHER PROFESSIONAL SERVICE	35.00	7,000		6,881.00			
	110-5211-531	POSTAGE	140.00	2,500		1,098.82			
	110-5211-571	DUE & MEMBERSHIPS	250.00	1,200		850.00			
	110-5211-863	DESKTOP COMPUTERS	1,599.36	0		1,599.36-		Y	
	110-5212-319	MISCELLANEOUS SUPPLIES	84.75	4,000		3,882.78			
	110-5212-863	COMPUTERS	86.39	1,500		1,413.61			
	110-5213-579	MISC OTHER PURCHASED SERVI	5,550.00	13,695		705.85			
	110-5214-579	MISC OTHER PURCHASED SERVI	77.16	1,500		684.78			
	110-5221-316	TOOLS & EQUIPMENT	153.85	10,695		4,634.30			
	110-5221-562	TRAVEL & TRAINING	13.00	22,200		17,401.35			
	110-5222-532	TELEPHONE	41.89	26,000		17,826.08			
	110-5222-535	RADIOS	485.25	6,000		4,544.25			
	110-5222-579	MISC OTHER PURCHASED SERVI	138,127.36	187,548		49,420.64			
	110-5223-318	VEHICLE PARTS	37.98	4,000		3,628.03			
	110-5223-319	MISCELLANEOUS SUPPLIES	158.00	2,000		1,527.83			
	110-5223-326	FUEL	25.00	70,000		65,206.07			
	110-5223-434	REPAIR OF VEHICLES	200.00	35,000		22,246.26			
	110-5224-312	CLEANING SUPPLIES	105.01	3,500		2,507.68			
	110-5224-322	ELECTRICITY	51.28	1,500		1,335.69			
	110-5224-410	UTILITY SERVICES	149.30	2,300		1,959.83			
	110-5241-311	OFFICE SUPPLIES	265.93	2,500		1,782.67			
	110-5241-312	CLEANING SUPPLIES	151.45	4,300		3,108.28			
	110-5241-313	MEDICAL & SAFETY SUPPLIES	418.21	6,000		2,507.19			
	110-5241-315	UNIFORMS & CLOTHING	329.93	15,000		12,711.56			
	110-5241-316	TOOLS & EQUIPMENT	9.13	7,000		4,569.52			

## \*\* 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
	110-5241-319	MISCELLANEOUS SUPPLIES	464.03	7,500	4,526.34				
	110-5241-321	NATURAL GAS & ELECTRIC	476.97	10,700	8,113.78				
	110-5241-432	REPAIR OF BUILDINGS	1,176.83	10,000	7,333.88				
	110-5241-433	REPAIR OF MACHINERY	342.48	9,000	5,807.18				
	110-5241-434	REPAIR OF VEHICLES	50.03	21,000	13,465.37				
	110-5241-460	OTHER PROP MAINT SERVICES	143.98	7,000	4,293.48				
	110-5241-531	POSTAGE	3.52	500	416.46				
	110-5241-532	TELEPHONE	90.73	5,950	4,079.46				
	110-5241-535	RADIOS	894.70	10,000	8,100.88				
	110-5241-562	TRAVEL & TRAINING	15.96	20,000	19,055.71				
	110-5261-531	POSTAGE	38.08	400	342.56				
	110-5261-532	TELEPHONE	236.87	2,750	1,797.29				
	110-5261-571	DUE & MEMBERSHIPS	102.00	400	298.00				
	110-5261-579	MISC OTHER PURCHASED SERVI	7.00	0	133.70-	Y			
	110-5310-519	OTHER PROFESSIONAL SERVICE	172.82	2,500	2,327.18				
	110-5310-564	PRIVATE VEHICLE EXP REIMB	16.75	500	446.38				
	110-5320-311	OFFICE SUPPLIES	94.66	1,000	642.97				
	110-5320-313	MEDICAL & SAFETY SUPPLIES	281.40	1,200	284.69				
	110-5320-316	TOOLS AND EQUIPMENT	279.00	3,000	1,957.29				
	110-5320-318	VEHICLE PARTS	515.26	15,000	9,443.95				
	110-5320-319	MISCELLANEOUS SUPPLIES	23.95	3,500	2,565.57-	Y			
	110-5320-359	OTHER STREET MAINT SUPPLIE	1,191.71	45,000	30,103.74				
	110-5320-363	BACKFILL AND SURFACE MATER	2,372.64	4,000	1,343.36				
	110-5320-410	UTILITY SERVICES	54.29	1,000	839.81				
	110-5320-433	REPAIR OF MACHINERY	774.24	20,000	17,433.24				
	110-5320-519	OTHER PROFESSIONAL SERVICE	250.00	4,000	3,750.00				
	110-5320-531	POSTAGE	12.56	300	184.73				
	110-5320-532	TELEPHONE	336.96	6,000	4,080.66				
	110-5323-351	CONCRETE	2,070.00	20,000	14,434.00				
	110-5326-321	NATURAL GAS & ELECTRIC (CI	22,836.39	165,000	115,026.03				
	110-5326-322	ELECTRIC	279.37	4,000	3,633.79				
	110-5327-432	REPAIR OF BUILDINGS	3,726.57	15,000	6,666.53				
	110-5334-314	CHEMICALS	286.75	2,000	586.63				
	110-5335-410	UTILITY SERVICES	31.67	300	236.66				
	110-5370-316	TOOLS & EQUIPMENT	52.43	2,000	1,561.60				
	110-5370-319	MISCELLANEOUS SUPPLIES	13.16	2,000	1,709.39				
	110-5381-312	CLEANING SUPPLIES	129.45	2,700	2,329.88				
	110-5381-321	NATURAL GAS & ELECTRIC	787.74	32,000	23,620.07				
	110-5381-432	REPAIR OF BUILDINGS	99.95	2,000	5,239.76-	Y			
	110-5381-435	ELEVATOR SERVICE AGREEMEN	0.18	2,600	1,770.49				
	110-5381-534	PAGERS	12.80	150	98.80				
	110-5383-319	MISCELLANEOUS SUPPLIES	29.53	1,500	1,246.08				
	110-5383-410	UTILITY SERVICES	34.74	500	432.04				
	110-5384-319	MISCELLANEOUS SUPPLIES	108.74	1,500	942.52				
	110-5384-321	NATURAL GAS & ELECTRIC	382.48	0	382.48-	Y			
	110-5388-321	NATURAL GAS & ELECTRIC	17.61	300	248.77				
	110-5511-312	CLEANING SUPPLIES	13.15	0	13.15-	Y			
	110-5511-316	TOOLS & EQUIPMENT	701.89	8,000	6,865.87				

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER
	110-5511-433	REPAIR OF MACHINERY	248.68	6,000	1,173.31				
	110-5511-531	POSTAGE	7.04	0	7.04-	Y			
	110-5512-311	OFFICE SUPPLIES	17.16	500	463.48				
	110-5512-433	REPAIR OF MACHINERY	16.75	2,000	525.91				
	110-5512-434	REPAIR OF VEHICLES	239.62	3,000	152.84				
	110-5512-802	HUNTING/FISHING REMITTANCE	46.75	8,000	2,127.25				
	110-5512-803	SALES TAX REMITTANCE	728.00	2,500	561.00				
	110-5521-410	UTILITY SERVICES	36.62	800	685.18				
	110-5521-436	PEST CONTROL SERVICES	55.00	300	190.00				
	110-5541-319	MISCELLANEOUS SUPPLIES	771.11	8,000	224.31-	Y			
	110-5541-410	UTILITY SERVICES	841.86	8,000	6,524.82				
	110-5541-432	REPAIR OF BUILDINGS	265.79	7,500	5,950.13				
	110-5541-436	PEST CONTROL SERVICES	55.00	300	190.00				
	110-5541-440	RENTALS	140.00	1,100	435.00				
	110-5542-410	UTILITY SERVICES	85.06	3,000	2,866.86				
	110-5544-321	NATURAL GAS & ELECTRIC (CI	38.49	500	382.75				
	110-5551-321	NATURAL GAS & ELECTRIC (CI	123.70	4,000	1,636.77				
	110-5551-410	UTILITY SERVICES	1,774.94	2,500	676.98				
	110-5552-321	NATURAL GAS & ELECTRIC (CI	201.71	4,000	1,825.57				
	110-5552-410	UTILITY SERVICES	267.57	5,000	4,184.94				
	110-5553-319	MISCELLANEOUS SUPPLIES	8.58	2,500	1,972.83				
	110-5553-321	NATURAL GAS & ELECTRIC (CI	173.99	2,500	2,101.62				
	110-5555-321	NATURAL GAS & ELECTRIC (CI	41.79	750	83.98				
	110-5556-319	MISCELLANEOUS SUPPLIES	333.39	1,000	204.72				
	110-5556-321	NATURAL GAS & ELECTRIC	87.24	1,500	889.63				
	110-5561-319	MISCELLANEOUS SUPPLIES	124.95	3,000	2,343.45				
	110-5562-319	MISCELLANEOUS SUPPLIES	36.83	2,000	1,553.75				
	110-5563-317	CONCESSION & SOUVENIR SUPP	1,045.75	25,000	7,936.92				
	110-5563-319	MISCELLANEOUS SUPPLIES	29.50	10,000	4,687.23				
	110-5563-532	TELEPHONE	82.24	800	487.17				
	110-5564-532	TELEPHONE	28.02	500	363.21				
	110-5651-519	OTHER PROFESSIONAL SERVICE	1,125.00	37,000	35,335.00				
	122-5653-316	TOOLS & EQUIPMENT	1,599.80	0	1,599.80-	Y			
	122-5653-322	ELECTRICITY (COLES MOULTRI	40.52	500	379.49				
	122-5653-531	POSTAGE	11.35	700	639.06				
	122-5653-540	ADVERTISING	997.88	15,000	9,762.18				
	122-5653-561	BUSINESS MEETING EXPENSE	99.11	3,000	2,900.89				
	122-5653-562	TRAVEL & TRAINING	76.06	5,000	4,568.47				
	122-5653-572	COMMUNITY PROMOTION & RELA	688.90	3,000	1,135.99-	Y			
	122-5653-825	TOURISM GRANTS	7,700.00	80,000	54,100.00				
	123-5584-311	OFFICE SUPPLIES	24.59	100	126.83-	Y			
	123-5584-319	MISCELLANEOUS SUPPLIES	7.16	1,000	679.98				
	123-5584-330	FOOD	26.75	200	33.58				
	123-5584-531	POSTAGE	92.88	1,000	749.39				
	123-5584-540	ADVERTISING	444.60	10,000	1,885.52				
	123-5584-561	BUSINESS MEETING EXPENSE	35.83	300	64.00-	Y			
	123-5584-834	ENTERTAINMENT	431.95	30,000	17,893.05				
	123-5586-531	POSTAGE	44.00	0	44.00-	Y			

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	125-5150-250	WORKERS' COMPENSATION	121,338.50	509,037	262,761.00		
	125-5150-523	PROPERTY & CASUALTY INSURA	52,003.25	240,713	136,706.50		
	130-5150-816	FARM EXPENSES	371.32	0	1,143.90-	Y	
	130-5321-730	IMPROVEMENTS OTHER THAN BL	13,146.18	500,000	408,670.14		
	130-5328-730	IMPROVEMENTS OTHER THAN BL	520.80	2,250,000	2,236,514.54		
	130-5385-720	CULTURE AND RECREATION	21,333.86	800,000	198,996.98		
	211-5351-322	ELECTRICITY	7.20	100	78.40		
	211-5351-519	OTHER PROFESSIONAL SVCS	1,575.00	3,000	1,425.00		
	211-5351-730	IMPROVEMENTS OTHER THAN BL	1,600.03	50,000	48,399.97		
	211-5353-311	OFFICE SUPPLIES	30.69	800	722.02		
	211-5353-312	CLEANING SUPPLIES	14.66	500	349.82		
	211-5353-314	CHEMICALS	10,664.25	300,000	223,512.17		
	211-5353-322	ELECTRICITY	5,332.46	60,000	44,640.48		
	211-5353-377	PLANT EQUIPMENT	13.45	9,000	5,722.80		
	211-5353-378	PLANT MTCE & REPAIR	20.47	2,500	2,416.92		
	211-5353-519	OTHER PROFESSIONAL SERVICE	418.00	18,000	13,154.00		
	211-5353-730	IMPROVEMENTS OTHER THAN BL	2,007.32	400,000	388,776.24		
	211-5354-318	VEHICLE PARTS	306.50	8,000	4,389.69		
	211-5354-319	MISCELLANEOUS SUPPLIES	70.00	1,500	1,153.57		
	211-5354-322	ELECTRICITY	155.32	2,000	1,437.86		
	211-5354-363	BACKFILL & SURFACE MATERIA	2,711.34	10,000	5,236.76		
	211-5354-379	OTHER WATER MAINT. MATERIA	952.09	15,000	6,944.94		
	211-5354-433	REPAIR OF MACHINERY	774.24	10,000	8,586.11		
	211-5355-531	POSTAGE	320.92	15,000	10,603.48		
	211-5355-532	TELEPHONE	237.79	1,400	923.75		
	211-5356-511	PLANNING & DESIGN SERVICES	255.10	15,000	10,422.88		
	212-5342-318	VEHICLE PARTS	306.51	10,000	5,782.01		
	212-5342-319	MISCELLANEOUS SUPPLIES	70.00	0	3,398.69-	Y	
	212-5342-363	BACKFILL & SURFACE MATERIA	2,515.66	20,000	15,014.74		
	212-5342-369	OTHER SEWER MTCE SUPPLIES	267.28	7,000	5,709.45		
	212-5342-433	REPAIR OF MACHINERY	774.24	15,000	13,648.62		
	212-5342-730	IMPROVEMENTS OTHER THAN BL	522.45	0	52,149.85-	Y	
	212-5343-316	TOOLS & EQUIPMENT	71.95	4,000	3,011.06		
	212-5343-321	NATURAL GAS & ELECTRIC (AM	545.96	23,000	9,092.00		
	212-5343-322	ELECTRICITY (COLES-MOULTRI	113.84	6,000	4,351.57		
	212-5344-311	OFFICE SUPPLIES	328.03	2,500	1,701.63		
	212-5344-314	CHEMICALS	2,376.00	10,000	2,971.42		
	212-5344-318	VEHICLE PARTS	18.99	1,500	1,481.01		
	212-5344-366	PLANT MTCE & REPAIR MATERI	33.50	53,500	50,588.99		
	212-5344-432	REPAIR OF STRUCTURES	1,193.97	25,000	23,806.03		
	212-5344-433	REPAIR OF MACHINERY	959.63	85,000	83,321.14		
	212-5344-439	OTHER REPAIR & MNTCE SERVI	1,255.00	12,500	7,354.61		
	212-5344-460	OTHER PROPERTY MTCE SERVIC	4,556.25	25,000	8,424.56		
	212-5344-511	PLANNING & DESIGN SERVICES	4,442.83	2,000	4,104.93-	Y	
	212-5344-532	TELEPHONE	109.03	6,000	4,144.09		
	212-5344-730	IMPROVEMENTS OTHER THAN BL	2,852.39	188,000	147,147.61		
	212-5345-531	POSTAGE	320.91	15,000	9,495.68		
	212-5346-562	TRAVEL & TRAINING	50.00	2,000	1,656.00		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER
	213-5361-316	TOOLS & EQUIPMENT	69.69	0	467.29-	Y			
	213-5361-321	NATURAL GAS & ELECTRIC	105.36	2,750	2,282.35				
	213-5361-531	POSTAGE	1.32	100	98.68				
		TOTAL:	491,369.83						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
110-110	CITY COUNCIL	370.00
110-120	CITY CLERK	1,101.99
110-130	CITY ADMINISTRATOR	4,024.67
110-150	FINANCIAL ADMINISTRATION	93.92
110-160	LEGAL SERVICES	282.94
110-170	COMPUTER INFO SYSTEMS	9,887.32
110-180	PLANNING & ZONING	20.14
110-190	COUNCIL CONTINGENCY	3,511.77
110-211	POLICE ADMINISTRATION	2,081.15
110-212	CRIMINAL INVESTIGATION	171.14
110-213	PATROL	5,550.00
110-214	K-9 SERVICE	77.16
110-221	POLICE TRAINING	166.85
110-222	COMMUNICATION SERVICES	138,654.50
110-223	AUTOMOTIVE SERVICES	420.98
110-224	POLICE BUILDINGS	305.59
110-241	FIRE PROTECTION ADMIN.	4,833.88
110-261	CODE ENFORCEMENT ADMIN	383.95
110-310	PUBLIC WORKS ADMIN	189.57
110-320	STREETS	6,186.67
110-323	SIDEWALKS & CROSSWALKS	2,070.00
110-326	STREET LIGHTING	23,115.76
110-327	TRAFFIC CONTROL DEVICES	3,726.57
110-334	WEED CONTROL	286.75
110-335	YARD WASTE COLLECTION	31.67
110-370	CONSTRUCTION INSPECTION	65.59
110-381	CUSTODIAL SERVICES	1,030.12
110-383	BURGESS OSBORNE	64.27
110-384	RAILROAD DEPOT	491.22
110-388	GARMENT FACTORY	17.61
110-511	PARK ADMINISTRATION	970.76
110-512	LAKE ADMINISTRATION	1,048.28
110-521	DEMARS CENTER	91.62
110-541	PETERSON PARK	2,073.76
110-542	LAWSON PARK	85.06

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

ACCT	NAME	AMOUNT
110-544	CUNNINGHAM PARK	38.49
110-551	BOYS COMPLEX	1,898.64
110-552	GIRLS COMPLEX	469.28
110-553	JR FOOTBALL COMPLEX	182.57
110-555	KINZEL FIELD	41.79
110-556	T-BALL COMPLEX	420.63
110-561	EAST CAMPGROUND	124.95
110-562	WEST CAMPGROUND	36.83
110-563	MARINA AREA	1,157.49
110-564	BEACH AREA	28.02
110-651	ECONOMIC DEVELOPMENT	1,125.00
-----		
110 TOTAL	GENERAL FUND	219,006.92
122-653	HOTEL TAX ADMINISTRATION	11,213.62
-----		
122 TOTAL	HOTEL TAX FUND	11,213.62
123-584	BAGELFEST	1,063.76
123-586	LIGHTWORKS	44.00
-----		
123 TOTAL	FESTIVAL MGMT FUND	1,107.76
125-150	FINANCIAL ADMINISTRATION	173,341.75
-----		
125 TOTAL	INSURANCE & TORT JDGMNT	173,341.75
130-150	FINANCIAL ADMINISTRATION	371.32
130-321	STREETS	13,146.18
130-328	STORM DRAINAGE	520.80
130-385	CULTURE & RECREATION	21,333.86
-----		
130 TOTAL	CAPITAL PROJECT FUND	35,372.16
211-351	RESERVOIRS & WTR SOURCES	3,182.23
211-353	WATER TREATMENT PLANT	18,501.30
211-354	WATER DISTRIBUTION	4,969.49
211-355	ACCOUNTING & COLLECTION	558.71
211-356	ADMINISTRATIVE & GENERAL	255.10
-----		
211 TOTAL	WATER FUND	27,466.83
212-342	SEWER COLLECTION SYSTEM	4,456.14
212-343	SEWER LIFT STATIONS	731.75
212-344	WASTEWATER TREATMNT PLANT	18,125.62
212-345	ACCOUNTING & COLLECTION	320.91
212-346	ADMINISTRATIVE & GENERAL	50.00
-----		
212 TOTAL	SEWER FUND	23,684.42
213-361	MAINTENANCE & OPERATIONS	176.37
-----		
213 TOTAL	CEMETERY FUND	176.37
-----		
** TOTAL **		491,369.83

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

PROJECT	LINE ITEM	AMOUNT
146 WWTP AUTOM & MCC REPL	502 CONSTRUCTION PHASE	2,852.39
	** PROJECT 146 TOTAL **	2,852.39
159 35th Sanit Sewer Replc	502 ENGINEERING-CONSTRUCTION	522.45
	** PROJECT 159 TOTAL **	522.45

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: RLFBN

FUND : 127 REVOLVING LOAN FUND

DEPARTMENT: 652 REVOLVING LOANS

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

PAY DATE RANGE: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008200	COLES CO REGIONAL PLAN I-4261		127 5652-519	OTHER PROFESS:	JULY 09 RLF BILLING	099635	270.00
						VENDOR 01-008200 TOTALS	270.00
						DEPARTMENT 652 REVOLVING LOANS TOTAL:	270.00
						VENDOR SET 127 REVOLVING LOAN FUND TOTAL:	270.00
						REPORT GRAND TOTAL:	270.00

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

YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****			*****GROUP BUDGET*****		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2009-2010	127-5652-519	OTHER PROFESSIONAL SERVICE	270.00	4,400	4,040.00				
		TOTAL:	270.00						

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

ACCT	NAME	AMOUNT
127-652	REVOLVING LOANS	270.00
127 TOTAL	REVOLVING LOAN FUND	270.00
	*****	*****
	** TOTAL **	270.00

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000221	PERSONALCARE	INSURANCE I-200908210885	221 5411-211	STOP LOSS INS:	STOP LOSS AGGREGATE	099465	994.14
01-000221	PERSONALCARE	INSURANCE I-200908210885	221 5411-211	STOP LOSS INS:	STOP LOSS SPECIFIC	099465	10,856.77
						VENDOR 01-000221 TOTALS	11,850.91

DEPARTMENT 411 STOP LOSS INS COVERAGE TOTAL: 11,850.91

01-000221	PERSONALCARE	INSURANCE I-200908210885	221 5412-211	HEALTH PLAN A:	ADMIN FEES	099465	9,667.88
						VENDOR 01-000221 TOTALS	9,667.88

DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL: 9,667.88

01-000236	PERSONAL CARE	I-200908260952	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	39,072.41
01-000236	PERSONAL CARE	I-200908270985	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	14,031.37
						VENDOR 01-000236 TOTALS	53,103.78

DEPARTMENT 413 MEDICAL CLAIMS TOTAL: 53,103.78

01-000236	PERSONAL CARE	I-200908270985	221 5414-211	RX CLAIMS :	PERSONAL CARE	000000	19,009.88
						VENDOR 01-000236 TOTALS	19,009.88

DEPARTMENT 414 RX CLAIMS TOTAL: 19,009.88

VENDOR SET 221 HEALTH INSURANCE FUND TOTAL: 93,632.45

REPORT GRAND TOTAL: 93,632.45

## \*\* 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
2009-2010	221-5411-211	STOP LOSS INSURANCE	11,850.91	127,500	79,299.55				
	221-5412-211	HEALTH PLAN ADMINISTRATION	9,667.88	145,000	100,549.26				
	221-5413-211	MEDICAL CLAIMS	53,103.78	1,632,604	1,208,611.97				
	221-5414-211	RX CLAIMS	19,009.88	497,000	315,086.95				
		TOTAL:	93,632.45						

