

CITY OF MATTOON, ILLINOIS
CITY COUNCIL AGENDA
September 7, 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 August 17, 2010

Fire Department report for the month of August, 2010

Bills and Payroll for the last half of August, 2010 and 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**
 - **Certificates of Appreciation – outgoing Board members**
 - **Jonathan Kaye – Reinstatement of Tree Planting Program**

ITEMS FOR DISCUSSION:

- A. Habitat for Humanity – 10th & Richmond**
- B. Progress Square Parking Lot**

NEW BUSINESS:

- 1. Motion – 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. (Rankin)**
- 2. Motion – Adopt Ordinance 2010-5310: Amending Chapter 95 of the Municipal Code to update the nuisance code. (Gover)**
- 3. Motion – 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. (Gover)**
- 4. Motion – 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. (Gover)**
- 5. Motion – 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. (Hall)**
- 6. Motion – Adopt Resolution 2010-2816: Approving an application for the ERRP (Early Retiree Reinsurance Program), and authorizing the Acting Mayor to sign the document. (Gover)**
- 7. Motion – 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. (Hall)**
- 8. Motion – 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. (Gover)**
- 9. Motion – 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. (Gover)**
- 10. Motion – 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. (Ervin)**
- 11. Motion – 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. (Rankin)**
- 14. Motion – 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. (Hall)

15. Motion – 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 tournament on December 27-29, 2010. (Hall)

16. Motion – 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. (Hall)

17. Motion – 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. (Gover)

18. Motion – Approve Council Decision Request 2010-1143: Approving a USDA grant for Library improvements, and authorizing the Mayor to sign the document. (Gover)

19. Motion – 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. (Gover)

COMMUNICATIONS - COUNCIL AND CITY STAFF

DEPARTMENT REPORTS:

CITY ADMINISTRATOR

ATTORNEY & TREASURER

CITY CLERK

PUBLIC WORKS

COMMUNITY DEVELOPMENT

FIRE

POLICE

COMMENTS BY THE COUNCIL

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

Reconvene

Motion – Approving an employment agreement with David Wortman for Public Works Director.

Adjourn

UNAPPROVED MINUTES:
August 17, 2010 (Regular)

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on August 17, 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: Absent 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, and City Clerk Susan O'Brien.

Commissioner Hall seconded by Commissioner Rankin moved to approve the consent agenda consisting of minutes of the regular meeting August 3, 2010; Fire Department Report for the month of July, 2010; bills and payroll for the first half of August, 2010.

Bills and Payroll first part of August, 2010

	<u>General Fund</u>		
Payroll		\$	250,210.17
Bills		\$	<u>207,974.07</u>
	Total	\$	458,184.24
	<u>Hotel Tax Fund</u>		
Payroll		\$	2,205.53
Bills		\$	<u>4,634.05</u>
	Total	\$	6,839.58
	<u>Festival Management</u>		
Bills		\$	<u>18,163.13</u>
	Total	\$	18,163.13
	<u>Insurance & Tort fund</u>		
Bills		\$	<u>125.00</u>
	Total	\$	125.00
	<u>Capital Project Fund</u>		
Bills		\$	<u>29,996.24</u>
	Total	\$	29,996.24
	<u>South Route 45 TIF District</u>		
Bills		\$	<u>128,644.90</u>
	Total	\$	128,644.90
	<u>I 57 East TIF District</u>		
Bills		\$	<u>3,000.00</u>
	Total	\$	3,000.00
	<u>Midtown TIF District</u>		
Bills		\$	<u>10,351.60</u>
	Total	\$	10,351.60
	<u>South Rte 45 TIF District</u>		
	<u>Water Fund</u>		
Payroll		\$	22,509.61

Bills		\$ 34,364.54
	Total	\$ 56,874.15
 <u>Sewer Fund</u>		
Payroll		\$ 29,600.45
Bills		\$ 18,761.24
	Total	\$ 48,361.69
 <u>Cemetery Fund</u>		
Bills		\$ 107.81
	Total	\$ 107.81
 <u>Motor Fuel Tax Fund</u>		
Bills		\$ 20,406.60
	Total	\$ 20,406.60
 <u>Health Insurance</u>		
Bills		\$ 118,415.86
	Total	\$ 118,415.86

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

PUBLIC COMMENTS/PRESNTATION AND NON AGENDA ITEMS:

- Acting Mayor Gover thanked and presented Certificates of Appreciation to outgoing Board members of the Zoning Board of Appeals and Planning Commission – Steve Matheny and Bill Whitworth.

