

**CITY OF MATTOON, ILLINOIS**  
**CITY COUNCIL AGENDA**  
**September 21, 2010**  
**6:30 P.M.**

**6:30 PM BUSINESS MEETING**

**Pledge of Allegiance**

**Roll Call**

**Electronic Attendance**

**CONSENT AGENDA:**

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

**Minutes of the Regular meeting September 7 and Special meeting September 13, 2010**

**Finance Reports for the month of August, 2010**

**Bills and Payroll for the first half of September, 2010**

**PRESENTATIONS, PETITIONS AND COMMUNICATIONS**

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

- **Public comments/presentations and non-agenda items**

**NEW BUSINESS:**

- 1. Motion – Adopt Special Ordinance 2010-1400: Granting a special use for the construction of a telephone central office (Point-of-Presence) facility located at 2501 Thomason Drive. (AT&T) (Gover)**
- 2. Motion – Adopt Special Ordinance 2010-1401: Approving a variance to the sign code of the municipality on real estate know as Cross County Mall at 700 Broadway Avenue East. (Gover)**

3. **Motion – Adopt Special Ordinance 2010-1402: Approving a one-year contract renewal of the collective bargaining agreement with the AFSCME, AFL-CIO, Council 31, Local 3821. (Ervin/Rankin)**
4. **Motion – Adopt Resolution 2010-2817: Approving the utilization of ambulance billing software and procedures, authorizing the Intergovernmental Agreement between the City of Charleston and the City of Mattoon, and authorizing the Mayor to sign the agreement. (Hall)**
5. **Motion – Approve Council Decision Request 2010-1145: Ratifying the agreement between the City of Mattoon and Design Perspectives in the amount of \$7,000 for professional landscape design services of Progress Square Parking Lot. (Rankin)**
6. **Motion – Approve Council Decision Request 2010-1146: Approving the amended plans and specifications; and authorizing the solicitation for competitive bidding of the Progress Square Parking Lot. (Rankin)**
7. **Motion – Approve Council Decision Request 2010-1147: Authorizing the Mayor and City Clerk to sign a License Agreement with Kentucky Data Link, Inc. for the use of the City’s rights-of-way to allow the installation of a fiber optic network. (Rankin)**
8. **Motion – Approve Council Decision Request 2010-1148: Ratifying the agreement between the City of Mattoon and Rempe-Sharpe & Associates, Inc. in the amount of \$14,800 for professional engineering services of YMCA Parking Lot. (Rankin)**
9. **Motion – Approve Council Decision Request 2010-1149: Approving the plans and specifications; and authorizing the solicitation for competitive bidding of the YMCA Parking Lot. (Rankin)**

**COMMUNICATIONS - COUNCIL AND CITY STAFF**

**DEPARTMENT REPORTS:**

**CITY ADMINISTRATOR**

**ATTORNEY & TREASURER**

**CITY CLERK**

**PUBLIC WORKS**

**COMMUNITY DEVELOPMENT**

**FIRE**

**POLICE**

**COMMENTS BY THE COUNCIL**

**Adjourn**

# UNAPPROVED MINUTES:

## September 7, 2010 (Regular)

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on September 7, 2010.

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

Acting Mayor Gover led the Pledge of Allegiance.

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

Also physically present were City personnel: City Administrator Sue McLaughlin; City Attorney & Treasurer J. Preston Owen, Community Development Coordinator Kyle Gill, Public Works Director David Wortman, Fire Chief Tony Nichols, Police Chief Jeff Branson, Library Director Ryan Franklin, and City Clerk Susan O'Brien.

Commissioner Hall seconded by Commissioner Ervin moved to approve the consent agenda consisting of minutes of the regular meeting August 17, 2010; Fire Department Report for the month of August, 2010; bills and payroll for the last half of August and first half of September, 2010.

### **Bills and Payroll last half of August, 2010 and Payroll first part of September, 2010**

<b><u>General Fund</u></b>	
Payroll	\$ 487,670.83
Bills	\$ 107,591.00
Total	\$ 595,261.83
<b><u>Hotel Tax Fund</u></b>	
Payroll	\$ 3,333.30
Bills	\$ 20,452.72
Total	\$ 23,786.02
<b><u>Festival Management</u></b>	
Bills	\$ 409.78
Total	\$ 409.78
<b><u>Insurance &amp; Tort fund</u></b>	
Bills	\$ 199,984.40
Total	\$ 199,984.40
<b><u>Capital Project Fund</u></b>	
Bills	\$ 45,103.39
Total	\$ 45,103.39
<b><u>South Route 45 TIF District</u></b>	
Bills	\$ 88,652.58
Total	\$ 88,652.58
<b><u>I 57 East TIF District</u></b>	
Bills	\$ 554.50

		Total	\$ 554.50
	<b><u>Midtown TIF District</u></b>		
Bills			\$ 3,675.00
		Total	\$ 3,675.00
	<b><u>Water Fund</u></b>		
Payroll			\$ 46,229.02
Bills			\$ 174,747.42
		Total	\$ 220,976.44
	<b><u>Sewer Fund</u></b>		
Payroll			\$ 57,936.87
Bills			\$ 70,058.64
		Total	\$ 127,995.51
	<b><u>Cemetery Fund</u></b>		
Bills			\$ 61.33
		Total	\$ 61.33
	<b><u>Motor Fuel Tax Fund</u></b>		
Bills			\$ 10,574.88
		Total	\$ 10,574.88
	<b><u>Health Insurance</u></b>		
Bills			\$ 123,563.36
		Total	\$ 123,563.36

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

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

**PUBLIC COMMENTS/PRESENTATION AND NON AGENDA ITEMS:**

Jonathan Kaye reviewed his proposal for a Tree Planting Program. Acting Mayor Gover stated the Council would need time to review.

Mr. Charlie Brown addressed the Council regarding the nuisances at #3 Brown Court, where two vehicles were parked in front of the house and were being used as storage; and requested establishing an ordinance prohibiting this type of nuisance. Acting Mayor Gover stated he would have someone look into the situation.

Mrs. Karen French thanked Director Wortman for having the area of 27<sup>th</sup> Street and Commercial cleared of debris. She requested action to be taken regarding the tall weeds near an open flame oil well.

Mrs. Joyce St. Michael inquired whether mechanics (B & D Auto) were allowed to park cars to be repaired on their lots, and when trees were scheduled to be trimmed around various signs. Coordinator Gill stated auto repair shops were allowed to have vehicles in their lots.

ITEMS FOR DISCUSSION:

A. Habitat for Humanity – 10<sup>th</sup> & Richmond

Administrator McLaughlin described the area located at 10<sup>th</sup> and Richmond Avenue as an area for four houses, which could be donated to Habitat for Humanity and improve the appearance of the area not used by the City. Commissioner Rankin noted the vacation of a portion of the area to equalize the lots. Director Wortman noted water and sewer service would have to be established in 80% of the area. Mr. Kirk Swensen, a Mattoon member, stated there would be qualified people, good lots to build on, dual-housing goals, and affordable housing while improving the property. Council with input from Coordinator Gill, Attorney Owen, and Director Wortman discussed the opportunity and asked Administrator McLaughlin to prepare an item for Council consideration.

B. Progress Square Parking Lot

Administrator McLaughlin described the plans and reasons for improvements, issues with lighting and parking, and preparation of new specifications to resolve issues with the re-bid including alternate bids for next week. Council and Administrator McLaughlin discussed parking and the expenditures from Midtown TIF funds to make the improvements. Administrator McLaughlin noted the revised specifications would be on the September 21<sup>st</sup> agenda for consideration.

NEW BUSINESS:

Commissioner Rankin seconded by Commissioner Ervin moved to adopt Ordinance 2010-5309, amending the Municipal Code of the City of Mattoon with the addition Chapter 99.30 establishing standards for the construction of facilities on the rights-of-way.

---

**CITY OF MATTOON, ILLINOIS**

**ORDINANCE NO. 2010-5309**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE  
CITY OF MATTOON BY THE ADDITION OF  
CHAPTER 99.30 ESTABLISHING STANDARDS  
FOR THE CONSTRUCTION OF FACILITIES ON THE RIGHTS-OF-WAY**

**WHEREAS**, the City of Mattoon (the “City”) is a non-home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the City has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and governing the use of public rights-of-way and that protect the public health, safety, and welfare of its citizens;

and

**WHEREAS**, the City uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses, including traffic control signals, water, sanitary sewer and storm sewer; and

**WHEREAS**, other utility service providers, including electricity, telephone, natural gas and cable television and video service providers have placed, or from time to time may request to place, certain utility facilities in the public rights-of-way within the City; and

**WHEREAS**, legislatures and regulatory agencies at the State and federal levels have implemented changes in the regulatory framework to enhance competition in the providing of various utility services; and

**WHEREAS**, the public rights-of-way within the City are a limited public resource held in trust by the City for the benefit of its citizens and the City has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

**WHEREAS**, the corporate authorities of the City find and determine that it is necessary to and in the best interests of the public health, safety and general welfare to establish uniform standards and regulations for access to and use of the public rights-of-way in the City by utility service providers and other persons and entities that desire to place structures, facilities or equipment in the public rights-of-way, so as to (i) prevent interference with the use of streets, sidewalks, alleys and other public ways and places by the City and the general public, (ii) protect against visual and physical obstructions to vehicular and pedestrian traffic, (iii) prevent interference with the facilities and operations of the City's utilities and of other utilities lawfully located in public rights-of-way or property, (iv) protect against environmental damage, including damage to trees, from the installation of utility facilities, (v) preserve the character of the neighborhoods in which facilities are installed, (vi) prevent visual blight, and (vii) assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations; and

**WHEREAS**, this Ordinance is enacted in the exercise of the City's Non-home rule powers, the Corporate Authorities having determined that the regulation of the use of the public rights-of-way in the City is a matter pertaining to the affairs of the City as provided in Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, this Ordinance establishes generally applicable standards for construction on, over, above, along, upon, under, across, or within the public right-of-way, and for the use of and repair of the public rights-of-way; and

**WHEREAS**, in the enactment of this ordinance, the City has considered a variety of standards for construction on, over, above, along, under, across, or within, use of and repair of the public rights-of-way, including, but not limited to, the standards relating to Accommodation of Utilities on Right-of-Way of the Illinois State Highway System promulgated by the Illinois Department of Transportation and found at 92 Ill. Adm. Code § 530.10 *et seq.*; and

**WHEREAS**, the City hereby finds that it is in the best interest of the City, the public and the utilities using the public rights-of-way to establish a comprehensive set of

construction standards and requirements to achieve various beneficial goals, including, without limitation, enhancing the planning of new utility facilities; minimizing interference with, and damage to, rights-of-way and the streets, sidewalks, and other structures and improvements located in, on, over and above the rights-of-way; and reducing costs and expenses to the public.

**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 preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2. Adoption.** Chapter 99 of the Municipal Code of the City of Mattoon shall be amended by the addition of Chapter 99.30 that will read as follows:

CHAPTER 99.30. CONSTRUCTION OF  
UTILITY FACILITIES IN THE RIGHTS-OF-WAY

**99.30.1 Purpose and Scope.**

a) Purpose. The purpose of this Chapter is to establish policies and procedures for constructing facilities on rights-of-way within the City's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the City rights-of-way and the City as a whole.

b) Intent. In enacting this Chapter, the City intends to exercise its authority over the rights-of-way in the City and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including without limitation:

- 1) prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
- 2) prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
- 3) prevent interference with the facilities and operations of the City's utilities and of other utilities lawfully located in rights-of-way or public property;
- 4) protect against environmental damage, including damage to trees, from the installation of utility facilities;
- 5) protect against increased stormwater run-off due to structures and materials that increase impermeable surfaces;
- 6) preserve the character of the neighborhoods in which facilities are installed;
- 7) preserve open space, particularly the tree-lined parkways that characterize the City's residential neighborhoods;

- 8) prevent visual blight from the proliferation of facilities in the rights-of-way; and
- 9) assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.

c) Facilities Subject to This Chapter. This Chapter applies to all facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the City. A facility lawfully established prior to the effective date of this Chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

d) Franchises, Licenses, or Similar Agreements. The City, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the City rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the City enter into such an agreement. In such an agreement, the City may provide for terms and conditions inconsistent with this Chapter.

e) Effect of Franchises, Licenses, or Similar Agreements.

- 1) Utilities Other Than Telecommunications Providers. In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the City, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.
- 2) Telecommunications Providers. In the event of any conflict with, or inconsistency between, the provisions of this Chapter and the provisions of any franchise, license or similar agreement between the City and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

f) Conflicts with Other Chapters. This Chapter supersedes all Chapters or parts of Chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

g) Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Chapter, the utility shall comply with the requirements of this Chapter to the maximum extent possible without violating federal or State laws or regulations.

h) Sound Engineering Judgment. The City shall use sound engineering judgment when administering this Chapter and may vary the standards, conditions, and requirements expressed in this Chapter when the City so determines. Nothing herein shall be construed to limit the ability of the City to regulate its rights-of-way for the protection of the public health, safety and welfare.

## 99.30.2

### Definitions.

As used in this Chapter and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this Section. Any term not defined in this Section shall have the meaning ascribed to it in 92 Ill. Adm. Code § 530.30, unless the context clearly requires otherwise.

“AASHTO” - American Association of State Highway and Transportation Officials.

“ANSI” - American National Standards Institute.

“Applicant” - A person applying for a permit under this Chapter.

“ASTM” - American Society for Testing and Materials.

“Backfill” - The methods or materials for replacing excavated material in a trench or pit.

“Bore” or “Boring” - To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

“Cable operator” - That term as defined in 47 U.S.C. 522(5).

“Cable service” - That term as defined in 47 U.S.C. 522(6).

“Cable system” - That term as defined in 47 U.S.C. 522(7).

“Carrier Pipe” - The pipe enclosing the liquid, gas or slurry to be transported.

“Casing” - A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

“City” - The City of Mattoon.

“Clear Zone” - The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO Roadside Design Guide.

“Coating” - Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

“Code” - The Municipal Code of the City of Mattoon.

“Conductor” - Wire carrying electrical current.

“Conduit” - A casing or encasement for wires or cables.

“Construction” or “Construct” - The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

“Controlled low-strength material” - a self compacting and self leveling, cement-based backfill material that is used in lieu of compacted fill, commonly called flowable fill.

“Cover” - The depth of earth or backfill over buried utility pipe or conductor.

“Crossing Facility” - A facility that crosses one or more right-of-way lines of a right-of-way.

“Public Works Director” - The City Public Works Director or his or her designee.

“Disrupt the Right-of-Way” - For the purposes of this Chapter, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

“Emergency” - Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

“Encasement” - Provision of a protective casing.

“Engineer” - The Public Works Director or his or her designee.

“Equipment” - Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

“Excavation” - The making of a hole or cavity by removing material, or laying bare by digging.

“Extra Heavy Pipe” - Pipe meeting ASTM standards for this pipe designation.

“Facility” - All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights-of-way under this Chapter. For purposes of this Chapter, the term “facility” shall not include any facility owned or operated by the City.

“Freestanding Facility” - A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

“Frontage Road” - Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access to a highway.

“Hazardous Materials” - Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the Public Works Director to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

“Highway Code” - The Illinois Highway Code, 605 ILCS 5/1-101 et seq., as amended

from time to time.

“Highway” - A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. “Highway” includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

“Holder” - A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois Cable and Video Competition Law, 220 ILCS 5/21-401.

“IDOT” - Illinois Department of Transportation.

“ICC” - Illinois Commerce Commission.

“Jacking” - Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

“Jetting” - Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

“Joint Use” - The use of pole lines, trenches or other facilities by two or more utilities.

“J.U.L.I.E.” - The Joint Utility Locating Information for Excavators utility notification program.

“Major Intersection” - The intersection of two or more major arterial highways.

“Occupancy” - The presence of facilities on, over or under right-of-way.

“Parallel Facility” - A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

“Parkway” - Any portion of the right-of-way not improved by street or sidewalk.

“Pavement Cut” - The removal of an area of pavement for access to facility or for the construction of a facility.

“Permittee” - That entity to which a permit has been issued pursuant to Sections 99.30.4 and .5 of this Chapter.

“Practicable” - That which is performable, feasible or possible, rather than that which is simply convenient.

“Pressure” - The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

“Petroleum Products Pipelines” - Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal-slurry.

“Prompt” - That which is done within a period of time specified by the City. If no time

period is specified, the period shall be 30 days.

“Public Entity” - A legal entity that constitutes or is part of the government, whether at local, state or federal level.

“Restoration” - The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

“Right-of-Way” or "Rights-of-Way"- Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements in which the City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. “Right-of-way” or "Rights-of-way" shall not include any real or personal City property that is not specifically described in the previous two sentences and shall not include City buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the right-of-way.

“Roadway” - That part of the highway that includes the pavement and shoulders.

“Sale of Telecommunications at Retail” - The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

“Security Fund” - That amount of security required pursuant to Section 99.30.10.

“Shoulder” - A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

“Sound Engineering Judgment” - A decision(s) consistent with generally accepted engineering principles, practices and experience.

“Telecommunications” - This term includes, but is not limited to, messages or information transmitted through use of local, toll, and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. “Private line” means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations. “Telecommunications” shall not include value added services in which computer processing applications are used to act on the form, content, code, and protocol of the information for purposes other than transmission. “Telecommunications” shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. “Telecommunications” shall not

include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. Sections 521 and following) as now or hereafter amended or cable or other programming services subject to an open video system fee payable to the City through an open video system as defined in the Rules of the Federal Communications Commission (47 C.F.R. §76.1500 and following) as now or hereafter amended.

“Telecommunications Provider” - Means any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

“Telecommunications Retailer” - Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

“Trench” - A relatively narrow open excavation for the installation of an underground facility.

“Utility” - The individual or entity owning or operating any facility as defined in this Chapter.

“Vent” - A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

“Video Service” - That term as defined in section 21-201 (v) of the Illinois Cable and Video Competition Law of 2007, 220 ILCS 21-201(v).

“Water Lines” - Pipelines carrying raw or potable water.

“Wet Boring” - Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

### **99.30.3 Annual Registration Required.**

Every utility that occupies right-of-way within the City shall register on January 1 of each year with the Public Works Director, providing the utility’s name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility’s facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in Section 99.30.8 of this Chapter, in the form of a certificate of insurance.

### **99.30.4 Permit Required; Applications and Fees.**

a) Permit Required. No person shall construct (as defined in this Chapter) any facility on, over, above, along, upon, under, across, or within any City right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this Chapter), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the Public Works Director and obtaining a permit from the City therefor, except as otherwise provided in this Chapter. No permit shall be required for installation and maintenance of service connections to customers’ premises where there will be no disruption of the right-of-way.

b) Permit Application. All applications for permits pursuant to this Chapter shall be filed on a form provided by the City and shall be filed in such number of duplicate copies as the City may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each page of such materials accordingly.

c) Minimum General Application Requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

- 1) The utility’s name and address and telephone and telecopy numbers;
- 2) The applicant’s name and address, if different than the utility, its telephone, telecopy numbers, e-mail address, and its interest in the work;
- 3) The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;
- 4) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
- 5) Evidence that the utility has placed on file with the City:
  - i) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
  - ii) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the City and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this Section unless the City finds that additional information or assurances are needed;
- 6) Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and

regulations;

- 7) Evidence of insurance as required in Section 99.30.8 of this Chapter;
- 8) Evidence of posting of the security fund as required in Section 99.30.10 of this Chapter;
- 9) Any request for a variance from one or more provisions of this Chapter (See Section 99.30.21); and
- 10) Such additional information as may be reasonably required by the City.

d) Supplemental Application Requirements for Specific Types of Utilities. In addition to the requirements of Subsection c) of this Section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

- 1) In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any “Certificate of Public Convenience and Necessity” or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected, to obtain, has been issued by the ICC or other jurisdictional authority;
- 2) In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;
- 3) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;
- 4) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and any other local entities with jurisdiction, have been satisfied; or
- 5) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

e) Applicant’s Duty to Update Information. Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the City within thirty (30) days after the change necessitating the amendment.

f) Application Fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this Chapter shall be accompanied by a fee in the amount of \$250. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance

fee pursuant to the Electricity Infrastructure Maintenance Fee Act.

**99.30.5 Action on Permit Applications.**

a) City Review of Permit Applications. Completed permit applications, containing all required documentation, shall be examined by the City Public Works Director within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the City Public Works Director shall reject such application in writing, stating the reasons therefor. If the City Public Works Director is satisfied that the proposed work conforms to the requirements of this Chapter and applicable ordinances, codes, laws, rules, and regulations, the City Public Works Director shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the Public Works Director, that the construction proposed under the application shall be in full compliance with the requirements of this Chapter.

b) Additional City Review of Applications of Telecommunications Retailers.

- 1) Pursuant to Section 4 of the Telephone Company Act, 220 ILCS 65/4, a telecommunications retailer shall notify the City that it intends to commence work governed by this Chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the City not less than ten (10) days prior to the commencement of work requiring no excavation and not less than thirty (30) days prior to the commencement of work requiring excavation. The City Public Works Director shall specify the portion of the right-of-way upon which the facility may be placed, used and constructed.
- 2) In the event that the City Public Works Director fails to provide such specification of location to the telecommunications retailer within either (i) ten (10) days after service of notice to the City by the telecommunications retailer in the case of work not involving excavation for new construction or (ii) twenty-five (25) days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this Chapter.
- 3) Upon the provision of such specification by the City, where a permit is required for work pursuant to Section 99.30.4 of this Chapter the telecommunications retailer shall submit to the City an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of Subsection (a) of this Section.

c) Additional City Review of Applications of Holders of State Authorization Under the Cable and Video Competition Law of 2007. Applications by a utility that is a

holder of a State-issued authorization under the Cable and Video Competition Law of 2007 shall be deemed granted forty-five (45) days after submission to the City, unless otherwise acted upon by the City, provided the holder has complied with applicable City codes, ordinances, and regulations.

**99.30.6 Effect of Permit.**

a) Authority Granted; No Property Right or Other Interest Created. A permit from the City authorizes a permittee to undertake only certain activities in accordance with this Chapter on City rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.

b) Duration. No permit issued under this Chapter shall be valid for a period longer than six (6) months unless construction is actually begun within that period and is thereafter diligently pursued to completion.

c) Pre-construction meeting required. No construction shall begin pursuant to a permit issued under this Chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the City with such City representatives in attendance as the City deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.

d) Compliance with All Laws Required. The issuance of a permit by the City does not excuse the permittee from complying with other requirements of the City and applicable statutes, laws, ordinances, rules, and regulations.

**99.30.7 Revised Permit Drawings.**

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the City within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this Chapter, it shall be treated as a request for variance in accordance with Section 99.30.21 of this Chapter. If the City denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor.

**99.30.8 Insurance.**

a) Required Coverages and Limits. Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance

policies insuring the utility as named insured and naming the City, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in paragraphs 1 and 2 below:

- 1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X,” “C,” and “U” coverages) and products-completed operations coverage with limits not less than:
  - i) One million dollars (\$1,000,000) for bodily injury or death to each person;
  - ii) One million dollars (\$1,000,000) for property damage resulting from any one accident; and
  - iii) One million dollars (\$1,000,000) for all other types of liability;
- 2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage for each accident;
- 3) Worker’s compensation with statutory limits; and
- 4) Employer’s liability insurance with limits of not less than one million dollars (\$1,000,000) per employee and per accident.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

b) Excess or Umbrella Policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

c) Copies Required. The utility shall provide copies of any of the policies required by this Section to the City within ten (10) days following receipt of a written request therefor from the City.

d) Maintenance and Renewal of Required Coverages. The insurance policies required by this Section shall contain the following endorsement:

“It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Administrator of such intent to cancel or not to renew.”

Within ten (10) days after receipt by the City of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the City

evidence of replacement insurance policies meeting the requirements of this Section.

e) Self-Insurance. A utility may self-insure all or a portion of the insurance coverage and limit requirements required by Subsection a) of this Section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under Subsection a), or the requirements of Subsections b), c) and d) of this Section. A utility that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under Subsection a) of this Section, such as evidence that the utility is a “private self insurer” under the Workers Compensation Act.

f) Effect of Insurance and Self-Insurance on Utility’s Liability. The legal liability of the utility to the City and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

g) Insurance Companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. [All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.]

#### **99.30.9 Indemnification.**

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the City and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney’s fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this Chapter or by a franchise, license, or similar agreement; provided, however, that the utility’s indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this Chapter by the City, its officials, officers, employees, agents or representatives.

#### **99.30.10 Security.**

a) Purpose. The permittee shall establish a Security Fund in a form and in an amount as set forth in this Section. The Security Fund shall be continuously maintained in accordance with this Section at the permittee’s sole cost and expense until the completion of the work authorized under the permit. The Security Fund shall serve as security for:

- 1) The faithful performance by the permittee of all the requirements of this Chapter;
- 2) Any expenditure, damage, or loss incurred by the City occasioned

by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the City issued pursuant to this Chapter; and

- 3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the City may pay or incur by reason of any action or non-performance by permittee in violation of this Chapter including, without limitation, any damage to public property or restoration work the permittee is required by this Chapter to perform that the City must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the City from the permittee pursuant to this Chapter or any other applicable law.

b) Form. The permittee shall provide the Security Fund to the City in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the City, or an unconditional letter of credit in a form acceptable to the City. Any surety bond or letter of credit provided pursuant to this Subsection shall, at a minimum:

- 1) Provide that it will not be canceled without prior notice to the City and the permittee;
- 2) Not require the consent of the permittee prior to the collection by the City of any amounts covered by it; and
- 3) Shall provide a location convenient to the City and within the State of Illinois at which it can be drawn.

c) Amount. The dollar amount of the Security Fund shall be sufficient to provide for the reasonably estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit, as determined by the City Public Works Director, and may also include reasonable, directly related costs that the City estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the City, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the City Public Works Director may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the Security Fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this Subsection (c) for any single phase.

d) Withdrawals. The City, upon fourteen (14) days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this Subsection, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the City for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

- 1) Fails to make any payment required to be made by the permittee hereunder;

- 2) Fails to pay any liens relating to the facilities that are due and unpaid;
- 3) Fails to reimburse the City for any damages, claims, costs or expenses which the City has been compelled to pay or incur by reason of any action or non-performance by the permittee; or
- 4) Fails to comply with any provision of this Chapter that the City determines can be remedied by an expenditure of an amount in the Security Fund.

e) Replenishment. Within fourteen (14) days after receipt of written notice from the City that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in Subsection c) of this Section.

f) Interest. The permittee may request that any and all interest accrued on the amount in the Security Fund be returned to the permittee by the City, upon written request for said withdrawal to the City, provided that any such withdrawal does not reduce the Security Fund below the minimum balance required in Subsection c) of this Section.

g) Closing and Return of Security Fund. Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the Security Fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the City for failure by the permittee to comply with any provisions of this Chapter or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the City to the extent necessary to cover any reasonable costs, loss or damage incurred by the City as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

h) Rights Not Limited. The rights reserved to the City with respect to the Security Fund are in addition to all other rights of the City, whether reserved by this Chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the City may have. Notwithstanding the foregoing, the City shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.