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

ACCT	NAME	AMOUNT
221-411	STOP LOSS INS COVERAGE	11,850.91
221-412	HEALTH PLAN ADMIN	9,667.88
221-413	MEDICAL CLAIMS	53,103.78
221-414	RX CLAIMS	19,009.88
221 TOTAL	HEALTH INSURANCE FUND	93,632.45
	** TOTAL **	93,632.45

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: 8/16/2009 THRU 8/31/2009

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL	I-200908260911	221 5412-211	HEALTH PLAN A:	DELTA DENTAL	000000	1,145.43
						VENDOR 01-000276 TOTALS	1,145.43
						DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL:	1,145.43
01-000276	DELTA DENTAL	I-200908260911	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	1,578.67
01-000276	DELTA DENTAL	I-200908260942	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	1,513.74
						VENDOR 01-000276 TOTALS	3,092.41
						DEPARTMENT 415 DENTAL CLAIMS TOTAL:	3,092.41
						VENDOR SET 221 HEALTH INSURANCE FUND TOTAL:	4,237.84
						REPORT GRAND TOTAL:	4,237.84

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
2009-2010	221-5412-211	HEALTH PLAN ADMINISTRATION	1,145.43	145,000	100,549.26				
	221-5415-211	DENTAL CLAIMS	3,092.41	100,000	74,188.16				
		TOTAL:	4,237.84						

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

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	1,145.43
221-415	DENTAL CLAIMS	3,092.41
221 TOTAL	HEALTH INSURANCE FUND	4,237.84
	** TOTAL **	4,237.84

NO ERRORS

										-----DEPOSIT-----	
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT--	---MESSAGE---		
09-12300-10	HAMPTON, AKIRA M	8/21/09	FINAL BILL	99476	39.66CR	100	34393	60.00CR			
13-22700-02	WHEELER, BENTON S	8/21/09	FINAL BILL	99477	56.81CR	100	33692	60.00CR			
14-23900-04	EASTIN, EDWARD M	8/21/09	FINAL BILL	99478	52.71CR	100	34228	60.00CR			
19-25010-09	WEBER, MICHAEL E	8/21/09	FINAL BILL	99479	24.43CR	100	34311	60.00CR			
25-14300-02	BERGSTROM, BRADLEY C	8/21/09	FINAL BILL	99480	23.46CR	100	34171	60.00CR			
29-04900-03	MCDOWELL, CURTIS T	8/21/09	FINAL BILL	99481	54.29CR	100	31382	60.00CR			
29-05700-02	NORMILE, HOLLY R	8/21/09	FINAL BILL	99482	42.01CR	100	34382	60.00CR			

										-----DEPOSIT-----	
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT--	---MESSAGE---		
01-24810-02	VOYLES, JANET S	8/26/09	FINAL BILL	99525	56.11CR	100	30297	60.00CR			
02-15500-03	SCHMIDT, ERICH C	8/26/09	FINAL BILL	99526	45.91CR	100	33722	60.00CR			
05-13500-05	BRAY, ROBERT J	8/26/09	FINAL BILL	99527	42.51CR	100	27865	60.00CR			
19-16010-08	SCHACKMANN, ERIC	8/26/09	FINAL BILL	99528	48.27CR	100	33516	60.00CR			
20-09000-01	WYMAN, VIRGINIA	8/26/09	FINAL BILL	99529	18.81CR	000		0.00			
21-06900-03	WALL, HEATHER L	8/26/09	FINAL BILL	99530	20.42CR	100	33051	60.00CR			
24-06100-03	MILLER, FRANCINE E	8/26/09	FINAL BILL	99531	58.88CR	100	32651	60.00CR			
26-16900-05	LOGSDON, SUSAN M	8/26/09	FINAL BILL	99532	25.31CR	100	28345	60.00CR			
29-22200-03	BEILER, SANDRA K	8/26/09	FINAL BILL	99533	9.80CR	100	27956A	60.00CR			
34-02500-09	IATROPOULOS, NICOLETTE C	8/26/09	FINAL BILL	99534	46.95CR	100	33646	60.00CR			
41-04500-04	EGGERMAN, DONALD L	8/26/09	FINAL BILL	99535	43.46CR	100	32565	60.00CR			

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 09/02/09      CDR NO: 2009-1005

SUBJECT: Request to dispose of surplus weapons by trade to Ray O'Herron Co.

SUBMITTAL DATE: 08/17/09

SUBMITTED BY: David Griffith, Chief of Police, Mattoon Police Dept.

APPROVED FOR      John D. Kolata      \_\_\_\_\_  
COUNCIL AGENDA:    Interim City Administrator      Date

EXHIBITS (If applicable):

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: NONE	BUDGETED: NONE	REQUIRED: None

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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 that the City Council authorize the Chief of Police to dispose of four (4) surplus weapons by transferring same to Ray O'Herron Co., Inc., Danville, IL, in exchange for credit to be used towards the purchase of other police equipment.”

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

The Mattoon Police Department currently has four surplus **long guns** as follows:

Ithaca PS (Police Special), serial number 371573852  
Cap-Chur Projector Rifle, Model 50, serial number 2026  
Iver Johnson, serial number 38566-B  
Remington, serial number 301990

All weapons are **extremely** dated firearms and are no longer usable by the Mattoon Police Department; therefore, the Chief of Police recommends that these guns be transferred to Ray O'Herron Co., Danville, IL, in exchange for credit to be used towards the purchase of other needed police equipment.

As of this writing, the Ray O'Herron Co. has not yet provided any firm offer until they actually view the weapons. It is anticipated that the offer may **not** be substantial due to the excessive age and less-than-ideal condition of the items; however, it is likely that MPD will be offered more in trade than we would receive at auction sale.

# NEW BUSINESS:

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## CITY OF MATTOON, ILLINOIS

### ORDINANCE NO. 2009-5279

#### AN ORDINANCE AMENDING SECTION 152.02 OF THE CITY OF MATTOON'S CODE OF ORDINANCES REGULATING FENCE CONSTRUCTION IN RESIDENTIAL ZONES

**WHEREAS**, the City of Mattoon currently has an ordinance that regulates the alteration and construction of fences within the City; and

**WHEREAS**, City staff has been directed to update the fence ordinance and make changes to Section 152.02 residential zones.

**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. Amendments.** Section 152.02 of the Code of Ordinances of the City of Mattoon is hereby repealed. Section 152.02 is reenacted as follows:

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#### § 152.02 RESIDENTIAL ZONES.

Fences constructed upon any lot or parcel of real estate located in a residential zoned district shall not exceed four feet in height from the building line to any street property line and shall not otherwise exceed six feet in height. On a corner lot, the four feet height requirement shall apply to the front yard in which the front entry of the structure is facing, unless the rear or side lot line (that could be the secondary front yard) is contiguous with the front yard of an any other lot, then the four feet height requirement shall also apply to the secondary front yard as applied to the front yard of the contiguous lot. Furthermore on a corner lot the vision clearance shall conform to Section 159.51 of the Zoning Ordinance and shall apply to all street intersection and any entrance to a public right of way from a street, alley or driveway.

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by a roll call vote, as follows:

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

\_\_\_\_\_

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
David W. Cline, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

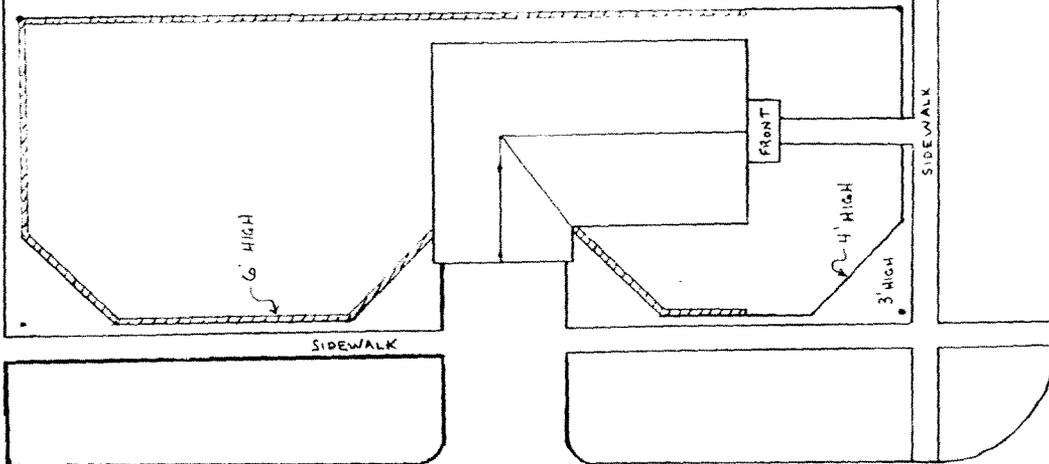
\_\_\_\_\_  
Susan J. O'Brien, City Clerk

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

Recorded in the Municipality's Records on \_\_\_\_\_, 2009.

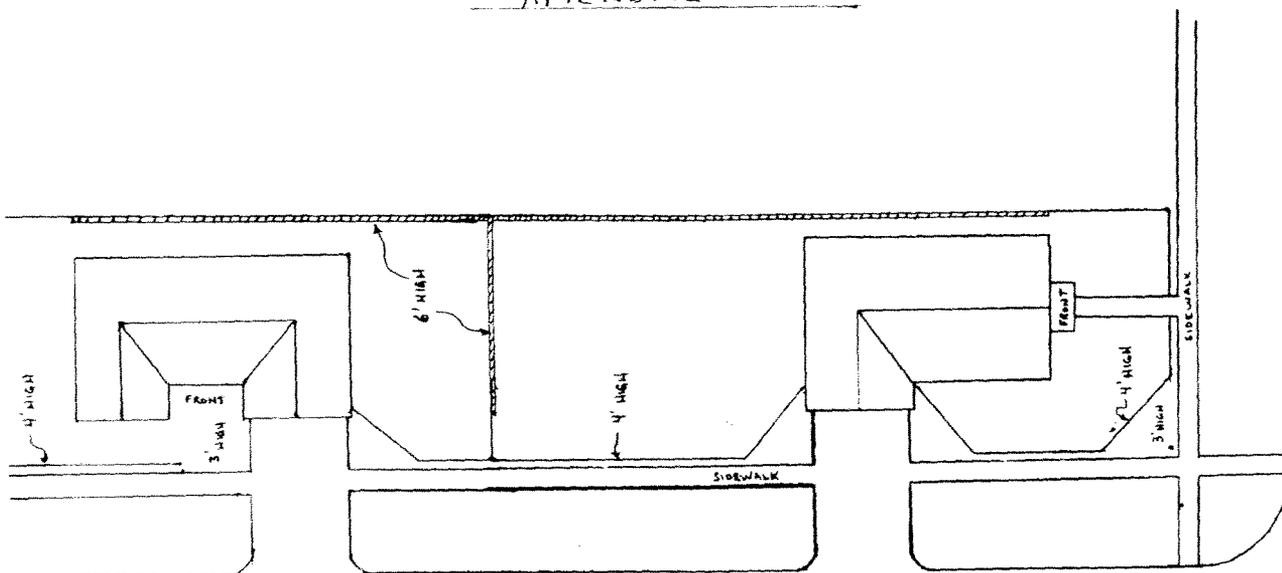
THIS IS NOT PART OF THE ORDINANCE  
CURRENT CODE

ALLEY



STREET

AMENDMENT



STREET

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2009-1354**

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

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

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

**Section 2.** The City of Mattoon, Illinois does not express any warranty or imply any statement of condition in regard to this equipment.

**Section 3.** The Mayor and City Clerk are hereby authorized to administratively sell, recycle, or otherwise destroy the property listed on Exhibit A to this ordinance without further formal consideration or approval by the City Council.

**Section 4.** Auctioneer Hank Bauer shall sell items on Exhibit B by this special ordinance at public auction on September 11, 2009 located at the corner of Cedar Street and 32<sup>nd</sup> Street (the former Garment Factory building). Any sale of equipment shall be made to the highest bidder on terms acceptable to the City Attorney & Treasurer.

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by a roll call vote, as follows:

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

\_\_\_\_\_

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

---

David W. Cline, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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Susan J. O'Brien, City Clerk

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J. Preston Owen, City Attorney

Recorded in the Municipality's Records on \_\_\_\_\_, 2009.

## EXHIBIT A

Special Ordinance 2009-1354

Porta Power	tall 2 door metal cabinet
Old Scott SCBA	2 window A/C units
Cord Reel	Weed eater
Box of old air chisels	TV and Stand
2 Stereo (boom box)	Creeper
2 Water Jugs	2 VCRs
Basketball Goal	3 small desk lamps
Misc. Small axes	Counter Top 6x8 L shaped
Small air compressor	1 treadmill
Old battery charger	3 night stands
Kitchen table	3 lamp tables
Metal desk	2 small fans
Computer table	Humidifier
Stove	6 cordless phones
Scott Pak with Case	Pots and pans
3 toro walk behind mowers	Snowblower
Hose washer	

Grasshopper 5216739 Model 721D2 Mower  
Woods Boundary Mav 350 Utility Vehicle 1016225

The following Police Department weapons are to be transferred to Ray O'Herron Company, Inc. of Danville, Illinois in exchange for credit towards the purchase of other police equipment:

Ithaca PS (Police Special), serial number 371573852  
Cap-Chur Projector Rifle, Model 50, serial number 2026  
Iver Johnson, serial number 38566-B  
Remington, serial number 301990

## EXHIBIT B

Special Ordinance 2009-1354

### Mattoon Public Library Items:

- Wooden 6 foot ladder
- Wooden 8 foot ladder
- Fiberglass 12 foot ladder
- 6 folding tables
- 1 wooden filing cabinet not original to the building.
- 2 TV carts of different ages.
- One medium side table
- One small side table
- One cassette deck from the 70's or 80's.
- The old snow blower (not the new one).
- 2 old vacuums
- 2 blue chairs

### Mattoon Fire Department Items:

Porta Power	2 small fans
Old Scott SCBA	Humidifier
Cord Reel	6 cordless phones
Box of old air chisels	Pots and pans
2 Stereo (boom box)	Snowblower
2 Water Jugs	
Basketball Goal	
Misc. Small axes	
Small air compressor	
Old battery charger	
Kitchen table	
Metal desk	
Computer table	
Stove	
Scott Pak with Case	
3 toro walk behind mowers	
Hose washer	
tall 2 door metal cabinet	
2 window A/C units	
Weed eater	
TV and Stand	
Creeper	
2 VCRs	
3 small desk lamps	
Counter Top 6x8 L shaped	
1 treadmill	
3 night stands	
3 lamp tables	

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2009-1355**

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND BARBARA L. PENDERGAST D/B/A PAT'S LOUNGE IN CONNECTION WITH THE MATTOON MIDTOWN REDEVELOPMENT PROJECT AREA**

**WHEREAS**, BARBARA L. PENDERGAST D/B/A PAT'S LOUNGE (the "**Grantee**"), have submitted a proposal to the City of Mattoon, Illinois (the "**Municipality**") for redevelopment of a part of the Municipality's Mattoon Midtown Redevelopment Project Area (the "**Redevelopment Project Area**"); and, thereafter, the Municipality and the Grantee have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, the "**Grant Agreement**") concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

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

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NAYS (Names): \_\_\_\_\_  
ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
David W. Cline, 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 \_\_\_\_\_, 2009.

Attachment (1) - EXHIBIT "A"

**EXHIBIT "A"**

**GRANT AGREEMENT**

This Grant Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF MATTOON, Coles County, Illinois, a municipal corporation (hereinafter the "Grantor"), and BARBARA L. PENDERGAST D/B/A PAT'S LOUNGE of 2019 Western Avenue, Mattoon, Coles County, Illinois, (hereinafter the "Grantee"), as follows:

1. Grantor does grant unto Grantee a sum of money equaling not more than Thirty Thousand Six Hundred Thirteen and 63/100 Dollars (\$30,613.63), to be disbursed as hereinafter described, subject to the following terms and conditions:

A. It is agreed and understood that said grant shall be for the sole purpose of offsetting the cost of the façade improvements at 2019 Western Avenue, Mattoon, Coles County, Illinois. Said exterior façade improvements shall be pursuant to a design which first must be acceptable to the City of Mattoon. The authorized agent acting on behalf of the City is the City Administrator or such other official the City Council may designate. The undersigned acknowledges that the primary consideration for the grant herein from the City of Mattoon unto the undersigned is to achieve an vibrant and inviting mid-town 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 façade improvements work shall remain the same and not be substantially changed without prior written consent of the City within 15 years of completion of the same, which covenant shall survive the payment of the grant and remain obligatory unto the parties herein whether or not they retain control of the property or transfer the same to a third party within said 15 years. Should the undersigned sell or convey all or a part of

said property, it guarantees and promises unto the City of Mattoon that it shall include in the deed of conveyance a restriction for said 15-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 complete the façade improvements within 60 days of initial approval from the City, and to proceed diligently to the completion of the same, but in no event to be completed in not less than 12 months from the date hereof. During said construction, the City, at any time, can issue a written notice to the undersigned that it is in violation of the agreed upon design and specifications heretofore approved by the City. The undersigned will have thirty (30) days from receipt of written notice of noncompliance with design to correct the same to the City's satisfaction or otherwise reach a mutually agreeable resolution of the same. If correction or a mutual resolution is not completed within said thirty (30) day response time, then in that event, the City may consider this grant to be in default, to cease all future payments due hereunder, and shall rescind the grant. Though the City of Mattoon retains approval authority and oversight responsibility for the design and environmental engineering program discussed herein, it is not responsible for the construction of the same or for the payment of the same. Accordingly, the Grantee 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 offsetting the façade improvement cost at 2019 Western Avenue, Mattoon, Coles County, Illinois.

C. It is agreed and understood that there is dollar limit flexibility between the elements of construction cost as more fully set forth hereinabove. Said amount of said grant shall be based upon 90% of the actual construction cost of the façade improvement work, but not to exceed Thirty Thousand Six Hundred Thirteen and 63/100 Dollars (\$30,613.63)) as determined by the City's authorized agent.

D. Said grant is to be used solely for the following described real estate, commonly known as 2019 Western Avenue, Mattoon, Illinois, but more specifically described as:

Lot Eight (8) Block One Hundred Eleven (111) in Noyes' Addition to the  
City of Mattoon, Coles County, Illinois

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

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 façade improvement work and said annual payments shall continue to be paid on each September 1<sup>st</sup> thereafter for a period of nine years. The amount of each partial payment shall be Three Thousand Sixty-One and 36/100 Dollars (\$3,061.36) or 10% of the actual construction cost for the work authorized within the scope of this grant, whichever is less, as certified by the City's authorized agent. The payments shall only be made if this grant is valid and in full force at the time the payment is to be made.

3. This Grant is expressly contingent upon the execution of this grant agreement by Grantee and Grantor and upon presentation to Grantor of vouchers, invoices, canceled checks 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 rescheduled session on September 2, 2009.

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

9. Grantor reserves to itself the right to seek reimbursement for the amount expended under

this grant from revenues of the Mattoon Midtown Tax Increment Financing District.

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

GRANTEE

CITY OF MATTOON, GRANTOR

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Barbara L. Pendergast  
d/b/a Pat's Lounge

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David W. Cline, Mayor

ATTEST:

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Susan J. O'Brien, City Clerk

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2009-1356**

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND JOHN WOODRUFF D/B/A EXPRESS DRIVE THRU, INC. IN CONNECTION WITH THE MATTOON MIDTOWN REDEVELOPMENT PROJECT AREA**

**WHEREAS**, JOHN WOODRUFF D/B/A EXPRESS DRIVE THRU, INC. (the “**Grantee**”), have submitted a proposal to the City of Mattoon, Illinois (the “**Municipality**”) for redevelopment of a part of the Municipality’s Mattoon Midtown Redevelopment Project Area (the “**Redevelopment Project Area**”); and, thereafter, the Municipality and the Grantee have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, the “**Grant Agreement**”) concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

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

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NAYS (Names): \_\_\_\_\_  
ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
David W. Cline, 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 \_\_\_\_\_, 2009.

Attachment (1) - EXHIBIT "A"

## **EXHIBIT "A"**

### **GRANT AGREEMENT**

This Grant Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF MATTOON, Coles County, Illinois, a municipal corporation (hereinafter the "Grantor"), and John Woodruff D/B/A Express Drive Thrus, Inc. located at 1929 Meadowlake Avenue, Charleston, Coles County, Illinois, (hereinafter the "Grantee"), as follows:

1. Grantor does grant unto Grantee up to the sum of Thirty-Two Thousand (\$32,000.00), to be disbursed as hereinafter described, subject to the following terms and conditions:

A. It is agreed and understood that said grant shall be for the sole purpose of building demolition and redevelopment of 1012 Charleston Avenue, Mattoon, Coles County, Illinois. The redevelopment plan includes the demolition of the home on the property, utility extensions, and public infrastructure improvements for the construction of a 3,000 square foot building. Further as additional consideration herein, the undersigned covenants that once completed, said City approved demolition and redevelopment 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 for 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 redevelopment for said 10 year period. Said prohibition upon a substantial alteration of said demolition and redevelopment 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 area restoration within 60 days of the 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 solution of the same. If corrections for a mutual resolution is not completed within said thirty (30) day response time, then in that event, the City may consider this grand to be in default, to cease all future payments due hereunder, shall rescind the grant. Though the City of Mattoon retains approval authority and oversight responsibility for the demolition and

redevelopment program discussed herein, it is not responsible for the destruction or construction of the same nor for the payment of the same. Accordingly, the Grantee 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 demolition and redevelopment construction, and, further, agrees to indemnify and hold the City of Mattoon free and harmless in association with any damages or claims for damages by the Grantee, or other third parties.

B. It is agreed and understood that the grant shall be for the purpose of demolishing the existing building at 1012 Charleston Avenue, Mattoon, Coles County, Illinois and replacing the former structure with a new 3,000 square foot building.

C. It is agreed and understood that there is dollar limit flexibility between the elements of construction costs as more fully set forth hereinabove. Said grant proceeds shall be based upon the actual demolition/construction cost of work and the incremental property taxes received by the City, but shall not exceed Thirty-Two Thousand Dollars (\$32,000) as determined by the City authorized agent.

D. Said grant is to be used solely for the following described real estate, commonly known as 1012 Charleston Avenue, Mattoon, Illinois, but more specifically described as:

Lot (9) in Block One Hundred Thirty Four (134) in the Original Town, now City of  
Mattoon, Coles County, Illinois

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

2. The Grant amount shall be forty-five percent (45%) of the incremental real estate taxes received on the property indicated in Paragraph D above each year, for a period of 10 years, up to a cumulative maximum amount of Thirty-Two Thousand (\$32,000). The annual payment shall be calculated as follows:

A. Each year the current years equalized assessed value (EAV) shall be subtracted from the equalized assessed value at the time of the signing of this agreement (herein agreed to be \$16,353). This shall be the incremental equalized assessed value (IEAV).