ITEMS FOR DISCUSSION:

A. Mowing of IDOT IL Highway Route 16 from Interstate 57 to Logan Avenue

Director Wortman updated the Council on the mowing of IDOT’s right-of-way with Lafayette Township declining the additional mowing, Flora’s public works director estimating less than \$100 per acre to mow IDOT’s rights-of-way, and had many inquiries unable to comply with IDOT’s mowing requirements. Director Wortman’s recommendation was to contract per mow with contingency spending and re-bid next year, considering IDOT’s three mowings requiring fewer mowings by the City. Council and Administrator McLaughlin discussed partial mowing of the rights-of-way and re-visiting the mowing contract next year.

B. Rights-of-Way Ordinance

Administrator McLaughlin described the damages to the City rights-of-way (ROW), introduced the proposed ordinance, reviewed the modifications which addressed permitting regulatory work on ROW, requiring replacement/repair damages by utility companies, correcting adversely-effected drainage on private residences, and regulating construction standards. Council with input from Administrator McLaughlin and Director Wortman discussed the span of the ordinance and consideration at a future Council meeting. Acting Mayor Gover opened the floor for discussion with no responders.

Acting Mayor Gover seconded by Commissioner Rankin moved to adopt Ordinance 2010-5307, amending the Subdivision Code and Fees Schedule of the Municipal Code to allow for the merging of the Planning Commission and Zoning Board of Appeals.

**CITY OF MATTOON, ILLINOIS
ORDINANCE NO. 2010-5307**

**AN ORDINANCE AMENDING THE SUBDIVISION AND FEES SCHEDULE OF THE
MUNICIPAL CODE TO ALLOW FOR THE MERGING OF THE PLANNING
COMMISSION AND ZONING BOARD OF APPEALS**

WHEREAS, the Mattoon Zoning Ordinance has definitions and regulations regarding the Zoning Board of Appeals;

WHEREAS, revisions to the ordinance have been proposed to merge the Planning Commission and Zoning Board of Appeals to facilitate more efficient planning and development review;

WHEREAS, the City Council for the City of Mattoon, Coles County Illinois deem that the recommended revisions are in the public interest.

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

Section 1. Chapter 159 of the Code of Ordinances of the City of Mattoon is hereby amended as follows:

Section 159.04DEFINITIONS

Remove: BOARD OF APPEALS, ZONING. See “Zoning Board of Appeals.” The City of Mattoon Zoning Board of Appeals is established by this Ordinance, and referred to herein as the Zoning Board of Appeals.

Remove: ZONING BOARD OF APPEALS. The City of Mattoon Zoning Board of Appeals established by this chapter, and referred to herein as the Zoning Board of Appeals.

Section 159.05GENERAL REVIEW PROCEDURES, AMENDMENTS AND CHANGES

(B) At the time application is made to zone, rezone, alter or vary the use of property under the provisions of this chapter, the applicant therefore shall pay to the Clerk of this City the sums in accordance with §35.01 (E)(4).

(C) The petitioner, for zoning change, special use permit and variance shall present his petition to the City Clerk and shall publish an official notice of public hearing in the local newspaper not more than 30 days nor less than 15 days before the meeting of the Planning Commission at which the petition is to be heard.

(C)(4) The date, time and place of the Planning Commission meeting at which the public hearing will be held;

(D) The City Clerk shall notify and forward the pertinent information to the following agencies and individuals; the Coles County Soil and Water Conservation District; applicable Drainage District(s), the Mattoon Water Superintendent or Public Works Director, the

Building/Code Official, Fire Chief and the Mattoon Planning Commission Chairperson. Included with each notification shall be a copy of the review checklist, on which the City Clerk has noted the dates of receiving the petition and of forwarding the information on. The City Clerk shall request each agency notified to note on the checklist the date of receiving the information, and to return the checklist with their review comments.