#### **99.30.11 Permit Suspension and Revocation.**

a) City Right to Revoke Permit. The City may revoke or suspend a permit issued pursuant to this Chapter for one or more of the following reasons:

- 1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
- 2) Non-compliance with this Chapter;
- 3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health,

safety, or welfare; or

- 4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

b) Notice of Revocation or Suspension. The City shall send written notice of its intent to revoke or suspend a permit issued pursuant to this Chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this Section 99.30.11.

c) Permittee Alternatives Upon Receipt of Notice of Revocation or Suspension. Upon receipt of a written notice of revocation or suspension from the City, the permittee shall have the following options:

- 1) Immediately provide the City with evidence that no cause exists for the revocation or suspension;
- 2) Immediately correct, to the satisfaction of the City, the deficiencies stated in the written notice, providing written proof of such correction to the City within five (5) working days after receipt of the written notice of revocation; or
- 3) Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights-of-way and restore the rights-of-way to the satisfaction of the City providing written proof of such removal to the City within ten (10) days after receipt of the written notice of revocation.

The City may, in its discretion, for good cause shown, extend the time periods provided in this Subsection.

d) Stop Work Order. In addition to the issuance of a notice of revocation or suspension, the City may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within Subsection a) of this Section.

e) Failure or Refusal of the Permittee to Comply. If the permittee fails to comply with the provisions of Subsection c) of this Section, the City or its designee may, at the option of the City: (1) correct the deficiencies; (2) upon not less than twenty (20) days notice to the permittee, remove the subject facilities or equipment; or (3) after not less than thirty (30) days notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the City. The permittee shall be liable in all events to the City for all costs of removal.

#### **99.30.12 Change of Ownership or Owner's Identity or Legal Status.**

a) Notification of Change. A utility shall notify the City no less than thirty (30) days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this Chapter, with respect to the work and facilities in the right-of-way.

b) Amended Permit. A new owner shall request that any current permit be

amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the City's right-of-way.

c) Insurance and Bonding. All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer.

### **99.30.13 General Construction Standards.**

a) Standards and Principles. All construction in the right-of-way shall be consistent with applicable ordinances, codes, laws rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

- 1) Standard Specifications for Road and Bridge Construction;
- 2) Supplemental Specifications and Recurring Special Provisions;
- 3) Highway Design Manual;
- 4) Highway Standards Manual;
- 5) Standard Specifications for Traffic Control Items;
- 6) Illinois Manual on Uniform Traffic Control Devices (92 Ill. Adm. Code § 545);
- 7) Flagger's Handbook; and
- 8) Work Site Protection Manual for Daylight Maintenance Operations.

b) Interpretation of Municipal Standards and Principles. If a discrepancy exists between or among differing principles and standards required by this Chapter, the City Public Works Director shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the Public Works Director shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

### **99.30.14 Traffic Control.**

a) Minimum Requirements. The City's minimum requirements for traffic protection are contained in IDOT's Illinois Manual on Uniform Traffic Control Devices and this Code.

b) Warning Signs, Protective Devices, and Flaggers. The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights-of-way.

c) Interference with Traffic. All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

d) Notice When Access is Blocked. At least forty-eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to Section 99.30.20 of this Chapter, the utility shall provide such notice as is practicable under the circumstances.

e) Compliance. The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the City.

**99.30.15 Location of Facilities.**

a) General Requirements. In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.

- 1) No Interference with City Facilities. No utility facilities shall be placed in any location if the City Public Works Director determines that the proposed location will require the relocation or displacement of any of the City's utility facilities or will otherwise interfere with the operation or maintenance of any of the City's utility facilities.
- 2) Minimum Interference and Impact. The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way.
- 3) No Interference with Travel. No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.
- 4) No Limitations on Visibility. No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.
- 5) Size of Utility Facilities. The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

b) Parallel Facilities Located Within Highways.

- 1) Overhead Parallel Facilities. An overhead parallel facility may be located within the right-of-way lines of a highway only if:
  - i) Lines are located as near as practicable to the right-of-way

line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;

- ii) Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (0.6 m) behind the face of the curb, where available;
  - iii) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;
  - iv) No pole is located in the ditch line of a highway; and
  - v) Any ground-mounted appurtenance is located within one foot (0.3 m) of the right-of-way line or as near as possible to the right-of-way line.
- 2) **Underground Parallel Facilities.** An underground parallel facility may be located within the right-of-way lines of a highway only if:
- i) The facility is located as near the right-of-way line as practicable and not more than eight (8) feet (2.4 m) from and parallel to the right-of-way line;
  - ii) A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and
  - iii) In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as practicable and not more than five (5) feet (1.5 m) from the right-of-way line and any above-grounded appurtenance shall be located within one foot (0.3 m) of the right-of-way line or as near as practicable.

c) **Facilities Crossing Highways.**

- 1) **No Future Disruption.** The construction and design of crossing facilities installed between the ditch lines or curb lines of City highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.
- 2) **Cattle Passes, Culverts, or Drainage Facilities.** Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.
- 3) **90 Degree Crossing Required.** Crossing facilities shall cross at or as near to a ninety (90) degree angle to the centerline as practicable.

- 4) Overhead Power or Communication Facility. An overhead power or communication facility may cross a highway only if:
  - i) It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (83 Ill. Adm. Code 305);
  - ii) Poles are located within one foot (0.3 m) of the right-of-way line of the highway and outside of the clear zone; and
  - iii) Overhead crossings at major intersections are avoided.
- 5) Underground Power or Communication Facility. An underground power or communication facility may cross a highway only if:
  - i) The design materials and construction methods will provide maximum maintenance-free service life; and
  - ii) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.
- 6) Markers. The City may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current Federal regulations. (49 C.F.R. §192.707 (1989)).

d) Facilities to be Located Within Particular Rights-of-Way. The City may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

e) Freestanding Facilities.

- 1) The City may restrict the location and size of any freestanding facility located within a right-of-way.
- 2) The City may require any freestanding facility located within a right-of-way to be screened from view.

f) Facilities Installed Above Ground. Above ground facilities may be installed only if:

- 1) No other existing facilities in the area are located underground;
- 2) New underground installation is not technically feasible; and
- 3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility

poles and light standards shall be used wherever practicable; the installation of additional utility poles is strongly discouraged.

g) Facility Attachments to Bridges or Roadway Structures.

- 1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.
- 2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:
  - i) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;
  - ii) The type, length, value, and relative importance of the highway structure in the transportation system;
  - iii) The alternative routings available to the utility and their comparative practicability;
  - iv) The proposed method of attachment;
  - v) The ability of the structure to bear the increased load of the proposed facility;
  - vi) The degree of interference with bridge maintenance and painting;
  - vii) The effect on the visual quality of the structure; and
  - viii) The public benefit expected from the utility service as compared to the risk involved.

h) Appearance Standards.

- 1) The City may prohibit the installation of facilities in particular locations in order to preserve visual quality.
- 2) A facility may be constructed only if its construction does not

require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.

**99.30.16 Construction Methods and Materials.**

a) Standards and Requirements for Particular Types of Construction Methods.

- 1) Boring or Jacking.
  - i) Pits and Shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the Director of Public Works from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.
  - ii) Wet Boring or Jetting. Wet boring or jetting shall not be permitted under the roadway.
  - iii) Borings with Diameters Greater Than 6 Inches. Borings over six inches (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (25 mm).
  - iv) Borings with Diameters 6 Inches or Less. Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.
  - v) Tree Preservation. Any facility located within the drip line of any tree designated by the City to be preserved or protected shall be bored under or around the root system.
- 2) Trenching. Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with the applicable portions of Section 603 of IDOT's "Standard Specifications for Road and Bridge Construction."
  - i) Length. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is

obtained from the Public Works Director.

- ii) Open Trench and Excavated Material. Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.
  - iii) Drip Line of Trees. The utility shall not trench within the drip line of any tree designated by the City to be preserved.
- 3) Backfilling.
- i) Any pit, trench, or excavation within two feet of a paved roadway shall be backfilled with controlled low strength material in accordance with § 99.06 of the City of Mattoon Code of Ordinances.
  - ii) Any pit, trench, or excavation more than two feet beyond a paved roadway created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction." When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.
  - iii) For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the Public Works Director, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the Public Works Director.
- 4) Pavement Cuts. Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this paragraph 4) is permitted under Section 99.30.21, the following requirements shall apply:
- i) Any excavation under pavements shall be backfilled with controlled low strength material in accordance with § 99.06 of the City of Mattoon Code of Ordinances.

- ii) Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with compacted aggregate (CA06) shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the City.
  - iii) All saw cuts shall be full depth.
  - iv) For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven (7) years, or resurfaced in the last three (3) years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a J.U.L.I.E. locate.
- 5) Encasement. The following rules on encasement shall only apply to highways with an average daily traffic count of 2,000 vehicles per day, as determined by the most recent published count from Illinois Department of Transportation.
- i) Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the City.
  - ii) The venting, if any, of any encasement shall extend within one foot (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.
  - iii) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or City approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the City.
  - iv) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.
  - v) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: (1) extra heavy pipe is used that precludes future maintenance or repair and (2) cathodic protection of the pipe is provided;
  - vi) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.
- 6) Minimum Cover of Underground Facilities. Cover shall be

provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

TYPE OF FACILITY	MINIMUM COVER
Electric Lines	30 Inches (0.8 m)
Communication, Cable or Video Service Lines	18 to 24 Inches (0.6 m, as determined by City)
Gas or Petroleum Products	30 Inches (0.8 m)
Water Line	Sufficient Cover to Provide Freeze Protection
Sanitary Sewer, Storm Sewer, or Drainage Line	Sufficient Cover to Provide Freeze Protection

b) Standards and Requirements for Particular Types of Facilities.

1) Electric Power or Communication Lines.

- i) Code Compliance. Electric power or communications facilities within City rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled “Rules for Construction of Electric Power and Communications Lines,” and the National Electrical Safety Code.
- ii) Overhead Facilities. Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.
- iii) Underground Facilities. (1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads. (2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: (a) the crossing is installed by the use of “moles,” “whip augers,” or other approved method which compress the earth to make the opening for cable installation or (b) the installation is by the open trench method which is only permitted prior to roadway construction. (3) Cable shall be grounded in accordance with the National Electrical Safety Code.
- iv) Burial of Drops. All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the City. Weather permitting, utilities shall bury all temporary drops, excluding

snowdrops, within ten (10) business days after placement.

- 2) Underground Facilities Other than Electric Power or Communication Lines. Underground facilities other than electric power or communication lines may be installed by:
  - i) the use of “moles,” “whip augers,” or other approved methods which compress the earth to move the opening for the pipe;
  - ii) jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;
  - iii) open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or
  - iv) tunneling with vented encasement, but only if installation is not possible by other means.
- 3) Gas Transmission, Distribution and Service. Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a City approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 – Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR §192), IDOT’s “Standard Specifications for Road and Bridge Construction,” and all other applicable laws, rules, and regulations.
- 4) Petroleum Products Pipelines. Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).
- 5) Waterlines, Sanitary Sewer Lines, Storm Water Sewer Lines or Drainage Lines. Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights-of-way shall meet or exceed the recommendations of the current “Standard Specifications for Water and Sewer Main Construction in Illinois.”
- 6) Ground Mounted Appurtenances. Ground mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the Public Works Director. With the approval of the Public Works Director, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings.

c) Materials.

- 1) General Standards. The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standards Specifications for Road and Bridge Construction," the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.
- 2) Material Storage on Right-of-Way. No material shall be stored on the right-of-way without the prior written approval of the City Public Works Director. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the City.
- 3) Hazardous Materials. The plans submitted by the utility to the City shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

d) Operational Restrictions.

- 1) Construction operations on rights-of-way may, at the discretion of the City, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.
- 2) These restrictions may be waived by the Public Works Director when emergency work is required to restore vital utility services.
- 3) Unless otherwise permitted by the City, the hours of construction are between 7 a.m. and 4 p.m. on weekdays.

e) Location of Existing Facilities. Any utility proposing to construct facilities in the City shall contact J.U.L.I.E. and ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The City will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the City or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*)

**99.30.17                      Vegetation Control.**

- a) Electric Utilities – Compliance with State Laws and Regulations. An

electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the City as permitted by law.

b) Other Utilities – Tree Trimming Permit Required. Tree trimming that is done by any other utility with facilities in the right-of-way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit in accordance with § 99.70 of the Mattoon Code of Ordinances

1) Application for Tree Trimming Permit. Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

2) Damage to Trees. Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The City will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The City may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

c) Specimen Trees or Trees of Special Significance. The City may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

d) Chemical Use.

1) Except as provided in the following paragraph, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the City for any purpose, including the control of growth, insects or disease.

2) Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the Public Works Director that such spraying is the only practicable method of vegetation control.

### **99.30. 18 Removal, Relocation, or Modifications of Utility Facilities.**

a) Notice. Within ninety (90) days following written notice from the City, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon,

the rights-of-way.

b) Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the City, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

- 1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;
- 2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;
- 3) If the facility was constructed or installed without prior issuance of a required permit in violation of this Chapter; or
- 4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

c) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any facilities located within the rights-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

d) Abandonment of Facilities. Upon abandonment of a facility within the rights-of-way of the City, the utility shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the utility to remove all or any portion of the facility if the City Public Works Director determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the City does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the City, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.

#### **99.30.19 Clean-up and Restoration.**

The utility shall remove all excess material and restore all turf and terrain and other property within ten (10) days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the City. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the Public Works Director. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this Section may be extended by the Public Works Director for good cause shown.

#### **99.30.20 Maintenance and Emergency Maintenance.**

- a) General. Facilities on, over, above, along, upon, under, across, or within

rights-of-way are to be maintained by or for the utility in a manner satisfactory to the City and at the utility's expense.

b) Emergency Maintenance Procedures. Emergencies may justify non-compliance with normal procedures for securing a permit:

- 1) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.
- 2) In an emergency, the utility shall, as soon as possible, notify the Public Works Director or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the City police shall be notified immediately.
- 3) In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

c) Emergency Repairs. The utility must file in writing with the City a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.

#### **99.30.21 Variances.**

a) Request for Variance. A utility requesting a variance from one or more of the provisions of this Chapter must do so in writing to the Public Works Director as a part of the permit application. The request shall identify each provision of this Chapter from which a variance is requested and the reasons why a variance should be granted.

b) Authority to Grant Variances. The Public Works Director shall decide whether a variance is authorized for each provision of this Chapter identified in the variance request on an individual basis.

c) Conditions for Granting of Variance. The City Public Works Director may authorize a variance only if the utility requesting the variance has demonstrated that:

- 1) One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and

- 2) All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

d) Additional Conditions for Granting of a Variance. As a condition for authorizing a variance, the Public Works Director may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Chapter but which carry out the purposes of this Chapter.

e) Right to Appeal. Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the Public Works Director under the provisions of this Chapter shall have the right to appeal to the City Council, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the City Clerk within 30 days after the date of such order, requirement, decision or determination. The City Council shall commence its consideration of the appeal at the Council's next regularly scheduled meeting occurring at least seven (7) days after the filing of the appeal. The City Council shall timely decide the appeal.

#### **99.30.22 Penalties.**

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this Chapter shall be subject to fine in accordance with the penalty provisions of this Code. There may be times when the City will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this Chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the City's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the City. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it.

#### **99.30.23 Enforcement.**

Nothing in this Chapter shall be construed as limiting any additional or further remedies that the City may have for enforcement of this Chapter.

#### **99.30.24 Severability.**

If any section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**Section 3. Effective Date.** This Ordinance shall take effect ten (10) days after its passage, approval and publication in pamphlet form.

Upon motion by Commissioner Rankin seconded by Commissioner Ervin, adopted this 7th day of September, 2010, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Hall

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

Approved this 7th day of September, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on September 8, 2010.

ATTESTED, Filed in my office,  
and published in pamphlet form  
this 8th day of September, 2010.

/s/ Susan J. O'Brien, Clerk of the City  
Of Mattoon, Coles County, Illinois

Acting Mayor Gover opened the floor for discussion. Administrator McLaughlin addressed the changes to the code in order to make utility companies accountable for costs associated with utility cuts, to standardize the facilities, and to require a permit to provide better dialogue between the City and utility entities. Director Wortman added the ordinance allows the City to control what is placed on the rights-of-way. Administrator McLaughlin described current utility boxes and sight triangles.

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

Acting Mayor Gover seconded by Commissioner Rankin moved to adopt Ordinance 2010-5310, amending Chapter 95 of the Municipal Code to update the nuisance code.

---

**CITY OF MATTOON, ILLINOIS**

**ORDINANCE NO. 2010-5310**

**AN ORDINANCE AMENDING CHAPTER 95 OF THE MUNICIPAL CODE  
REGARDING NUISANCE VIOLATIONS**

**WHEREAS**, 65 ILCS 5/11-60-2 enables the corporate authorities of each municipality to define, prevent and abate nuisances; and

**WHEREAS**, the City Council desires to sanction altered procedures that are intended to enable more expedient abatement of nuisance conditions.

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

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

**Section 2. Code Amendment.** Sections §95.01 and §95.03 of Chapter 95 of the Code of Ordinances of the City of Mattoon are hereby amended as follows:

**95.01 Public Nuisance Defined**

**(B)(11)** Any structure or building that is in a state of dilapidation, deterioration or decayed, whose renovation remains unfinished for more than 3 months, is of faulty construction, is open to intrusion, abandoned, damaged by fire to the extent as not to provide shelter, is extremely unsound, in danger of collapse or failure and endangers the health and safety of the public;

**95.03 Filing Complaints; Inspections; Notice to Abate; Failure to Abate; Abatement by City; Appeal**

**(D)** Such notice shall specifically describe the public nuisance and shall direct the owner or the occupant of the private property where the public nuisance exists or the person causing, permitting or maintaining such nuisance to abate or remove such nuisance within ten days of service or posting of the notice, except in regards to vegetation whereby abatement or removal shall be completed within three (3) days of service or posting of the notice. If such owner, occupant or person cannot be located after reasonable inquiry, posting shall be sufficient notice. The notice shall state that unless such nuisance is so abated or removed the city will cause it to be abated or removed, that the cost thereof will be charged to the owner, occupant or person causing, permitting or maintaining the nuisance and that such cost shall be a lien on the real property where the nuisance was abated or removed. Such notice shall also state that the failure of such owner, occupant or person to abate the nuisance as required by such notice shall be deemed an implied consent for the city to abate or remove such nuisance. Such implied consent shall be deemed to form a contract between such owner, occupant or person and the city. If the public nuisance does not constitute a great and immediate danger to the public health, safety or welfare, the Nuisance Enforcement Coordinator or the Coordinator's designee may serve the owner or occupant of such premises or the person in whose name such real estate was last billed for property tax purposes a notice to demand the abatement or removal of the violation within ten days. Service may be had by certified mail or personal service or by posting the notice on the property and mailing notice by first class mail.

**Section 3. Severability.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable.

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

Upon motion by Acting Mayor Gover, seconded by Commissioner Rankin, adopted this 7<sup>th</sup> day of September, 2010, by a roll call vote, as follows:

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

Approved this 7<sup>th</sup> day of September, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on September 8, 2010.

Acting Mayor Gover opened the floor for discussion. Administrator McLaughlin reviewed the changes to the nuisance code providing a stricter definition of a nuisance and a lesser amount of time to comply with mowing issues. Acting Mayor Gover stated common sense should be used when citing nuisances when weather issues occurred.

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

Acting Mayor Gover seconded by Commissioner Rankin moved to adopt Special Ordinance 2010-1397, authorizing the Acting Mayor to sign an outright grant agreement by and between the City of Mattoon and Lake Land College reimbursing up to \$13,635 annually from Broadway Avenue East TIF Revenues over a ten-year period for façade improvements to the building located at 301 Richmond Avenue East.

---

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2010-1397**

**AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN  
THE CITY OF MATTOON, ILLINOIS AND LAKE LAND COLLEGE IN  
CONNECTION WITH THE MATTOON BROADWAY EAST TIF  
REDEVELOPMENT PROJECT AREA**

**WHEREAS**, Lake Land College (the “**Grantee**”), has submitted a proposal to the City of Mattoon, Illinois (the “**Municipality**”) for redevelopment of a part of the Municipality’s Mattoon Broadway East 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 Acting Mayor Gover, seconded by Commissioner Rankin, adopted this 7th day of September, 2010, by a roll call vote, as follows:

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

Approved this 7<sup>th</sup> day of September, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality’s Records on September 8, 2010.

Acting Mayor Gover opened the floor for discussion. Administrator McLaughlin noted the pictures of the areas needing improvement and the caveat of no funds in the TIF with reimbursements once funds were available. Lake Land College Vice President Ray Rieck noted the taxes of the area with Lake Land President Scott Lensink extending the appreciation of Lake Land for the Council's consideration.

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

Acting Mayor Gover seconded by Commissioner Hall moved to adopt Special Ordinance 2010-1398, authorizing the Acting Mayor to sign an outright grant agreement by and between the City of Mattoon and Bernard deBuhr reimbursing up to \$32,821 from Midtown TIF Revenues for façade improvements including exterior structure improvements, window and door replacement to the building located at 2001-03 Western Avenue.

---

## **CITY OF MATTOON, ILLINOIS**

### **SPECIAL ORDINANCE NO. 2010-1398**

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

**WHEREAS**, Bernard deBuhr (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 Acting Mayor Gover, seconded by Commissioner Hall, adopted this 7th day of September, 2010, by a roll call vote, as follows:

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

Approved this 7<sup>th</sup> day of September, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on September 8, 2010.

Acting Mayor Gover opened the floor for discussion. Administrator McLaughlin described improvements with Coordinator Gill noting the façade to appear the same.

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

Commissioner Hall seconded by Commissioner Ervin moved to adopt Special Ordinance 2010-1399, approving of the contract between the City of Mattoon and Mattoon Firefighters Association Local 691, and authorizing the Acting Mayor to sign the document.

---

**CITY OF MATTOON, ILLINOIS**  
**SPECIAL ORDINANCE NO. 2010-1399**

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

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

**Section 1.** The Council hereby approves a one year contract renewal to the “Collective Bargaining Agreement” dated September 7, 2010 with the Mattoon Firefighters Association, Local 691, IAFF, AFL-CIO, a copy of which is attached and incorporated by reference.

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

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

Upon motion by Commissioner Hall, seconded by Commissioner Ervin, adopted this 7th day of September, 2010, by a roll call vote, as follows:

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

APPROVED this 7<sup>th</sup> day of September, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on September 8, 2010.

Acting Mayor Gover opened the floor for discussion. Administrator McLaughlin stated the contract was a continuation of the agreement for one year, but voiced concerns of sick time payouts, and noted the union's insistence for Council consideration.

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

Acting Mayor Gover seconded by Commissioner Ervin moved to adopt Resolution 2010-2816, approving an application for the Early Retiree Reinsurance Program (ERRP), and authorizing the Acting Mayor to sign the document.

**RESOLUTION AUTHORIZING AN APPLICATION FOR THE EARLY  
RETIREE REINSURANCE PROGRAM (ERRP) UNDER THE US  
DEPARTMENT OF HEALTH & HUMAN SERVICES**

**WHEREAS**, the Early Retiree Reinsurance Program (ERRP) was established by section 1102 of the Patient Protection & Affordable Care Act. The Congress appropriated \$5 billion in funding for the temporary program.

**WHEREAS**, the program provides reimbursement to participating employment-based plans for a portion of the cost of health benefits for early retirees and their spouses, surviving spouses and dependents. The U.S. Secretary will reimburse plans for certain claims between \$15,000 and \$90,000 (with those amounts being indexed for plan years starting on or after October 1, 2011). The purpose of the reimbursement is to make health benefits more affordable for plan participants and sponsors so that health benefits are accessible to more Americans than they would otherwise be without this program; and,

**WHEREAS**, the program provides needed financial help for employer-based plans to continue to provide valuable coverage to plan participants, and provides financial relief to plan participants; and,

**WHEREAS**, the City of Mattoon (“City”) currently offers its employees hired before May 1, 2007 an opportunity to participate in its health plan upon immediate retirement with the City subsidizing a portion of the total monthly cost of its retirees; and,

**WHEREAS**, the City has approximately 80 health insurance retirees who are considered “early retirees” within this program’s guidelines, and constitute a large portion of claims within the reimbursement categories; and,

**WHEREAS**, any reimbursement from this program would directly reduce the total monthly cost of the total health insurance cost, resulting in a reduction in participants’ premium contributions as well as the considerably subsidized City portion.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF MATTOON, ILLINOIS,**

**Section 1.** The recitals set forth above are incorporated herein as part of this Resolution.

**Section 2.** The City Clerk is authorized to file the Early Retiree Reinsurance Program (ERRP) application on behalf of the City of Mattoon, Illinois.