B. The IEVA shall then be multiplied by the current years total tax rate as applied to the properties. This shall be the incremental real estate taxes.

C. The IRET shall be multiplied by forty-five percent (45%) and that amount shall be paid to the Grantee.

3. Grantor shall pay the percentage indicated above in annual partial payments. These payments shall begin on September 30, in the first full tax year following the completion of all the demolition/redevelopment work and said annual payments shall continue to be paid on each September 30<sup>th</sup> thereafter up to a total period of (10) ten years.

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. 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.

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

7. This grant is to be disbursed in 10 installments subject to the Grantor's receipt of Incremental Property Taxes, commencing the 30<sup>th</sup> of September 2009. 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.

8. This grant made herein is pursuant to a Special Ordinance duly adopted by the City Council of the City of Mattoon meeting in rescheduled session on September 2, 2009.

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

10. 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

---

John Woodruff  
Express Drive Thrus, Inc.

---

David W. Cline, Mayor

ATTEST:

---

Susan J. O'Brien, City Clerk

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**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2009-1357**

**AN ORDINANCE GRANTING A VARIANCE FROM THE FRONT YARD SETBACK REQUIREMENT AT 2421 RICHMOND AVENUE.**

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

Lot six (6), Block seventy-nine (79) of Noyes Addition to the City of Mattoon, Coles County, Illinois; commonly known as 2421 Richmond Ave., Mattoon

**WHEREAS**, said petition requests that a variance be granted pursuant to applicable ordinances of the municipality to allow the placement of a portable shed in the front yard at 2421 Richmond Ave., which will reduce the front yard setback on North 25<sup>th</sup> Street from the required 10 feet to 6 feet; and

**WHEREAS**, the zoning code requires front yard setback on both streets on corner lots in R1, Single Family Residence Zoning District; and

**WHEREAS**, the Zoning Board of Appeals held a properly noticed, public hearing on August 18, 2009 regarding petitioner's request for said variance; and

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

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

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

**Section 1.** Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of Ordinances, the property legally described as aforesaid, be and the same is granted a variance of the front yard setback requirement to enable the placement of a portable shed in the front yard at 2421 Richmond Avenue, which will reduce the front yard setback on North 25<sup>th</sup> Street from the required 10 feet to 6 feet.

**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 \_\_\_\_\_, 2009, by a roll call vote, as follows:

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
David W. Cline, 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 \_\_\_\_\_, 2009.

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2009-1358**

**SPECIAL ORDINANCE: AUTHORIZING THE SALE OF LOT 76 IN LAKE PARADISE SUBDIVISION TO JOHN R. ARMSTRONG OWNER OF A HOME ON LEASED PREMISES AT LOT 76, LAKE PARADISE SUBDIVISION, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION. (COMMONLY KNOWN AS 2926 LAKE PARADISE ROAD)**

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

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

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

**WHEREAS**, John R. Armstrong is desiring to purchase the property for \$10,000; and

**WHEREAS**, John R. Armstrong is the owner of the home located on the property; and

**WHEREAS**, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$10,000 was the fair market value of the real estate as of May 19, 2009, a copy of which is attached hereto and incorporated herein by this reference; and

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

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

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

**Section 1.** The City Attorney is authorized to prepare closing documents and the Mayor and City Clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 2 of this ordinance to John R. Armstrong, subject to a payment of \$10,000 plus all other expenses of the sale. The purchase price will be due at closing.

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

Lot 76 in Lake Paradise Subdivision, Unincorporated Coles County, Illinois.

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NAYS (Names): \_\_\_\_\_  
ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
David W. Cline, 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 \_\_\_\_\_, 2009.

### INVOICE

<b>FROM</b> Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<b>FILE NUMBER</b> 09-201-LAND
<b>TO</b> City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938	

Invoice Date	Appraisal Date	Loan Number	Case Number	Tax ID Number	Contact Phone
June 29, 2009	May 19, 2009		CITY OF MATTOON	32-0007874	217-235-4789

<b>PROPERTY INFORMATION</b>	Purchaser/Borrower <u>Client: City of Mattoon</u>
	Property Address <u>2926 East Lake Paradise Road</u> Unit No. <u>N/A</u>
	City <u>Mattoon</u> Subdivision <u>Lake Paradise Subdivision</u>
	County <u>Coles</u> State <u>IL</u> Zip Code <u>61938</u>
	Legal Description <u>Lot 76, Lake Paradise Subdivision</u>

<b>INVOICE INFORMATION</b>	Appraisal Fee Amount .....	\$ <u>75.00</u>	
	Mail or Handling Fee .....	\$ _____	
	Additional Charge No. 1 .....	\$ _____	
	Additional Charge No. 2 .....	\$ _____	
	Additional Charge No. 3 .....	\$ _____	
	Sales Tax (    %) .....	\$ _____	
	Total Amount of Invoice		\$ <u><u>75.00</u></u>
	Comments: <b>LATE CHARGES: 45 Days Late - \$30.00</b>		
	<b>60 Days Late - \$60.00</b>		
	<b>90 Days Late - \$90.00</b>		
<b>120 Days Late - \$120.00</b>			

Invoice Date	Appraisal Date	Loan Number	Case Number	File Number	Client's Phone
June 29, 2009	May 19, 2009		CITY OF MATTOON	09-201-LAND	217-235-5654

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

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



**Property Address:**

2926 East Lake Paradise Road  
Mattoon, IL 61938

**Prepared For:**

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

**Prepared As Of:**

May 19, 2009

**Prepared By:**

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

GORDON APPRAISAL SERVICE, INC. - Summary Report

**LAND APPRAISAL REPORT**

File No. 09-201-LAND

**IDENTIFICATION**

Borrower Client: City of Mattoon Census Tract 0002.00 Map Reference 17029  
 Property Address 2926 East Lake Paradise Road  
 City Mattoon County Coles State IL Zip Code 61938  
 Legal Description Lot 76, Lake Paradise Subdivision  
 Sale Price \$ N/A Date of Sale N/A Loan Term Unk yrs. Property Rights Appraised  Fee  Leasehold  De Minimus PUD  
 Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions  
 Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL 61938  
 Occupant Tenant Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

**NEIGHBORHOOD**

Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Employment Stability	Good	Avg.	Fair	Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input checked="" type="checkbox"/> Fully Developed	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	100 % 1 Family	% 2-4 Family	% Apts.	% Condo	% Commercial	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely(*)	<input type="checkbox"/> Taking Place (*)		Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	% Vacant		Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ 25,000 to \$ 100,000	Predominant Value \$ 60,000		Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	30 yrs. to 60 yrs.	Predominant Age 50 yrs.		General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)				See Attached Addendum....				

**SITE**

Dimensions See Attached Plat Map = 8,163 sf Sq. Ft. or Acres  Corner Lot  
 Zoning Classification Restrictive Covenants Present Improvements  Do  Do not conform to zoning regulations  
 Highest and Best Use  Present Use  Other (specify)  
 Electricity  Public  Other (Describe) OFF SITE IMPROVEMENTS  
 Gas  Street Access  Public  Private Topo Mostly level  
 Water  Surface Oil & chip Size Typical for neighborhood  
 San. Sewer  Maintenance  Public  Private Shape Irregular  
 Underground Elec. & Tel.  Storm Sewer  Curb/Gutter View Lake Paradise - Lake View  
 Sidewalk  Street Lights Drainage Adequate  
 Is the property located in a HUD Identified Special Flood Hazard Area?  Yes  No  
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements and encroachments apparent. Utility easements are those typical to the neighborhood. THIS SITE IS VALUED AS THOUGH VACANT WITH NO SEPTIC SYSTEM, BUILDINGS AND SITE IMPROVEMENTS.

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

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	2926 East Lake Paradise Road Mattoon, IL 61938	1865 Scenic Lane Mattoon	2944 East Lake Paradise Road Mattoon	Lot 11, Frank Prah's 4th Addition Neoga
Proximity to Subject		0.21 Miles WSW	0.12 Miles ENE	3.17 Miles SW
Sales Price	\$ N/A	\$ 13,500	\$ 19,000	\$ 27,000
Price P/sq.ft.	\$ N/A	\$ 1.18	\$ 1.36	\$ 1.29
Data Source	Inspect/owner	County records/Appraiser files	County Assessor	MLS #192730
Date of Sale and Time Adjustment	DESCRIPTION 6-06	DESCRIPTION 06-06	DESCRIPTION 12-07	DESCRIPTION 8-04
Location	Lake Paradise	Lake Paradise	Lake Paradise	Lake Mattoon
Site/View	8,163 sf/Lake View	11,400 sf/Lake View	14,000 sf/Lake View	21,000sf/Lake Frontage
Topography	Mostly level	Mostly level	Mostly level	Mostly level
Utilities	Water,elec,gas	Water,elec,gas	Water,elec,gas	Water,elec,gas
Zoning	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants
Excess Land	None	None	13,340 sf	7,100 sf
Sales or Financing Concessions	Typical	Typical	Typical	Typical
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -3900	<input checked="" type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -9400	<input checked="" type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -16700
Indicated Value of Subject	G: 28.89% N: 28.89%	\$ 9,600	G: 49.47% N: 49.47%	\$ 10,300

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

**RECONCILIATION**

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

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

**I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF** May 19, 2009 **to be \$** 10,000

Appraiser(s)   
 Stanley D. Gordon, CREA Review Appraiser (if applicable)  
 Certification/License # 553-000262  Did  Did Not Physically Inspect Property

**TEXT ADDENDUM**

Borrower/Client	City of Mattoon		
Address	2926 East Lake Paradise Road	Unit No.	N/A
City	Mattoon	County	Coles
		State	IL
		Zip Code	61938
Lender/Client	City of Mattoon		

**NEIGHBORHOOD MARKETABILITY FACTORS**

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

**USPAP COMPLIANCE ADDENDUM**

Borrower/Client City of Mattoon  
 Address 2926 East Lake Paradise Road Unit No. N/A  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender/Client City of Mattoon

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

- Self Contained (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Summary (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Use (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

**COMMENTS ON STANDARDS RULE 2-3**

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

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

**COMMENTS ON APPRAISAL AND REPORT IDENTIFICATION**

Note any USPAP related issues requiring disclosure and any State mandated requirements:

Income Approach is not applicable for vacant single family residential sites that are not generating rental income. Departure from USPAP Standard 1- 4b due to Cost Approach not necessary in scope of work according to Limiting Condition #8.

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

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

**APPRAISER**

Signature   
 Name Stanley D. Gordon, CREA  
 Date of Signature June 29, 2009  
 State Certification # \_\_\_\_\_  
 or State License # 553-000262  
 State IL  
 Expiration Date of Certification or License 09-30-09  
 Effective Date of Appraisal: May 19, 2009

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_  
 Supervisory Appraiser inspection of Subject Property:  
 Did Not  Exterior-only from street  Interior and Exterior



### SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client <u>City of Mattoon</u>		Unit No. <u>N/A</u>
Address <u>2926 East Lake Paradise Road</u>		Zip Code <u>61938</u>
City <u>Mattoon</u>	County <u>Coles</u>	State <u>IL</u>
Lender/Client <u>City of Mattoon</u>		



**Front View**



**Lake View**



**Street View**

### SUBJECT PHOTOGRAPH ADDENDUM

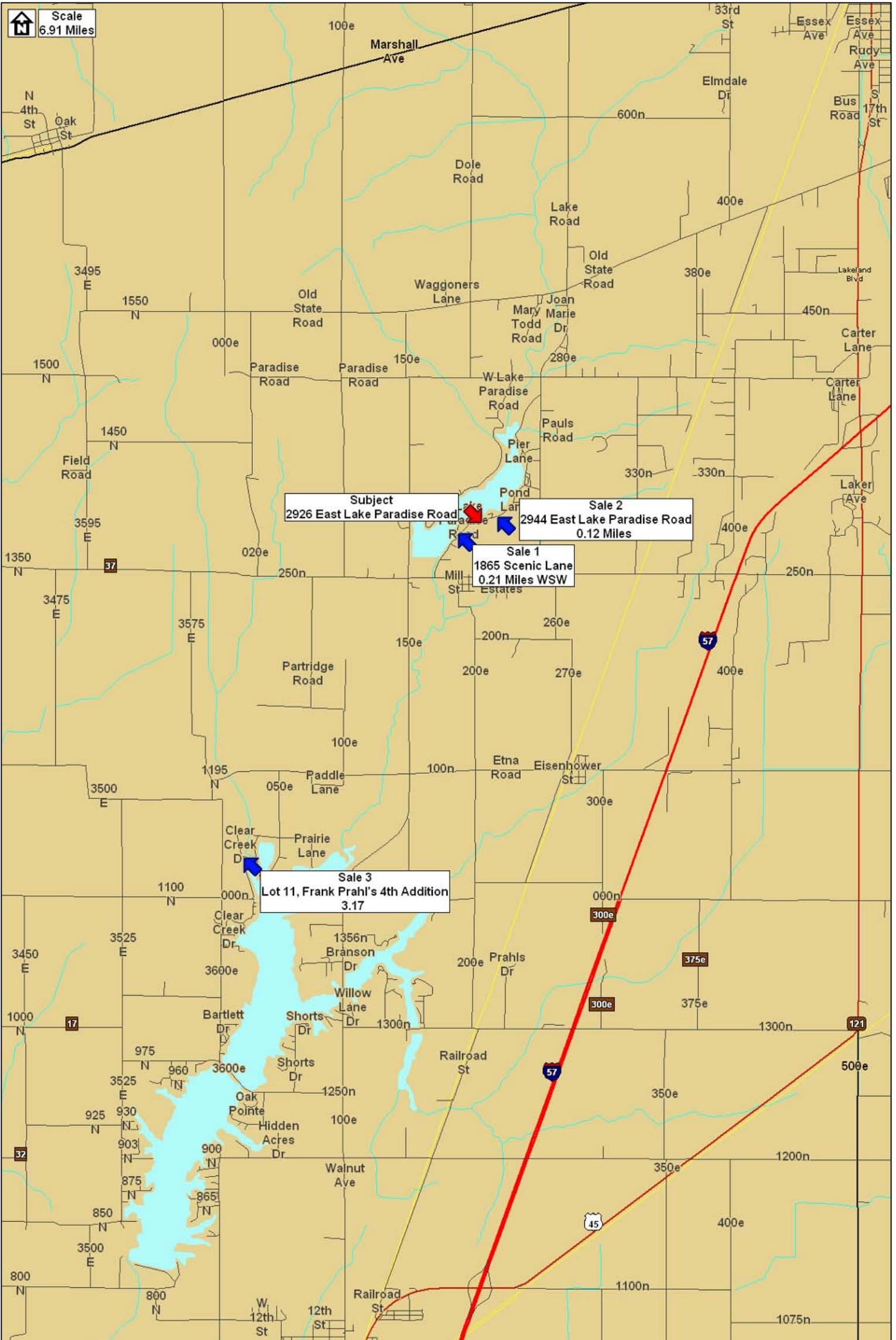
Borrower/Client <u>City of Mattoon</u>			
Address <u>2926 East Lake Paradise Road</u>		Unit No.	<u>N/A</u>
City <u>Mattoon</u>	County <u>Coles</u>	State <u>IL</u>	Zip Code <u>61938</u>
Lender/Client <u>City of Mattoon</u>			



**Street View**

### LOCATION MAP

Borrower/Client	City of Mattoon	Unit No.	N/A
Address	2926 East Lake Paradise Road	County	Coles
City	Mattoon	State	IL
Lender/Client	City of Mattoon	Zip Code	61938



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

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

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

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

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

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

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

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

**ADDRESS OF PROPERTY APPRAISED:** 2926 East Lake Paradise Road, Mattoon, IL 61938

**APPRAISER:**

Signature:   
 Name: Stanley D. Gordon, CREA  
 Date Signed: June 29, 2009  
 State Certification #: \_\_\_\_\_  
 or State License #: 553-000262  
 State: IL  
 Expiration Date of Certification or License: 09-30-09

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

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

## REAL ESTATE SALES CONTRACT

This agreement is made on \_\_\_\_\_, by the City of Mattoon, an Illinois municipal corporation ("seller"), of 208 North 19<sup>th</sup> Street, Mattoon, Coles County, Illinois, and John R. Armstrong ("purchaser"), of 3000 Western, Mattoon, Illinois 61938.

### **Recitals**

1. Seller is the owner of the lot or parcel of real property situated at 2926 E. Lake Paradise Road, unincorporated Coles County, Illinois, and more fully described as follows:

Lot 76 in Lake Paradise Subdivision, in unincorporated Coles County, Illinois.

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

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

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

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

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

Lot Price	\$ 10,000.00
Subdivision Costs	\$ 438.00
Appraisal	\$ 75.00
Prorated Rent for 2009	<u>\$ 177.49</u>
Total	\$ 10,690.49

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

### **Section II. Title**

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

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

Seller will convey title as follows: John R. Armstrong and Cheryl L. Armstrong

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

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

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

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

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

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

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

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

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

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

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

### **Section VII. Approval of City Council**

The City Council of the City of Mattoon, Illinois has duly authorized this transaction by the following actions: One March 21, 2006 the Mattoon City Council approved, pursuant to Illinois

Statute 65 ILCS 5/11-76-4.1, Resolution No. 2006-2642 declaring, among others, Lot 76 of Lake Paradise Subdivision as surplus and authorized the management staff of the City to negotiate for the sale of the property. On September 2, 2009 the Mattoon City Council approved a Special Ordinance which approved the form of this contract and authorized the Mayor and City Clerk to sign any documents necessary to finalize the sale as called for in this agreement.

**Section VIII. Signature and Effective Date**

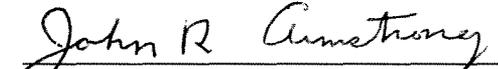
This instrument will not be effective as a contract until duly signed by both parties. The above date is the date of execution and effective date of the contract. The date of signature by each party is the above date unless otherwise indicated after the signature.

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

Seller

Purchaser

\_\_\_\_\_  
David W. Cline, Mayor

  
\_\_\_\_\_  
John R. Armstrong

ATTEST:

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

This instrument was prepared by:

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

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2009-1359**

**SPECIAL ORDINANCE: AUTHORIZING THE SALE OF LOT 83 IN LAKE PARADISE SUBDIVISION TO JOHN R. ARMSTRONG OWNER OF A HOME ON LEASED PREMISES AT LOT 83, LAKE PARADISE SUBDIVISION, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION. (COMMONLY KNOWN AS 1977 SCENIC LANE)**

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

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

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

**WHEREAS**, John R. Armstrong is desiring to purchase the property for \$7,000; and

**WHEREAS**, John R. Armstrong is the owner of the home located on the property; and

**WHEREAS**, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$7,000 was the fair market value of the real estate as of May 19, 2009, a copy of which is attached hereto and incorporated herein by this reference; and

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

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

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

**Section 1.** The City Attorney is authorized to prepare closing documents and the Mayor and City Clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 2 of this ordinance to John R. Armstrong, subject to a payment of \$7,000 plus all other expenses of the sale. The purchase price will be due at closing.

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

Lot 83 in Lake Paradise Subdivision, Unincorporated Coles County, Illinois.

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by a roll call vote, as follows:

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
David W. Cline, 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 \_\_\_\_\_, 2009.

### INVOICE

<b>FROM</b> Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<b>FILE NUMBER</b> 09-194-LAND
<b>TO</b> City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938	

Invoice Date	Appraisal Date	Loan Number	Case Number	Tax ID Number	Contact Phone
July 3, 2009	May 19, 2009		ARMSTRONG	32-0007874	217-235-4789

<b>PROPERTY INFORMATION</b>	Purchaser/Borrower <u>Client: City of Mattoon</u>	
	Property Address <u>1977 Scenic Lane</u>	Unit No. <u>N/A</u>
	City <u>Mattoon</u>	Subdivision <u>Lake Paradise Subdivision</u>
	County <u>Coles</u>	State <u>IL</u> Zip Code <u>61938</u>
	Legal Description <u>Lot 83, Lake Paradise Subdivision</u>	

<b>INVOICE INFORMATION</b>	Appraisal Fee Amount .....	\$ <u>75.00</u>	
	Mail or Handling Fee .....	\$ _____	
	Additional Charge No. 1 .....	\$ _____	
	Additional Charge No. 2 .....	\$ _____	
	Additional Charge No. 3 .....	\$ _____	
	Sales Tax (    %) .....	\$ _____	
	Total Amount of Invoice		\$ <u><u>75.00</u></u>
	Comments: <b>LATE CHARGES: 45 Days Late - \$30.00</b>		
	<b>60 Days Late - \$60.00</b>		
	<b>90 Days Late - \$90.00</b>		
<b>120 Days Late - \$120.00</b>			

Invoice Date	Appraisal Date	Loan Number	Case Number	File Number	Client's Phone
July 3, 2009	May 19, 2009		ARMSTRONG	09-194-LAND	217-235-5654

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

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



**Property Address:**

1977 Scenic Lane  
Mattoon, IL 61938

**Prepared For:**

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

**Prepared As Of:**

May 19, 2009

**Prepared By:**

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

GORDON APPRAISAL SERVICE, INC. - Summary Report

**LAND APPRAISAL REPORT**

File No. 09-194-LAND

**IDENTIFICATION**

Borrower Client: City of Mattoon Census Tract 0002.00 Map Reference 17029  
 Property Address 1977 Scenic Lane  
 City Mattoon County Coles State IL Zip Code 61938  
 Legal Description Lot 83, Lake Paradise Subdivision  
 Sale Price \$ N/A Date of Sale N/A Loan Term Unk yrs. Property Rights Appraised  Fee  Leasehold  De Minimus PUD  
 Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions  
 Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL 61938  
 Occupant Tenant Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

**NEIGHBORHOOD**

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

**SITE**

Dimensions See Attached Plat Map = 6,000 sf Sq. Ft. or Acres  Corner Lot  
 Zoning Classification Restrictive Covenants Present Improvements  Do  Do not conform to zoning regulations  
 Highest and Best Use  Present Use  Other (specify)  
 Electricity  Public  Other (Describe)  
 Gas   
 Water   
 San. Sewer   
 Underground Elec. & Tel.  
 OFF SITE IMPROVEMENTS  
 Street Access  Public  Private  
 Surface Oil & chip  
 Maintenance  Public  Private  
 Storm Sewer  Curb/Gutter  
 Sidewalk  Street Lights  
 Topo Mostly level  
 Size Typical for neighborhood  
 Shape Irregular  
 View Lake Paradise - Lake View  
 Drainage Adequate  
 Is the property located in a HUD Identified Special Flood Hazard Area?  Yes  No  
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements and encroachments apparent. Utility easements are those typical to the neighborhood. THIS SITE IS VALUED AS THOUGH VACANT WITH NO SEPTIC SYSTEM, BUILDINGS AND SITE IMPROVEMENTS.