(K) There shall be erected on the property named in the petition, a sign or signs which during daylight hours are visible from each road which borders the petitioned area. A maximum of four signs may be placed. The signs must be placed on the property within five days after the date of official notice of the public hearing. The erection of the signs, in the manner prescribed herein, shall be the responsibility of the petitioner, unless otherwise designed by the Planning Commission. The signs shall read as follows:

A petition to modify the zoning use of this area has been submitted. For information, contact the City Clerk at (217) 235-5654.

(L) The Planning Commission shall hold a public hearing within 30 days following the publication of official notice in the newspaper. The petitioner may be represented by counsel and may provide a stenographer who can record all testimony at the hearing. Information and facts may be presented by the petitioner as he or she deems fit. Minutes of the public hearing shall be forwarded to the Mattoon City Council. Other information may be required by the Mattoon Planning Commission.

(M) *Remove*

(N) The Mattoon Planning Commission shall forward its findings to the Mattoon City Council.

(Q) The developer shall have one (1) year from the date of final approval to begin construction of the proposed area unless good cause, health, safety or change of time can be shown to the City Administrator for granting an extension of time. If the timeline is not extended, the developer will need to re-apply. The developer shall obtain the necessary building, electrical, heating and air conditioning, occupancy, plumbing, use and sewer and water connection permits as required.

(S) Copies of all petitions filed with the City Clerk for consideration by the Planning Commission or City Council or other city official shall be served upon the City Clerk, City Hall (208 N 19th St, Mattoon, Illinois 61938), in addition to all other persons required to have service or notice.

Section 159.65 PLANNING COMMISSION

(A) Creation and membership. The Planning Commission is hereby established. The words "Commission" when used in this section shall be construed to mean the Planning Commission. The Commission shall consist of nine (9) members who shall be freeholders appointed by the Mayor upon approval of the City Council. The terms of office of the members of the Commission shall be for five years, excepting that the nine members first appointed shall serve respectively for terms of one for one year, two for two years, three for three years, two for four years and one for five years.

Vacancies shall be filled for the unexpired term of the member whose place has become vacant

by the Mayor upon approval by the City Council. The City Council shall have the power to remove any member of the Planning Commission for cause and after notice and public hearing. The Planning Commission shall elect its own Chairperson and Vice President each of whom shall serve for one year. The Planning Commission shall adopt from time to time such rules and regulations as it may deem necessary to carry into effect the powers herein given it.

(B)(1) Meetings. All meetings of the Planning Commission shall be held at the call of the Chairperson and at such other times as the Commission may determine.

All meetings of the Commission shall be open to the public. The Commission shall keep minutes of its proceedings and shall also keep records of its examinations and other official actions. Findings of fact shall be included in the minutes of each case of a requested variation, specifying the reasons for making or denying such variation.

Every rule, regulation, every amendment or repeal thereof and every order, requirement, decision or determination of the Commission shall immediately be filed in the office of the City Clerk and shall be a public record. The Commission shall adopt its own rules of procedure not in conflict with the statute in such cases made and provided.

(B)(2) *Remove*

(C)(1) Such appeal shall be taken within such time as shall be prescribed by the Planning Commission by general rule, by filing with the Building Inspector and with the Commission, a notice of appeal, specifying the grounds thereof. The Building Inspector shall forthwith transmit to the Commission all of the papers constituting the record upon which the action appealed from was taken.

(C)(2) An appeal stays all proceedings in furtherance of the action appealed from, unless the Building Inspector certifies to the Commission after the motion of appeal has been filed with him or her that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril to life or property, in which case the proceedings shall not be staid otherwise than by a restraining order which may be granted by the Commission or by a court of record on application, on notice to the Building Inspector and on due cause shown.

(C)(3) The Commission shall fix a reasonable time for the hearing of the appeal and give due notice thereof to the parties and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney. The Planning Commission may reverse or affirm wholly or partly or may modify the order, requirements, decision or determination as in its opinion ought to be made in the premises and to that end shall have the power of the Building Inspector from whom appeal is taken.