**Section 3.** The City Clerk is hereby authorized to furnish any additional information, assurances, certifications and amendments as maybe required in connection with this application.

**Section 4.** The funds applied for will be expended consistent with the recitals in the application.

**Section 5.** The City Clerk is authorized and directed to take such action as is necessary or appropriate to implement, administer and enforce said applications and all subsequent amendments thereto on behalf of the City of Mattoon, Illinois.

Upon motion by Acting Mayor Gover, seconded by Commissioner Ervin, adopted this 7<sup>th</sup> day of September, 2010, by a roll call vote, as follows:

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

Approved this 7th day of September, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on September 8, 2010.

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

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

Commissioner Hall seconded by Commissioner Ervin moved to approve Council Decision Request 2010-1134, approving the promotions of Doug Dodson, Sean Junge and Dennis Camfield to Shift Captains in the Fire Department effective September 1, 2010 as recommended by the Board of Fire & Police Commissioners.

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

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

Acting Mayor Gover seconded by Commissioner Hall moved to approve Council Decision Request 2010-1135, ratifying the appointment of Brian Titus with a term expiring August 17, 2013 to the newly-merged Planning Commission.

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

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

Acting Mayor Gover seconded by Commissioner Rankin moved to approve Council Decision Request 2010-1136, approving the waiver of the bidding process and authorizing the purchase of flooring in the amount not to exceed \$21,521.50 from Concrete Evolutions for the Police Department.

Acting Mayor Gover opened the floor for discussion. Administrator McLaughlin stated the flooring was to be paid from insurance funds due to the sewer backup, and noted Concrete Evolutions was the only company that performs this type of work with refinishing every five years. Chief Branson confirmed the company was the closest in proximity. Administrator McLaughlin had viewed the product and noted the references were checked. Chief Branson noted the replacement of the flooring depended upon the glue removal.

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

Commissioner Ervin announced an amendment to the bid specification where NET BID AMOUNT (Backhoe, service, and Hydra Hammer minus Trade) was to read NET BID AMOUNT (Backhoe and service minus Trade).

Commissioner Ervin seconded by Commissioner Rankin moved to approve Council Decision Request 2010-1137, approving and authorizing the Acting Mayor to sign the bid specifications for the backhoe, and authorizing the solicitation for competitive bidding.

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

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

Commissioner Rankin seconded by Commissioner Ervin moved to approve Council Decision Request 2010-1138, approving and authorizing the Acting Mayor to sign the plans and specifications, and authorizing the solicitation for competitive bidding of the new Salt building.

Acting Mayor Gover opened the floor for discussion. Commissioner Rankin questioned the size, purpose and material used in the building. Director Wortman described the construction materials and size of building to be used for salt storage. Council discussed the building.

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

Commissioner Hall seconded by Commissioner Ervin moved to approve Council Decision Request 2010-1139, approving a \$3,200 grant by the Tourism Advisory Committee from hotel/motel tax funds to Mattoon High School for hosting the Mattoon High School 2010 Boys Golf Invitational on September 10-11, 2010.

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

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

Commissioner Hall seconded by Commissioner Ervin moved to approve Council Decision Request 2010-1140, approving a \$1,500 grant by the Tourism Advisory Committee from hotel/motel tax funds to Mattoon High School for hosting the Mattoon High School 2010 Girls Holiday Basketball tournament on December 27-29, 2010.

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

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

Commissioner Hall seconded by Commissioner Rankin moved to approve Council Decision Request 2010-1141, approving a \$15,000 grant by the Tourism Advisory Committee from hotel/motel tax funds to American Legion for hosting the American Legion Baseball Great Lakes Regional Tournament on August 4-9, 2010.

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

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

Acting Mayor Gover seconded by Commissioner Hall moved to approve Council Decision Request 2010-1142, allowing Brian's Place to open its facilities to the public at 10 a.m. on October 10, 2010 for the purpose of hosting the APA 2010 Fall 9-ball and 8-ball shootout. Liquor shall not be sold until 12:00 noon and all other liquor ordinances of the City shall remain in full force and effect.

Acting Mayor Gover opened the floor for discussion. Acting Mayor Gover announced his discussion with Chief Branson involving a patrol officer to walkthrough the establishment for a compliance check.

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

Acting Mayor Gover seconded by Commissioner Ervin moved to approve Council Decision Request 2010-1143, approving a USDA grant for Library improvements, and authorizing the Mayor to sign the document.

Acting Mayor Gover opened the floor for discussion. Council questioned Director Franklin about the project with Director Franklin stating the Siemens' project would be funded by TIF dollars, explained the costs, and noted the renovations were include salvaging as much of the limestone steps as possible.

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

Acting Mayor Gover seconded by Commissioner Hall moved to approve Council

Decision Request 2010-1144, approving the request for proposals for broker of record to place property, casualty and workers compensation insurance and administer an insurance program.

Acting Mayor Gover opened the floor for discussion. Administrator McLaughlin stated the broker's contract was up for renewal and local companies wanted to bid.

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

## COMMUNICATIONS - COUNCIL AND CITY STAFF

### DEPARTMENT REPORTS:

CITY ADMINISTRATOR – noted Siemens was working on the lights and continued work on Progress Square Parking Lot and YMCA Parking Lot. Acting Mayor Gover opened the floor for questions with no responders.

ATTORNEY & TREASURER – noted continued work on the audit; preparation of TIF reports and the Public Financial Report; revisited e-pay for water payments on the website.

CITY CLERK – noted continued work on the ERRP application.

PUBLIC WORKS – noted the completed Moultrie County water line, Lake Paradise re-grading, reseeding, and annual sign inventory, which complied with federal regulations, accounting for sign and light replacements; provided an update on the energy efficiency project with exterior lighting and street lighting; and declared a successful triathlon at the lake. More detail was presented on alternative options for sign regulations.

COMMUNITY DEVELOPMENT – updated the Council on nuisances, title searches, and contact by contractor installing Amtrak signs for no cost to the City at the station. Commissioner Ervin inquired as to a possible violation for a fence at 15<sup>th</sup> and Champaign. Coordinator Gill described a possibility to the citizen's inquiry at 1421 Wabash which was allowed by ordinance.

FIRE – noted the TRT and OBGYN training; RR Donnelley's tour; public service details at the air show; fire extinguisher demos at Lake Land College, continued flow testing, attendance at the emergency operations center in Springfield, and collection of \$1,900 for MDA by firefighters.

POLICE – noted Saturday eligibility testing, an additional officer to attend CSI training, final totals for vehicle sales and weapons at \$13,252.42 profit, and attendance at the emergency STIC (Statewide Tourism Intelligence Center) tour.

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

## COMMENTS BY THE COUNCIL

Commissioner Ervin, Commissioner Hall, Commissioner Rankin, and Acting Mayor Gover had no comments at this time.

Acting Mayor Gover seconded by Commissioner Ervin moved to recess to closed session at 7:39 p.m. 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)); litigation affecting or on behalf of the City of Mattoon (5 ILCS 120/2(c)(11)); and collective negotiating matters between the public body and its employees or their representatives (5 ILCS 120(2)(c)(2)).

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

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

Acting Mayor Gover announced there would be one motion after closed session.

Council reconvened at 9:20 p.m.

Commissioner Hall seconded by Commissioner Rankin moved to adjourned 9:21 p.m.

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

/s/ Susan J. O'Brien  
City Clerk

## **September 13, 2010 (Special)**

The City Council of the City of Mattoon held a special meeting in the City Hall Council Chambers on September 13, 2010.

Acting Mayor Gover led the Pledge of Allegiance.

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

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

Also physically present were City personnel: City Administrator Sue McLaughlin, Attorney & Treasurer J. Preston Owen, Public Works Director David Wortman, and City Clerk Susan O'Brien.

Acting Mayor Gover opened the floor to the public who desired to address the Council, requesting those addressing the Council to stand, state their names for the record, and limit their comments avoiding repetitious statements.

Mr. Jerry Groniger expressed his dissatisfaction with the Council's proposed action and City Administrator, and requested the Council to thoroughly consider the proposed action before voting.

Mr. Harold Gambill expressed his accounts as former city commissioner, provided attributes of Director Wortman, and requested the resolving of differences.

Mr. David Schilling expressed his accounts as former city commissioner, provided more attributes of Director Wortman, and thanked Director Wortman for his service.

Mr. Bill Hollada noted his attendance of council meetings and savings by having an engineer on staff, and gave accolades to the public works department.

Acting Mayor Gover requested any additional comments from the public with no responders.

Acting Mayor Gover seconded by Commissioner Rankin moved to sustain the termination of David Wortman from the position of Public Works Director as recommended by the City Administrator.

Acting Mayor Gover opened the floor for discussion. Commissioner Hall provided a general comment of retaining quality personnel. Commissioner Rankin thanked Director Wortman for his service and noted the difficult decision.

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

Acting Mayor Gover seconded by Commissioner Ervin moved to make a severance payment to David Wortman in an amount equal to three months salary (\$20,540.52) as recommended by the City Administrator.

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

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

Acting Mayor Gover seconded by Commissioner Rankin moved to adjourn at 6:44 p.m

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

/s/ Susan J. O'Brien  
City Clerk

# **DEPARTMENT REPORTS:**

**BEGIN ON NEXT PAGE**

## **BILLS & PAYROLL:**

BEGIN ON NEXT PAGE

CITY OF MATTOON  
 9-17-10 PAYROLL  
 8-28-10/9-10-10

	G/L ACCOUNT	ACCOUNT NAME	AMOUNT
CITY COUNCIL	110 5110-111	SALARIES OF REG EMPLOYEEES	\$ 1,199.99
CITY CLERK	110 5120-111	SALARIES OF REG EMPLOYEEES	\$ 5,066.38
	110 5120-113	OVERTIME	\$ 28.98
	110 5120-114	COMPENSATED ABSENCES	\$ 247.07
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEEES	\$ 3,090.76
	110 5130-114	COMPENSATED ABSENCES	\$ 738.08
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEEES	\$ 1,186.49
	110 5150-114	COMPENSATED ABSENCES	\$ 33.23
LEGAL SERVICES	110 5160-111	SALARIES OF REG EMPLOYEEES	\$ 1,268.31
	110 5160-114	COMPENSATED ABSENCES	\$ 66.75
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEEES	\$ 3,953.90
PLANNING & ZONING	110 5180-111	SALARIES OF REG EMPLOYEEES	\$ 969.02
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEEES	\$ 8,392.74
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEEES	\$ 8,400.91
	110 5212-113	OVERTIME	\$ 404.91
PATROL	110 5213-111	SALARIES OF REG EMPLOYEEES	\$ 60,714.04
	110 5213-113	OVERTIME	\$ 658.28
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEEES	\$ 2,215.84
POLICE RECORDS	110 5216-111	SALARIES OF REG EMPLOYEEES	\$ 2,391.31
TRAFFIC CONTROL	110 5220-111	SALARIES OF REG EMPLOYEEES	\$ 650.00
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEEES	\$ 2,053.47
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEEES	\$ 58,393.71
	110 5241-113	OVERTIME	\$ 6,525.14
	110 5241-114	COMPENSATED ABSENCES	\$ 15,452.59
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEEES	\$ 3,245.07
	110 5261-113	OVERTIME	\$ 28.99
	110 5261-114	COMPENSATED ABSENCES	\$ 68.77
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEEES	\$ 3,990.50
	110 5310-114	COMPENSATED ABSENCES	\$ 129.44
STREETS	110 5320-111	SALARIES OF REG EMPLOYEEES	\$ 13,363.23
	110 5320-113	OVERTIME	\$ 746.44
	110 5320-114	COMPENSATED ABSENCES	\$ 3,153.03
YARD WASTE COLLECTION	110 5335-112	SALARIES OF TEMP EMPLOYEEES	\$ 132.00
CONSTRUCTION INSPECTION	110 5370-111	SALARIES OF REG EMPLOYEEES	\$ 2,135.59
	110 5370-113	OVERTIME	\$ 840.90
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEEES	\$ 2,473.70
	110 5381-114	COMPENSATED ABSENCES	\$ 274.86
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEEES	\$ 1,170.52
	110 5390-113	OVERTIME	\$ 18.53
	110 5390-114	COMPENSATED ABSENCES	\$ 395.33
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEEES	\$ 7,407.46
	110 5511-113	OVERTIME	\$ 131.22
LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEEES	\$ 1,934.86
	110 5512-112	SALARIES OF TEMP EMPLOYEEES	\$ 1,700.00
	110 5512-113	OVERTIME	\$ 590.49
	110 5512-114	COMPENSATED ABSENCES	\$ 87.48

CITY OF MATTOON

9-17-10 PAYROLL

8-28-10/9-10-10

CEMETERY	110 5570-111	SALARIES OF REG EMPLOYEES	\$ 2,781.15
	110 5570-112	SALARIES OF TEMP EMPLOYEES	\$ 782.00
		*** FUND 110 TOTALS ***	\$ 231,683.46
HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	\$ 1,583.32
	122 5653-114	COMPENSATED ABSENCES	\$ 83.33
		*** FUND 122 TOTALS ***	\$ 1,666.65
RESERVOIRS & WATER SOURCES	211 5351-111	SALARIES OF REG EMPLOYEES	\$ 184.71
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	\$ 9,322.00
	211 5353-114	COMPENSATED ABSENCES	\$ 1,442.69
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	\$ 3,623.69
	211 5354-113	OVERTIME	\$ 363.59
	211 5354-114	COMPENSATED ABSENCES	\$ 1,763.47
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	\$ 4,469.79
	211 5355-112	SALARIES OF TEMP EMPLOYEES	\$ 238.00
	211 5355-114	COMPENSATED ABSENCES	\$ 291.89
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	\$ 3,648.25
	211 5356-114	COMPENSATED ABSENCES	\$ 45.02
		*** FUND 211 TOTALS ***	\$ 25,393.10
SANITARY SWR MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	\$ 10,378.52
	212 5342-113	OVERTIME	\$ 267.39
	212 5342-114	COMPENSATED ABSENCES	\$ 1,356.20
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	\$ 12,255.72
	212 5344-114	COMPENSATED ABSENCES	\$ 456.20
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	\$ 4,469.81
	212 5345-112	SALARIES OF TEMP EMPLOYEES	\$ 238.00
	212 5345-114	COMPENSATED ABSENCES	\$ 291.90
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	\$ 3,648.25
	212 5346-114	COMPENSATED ABSENCES	\$ 45.02
		*** FUND 212 TOTALS ***	\$ 33,407.01
		*** GRAND TOTALS ***	\$ 292,150.22

CITY OF MATTOON  
 9-17-10 PAYROLL  
 8-28-10/9-10-10

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

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REGULAR PAY	32	1630.50	\$ 32,411.25
OVERTIME PAY	27	326.75	\$ 10,430.93
HOLIDAY PAY-REGULAR	52	306.70	\$ 6,920.10
SALARY PAY	121	9617.37	\$ 221,564.47
VACATION PAY	12	528.00	\$ 11,665.58
SICK PAY-AFSCME	7	44.50	\$ 1,005.55
SICK-NON UNION	2	16.00	\$ 394.46
VACATION PAY	22	175.50	\$ 4,435.17
PEHP	33	33.00	\$ 412.50
SICK-FD UNION	3	60.50	\$ 1,315.84
COMP EARNED	2	9.00	\$ -
SHIFT PAY	4	256.00	\$ 153.60
SHIFT PAY	3	160.00	\$ 112.00
HOLIDAY PAY-OT	3	24.00	\$ 685.65
COMP PAID	3	14.00	\$ 313.10
STRAIGHT OT POLICE	2	7.00	\$ 191.56
VEHICLE EXP	1	1.00	\$ 138.46

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 110 CITY COUNCIL

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000871	RANDY ERVIN	I-201009144460	110 5110-533	CELLULAR PHON:	SEPT CELL PHONE	104129	50.00
					VENDOR 01-000871 TOTALS		50.00
01-002244	CHRIS RANKIN	I-201009144458	110 5110-533	CELLULAR PHON:	SEPT CELL PHONE	104183	50.00
					VENDOR 01-002244 TOTALS		50.00
DEPARTMENT 110 CITY COUNCIL						TOTAL:	100.00
01-000051	AMERICAN LEGAL PUBLISH	I-77271	110 5120-519	OTHER PROFESS:	INTERNET RENEWAL	104094	262.50
					VENDOR 01-000051 TOTALS		262.50
01-002311	JOURNAL GAZETTE	I-201009144438	110 5120-340	BOOKS & PERIO:	52 WEEK SUBSCRIPTION	104147	179.40
					VENDOR 01-002311 TOTALS		179.40
01-014800	EMPLOYEE DATA FORMS IN	I-11-50368	110 5120-311	OFFICE SUPPLI:	EMPLOYEE DATA CALEND	104128	35.75
					VENDOR 01-014800 TOTALS		35.75
01-024060	IL DEPT OF NATURAL RES	I-201009144474	110 5120-802	HUNTING/FISHI:	8-31/9-7 CITY CLERK	000000	7.00
					VENDOR 01-024060 TOTALS		7.00
01-033200	MATTOON PRINTING CENTE	I-201009164506	110 5120-311	OFFICE SUPPLI:	MAILING LABELS	104163	126.33
					VENDOR 01-033200 TOTALS		126.33
01-049003	XEROX CORPORATION	I-050001627	110 5120-814	PRINT/COPY MA:	COPIER GBP-245099	104199	378.00
					VENDOR 01-049003 TOTALS		378.00
DEPARTMENT 120 CITY CLERK						TOTAL:	988.98

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 160 LEGAL SERVICES

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-037951	J. PRESTON OWEN	I-201009144459	110 5160-565	CELLULAR TELE: SEPT CELL PHONE		104179	100.00
				VENDOR 01-037951	TOTALS		100.00
01-047000	WEST PAYMENT CENTER	I-821236072	110 5160-340	BOOKS & PERIO: ON LINE RESEARCH 8/1		104198	512.58
				VENDOR 01-047000	TOTALS		512.58
				DEPARTMENT 160	LEGAL SERVICES	TOTAL:	612.58
01-023800	CONSOLIDATED COMMUNICA	I-201009144450	110 5170-854	WIDE AREA NET: 101-0937		104117	88.08
01-023800	CONSOLIDATED COMMUNICA	I-201009154494	110 5170-854	WIDE AREA NET: 101-5520		104117	88.08
				VENDOR 01-023800	TOTALS		176.16
				DEPARTMENT 170	COMPUTER INFO SYSTEMS	TOTAL:	176.16
01-002399	SUE MCLAUGHLIN	I-201009174523	110 5190-579	MISC OTHER PU: FLIGHT 10/15/10		104164	299.40
				VENDOR 01-002399	TOTALS		299.40
				DEPARTMENT 190	COUNCIL CONTINGENCY	TOTAL:	299.40
01-002958	BATTERY SPECIALISTS, I	I-90176	110 5211-319	MISCELLANEOUS: LITE BOX BULBS		104099	9.00
				VENDOR 01-002958	TOTALS		9.00
01-015410	EZ PARCEL & BUSINESS S	I-68816	110 5211-531	POSTAGE : SHIPPING		104130	12.40
				VENDOR 01-015410	TOTALS		12.40
01-049003	XEROX CORPORATION	I-050001613	110 5211-814	PRINT/COPY MA: COPIER LBP-255479		104199	48.16
01-049003	XEROX CORPORATION	I-050001614	110 5211-814	PRINT/COPY MA: COPIER LBP-255481		104199	49.44
01-049003	XEROX CORPORATION	I-050001615	110 5211-814	PRINT/COPY MA: COPIER LBP-255476		104199	49.27
01-049003	XEROX CORPORATION	I-050001616	110 5211-814	PRINT/COPY MA: COPIER GBP-234813		104199	346.41
01-049003	XEROX CORPORATION	I-050001646	110 5211-579	MISC OTHER PU: COPIER YHT-189182		104199	16.20
				VENDOR 01-049003	TOTALS		509.48
				DEPARTMENT 211	POLICE ADMINISTRATION	TOTAL:	530.88

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 212 CRIMINAL INVESTIGATION

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000610	LEXISNEXIS RISK & INFO	I-1299801-20100831	110 5212-579	MISC OTHER PU:	AUGUST SEARCHES	104153	50.00
VENDOR 01-000610 TOTALS							50.00
01-002337	SAFARILAND, LLC	I-I10-067894	110 5212-319	MISCELLANEOUS:	RIFLE BOXES,EVIDENCE	104186	314.77
01-002337	SAFARILAND, LLC	I-I10-070191	110 5212-319	MISCELLANEOUS:	GEL LIFTER	104186	23.92
VENDOR 01-002337 TOTALS							338.69
01-037800	RAY O'HERRON CO	I-1019805-IN	110 5212-319	MISCELLANEOUS:	RAY O'HERRON CO	104184	24.24
VENDOR 01-037800 TOTALS							24.24
DEPARTMENT 212 CRIMINAL INVESTIGATION TOTAL:							412.93
01-037800	RAY O'HERRON CO	I-1018658-IN	110 5213-319	MISCELLANEOUS:	RAY O'HERRON CO	104184	46.13
VENDOR 01-037800 TOTALS							46.13
DEPARTMENT 213 PATROL TOTAL:							46.13
01-004400	BURGER KING	I-201009154500	110 5217-330	FOOD	: 8/10 PRISONER MEALS	104102	12.76
VENDOR 01-004400 TOTALS							12.76
DEPARTMENT 217 CUSTODY OF PRISONERS TOTAL:							12.76
01-000777	ERIN SPURGEON	I-201009154503	110 5221-562	TRAVEL & TRAI:	MEALS 10-3/7	104190	147.50
VENDOR 01-000777 TOTALS							147.50
01-028498	BRIAN JOHANPETER	I-201009154502	110 5221-562	TRAVEL & TRAI:	MEALS 10/3-7	104146	147.50
VENDOR 01-028498 TOTALS							147.50
01-037800	RAY O'HERRON CO	I-1017586-IN	110 5221-316	TOOLS & EQUIP:	RAY O'HERRON CO	104184	900.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 221 POLICE TRAINING

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-037800	RAY O'HERRON CO	I-1019421-IN	110 5221-316	TOOLS & EQUIP: RAY O'HERRON CO		104184	400.00
						VENDOR 01-037800 TOTALS	1,300.00
						DEPARTMENT 221 POLICE TRAINING TOTAL:	1,595.00
01-000143	COLES CO 911	I-07-01-02	110 5222-532	TELEPHONE	: POINT TO POINT WAN	104112	3,611.86
						VENDOR 01-000143 TOTALS	3,611.86
01-009057	COMM REVOLVING FUND	I-T1103650	110 5222-537	I-WIN ACCESS	: COMM SVCS 7/10	104115	573.24
						VENDOR 01-009057 TOTALS	573.24
						DEPARTMENT 222 COMMUNICATION SERVICES TOTAL:	4,185.10
01-001401	JEREMY CLARK	I-201009144479	110 5223-326	FUEL	: FUEL 9/2/10	104110	20.00
						VENDOR 01-001401 TOTALS	20.00
01-009075	CUSD #2 TRANSPORTATION	I-201009144467	110 5223-326	FUEL	: FUEL POLICE 8-1/31	104119	5,589.74
						VENDOR 01-009075 TOTALS	5,589.74
01-014228	EAST CENTRAL IL TASK F	I-201009154501	110 5223-319	MISCELLANEOUS: RENEW STICKER		104126	99.00
						VENDOR 01-014228 TOTALS	99.00
01-018950	THE GLASS CUTTERS	I-014260	110 5223-434	REPAIR OF VEH: WINDSHIELD		104192	285.90
						VENDOR 01-018950 TOTALS	285.90
01-034603	MEARS AUTOMOTIVE	I-6765	110 5223-434	REPAIR OF VEH: FRONT HUB ASSEMBLY		104165	271.91
						VENDOR 01-034603 TOTALS	271.91

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: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038375	DAN PILSON AUTO CENTER	I-80820	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	104120	24.82
						VENDOR 01-038375 TOTALS	24.82
						DEPARTMENT 223 AUTOMOTIVE SERVICES TOTAL:	6,291.37
01-001070	AMERENCIPS	I-201009034362	110 5224-321	NATURAL GAS &:	1321 RICHMOND	103858	50.22
01-001070	AMERENCIPS	I-201009104403	110 5224-321	NATURAL GAS &:	1700 WABASH	104048	2,388.16
						VENDOR 01-001070 TOTALS	2,438.38
01-001408	INDUSTRIAL MECHANICAL	I-4848	110 5224-432	REPAIR OF BUI:	SERVICE 9/10	104144	90.00
						VENDOR 01-001408 TOTALS	90.00
01-002499	RODNEY G NEFF	I-105416	110 5224-432	REPAIR OF BUI:	AUGER SINK DRAIN	104174	165.00
						VENDOR 01-002499 TOTALS	165.00
01-020975	HEART TECHNOLOGIES INC	I-1062071	110 5224-439	OTHER REPAIR :	CABLING FOR IT OFFIC	103863	1,291.88
						VENDOR 01-020975 TOTALS	1,291.88
01-035600	KONE INC	I-220453220	110 5224-435	ELEVATOR SERV:	ELEV MNTCE 9/10	104151	610.46
						VENDOR 01-035600 TOTALS	610.46
						DEPARTMENT 224 POLICE BUILDINGS TOTAL:	4,595.72
01-000411	ILLINI CONTRACOTRS SUP	I-122508	110 5241-433	REPAIR OF MAC:	CONTACTOR ASSEMBLY	104141	59.80
						VENDOR 01-000411 TOTALS	59.80
01-001070	AMERENCIPS	I-201009034356	110 5241-321	NATURAL GAS &:	2700 MARSHALL	103857	69.86
01-001070	AMERENCIPS	I-201009104382	110 5241-321	NATURAL GAS &:	2700 MARSHALL STA 3	104046	12.49
						VENDOR 01-001070 TOTALS	82.35