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

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1977 Scenic Lane Mattoon, IL 61938	1865 Scenic Lane Mattoon	2944 East Lake Paradise Road Mattoon	Lot 11, Frank Prah's 4th Addition Neoga
Proximity to Subject		0.04 Miles SW	0.26 Miles NE	3.05 Miles SW
Sales Price	\$ N/A	\$ 13,500	\$ 19,000	\$ 27,000
Price P/sq.ft.	\$ N/A	\$ 1.18	\$ 1.36	\$ 1.29
Data Source	Inspect/owner	County records/Appraiser files	County Assessor	MLS #192730
Date of Sale and Time Adjustment	DESCRIPTION 6-06	DESCRIPTION 06-06	DESCRIPTION 12-07	DESCRIPTION 8-04
Location	Average	Lake Paradise	Lake Paradise	Lake Mattoon
Site/View	6,000 sf/Lake View	11,400 sf/Lake View	14,000 sf/Lake View	21,000sf/Lake Frontage
Topography	Mostly level	Mostly level	Mostly level	Mostly level
Utilities	Water,elec,gas	Water,elec,gas	Water,elec,gas	Water,elec,gas
Zoning	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants
Excess Land	None	None	3000	7,100 sf
Sales or Financing Concessions	Typical	Typical	Typical	Typical
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -3500	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -12000	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -21400
Indicated Value of Subject		G: 70.37% N: 25.93% \$ 10,000	G: 63.16% N: 63.16% \$ 7,000	G: 79.26% N: 79.26% \$ 5,600

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

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

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

**I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF** May 19, 2009 **to be \$ 7,000**

Appraiser(s)   
 Stanley D. Gordon, CREA Review Appraiser (if applicable)

Certification/License # 553-000262  Did  Did Not Physically Inspect Property

**TEXT ADDENDUM**

Borrower/Client	City of Mattoon		
Address	1977 Scenic Lane	Unit No.	N/A
City	Mattoon	County	Coles
		State	IL
		Zip Code	61938
Lender/Client	City of Mattoon		

**NEIGHBORHOOD MARKETABILITY FACTORS**

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

USPAP COMPLIANCE ADDENDUM

Borrower/Client City of Mattoon
Address 1977 Scenic Lane
City Mattoon County Coles State IL Zip Code 61938
Lender/Client City of Mattoon

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- Self Contained (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
[X] Summary (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
Restricted Use (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

COMMENTS ON STANDARDS RULE 2-3

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

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

COMMENTS ON APPRAISAL AND REPORT IDENTIFICATION

Note any USPAP related issues requiring disclosure and any State mandated requirements:

Income Approach is not applicable for vacant single family residential sites that are not generating rental income. Departure from USPAP Standard 1- 4b due to Cost Approach not necessary in scope of work according to Limiting Condition #8.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

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

APPRAISER

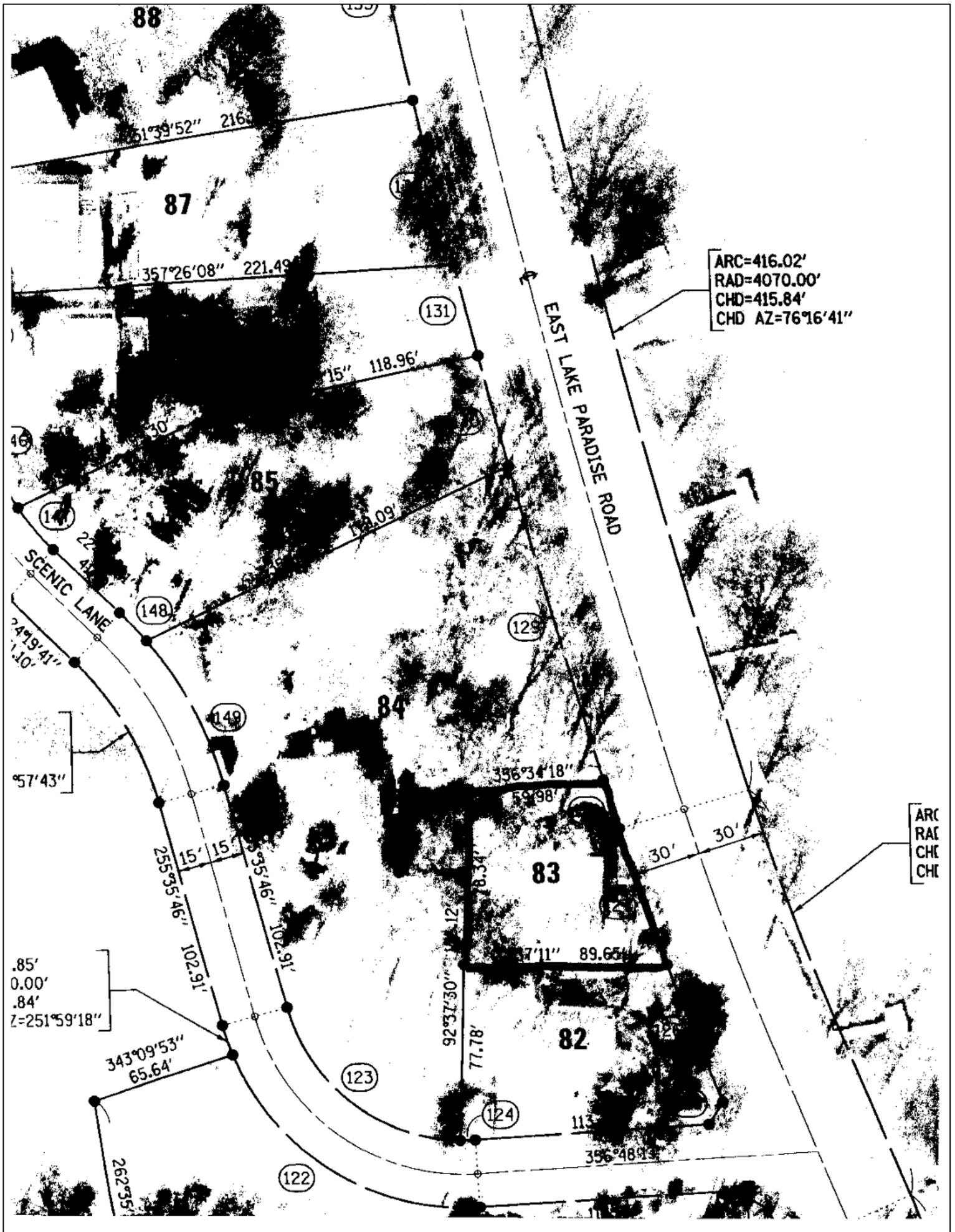
Signature Stanley D. Gordon, CREA
Name Stanley D. Gordon, CREA
Date of Signature October 14, 2008
State Certification # July 3, 2009
or State License # 553-000262
State IL
Expiration Date of Certification or License 09-30-09
Effective Date of Appraisal: May 19, 2009

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License
Supervisory Appraiser inspection of Subject Property:
[ ] Did Not [ ] Exterior-only from street [ ] Interior and Exterior

### PLAT MAP

Borrower/Client	City of Mattoon	Unit No.	N/A
Address	1977 Scenic Lane	State	IL
City	Mattoon	County	Coles
Lender/Client	City of Mattoon	Zip Code	61938



### SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client <u>City of Mattoon</u>		Unit No. <u>N/A</u>
Address <u>1977 Scenic Lane</u>		Zip Code <u>61938</u>
City <u>Mattoon</u>	County <u>Coles</u>	State <u>IL</u>
Lender/Client <u>City of Mattoon</u>		



**Front View**



**Lake View**



**Street View  
west**

### SUBJECT PHOTOGRAPH ADDENDUM

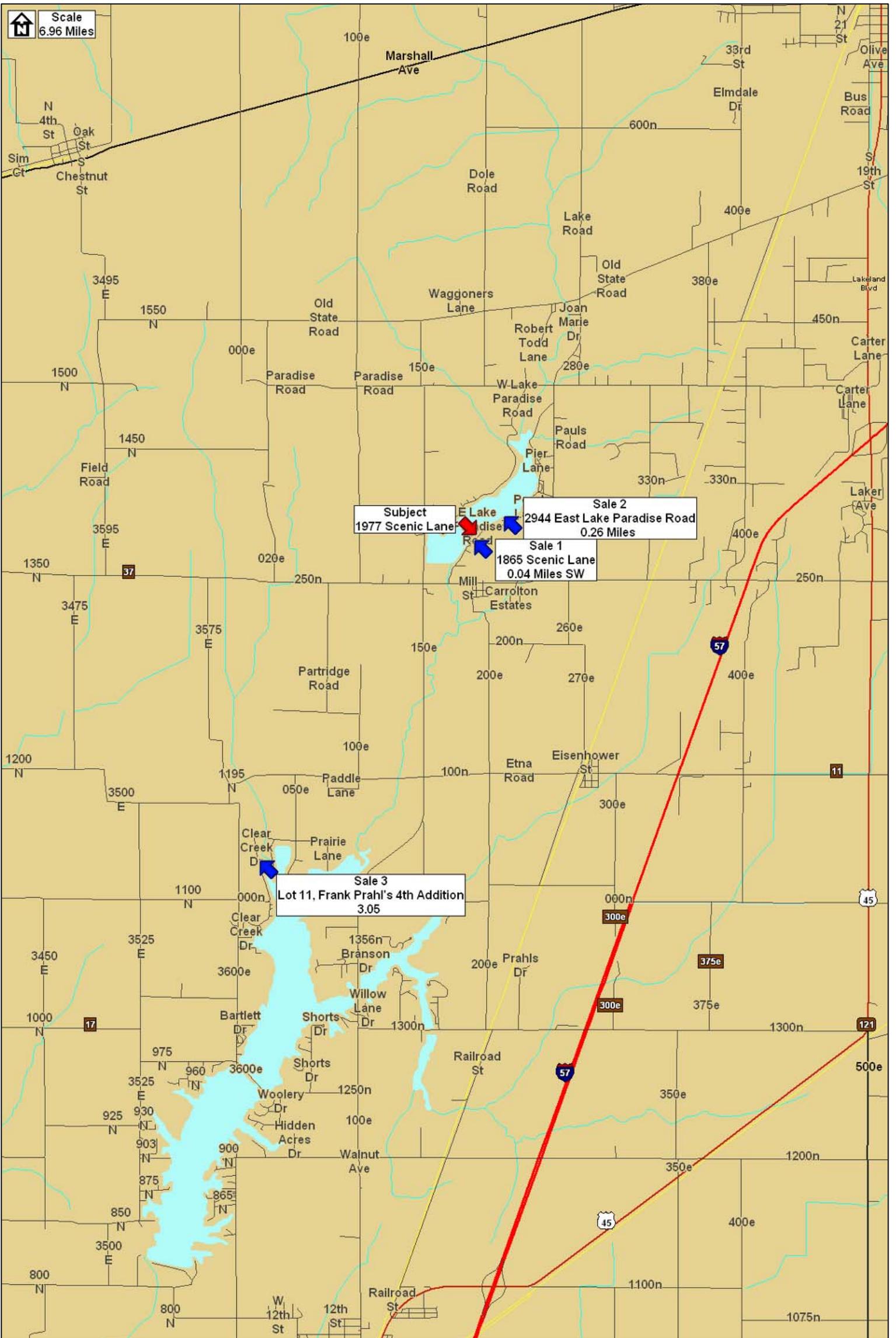
Borrower/Client <u>City of Mattoon</u>			
Address <u>1977 Scenic Lane</u>		Unit No.	<u>N/A</u>
City <u>Mattoon</u>	County <u>Coles</u>	State <u>IL</u>	Zip Code <u>61938</u>
Lender/Client <u>City of Mattoon</u>			



**Street View  
east**

### LOCATION MAP

Borrower/Client City of Mattoon  
 Address 1977 Scenic Lane Unit No. N/A  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender/Client City of Mattoon



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

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

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

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

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

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

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

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

**ADDRESS OF PROPERTY APPRAISED:** 1977 Scenic Lane, Mattoon, IL 61938

**APPRAISER:**

Signature:   
 Name: Stanley D. Gordon, CREA  
 Date Signed: July 3, 2009  
 State Certification #: \_\_\_\_\_  
 or State License #: 553-000262  
 State: IL  
 Expiration Date of Certification or License: 09-30-09

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

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

**REAL ESTATE SALES CONTRACT**

This agreement is made on \_\_\_\_\_, by the City of Mattoon, an Illinois municipal corporation ("seller"), of 208 North 19<sup>th</sup> Street, Mattoon, Coles County, Illinois, and John R. Armstrong ("purchaser"), of 3000 Western, Mattoon, Illinois 61938.

**Recitals**

1. Seller is the owner of the lot or parcel of real property situated at 1977 Scenic Lane, unincorporated Coles County, Illinois, and more fully described as follows:

Lot 83 in Lake Paradise Subdivision, in unincorporated Coles County, Illinois.

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

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

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

The sales price of the property is \$ 7,000.00.

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

Lot Price	\$ 7,000.00
Subdivision Costs	\$ 324.00
Appraisal	\$ 75.00
Prorated Rent for 2009	<u>\$ 133.33</u>
Total	\$ 7,532.33

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

**Section II. Title**

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

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

Seller will convey title as follows: John R. Armstrong and Cheryl L. Armstrong

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

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

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

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

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

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

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

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

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

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

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

### **Section VII. Approval of City Council**

The City Council of the City of Mattoon, Illinois has duly authorized this transaction by the following actions: One March 21, 2006 the Mattoon City Council approved, pursuant to Illinois

Statute 65 ILCS 5/11-76-4.1, Resolution No. 2006-2642 declaring, among others, Lot 83 of Lake Paradise Subdivision as surplus and authorized the management staff of the City to negotiate for the sale of the property. On September 2, 2009 the Mattoon City Council approved a Special Ordinance which approved the form of this contract and authorized the Mayor and City Clerk to sign any documents necessary to finalize the sale as called for in this agreement.

### Section VIII. Signature and Effective Date

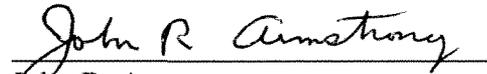
This instrument will not be effective as a contract until duly signed by both parties. The above date is the date of execution and effective date of the contract. The date of signature by each party is the above date unless otherwise indicated after the signature.

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

Seller

Purchaser

\_\_\_\_\_  
David W. Cline, Mayor

  
\_\_\_\_\_  
John R. Armstrong

ATTEST:

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

This instrument was prepared by:

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

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2009-1360**

**SPECIAL ORDINANCE: AUTHORIZING THE SALE OF LOT 84 IN LAKE PARADISE SUBDIVISION TO JOHN R. ARMSTRONG OWNER OF A HOME ON LEASED PREMISES AT LOT 84, LAKE PARADISE SUBDIVISION, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION. (COMMONLY KNOWN AS 1945 SCENIC LANE)**

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

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

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

**WHEREAS**, John R. Armstrong is desiring to purchase the property for \$15,000; and

**WHEREAS**, John R. Armstrong is the owner of the home located on the property; and

**WHEREAS**, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$15,000 was the fair market value of the real estate as of May 19, 2009, a copy of which is attached hereto and incorporated herein by this reference; and

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

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

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

**Section 1.** The City Attorney is authorized to prepare closing documents and the Mayor and City Clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 2 of this ordinance to John R. Armstrong, subject to a payment of \$15,000 plus all other expenses of the sale. The purchase price will be due at closing.

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

Lot 84 in Lake Paradise Subdivision, Unincorporated Coles County, Illinois.

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by a roll call vote, as follows:

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
David W. Cline, 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 \_\_\_\_\_, 2009.

### INVOICE

<b>FROM</b> Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<b>FILE NUMBER</b> 09-195-LAND
<b>TO</b> City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938	

Invoice Date	Appraisal Date	Loan Number	Case Number	Tax ID Number	Contact Phone
October 14, 2008	May 19, 2009		CITY OF MATTOON	32-0007874	217-235-4789

<b>PROPERTY INFORMATION</b>	Purchaser/Borrower <u>Client: City of Mattoon</u>	
	Property Address <u>1945 Scenic Road</u>	Unit No. <u>N/A</u>
	City <u>Mattoon</u>	Subdivision <u>Lake Paradise Subdivision</u>
	County <u>Coles</u>	State <u>IL</u> Zip Code <u>61938</u>
	Legal Description <u>Lot 84, Lake Paradise Subdivision</u>	

<b>INVOICE INFORMATION</b>	Appraisal Fee Amount .....	\$ <u>75.00</u>	
	Mail or Handling Fee .....	\$ _____	
	Additional Charge No. 1 .....	\$ _____	
	Additional Charge No. 2 .....	\$ _____	
	Additional Charge No. 3 .....	\$ _____	
	Sales Tax (    %) .....	\$ _____	
	Total Amount of Invoice		\$ <u><u>75.00</u></u>
	Comments: <b>LATE CHARGES: 45 Days Late - \$30.00</b>		
	<b>60 Days Late - \$60.00</b>		
	<b>90 Days Late - \$90.00</b>		
<b>120 Days Late - \$120.00</b>			

Invoice Date	Appraisal Date	Loan Number	Case Number	File Number	Client's Phone
October 14, 2008	May 19, 2009		CITY OF MATTOON	09-195-LAND	217-235-5654

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

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



**Property Address:**

1945 Scenic Road  
Mattoon, IL 61938

**Prepared For:**

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

**Prepared As Of:**

May 19, 2009

**Prepared By:**

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

GORDON APPRAISAL SERVICE, INC. - Summary Report

**LAND APPRAISAL REPORT**

File No. 09-195-LAND

**IDENTIFICATION**

Borrower Client: City of Mattoon Census Tract 0002.00 Map Reference 17029  
 Property Address 1945 Scenic Road  
 City Mattoon County Coles State IL Zip Code 61938  
 Legal Description Lot 84, Lake Paradise Subdivision  
 Sale Price \$ N/A Date of Sale N/A Loan Term Unk yrs. Property Rights Appraised  Fee  Leasehold  De Minimus PUD  
 Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions  
 Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL 61938  
 Occupant John Armstrong Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

**NEIGHBORHOOD**

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

**SITE**

Dimensions See Attached Plat Map = 30,732 sf Sq. Ft. or Acres  Corner Lot  
 Zoning Classification Restrictive Covenants Present Improvements  Do  Do not conform to zoning regulations  
 Highest and Best Use  Present Use  Other (specify)  
 Electricity  Public  Other (Describe)  
 Gas   
 Water   
 San. Sewer   
 Underground Elec. & Tel.  
 OFF SITE IMPROVEMENTS  
 Street Access  Public  Private  
 Surface Oil & chip  
 Maintenance  Public  Private  
 Storm Sewer  Curb/Gutter  
 Sidewalk  Street Lights  
 Topo Some steep drop  
 Size Typical for neighborhood  
 Shape Irregular  
 View Lake Paradise - Lake View  
 Drainage Adequate  
 Is the property located in a HUD Identified Special Flood Hazard Area?  Yes  No  
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements and encroachments apparent. Utility easements are those typical to the neighborhood. THIS SITE IS VALUED AS THOUGH VACANT WITH NO SEPTIC SYSTEM, BUILDINGS AND SITE IMPROVEMENTS.