(C)(4) All final administrative decisions of the Commission made under ILCS Ch. 65 Art 5 Sections 11-13-1 through 11-13-20 as now enacted and may be hereafter amended or modified, shall be subject to judicial review pursuant to the provisions of the "Administrative Review Act" approved May 8, 1945, Chapter 110, Section 264 et seq., and all amendments and modifications thereof, and the rule adopted pursuant thereto.

(D)(1) The Planning Commission shall hear and decide appeals for the review of any order, requirement, decision or determination made by the Building/Code Official who is charged with the enforcement of this chapter.

(D)(2) It shall also hear and decide all matters referred to it or upon which it is required to pass under this chapter. The concurring votes of five members of the Commission shall be necessary to reverse any order, requirement, decision or determination of the Building/Code Official or to decide in favor of the applicant any matter upon which it is required to pass under this chapter or to effect any variation in this chapter.

(D)(3) Where in specific cases permits are applied for and there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the provisions or regulations of this chapter relating to the use, construction or alteration of buildings or structures, or the use of land, the Planning Commission may determine and vary their application in harmony with their general purpose and intent and in accordance with the following rules.

(D)(4) No variation in the application of the provision of this chapter shall be made by the Council concerning the use of land, the intensity of such use, the size, shape or location of yards or open spaces, or the height of structures now existing or to be constructed, unless, after a hearing by the Planning Commission as provided in this section, the Council shall find that such variation will not: *(a) through (e) (1-4) remain unchanged*

Section 159.69 AMENDMENTS AND CHANGES

(A) The regulations imposed and the districts created by this chapter may be amended from time to time by ordinance, but no such amendments shall be made without a hearing before the Planning Commission.

(B) Any application for rezoning inside the corporate limits will be considered by the Planning Commission if, and only, if the physical area to be re-zoned, or the area resulting from re-zoning is at least 40,000 coterminous square feet, as defined herein.

(C) The Commission may, of its own motion, or upon petition signed by 50% or more of the property owners of the area in question, or upon instruction from City Council, cause to be prepared a notice indicating the changes proposed to be made in the regulations or in the district boundary lines, describing the boundaries or the territory to be affected. Such notice shall state the time and place of the public hearing for consideration of such proposed amendments, supplement or change, and the place where maps of the proposed amendment, supplement or change will be accessible for examination by interested parties.

(D) Notice of such public hearing shall be published no more than 30 days nor less than 15 days in advance thereof in at least one newspaper of general circulation in the city. After such public hearing, the Commission shall submit a copy of the decision together with the pertinent considerations in the proposed amendment to the City Council for its decision.

(E) The Commission shall report to the City Council on the proposed amendment, supplement, or change and may cause an ordinance authorizing such amendment, supplement or change to be introduced in the City Council. Such hearing may be adjourned from time to time. Whenever a written protest against such proposed amendment, supplement or change, signed and acknowledged by the owners of the following property: *(1)-(3) Remain unchanged*

Section 2. Chapter 35 of the Code of Ordinances of the City of Mattoon is hereby amended as follows: §35.01 (E) (4) Zoning Ordinance Fees:

Variance

\$200

Special Use Permit	\$300
Zoning Map Amendment	\$300
Zoning Text Change	\$200
Planned Use Development	\$500

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

Upon motion by Acting Mayor Gover, seconded by Commissioner Rankin, adopted this 17th day of August, 2010, by a roll call vote, as follows:

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

NAYS (Names): None

ABSENT (Names): Commissioner Ervin

Approved this 17th day of August, 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

Recorded in the Municipality's Records on August 18, 2010.