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002311	JOURNAL GAZETTE	I-201009144452	110 5241-340	BOOKS & PERIO:	52 WEEK SUBSCRIPTION	104147	179.40
01-002311	JOURNAL GAZETTE	I-201009144453	110 5241-340	BOOKS & PERIO:	52 WEEK SUBSCRIPTION	104147	179.40
				VENDOR 01-002311	TOTALS		358.80
01-002958	BATTERY SPECIALISTS, I	I-90084	110 5241-434	REPAIR OF VEH:	BATTERY SPECIALISTS,	104099	59.95
				VENDOR 01-002958	TOTALS		59.95
01-003470	BREATHING AIR SYSTEMS	I-1012916-IN	110 5241-433	REPAIR OF MAC:	REPAIR KIT, SERVICE	104101	364.05
				VENDOR 01-003470	TOTALS		364.05
01-009075	CUSD #2 TRANSPORTATION	I-201009144454	110 5241-326	FUEL	: FUEL FIRE DEPT 8-1/3	104119	1,335.44
				VENDOR 01-009075	TOTALS		1,335.44
01-009093	CONNOR CO	I-S4510062.001	110 5241-432	REPAIR OF BUI:	CONNOR CO	104116	100.45
				VENDOR 01-009093	TOTALS		100.45
01-012970	DON BAKER'S PEST CONTR	I-172699	110 5241-579	MISC OTHER PU:	STA 3 PEST CONTROL	104123	40.00
				VENDOR 01-012970	TOTALS		40.00
01-018042	GALLS, AN ARAMARK COMP	I-510786971	110 5241-315	UNIFORMS & CL:	NAMEPLATES	104135	31.91
				VENDOR 01-018042	TOTALS		31.91
01-023800	CONSOLIDATED COMMUNICA	I-201009144451	110 5241-532	TELEPHONE	: 101-0987	104117	88.08
01-023800	CONSOLIDATED COMMUNICA	I-201009144469	110 5241-532	TELEPHONE	: 234-2448	104117	37.76
				VENDOR 01-023800	TOTALS		125.84
01-025600	ILMO PRODUCTS COMPANY	I-201009144470	110 5241-313	MEDICAL & SAF:	OXYGEN,CYLINDER RENT	104142	91.16
				VENDOR 01-025600	TOTALS		91.16

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033800	MATTOON WATER DEPT	I-201008254237	110 5241-410	UTILITY SERVI:	2700 MARSHALL	000000	62.18
01-033800	MATTOON WATER DEPT	I-201008254249	110 5241-410	UTILITY SERVI:	HWY 16 STA 2	000000	29.58
01-033800	MATTOON WATER DEPT	I-201009014295	110 5241-410	UTILITY SERVI:	1801 PRAIRIE	000000	21.98
						VENDOR 01-033800 TOTALS	113.74
01-036080	MUNICIPAL EMERGENCY SE	I-00185163SNV	110 5241-433	REPAIR OF MAC:	FLOW TEST	104171	1,582.10
						VENDOR 01-036080 TOTALS	1,582.10
01-037010	TONY NICHOLS	I-201009144465	110 5241-533	CELLULAR PHON:	SEPT CELL PHONE	104175	100.00
						VENDOR 01-037010 TOTALS	100.00
01-039423	QUARTERMASTER INC	I-P659361200014	110 5241-315	UNIFORMS & CL:	TROUSERS	104182	55.97
						VENDOR 01-039423 TOTALS	55.97
01-043371	SPRINGFIELD ELECTRIC	I-S2993056.001	110 5241-433	REPAIR OF MAC:	CONTACTOR, OVERLOAD R	104189	87.58
						VENDOR 01-043371 TOTALS	87.58
01-049003	XEROX CORPORATION	I-050001579	110 5241-814	PRINT/COPY MA:	COPIER YHT-189240	104199	16.20
						VENDOR 01-049003 TOTALS	16.20
						DEPARTMENT 241 FIRE PROTECTION ADMIN. TOTAL:	4,605.34
01-005640	CDW GOVERNMENT	I-TSL0877	110 5243-319	MISCELLANEOUS:	CDW GOVERNMENT	104108	853.79
						VENDOR 01-005640 TOTALS	853.79
						DEPARTMENT 243 FIRE PREVENTION TOTAL:	853.79
01-001381	MATT FREDERICK	I-201009144466	110 5261-533	CELLULAR PHON:	SEPT CELL PHONE	104132	43.29
						VENDOR 01-001381 TOTALS	43.29

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 261 CODE ENFORCEMENT ADMIN

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002518	FRED HONAKER	I-201009104404	110 5261-577	DEMOLITION SE:	DEMO 2413 DEWITT	104061	4,000.00
					VENDOR 01-002518 TOTALS		4,000.00
01-010118	CRITES TITLE COMPANY	I-101374	110 5261-577	DEMOLITION SE:	SEARCH & EXAM	104118	140.00
					VENDOR 01-010118 TOTALS		140.00
01-018700	KYLE GILL	I-201009144463	110 5261-533	CELLULAR PHON:	SEPT CELL PHONE	104137	50.00
					VENDOR 01-018700 TOTALS		50.00
01-023800	CONSOLIDATED COMMUNICA	I-201009144487	110 5261-532	TELEPHONE	: 234-7367	104117	239.63
					VENDOR 01-023800 TOTALS		239.63
01-028820	JONES CONSTRUCTION CO	I-201009034352	110 5261-577	DEMOLITION SE:	DIESEL FUEL	103864	150.00
					VENDOR 01-028820 TOTALS		150.00
				DEPARTMENT 261	CODE ENFORCEMENT ADMIN	TOTAL:	4,622.92
01-007885	COLES CO ANIMAL AND	I-201009164504	110 5280-512	ANIMAL CONTRO:	3RD QTR PEST CONTROL	104113	6,859.13
					VENDOR 01-007885 TOTALS		6,859.13
				DEPARTMENT 280	ANIMAL CONTROL	TOTAL:	6,859.13
01-001293	BRAD STROHL	I-201009164507	110 5310-564	PRIVATE VEHIC:	MILEAGE 8-4/25	104191	4.80
					VENDOR 01-001293 TOTALS		4.80
01-049003	XEROX CORPORATION	I-050001623	110 5310-311	OFFICE SUPPLI:	COPIER GBP-243598	104199	295.87
					VENDOR 01-049003 TOTALS		295.87
				DEPARTMENT 310	PUBLIC WORKS ADMIN	TOTAL:	300.67

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000550	ALEXANDERS	AUTO PARTS	I-201009144437	110 5320-316	TOOLS AND EQU: TUBE,COUPLER,OIL FIL	104093	8.77
01-000550	ALEXANDERS	AUTO PARTS	I-201009144437	110 5320-319	MISCELLANEOUS: TUBE,COUPLER,OIL FIL	104093	41.63
01-000550	ALEXANDERS	AUTO PARTS	I-201009144437	110 5320-318	VEHICLE PARTS: TUBE,COUPLER,OIL FIL	104093	84.80
						VENDOR 01-000550 TOTALS	135.20
01-001070	AMERENCIPS		I-201009104380	110 5320-321	NATURAL GAS &: 212 N 12TH	104046	70.77
01-001070	AMERENCIPS		I-201009104395	110 5320-321	NATURAL GAS &: 212 N 12TH	104047	30.83
01-001070	AMERENCIPS		I-201009104396	110 5320-321	NATURAL GAS &: 221 N 12TH	104047	79.33
						VENDOR 01-001070 TOTALS	180.93
01-001213	DIESEL SPEED REPAIR		I-8849	110 5320-434	REPAIR OF VEH: REPLACE BEARINGS	104122	70.03
						VENDOR 01-001213 TOTALS	70.03
01-002296	INTERSTATE		I-031139	110 5320-319	MISCELLANEOUS: BATTERIES	104145	42.84
						VENDOR 01-002296 TOTALS	42.84
01-002414	CCI REDIMIX		I-267505	110 5320-359	OTHER STREET : CCI REDIMIX	104106	261.00
01-002414	CCI REDIMIX		I-267506	110 5320-359	OTHER STREET : CCI REDIMIX	104106	117.00
						VENDOR 01-002414 TOTALS	378.00
01-002958	BATTERY SPECIALISTS, I		I-89456	110 5320-318	VEHICLE PARTS: STARTER	104099	160.33
						VENDOR 01-002958 TOTALS	160.33
01-003095	CARQUEST OF MATTOON		I-201009144480	110 5320-319	MISCELLANEOUS: REPAIRS	104105	16.11
01-003095	CARQUEST OF MATTOON		I-201009144480	110 5320-318	VEHICLE PARTS: REPAIRS	104105	133.96
						VENDOR 01-003095 TOTALS	150.07
01-009075	CUSD #2 TRANSPORTATION		I-201009144435	110 5320-326	FUEL : FUEL PUBLIC WORKS 8-	104119	3,610.87
01-009075	CUSD #2 TRANSPORTATION		I-201009144490	110 5320-326	FUEL : FUEL LEGAL/FINANCE 8	104119	258.36
						VENDOR 01-009075 TOTALS	3,869.23

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-014405	EFFINGHAM TRUCK SALES	I-AI25916	110 5320-318	VEHICLE PARTS: VALVE,CLAMP,SWITCH		104127	263.86
01-014405	EFFINGHAM TRUCK SALES	I-AI26509	110 5320-318	VEHICLE PARTS: SWITCH,VALVE		104127	43.70
01-014405	EFFINGHAM TRUCK SALES	I-AI26551	110 5320-318	VEHICLE PARTS: CLAMP		104127	13.24
01-014405	EFFINGHAM TRUCK SALES	I-AI27205	110 5320-316	TOOLS AND EQU: AIR LINE		104127	24.82
						VENDOR 01-014405 TOTALS	345.62
01-016000	FARM PLAN	I-016000	110 5320-319	MISCELLANEOUS: SHOVEL,BROOM,TAPE ME		104058	48.94
01-016000	FARM PLAN	I-3847778	110 5320-319	MISCELLANEOUS: TARP STRAPS		104058	25.04
01-016000	FARM PLAN	I-3853200	110 5320-319	MISCELLANEOUS: TAPE MEASURE,CHAIN,O		104058	82.87
01-016000	FARM PLAN	I-A01757	110 5320-319	MISCELLANEOUS: CLEVIS TWIST		104058	18.99
						VENDOR 01-016000 TOTALS	175.84
01-016140	FASTENAL COMPANY	I-ILMAT83638	110 5320-319	MISCELLANEOUS: CABLE TIES		104131	33.96
						VENDOR 01-016140 TOTALS	33.96
01-018100	GANO WELDING SUPPLIES	I-850646	110 5320-440	RENTALS : WELDING SUPPLIES		104136	48.00
						VENDOR 01-018100 TOTALS	48.00
01-018950	THE GLASS CUTTERS	I-I2014223	110 5320-434	REPAIR OF VEH: WINDSHIELD		104192	79.91
						VENDOR 01-018950 TOTALS	79.91
01-022400	HOWELL ASPHALT CO	I-7265MB	110 5320-359	OTHER STREET : HOWELL ASPHALT CO		104140	1,579.50
01-022400	HOWELL ASPHALT CO	I-7266MB	110 5320-359	OTHER STREET : HOWELL ASPHALT CO		104140	414.00
						VENDOR 01-022400 TOTALS	1,993.50
01-023500	MOTION INDUSTRIES	I-IL64-851577	110 5320-318	VEHICLE PARTS: CHAIN		104170	4.08
						VENDOR 01-023500 TOTALS	4.08
01-023800	CONSOLIDATED COMMUNICA	I-201009154498	110 5320-532	TELEPHONE : 101-0873		104117	88.08
						VENDOR 01-023800 TOTALS	88.08

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-025600	ILMO PRODUCTS COMPANY	I-201009144481	110 5320-319	MISCELLANEOUS:	ILMO PRODUCTS COMPAN	104142	23.98
					VENDOR 01-025600 TOTALS		23.98
01-030000	KULL LUMBER CO	I-201009144432	110 5320-316	TOOLS AND EQU:	FILTERS,SHEARS,PVC	104152	18.49
01-030000	KULL LUMBER CO	I-201009144432	110 5320-319	MISCELLANEOUS:	FILTERS,SHEARS,PVC	104152	17.07
					VENDOR 01-030000 TOTALS		35.56
01-032800	MATTOON HEATING & AIR	I-1521-233	110 5320-432	REPAIR OF BUI:	A/C REPAIRS	104160	140.29
					VENDOR 01-032800 TOTALS		140.29
01-032980	FRED THROM	I-8947	110 5320-318	VEHICLE PARTS:	STARTER KIT	104162	46.65
01-032980	FRED THROM	I-8948	110 5320-318	VEHICLE PARTS:	SHARPEN CHAIN	104162	58.00
					VENDOR 01-032980 TOTALS		104.65
01-036600	NEAL TIRE SERVICE	I-201009144436	110 5320-433	REPAIR OF MAC:	REPAIRS	104173	55.00
01-036600	NEAL TIRE SERVICE	I-201009144436	110 5320-434	REPAIR OF VEH:	REPAIRS	104173	744.84
					VENDOR 01-036600 TOTALS		799.84
01-038300	PERRY'S LOCKSMITH	I-54418	110 5320-319	MISCELLANEOUS:	KEYS	104181	17.50
					VENDOR 01-038300 TOTALS		17.50
01-038375	DAN PILSON AUTO CENTER	I-136333	110 5320-318	VEHICLE PARTS:	TAIL LAMP	104120	59.80
01-038375	DAN PILSON AUTO CENTER	I-81011	110 5320-434	REPAIR OF VEH:	F250 REPAIRS	104120	160.64
01-038375	DAN PILSON AUTO CENTER	I-81211	110 5320-434	REPAIR OF VEH:	F250 REPAIRS	104120	662.53
					VENDOR 01-038375 TOTALS		882.97
01-039600	NEAL TIRE & AUTO SERVI	I-201009144439	110 5320-434	REPAIR OF VEH:	OIL CHANGE	104172	18.95
01-039600	NEAL TIRE & AUTO SERVI	I-201009154493	110 5320-433	REPAIR OF MAC:	REPAIRS	104172	20.10
01-039600	NEAL TIRE & AUTO SERVI	I-201009154493	110 5320-434	REPAIR OF VEH:	REPAIRS	104172	588.28
01-039600	NEAL TIRE & AUTO SERVI	I-201009154493	110 5320-318	VEHICLE PARTS:	REPAIRS	104172	325.74
					VENDOR 01-039600 TOTALS		953.07

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-044200	KC SUMMERS BUICK	I-129582	110 5320-318	VEHICLE PARTS: LENS ASSEMBLY		104150	22.04
					VENDOR 01-044200 TOTALS		22.04
01-045523	VERMEER SALES & SERVIC	I-P15496	110 5320-318	VEHICLE PARTS: VERMEER SALES & SERV		104194	138.09
					VENDOR 01-045523 TOTALS		138.09
				DEPARTMENT 320 STREETS	TOTAL:		10,873.61
01-040469	DURWIN SANDERS	I-21051	110 5323-351	CONCRETE	: SDWLK 1204 S 23RD	104124	108.75
					VENDOR 01-040469 TOTALS		108.75
				DEPARTMENT 323 SIDEWALKS & CROSSWALKS	TOTAL:		108.75
01-003095	CARQUEST OF MATTOON	I-201009144480	110 5331-318	VEHICLE PARTS: REPAIRS		104105	14.88
					VENDOR 01-003095 TOTALS		14.88
01-016000	FARM PLAN	I-264008	110 5331-318	VEHICLE PARTS: FILTER		104058	45.50
					VENDOR 01-016000 TOTALS		45.50
				DEPARTMENT 331 STREET CLEANING	TOTAL:		60.38
01-039210	VEOLIA ES SOLID WASTE	I-F50000214385	110 5338-421	DISPOSAL SERV: TRASH SERVICES		104073	1,049.21
					VENDOR 01-039210 TOTALS		1,049.21
				DEPARTMENT 338 REFUSE COLLECT & DISPOSAL	TOTAL:		1,049.21
01-000513	WECKS LAWN CARE	I-32868	110 5381-460	OTHER PROP MA: MOW KINZEL		104197	640.00
					VENDOR 01-000513 TOTALS		640.00

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: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-201009034355	110 5381-321	NATURAL GAS &:	19TH ST	103857	40.78
01-001070	AMERENCIPS	I-201009034356	110 5381-321	NATURAL GAS &:	208 N 19TH	103857	585.06
						VENDOR 01-001070 TOTALS	625.84
01-023800	CONSOLIDATED COMMUNICA	I-201009144486	110 5381-435	ELEVATOR SERV:	234-7376	104117	37.17
						VENDOR 01-023800 TOTALS	37.17
01-033800	MATTOON WATER DEPT	I-201009014322	110 5381-410	UTILITY SERVI:	208 N 19TH	000000	219.47
						VENDOR 01-033800 TOTALS	219.47
01-035600	KONE INC	I-220454573	110 5381-435	ELEVATOR SERV:	ELEV MNTCE 9/10	104151	179.62
						VENDOR 01-035600 TOTALS	179.62
						DEPARTMENT 381 CUSTODIAL SERVICES TOTAL:	1,702.10
01-001070	AMERENCIPS	I-201009104405	110 5383-321	NATURAL GAS &:	1701 WABASH	104048	77.62
						VENDOR 01-001070 TOTALS	77.62
						DEPARTMENT 383 BURGESS OSBORNE TOTAL:	77.62
01-001070	AMERENCIPS	I-201009034353	110 5384-321	NATURAL GAS &:	1718 B'DWAY UNIT B	103857	70.22
01-001070	AMERENCIPS	I-201009034354	110 5384-321	NATURAL GAS &:	1718 B'DWAY UNIT C	103857	67.62
						VENDOR 01-001070 TOTALS	137.84
01-023800	CONSOLIDATED COMMUNICA	I-201009144485	110 5384-460	OTHER PROP MA:	235-5622	104117	111.48
						VENDOR 01-023800 TOTALS	111.48
						DEPARTMENT 384 RAILROAD DEPOT TOTAL:	249.32

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: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-201009104406	110 5388-321	NATURAL GAS &:	316 S 32ND	104048	27.85
						VENDOR 01-001070 TOTALS	27.85
						DEPARTMENT 388 GARMENT FACTORY TOTAL:	27.85
01-001862	MATTOON HIGH SCHOOL	I-201009164513	110 5505-579	MISC OTHER PU:	DONATION & SUPPLIES	104161	371.44
						VENDOR 01-001862 TOTALS	371.44
						DEPARTMENT 505 ARTS COUNCIL TOTAL:	371.44
01-002958	BATTERY SPECIALISTS, I	I-88314	110 5511-318	VEHICLE PARTS:	RELAY KIT	104099	65.00
01-002958	BATTERY SPECIALISTS, I	I-88346	110 5511-318	VEHICLE PARTS:	GROUND CABLE REPAIR	104099	35.25
						VENDOR 01-002958 TOTALS	100.25
01-007100	CCP	I-IN00551184	110 5511-313	MEDICAL & SAF:	SAFETY GLOVES	104107	146.08
						VENDOR 01-007100 TOTALS	146.08
01-035150	MIDAS AUTO SERVICE EXP	I-229955	110 5511-434	REPAIR OF VEH:	OIL CHANGE	104168	68.98
						VENDOR 01-035150 TOTALS	68.98
01-038375	DAN PILSON AUTO CENTER	I-81163	110 5511-433	REPAIR OF MAC:	F250 A/C REPAIRS	104120	80.46
						VENDOR 01-038375 TOTALS	80.46
01-039600	NEAL TIRE & AUTO SERVI	I-201009164508	110 5511-318	VEHICLE PARTS:	TIRE REPAIRS	104172	8.00
						VENDOR 01-039600 TOTALS	8.00
						DEPARTMENT 511 PARK ADMINISTRATION TOTAL:	403.77
01-002958	BATTERY SPECIALISTS, I	I-89296	110 5512-434	REPAIR OF VEH:	BATTERY SPECIALISTS,	104099	24.95
						VENDOR 01-002958 TOTALS	24.95

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 512 LAKE ADMINISTRATION

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-024060	IL DEPT OF NATURAL RES	I-201009024346	110 5512-802	HUNTING/FISHI:	8-24/30 LAKE HUNT/FI	000000	93.00
01-024060	IL DEPT OF NATURAL RES	I-201009154492	110 5512-802	HUNTING/FISHI:	LAKE 8-31/9-7 HUNT/F	000000	215.00
						VENDOR 01-024060 TOTALS	308.00
01-037050	NIEMEYER REPAIR SERVIC	I-33220	110 5512-434	REPAIR OF VEH:	MOWER REPAIRS	104177	79.33
						VENDOR 01-037050 TOTALS	79.33
						DEPARTMENT 512 LAKE ADMINISTRATION TOTAL:	412.28
01-001070	AMERENCIPS	I-201009034358	110 5541-321	NATURAL GAS &:	500 B'DWAY	103857	82.73
01-001070	AMERENCIPS	I-201009034359	110 5541-321	NATURAL GAS &:	500 B'DWAY	103857	74.18
01-001070	AMERENCIPS	I-201009034360	110 5541-321	NATURAL GAS &:	500 B'DWAY	103858	65.43
01-001070	AMERENCIPS	I-201009034361	110 5541-321	NATURAL GAS &:	500 B'DWAY	103858	33.87
01-001070	AMERENCIPS	I-201009104383	110 5541-321	NATURAL GAS &:	500 B'DWAY	104046	181.52
						VENDOR 01-001070 TOTALS	437.73
01-043371	SPRINGFIELD ELECTRIC	I-S2996424.001	110 5541-319	MISCELLANEOUS:	PLASTIC TIES	104189	122.31
01-043371	SPRINGFIELD ELECTRIC	I-S2996424.002	110 5541-319	MISCELLANEOUS:	PLASTIC TIES	104189	122.31
						VENDOR 01-043371 TOTALS	244.62
						DEPARTMENT 541 PETERSON PARK TOTAL:	682.35
01-001070	AMERENCIPS	I-201009034357	110 5542-321	NATURAL GAS &:	632 S 14TH	103857	46.32
						VENDOR 01-001070 TOTALS	46.32
						DEPARTMENT 542 LAWSON PARK TOTAL:	46.32
01-002056	NICK & STACEY'S HOUSE	I-5592	110 5553-319	MISCELLANEOUS:	FIELD MARKING PAINT	104176	78.00
						VENDOR 01-002056 TOTALS	78.00
						DEPARTMENT 553 JR FOOTBALL COMPLEX TOTAL:	78.00

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: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-201009104401	110 5555-321	NATURAL GAS &	S 22ND	104047	37.94
01-001070	AMERENCIPS	I-201009104402	110 5555-321	NATURAL GAS &	1 S 22ND	104047	60.63
						VENDOR 01-001070 TOTALS	98.57
						DEPARTMENT 555 KINZEL FIELD TOTAL:	98.57
01-041755	SHELBY ELECTRIC COOPER	I-201009104384	110 5561-322	ELECTRICITY	: HUFFMANS	104069	1,014.27
01-041755	SHELBY ELECTRIC COOPER	I-201009104386	110 5561-322	ELECTRICITY	: HUFFMANS	104069	1,147.95
						VENDOR 01-041755 TOTALS	2,162.22
						DEPARTMENT 561 EAST CAMPGROUND TOTAL:	2,162.22
01-041755	SHELBY ELECTRIC COOPER	I-201009104385	110 5562-322	ELECTRICITY	: CAMPGROUND	104069	2,910.70
						VENDOR 01-041755 TOTALS	2,910.70
						DEPARTMENT 562 WEST CAMPGROUND TOTAL:	2,910.70
01-000481	PANA BAIT CO	I-2569407	110 5563-317	CONCESSION &	: CONCESSIONS	104180	559.05
						VENDOR 01-000481 TOTALS	559.05
01-000806	COLE CREATIONS	I-201009144476	110 5563-317	CONCESSION &	: CHEESE BAIT	104111	90.00
						VENDOR 01-000806 TOTALS	90.00
01-002360	E-K PETROLEUM	I-39329	110 5563-327	FUEL - RESALE:	FUEL	103862	1,852.97
						VENDOR 01-002360 TOTALS	1,852.97
01-002958	BATTERY SPECIALISTS, I	I-89575	110 5563-317	CONCESSION &	: BATTERY SPECIALISTS,	104099	158.95
						VENDOR 01-002958 TOTALS	158.95

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: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002970	BEACHY'S ICE COMPANY	I-42032	110 5563-317	CONCESSION & : ICE		104100	29.00
01-002970	BEACHY'S ICE COMPANY	I-42033	110 5563-317	CONCESSION & : ICE		104100	121.00
01-002970	BEACHY'S ICE COMPANY	I-42034	110 5563-317	CONCESSION & : ICE		104100	73.00
						VENDOR 01-002970 TOTALS	223.00
01-005538	CARD'S APPLIANCE & TV	I-6707	110 5563-317	CONCESSION & : ICE BAGS		104104	125.95
						VENDOR 01-005538 TOTALS	125.95
01-017780	FRITO-LAY INC	I-40537809	110 5563-317	CONCESSION & : CONCESSIONS		104133	86.83
01-017780	FRITO-LAY INC	I-40537810	110 5563-317	CONCESSION & : CONCESSIONS		104133	11.76
						VENDOR 01-017780 TOTALS	98.59
01-020534	FRONTIER	I-201009164509	110 5563-532	TELEPHONE : 895-2922		104134	47.86
						VENDOR 01-020534 TOTALS	47.86
01-030065	LAKE MATTOON PUBLIC WA	I-201009104377	110 5563-410	UTILITY SERVI: MARINA		104064	130.80
						VENDOR 01-030065 TOTALS	130.80
01-041755	SHELBY ELECTRIC COOPER	I-201009104387	110 5563-322	ELECTRICITY : RESTROOMS		104069	96.13
01-041755	SHELBY ELECTRIC COOPER	I-201009104388	110 5563-322	ELECTRICITY : CAUSEWAY		104069	48.70
01-041755	SHELBY ELECTRIC COOPER	I-201009104389	110 5563-322	ELECTRICITY : MARINA		104069	349.43
						VENDOR 01-041755 TOTALS	494.26
						DEPARTMENT 563 MARINA AREA TOTAL:	3,781.43
01-041755	SHELBY ELECTRIC COOPER	I-201009104390	110 5564-322	ELECTRICITY : BEACH		104069	102.85
						VENDOR 01-041755 TOTALS	102.85
						DEPARTMENT 564 BEACH AREA TOTAL:	102.85