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

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1945 Scenic Road Mattoon, IL 61938	1865 Scenic Lane Mattoon	2944 East Lake Paradise Road Mattoon	Lot 11, Frank Prah's 4th Addition Neoga
Proximity to Subject		0.08 Miles SW	0.22 Miles NE	3.09 Miles SW
Sales Price	\$ N/A	\$ 13,500	\$ 19,000	\$ 27,000
Price P/sq.ft.	\$ N/A	\$ 1.18	\$ 1.36	\$ 1.29
Data Source	Inspect/owner	County records/Appraiser files	County Assessor	MLS #192730
Date of Sale and Time Adjustment	DESCRIPTION 6-06	DESCRIPTION 06-06	DESCRIPTION 12-07	DESCRIPTION 8-04
Location	Lake Paradise	Lake Paradise	Lake Paradise	Lake Mattoon
Site/View	14,000 sf/ Lake View	11,400 sf/Lake View	14,000 sf/Lake View	21,000sf/Lake Frontage
Topography	Steep Drop	Mostly level	Mostly level	Mostly level
Utilities	Water,elec,gas	Water,elec,gas	Water,elec,gas	Water,elec,gas
Zoning	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants
Excess Land	16,732 sf	None	13,340 sf	7,100 sf
Sales or Financing Concessions	Typical	Typical	Typical	Typical
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ 2100	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -3400	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -12800
Indicated Value of Subject		G: 74.81% N: 15.56% \$ 15,600	G: 24.21% N: 17.89% \$ 15,600	G: 60.00% N: 47.41% \$ 14,200

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

**RECONCILIATION**

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

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

**I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF** May 19, 2009 **to be \$** 15,000

Appraiser(s)   
 Stanley D. Gordon, CREA Review Appraiser (if applicable)  
 Certification/License # 553-000262  Did  Did Not Physically Inspect Property

**TEXT ADDENDUM**

Borrower/Client	City of Mattoon		
Address	1945 Scenic Road	Unit No.	N/A
City	Mattoon	County	Coles
		State	IL
		Zip Code	61938
Lender/Client	City of Mattoon		

**NEIGHBORHOOD MARKETABILITY FACTORS**

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

USPAP COMPLIANCE ADDENDUM

Borrower/Client City of Mattoon
Address 1945 Scenic Road
City Mattoon County Coles State IL Zip Code 61938
Lender/Client City of Mattoon

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- Self Contained (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
[X] Summary (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
Restricted Use (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

COMMENTS ON STANDARDS RULE 2-3

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

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

COMMENTS ON APPRAISAL AND REPORT IDENTIFICATION

Note any USPAP related issues requiring disclosure and any State mandated requirements:

Income Approach is not applicable for vacant single family residential sites that are not generating rental income. Departure from USPAP Standard 1- 4b due to Cost Approach not necessary in scope of work according to Limiting Condition #8.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

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

APPRAISER

Signature Stanley D. Gordon, CREA
Name Stanley D. Gordon, CREA
Date of Signature June 24, 2009
State Certification #
or State License # 553-000262
State IL
Expiration Date of Certification or License 09-30-09
Effective Date of Appraisal: May 19, 2009

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License
Supervisory Appraiser inspection of Subject Property:
[ ] Did Not [ ] Exterior-only from street [ ] Interior and Exterior



### SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client	City of Mattoon	Unit No.	N/A
Address	1945 Scenic Road	Zip Code	61938
City	Mattoon	County	Coles
		State	IL
Lender/Client	City of Mattoon		



**Front View**



**Lake View**



**Street View**

### SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client <u>City of Mattoon</u>	
Address <u>1945 Scenic Road</u>	Unit No. <u>N/A</u>
City <u>Mattoon</u> County <u>Coles</u> State <u>IL</u>	Zip Code <u>61938</u>
Lender/Client <u>City of Mattoon</u>	



**Street View**



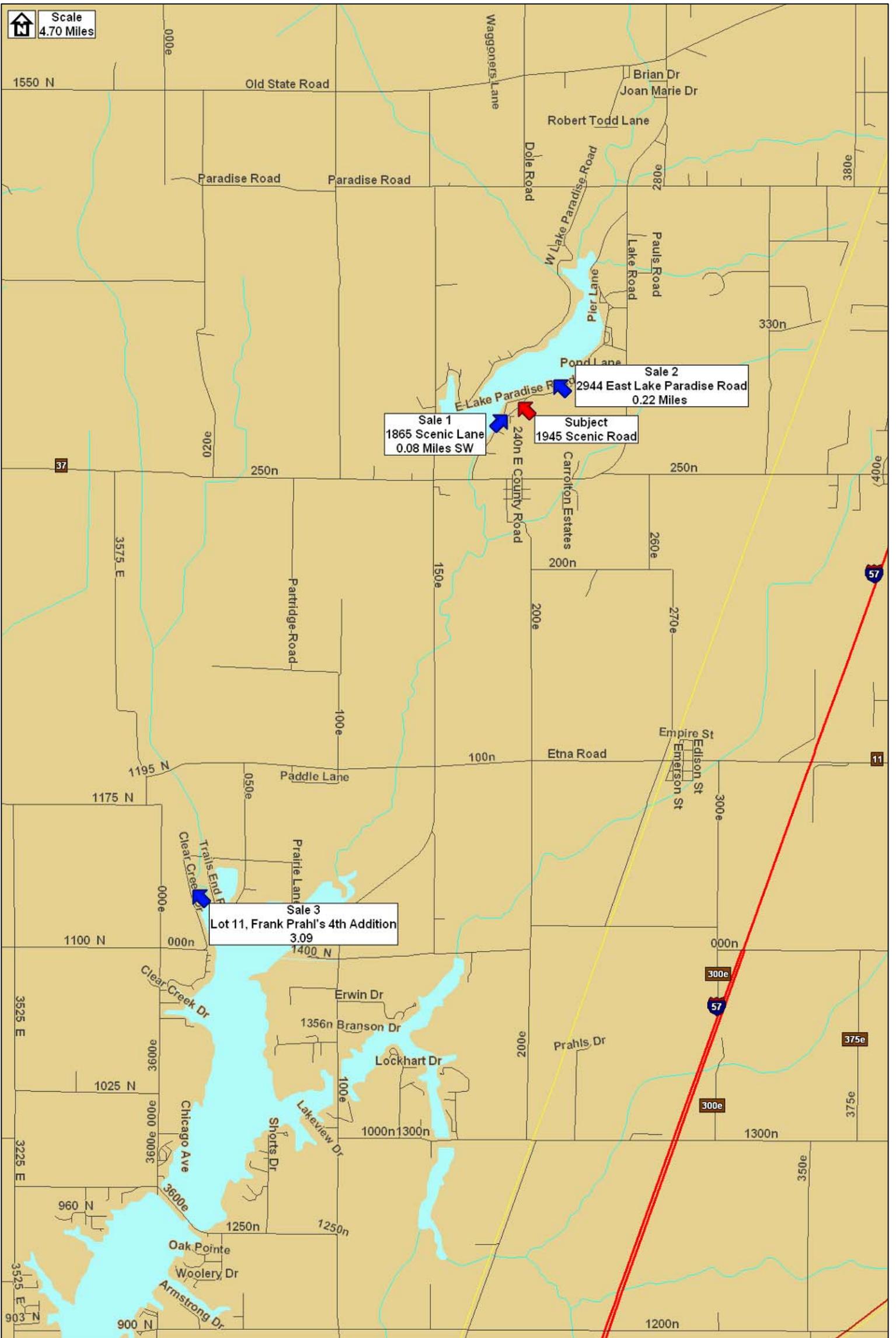
**Site View**



**Site View**

### LOCATION MAP

Borrower/Client	City of Mattoon	Unit No.	N/A
Address	1945 Scenic Road	State	IL
City	Mattoon	County	Coles
Lender/Client	City of Mattoon	Zip Code	61938



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

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

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

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

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

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

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

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

**ADDRESS OF PROPERTY APPRAISED:** 1945 Scenic Road, Mattoon, IL 61938

**APPRAISER:**

Signature:   
 Name: Stanley D. Gordon, CREA  
 Date Signed: June 24, 2009  
 State Certification #: \_\_\_\_\_  
 or State License #: 553-000262  
 State: IL  
 Expiration Date of Certification or License: 09-30-09

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

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

## REAL ESTATE SALES CONTRACT

This agreement is made on \_\_\_\_\_, by the City of Mattoon, an Illinois municipal corporation ("seller"), of 208 North 19<sup>th</sup> Street, Mattoon, Coles County, Illinois, and John R. Armstrong ("purchaser"), of 3000 Western, Mattoon, Illinois 61938.

### **Recitals**

1. Seller is the owner of the lot or parcel of real property situated at 1945 Scenic Lane, unincorporated Coles County, Illinois, and more fully described as follows:

Lot 84 in Lake Paradise Subdivision, in unincorporated Coles County, Illinois.

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

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

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

The sales price of the property is \$ 15,000.00.

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

Lot Price	\$ 15,000.00
Subdivision Costs	\$ 1,644.00
Appraisal	\$ 75.00
Prorated Rent for 2009	<u>\$ 286.25</u>
Total	\$ 17,005.25

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

### **Section II. Title**

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

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

Seller will convey title as follows: John R. Armstrong and Cheryl L. Armstrong

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

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

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

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

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

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

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

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

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

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

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

### **Section VII. Approval of City Council**

The City Council of the City of Mattoon, Illinois has duly authorized this transaction by the following actions: One March 21, 2006 the Mattoon City Council approved, pursuant to Illinois

Statute 65 ILCS 5/11-76-4.1, Resolution No. 2006-2642 declaring, among others, Lot 84 of Lake Paradise Subdivision as surplus and authorized the management staff of the City to negotiate for the sale of the property. On September 2, 2009 the Mattoon City Council approved a Special Ordinance which approved the form of this contract and authorized the Mayor and City Clerk to sign any documents necessary to finalize the sale as called for in this agreement.

**Section VIII. Signature and Effective Date**

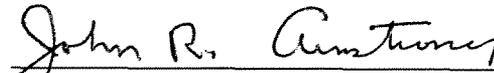
This instrument will not be effective as a contract until duly signed by both parties. The above date is the date of execution and effective date of the contract. The date of signature by each party is the above date unless otherwise indicated after the signature.

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

Seller

Purchaser

\_\_\_\_\_  
David W. Cline, Mayor

  
\_\_\_\_\_  
John R. Armstrong

ATTEST:

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

This instrument was prepared by:

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

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2009-1361**

**SPECIAL ORDINANCE: AUTHORIZING THE SALE OF LOT 85 IN LAKE PARADISE SUBDIVISION TO JOHN R. ARMSTRONG OWNER OF A HOME ON LEASED PREMISES AT LOT 85, LAKE PARADISE SUBDIVISION, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION. (COMMONLY KNOWN AS 1935 SCENIC LANE)**

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

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

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

**WHEREAS**, John R. Armstrong is desiring to purchase the property for \$16,000; and

**WHEREAS**, John R. Armstrong is the owner of the home located on the property; and

**WHEREAS**, Stanley D. Gordon, CREA of Gordon Appraisal Service, Inc. determined \$16,000 was the fair market value of the real estate as of May 19, 2009, a copy of which is attached hereto and incorporated herein by this reference; and

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

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

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

**Section 1.** The City Attorney is authorized to prepare closing documents and the Mayor and City Clerk are authorized to sign documents conveying a warranty deed to the real estate described in Section 2 of this ordinance to John R. Armstrong, subject to a payment of \$16,000 plus all other expenses of the sale. The purchase price will be due at closing.

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

Lot 85 in Lake Paradise Subdivision, Unincorporated Coles County, Illinois.

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

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by a roll call vote, as follows:

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
David W. Cline, 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 \_\_\_\_\_, 2009.

### INVOICE

<b>FROM</b> Gordon Appraisal Service, Inc. Stanley D. Gordon, CREA 1601 Broadway Avenue, Suite 10 Mattoon, IL 61938	<b>FILE NUMBER</b> 09-198-LAND
<b>TO</b> City of Mattoon Preston Owen 208 North 19th Street Mattoon, IL 61938	

Invoice Date	Appraisal Date	Loan Number	Case Number	Tax ID Number	Contact Phone
July 3, 2009	May 19, 2009		ARMSTRONG	32-0007874	217-235-4789

<b>PROPERTY INFORMATION</b>	Purchaser/Borrower <u>Client: City of Mattoon</u>	
	Property Address <u>1935 Scenic Lane</u>	Unit No. <u>N/A</u>
	City <u>Mattoon</u>	Subdivision <u>Lake Paradise Subdivision</u>
	County <u>Coles</u>	State <u>IL</u> Zip Code <u>61938</u>
	Legal Description <u>Lot 85, Lake Paradise Subdivision</u>	

<b>INVOICE INFORMATION</b>	Appraisal Fee Amount .....	\$ <u>75.00</u>	
	Mail or Handling Fee .....	\$ _____	
	Additional Charge No. 1 .....	\$ _____	
	Additional Charge No. 2 .....	\$ _____	
	Additional Charge No. 3 .....	\$ _____	
	Sales Tax (    %) .....	\$ _____	
	Total Amount of Invoice		\$ <u><u>75.00</u></u>
	Comments: <b>LATE CHARGES: 45 Days Late - \$30.00</b>		
	<b>60 Days Late - \$60.00</b>		
	<b>90 Days Late - \$90.00</b>		
<b>120 Days Late - \$120.00</b>			

Invoice Date	Appraisal Date	Loan Number	Case Number	File Number	Client's Phone
July 3, 2009	May 19, 2009		ARMSTRONG	09-198-LAND	217-235-5654

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

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



**Property Address:**

1935 Scenic Lane  
Mattoon, IL 61938

**Prepared For:**

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

**Prepared As Of:**

May 19, 2009

**Prepared By:**

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

GORDON APPRAISAL SERVICE, INC. - Summary Report

**LAND APPRAISAL REPORT**

File No. 09-198-LAND

**IDENTIFICATION**

Borrower Client: City of Mattoon Census Tract 0002.00 Map Reference 17029  
 Property Address 1935 Scenic Lane  
 City Mattoon County Coles State IL Zip Code 61938  
 Legal Description Lot 85, Lake Paradise Subdivision  
 Sale Price \$ N/A Date of Sale N/A Loan Term Unk yrs. Property Rights Appraised  Fee  Leasehold  De Minimus PUD  
 Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions  
 Lender/Client City of Mattoon Address 208 North 19th Street, Mattoon, IL 61938  
 Occupant Tenant Appraiser Stanley D. Gordon, CREA Instructions to Appraiser Estimate Market Value

**NEIGHBORHOOD**

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

**SITE**

Dimensions See Attached Plat Map = 13,919 sf Sq. Ft. or Acres  Corner Lot  
 Zoning Classification Restrictive Covenants Present Improvements  Do  Do not conform to zoning regulations  
 Highest and Best Use  Present Use  Other (specify)  
 Electricity  Public  Other (Describe)  
 Gas   
 Water   
 San. Sewer   
 Underground Elec. & Tel.  
**OFF SITE IMPROVEMENTS**  
 Street Access  Public  Private  
 Surface Oil & chip  
 Maintenance  Public  Private  
 Storm Sewer  Curb/Gutter  
 Sidewalk  Street Lights  
 Topo Some steep drop  
 Size Typical for neighborhood  
 Shape Irregular  
 View Lake Paradise - Lake View  
 Drainage Adequate  
 Is the property located in a HUD Identified Special Flood Hazard Area?  Yes  No  
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements and encroachments apparent. Utility easements are those typical to the neighborhood. THIS SITE IS VALUED AS THOUGH VACANT WITH NO SEPTIC SYSTEM, BUILDINGS AND SITE IMPROVEMENTS.

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

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1935 Scenic Lane Mattoon, IL 61938	1865 Scenic Lane Mattoon	2944 East Lake Paradise Road Mattoon	Lot 11, Frank Prah's 4th Addition Neoga
Proximity to Subject		0.04 Miles SW	0.26 Miles ENE	3.03 Miles SW
Sales Price	\$ N/A	\$ 13,500	\$ 19,000	\$ 27,000
Price P/sq.ft.	\$	\$ 1.18	\$ 1.36	\$ 1.29
Data Source	Inspect/owner	County records/Appraiser files	County Assessor	MLS #192730
Date of Sale and Time Adjustment	DESCRIPTION 6-06	DESCRIPTION 06-06	DESCRIPTION 12-07	DESCRIPTION 8-04
Location	Average	Lake Paradise	Lake Paradise	Lake Mattoon
Site/View	13,919 sf/Lake View	11,400 sf/Lake View	14,000 sf/Lake View	21,000sf/Lake Frontage
Topography	Steep Drop	Mostly level	Mostly level	Mostly level
Utilities	Water,elec,gas	Water,elec,gas	Water,elec,gas	Water,elec,gas
Zoning	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants	Restrictive Covenants
Excess Land	None	None	13,340 sf	7,100 sf
Sales or Financing Concessions	Typical	Typical	Typical	Typical
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ 2100	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -2500	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -10800
Indicated Value of Subject	G: 15.56% N: 15.56%	\$ 15,600	G: 13.16% N: 13.16%	\$ 16,200

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

**RECONCILIATION**

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

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

**I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF** May 19, 2009 **to be \$** 16,000

Appraiser(s)   
 Stanley D. Gordon, CREA Review Appraiser (if applicable)  
 Certification/License # 553-000262  Did  Did Not Physically Inspect Property

**TEXT ADDENDUM**

Borrower/Client	City of Mattoon		
Address	1935 Scenic Lane	Unit No.	N/A
City	Mattoon	County	Coles
		State	IL
		Zip Code	61938
Lender/Client	City of Mattoon		

**NEIGHBORHOOD MARKETABILITY FACTORS**

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

**USPAP COMPLIANCE ADDENDUM**

Borrower/Client City of Mattoon  
 Address 1935 Scenic Lane Unit No. N/A  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender/Client City of Mattoon

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

- Self Contained (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Summary (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Use (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

**COMMENTS ON STANDARDS RULE 2-3**

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

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

**COMMENTS ON APPRAISAL AND REPORT IDENTIFICATION**

Note any USPAP related issues requiring disclosure and any State mandated requirements:

Income Approach is not applicable for vacant single family residential sites that are not generating rental income. Departure from USPAP Standard 1- 4b due to Cost Approach not necessary in scope of work according to Limiting Condition #8.

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

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

**APPRAISER**

Signature   
 Name Stanley D. Gordon, CREA  
 Date of Signature July 3, 2009  
 State Certification # \_\_\_\_\_  
 or State License # 553-000262  
 State IL  
 Expiration Date of Certification or License 09-30-09  
 Effective Date of Appraisal: May 19, 2009

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_  
 Supervisory Appraiser inspection of Subject Property:  
 Did Not  Exterior-only from street  Interior and Exterior



### SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client <u>City of Mattoon</u>		Unit No. <u>N/A</u>
Address <u>1935 Scenic Lane</u>		Zip Code <u>61938</u>
City <u>Mattoon</u>	County <u>Coles</u>	State <u>IL</u>
Lender/Client <u>City of Mattoon</u>		



**Front View**



**Lake View**



**Street View**

### SUBJECT PHOTOGRAPH ADDENDUM

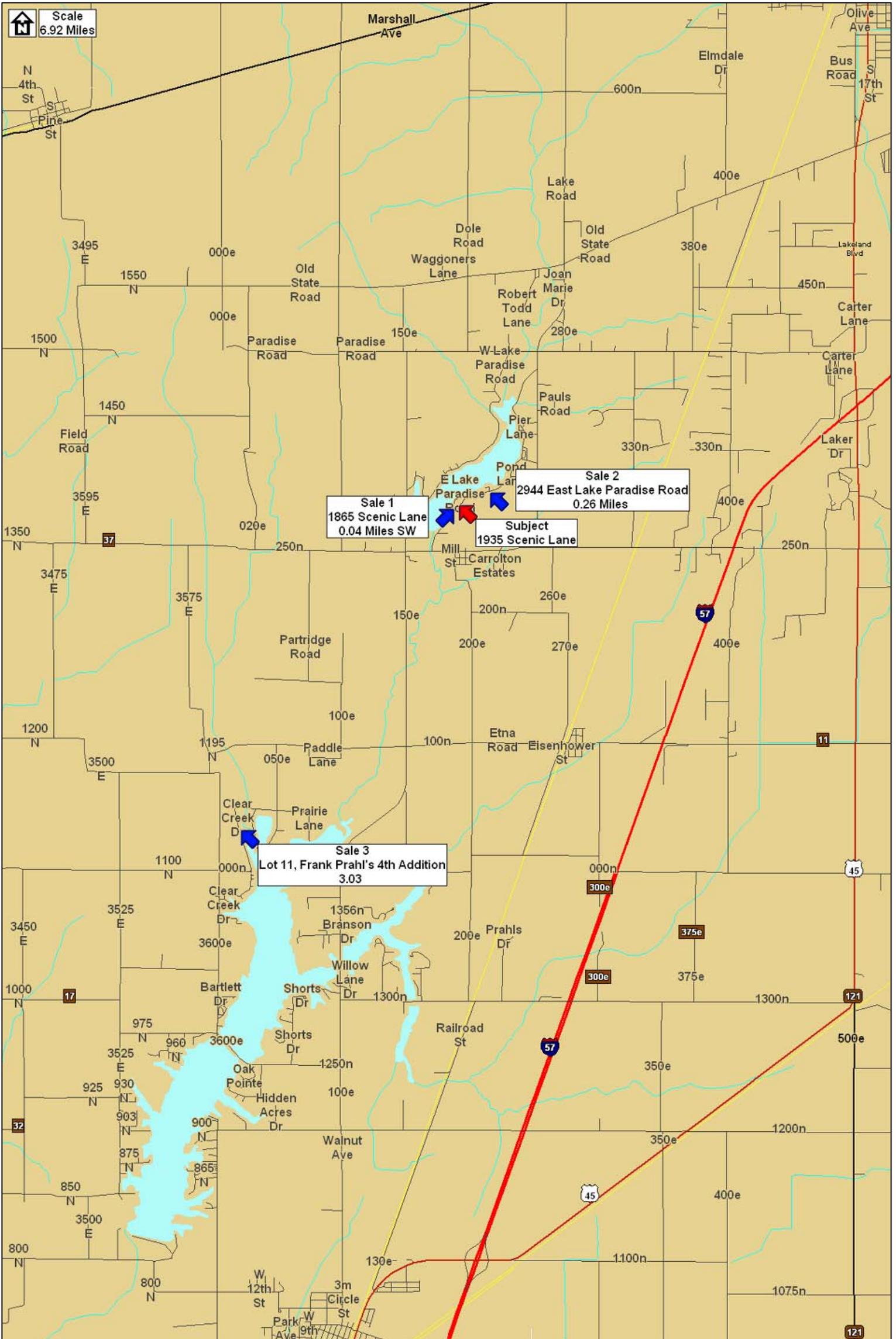
Borrower/Client <u>City of Mattoon</u>	
Address <u>1935 Scenic Lane</u>	Unit No. <u>N/A</u>
City <u>Mattoon</u> County <u>Coles</u> State <u>IL</u>	Zip Code <u>61938</u>
Lender/Client <u>City of Mattoon</u>	



**Street View**

### LOCATION MAP

Borrower/Client City of Mattoon  
 Address 1935 Scenic Lane Unit No. N/A  
 City Mattoon County Coles State IL Zip Code 61938  
 Lender/Client City of Mattoon



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

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

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

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

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

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

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

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

**ADDRESS OF PROPERTY APPRAISED:** 1935 Scenic Lane, Mattoon, IL 61938

**APPRAISER:**

Signature:   
 Name: Stanley D. Gordon, CREA  
 Date Signed: July 3, 2009  
 State Certification #: \_\_\_\_\_  
 or State License #: 553-000262  
 State: IL  
 Expiration Date of Certification or License: 09-30-09

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

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

## REAL ESTATE SALES CONTRACT

This agreement is made on \_\_\_\_\_, by the City of Mattoon, an Illinois municipal corporation ("seller"), of 208 North 19<sup>th</sup> Street, Mattoon, Coles County, Illinois, and John R. Armstrong ("purchaser"), of 3000 Western, Mattoon, Illinois 61938.

### **Recitals**

1. Seller is the owner of the lot or parcel of real property situated at 1935 Scenic Lane, unincorporated Coles County, Illinois, and more fully described as follows:

Lot 85 in Lake Paradise Subdivision, in unincorporated Coles County, Illinois.

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

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

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

The sales price of the property is \$ 16,000.00.

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

Lot Price	\$ 16,000.00
Subdivision Costs	\$ 744.00
Appraisal	\$ 75.00
Prorated Rent for 2009	<u>\$ 281.66</u>
Total	\$ 17,005.25

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

### **Section II. Title**

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

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

Seller will convey title as follows: John R. Armstrong and Cheryl L. Armstrong

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

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

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

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

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

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

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

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

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

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

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

### **Section VII. Approval of City Council**

The City Council of the City of Mattoon, Illinois has duly authorized this transaction by the following actions: One March 21, 2006 the Mattoon City Council approved, pursuant to Illinois

Statute 65 ILCS 5/11-76-4.1. Resolution No. 2006-2642 declaring, among others, Lot 85 of Lake Paradise Subdivision as surplus and authorized the management staff of the City to negotiate for the sale of the property. On September 2, 2009 the Mattoon City Council approved a Special Ordinance which approved the form of this contract and authorized the Mayor and City Clerk to sign any documents necessary to finalize the sale as called for in this agreement.