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

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

Commissioner Rankin seconded by Commissioner Hall moved to adopt Ordinance 2010-5308, amending the Lake Mattoon Fees Schedule of the Municipal Code.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2010-5308

**AN ORDINANCE AMENDING LAKE MATTOON FEES SCHEDULE
OF THE MUNICIPAL CODE**

WHEREAS, the City of Mattoon maintains two campgrounds, a marina and a beach area at Lake Mattoon, and

WHEREAS, the revenues derived from the activities at Lake Mattoon are set such that they pay for the expenses incurred to provide them, and

WHEREAS, over the next few years there are several projects necessary to maintain the campgrounds and user fees must be raised to pay for those projects.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MATTOON, ILLINOIS;

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

Section 2. Amendments. §35.01 H (1) is amended to the following:

Campground East Rental Fee	Current	Proposed
Seasonal	\$1,100.00	\$1,400.00
Electric (Minimum)	\$162.00	\$81.00
Water	\$90.00	\$90.00
Monthly	\$200.00	\$250.00
Daily	\$20.00	\$25.00

Campground West Rental Fee		
Seasonal	\$1,200.00	\$1,400.00
Monthly	\$225.00	\$275.00
Daily	\$20.00	\$25.00
Tents – Daily	\$15.00	\$15.00

Boat Dock Rental Fee		
Campers – Yearly	\$200.00	\$200.00
Campers – Monthly	\$50.00	\$50.00
Campers –Daily	\$5.00	\$5.00
Non Campers-Monthly	\$100.00	\$100.00

Boat Registration Fee		
Per Motorized Boat	\$50.00	\$50.00
Per Non Motorized Boat	\$10.00	\$10.00

Sea Wall Barge Permit Fee		
Per Barge		\$500.00

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

Upon motion by Commissioner Rankin, seconded by Commissioner Hall, adopted this 17th day of August, 2010, by a roll call vote, as follows:

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

Approved this 17th day of August, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Recorded in the Municipality's Records on August 18, 2010.

Acting Mayor Gover opened the floor for discussion. Director Wortman noted the primary reason for the changes was to allow for planned expenditures to upgrade the electrical service at the campground.

Acting Mayor Gover declared the motion carried by the following vote: Absent 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 2010-1130, ratifying the appointments of Lew Stiff with a term expiring August 17, 2011; Bob Becker and Rick Otto with terms expiring August 17, 2012; Gary Boske and Michael Ramage with terms expiring August 17, 2013; Mary Wetzel and Dean Willaredt with terms expiring August 17, 2014; and Dave Skocy with a term expiring August 17, 2015 to the newly-merged Planning Commission. *There will be one member to be announced at a later date, serving until August 17, 2013.*

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

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

Commissioner Rankin seconded by Commissioner Hall moved to approve Council Decision Request 2010-1131, approving the engineering contract in the amount of \$121,700 with Clark Dietz for:

- a) Satellite Treatment Alternative for CSO (Combined Sewer Overflow) Long-term Control Plan (LTCP); and b) CSO LTCP Facility Plan.

Acting Mayor Gover opened the floor for discussion. Director Wortman reviewed the five action items and their significance to the overall long-term control plan. Commissioner Hall suggested an alternative with Director Wortman stating this contract included completing the IEPA permit documents and explained reasons for using Clark-Dietz. Administrator McLaughlin stated a change in the contract involving ownership would be updated.

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

Mayor Gover.

Commissioner Rankin seconded by Commissioner Hall moved to approve Council Decision Request 2010-1132, authorizing the purchase of a Waste Water Treatment Plant replacement pump in the amount of \$19, 301.50 from Vandevanter Engineering Company.

Acting Mayor Gover opened the floor for discussion. Director Wortman discussed two sludge pumps with one non-operational, the new pump as the backup pump installed by employees, and lowest submitted bid.

Acting Mayor Gover declared the motion carried by the following vote: Absent 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 2010-1133, approving the purchase of 500 Badger Orion radio-read transponders from Midwest Meter, Inc. in the amount of \$44,250 to replace current Ramer and Blu Tower transponder meters.

Acting Mayor Gover opened the floor for discussion. Attorney & Treasurer Owen stated the purchase was the continuation of the replacement program.

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

COMMUNICATIONS - COUNCIL AND CITY STAFF

DEPARTMENT REPORTS:

CITY ADMINISTRATOR – noted the ribbon-cutting ceremony at Watts Copy; announced Community Pride doing well with 10-12 demos this year; commended Coordinator Gill, Electrical Inspector Frederick, and Assistant Winn for their efforts in dealing with the nuisances and demos; commented on the website update with Hans Warner; FY12 health insurance costs through a wellness projection; revenues and equipment surplus; and her recommendation as an International City Managers Association's Credentialed Manager. Acting Mayor Gover opened the floor for questions with no responders.