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 570 DODGE GROVE CEMETERY

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002360	E-K PETROLEUM	I-39582	110 5570-326	FUEL	: DIESEL	104125	728.04
						VENDOR 01-002360 TOTALS	728.04
01-009075	CUSD #2 TRANSPORTATION	I-201009154496	110 5570-326	FUEL	: FUEL DODGE GROVE 8/1	104119	219.76
						VENDOR 01-009075 TOTALS	219.76
01-033800	MATTOON WATER DEPT	I-201009014296	110 5570-321	UTILITIES	: N 19TH	000000	6.22
01-033800	MATTOON WATER DEPT	I-201009014302	110 5570-321	UTILITIES	: 917 N 22ND	000000	99.16
						VENDOR 01-033800 TOTALS	105.38
01-037050	NIEMEYER REPAIR SERVIC	I-32609	110 5570-433	REPAIR OF MAC:	TWIST IN SWITCH	104177	7.61
01-037050	NIEMEYER REPAIR SERVIC	I-32740	110 5570-433	REPAIR OF MAC:	GRASS TRIMMER LINE	104177	95.80
01-037050	NIEMEYER REPAIR SERVIC	I-32814	110 5570-433	REPAIR OF MAC:	FAN	104177	13.44
01-037050	NIEMEYER REPAIR SERVIC	I-33080	110 5570-433	REPAIR OF MAC:	BLADE	104177	36.66
01-037050	NIEMEYER REPAIR SERVIC	I-33309	110 5570-433	REPAIR OF MAC:	FAN, BUSHING	104177	60.18
						VENDOR 01-037050 TOTALS	213.69
						DEPARTMENT 570 DODGE GROVE CEMETERY TOTAL:	1,266.87
01-008801	COLES TOGETHER	I-201009144461	110 5651-571	DUES & MEMBER:	SEPT 10 PLEDGE	104114	5,000.00
						VENDOR 01-008801 TOTALS	5,000.00
						DEPARTMENT 651 ECONOMIC DEVELOPMENT TOTAL:	5,000.00
01-032205	MATT ECON DEV RECAPTUR	I-201009144462	110 5752-817	DEBT SERVICES:	OCT 10 PYMT	104158	1,288.89
						VENDOR 01-032205 TOTALS	1,288.89
						DEPARTMENT 752 KAL KAN WTR/SWR EXT TOTAL:	1,288.89
						VENDOR SET 110 GENERAL FUND TOTAL:	69,843.39

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 122 HOTEL TAX FUND

DEPARTMENT: 653 HOTEL TAX ADMINISTRATION

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-201009104397	122 5653-321	NATURAL GAS &:	4219 DEWITT WELCOME	104047	31.55
01-001070	AMERENCIPS	I-201009104398	122 5653-321	NATURAL GAS &:	3901 MARSHALL WELCOM	104047	30.00
				VENDOR 01-001070	TOTALS		61.55
01-001235	ANGELIA D BURGETT	I-201009144464	122 5653-533	CELLULAR PHON:	SEPT CELL PHONE	104103	43.29
				VENDOR 01-001235	TOTALS		43.29
01-001274	AMERICAN LEGION POST #	I-201009174516	122 5653-825	TOURISM GRANT:	TOURISM GRANT	104095	6,250.00
				VENDOR 01-001274	TOTALS		6,250.00
01-002071	NINTH STREET PRODUCTIO	I-201009144475	122 5653-572	COMMUNITY PRO:	SHOOTING & EDITING	104178	100.00
				VENDOR 01-002071	TOTALS		100.00
01-008600	COLES MOULTRIE ELECTRI	I-201009104399	122 5653-321	NATURAL GAS &:	WELCOME SIGN	104050	43.65
				VENDOR 01-008600	TOTALS		43.65
01-021348	HERALD & REVIEW	I-201009154499	122 5653-540	ADVERTISING :	ADVERTISING	104139	745.80
01-021348	HERALD & REVIEW	I-201009154499	122 5653-540	ADVERTISING :	ADVERTISING	104139	1,850.00
				VENDOR 01-021348	TOTALS		2,595.80
01-023800	CONSOLIDATED COMMUNICA	I-201009104400	122 5653-533	CELLULAR PHON:	800-500-6286	104052	0.84
				VENDOR 01-023800	TOTALS		0.84
01-030000	KULL LUMBER CO	I-201009154495	122 5653-572	COMMUNITY PRO:	LUMBER	104152	18.68
				VENDOR 01-030000	TOTALS		18.68
01-031952	MATTOON BABE RUTH	I-201009174515	122 5653-825	TOURISM GRANT:	TOURISM GRANT	104159	6,250.00
				VENDOR 01-031952	TOTALS		6,250.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 122 HOTEL TAX FUND

DEPARTMENT: 653 HOTEL TAX ADMINISTRATION

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043371	SPRINGFIELD ELECTRIC	I-S3015399.001	122 5653-572	COMMUNITY PRO: HEALING FOLK SUPPLIE	104189		24.23
01-043371	SPRINGFIELD ELECTRIC	I-S3016677.001	122 5653-572	COMMUNITY PRO: HEALING FOLK SUPPLIE	104189		283.53
						VENDOR 01-043371 TOTALS	307.76

DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL: 15,671.57

VENDOR SET 122 HOTEL TAX FUND TOTAL: 15,671.57

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 123 FESTIVAL MGMT FUND

DEPARTMENT: 584 BAGELFEST

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021348	HERALD & REVIEW	I-201009154499	123 5584-540	ADVERTISING	: ADVERTISING	104139	3,280.60
						VENDOR 01-021348 TOTALS	3,280.60

DEPARTMENT 584 BAGELFEST TOTAL: 3,280.60

VENDOR SET 123 FESTIVAL MGMT FUND TOTAL: 3,280.60



VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 128 MIDTOWN TIF FUND

DEPARTMENT: 604 MIDTOWN TIF DISTRICT

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002146	AMY SUMMERS	I-201009104415	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104071	8,000.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
					VENDOR 01-002146 TOTALS		8,000.00
01-002147	D & R WALKER BROTHERS	I-201009104417	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104054	8,000.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
					VENDOR 01-002147 TOTALS		8,000.00
01-002183	JOHN R ARMSTRONG	I-201009104422	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104049	4,875.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
01-002183	JOHN R ARMSTRONG	I-201009104426	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104049	2,700.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
					VENDOR 01-002183 TOTALS		7,575.00
01-002250	COMMERCIAL REFRIGERATI	I-201009104424	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104051	5,396.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
					VENDOR 01-002250 TOTALS		5,396.00
01-002324	ROBERT REID	I-201009104421	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104067	1,311.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
					VENDOR 01-002324 TOTALS		1,311.00
01-002330	MARILYN MCCLEAN	I-201009104420	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104065	4,253.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
01-002330	MARILYN MCCLEAN	I-201009104427	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104065	4,500.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
					VENDOR 01-002330 TOTALS		8,753.00
01-002336	MIKE KALLIS	I-201009104419	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104062	2,126.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
					VENDOR 01-002336 TOTALS		2,126.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 128 MIDTOWN TIF FUND

DEPARTMENT: 604 MIDTOWN TIF DISTRICT

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002533	TRUST #44080130	I-201009104428	128 5604-825	TIF GRANTS	: TIF GRANT PAYMENT	104072	3,260.63
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
						VENDOR 01-002533 TOTALS	3,260.63
01-002534	JAN & TERRY KROENING	I-201009104429	128 5604-825	TIF GRANTS	: TIF GRANT PAYMENT	104063	5,327.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
						VENDOR 01-002534 TOTALS	5,327.00
01-002535	BARBARA L PENDERGAST	I-201009104430	128 5604-825	TIF GRANTS	: TIF GRANT PAYMENT	104066	3,061.36
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
						VENDOR 01-002535 TOTALS	3,061.36
01-011600	DEBUHR'S SEED STORE	I-201009104423	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104055	2,819.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
						VENDOR 01-011600 TOTALS	2,819.00
01-041830	HAROLD SHORES	I-201009104416	128 5604-825	TIF GRANTS	: 2010 TIF PAYMENT	104070	7,000.00
	PROJ: 801-100	Mid-Town TIF Projects		TIF GRANTS			
						VENDOR 01-041830 TOTALS	7,000.00
				DEPARTMENT 604	MIDTOWN TIF DISTRICT	TOTAL:	108,646.81
				VENDOR SET 128	MIDTOWN TIF FUND	TOTAL:	108,646.81

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 321 STREETS

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000742	BARTELS CONSTRUCTION,	I-201009164511	130 5321-730	IMPROVEMENTS : DEWITT AVE SIDEWALKS	104097		18,451.33
				VENDOR 01-000742 TOTALS			18,451.33
01-005640	CDW GOVERNMENT	I-TQW4367	130 5321-720	PUBLIC WORKS : SLIDE PROJECTOR	104108		333.85
				VENDOR 01-005640 TOTALS			333.85
DEPARTMENT 321 STREETS						TOTAL:	18,785.18
01-005640	CDW GOVERNMENT	I-TQW4367	130 5328-730	IMPROVEMENTS : SLIDE PROJECTOR	104108		333.85
				VENDOR 01-005640 TOTALS			333.85
DEPARTMENT 328 STORM DRAINAGE						TOTAL:	333.85
01-001216	COMMERCIAL FLOOR COVER	I-201009084375	130 5384-720	IC DEPOT REST: DEPOT RESTORATION	104044		32,743.00
				VENDOR 01-001216 TOTALS			32,743.00
01-020250	GRUNLOH CONSTRUCTION I	I-201009084376	130 5384-720	IC DEPOT REST: DEPOT RESTORATION	104045		141,637.44
				VENDOR 01-020250 TOTALS			141,637.44
01-029200	KAM SOLUTIONS PC	I-10127	130 5384-720	IC DEPOT REST: CLEARANCE SAMPLE	104149		840.00
				VENDOR 01-029200 TOTALS			840.00
DEPARTMENT 384 RAILROAD DEPOT						TOTAL:	175,220.44
01-001663	ADVANCED DIGITAL SOLUT	I-5841	130 5608-577	YMCA LAND ACQ: FW WIDE FORMAT PRINT	104092		5,091.00
				VENDOR 01-001663 TOTALS			5,091.00
01-020803	HARRELSON PLUMBING & H	I-13511	130 5608-577	YMCA LAND ACQ: RUN CAMERA IN INLET	104138		320.00
				VENDOR 01-020803 TOTALS			320.00
DEPARTMENT 608 YMCA LAND ACQUISITION						TOTAL:	5,411.00
VENDOR SET 130 CAPITAL PROJECT FUND						TOTAL:	199,750.47

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: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000832	SOEMANN & ASSOCIATES, I-	11831	211 5351-730	IMPROVEMENTS : PARADISE DAM RENOVAT	104188		17,820.00
				VENDOR 01-000832	TOTALS		17,820.00
01-001070	AMERENCIPS	I-201009034364	211 5351-321	NATURAL GAS &: RR2 LAKE PARADISE SH	103858		30.42
01-001070	AMERENCIPS	I-201009034365	211 5351-321	NATURAL GAS &: RR2 WATER DEPT	103858		73.06
				VENDOR 01-001070	TOTALS		103.48
01-001213	DIESEL SPEED REPAIR	I-8849	211 5351-434	REPAIR OF VEH: REPLACE BEARINGS	104122		70.03
				VENDOR 01-001213	TOTALS		70.03
01-008600	COLES MOULTRIE ELECTRI	I-201009034351	211 5351-322	ELECTRICITY : RESERVOIR CONTROL AC	103860		7.20
				VENDOR 01-008600	TOTALS		7.20
01-032800	MATTOON HEATING & AIR	I-1521-233	211 5351-432	REPAIR OF STR: A/C REPAIRS	104160		140.29
				VENDOR 01-032800	TOTALS		140.29
01-043371	SPRINGFIELD ELECTRIC	I-S3016963.001	211 5351-319	MISCELLANEOUS: FUSE	104189		3.90
				VENDOR 01-043371	TOTALS		3.90
DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL:							18,144.90
01-001070	AMERENCIPS	I-201009034363	211 5353-321	NATURAL GAS &: 2800 E LAKE PARADISE	103858		945.50
				VENDOR 01-001070	TOTALS		945.50
01-002537	LINDE LLC CHARLOTTE NC	I-42416598	211 5353-432	REPAIR OF STR: INSTALL SAFETY TREE	104154		2,935.00
01-002537	LINDE LLC CHARLOTTE NC	I-42435089	211 5353-314	CHEMICALS : CHEMICALS	104154		1,330.00
				VENDOR 01-002537	TOTALS		4,265.00
01-002958	BATTERY SPECIALISTS, I	I-181847	211 5353-377	PLANT EQUIPME: STEARING SHAFT	104099		180.00
				VENDOR 01-002958	TOTALS		180.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 353 WATER TREATMENT PLANT

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018950	THE GLASS CUTTERS	I-12014223	211 5353-434	REPAIR OF VEH: WINDSHIELD		104192	79.91
					VENDOR 01-018950 TOTALS		79.91
01-030000	KULL LUMBER CO	I-201009144473	211 5353-378	PLANT MTCE & : FILTERS		104152	72.24
					VENDOR 01-030000 TOTALS		72.24
01-035365	MISSISSIPPI LIME COMPA	I-920232	211 5353-314	CHEMICALS : LIME		104169	3,375.00
					VENDOR 01-035365 TOTALS		3,375.00
01-037050	NIEMEYER REPAIR SERVIC	I-33275	211 5353-378	PLANT MTCE & : BELT		104177	55.81
					VENDOR 01-037050 TOTALS		55.81
01-049003	XEROX CORPORATION	I-050001645	211 5353-814	PRINTING & CO: COPIER YHT-189369		104199	16.20
					VENDOR 01-049003 TOTALS		16.20
DEPARTMENT 353 WATER TREATMENT PLANT TOTAL:							8,989.66
01-000102	WALLACE EXCAVATING CO	I-201009164510	211 5354-730	IMPROVEMENTS : L PARADISE POND		104196	500.00
					VENDOR 01-000102 TOTALS		500.00
01-000550	ALEXANDERS AUTO PARTS	I-201009144437	211 5354-318	VEHICLE PARTS: TUBE, COUPLER, OIL FIL		104093	53.72
					VENDOR 01-000550 TOTALS		53.72
01-001070	AMERENCIPS	I-201009104392	211 5354-321	NATURAL GAS &: 1201 MARSHALL		104046	80.31
01-001070	AMERENCIPS	I-201009104393	211 5354-321	NATURAL GAS &: 621 S 12TH		104046	27.91
01-001070	AMERENCIPS	I-201009104394	211 5354-321	NATURAL GAS &: 620 S 12TH		104046	40.41
					VENDOR 01-001070 TOTALS		148.63
01-002271	B & T DRAINAGE	I-201009164512	211 5354-730	IMPROVEMENTS : WATER MAIN INSTALLAT		104096	9,312.00
					VENDOR 01-002271 TOTALS		9,312.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 354 WATER DISTRIBUTION

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002414	CCI REDIMIX	I-267657	211 5354-363	BACKFILL & SU:	FLOWABLE FILL	104106	192.00
						VENDOR 01-002414 TOTALS	192.00
01-002958	BATTERY SPECIALISTS, I	I-89456	211 5354-318	VEHICLE PARTS:	STARTER	104099	160.33
01-002958	BATTERY SPECIALISTS, I	I-89559	211 5354-318	VEHICLE PARTS:	BATTERY SPECIALISTS,	104099	54.95
						VENDOR 01-002958 TOTALS	215.28
01-014405	EFFINGHAM TRUCK SALES	I-AI26509	211 5354-318	VEHICLE PARTS:	SWITCH,VALVE	104127	43.70
						VENDOR 01-014405 TOTALS	43.70
01-016000	FARM PLAN	I-3851753	211 5354-379	OTHER WATER M:	PVC HOSE,COUPLING	104058	164.64
						VENDOR 01-016000 TOTALS	164.64
01-025682	IMCO UTILITY SUPPLY	I-1030962-00	211 5354-379	OTHER WATER M:	IMCO UTILITY SUPPLY	104143	165.08
01-025682	IMCO UTILITY SUPPLY	I-1030962-01	211 5354-379	OTHER WATER M:	IMCO UTILITY SUPPLY	104143	165.04
01-025682	IMCO UTILITY SUPPLY	I-1031553-00	211 5354-379	OTHER WATER M:	ADAPT RINGS,CURB STO	104143	890.00
01-025682	IMCO UTILITY SUPPLY	I-1031553-01	211 5354-379	OTHER WATER M:	METER ADAPT RINGS,BR	104143	15.00
01-025682	IMCO UTILITY SUPPLY	I-3008549-00	211 5354-379	OTHER WATER M:	COUPLING	104143	50.70
						VENDOR 01-025682 TOTALS	1,285.82
01-039600	NEAL TIRE & AUTO SERVI	I-201009154493	211 5354-434	REPAIR OF VEH:	REPAIRS	104172	78.05
						VENDOR 01-039600 TOTALS	78.05
						DEPARTMENT 354 WATER DISTRIBUTION TOTAL:	11,993.84
01-000124	DATA FLOW	I-57462	211 5355-311	OFFICE SUPPLI:	WATER BILLS	104121	711.43
						VENDOR 01-000124 TOTALS	711.43
01-009075	CUSD #2 TRANSPORTATION	I-201009144435	211 5355-326	FUEL	: FUEL PUBLIC WORKS 8-	104119	3,610.87
						VENDOR 01-009075 TOTALS	3,610.87

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 355 ACCOUNTING &amp; COLLECTION

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023800	CONSOLIDATED COMMUNICA	I-201009034350	211 5355-532	TELEPHONE	: 235-5483	103861	234.90
						VENDOR 01-023800 TOTALS	234.90
01-025682	IMCO UTILITY SUPPLY	I-1030344-01	211 5355-439	OTHER REPAIR	: ANGLE METER VALVE	104143	304.80
01-025682	IMCO UTILITY SUPPLY	I-1031475-00	211 5355-372	METER TILES,	: IMCO UTILITY SUPPLY	104143	441.00
01-025682	IMCO UTILITY SUPPLY	I-1031553-00	211 5355-372	METER TILES,	: ADAPT RINGS,CURB STO	104143	386.00
01-025682	IMCO UTILITY SUPPLY	I-1031553-01	211 5355-372	METER TILES,	: METER ADAPT RINGS,BR	104143	149.00
						VENDOR 01-025682 TOTALS	1,280.80
01-033000	UNITED STATES POSTAL S	I-201009174514	211 5355-531	POSTAGE	: WATER BILL POSTAGE	104193	2,584.00
						VENDOR 01-033000 TOTALS	2,584.00
01-049003	XEROX CORPORATION	I-050001597	211 5355-814	PRINTING/COPY:	COPIER URR-895305	104199	210.44
						VENDOR 01-049003 TOTALS	210.44
						DEPARTMENT 355 ACCOUNTING & COLLECTION TOTAL:	8,632.44
01-001070	AMERENCIPS	I-201009104381	211 5356-321	NATURAL GAS &:	S 12TH	104046	25.89
						VENDOR 01-001070 TOTALS	25.89
01-002411	DAVE BASHAM	I-201009144456	211 5356-533	CELLULAR PHON:	SEPT CELL PHONE	104098	50.00
						VENDOR 01-002411 TOTALS	50.00
01-028977	JULIE INC	I-08-10-0983	211 5356-579	MISC. OTHER P:	MESSAGES	104148	223.75
						VENDOR 01-028977 TOTALS	223.75
						DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:	299.64
						VENDOR SET 211 WATER FUND TOTAL:	48,060.48

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 342 SEWER COLLECTION SYSTEM

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000550	ALEXANDERS AUTO PARTS	I-201009144437	212 5342-318	VEHICLE PARTS: TUBE,COUPLER,OIL FIL	104093		53.72
					VENDOR 01-000550 TOTALS		53.72
01-001213	DIESEL SPEED REPAIR	I-8849	212 5342-434	REPAIR OF VEH: REPLACE BEARINGS	104122		70.02
					VENDOR 01-001213 TOTALS		70.02
01-002414	CCI REDIMIX	I-267474	212 5342-363	BACKFILL & SU: FLOWABLE FILL	104106		360.00
01-002414	CCI REDIMIX	I-267551	212 5342-363	BACKFILL & SU: CCI REDIMIX	104106		217.50
01-002414	CCI REDIMIX	I-267629	212 5342-363	BACKFILL & SU: FLOWABLE FILL	104106		432.00
					VENDOR 01-002414 TOTALS		1,009.50
01-002958	BATTERY SPECIALISTS, I	I-89456	212 5342-318	VEHICLE PARTS: STARTER	104099		160.34
					VENDOR 01-002958 TOTALS		160.34
01-003095	CARQUEST OF MATTOON	I-201009144480	212 5342-318	VEHICLE PARTS: REPAIRS	104105		33.59
					VENDOR 01-003095 TOTALS		33.59
01-006780	CLARK DIETZ INC	I-406613	212 5342-460	OTHER PROPRT: CSO FLOW MONITORING	104109		2,135.64
					VENDOR 01-006780 TOTALS		2,135.64
01-014405	EFFINGHAM TRUCK SALES	I-AI25459	212 5342-318	VEHICLE PARTS: BOLSTER SPRING	104127		342.09
01-014405	EFFINGHAM TRUCK SALES	I-AI25916	212 5342-318	VEHICLE PARTS: VALVE,CLAMP,SWITCH	104127		36.77
01-014405	EFFINGHAM TRUCK SALES	I-AI26102	212 5342-318	VEHICLE PARTS: BOLSTER SPRING	104127		342.09
01-014405	EFFINGHAM TRUCK SALES	I-AI26509	212 5342-318	VEHICLE PARTS: SWITCH,VALVE	104127		43.71
					VENDOR 01-014405 TOTALS		764.66
01-018950	THE GLASS CUTTERS	I-I2014223	212 5342-434	REPAIR OF VEH: WINDSHIELD	104192		79.90
					VENDOR 01-018950 TOTALS		79.90
01-022400	HOWELL ASPHALT CO	I-7245MB	212 5342-363	BACKFILL & SU: HOWELL ASPHALT CO	104140		750.00
					VENDOR 01-022400 TOTALS		750.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 342 SEWER COLLECTION SYSTEM

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-035154	MID-ILLINOIS CONCRETE	I-103965	212 5342-363	BACKFILL & SU: 6TH & EDGAR		104167	220.63
						VENDOR 01-035154 TOTALS	220.63
01-036600	NEAL TIRE SERVICE	I-201009144436	212 5342-434	REPAIR OF VEH: REPAIRS		104173	1,545.68
01-036600	NEAL TIRE SERVICE	I-201009144436	212 5342-433	REPAIR OF MAC: REPAIRS		104173	114.00
						VENDOR 01-036600 TOTALS	1,659.68
01-039600	NEAL TIRE & AUTO SERVI	I-201009154493	212 5342-434	REPAIR OF VEH: REPAIRS		104172	18.95
						VENDOR 01-039600 TOTALS	18.95
						DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL:	6,956.63
01-000832	SODEMANN & ASSOCIATES, I-11832		212 5343-730	IMPROVEMENTS : LLC PUMP STA REPLACE		104188	7,236.75
						VENDOR 01-000832 TOTALS	7,236.75
01-001070	AMERENCIPS	I-201009034366	212 5343-321	NATURAL GAS &: N 45 LIFT STA		103859	59.45
01-001070	AMERENCIPS	I-201009034366	212 5343-321	NATURAL GAS &: RILEY CREEK SEWAGE		103859	1,062.31
01-001070	AMERENCIPS	I-201009034366	212 5343-321	NATURAL GAS &: LOGAN/SHELBY SEWAGE		103859	39.32
01-001070	AMERENCIPS	I-201009034366	212 5343-321	NATURAL GAS &: WILLOWSHIRE SEWAGE		103859	41.70
01-001070	AMERENCIPS	I-201009034366	212 5343-321	NATURAL GAS &: 28TH LIFT STA		103859	77.81
01-001070	AMERENCIPS	I-201009034366	212 5343-321	NATURAL GAS &: FAIRFIELD LIFT STA		103859	34.88
01-001070	AMERENCIPS	I-201009034366	212 5343-321	NATURAL GAS &: N 19TH LIFT STA		103859	44.95
01-001070	AMERENCIPS	I-201009034368	212 5343-321	NATURAL GAS &: 4220 DEWITT LIFT STA		103859	32.20
						VENDOR 01-001070 TOTALS	1,392.62
01-032800	MATTOON HEATING & AIR	I-1521-233	212 5343-432	REPAIR OF STR: A/C REPAIRS		104160	140.29
						VENDOR 01-032800 TOTALS	140.29
						DEPARTMENT 343 SEWER LIFT STATIONS TOTAL:	8,769.66
01-000131	LINDEN & COMPANY	I-22108	212 5344-366	PLANT MTCE & : CHECK VALVE		104155	370.69
						VENDOR 01-000131 TOTALS	370.69

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 344 WASTEWATER TREATMNT PLANT