**Section VIII. Signature and Effective Date**

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

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

Seller

Purchaser

\_\_\_\_\_  
David W. Cline, Mayor

  
\_\_\_\_\_  
John R. Armstrong

ATTEST:

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

This instrument was prepared by:

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

**CITY OF MATTOON, ILLINOIS**

**RESOLUTION NO. 2009-2785**

WHEREAS, the **City of Mattoon** is sponsoring a **Parade** in the **City of Mattoon** which event constitutes a public purpose;

WHEREAS, this **Parade** will require the temporary closure of **US 45 / IL 121**, a State Highway in the **City of Mattoon** from **Western Avenue to Broadway Avenue**;

WHEREAS, Section 4-408 of the Illinois Highway Code Authorizes the Illinois Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the **Council** of the **City of Mattoon** that permission to close off **US 45 / IL 121** from **Western Avenue to Broadway Avenue** as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between **1:00 PM** and **2:00 PM** on **November 28, 2009**.

BE IT FURTHER RESOLVED that this closure is for the public purpose of the **Christmas Parade**.

BE IT FURTHER RESOLVED that traffic from the closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour route to allow an uninterrupted flow of two-way traffic.)\* The detour shall be as follows: **The parade will only be crossing the State route at an angle from Western Avenue to Broadway Avenue; therefore, a detour will not be necessary due to the ability to open the road to traffic as required.**

\*To be used when appropriate.

BE IT FURTHER RESOLVED that the **City of Mattoon** assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED that the police officers or authorized flaggers shall at the expense of the **City of Mattoon** be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed by the **City of Mattoon** prior to reopening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc., shall be used by

the **City of Mattoon** as may be approved by the Illinois Department of Transportation. These items shall be provided by the **City of Mattoon**.

BE IT FURTHER RESOLVED that the closure and the detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for the traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when a detour is required)

BE IT FURTHER RESOLVED that the **City of Mattoon** hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED that the **City of Mattoon** shall provide a comprehensive general liability insurance policy or an additional endorsement in the amount of \$100,000 per person and \$500,000 on aggregate which as the Illinois Department of Transportation and its officials, employees and agents as insured's and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Illinois Department of Transportation so serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

PRESENTED this \_\_\_\_\_ day of \_\_\_\_\_, **2009** A.D.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, **2009** A.D.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, **2009**. A.D.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
MUNICIPAL CLERK



## Tourism Grant Application

Name of Organization: \_Coles County Airport Authority

Contact Person: Andrew Fearn

Address: 432 Airport Road Mattoon, IL 61938 Telephone: 217/234-7120

Date of Event: August 29, 2009 Name of Event: Air Show '09

### How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?

**Over 60% of attendance from outside the county – held on a weekend with no other events**

---

**scheduled in surrounding areas in order to draw to the community.**

---

How does your event attract non-residents?

**World class air show performers and a wide venue for advertising.**

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If your application were accepted, how would the tourism funds granted be used?

**Advertising and for a partial or entire air show act.**

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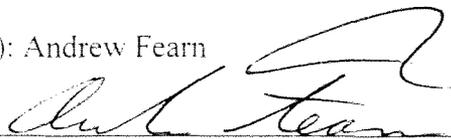
**Financial Statement** (See Attached)

### Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): Andrew Fearn

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



Date: June 15, 2009

Title or Office Held: Airport Manager

**Tourism Grant Application**

**Detailed Budget**

Event: \_Air Show '09

Date of Event: August 29, 2009

Date of Application: June 15, 2009

Sponsor: Coles County Airport Authority

<b>Income (Estimated)</b>	<b>Actual Last Year 2008 OR First Annual Budget</b>	<b>Estimated Present Year 2009</b>
Rental of Booths	\$	\$ 300.00
Entry Fees/ Gate Receipts		
Donations/ Sponsorships		
T-Shirts and Souvenirs		
Food and Drinks, Etc.		
Mattoon Tourism Grant	3500.00	5000.00
Other: (Explain)		
__Charleston Tourism Grant	500.00	500.00
Private Donors	2500.00	2500.00
<b>Total Income</b>	<b>\$ 6500.00</b>	<b>\$ 8300.00</b>
<b>Expenses (Itemized)</b>		
Advertising	4000.00	4000.00
T-Shirts and Souvenirs	200.00	0.00
Food, Drinks, Etc.	400.00	400.00
Labor Costs	2200.00	2200.00
Entertainment	24,000.00	25,000.00
Supplies	300.00	300.00
Postage	42.00	44.00
Rentals	150.00	150.00
Insurance	2400.00	2400.00
Other (Explain)		
hotels	650.00	650.00
<b>Total Expenditures</b>	<b>\$34,342</b>	<b>\$35,244</b>
Estimate Value of In-Kind Services (Explain)		
volunteers	\$ 2000.00	\$ 2000.00

**Tourism Grant Application**

**Summary of Event**

## Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and \_\_\_\_\_ Coles County Air Show \_\_\_\_\_, of \_\_\_\_\_ Mattoon \_\_\_\_\_, Illinois (hereinafter "Grantee").

### Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of three thousand five hundred (\$3,500.00), for the purposes set forth in the Tourism Grant Application (appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

WHEREAS, Grantee, as a condition of the grant, has agreed to fully disclose its financial standing to prove that the grant was used as represented on Exhibit A.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. As a condition of the grant (Exhibit A), Grantee shall make available to City, or any of its designated representatives, any or all of its financial records, including but not limited to: checking accounts, savings accounts, bank accounts, financial institution accounts, books of account, general ledgers, and all other financial records and business records, such

records request shall be satisfied within seven (7) business days of written request to Grantee.

2. City agrees to fund the grant (Exhibit A) consistent with the terms of Exhibit A.
3. City may conduct an audit of Grantee's financial records at any time within fourteen (14) months of the date of Exhibit A. City may also conduct an audit within sixty (60) days of receipt of written notice as set forth in the next paragraph, hereof.
4. Grantee shall provide a written notice to the City Clerk of the City of Mattoon within sixty (60) days of the conclusion of the grant program (Exhibit C). Grantee will comply with all other requirements set forth in "General Information Sheet" appended hereto and marked as Exhibit B which are not expressly contradicted by this agreement.
5. The audit referred to in this agreement shall include the unrestricted access to all financial records of Grantee as provided in this Agreement.
6. Grantee shall, upon written request by City, give written direction to all financial institutions, with which it has any account, to disclose any information with respect to such account(s) and, by this Agreement, waives any privilege or right of confidentiality which it may have to any financial records possessed by it or possessed by any financial institution.
7. Financial institution, as used in this Agreement, includes any bank, savings and loan, securities house, or any other institution having the

purpose of holding or investing funds for clients or customers of such financial institution.

8. In the event of noncompliance with this Agreement, Grantee shall refund all monies paid to it pursuant to Exhibit A within thirty (30) days upon written demand to it by City because of such noncompliance. City will not demand refund until reasonable efforts have been made to obtain compliance with this Agreement.
9. Grantee agrees that all funds paid to it pursuant to Exhibit A shall be used solely and only for the purposes represented on Exhibit A.

---

Mayor

Attest:

---

City Clerk

---

Grantee



## Tourism Grant Application

Name of Organization: Mattoon Ladies Golf Association

Contact Person: Paula Zinschlag

Address: 8 St. Andrews Pl. Telephone: 234-4817 or 259-4445

Date of Event: Sept. 21-24 Name of Event: Illinois Women's State

Senior Amateur Tournament

### How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?

It brings lady golfers and their families from all over the state to Mattoon.

How does your event attract non-residents?

The Web site of IWGA outlines details of the tourney and available lodging

in Mattoon.

If your application were accepted, how would the tourism funds granted be used?

Local volunteers are needed to be identified as those who can provide information

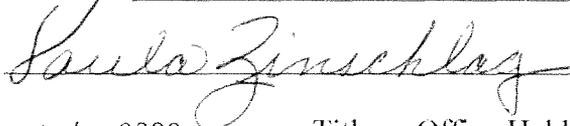
on the golf course. They will also provide information about local areas of interest.

**Financial Statement** (See Attached)

### Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to the best of my knowledge.

Name (Please Print): Paula J. Zinschlag

Signature: 

Date: August 4, 2009 Title or Office Held: Local Chairperson of Tournament

**Tourism Grant Application**

**Detailed Budget**

Event: Illinois Women's State Amateur Tournament

Date of Event: September 21-24 Date of Application: August 4

Sponsor: \_\_\_\_\_

Income (Estimated)	Actual Last Year 20__ OR First Annual Budget	Estimated Present Year 20__
Rental of Booths	\$	\$
Entry Fees/ Gate Receipts		
Donations/ Sponsorships		
T-Shirts and Souvenirs		
Food and Drinks, Etc.		
Mattoon Tourism Grant	\$ 1000.00	
Other: (Explain)		
<u>IWGA gives \$500 to offset expenses, inc. food for participants</u>	\$500.00	
<b>Total Income</b>	\$ 1500.00	\$
<b>Expenses (Itemized)</b>		
Advertising		
T-Shirts and Souvenirs Golf & Emb.	20 max x 25 = \$500 D-Z	
Food, Drinks, Etc.	60 @ \$4 = \$240 Volunteer Badges	
Labor Costs	\$64 (pcai)	
Entertainment	\$150 Bobby Reynolds	
Supplies		
Postage		
Rentals Tents		
Insurance		
Other (Explain)	\$ 500 lunches	
<u>signage, scoreboard</u>	\$100 Pelican Signs	
<b>Total Expenditures</b>	\$ 1554.00	\$
Estimate Value of In-Kind Services (Explain)	\$	\$

IWGA \$1,500 grant to local charity of our choice

## Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and \_\_\_\_\_ Mattoon Ladies Golf Association \_\_\_\_\_, of \_\_\_\_\_ Mattoon \_\_\_\_\_, Illinois (hereinafter "Grantee").

### Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of One Thousand (\$1,000.00), for the purposes set forth in the Tourism Grant Application (appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and,

WHEREAS, Grantee, as a condition of the grant, has agreed to fully disclose its financial standing to prove that the grant was used as represented on Exhibit A.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. As a condition of the grant (Exhibit A), Grantee shall make available to City, or any of its designated representatives, any or all of its financial records, including but not limited to: checking accounts, savings accounts, bank accounts, financial institution accounts, books of account, general ledgers, and all other financial records and business records, such

records request shall be satisfied within seven (7) business days of written request to Grantee.

2. City agrees to fund the grant (Exhibit A) consistent with the terms of Exhibit A.
3. City may conduct an audit of Grantee's financial records at any time within fourteen (14) months of the date of Exhibit A. City may also conduct an audit within sixty (60) days of receipt of written notice as set forth in the next paragraph, hereof.
4. Grantee shall provide a written notice to the City Clerk of the City of Mattoon within sixty (60) days of the conclusion of the grant program (Exhibit C). Grantee will comply with all other requirements set forth in "General Information Sheet" appended hereto and marked as Exhibit B which are not expressly contradicted by this agreement.
5. The audit referred to in this agreement shall include the unrestricted access to all financial records of Grantee as provided in this Agreement.
6. Grantee shall, upon written request by City, give written direction to all financial institutions, with which it has any account, to disclose any information with respect to such account(s) and, by this Agreement, waives any privilege or right of confidentiality which it may have to any financial records possessed by it or possessed by any financial institution.
7. Financial institution, as used in this Agreement, includes any bank, savings and loan, securities house, or any other institution having the

purpose of holding or investing funds for clients or customers of such financial institution.

8. In the event of noncompliance with this Agreement, Grantee shall refund all monies paid to it pursuant to Exhibit A within thirty (30) days upon written demand to it by City because of such noncompliance. City will not demand refund until reasonable efforts have been made to obtain compliance with this Agreement.
9. Grantee agrees that all funds paid to it pursuant to Exhibit A shall be used solely and only for the purposes represented on Exhibit A.

---

Mayor

Attest:

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City Clerk

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Grantee



## Tourism Grant Application

Name of Organization: Mattoon High School

Contact Person: David Vieth, Athletic Director

Address: 2521 Walnut Ave., Mattoon Telephone: (217)238-7824

Date of Event: September 11<sup>th</sup> & 12<sup>th</sup>, 2009 Name of Event: Mattoon Golf Invitational

### How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?

**Last year we had 30 teams participate in our tournament and this year we have 34 teams**

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**participating. Over 20 of the teams stay in our hotels and dine in our restaurants.**

---

How does your event attract non-residents?

**Each team brings 6 to 8 golfers and their coaches. Many of the parents stay and visit while their son is playing. We use Meadow View golf course and the Country Club to play the tournament.**

If your application were accepted, how would the tourism funds granted be used?

**The funds would help pay for green fees, range balls, golf balls, and shirts for the coaches.**

**The funds would also help pay the workers that it takes to put on this large tournament.**

Financial Statement (See Attached)

### Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): David Vieth

Signature: David Vieth

Date: 6/23/09 Title or Office Held: Athletic Director

**Tourism Grant Application**

**Detailed Budget**

Event: Mattoon Golf Invitational

Date of Event: September 11<sup>th</sup> & 12<sup>th</sup>, 2009 Date of Application: June 23, 2009

Sponsor: Mattoon High School

*3 additional teams - stringing 24-26 in hotels*

Income (Estimated)	Actual Last Year 2008 OR First Annual Budget	Estimated Present Year 2009 <i>18 cc 19 meadow Fri/Sat</i>
Rental of Booths	\$	\$ <i>37 teams</i>
Entry Fees/ Gate Receipts	\$200.00 x 30=\$6,000.00	\$200.00 x 34=\$6,800.00
Donations/ Sponsorships	\$0	\$0
T-Shirts and Souvenirs	\$0	\$0
Food and Drinks, Etc.		
Mattoon Tourism Grant	\$3200.00	\$? <i>3200.00</i>
Other: (Explain)		
<hr/>		
<b>Total Income</b>	\$9,200.00	\$? <i>10,000.00</i>
<hr/>		
<b>Expenses (Itemized)</b>		
Advertising	\$0	
T-Shirts and Souvenirs	\$1,517.00	\$1,650.00
Food, Drinks, Etc.	\$500.00	\$550.00
Labor Costs	\$500.00	\$500.00
Entertainment		
Supplies	\$1,005.00	\$1,100.00
Postage		
Rentals	\$1,000.00	\$1,000.00
Insurance	\$0	
Other (Explain)Green Fees	\$3,790.00	\$4,030.00
Awards	\$300.00	\$300.00
<hr/>		
<b>Total Expenditures</b>	\$8,612.00	\$9,130.00
<hr/>		
Estimate Value of In-Kind Services (Explain)	\$	\$
<hr/>		

## Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and \_\_\_\_\_ Mattoon High School Golf Invitational \_\_\_\_\_, of \_\_\_\_\_ Mattoon \_\_\_\_\_, Illinois (hereinafter "Grantee").

### Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of three thousand two hundred dollars (\$3,200.00 ), for the purposes set forth in the Tourism Grant Application(appende hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

WHEREAS, Grantee, as a condition of the grant, has agreed to fully disclose its financial standing to prove that the grant was used as represented on Exhibit A.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. As a condition of the grant (Exhibit A), Grantee shall make available to City, or any of its designated representatives, any or all of its financial records, including but not limited to: checking accounts, savings accounts, bank accounts, financial institution accounts, books of account, general ledgers, and all other financial records and business records, such

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4. Grantee shall provide a written notice to the City Clerk of the City of Mattoon within sixty (60) days of the conclusion of the grant program (Exhibit C). Grantee will comply with all other requirements set forth in "General Information Sheet" appended hereto and marked as Exhibit B which are not expressly contradicted by this agreement.
5. The audit referred to in this agreement shall include the unrestricted access to all financial records of Grantee as provided in this Agreement.
6. Grantee shall, upon written request by City, give written direction to all financial institutions, with which it has any account, to disclose any information with respect to such account(s) and, by this Agreement, waives any privilege or right of confidentiality which it may have to any financial records possessed by it or possessed by any financial institution.
7. Financial institution, as used in this Agreement, includes any bank, savings and loan, securities house, or any other institution having the

purpose of holding or investing funds for clients or customers of such financial institution.

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9. Grantee agrees that all funds paid to it pursuant to Exhibit A shall be used solely and only for the purposes represented on Exhibit A.

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Mayor

Attest:

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City Clerk

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Grantee

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 09/01/09      CDR NO: 2009-1009

SUBJECT: Request to apply for Justice Assistance Grant (JAG) for two Mobile Data Computers

SUBMITTAL DATE: 08/27/09

SUBMITTED BY: David Griffith, Chief of Police, Mattoon Police Dept.

APPROVED FOR      John D. Kolata      \_\_\_\_\_  
COUNCIL AGENDA:    Interim City Administrator      Date

EXHIBITS (If applicable):

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$2,332.50	BUDGETED: NONE	REQUIRED: \$2,332.50

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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 that the City Council authorize the Chief of Police to apply for a \$7,500.00 (FFY05/06) Justice Assistance Grant for two Mobile Data Computers. This grant would require a 25% match to be paid from the Federal Sharing (Omega) Fund.”

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

The Mattoon Police Department has been notified that the Illinois Criminal Justice Information Authority is seeking applications for their FFY 2005-2006 (sic) Justice Assistance Grants Program. The purpose of the program is to provide assistance in funding the purchase of Mobile Data Computers (MDCs), Radios, and/or Video/Audio Recording systems to law enforcement agencies in need.

Mattoon Police Department qualifies to apply. A maximum of \$7,500 in federal funds is available to each awarded agency and requires a 25% cash match of the total program cost. Federal funds will only be allowed to pay for a maximum of 75% of the program cost.

The Mattoon Police Department proposes to purchase two (2) MDCs under the State Contract Bid pricing, currently being \$4,665.00 each (total for 2 is \$9,330.00). The federal portion of that amount is \$6,997.50 and the local 25% cash match is \$2,332.50. Since the 25% cash match amount has not been previously budgeted by the Mattoon Police Department, Chief David Griffith proposes that the 25% cash match amount be paid from the Federal Sharing (Omega) Account. Such expense is listed as a Permissible Use on page 16, Section 1, letter “h” of the April 2009 Publication entitled “Guide to Equitable Sharing for State and Local Law Enforcement Agencies”.

The two MDCs to be purchased under this proposal would be assigned to and used by Detectives who currently have no MDCs at all.

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 9/2/09

CDR NO: 2009-1010

SUBJECT: Plans and Specifications for two separate contracts for sidewalk removal and replacement on DeWitt from Logan to 14<sup>th</sup> Street

SUBMITTAL DATE: 07/30/09

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR  
COUNCIL AGENDA: John Kolata  
Interim City Administrator

---

Date

EXHIBITS (If applicable): Bid documents and plans are available in the Public Works Office

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CITY EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: N/A	BUDGETED: \$500,000	REQUIRED: N/A

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

“I move to approve the plans and specifications and authorize advertising for bids for contracts for sidewalk removal and replacement; one contract for DeWitt Avenue from Logan to 14<sup>th</sup> Street and one contract for the south side of Champaign Avenue from 19<sup>th</sup> to 32<sup>nd</sup> Street and one for sidewalk replacement where brick sidewalks have been removed by another contractor.”

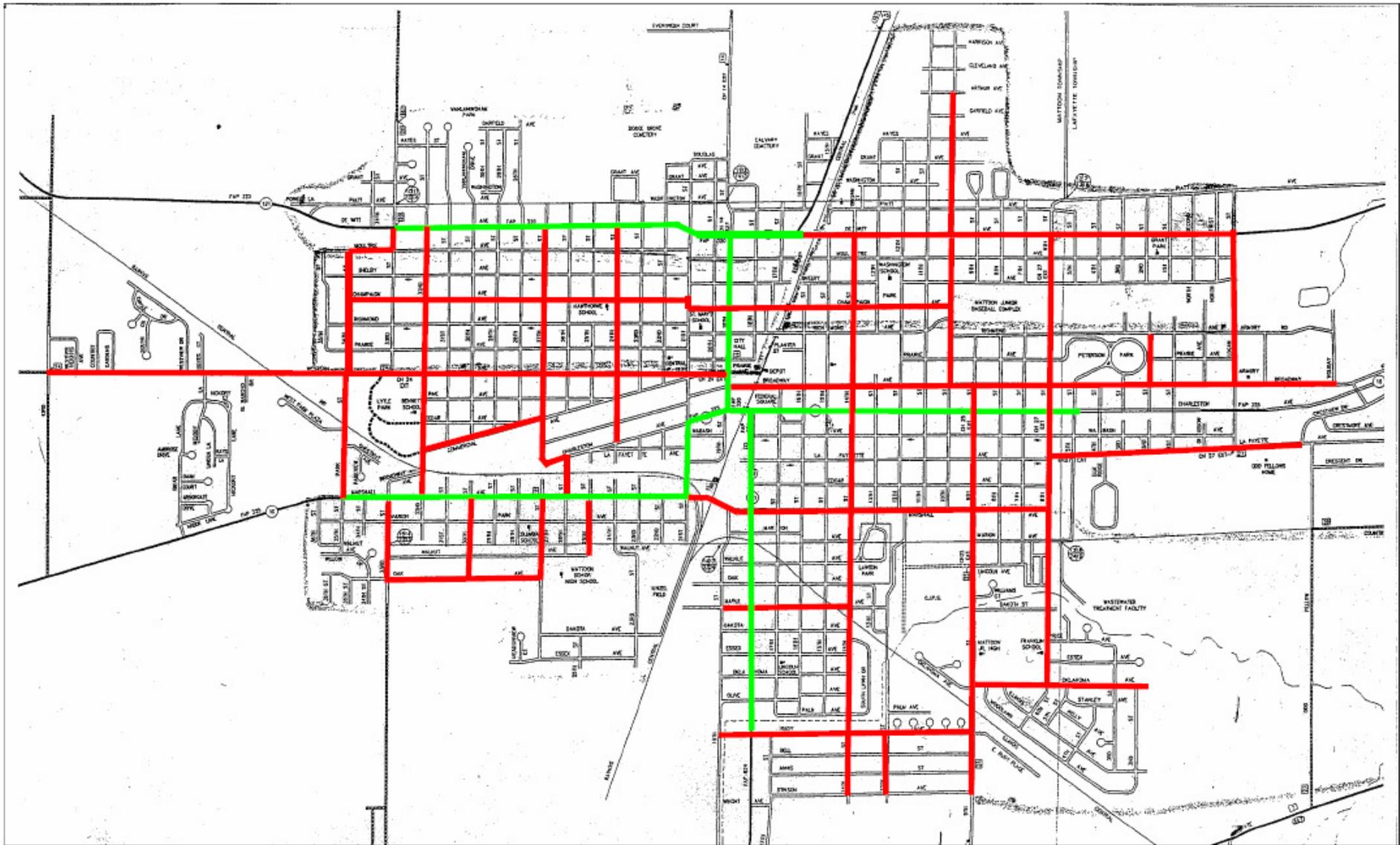
SUMMARY OF THE TOPIC FOR WHICH A COUNCIL DECISION IS REQUESTED:

Approving this CDR will allow us to advertise for bids for the sidewalk removal and replacement in the listed locations. The plan replaces any sidewalk that is damaged and makes all intersections ADA compliant. Sections of sidewalk that are in acceptable condition will remain in place.