ATTORNEY & TREASURER – noted the payment of bills online; and presented an updated cliff-notes version of finance report.

CITY CLERK – noted an increased issuance of birth certificates, a continuation of transferring records electronically, and the processing of permits, licenses, etc.

PUBLIC WORKS – announced a successful American Legion Regional Tournament, continuation of the oil & chip program, mosquito spraying, an engineering update, and construction of waterline to Moultrie County. Acting Mayor Gover opened the floor for questions. Commissioner Hall inquired as to the completion of the sidewalks project. Director Wortman stated there were some timing issues and had one contractor replacing the sidewalks, but the project was completed.

COMMUNITY DEVELOPMENT – updated the Council on the demolition of 309 N. 11th Street with two more in the process and two good proposals on two others; stated Inspector Frederick, Assistant Winn, and Inspector Evans were processing the nuisances. Acting Mayor Gover opened the floor for questions with no responders.

FIRE – updated the Council on the Department’s training and applications, Blue Cross Blue Shield impact study, installation of fire extinguishers at Lake Land College, attendance of ambulance at Mattoon Junior Football Complex, EMS presence at American Legion Tournament, flow testing and painting of hydrants in September.

POLICE – advised the Council on an officer on light duty, last two surplus vehicles on internet auction on Friday, and shift changes on Friday.

COMMENTS BY THE COUNCIL

Commissioner Ervin – absent

Commissioner Hall – nothing at this time

Commissioner Rankin – nothing at this time

Acting Mayor Gover – noted the Council’s involvement in the FutureGen 2.0 decision with the citizens’ resounding disapproval of the offer.

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

Acting Mayor seconded by Commissioner Hall moved to recess to closed session at 7:23 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)); 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 announced no action after closed session, except to adjourn.

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

Council reconvened at 8:10 p.m.

Commissioner Hall seconded by Commissioner Rankin moved to adjourned at 8:10 p.m.

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

/s/ Susan J. O’Brien
City Clerk

DEPARTMENT REPORTS:

BEGIN ON NEXT PAGE

City of Mattoon

Incident Type Report (Summary)

**Alarm Date Between {08/01/2010} And
{08/31/2010}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
1111 Structure Fire	1	0.34%	\$0	0.00%
130 Mobile property (vehicle) fire, Other	1	0.34%	\$5,200	7.85%
131 Passenger vehicle fire	2	0.68%	\$1,000	1.51%
150 Outside rubbish fire, Other	2	0.68%	\$0	0.00%
151 Outside rubbish, trash or waste fire	3	1.02%	\$0	0.00%
	9	3.06%	\$6,200	9.36%
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with injury	236	80.27%	\$0	0.00%
3211 Motor Vehicle Collision	7	2.38%	\$60,000	90.63%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.34%	\$0	0.00%
3231 Bicycle accident	2	0.68%	\$0	0.00%
	246	83.67%	\$60,000	90.63%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	1	0.34%	\$0	0.00%
424 Carbon monoxide incident	3	1.02%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.34%	\$0	0.00%
	5	1.70%	\$0	0.00%
5 Service Call				
511 Lock-out	1	0.34%	\$0	0.00%
5310 Smoke or odor investigation, no problem found	5	1.70%	\$0	0.00%
5311 Smoke or odor investigation	1	0.34%	\$0	0.00%
551 Assist police or other governmental agency	1	0.34%	\$0	0.00%
553 Public service	5	1.70%	\$0	0.00%
5532 Public Education Detail	1	0.34%	\$0	0.00%
5533 Residential Alarm Check	1	0.34%	\$0	0.00%
	15	5.10%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.34%	\$0	0.00%
611 Dispatched & cancelled en route	3	1.02%	\$0	0.00%
6111 Canceled en route by another agency	1	0.34%	\$0	0.00%
	5	1.70%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	6	2.04%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	0.34%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.34%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.34%	\$0	0.00%
7400 Unintentional transmission of alarm, Human error	1	0.34%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	0.34%	\$0	0.00%
744 Detector activation, no fire - unintentional	1	0.34%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	2	0.68%	\$0	0.00%
	14	4.76%	\$0	0.00%