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000939	ADVANCED AUTO BODY, IN	I-4388	212 5344-434	REPAIR OF VEH: #553 REPAIRS		104091	150.00
						VENDOR 01-000939 TOTALS	150.00
01-001070	AMERENCIPS	I-201009034366	212 5344-321	NATURAL GAS &: PLANT		103859	4,396.39
01-001070	AMERENCIPS	I-201009034366	212 5344-321	NATURAL GAS &: SAND FILTER BLDG		103859	64.79
01-001070	AMERENCIPS	I-201009034366	212 5344-321	NATURAL GAS &: SEWER PLANT OFC/LAB		103859	62.23
01-001070	AMERENCIPS	I-201009034366	212 5344-321	NATURAL GAS &: SEWER PLANT SHOP		103859	58.82
01-001070	AMERENCIPS	I-201009034367	212 5344-321	NATURAL GAS &: SLUDGE BLDG		103859	61.85
01-001070	AMERENCIPS	I-201009034369	212 5344-321	NATURAL GAS &: 820 S 5TH PLACE		103859	77.09
01-001070	AMERENCIPS	I-201009034370	212 5344-321	NATURAL GAS &: 820 S 5TH PLACE		103859	80.18
01-001070	AMERENCIPS	I-201009034371	212 5344-321	NATURAL GAS &: 820 S 5TH		103859	61.85
						VENDOR 01-001070 TOTALS	4,863.20
01-002958	BATTERY SPECIALISTS, I	I-89276	212 5344-730	IMPROVEMENTS : BATTERY SPECIALISTS,		104099	79.95
01-002958	BATTERY SPECIALISTS, I	I-89727	212 5344-730	IMPROVEMENTS : BATTERY SPECIALISTS,		104099	19.90
01-002958	BATTERY SPECIALISTS, I	I-89768	212 5344-730	IMPROVEMENTS : BATTERY SPECIALISTS,		104099	23.00
						VENDOR 01-002958 TOTALS	122.85
01-012925	MICKEY'S LINEN	I-201009144484	212 5344-460	OTHER PROPRT: CLEANING		104166	67.68
						VENDOR 01-012925 TOTALS	67.68
01-020803	HARRELSON PLUMBING & H	I-13560	212 5344-433	REPAIR OF MAC: INSTALL GATES		104138	6,463.40
						VENDOR 01-020803 TOTALS	6,463.40
01-023800	CONSOLIDATED COMMUNICA	I-201009144482	212 5344-532	TELEPHONE : 101-0939		104117	88.08
						VENDOR 01-023800 TOTALS	88.08
01-031000	LORENZ SUPPLY CO.	I-250275	212 5344-312	CLEANING SUPP: TOWELS,TISSUE,BLEACH		104156	252.13
						VENDOR 01-031000 TOTALS	252.13
01-031402	M & M PUMP SUPPLY INC	I-589411	212 5344-366	PLANT MTCE & : LINE PIPE		104157	132.79
						VENDOR 01-031402 TOTALS	132.79

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 344 WASTEWATER TREATMNT PLANT

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-039600	NEAL TIRE & AUTO SERVI	I-201009154497	212 5344-434	REPAIR OF VEH:	REPAIRS	104172	683.32	
					VENDOR 01-039600 TOTALS		683.32	
01-040370	RUTH INDUSTRIES	I-00-25067	212 5344-314	CHEMICALS	: BANNISH	104185	412.30	
					VENDOR 01-040370 TOTALS		412.30	
01-044200	KC SUMMERS BUICK	I-BUCS448604	212 5344-434	REPAIR OF VEH:	GMC REPAIRS	104150	769.44	
					VENDOR 01-044200 TOTALS		769.44	
01-045904	WALKER FARMS	I-1023	212 5344-439	OTHER REPAIR :	BIO SOLIDS DISTRIBUT	104195	10,867.50	
					VENDOR 01-045904 TOTALS		10,867.50	
01-049003	XEROX CORPORATION	I-050001657	212 5344-814	COPY MACHINE :	COPIER LBP-271558	104199	56.51	
					VENDOR 01-049003 TOTALS		56.51	
DEPARTMENT 344 WASTEWATER TREATMNT PLANT							TOTAL:	25,299.89
01-000124	DATA FLOW	I-57462	212 5345-311	OFFICE SUPPLI:	WATER BILLS	104121	711.43	
					VENDOR 01-000124 TOTALS		711.43	
01-009075	CUSD #2 TRANSPORTATION	I-201009144435	212 5345-326	FUEL	: FUEL PUBLIC WORKS 8-	104119	3,610.86	
					VENDOR 01-009075 TOTALS		3,610.86	
01-031000	LORENZ SUPPLY CO.	I-248426	212 5345-319	MISCELLANEOUS:	PAPER	104156	43.82	
					VENDOR 01-031000 TOTALS		43.82	
DEPARTMENT 345 ACCOUNTING & COLLECTION							TOTAL:	4,366.11

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 346 ADMINISTRATIVE & GENERAL

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001236	GLEN SLOAN	I-201009144457	212 5346-533	CELLULAR PHON:	SEPT CELL PHONE	104187	50.00
						VENDOR 01-001236 TOTALS	50.00

DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL: 50.00

VENDOR SET 212 SEWER FUND TOTAL: 45,442.29

REPORT GRAND TOTAL: 490,695.61

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	OVER AVAILABLE BUDG	OVER	ANNUAL BUDGET	OVER AVAILABLE BUDG	OVER
2010-2011	110-5110-533	CELLULAR PHONE	100.00	1,200		249.11			
	110-5120-311	OFFICE SUPPLIES	162.08	2,120		1,609.63			
	110-5120-340	BOOKS & PERIODICALS	179.40	500		38.60			
	110-5120-519	OTHER PROFESSIONAL SERVICE	262.50	10,000		5,828.24			
	110-5120-802	HUNTING/FISHING LIC. FEE R	7.00	1,750		1,403.00			
	110-5120-814	PRINT/COPY MACH. LEASE & M	378.00	4,925		2,991.24			
	110-5160-340	BOOKS & PERIODICALS	512.58	5,500		3,386.40			
	110-5160-565	CELLULAR TELEPHONE REIMBUR	100.00	1,200		700.00			
	110-5170-854	WIDE AREA NETWORK WIRING A	176.16	2,200		1,319.20			
	110-5190-579	MISC OTHER PURCHASED SERVI	299.40	7,500		5,638.42			
	110-5211-319	MISCELLANEOUS SUPPLIES	9.00	1,250		386.95			
	110-5211-531	POSTAGE	12.40	2,500		2,184.70			
	110-5211-579	MISC OTHER PURCHASED SERVI	16.20	0		444.55-			Y
	110-5211-814	PRINT/COPY MACH LEASE & MA	493.28	7,000		4,196.02			
	110-5212-319	MISCELLANEOUS SUPPLIES	362.93	2,500		409.99-			Y
	110-5212-579	MISC OTHER PURCHASED SERVI	50.00	1,400		1,000.00			
	110-5213-319	MISCELLANEOUS SUPPLIES	46.13	4,000		2,756.41			
	110-5217-330	FOOD	12.76	250		192.58			
	110-5221-316	TOOLS & EQUIPMENT	1,300.00	7,500		5,177.45			
	110-5221-562	TRAVEL & TRAINING	295.00	10,000		3,860.42			
	110-5222-532	TELEPHONE	3,611.86	26,000		12,471.61			
	110-5222-537	I-WIN ACCESS CHARGE	573.24	9,000		6,479.04			
	110-5223-319	MISCELLANEOUS SUPPLIES	99.00	1,500		22.98			
	110-5223-326	FUEL	5,609.74	70,000		47,174.48			
	110-5223-434	REPAIR OF VEHICLES	582.63	30,000		10,280.54			
	110-5224-321	NATURAL GAS & ELECTRIC (CI	2,438.38	90,000		66,914.74			
	110-5224-432	REPAIR OF BUILDINGS	255.00	15,000		3,026.15			
	110-5224-435	ELEVATOR SERVICE AGREEMEN	610.46	8,000		4,947.70			
	110-5224-439	OTHER REPAIR & MAINT SRVCS	1,291.88	5,000		3,708.12			
	110-5241-313	MEDICAL & SAFETY SUPPLIES	91.16	8,000		5,581.52			
	110-5241-315	UNIFORMS & CLOTHING	87.88	5,050		4,396.10			
	110-5241-321	NATURAL GAS & ELECTRIC	82.35	10,000		8,015.65			
	110-5241-326	FUEL	1,335.44	17,500		12,240.35			
	110-5241-340	BOOKS & PERIODICALS	358.80	1,420		251.20			
	110-5241-410	UTILITY SERVICES	113.74	1,200		826.16			
	110-5241-432	REPAIR OF BUILDINGS	100.45	8,800		8,609.28			
	110-5241-433	REPAIR OF MACHINERY	2,093.53	11,300		6,945.76			
	110-5241-434	REPAIR OF VEHICLES	59.95	15,555		12,544.33			
	110-5241-532	TELEPHONE	125.84	4,280		2,670.14			
	110-5241-533	CELLULAR PHONE	100.00	1,200		700.00			
	110-5241-579	MISC OTHER PURCHASED SERVI	40.00	4,500		1,591.68			
	110-5241-814	PRINT/COPY MACH LEASE & MA	16.20	500		380.32			
	110-5243-319	MISCELLANEOUS SUPPLIES	853.79	2,000		1,067.34			
	110-5261-532	TELEPHONE	239.63	3,000		1,796.51			
	110-5261-533	CELLULAR PHONE	93.29	1,200		733.55			
	110-5261-577	DEMOLITION SERVICES	4,290.00	15,000		8,816.84			
	110-5280-512	ANIMAL CONTROL SERVICES	6,859.13	27,437		13,718.74			

## \*\* 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
	110-5310-311	OFFICE SUPPLIES	295.87	600	343.05-	Y			
	110-5310-564	PRIVATE VEHICLE EXP REIMB	4.80	300	272.60				
	110-5320-316	TOOLS AND EQUIPMENT	52.08	4,000	2,934.93				
	110-5320-318	VEHICLE PARTS	1,354.29	15,000	7,404.78				
	110-5320-319	MISCELLANEOUS SUPPLIES	368.93	3,500	2,152.87-	Y			
	110-5320-321	NATURAL GAS & ELECTRIC	180.93	19,000	16,302.36				
	110-5320-326	FUEL	3,869.23	38,000	26,080.11				
	110-5320-359	OTHER STREET MAINT SUPPLIE	2,371.50	30,000	24,048.11				
	110-5320-432	REPAIR OF BUILDINGS	140.29	2,000	573.18				
	110-5320-433	REPAIR OF MACHINERY	75.10	15,000	10,355.81				
	110-5320-434	REPAIR OF VEHICLES	2,325.18	7,000	3,549.74				
	110-5320-440	RENTALS	48.00	4,000	3,748.00				
	110-5320-532	TELEPHONE	88.08	5,000	3,159.60				
	110-5323-351	CONCRETE	108.75	15,000	11,845.75				
	110-5331-318	VEHICLE PARTS	60.38	5,000	2,038.42				
	110-5338-421	DISPOSAL SERVICES	1,049.21	0	6,946.76-	Y			
	110-5381-321	NATURAL GAS & ELECTRIC	625.84	35,000	24,681.74				
	110-5381-410	UTILITY SERVICES	219.47	2,500	1,622.10				
	110-5381-435	ELEVATOR SERVICE AGREEMEN	216.79	2,500	1,191.63				
	110-5381-460	OTHER PROP MAINT SERVICES	640.00	1,000	400.00-	Y			
	110-5383-321	NATURAL GAS & ELECTRIC	77.62	7,000	5,782.21				
	110-5384-321	NATURAL GAS & ELECTRIC	137.84	0	614.90-	Y			
	110-5384-460	OTHER PROP MAINT SERVICES	111.48	0	334.44-	Y			
	110-5388-321	NATURAL GAS & ELECTRIC	27.85	300	188.93				
	110-5505-579	MISC OTHER PURCHASED SERVI	371.44	5,000	2,303.56				
	110-5511-313	MEDICAL & SAFETY SUPPLIES	146.08	500	271.80				
	110-5511-318	VEHICLE PARTS	108.25	1,000	891.75				
	110-5511-433	REPAIR OF MACHINERY	80.46	10,000	4,354.60				
	110-5511-434	REPAIR OF VEHICLES	68.98	4,000	2,939.84				
	110-5512-434	REPAIR OF VEHICLES	104.28	4,000	3,803.47				
	110-5512-802	HUNTING/FISHING REMITTANCE	308.00	9,000	3,509.25				
	110-5541-319	MISCELLANEOUS SUPPLIES	244.62	10,000	7,112.24				
	110-5541-321	NATURAL GAS & ELECTRIC	437.73	15,000	12,479.68				
	110-5542-321	NATURAL GAS & ELECTRIC (CI	46.32	3,500	2,921.92				
	110-5553-319	MISCELLANEOUS SUPPLIES	78.00	3,000	2,615.25				
	110-5555-321	NATURAL GAS & ELECTRIC (CI	98.57	1,000	445.39				
	110-5561-322	ELECTRICITY	2,162.22	12,000	5,674.75				
	110-5562-322	ELECTRICITY	2,910.70	13,000	6,968.99				
	110-5563-317	CONCESSION & SOUVENIR SUPP	1,255.54	25,000	9,956.73				
	110-5563-322	ELECTRICITY	494.26	4,000	325.62-	Y			
	110-5563-327	FUEL - RESALE	1,852.97	17,000	4,711.10				
	110-5563-410	UTILITY SERVICES	130.80	1,000	475.75-	Y			
	110-5563-532	TELEPHONE	47.86	800	560.46				
	110-5564-322	ELECTRICITY	102.85	1,000	691.45				
	110-5570-321	UTILITIES	105.38	6,000	4,736.02				
	110-5570-326	FUEL	947.80	4,500	2,588.46				
	110-5570-433	REPAIR OF MACHINERY	213.69	4,500	1,756.13				
	110-5651-571	DUES & MEMBERSHIPS	5,000.00	60,000	35,000.00				

## \*\* 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
	110-5752-817	DEBT SERVICES	1,288.89	15,467	9,022.55				
	122-5653-321	NATURAL GAS & ELECTRIC (CI	105.20	850	537.76				
	122-5653-533	CELLULAR PHONE	44.13	700	482.71				
	122-5653-540	ADVERTISING	2,595.80	15,000	10,580.44				
	122-5653-572	COMMUNITY PROMOTION & RELA	426.44	14,250	13,823.56				
	122-5653-825	TOURISM GRANTS	12,500.00	85,000	28,054.50				
	123-5584-540	ADVERTISING	3,280.60	10,000	470.37-	Y			
	128-5604-825	TIF GRANTS	108,646.81	100,000	27,542.41-	Y			
	130-5321-720	PUBLIC WORKS BUILDINGS	333.85	3,000,000	2,999,666.15				
	130-5321-730	IMPROVEMENTS OTHER THAN BL	18,451.33	2,250,000	2,050,310.24				
	130-5328-730	IMPROVEMENTS OTHER THAN BL	333.85	1,750,000	1,743,742.87				
	130-5384-720	IC DEPOT RESTORATION	175,220.44	600,000	351,518.02				
	130-5608-577	YMCA LAND ACQUISITION	5,411.00	500,000	494,471.28				
	211-5351-319	MISCELLANEOUS SUPPLIES	3.90	400	311.23				
	211-5351-321	NATURAL GAS & ELECTRIC	103.48	3,500	3,081.54				
	211-5351-322	ELECTRICITY	7.20	100	71.20				
	211-5351-432	REPAIR OF STRUCTURES	140.29	2,000	1,859.71				
	211-5351-434	REPAIR OF VEHICLES	70.03	0	70.03-	Y			
	211-5351-730	IMPROVEMENTS OTHER THAN BL	17,820.00	80,000	59,136.90				
	211-5353-314	CHEMICALS	4,705.00	250,000	164,122.19				
	211-5353-321	NATURAL GAS & ELECTRIC	945.50	45,000	29,809.28				
	211-5353-377	PLANT EQUIPMENT	180.00	9,000	8,634.15				
	211-5353-378	PLANT MTCE & REPAIR	128.05	2,000	684.27				
	211-5353-432	REPAIR OF STRUCTURES	2,935.00	40,000	24,134.50				
	211-5353-434	REPAIR OF VEHICLES	79.91	500	349.29				
	211-5353-814	PRINTING & COPY MACHINE LE	16.20	500	380.08				
	211-5354-318	VEHICLE PARTS	312.70	8,000	3,738.18				
	211-5354-321	NATURAL GAS & ELECTRIC	148.63	20,000	15,897.89				
	211-5354-363	BACKFILL & SURFACE MATERIA	192.00	20,000	16,537.25				
	211-5354-379	OTHER WATER MAINT. MATERIA	1,450.46	25,000	12,001.52				
	211-5354-434	REPAIR OF VEHICLES	78.05	5,000	4,610.86				
	211-5354-730	IMPROVEMENTS OTHER THAN BL	9,812.00	234,500	99,316.54				
	211-5355-311	OFFICE SUPPLIES	711.43	5,000	3,213.34				
	211-5355-326	FUEL	3,610.87	35,000	20,644.24				
	211-5355-372	METER TILES, RIMS & LIDS	976.00	3,000	1,001.00-	Y			
	211-5355-439	OTHER REPAIR & MAINT. SERV	304.80	0	304.80-	Y			
	211-5355-531	POSTAGE	2,584.00	15,000	9,140.46				
	211-5355-532	TELEPHONE	234.90	14,000	13,524.90				
	211-5355-814	PRINTING/COPY MACH LEASE/M	210.44	0	631.32-	Y			
	211-5356-321	NATURAL GAS & ELECTRIC	25.89	15,000	11,636.72				
	211-5356-533	CELLULAR PHONE	50.00	1,100	900.00				
	211-5356-579	MISC. OTHER PURCHASED SERV	223.75	1,000	552.50				
	212-5342-318	VEHICLE PARTS	1,012.31	15,000	8,792.14				
	212-5342-363	BACKFILL & SURFACE MATERIA	1,980.13	20,000	13,859.62				
	212-5342-433	REPAIR OF MACHINERY	114.00	5,000	4,111.58				
	212-5342-434	REPAIR OF VEHICLES	1,714.55	2,500	502.17				
	212-5342-460	OTHER PROPERTY MTCE SERVIC	2,135.64	5,000	1,897.02				
	212-5343-321	NATURAL GAS & ELECTRIC (AM	1,392.62	36,000	26,622.97				

\*\* 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
	212-5343-432	REPAIR OF STRUCTURES	140.29	0	322.73-	Y			
	212-5343-730	IMPROVEMENTS OTHER THAN BL	7,236.75	200,000	183,573.75				
	212-5344-312	CLEANING SUPPLIES	252.13	1,500	798.37				
	212-5344-314	CHEMICALS	412.30	13,000	12,443.70				
	212-5344-321	NATURAL GAS & ELECTRIC (AM	4,863.20	320,000	241,781.86				
	212-5344-366	PLANT MTCE & REPAIR MATERI	503.48	40,000	32,301.36				
	212-5344-433	REPAIR OF MACHINERY	6,463.40	40,000	20,004.98				
	212-5344-434	REPAIR OF VEHICLES	1,602.76	5,000	1,709.77				
	212-5344-439	OTHER REPAIR & MNTCE SERVI	10,867.50	25,000	7,285.60				
	212-5344-460	OTHER PROPERTY MTCE SERVIC	67.68	30,000	20,302.98				
	212-5344-532	TELEPHONE	88.08	6,000	3,301.04				
	212-5344-730	IMPROVEMENTS OTHER THAN BL	122.85	300,000	293,456.92				
	212-5344-814	COPY MACHINE	56.51	1,000	786.45				
	212-5345-311	OFFICE SUPPLIES	711.43	5,000	3,323.83				
	212-5345-319	MISCELLANEOUS SUPPLIES	43.82	250	206.18				
	212-5345-326	FUEL	3,610.86	35,000	23,368.71				
	212-5346-533	CELLULAR PHONE	50.00	1,100	900.00				
		TOTAL:	490,695.61						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
110-110	CITY COUNCIL	100.00
110-120	CITY CLERK	988.98
110-160	LEGAL SERVICES	612.58
110-170	COMPUTER INFO SYSTEMS	176.16
110-190	COUNCIL CONTINGENCY	299.40
110-211	POLICE ADMINISTRATION	530.88
110-212	CRIMINAL INVESTIGATION	412.93
110-213	PATROL	46.13
110-217	CUSTODY OF PRISONERS	12.76
110-221	POLICE TRAINING	1,595.00
110-222	COMMUNICATION SERVICES	4,185.10
110-223	AUTOMOTIVE SERVICES	6,291.37
110-224	POLICE BUILDINGS	4,595.72
110-241	FIRE PROTECTION ADMIN.	4,605.34
110-243	FIRE PREVENTION	853.79
110-261	CODE ENFORCEMENT ADMIN	4,622.92
110-280	ANIMAL CONTROL	6,859.13
110-310	PUBLIC WORKS ADMIN	300.67
110-320	STREETS	10,873.61
110-323	SIDEWALKS & CROSSWALKS	108.75
110-331	STREET CLEANING	60.38

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

ACCT	NAME	AMOUNT
110-338	REFUSE COLLECT & DISPOSAL	1,049.21
110-381	CUSTODIAL SERVICES	1,702.10
110-383	BURGESS OSBORNE	77.62
110-384	RAILROAD DEPOT	249.32
110-388	GARMENT FACTORY	27.85
110-505	ARTS COUNCIL	371.44
110-511	PARK ADMINISTRATION	403.77
110-512	LAKE ADMINISTRATION	412.28
110-541	PETERSON PARK	682.35
110-542	LAWSON PARK	46.32
110-553	JR FOOTBALL COMPLEX	78.00
110-555	KINZEL FIELD	98.57
110-561	EAST CAMPGROUND	2,162.22
110-562	WEST CAMPGROUND	2,910.70
110-563	MARINA AREA	3,781.43
110-564	BEACH AREA	102.85
110-570	DODGE GROVE CEMETERY	1,266.87
110-651	ECONOMIC DEVELOPMENT	5,000.00
110-752	KAL KAN WTR/SWR EXT	1,288.89
-----		
110 TOTAL	GENERAL FUND	69,843.39
122-653	HOTEL TAX ADMINISTRATION	15,671.57
-----		
122 TOTAL	HOTEL TAX FUND	15,671.57
123-584	BAGELFEST	3,280.60
-----		
123 TOTAL	FESTIVAL MGMT FUND	3,280.60
128-604	MIDTOWN TIF DISTRICT	108,646.81
-----		
128 TOTAL	MIDTOWN TIF FUND	108,646.81
130-321	STREETS	18,785.18
130-328	STORM DRAINAGE	333.85
130-384	RAILROAD DEPOT	175,220.44
130-608	YMCA LAND ACQUISITION	5,411.00
-----		
130 TOTAL	CAPITAL PROJECT FUND	199,750.47
211-351	RESERVOIRS & WTR SOURCES	18,144.90
211-353	WATER TREATMENT PLANT	8,989.66
211-354	WATER DISTRIBUTION	11,993.84
211-355	ACCOUNTING & COLLECTION	8,632.44
211-356	ADMINISTRATIVE & GENERAL	299.64
-----		
211 TOTAL	WATER FUND	48,060.48
212-342	SEWER COLLECTION SYSTEM	6,956.63

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

ACCT	NAME	AMOUNT
212-343	SEWER LIFT STATIONS	8,769.66
212-344	WASTEWATER TREATMNT PLANT	25,299.89
212-345	ACCOUNTING & COLLECTION	4,366.11
212-346	ADMINISTRATIVE & GENERAL	50.00
-----		
212 TOTAL	SEWER FUND	45,442.29
-----		
	** TOTAL **	490,695.61

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

PROJECT	LINE ITEM	AMOUNT
801 Mid-Town TIF Projects	100 TIF GRANTS	108,646.81
	** PROJECT 801 TOTAL **	108,646.81

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: MFTBK

FUND : 121 MOTOR FUEL TAX FUND

DEPARTMENT: 321 STREETS

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002414	CCI REDIMIX	I-267618	121 5321-351	CONCRETE	: CCI REDIMIX	104202	117.00
						VENDOR 01-002414 TOTALS	117.00
01-022400	HOWELL ASPHALT CO	I-7156MB	121 5321-353	BITUMINOUS PA:	HOWELL ASPHALT CO	104025	3,151.50
01-022400	HOWELL ASPHALT CO	I-7157MB	121 5321-353	BITUMINOUS PA:	HOWELL ASPHALT CO	104025	1,950.75
01-022400	HOWELL ASPHALT CO	I-7158MB	121 5321-353	BITUMINOUS PA:	HOWELL ASPHALT CO	104025	2,099.25
01-022400	HOWELL ASPHALT CO	I-7276MB	121 5321-353	BITUMINOUS PA:	COLD MIX	104203	167.30
01-022400	HOWELL ASPHALT CO	I-7277MB	121 5321-353	BITUMINOUS PA:	COLDMIX	104203	1,323.70
01-022400	HOWELL ASPHALT CO	I-7278MB	121 5321-353	BITUMINOUS PA:	COLD MIX	104203	1,043.00
01-022400	HOWELL ASPHALT CO	I-7279MB	121 5321-353	BITUMINOUS PA:	COLD MIX	104203	413.00
01-022400	HOWELL ASPHALT CO	I-7280MB	121 5321-353	BITUMINOUS PA:	COLD MIX	104203	205.10
01-022400	HOWELL ASPHALT CO	I-7281MB	121 5321-353	BITUMINOUS PA:	COLD MIX	104203	316.40
01-022400	HOWELL ASPHALT CO	I-7283MB	121 5321-353	BITUMINOUS PA:	COLD MIX	104203	1,757.70
						VENDOR 01-022400 TOTALS	12,427.70
01-045400	UPCHURCH GROUP INC	I-10971	121 5321-730	IMPROVEMENTS :	STIMULUS RESURFACING	104206	3,328.61
						VENDOR 01-045400 TOTALS	3,328.61
01-045902	WALKER COMPANY	I-7434	121 5321-452	AGGREGATE SUR:	CRUSHED STONE	104027	40,272.34
01-045902	WALKER COMPANY	I-7477	121 5321-451	SEAL COAT :	HAUL & SPREAD CRUSHE	104027	224,790.30
01-045902	WALKER COMPANY	I-7477	121 5321-452	AGGREGATE SUR:	HAUL & SPREAD CRUSHE	104027	28,350.56
						VENDOR 01-045902 TOTALS	293,413.20
						DEPARTMENT 321 STREETS TOTAL:	309,286.51
01-035154	MID-ILLINOIS CONCRETE	I-101863	121 5323-351	CONCRETE	: MID-ILLINOIS CONCRET	104026	29.00
						VENDOR 01-035154 TOTALS	29.00
01-039200	ILLINOIS BRICK CO.	I-94224861	121 5323-351	CONCRETE	: CONCRETE BROOM,TROME	104204	50.20
						VENDOR 01-039200 TOTALS	50.20
						DEPARTMENT 323 SIDEWALKS & CROSSWALKS TOTAL:	79.20