These contracts should complete the \$500,000 for sidewalk replacement in the Capital Improvements Fund budget which is funded by the 1/4 percent sales tax.

The plans and specification are available for inspection in the Public Works Department Office on the second floor of city hall.

The Public Works Advisory Board unanimously recommended approval.



# A Walkable Community 2007-2011

- State Highway Sidewalks
- Proposed Sidewalk Improvement

**City of Mattoon  
Council Decision Request**

MEETING DATE: 09/02/09

CDR NO: 2009-1011

SUBJECT: Maintenance Bid Acceptance – West Lake Paradise Road

SUBMITTAL DATE: 08/18/09

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR  
COUNCIL AGENDA: John Kolata  
City Administrator \_\_\_\_\_  
Date

EXHIBITS (If applicable):

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$13,344	BUDGETED: \$ 40,000	REQUIRED:

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

“I move to accept the proposals for the maintenance of West Lake Paradise Road; Earl Walker Co., Oil and Chip - \$13,344 & Charles Heurman, CA 14 Crushed Stone - \$2,350

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

The city has maintenance responsibilities for West Lake Paradise Road. The road is in need of oil and chip.

Earl Walker Company was the low bidder on the oil and chip bid for Lake Paradise Township. Earl Walker Company has agreed to extend the bid prices they offered the township for the maintenance of West Lake Paradise Road. Those unit prices and totals are shown below.

Description	Quantity	Unit Price	Total
Oil HFE 150 (Gallon)	5,400 gal	2.26	12,204
CA14 (Spread Only)	200 ton	5.70	1,140
CA 14 (Material)	200 ton	11.75	2,350
<b>TOTAL</b>			<b>13,344</b>

\$40,000 is included for this work in the water fund budget in line item 211-5351-460.

The Public Works Advisory Board unanimously recommended approval.



**EXHIBIT A**

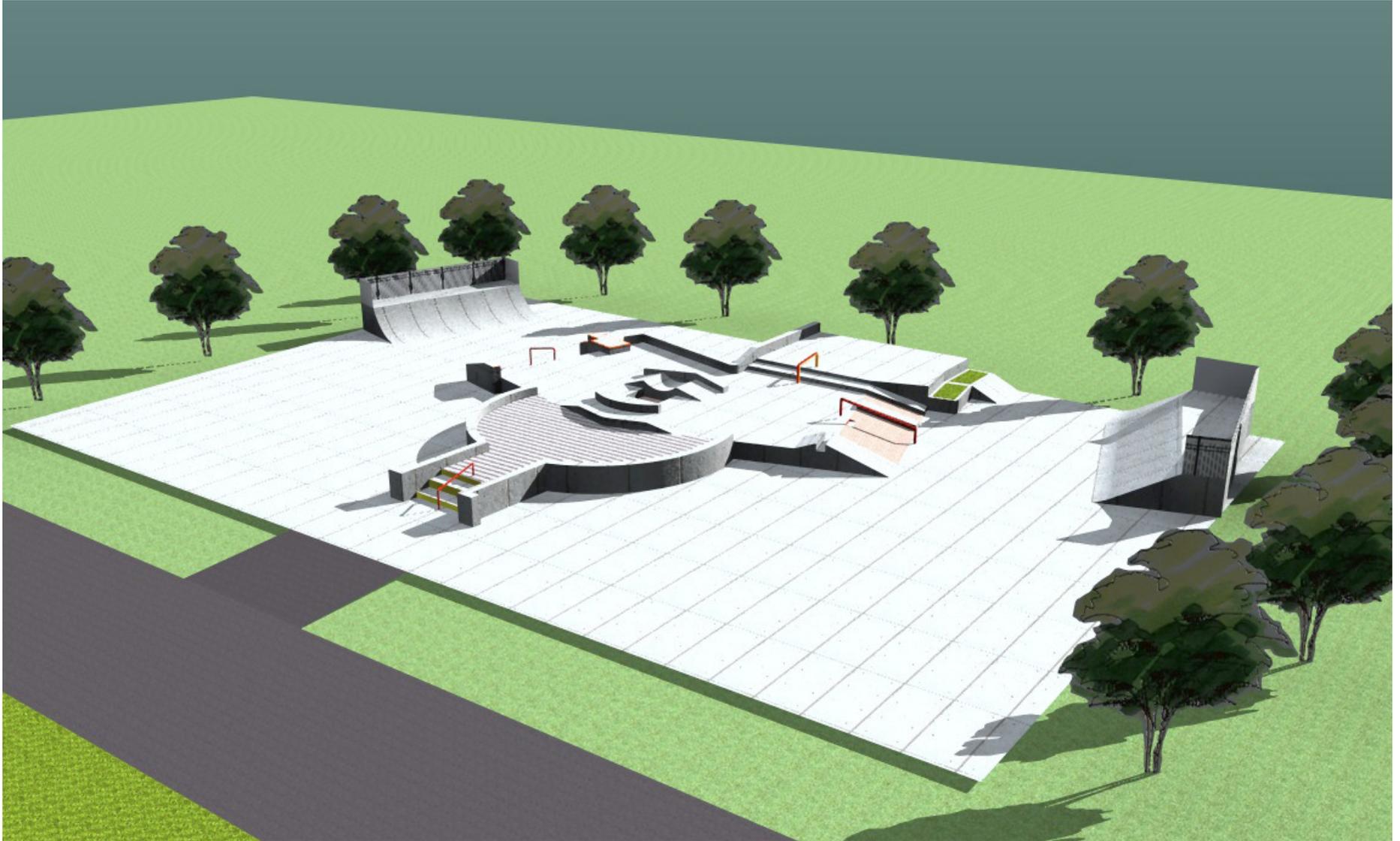
		ARC - A	ARC - B	Hutchinson Recreation	Rampage	Spohn Ranch - A	Spohn Ranch - B	Who Skates - A	Who Skates - B	
a)	Diversity for the dollar spent	5	2	2	2	7	7	10	9	*
b)	Well-organized approach using the available area	8	8	2	6	8	8	10	9	*
c)	Past performance record and relevant experience	10	10	8	9	10	10	9	9	#
d)	Durability of materials in an outdoor setting	10	7	7	7	10	10	10	10	#
e)	Scope and time length of warranty	8	10	8	10	7	7	6	6	#
f)	Method, difficulty and availability of the materials for making repairs	9	10	10	10	9	9	9	9	#
g)	The contractor's ability to deliver an economic and effective solution that meets the specifications and requirements in this RFP	10	10	6	7	9	9	9	9	#
<b>TOTAL</b>		<b>60</b>	<b>57</b>	<b>43</b>	<b>51</b>	<b>60</b>	<b>60</b>	<b>63</b>	<b>61</b>	
* Rankings primarily by local skaters										
# Rankings by public works staff										

**EXHIBIT B**



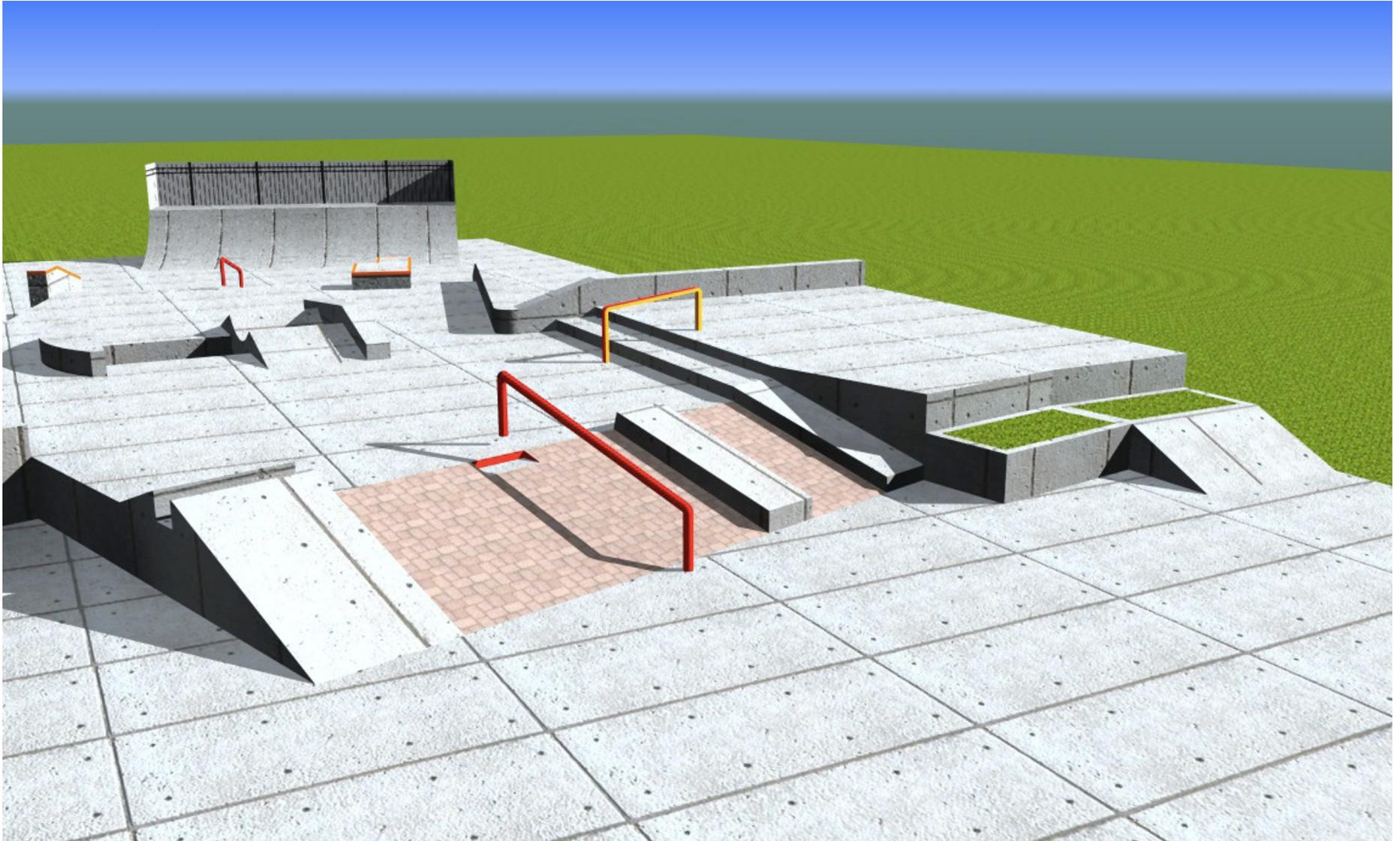
Who Skates – 357 Goose Rocks Rd. – Kennebunkport, Me – 04046 – Phone: 207-632-7602 [www.whoskates.com](http://www.whoskates.com)

**EXHIBIT B**



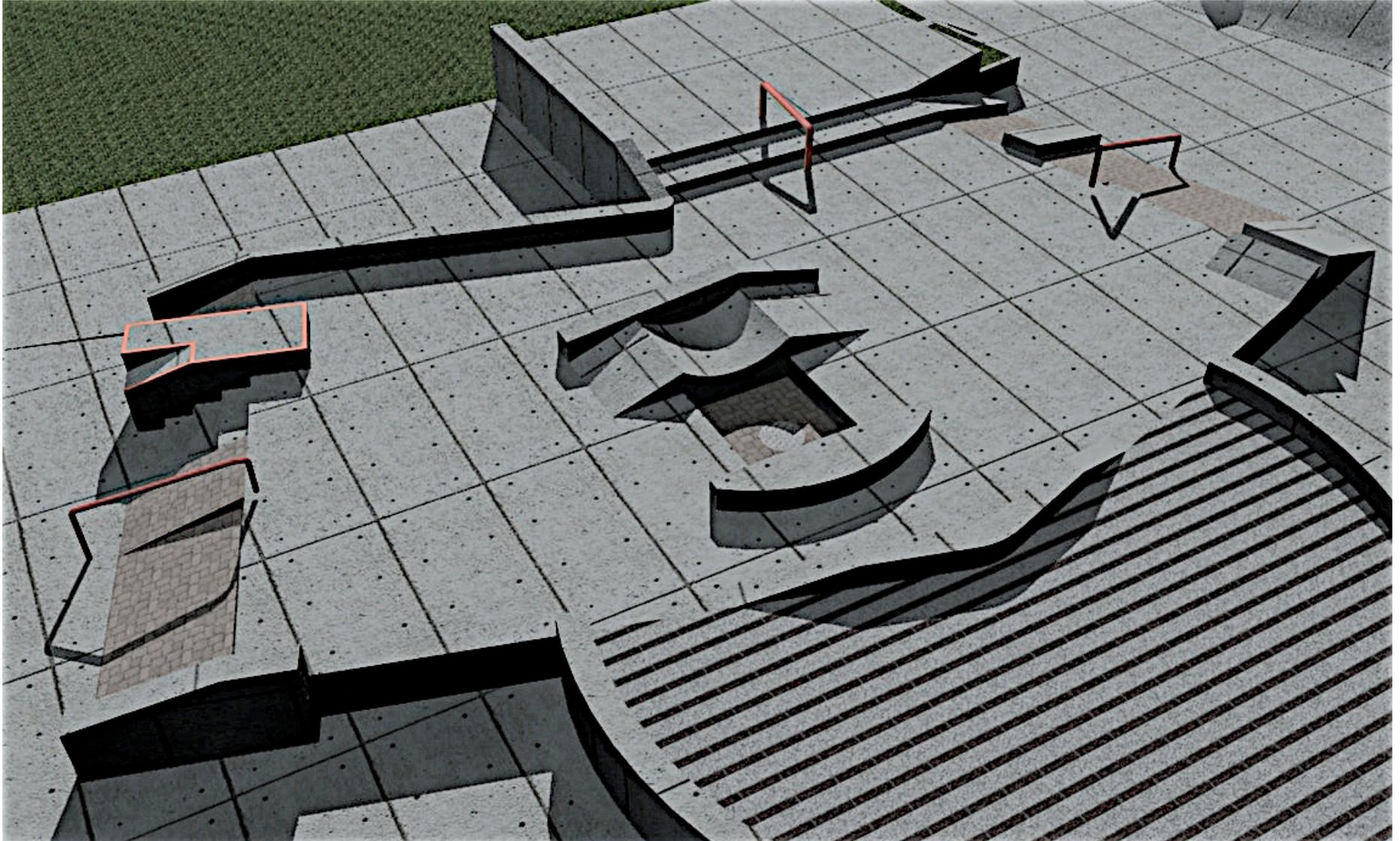
Who Skates – 357 Goose Rocks Rd. – Kennebunkport, Me – 04046 – Phone: 207-632-7602 [www.whoskates.com](http://www.whoskates.com)

**EXHIBIT B**



Who Skates – 357 Goose Rocks Rd. – Kennebunkport, Me – 04046 – Phone: 207-632-7602 [www.whoskates.com](http://www.whoskates.com)

**EXHIBIT B**



Who Skates – 357 Goose Rocks Rd. – Kennebunkport, Me – 04046 – Phone: 207-632-7602 [www.whoskates.com](http://www.whoskates.com)

## CONSTRUCTION AGREEMENT

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THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between SPC Construction Inc. of 357 Goose Rocks Road, Kennebunkport, Maine, 04046, hereinafter referred to as “Contractor,” and the City of Mattoon, of 208 N. 19<sup>th</sup> Street, Mattoon, Illinois 61938, hereinafter referred to as “Owner.”

### *Recitals*

WHEREAS, Contractor is in the business of and desires to design and construct a skatepark meeting Owner’s specifications and needs on certain real property owned by Owner; and

WHEREAS, Owner owns certain real property (“Real Property”) located in Mattoon, Coles County, Illinois, known as the Mattoon Roundhouse Complex; and

Whereas, Owner desires to retain Contractor, for the purposes set forth in this Agreement, as an independent contractor in accordance with the Employee Classification Act and not as an employee, officer or agent of Owner, all for the purpose of Contractor constructing a skatepark in accordance with the request for proposal of Owner and all applicable laws, regulations and rules.

IT IS THEREFORE AGREED by and between the parties, incorporating the above Recitals and Exhibits hereto, as follows:

### **Construction and Plans**

1. Contractor shall, subject to Owner’s review and written approval, design and construct a skatepark, hereinafter referred to as the “Project,” upon the terms set forth in this Agreement. The project shall be constructed on the Real Property according to the proposal, plans, specifications and drawings which have been previously been or shall hereafter be agreed upon and initialed by Contractor and Owner, and which are attached hereto and/or incorporated herein by reference as group Exhibit “A”. Construction shall not begin until such time as Owner has approved the design, plans, specifications and drawings in writing and initialed each as hereinbefore required.

The Contractor shall provide and pay for all materials, labor, tools, insurance and such other items required to complete the Project. All materials shall be new, unused, and of recent manufacture, unless otherwise agreed upon in writing by Owner. All building and installation work shall be properly managed and supervised by Contractor’s employees or representatives, each of whom shall be thoroughly trained and experienced in the work involved. Contractor may retain subcontractors in accordance with this Agreement who shall each be subject to approval by Owner.

All unused materials, rubbish and equipment which have accumulated as a result of the work required shall be removed daily at the Contractor's expense. During construction, and to the greatest extent practicable, Contractor shall keep the site in a safe and hazard-free manner. During the times which Contractor is on site and constructing the Project, Owner shall cooperate in keeping the area free of bystanders and/or nuisance individuals. During the evenings, weekends or inclement weather delays, Owner shall do its best to maintain a safe environment at or around the site, free of any individuals intending to use or play, on or around the unfinished Project.

Contractor shall at all times be responsible for ensuring that the plans and specifications are in reasonable and material compliance with applicable safety, construction, building and/or other applicable codes and any other applicable laws or regulations, and that Contractor's work meets, at all times, the requirements of the laws of the State of Illinois, including but not limited to the Prevailing Wage laws. Contractor further agrees to maintain a drug and alcohol free work place and to not discriminate against any employee, applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except as allowed by law.

### **Contract Price**

2. The total contract price to be paid by Owner to Contractor for the completed Project is One Hundred Thousand Dollars (\$100,000.00) (the "Contract Price"). Any change orders, modifications or revisions to this Agreement may decrease or increase the Contract Price and must be agreed to in writing by the parties.

### **Payment of Contract Price**

3. Owner shall pay directly to Contractor, upon Completion (as defined in Paragraph 5 hereof), the Contract Price, provided that Contractor shall submit with a final pay request a sworn contractors' affidavit and waiver of lien from Contractor, and any and all of Contractor's subcontractors, with respect to the Project. The final payment of the Contract Price shall take place at the office of Owner, or such other location as the parties shall agree, within twenty (20) days after the Completion.

### **Time for Completion**

4. The Project shall be completed by the Contractor within sixty (60) days from the notice to proceed; provided, however, that the Contractor shall not be responsible for delays due to Acts of God, inclement weather, strikes, lockouts, material shortages, lack of availability of utility services, fire, storm, theft, vandalism or other causes beyond Contractor's control (any of which being a "Force Majeure Event"). A failure to settle or prevent any strike or controversy with employees or anyone purporting or seeking to represent employees shall be considered a matter beyond the reasonable control of the party affected under this subsection, provided such party has made reasonable efforts to settle or prevent any strike or controversy and such strike affects the party's performance of the requirements of this Agreement. The financial

inability of the Contractor to perform any act shall not be deemed beyond the control of Contractor.

### **Completion**

5. Owner agrees that upon written notice from Contractor that Contractor deems the Project complete, and the submission of all necessary lien waivers and releases by Contractor, Owner shall cause an inspection of the Project within three (3) business days. Owner shall thereafter have three (3) business days to identify in a writing to Contractor any items that Owner deems incomplete or unfinished. Contractor shall thereafter submit a written plan dispute or to complete any item on Owner's punch list. The notice and remedy process herein provided for shall thereafter again become applicable until such time as all of Owner's punch list items are completed, at which time the Project shall be deemed complete (the "Completion Date"). The parties understand and agree that until the Completion Date, the Project shall be considered unsafe for the public and Owner shall not allow any person to use, skate, ride, play on or around any of the obstacles contained within the Project. Both parties hereto shall take reasonable measures to prevent public access during the construction process. Upon completion, Contractor shall submit to Owner "as-built" plans and drawings.

### **Warranties**

6. SPC Construction d/b/a/ Who Skates will provide a warranty for Mattoon which shall cover all concrete items within the Skatepark for a period of 5 (five) years from time of installation. All steel edging contained within Skatepark shall be warranted against failure for a period of 10 (ten) years.

Included items under this warranty shall be;

- Substantial chipping or flaking of any concrete surface when used under normal conditions and for purposes for which it was originally designed
- Loosening of any steel edging
- Heaving or lifting of any surface where adjacent to another surface in the same plain

Not included under this warranty;

- Failure of product due to failure of substrate or preparation by others
- Failure of product due to vandalism or abuse
- Failure of product due to vehicular traffic or traffic not originally portrayed in design
- Failure of painted surfaces
- Hairline cracks in concrete where no lifting or separating occurs
- Chipping of saw cut joints
- Cracking or failure of original concrete slab previously installed by others
- Failure due to acts of God or nature
- Fading or discoloration of any surface

Any item misused, neglected, abused or vandalized shall not be covered under any warranty. Who Skates at its discretion may deem a claim invalid if it can be demonstrated that the product was not used for its intended purpose or that a smaller failure was not reported resulting in damage which may have been more easily remedied. Any and all claims against this warranty shall be satisfied at the discretion of Who Skates. All claims must be submitted in writing or by phone. Who Skates shall respond to any claim within 48 hours and inspect claim within 7 days. Any item which may be subject to a claim under this warranty must IMMEDIATELY BE BARRICADED TO ELIMINATE USE ENTIRELY. Safety within a Skatepark is paramount to its success and immediate attention to any failure is necessary. Any item which is the subject of a warranty claim which is not barricaded to eliminate use may be subject to lack of coverage under this warranty.

### **Changes Orders and Extras**

7. Any and all additions, changes and/or extras desired by Owner shall be expressly authorized in writing by Owner (a "Change Order") prior to said additions, changes and/or extras being constructed or installed by Contractor. Any such additions, changes or modifications shall be added to or reduce the Contract Price due hereunder and shall be evidenced by a writing signed by Owner and Contractor and shall thereafter be attached hereto as group Exhibit C. Any Change Order shall identify in detail the specific change being agreed to.