VENDOR SET: 01 CITY OF MATTOON

BANK: MFTBK

FUND : 121 MOTOR FUEL TAX FUND

DEPARTMENT: 326 STREET LIGHTING

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-201009014308	121 5326-321	NATURAL GAS &	ADD'L CURRENT	104024	541.68
01-001070	AMERENCIPS	I-201009104378	121 5326-321	NATURAL GAS &	1721 B'DWAY	104075	44.98
01-001070	AMERENCIPS	I-201009104379	121 5326-321	NATURAL GAS &	6TH & CHARLESTON	104075	33.09
01-001070	AMERENCIPS	I-201009104391	121 5326-321	NATURAL GAS &	STREET LIGHTING	104075	10,526.58
						VENDOR 01-001070 TOTALS	11,146.33
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	9TH & CHARLESTON	104023	12.81
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	19TH & RICHMOND	104023	12.34
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	7TH & CHARLESTON	104023	10.69
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	14TH & CHARLESTON	104023	10.97
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	LOGAN & CHARLESTON	104023	8.91
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	15TH & CHARLESTON	104023	10.34
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	18TH & MARSHALL	104023	17.47
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	18TH & CHARLESTON	104023	2.95
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	19TH & WESTERN	104023	64.62
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	6TH & CHARLESTON	104023	11.18
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	CHARLESTON & SWORDS	104023	11.72
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	1721 B'DWAY	104023	33.45
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	B'DWAY & CHARLESTON	104023	222.72
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	19TH & CHARLESTON	104023	5.00
01-002194	AMEREN ENERGY MARKETIN	I-1461310081	121 5326-321	NATURAL GAS &	CHARLESTON & CRESTVI	104023	13.57
						VENDOR 01-002194 TOTALS	448.74
01-003756	BROWN TRAFFIC PRODUCTS	I-023417	121 5326-432	REPAIR OF STR:	POLE PLATE,TEE,NIPPL	104201	166.52
						VENDOR 01-003756 TOTALS	166.52
						DEPARTMENT 326 STREET LIGHTING TOTAL:	11,761.59
01-002056	NICK & STACEY'S HOUSE	I-5523	121 5327-359	OTHER STREET :	TRAFFIC PAINT	104205	139.56
01-002056	NICK & STACEY'S HOUSE	I-5533	121 5327-359	OTHER STREET :	TRAFFIC PAINT	104205	139.56
01-002056	NICK & STACEY'S HOUSE	I-5539	121 5327-359	OTHER STREET :	TRAFFIC PAINT	104205	69.78
						VENDOR 01-002056 TOTALS	348.90
						DEPARTMENT 327 TRAFFIC CONTROL DEVICES TOTAL:	348.90
						VENDOR SET 121 MOTOR FUEL TAX FUND TOTAL:	321,476.20
						REPORT GRAND TOTAL:	321,476.20

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	AVAILABLE BUDG	OVER BUDG
2010-2011	121-5321-351	CONCRETE	117.00	22,000	20,692.00				
	121-5321-353	BITUMINOUS PATCHING	12,427.70	66,000	15,292.97				
	121-5321-451	SEAL COAT	224,790.30	237,000	12,209.70				
	121-5321-452	AGGREGATE SURFACE COAT	68,622.90	77,000	8,377.10				
	121-5321-730	IMPROVEMENTS OTHER THAN BL	3,328.61	0	3,328.61-	Y			
	121-5323-351	CONCRETE	79.20	1,200	886.14				
	121-5326-321	NATURAL GAS & ELECTRIC	11,595.07	165,000	120,191.27				
	121-5326-432	REPAIR OF STRUCTURES	166.52	25,000	24,833.48				
	121-5327-359	OTHER STREET MAINT SUPPLIE	348.90	4,000	1,074.06				
		TOTAL:	321,476.20						

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

ACCT	NAME	AMOUNT
121-321	STREETS	309,286.51
121-323	SIDEWALKS & CROSSWALKS	79.20
121-326	STREET LIGHTING	11,761.59
121-327	TRAFFIC CONTROL DEVICES	348.90
121 TOTAL	MOTOR FUEL TAX FUND	321,476.20
	** TOTAL **	321,476.20

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: EHBK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 412 HEALTH PLAN ADMIN

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000222	CERIDIAN	I-331841989	221 5412-211	HEALTH PLAN A:	AUGUST COBRA	104200	66.26
						VENDOR 01-000222 TOTALS	66.26
						DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL:	66.26
01-000236	PERSONAL CARE	I-201009024341	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	27,767.02
01-000236	PERSONAL CARE	I-201009154491	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	14,098.56
						VENDOR 01-000236 TOTALS	41,865.58
						DEPARTMENT 413 MEDICAL CLAIMS TOTAL:	41,865.58
01-000236	PERSONAL CARE	I-201009024341	221 5414-211	RX CLAIMS :	PERSONAL CARE	000000	9,289.31
01-000236	PERSONAL CARE	I-201009154491	221 5414-211	RX CLAIMS :	PERSONAL CARE	000000	11,808.19
						VENDOR 01-000236 TOTALS	21,097.50
						DEPARTMENT 414 RX CLAIMS TOTAL:	21,097.50
						VENDOR SET 221 HEALTH INSURANCE FUND TOTAL:	63,029.34
						REPORT GRAND TOTAL:	63,029.34

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG
2010-2011	221-5412-211	HEALTH PLAN ADMINISTRATION	66.26	145,000		101,050.95			
	221-5413-211	MEDICAL CLAIMS	41,865.58	1,407,139		794,442.39			
	221-5414-211	RX CLAIMS	21,097.50	525,000		319,233.32			
		TOTAL:	63,029.34						

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

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	66.26
221-413	MEDICAL CLAIMS	41,865.58
221-414	RX CLAIMS	21,097.50
221 TOTAL	HEALTH INSURANCE FUND	63,029.34
	** TOTAL **	63,029.34

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: DDBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 415 DENTAL CLAIMS

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

PAY DATE RANGE: 9/01/2010 THRU 9/15/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL	I-201009014307	221 5415-211	DENTAL CLAIMS: DELTA DENTAL		000000	1,543.10
01-000276	DELTA DENTAL	I-201009144455	221 5415-211	DENTAL CLAIMS: DELTA DENTAL		000000	1,806.57
01-000276	DELTA DENTAL	I-201009144472	221 5415-211	DENTAL CLAIMS: DELTA DENTAL		000000	2,139.40
						VENDOR 01-000276 TOTALS	5,489.07

DEPARTMENT 415 DENTAL CLAIMS TOTAL: 5,489.07

VENDOR SET 221 HEALTH INSURANCE FUND TOTAL: 5,489.07

REPORT GRAND TOTAL: 5,489.07

-----

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG		
2010-2011	221-5415-211	DENTAL CLAIMS	5,489.07	100,000	69,608.31				
		TOTAL:	5,489.07						

-----

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
221-415	DENTAL CLAIMS	5,489.07
-----	-----	-----
221 TOTAL	HEALTH INSURANCE FUND	5,489.07
-----	-----	-----
	** TOTAL **	5,489.07

NO ERRORS

										-----DEPOSIT-----	
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT--	---MESSAGE---		
01-03600-05	JAYNES, BARBARA A	9/17/10	DEMAND RETURN	104083	234.98CR	000		0.00			
04-29900-06	ORNDORFF, KEITH D	9/17/10	FINAL BILL	104084	12.04CR	100	35112	60.00CR			
14-11700-09	LAUTER, MICHELLE L	9/17/10	FINAL BILL	104085	14.86CR	100	35210	60.00CR			
19-10700-03	GREEN, JESSICA L	9/17/10	FINAL BILL	104086	44.42CR	100	35399	60.00CR			
23-08300-11	GUTZLER, PAMELA S	9/17/10	FINAL BILL	104087	37.66CR	100	30461	60.00CR			
26-14901-04	BAXTER, CHRISTOPHER C	9/17/10	FINAL BILL	104088	32.99CR	100	35912	60.00CR			
29-13400-15	HANNEBOHN, SADIE L	9/17/10	FINAL BILL	104089	34.23CR	100	33322	60.00CR			
36-06310-08	LAULUZOLO, IRENE M	9/17/10	FINAL BILL	104090	20.23CR	100	35986	60.00CR			

# **NEW BUSINESS:**

---

## **CITY OF MATTOON, ILLINOIS**

### **SPECIAL ORDINANCE NO. 2010-1400**

#### **AN ORDINANCE GRANTING A SPECIAL USE FOR THE CONSTRUCTION OF A TELEPHONE CENTRAL OFFICE (POINT-OF-PRESENCE) FACILITY LOCATED AT 2501 THOMASON DRIVE.**

**WHEREAS**, Jim Little, AT&T Services, Senior Project Manager for following described property:

That part of the East ½, of the Southeast ¼, of Section 16, Township 12 North, Range 8 East of the Third Principal Meridian, Coles County, Illinois, described as follow: commencing at an existing iron pin on the East line of the Southeast ¼, of said Section 16 lying 978.26 feet (as recorded) North of the Southeast corner of said Section 16; thence S. 88°30'32"W.-930.75 feet to the point of beginning, marked by an existing iron pin; thence N. 0°12'03"W.-500.13 feet to an existing drill hole; thence N.88°31'35"E.-130.00 feet to a drill hole set; thence S.0°12'03"E.-500.08 feet to an iron pin set; thence S.88°30'32"W.130.00 feet to the point of beginning, containing 1.49 acres, more or less.

Commonly known as, 2501 Thomason Drive, Mattoon.

has filed a petition with the City Clerks Office of the City of Mattoon, requesting that said premises to be granted a special use for the lawful right to construct a telephone central office (Point-of-Presence) facility; and

**WHEREAS**, said premises is zoned I, Industrial District which does allow Utility Companies with a special use; and

**WHEREAS**, a public hearing was held in accordance with §159.05 of the Mattoon Code of Ordinances on September 14, 2010; and

**WHEREAS**, the Planning Commission for the City of Mattoon, Coles County, Illinois, has recommended that the requested special use permit be granted with certain conditions to be addressed; and

**WHEREAS** the City Council for the City of Mattoon, Coles County, Illinois, deems that it would be in the public interest to approve a special use permit for the construction of a telephone central office (Point-of-Presence) facility.

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

**Section 1.** Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of Ordinances, the property legally described as aforesaid, be and the same is granted a special use

permit, with the following condition, for the construction of a telephone central office (Point-of-Presence) facility in an I, Industrial Zoning District. Approval is subject to the following conditions:

- a. The property is platted in accordance with the Mattoon Subdivision Ordinance.
- b. The planting of deciduous, ornamental or evergreen trees, or a combination of such trees, every 50 linear feet around the building and parking lot area.

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

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

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

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

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on \_\_\_\_\_, 2010.

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2010-1401**

**AN ORDINANCE APPROVING A VARIANCE TO THE SIGN CODE OF THE MUNICIPALITY ON REAL ESTATE KNOWN AS, CROSS COUNTY MALL AT 700 BROADWAY AVE. EAST.**

**WHEREAS**, there was filed with the Community Development Coordinator of the City of Mattoon, County of Coles, Illinois, a certain Petition by Brett Stillwell of ASD Architects, praying that variance be granted from requirements of the sign code of the municipality on real estate described as:

700 Broadway Avenue East

**WHEREAS**, said Petition was reviewed by the Community Development Coordinator and recommended to the City of Mattoon Planning Commission; and

**WHEREAS**, said Petition was submitted to the Planning Commission for their recommendation on September 14, 2010; and

**WHEREAS**, said Petition was considered by the Planning Commission on September 14, 2010; and was recommended by a majority vote, that the Petition be allowed, and that a variance be granted from requirements of the sign code.

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

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

**Section 2.** A variance is hereby granted from requirements of the sign code as authorized by Section §160.13 of Chapter 160 of the Code of Ordinances of the City of Mattoon for real estate described as 700 Broadway Ave. East, a.k.a. Cross County Mall, to allow the replacement of the main freestanding sign on the property at a height of thirty-six (36) feet tall and a sign area of two-hundred-seventy (270) feet.

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

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

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

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on \_\_\_\_\_, 2010.

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2010-1402**

**AN ORDINANCE APPROVING A ONE YEAR CONTRACT RENEWAL OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE AFSCME, AFL-CIO, COUNCIL 31, LOCAL 3821**

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

**Section 1.** The Council hereby approves a one year contract renewal to the “Collective Bargaining Agreement” dated September 21, 2010 with the American Federation of State, County and Municipal Employees, Local 3821, AFL-CIO, a copy of which is attached and incorporated by reference.

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

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

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

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality’s Records on \_\_\_\_\_, 2010.

# MATTOON

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

August 9, 2010

Mr. Michael Wilmore  
AFSCME Council 31 Labor Representative  
P.O. Box 2328  
Springfield, IL 62705-2328

RE: City of Mattoon CBA  
2010-11 Side letter agreement

Dear Mr. Wilmore:

The Union's collective bargaining agreement with the City expired on May 31, 2010. As you know, the City is struggling with substantial budget shortfalls and decreasing revenues. In an effort to both maintain service levels and treat our City's employees in an equitable manner, by a copy of this letter the City is offering the following proposal to your bargaining unit:

- Parties will agree to extend under the terms of the collective bargaining agreement for one (1) additional year, through May 31, 2011, with a few minor changes:
  - Article 6, Section 2(B) Add: *Any employee that must work on the vector shall be allowed adequate and reasonable period of time in which to clean up in a sanitary manner and will be allowed to eat lunch away from the environment.*
  - Removal of Section 6(B) regarding stand by pay for non-resident employees
  - Article 6, Section 6(D) Add after "...shall complete the job.": *If an employee is required to take any equipment (other than pick up trucks) out to a job site during this period, then another employee shall be called out to assist for safety purposes.*
  - Article 8, Section 4: Amend 30 days to 90 days.
  - Article 12, Section 1: Amend "Such leaves may be extended for good cause by the City Council for up to one hundred eighty (180) day periods to be taken in no less than 30 day increments."
  - Delete Article 15, Section 2, Step 3 City Council
  - Amend Article 15, Section 2, Step 3 Arbitration to read, *"If the grievance(s) is not adjusted in Step 2 or no answer is given within the time specified, the Union, by written notice to the City within ten (10) working days after the Step 2 answer, or after such answer was due, may appeal the grievance(s) to Step 3, Arbitration. After such appeal, the parties will request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators..."*



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

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

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

# MATTOON

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

- Amend Article 20, Section 6 to read as follows, “A CDL is mandatory for all employees assigned to the Public Works Labor Pool. A CDL with endorsements is mandatory for employees assigned to operate equipment for which endorsements are required by law. The Employer will pay the difference between a regular driver’s license fee and the commercial driver’s license fee (including endorsements) for any employee who maintains a CDL. Testing (including drug and alcohol) for these employees shall be as authorized by the Federal Regulations. Certificate of the CDL license shall be completed within six (6) months after the effective date of this Agreement.
- Article 27, Section 2, Delete the following sentence, “Employees who reside outside of the city limits are ineligible for stand by pay.”
- Though there will be no increases to hourly wage rates or any fringe benefits during the one (1) year term, individual employee’s contractual entitlement to an increase based on contractual longevity provisions and/or other contractual entitlements will not be impacted.
- It is further agreed, if as a result of the current sets of negotiations with the other Unions representing City of Mattoon employees, the City and the Union(s) agree to a new collective bargaining agreement which contains an hourly or percentage wage increase, and/or any other increases in compensation, and/or employee health insurance contributions for the same health insurance benefits that are more favorable to members of their bargaining unit than what is contained in the Collective Bargaining Agreement between AFSCME and the City, the City will extend the same compensation increase or employee health insurance premium contributions on the same terms, as applicable, to members of the AFSCME bargaining unit.

Please let me know if you have any questions or concerns. Thank you in advance for your careful consideration of this proposal.

Very truly yours,

Sue McLaughlin  
City Administrator

Cc: Public Works Director David Wortman



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

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

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

Agreement between  
The City of Mattoon, Illinois  
And  
American Federation of State, County and Municipal Employees  
AFL-CIO, Council 31, Local 3821

The City of Mattoon, Illinois and the American Federation of State, County and Municipal Employees AFL-CIO, Council 31, Local 3821 ("AFSCME") hereby agree to extend all of the terms of the June 20<sup>th</sup>, 2006 through May 31, 2010 Collective Bargaining Agreement up to and through May 31, 2011 except for changes agreed to in the contract as outlined by Mattoon City Administrator Sue McLaughlin in a letter to AFSCME dated August 9, 2010 (Attached hereto as Exhibit A).

It is further agreed, if as a result of the current sets of negotiations with the other Unions representing City of Mattoon employees, the City and the Union(s) agree to a new collective bargaining agreement which contains an hourly or percentage wage increase, and/or any other increases in compensation, and/or employee health insurance contributions for the same health insurance benefits that are more favorable to members of their bargaining unit than what is contained in the Collective Bargaining Agreement between AFSCME and the City, the City will extend the same compensation increase or employee health insurance premium contributions on the same terms, as applicable, to members of the AFSCME bargaining unit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized on the \_\_\_\_\_ of September, 2010.

CITY OF MATTOON, ILLINOIS

AFSCME

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

**CITY OF MATTOON, ILLINOIS**

**RESOLUTION NO. 2010-2817**

**A RESOLUTION APPROVING THE UTILIZATION OF AMBULANCE BILLING SOFTWARE AND PROCEDURES, AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHARLESTON AND THE CITY OF MATTOON, ILLINOIS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.**

**WHEREAS**, the City of Mattoon and the City of Charleston operate ambulance services within their respective municipalities; and

**WHEREAS**, the City of Charleston has obtained and utilizes billing software and procedures; and

**WHEREAS**, the billing software and procedures utilized by the City of Charleston have sufficient capacity to handle the billing needs of both the City of Charleston and the City of Mattoon; and

**WHEREAS**, the City of Mattoon had approved a previous two-year agreement with Resolution 2008-2745 on June 17, 2008;

**WHEREAS**, the City of Mattoon would benefit from continued utilization of the City of Charleston's billing services for the purposes of ambulance billing for the City of Mattoon; and

**WHEREAS**, an Intergovernmental Agreement by and between the City of Charleston and the City of Mattoon is attached hereto and incorporated herein by reference.

**NOW THEREFORE BE IT RESOLVED** City of Mattoon hereby authorizes the Mayor to execute and to enter into the attached Intergovernmental Agreement between the City of Mattoon, Illinois and the City of Charleston, Illinois for the purpose of utilizing ambulance billing for the City of Mattoon.

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on \_\_\_\_\_, 2010.

## **INTERGOVERNMENTAL AGREEMENT**

**WHEREAS** the City of Mattoon and the City of Charleston run ambulance services within their respective municipalities; and

**WHEREAS** the City of Charleston has obtained and utilizes billing software and procedures; and

**WHEREAS** the billing software and procedures utilized by the City of Charleston has sufficient capacity to handle the billing needs of the City of Charleston and the billing needs of the City of Mattoon; and

**WHEREAS** the City of Mattoon would benefit from utilization of the City of Charleston utilizing its billing services for the purposes of ambulance billing for the City of Mattoon.

**NOW BE IT THEREFORE** agreed by the City of Charleston, Illinois and the City of Mattoon, Illinois that for a period of two (2) years commencing on the date of execution of this Intergovernmental Agreement as follows:

1. The City of Mattoon shall provide to the City of Charleston copies of each run sheet, hospital information sheets, copies of payments received and explanation of benefits received.
2. The City of Mattoon shall pay to the City of Charleston a fee in the amount of Twenty-five Dollars (\$25.00) per claim. Said bill shall be billed monthly by the City of Charleston to the City of Mattoon and paid within forty-five (45) days of invoice.
3. The City of Charleston agrees to the following:
  - a) To bill for ambulance calls only.
  - b) That the City of Charleston shall submit on behalf of the City of Mattoon an initial bill, a sixty (60) day bill reminder, a ninety (90) day bill reminder and then a collection letter.

- c) That the City of Charleston shall receive payments through its billing department and shall tender to the City of Mattoon on a timely basis copies of payments received and weekly reports indicating accounts and status.
  - d) That the City of Charleston shall bill for ambulance services those rates as provided by the City of Mattoon to the City of Charleston, kept on file by the City of Charleston.
  - e) That the City of Charleston shall, absent further agreement, determine the form of any and all invoices and the City of Charleston's name shall not appear upon said invoice.
4. Any and all discussions, complaints and customer service issues shall be referred to and handled by the City of Mattoon.
  5. The City of Charleston shall undertake steps to see that HIPAA (Health Insurance Portability & Accountability Act) requirements are met.
  6. The determination to "write off" accounts shall be solely within the ambient of the City Administrator of the City of Mattoon.
  7. This Agreement may be terminated upon thirty (30) days written notice by either party.
  8. All notices and contacts shall be via regular United States mail and shall be addressed as follows:

City of Charleston  
City Manager  
520 Jackson  
Charleston, Illinois 61920

City of Mattoon  
City Administrator  
208 N. 19<sup>th</sup> Street  
Mattoon, Illinois 61938

**IN WITNESS WHEREOF**, the **CITY of CHARLESTON** by action of its City Council, at a meeting held on the 7<sup>th</sup> day of September, 2010, has caused this Agreement to be signed and executed in duplicate by its Mayor and attested to by its City Clerk and has caused the corporate seal of the **CITY of CHARLESTON** to be hereto affixed; and

IN WITNESS WHEREOF, the CITY of MATTOON, by action of its City Council, at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2010, has caused this Agreement to be signed and executed in duplicate by its Mayor and attested to by its City Clerk and has caused the corporate seal of the CITY OF MATTOON, to be hereto affixed.

CITY OF CHARLESTON, ILLINOIS

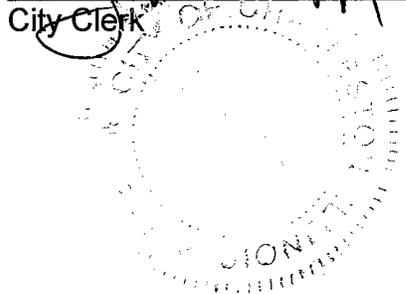
BY: *James W. Beards*  
Mayor/Pro Tem

ATTEST:

*Deborah M. Muller*  
City Clerk

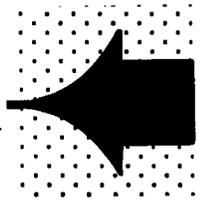
APPROVED AS TO FORM:

*[Signature]*  
City Attorney



CITY OF MATTOON, ILLINOIS

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



ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**City of Mattoon  
Council Decision Request**

---

MEETING DATE: 9/21/10

CDR NO: 2010-1145

SUBJECT: Professional Landscape Design Contract for Renovation of Progress Square

SUBMITTAL DATE: 9/17/10

SUBMITTED BY: Sue McLaughlin, City Administrator

EXHIBITS (If applicable): Design Services Contract (Exhibit A)

---

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$ 7,000	\$ 200,000	\$193,227	\$ 0.00

---

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 a professional landscape design contract in the amount of \$7,000 with Design Perspectives for the design and renovation of Progress Square.”

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

Design Perspectives is a professional landscape architectural firm. While their headquarters are located in Naperville, IL, they have worked on projects in Illinois, Indiana and Wisconsin. They have a very defined expertise.

This scope of services includes on-site landscape design workshop, delivery of construction documents, bidding assistance and construction observation. The renovation of Progress Square is a public improvement within the Midtown TIF District. The actual construction costs as well as this contract are funded through that TIF.



June 17, 2010

Ms. Sue McLaughlin,  
City Administrator  
City of Mattoon  
208 North 19th Street  
Mattoon, IL 61938

RE: Professional Landscape Design Services for Progress Square Parking Lot  
Renovation Project  
(Proposal Number: 10-1090A-01)

Dear Sue,

It was a pleasure to have talked to you about your upcoming parking lot project. It has been a pleasure to have worked with you in the past and we look forward to completing this assignment with you in Mattoon. I formed my business with municipalities like yours in mind. I hope you will find our services affordable with a professional approach to produce a product that you and your town can enjoy for many years to come. The information below is a brief introduction to my company, Design Perspectives, Inc.

Our vision: To develop Creative, Timely and Common Sense Solutions for Design and Planning. This allows us to create unique environments.

Our Mission Statement: Comprehensive professional service provider in the fields of design and the environment, the firm of Design Perspectives integrates creative and effective design solutions that are affordable to construct, maintain and enjoyed.

Firm History: The need for a small, responsive design firm to provide creative, common sense design solutions has been needed. Design Perspectives, Inc. was formed eight years by Tod J. Stanton, ASLA, who has over sixteen years of design and planning experience. Our business strategy is simple; to gain market share by a service oriented approach, provide a quality experience and gain repeat business from these successes. We are interested in starting slowly, building a strong foundation with the practice and letting our clean designs and sense of place for each project be your success to you.

1754 N. Washington St.  
Suite 120  
Naperville, Illinois 60563

Phone: 630-577-9445

## TERMS & CONDITIONS:

- A. Standard of Care – The standard level of care for professional services performed by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and locality.
- B. Indemnification – Client and Consultant each agree to identify and hold harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney fees and court costs, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by joint or concurrent negligence of the Client and Consultant, they shall be borne by each party in proportion to its negligence. All claims shall be limited to the contract value for this Agreement's scope of service.
- C. Dispute Resolution – Client and Consultant agree that they shall first submit any and all unsettled claims, counter claims, disputes, and other matters in question arising out of or related to this Agreement to mediation in accordance with industry rules of American Arbitration Association, effective as of the date of this agreement.
- D. Termination of Contract – Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services and ultimately termination.
- E. Opinions of Cost – When included in Consultant's scope of services, estimates of probable construction cost are prepared by Consultant to represent judgment as a professional generally familiar with the industry. Consultant makes no claim to control these associated costs and may vary from Consultant's estimate.
- F. Force Majeure – Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without negligence.
- G. Ownership of Documents – Use of the documents by Client without permission shall be at the Client's sole risk.
- H. Payment – Prompt payment is expected. All payments are to be processed and paid within 30 days.

INVOICING:

We will invoice this project on a 30-day cycle. Prompt payment is expected within 30 days of invoice receipt. Project accounts over 30 days past due will be placed on inactive status.

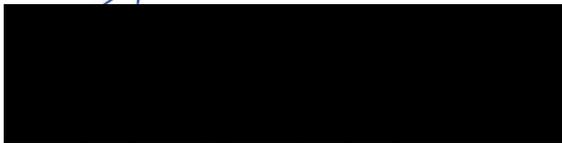
If you have any questions, please contact me at 630-577-9445 or e-mail: [tstanton@design-perspectives.net](mailto:tstanton@design-perspectives.net). In closing, I look forward to working with you on this very exciting project.

Sincerely,



Tod J. Stanton, ASLA  
President  
Design Perspectives, Inc.

If the above scope of work and terms are acceptable, please sign below and send one copy to us. An executed copy of this proposal will serve as our binding agreement between both parties. This proposal expires if not properly executed for the scope of work outlined after June 25, 2010.



Authorized Representative  
City of Mattoon

6-30-10

Date



Mr. Tod J. Stanton,  
President

6-17-10

Date

1754 N. Washington St.  
Suite 120  
Naperville, Illinois 60563

Phone: 630-577-9445

## SCOPE OF SERVICES REQUESTED:

We have been requested to provide a letter proposal outlining our proposed scope of work to develop planting plans and associated site details for a renovation to Progress Square parking lot. We have proposed a workshop format to maximize our time and lower the overall consulting costs for the design task and then move into a more traditional approach for the remaining elements.

### **✓A. On-Site Landscape Design Workshop**

We will prepare for a half day on-site workshop with select City of Mattoon staff to accomplish an agreed upon conceptual design at the end of the day. The following are items that are included in this task:

1. Hold a brief kick-off meeting.
2. Visit the site to understand existing conditions in and around the parking lot.
3. Prepare 2 quick concept landscape plans focusing on the planting, fencing and lighting in the afternoon. We will bring aerial base map information. We would request any additional map information such as utilities, etc. that could be provided by the City of Mattoon Public Works/Engineering Dept. at the workshop.
4. Hold an informal open-house meeting that evening to showcase the 2 concept designs.
5. Finalize a concept plan with budget at the end of open-house.

#### ***One trip to Mattoon anticipated for this task***

### **B. Construction Documents**

1. Prepare planting plan, plant schedule, notes and details per approved concept plan. Our focus will be on landscaping and fencing.
2. Prepare a schematic electrical plan showing pole locations and lighting fixture types.
3. Prepare cost estimate for construction work as it relates to our scope of work.
4. Revise landscape plan once from Owner review.

### **C. Bidding Assistance**

1. Review "Front End Documents" for project manual.
2. Prepare Division 2 Technical Specifications as it relates to our scope of work.
3. Prepare advertisement for bid in compliance with your requirements.
4. Answer incidental contractor questions regarding the documents.
5. Issue written addenda for distribution to all bidders regarding clarifications or substantial changes of the bidding documents as approved by you.

6. Attend bid opening, tabulation of bid results, review bids and provide recommendation for award.

**One trip to Mattoon anticipated for this task**

**D. Construction Observation**

1. Schedule and conduct a pre-construction meeting with you and contractor.
2. Conduct construction meetings to observe the work at intervals appropriate to the stage of construction. Not to exceed 3 visits.
3. Prepare owner approved change orders.
4. Prepare digital photo library of construction observations.
5. Review contractor's application for payment.
6. Review contractor's project submittals.
7. Review the site for substantial completion, prepare punch list and provide recommendation for final completion.

**Four trips to Mattoon anticipated for this task**

**This proposal does not include any type of professional surveying, electrical engineering and civil engineering for the parking lot project and associated costs have not been included in our base fee.**

**If these services are needed, we can secure these services and invoice you as a reimbursable expense for services rendered.**

STAFF ASSIGNMENTS:

The staff assigned to work on this project has the unique qualifications to complete this project in a quick and efficient manner. Tod J. Stanton, will serve as project manager for this project and will be assisted by Rob Martin, graphic support.

FEES:

The scope below has been broken down with a lump sum fee approach. The total to complete items A-E with all reimbursable expenses is \$7,070.00. Any work outside of the services listed in this proposal will be handled on an hourly basis approved by the Owner prior to commencing the work.

Progress Square Parking Lot Landscape Design Services

Task	Lump Sum Fee
A. On-Site Landscape Design Workshop	
Lump Sum	\$2,170.00
B. Construction Documents	
Lump Sum	\$1,550.00

1754 N. Washington St.  
Suite 120  
Naperville, Illinois 60563

Phone: 630-577-9445

C.	Bidding Assistance	Lump Sum	\$800.00
D.	Construction Observation	Lump Sum	\$1,650.00
Sub-total Fees			\$6,170.00
E.	Reimbursable expenses (Postage, travel, printing, etc)		
	E1	US Postage	\$20.00
	E2	FedEx	\$100.00
	E3	In-House Printing	\$100.00
	E4	Trips	\$680.00
		7 RT Train Tickets @ \$40.00	\$280.00
		2 Nights Hotel @ \$150.00	\$300.00
		Meals, Etc.	\$100.00
Sub-total Expenses			\$900.00
<b>Project Total:</b>			<b>\$7,000.00</b>

2010 HOURLY BILLING RATES:

Principal:	\$100.00 per hour
Project Manager:	\$75.00 per hour
Designer/CAD Drafter:	\$55.00 per hour
Administrator:	\$25.00 per hour

PROJECT SCHEDULE:

The following schedule for this project is listed below. The project is anticipated to commence starting June 2010 and the schedule is tentative.

Task	Date
A. On-Site Landscape Design Workshop	June 30, 2010
B. Construction Documents	Late July 2010
C. Bidding Assistance	August 2010
D. Construction Observation	Fall 2010*

\* Target completion date November 30, 2010

1754 N. Washington St.  
Suite 120  
Naperville, Illinois 60563

Phone: 630-577-9445

**City of Mattoon  
Council Decision Request**

---

MEETING DATE: 09/21/10 CDR NO: 2010-1146

SUBJECT: Approving amended specifications and authorizing the seeking of bids for Progress Square Parking Lot

SUBMITTAL DATE: 09/17/10

SUBMITTED BY: Sue McLaughlin, City Administrator

EXHIBITS (If applicable):

---

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
N/A	\$ 200,000	\$ 193,000	

---

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 Acting Mayor to sign the specifications and to authorize the solicitation for competitive bidding for the renovation of the Progress Square Parking Lot.”

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

This CDR allows the advertisement for bids for the construction of the renovation of the Progress Square parking lot on Broadway Avenue, and approves the amended bid specifications. The bid opening date is set for October 12.

The bid documents and plan specifications are in the City Clerk’s Office and available for a non-refundable fee of \$50.00.

This is funded through the Midtown TIF district.

**City of Mattoon  
Council Decision Request**

---

MEETING DATE: 9/21/2010CDR NO: 2010-1147

SUBJECT: License Agreement for use of the City's right-of-way by Kentucky Data Link, Inc.

SUBMITTAL DATE: 9/17/2010

SUBMITTED BY: Sue McLaughlin, City Administrator

EXHIBITS (If applicable): License Agreement

---

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

---

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

“I move to authorize the Mayor and City Clerk to sign the attached License Agreement with Kentucky Data Link, Inc. for the use of the City's rights-of-way for the installation of a fiber optic network”

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

Kentucky Data Link (KDL) has requested a License Agreement for use of the City's rights-of-way for the installation of a new fiber optic network. This License Agreement will allow them to install and maintain the network in accordance with our new right-of-way ordinance.

**LICENSE AGREEMENT**

**THIS AGREEMENT** executed on the \_\_\_th of \_\_\_\_\_ 2009 by and between the City of Mattoon, an Illinois municipal corporation (“City”) and KENTUCKY DATA LINK, INC, (“KDL”).

**WITNESSETH:**

WHEREAS, KDL is a facilities based service provider constructing fiber optic networks and delivering communications services to customers; and

WHEREAS, KDL requests that the City grant a license to construct, install, and maintain a fiber optic cable system both above-ground and under-ground (“Network”), and deliver services using the Network in certain City rights of way (“ROW”) as more clearly depicted on Exhibit “A”; and

WHEREAS, KDL acknowledges, warrants and affirms to the City that KDL is a retailer of telecommunications services under Illinois State law and that this Agreement does regulate the act or privilege of originating or receiving telecommunications in the City of Mattoon and therefore the provisions of the Illinois Simplified Municipal Telecommunications Tax Act do apply to this Agreement.

WHEREAS, the City finds that the encroachment of the Network in the ROW will not be a detriment to said ROW and as such will serve the public use and convenience of residents and business in the City; and

WHEREAS, the City is willing to grant a license and permits to all for the installation, construction, maintenance and use of the Network in the City ROW under certain conditions and restrictions as stated below; and

WHEREAS, KDL agrees to abide by those conditions and restrictions in exchange for the City granting said license.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which acknowledged by the City and the mutual covenants contained herein, the City and KDL agree as follows:

1. The City grants to KDL and KDL does hereby accept a license to construct, install, maintain and use a Network subject to all the terms and conditions of this Agreement.
2. All plans and specifications for construction and installation of the Network shall be submitted and approved by the Director of Public Works or his designee and the City Engineer prior to the commencement of any construction and or installation whatsoever. All construction, installation, maintenance, and use shall be done pursuant to all the laws and regulations of the City, State of Illinois, and any other governmental unit or agency applicable thereto amended from time to time.
3. KDL understands and agrees that all work done hereunder in the ROW shall be performed in a good and workman-like manner subject to the approval of the City and that the costs and expenses of the location of facilities in the ROW will be paid by KDL including all out of pocket costs and expenses, if any, incurred by the City in connection with the Network. Such costs by the City to be paid by KDL include the expense of installing safety signs and signals and the employment of a security officer on site if necessary for highway or sidewalk safety any work on the streets required as a result of KDL's Network installation and maintenance and any City make-ready expenses necessitated by Network construction or maintenance. KDL requests notice within five (5) business days of issuance of a permit from the City concerning its anticipated costs and an opportunity to provide the services or acceptable alternatives itself.
4. The Network shall at all times remain the property of KDL and, except to the extent caused by the City's negligence or willful misconduct, the City shall not be responsible for the repair or continued maintenance of the Network.

5. This Agreement shall not give rise to any right of ownership in the City ROW to KDL. The City ROW shall continue to be a public property held by the City in trust for the general public.

6. The KDL Network shall be constructed, installed, maintained, used, and removed so as not to interfere with either the public use of the City ROW or the rights of abutting and adjoining land owners. Except as prohibited by state or federal law, upon the City's reasonable request, KDL must promptly and at the KDL's expense with due regard to seasonal working conditions remove and relocate its Network in the ROW when necessary if the City requests such removal and relocation for the public health safety and welfare or when necessary to prevent interference with the safety and convenience of ordinary travel over the ROW.

7. The City may reject, revoke, suspend, or modify this Agreement and require KDL to remove the Network in the affected portions of the ROW at KDL's own expense after providing KDL with a 60 day notice and a reasonable opportunity to cure under the following circumstances:

- (a) KDL is not in full compliance with the material requirements of this Agreement or state or federal law;
- (b) KDL has failed to maintain required bonds and or insurance as required by the Agreement or has failed to secure required licenses registrations and authorizations required by the City; and
- (c) KDL engaged in proposed activity which was contrary to the public health, safety, or welfare.

8. KDL agrees to indemnify and hold the City its officers, officials, employees and agents harmless against any and all third party claims, causes of action, liabilities or expenses, including judgments, costs and damages, and including any costs incurred by the City: (a) directly arising out of any damage to tangible property or personal injuries caused by KDL, KDL's agents or the Network; and/or (b) any material breach of this Agreement by KDL.

9. KDL understands and agrees that the City, public utilities and/or cable television companies, and their successors and assigns, may also have certain rights in, over, under, upon, or across the City ROW and that the said license shall be subject to the previously granted rights.

10. Within thirty (30) days of the issuance of a construction permit by the City for the Network, KDL shall reimburse the City for all reasonable out of pocket costs and expenses incurred in connection with this matter. Said reimbursement shall be in addition to all permit application, review and issuance fees charged by the City.

11. Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of Mattoon

\_\_\_\_\_  
\_\_\_\_\_, Illinois \_\_\_\_\_

ATTN: \_\_\_\_\_

With a copy to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If to Owner: Kentucky Data Link, Inc.  
3701 Communications Way  
Evansville, IN 47715

ATTN: President

With a copy to: Kentucky Data Link, Inc.  
3701 Communications Way  
Evansville, IN 47715  
ATTN: Legal Department

12. The initial term of this Agreement shall be Ten (10) years commencing on the date that this Agreement is executed and terminating at midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred.

(a) KDL shall have the right to extend this Agreement for two (2) additional ten (10) year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions set forth herein unless the parties agree otherwise.

(b) This Agreement shall automatically renew for each Renewal Term unless either party shall notify the other of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the term or the Renewal Term. In such case the City may require that KDL remove any and all equipment or property remaining in or about any City ROW or Property and to restore the area consistent with City specifications.

13. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. KDL shall provide notice of any successors in interests to the City at least sixty (60) days prior to any change in such interest. A copy of this Agreement shall be recorded, at the expense of the KDL.

14. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

15. KDL shall carry and keep and maintain in force and effect throughout the term of this Agreement, a policy or policies of insurance, the limits of such policy or policies to be in the amount of not less than \$1,000,000.00 per occurrence in respect of injury to persons and in the amount of not less than \$2,000,000.00 per occurrence in respect of property damage and destruction in form and substance satisfactory to City, at KDL's sole cost and expense, insuring both the City and KDL against all claims, demands or actions arising out of or in connection with: (a) KDL's maintenance and use of the ROW; and (b) KDL's liability assumed under this Agreement. All such policies shall be procured from a company or companies approved to do business in Illinois, and certificates of all such insurance required hereunder shall be given by KDL to City prior to the commencement date of this Agreement along with evidence that the premiums have been paid for such policies. Not less than fifteen (15) days prior to the expiration date of any such policies, the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to City. Such policies shall further provide that not less than thirty (30) days written notice shall be given to City before such policy may be canceled or changed to reduce the insurance coverage provided thereby.

16. KDL has examined and knows the condition of the ROW and has received the same in good order and repair, AS-IS, WHERE-IS and acknowledges that no representations as to the condition and repair thereof have been made by City, prior to or at the execution of this Agreement that are not herein expressed. KDL at KDL's expense will keep the ROW utilized by KDL in good repair (injury by fire or other causes beyond KDL's control excepted), and will keep the ROW in a condition according to the applicable general or local regulations, laws and ordinances applicable thereto and the direction of the proper public officers during the term of this Agreement, and upon the termination of this Agreement, in any way, will yield up the ROW to City, in good condition and repair, loss by fire and ordinary wear excepted.

17. KDL will not permit any mechanic's lien or liens to be placed upon the ROW during the term hereof, and in case of the filing of such lien, KDL will promptly pay same or with the prior written consent of the City, KDL may post a bond or indemnity in an amount sufficient to protect KDL and the ROW and indemnify, defend and hold City harmless from any third party liability for any amount claimed in said lien. If default in payment thereof shall continue for thirty (30)

days after written notice thereof from City to KDL, City shall have the right and privilege at City's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from KDL to City and shall be repaid to City immediately on rendition of bill therefor.

18. Limitation of Liability. NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST:

\_\_\_\_\_

City Clerk

CITY OF MATTOON

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

KENTUCKY DATA LINK, INC.

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

EXHIBIT "A"

City Right of Way

**City of Mattoon  
Council Decision Request**

---

MEETING DATE: 9/21/10    CDR NO: 2010-1148

SUBJECT:                                    Design Contract for renovation of the YMCA parking lot

SUBMITTAL DATE:                        9/17/10

SUBMITTED BY:                          Sue McLaughlin, City Administrator

EXHIBITS (If applicable):    Design Phase Contract (Exhibit A)

---

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$ 14,800	\$ 500,000	\$ 499,882	\$ 0.00

---

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 a design contract in the amount of \$14,800 with Rempe-Sharpe & Associates for the design of the renovation of the YMCA parking lot.”

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

Rempe-Sharpe and Associates is an engineering firm that specializes in municipal projects. They have worked on projects all across the State of Illinois.

This lot has created quite a few challenges due to the topography of the site. The YMCA has flooded in the past and with the expansion and repaving project, a close eye to stormwater drainage was necessary. The YMCA would like to start their building expansion project December 1 so there was a time crunch to finish the design and address these issues. Rempe Sharpe has a number of staff who were able to create a design in less than a week and resolve the stormwater drainage issues to the YMCA and their builder’s satisfaction.



# REMPE-SHARPE & Associates, Inc.

**Principals**

W. R. Gain P.E.  
J. Bibby P.E. S.E.  
D. A. Watson P.E.

B. Bennett P.E. CFM  
T. Grimm P.E.  
D. Ranney P.E. LEED AP  
J. Whitt P.E. P.L.S.

**CONSULTING ENGINEERS**

324 West State Street  
Geneva, Illinois 60134  
Phone: 630/232-0827 – Fax: 630/232-1629

September 7, 2010

City of Mattoon  
208 North 19<sup>th</sup> Street  
Mattoon, Illinois 61938

Attn: Sue McLaughlin  
City Administrator

Re: YMCA Parking Lot

Dear Ms. McLaughlin:

Rempe-Sharpe is very pleased to be selected for the professional engineering required to construct the proposed YMCA parking lot of Mattoon, Illinois. The scope of services, fee, schedule and deliverables shall be as outlined below:

**SCOPE OF PROFESSIONAL SERVICES:**

Engineer shall be provided base file information for parking lot including YMCA building addition architectural plans, boundary survey, storm sewer atlas maps and soil borings. Engineer shall then meet with Client in a workshop session to overview alternatives to achieve desired circulation and parking count, provide positive stormwater upgrade and value-engineer cost savings. A spreadsheet of projected hours and costs is attached. Engineer shall provide full civil engineering plan set including geometrics, grading, utilities, SWPP, details, quantities, estimate and specifications. The stormwater management/detention pond shall be analyzed and contoured to provide stage/storage benefit to the adjoining facilities (as feasible with downstream constraints).

All scope as outlined shall be provided for a fee of .....**\$14,800.00**

## **EXCLUSIONS**

Excluded from scope is full time resident inspection line and grade staking and materials testing.

## **ADDITIONAL SERVICES**

Owner shall pay Engineer for any Additional Services rendered under this Agreement as follows:

- For additional services which are performed by the Engineer and his Staff, the Owner shall pay the Engineer at the Engineer's Hourly Rates and Expense Charges as stipulated in EXHIBIT "A" attached to this Agreement. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.
- For additional services which are not normally performed by the Engineer and are subcontracted to other parties, the Engineer shall be paid all his costs and expenses plus a ten (10) percent service charge. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.

## **DEFINITION OF DIRECT PROJECT EXPENSES**

Direct Project Expenses shall mean the actual expenses incurred by the Engineer directly or indirectly in connection with the Project for subsistence and transportation costs, postage, toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications and similar project related documents; and construction staking supplies.

## **PERIOD OF SERVICE**

The provisions of this Agreement specifying compensation fees to be paid the Engineer for services rendered have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. It is understood and agreed that Engineering Design services of the Project are not to be phased.

Upon execution of this Agreement, the Engineer shall proceed with the performance of the Basic Design Services specified herein, and shall deliver Site Improvement Plans of sufficient detail for review by the Owner and City of Mattoon at a time mutually agreed on with the Owner.

The Engineer's services under the Final Design Phase shall be considered as completed upon approval of the Site Improvement Plans and Specifications by the City of Mattoon.

## **OWNER'S RESPONSIBILITIES**

Provide all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Owner will require to be included in the drawings and specifications. Owner shall furnish to Engineer borings, probings and subsurface explored report.

Assist the Engineer by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

Furnish to the Engineer, as required for performance of Engineer's Basic Services, data prepared by or services of others including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, material and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations, all of which the Engineer may rely upon in performing his services.

Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services.

Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by the Engineer, and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

Designate a person to act as the Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decision with respect to materials, equipment, elements and systems pertinent to the Engineer's services.

Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of Contractor(s).

Furnish, or direct the Engineer to provide, necessary Additional Services as stipulated in this Agreement or other services as required.

Require the construction contractor(s) who implement Engineer's designs, drawings and specifications to name the Engineer as additional insured while construction work is in progress.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

If more than one prime contractor is to be awarded for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

## **TERMINATION**

This Agreement may be terminated by Owner at its sole discretion upon thirty (30) days written notice. In addition, the Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In the event of termination hereunder, Engineer shall be paid for all services actually performed to the date of termination.

## **GENERAL CONSIDERATIONS**

### **A. Reuse of Documents**

All documents including Drawings and Specifications prepared by Engineer pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by Owner or others on extension of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

### **B. Controlling Law**

This Agreement is to be governed by applicable laws of the State of Illinois.

### **C. Successors and Assigns**

Owner and Engineer each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated above and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Engineer.

City of Mattoon  
Attn: Ms. Sue McLaughlin

YMCA Parking Lot  
September 7, 2010  
Page 6 of 7

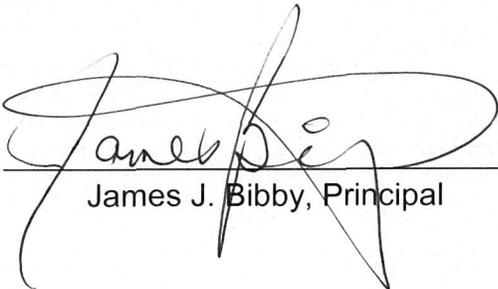
Payment to the Engineer for basic and any additional engineering services rendered as each scope item is completed, upon receipt of a detailed statement from the Engineer.

If this engineering proposal meets with your approval, please sign in the space provided and return a signed copy to us.

We wish to express our appreciation and thanks for the consideration you have extended to us in this matter.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.  
BY:



James J. Bibby, Principal

Attachments: Exhibit "A"  
Exhibit "B"

This proposal from Rempe-Sharpe and Associates, Inc. setting forth certain engineering services and fees relative to the proposed YMCA Parking Lot.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By: \_\_\_\_\_  
Sue McLaughlin Date

**EXHIBIT "A"**  
**SCHEDULE OF ENGINEERING SERVICE CHARGES**  
**REMPE-SHARPE AND ASSOCIATES, INC.**  
**EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:**  
**JANUARY 1, 2010 TO DECEMBER 31, 2010**

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER .....	\$124.00/HR
SENIOR PROJECT ENGINEER .....	\$101.00/HR
PROJECT ENGINEER .....	\$97.50/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1) .....	\$92.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2) .....	\$79.00/HR
DESIGN TECHNICIAN (GRADE 1) .....	\$79.00/HR
DESIGN TECHNICIAN (GRADE 2) .....	\$64.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1) .....	\$67.00/HR
DRAFTING TECHNICIAN (GRADE 2) .....	\$54.50/HR
DRAFTING TECHNICIAN (GRADE 3) .....	\$41.00/HR
SURVEYING PARTY CHIEF .....	\$73.50/HR
SURVEYING TECHNICIAN (GRADE 1) .....	\$60.00/HR
SURVEYING TECHNICIAN (GRADE 2) .....	\$41.00/HR
CONSTRUCTION INSPECTOR (GRADE 1) .....	\$75.00/HR
CONSTRUCTION INSPECTOR (GRADE 2) .....	\$65.00/HR
CONSTRUCTION TECHNICIAN .....	\$51.00/HR
ADMINISTRATIVE ASSISTANT .....	\$58.00/HR
CLERK TYPIST .....	\$44.00/HR

A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

THE ENGINEER SHALL BE REIMBURSED AT HIS ACTUAL COST FOR ALL EXPENSES AND/OR COSTS INCURRED DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS PROJECT, SUCH AS PRINTING, TRAVEL, STAKING SUPPLIES, ETC.

THE ENGINEER'S REIMBURSEMENT FOR TRAVEL EXPENSES SHALL BE IRS STANDARD PER MILE OF TRAVEL.

A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES

THE ENGINEER SHALL BE REIMBURSED FOR ALL COSTS AND EXPENSES INCURRED BY THE ENGINEER FOR ALL SERVICES NOT NORMALLY PERFORMED BY THE ENGINEER WHICH ARE SUB-CONTRACTED TO OTHER PARTIES WITH THE OWNER'S APPROVAL.

**City of Mattoon  
Council Decision Request**

---

MEETING DATE: 09/21/10 CDR NO: 2010-1149

SUBJECT: Approving specifications and authorizing the seeking of bids for YMCA Parking Lot

SUBMITTAL DATE: 9/17/10

SUBMITTED BY: Sue McLaughlin, City Administrator

EXHIBITS (If applicable):

---

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$ 100	\$ 500,000	\$ 499,783	\$ 0.00

---

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 specifications and staff to seek bids for a YMCA Parking Lot.”

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

Approving this CDR will allow staff to advertise to seek bids for the construction of an expanded parking lot for the planned YMCA building expansion to the alley north of Broadway Avenue.

This purchase is budgeted in this year’s budget in the Capital Fund- YMCA Land Acquisition (130-5308-577).