### **Insurance During Construction**

8. Contractor shall procure and maintain in effect during the term of this Agreement the following insurance, and shall submit to Owner certificates therefore prior to undertaking on-site work on any portion of the Project:

Bodily Injury Liability;  
Property Damage Liability;  
Automobile Bodily Injury Liability;  
Automobile Property Damages Liability; and

All such insurance shall be in companies authorized to do business in Illinois and in an amount of not less than One Million Dollars (\$1,000,000) per occurrence or event. Contractor shall also maintain Workers' Compensation coverage as required by the State of Illinois.

### **Materials and Remedy of Defects**

9. Contractor warrants and guarantees to Owner that all materials and fixtures will be new unless otherwise specified, and that all work will be of good quality, free from faults or defects and performed in accordance generally accepted construction practices in the geographic area and in accordance with the requirements of the plans, specifications and drawings as shown on Exhibit "A" or as hereafter agreed to by the parties in writing. After final payment is made pursuant to this Agreement and prior to the expiration of five (5) years after the date of completion for concrete surfaces and ten (10) years after the date of completion for all steel

edging, as defined in Paragraph 6 of this Agreement, upon notice from the Owner, Contractor shall, without cost to Owner, remedy any defects in workmanship, provided, however, that Contractor shall not be responsible for conditions, defects or damage to the Project which are the result of contraction, expansion, other normal and/or ordinary characteristics of building materials, normal wear and tear, or for conditions, defects or damage due to a Force Majeure Event or other causes beyond Contractor's control.

### **Utilities During Construction, Permits and Fees**

10. Contractor shall assume the cost for electrical service and potable water during the entire construction process. Owner shall pay for and obtain all permits necessary for the construction of the Project. Contractor shall assist Owner as may be reasonably necessary in the effort to obtain the necessary permits. Contractor shall be responsible for locating all underground utilities and necessary permits through "JULIE".

### **Substitution of Materials**

11. Upon the prior written approval of Owner, any materials specified in this Agreement or Exhibit "A" that Contractor is unable to supply as a result of a shortage or unavailability exceeding thirty (30) days may be substituted with materials of like kind and quality, and any differences in price will be adjusted at the time of final payment, such payments to be in addition to or deducted from any amount owing under this Agreement.

### **Indemnification**

12. Contractor shall indemnify, defend and save Owner and its respective officers, employees and agents harmless from all claims, demands, payments, suits, actions, recoveries and judgments of every kind and description brought or recovered against them by reason of any act or omission of Contractor, or Contractor's agents or employees, in the execution of the work hereby contracted for.

Owner shall indemnify, defend and save Contractor, its officers, employees, and agents harmless from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Owner or Owner's officers, employees or agents in performing this Agreement.

### **Trees and Plants**

13. Contractor shall not remove any trees or plant without the prior written approval of Owner.

### **Owner's Power to Terminate Contract**

14. If Contractor commits any of the acts specified in this Paragraph, Owner may, by giving ten (10) days' notice in writing thereof to Contractor, without prejudice to any other rights or remedies given Owner by law or by this Agreement, terminate the services of Contractor

under this Agreement; take possession of said Project and complete said project by whatever method Owner may deem expedient. Contractor shall be deemed to have committed an act specified in this Paragraph if Contractor shall:

- (a) File a voluntary petition, or be the subject of an involuntary petition filed by his creditors, under any chapter of the Bankruptcy Code of the United States;
- (b) Make a general assignment for the benefit of his creditors;
- (c) Fail to make prompt payment to subcontractors, laborers, or materialmen for labor performed on or materials furnished to the Project; or
- (d) Otherwise breach any of the terms or provisions of this Agreement.

Should Owner terminate the services of Contractor under this Agreement and complete the Project pursuant to Paragraph 14 of this Agreement, Contractor shall not be entitled to receive any payment under this Agreement until the Project is fully completed. On completion of the Project by Owner, any expenses incurred by Owner in completing said Project, including any compensation paid by Owner for managerial, administrative or supervisory services in completing the Project, shall be deducted from the Contract Price. The remedies provided for in this paragraph shall not prevent Owner from exercising any other rights Owner may have at law or in equity. Termination shall not affect the rights or obligations of the Contractor which arose prior to the termination.

#### **Contractor's Power to Terminate Contract**

15. If Owner fails to pay to Contractor any amount payable pursuant to this Agreement within twenty (20) days after it becomes due, the Contractor may, by giving three (3) days' written notice thereof to Owner, terminate its services under this Agreement, stop work on the Project and remove all materials therefrom until all past due payments have been received. The remedies provided for herein shall not prevent Contractor from exercising its rights under the mechanic's lien laws of the State of Illinois or any other rights Contractor may have at law or in equity. Termination shall not affect the rights or obligations of the Owner which arose prior to the termination.

#### **Governing Law**

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including, without limitation, matters of validity, construction, effect, performance and remedies. The parties knowingly and voluntarily agree that venue for any disputes arising from or relating to this Agreement shall be initiated and tried in the Circuit Court of Coles County, Illinois.

#### **Paragraph Headings**

17. The paragraph headings are inserted in this Agreement only for convenience, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

**Unenforceable Provisions**

18. If any term, covenant, warranty, paragraph, clause, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, and this Agreement shall be construed as if such invalid, void or unenforceable provisions were omitted.

**Heirs and Assigns**

19. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, devisees, legatees, successors and assigns.

**Notices**

20. Any notice, demand or other communication required or desired to be given under this Agreement, hereinafter referred to as "Notice," shall be in writing and shall be deemed to have been sufficiently given or served, for all purposes, if sent by certified or registered mail, return receipt requested, postage prepaid, to the address set forth above or such other address as a party hereto may hereafter provide to the other in accordance with this paragraph.

**Remedies Not Exclusive**

21. All of the rights, benefits and remedies provided to Owner and Contractor by this Agreement, or by any instrument or document executed pursuant to this Agreement, shall be cumulative and shall not be exclusive of any rights, remedies and benefits allowed by law or equity to Owner and Contractor.

**No Waiver of Rights**

22. Failure by either to insist upon or enforce any of its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of such party's rights to thereafter insist upon strict compliance with the provisions of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

**Supersedes All Previous Agreements**

23. This Agreement supersedes any and all previous agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement.

### **Changes in Writing**

24. No changes, amendments or modifications of this Agreement shall be valid unless in writing and signed by all of the parties to this Agreement.

### **Entire Agreement**

25. This Agreement and matters expressly referred to herein constitute the entire Agreement between the parties. No representations, warranties, undertakings or promises, whether oral, implied or otherwise, can be made or have been made by either party or its agents except as expressly stated herein.

### **Attorneys' Fees, Costs and Expenses**

26. Should it be necessary for either party to resort to litigation to resolve a dispute with respect to any of the terms or provisions of this Agreement, or any duty or obligation created or to be performed pursuant to this Agreement, the party obtaining judgment in its favor shall be entitled to recover from the other party its costs, fees and expenses, including but not limited to, the prevailing party's reasonable attorneys' fees, expert witness fees or other expenses normally related to and arising as a result of litigation.

### **Contractor's Statement**

27. The law requires that Contractor shall submit a sworn statement of persons furnishing materials and labor before any payments are required to be made to Contractor.

### **Time**

28. Time is of the essence with respect to this Agreement and the respective rights, duties and obligations of the parties hereto.

### **Assignment**

29. Neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

### **Further Action**

30. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

### **Presumption**

31. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

IT IS SO AGREED by and between the parties hereto as of the date first set forth above.

**SPC CONSTRUCTION INC., CONTRACTOR**

Attest:

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

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

**CITY OF MATTOON, ILLINOIS, OWNER**

Attest:

By: \_\_\_\_\_  
David W. Cline, Mayor

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

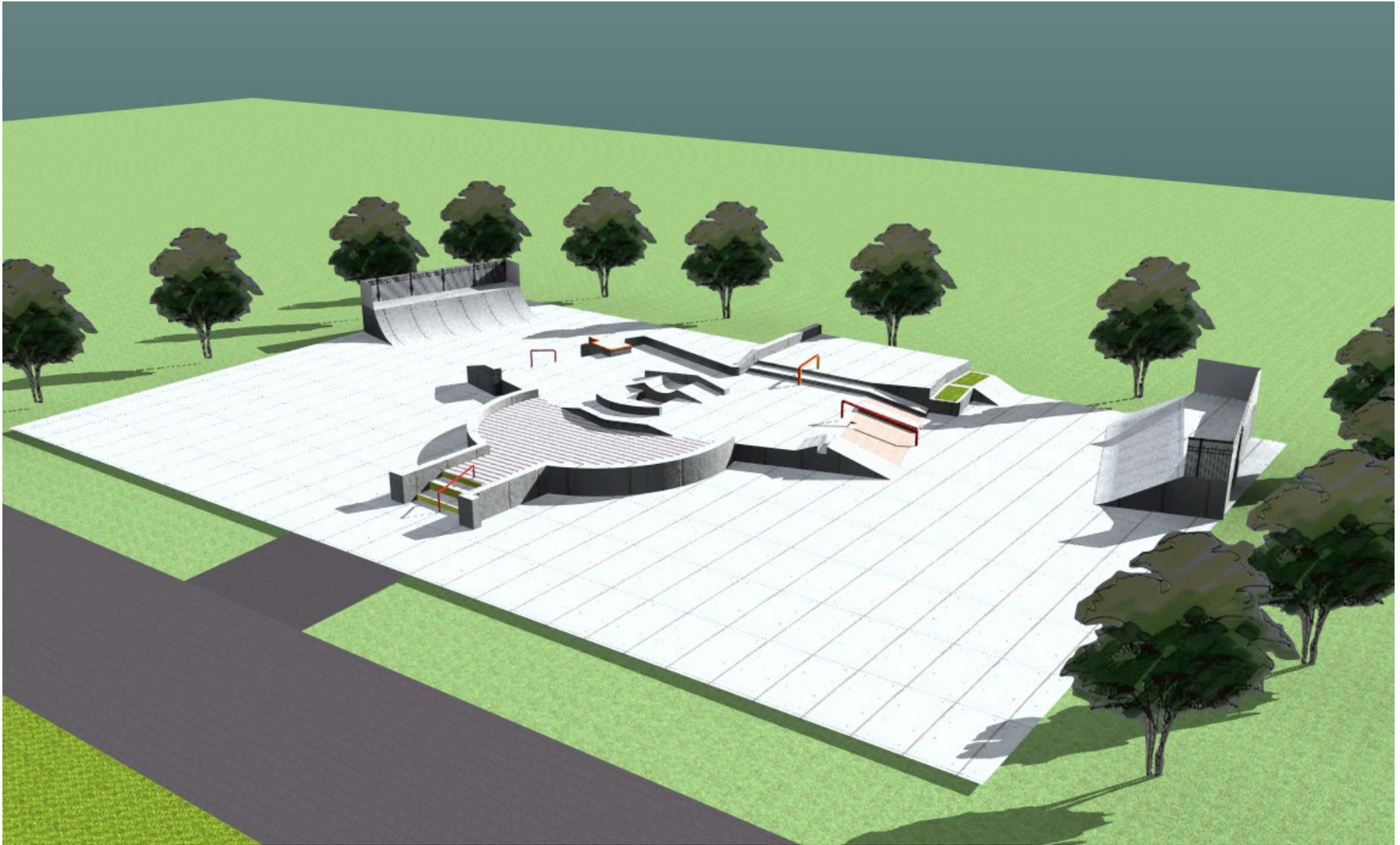
**Exhibit "A"**

**Layout Views:**



Who Skates – 357 Goose Rocks Rd. – Kennebunkport, Me – 04046 – Phone: 207-632-7602 [www.whoskates.com](http://www.whoskates.com)

**Exhibit "A"**



Who Skates – 357 Goose Rocks Rd. – Kennebunkport, Me – 04046 – Phone: 207-632-7602 [www.whoskates.com](http://www.whoskates.com)

**Exhibit “A”**

**Original Proposal Body:**

**INSERT LANGUAGE FROM TOM NOBLE**

**Exhibit "A"**

**Payment Terms:**

Contract signing - 10%

Bimonthly payments from pay estimates

**City of Mattoon  
Council Decision Request**

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MEETING DATE: 09/02/09

CDR NO: 2009-1013

SUBJECT: Authorizing an agreement with IDOT for the replacement of the Charleston Avenue bridge including approval of a detour route on Marshall Avenue

SUBMITTAL DATE: 8/25/09

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR: John Kolata \_\_\_\_\_  
COUNCIL AGENDA: City Administrator Date

EXHIBITS (If applicable): Exhibit A – Amendment to IDOT Signal Agreement

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$46,403	BUDGETED: N/A	REQUIRED: N/A

---

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

“I move to authorize the mayor to sign the attached agreement with IDOT defining the cost breakdown and approving a detour route on Marshall Avenue for the replacement of the Charleston Avenue Bridge.”

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

Approving this CDR will allow the mayor to sign an agreement which defines the terms for city’s involvement in replacing the Charleston Avenue Bridge. The agreement includes IDOT’s plan for detouring traffic onto Marshall Avenue from Lake Land Blvd. to 21<sup>st</sup> Street. After the bridge is completed IDOT will mill and resurface the tapers of the railroad crossing on Marshall Avenue. The agreement also covers the removal and replacement of a City of Mattoon six-inch waterline suspended from the bridge. The city will only be responsible for the costs associated with moving the waterline which IDOT has estimated at \$46,403.

This project will be let in November of this year.

The money to pay for moving the waterline will come from the city’s water fund.

The Public Works Advisory Board unanimously recommended approval.

## EXHIBIT A

FAP Route 325 (IL 16)  
Section (19VBR) BR  
County Coles  
Job No. C-97-042-06  
Agreement No. : JN 710 001  
Contract No. 74149

### AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, AD, 2009, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF MATTOON, of the State of Illinois, hereinafter called the CITY.

### WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving the bridge carrying Charleston Avenue (FAP Route 325, IL Route 16, Section (19VBR) BR), over the Illinois Central Railroad in Mattoon Illinois by removing the existing superstructure and retaining walls, and replacing a wider superstructure on widened substructure units, constructing new approach pavements, installing upgrades to the traffic signals, improving the geometrics at Charleston and Lake Land Boulevard, permanently closing the entrance on the south west quadrant of the bridge proper, and performing all other work to complete the section. The bridge will be closed to through traffic during construction.

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments, subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

EXHIBIT A

<u>Type of Work</u>	<u>STATE</u>		<u>CITY</u>		<u>TOTAL</u>
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	<u>Cost</u>
All constr. costs excluding The following	\$1,379,650	100	\$ -	0	\$1,379,650
<b><u>Water Line</u></b>					
Pipe Supports	\$ -	-	\$ 22,100	100	\$ 22,100
Removal	\$ -	-	\$ 3,000	100	\$ 3,000
Adjusting Valves	\$ -	-	\$ 250	100	\$ 250
Water main	\$ -	-	\$ 15,000	100	\$ 15,000
Permit Fee*	*	-	*	100	*
Sub Total	<u>\$1,379,650</u>		\$ 40,350		\$1,420,000
P&C Engr. 15%	\$ 206,948		\$ 6,053		<u>\$ 213,000</u>
Total	\$1,586,598		\$ 46,403		\$1,633,000

\*To be paid for separately by CITY at 100%. No Engineering fees assessed for the permit.

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities multiplied by the contract unit prices plus 15% for construction and preliminary engineering.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
5. The CITY further agrees that upon award of the contract for this improvement, the CITY of MATTOON will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY of MATTOON an amount equal to 85% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
6. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.
7. The CITY shall continue to enforce existing ordinance 80-4401, requiring that parking be prohibited on Charleston Avenue from 14<sup>th</sup> Street to 21<sup>st</sup> Street and on US 45 (Lakeland Boulevard from Charleston to Wabash.
8. The CITY shall continue to enforce existing ordinance 80-4403 prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of the Charleston Avenue bridge improvements.

## EXHIBIT A

9. The CITY shall continue to enforce existing ordinance 80-4402 relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements.
10. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along FAP Route 325 (IL Route 16) without the consent of the STATE.
11. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
12. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
13. The CITY agrees to allow Marshall Avenue to be used for the marked detour at no expense to the DEPARTMENT. The DEPARTMENT will mill and resurface the tapers of the railroad crossing on Marshall Avenue.
14. Upon final field inspection of the improvement and so long as Charleston Avenue (IL Route 16) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the structure, the 12 foot through traffic lanes and turn lanes lying on either side of the median or the centerline if no median exists, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes to be maintained by the STATE.
15. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, parkways, guardrails, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by: performing those functions necessary to keep the storm sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids, plus structural failures to a maximum length of 12 feet between adjacent manholes.
16. The CITY certifies that \_\_\_\_\_ is their correct Federal Taxpayer identification Number and they are doing business as a Municipality
17. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE'S advertising for the aforescribed proposed improvement, a copy of which is attached as Exhibit C.
18. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make funds available for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

EXHIBIT A

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

Attest:

\_\_\_\_\_

Clerk

(SEAL)

\_\_\_\_\_ of \_\_\_\_\_

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

TITLE: \_\_\_\_\_

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

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

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

Roger Driskell  
Deputy Director of Highways  
Region Four Engineer

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

EXHIBIT A

EXHIBIT "A"  
FUNDING RESOLUTION

WHEREAS, the CITY OF MATTOON has entered into an AGREEMENT with the STATE OF ILLINOIS, for the improvement of Illinois Route 16, (FAP Route 325, Section (19VBR) BR) which is locally known as Charleston Avenue.

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY OF MATTOON to appropriate sufficient funds to pay its share of the said cost of the improvement

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of FORTY SIX THOUSAND FOUR HUNDRED THREE DOLLARS AND NO CENTS (\$46,403), or so much thereof as may be necessary, from any money now or hereafter allotted to the City of Mattoon to pay its share of the cost of this improvement as provided in the AGREEMENT; and,

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY OF MATTOON will pay to the Department of Transportation of the State of Illinois in a lump sum from any funds allotted to the CITY OF MATTOON an amount equal to 85% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the project based upon final costs.

BE IT FURTHER RESOLVED that the CITY OF MATTOON agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COLES )

I, \_\_\_\_\_, Clerk in and for the CITY OF MATTOON, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the Mayor and City Council at a meeting on \_\_\_\_\_, 20\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Clerk

(SEAL)

EXHIBIT A

Exhibit C

FAP Route 325 (IL 16)  
Section (19VBR) BR  
County Coles  
Job No. C-97-042-06  
Agreement No. 710 001  
Contract No. 74149

PLAN APPROVAL

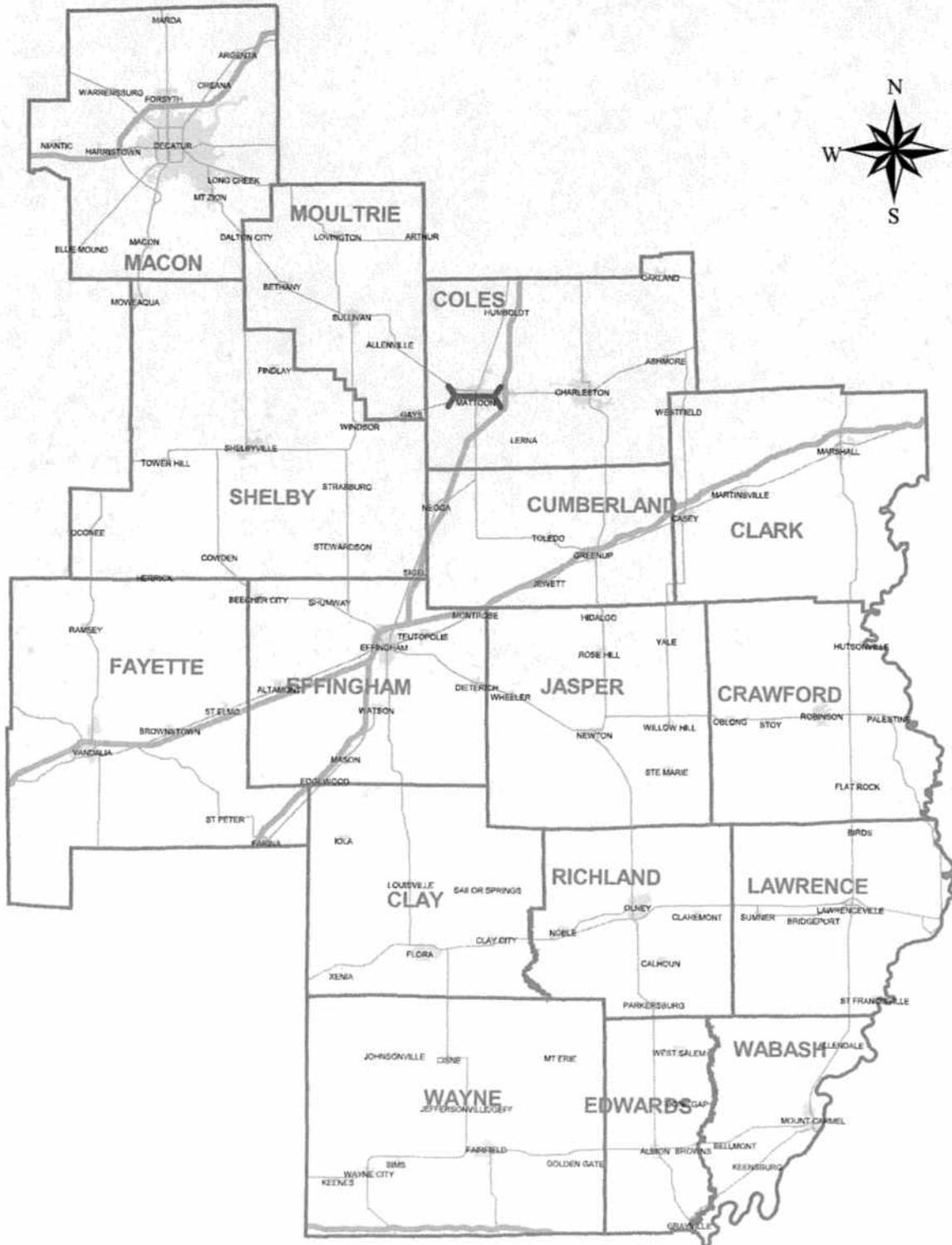
WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving the bridge carrying Charleston Avenue (FAP Route 325, IL Route 16, Section (19VBR) BR) over the Illinois Central Railroad in Mattoon Illinois by removing the existing superstructure and retaining walls and replacing a wider superstructure on widened substructure units, constructing new approach pavements, installing upgrades to the traffic signals, improving the geometrics at Charleston and Lake Land Boulevard, permanently closing the entrance on the south west quadrant of the bridge proper, and performing all other work to complete the section. The bridge will be closed to through traffic during construction.

The CITY of MATTOON hereby gives written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Mayor, City of Mattoon

# Illinois Department of Transportation Region 4 - District 7



Location of proposed project

# Illinois Department of Transportation Region 4 - District 7