Total Incident Count: 294

Total Est Loss:

\$66,200

BILLS & PAYROLL:

BEGIN ON NEXT PAGE

CITY OF MATTOON
8-20-10 PAYROLL
7-31-10/8-13-10

	G/L ACCOUNT	ACCOUNT NAME	AMOUNT
CITY COUNCIL	110 5110-111	SALARIES OF REG EMPLOYEES	\$ 1,199.99
CITY CLERK	110 5120-111	SALARIES OF REG EMPLOYEES	\$ 5,152.15
	110 5120-114	COMPENSATED ABSENCES	\$ 161.30
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEES	\$ 1,983.64
	110 5130-114	COMPENSATED ABSENCES	\$ 1,845.20
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEES	\$ 1,106.15
	110 5150-114	COMPENSATED ABSENCES	\$ 113.55
LEGAL SERVICES	110 5160-111	SALARIES OF REG EMPLOYEES	\$ 1,134.80
	110 5160-114	COMPENSATED ABSENCES	\$ 200.26
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEES	\$ 2,852.21
	110 5170-114	COMPENSATED ABSCENSES	\$ 1,101.69
PLANNING & ZONING	110 5180-111	SALARIES OF REG EMPLOYEES	\$ 1,028.44
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEES	\$ 8,392.74
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEES	\$ 8,400.91
PATROL	110 5213-111	SALARIES OF REG EMPLOYEES	\$ 60,679.74
	110 5213-113	OVERTIME	\$ 2,641.10
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEES	\$ 2,215.84
	110 5214-113	OVERTIME	\$ 82.63
POLICE RECORDS	110 5216-111	SALARIES OF REG EMPLOYEES	\$ 1,632.79
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEES	\$ 2,053.47
	110 5227-113	OVERTIME	\$ 631.42
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEES	\$ 60,099.66
	110 5241-113	OVERTIME	\$ 5,166.65
	110 5241-114	COMPENSATED ABSENCES	\$ 14,083.81
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEES	\$ 3,264.72
	110 5261-114	COMPENSATED ABSENCES	\$ 49.12
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEES	\$ 3,528.64
	110 5310-113	OVERTIME	\$ 117.17
	110 5310-114	COMPENSATED ABSENCES	\$ 591.30
STREETS	110 5320-111	SALARIES OF REG EMPLOYEES	\$ 14,025.82
	110 5320-112	SALARIES OF TEMP EMPLOYEES	\$ 980.00
	110 5320-113	OVERTIME	\$ 113.72
	110 5320-114	COMPENSATED ABSENCES	\$ 2,610.89
YARD WASTE COLLECTION	110 5335-111	SALARIES OF REG EMPLOYEES	\$ 6,248.84
	110 5335-112	SALARIES OF TEMP EMPLOYEES	\$ 1,026.00
	110 5335-113	OVERTIME	\$ 107.73
CONSTRUCTION INSPECTION	110 5370-111	SALARIES OF REG EMPLOYEES	\$ 2,082.20
	110 5370-112	SALARIES OF TEMP. EMPLOYEES	\$ 1,993.75
	110 5370-113	OVERTIME	\$ 697.89
	110 5370-114	COMPENSATED ABSENCES	\$ 53.39
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEES	\$ 2,315.18
	110 5381-114	COMPENSATED ABSENCES	\$ 433.38
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEES	\$ 839.26
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEES	\$ 7,407.46
	110 5511-112	SALARIES OF TEMP EMPLOYEES	\$ 3,615.57
	110 5511-113	OVERTIME	\$ 2,091.01
LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEES	\$ 2,022.34
	110 5512-112	SALARIES OF TEMP EMPLOYEES	\$ 1,666.00
	110 5512-113	OVERTIME	\$ 328.05

CITY OF MATTOON

8-20-10 PAYROLL

7-31-10/8-13-10

CEMETERY	110 5570-111	SALARIES OF REG EMPLOYEES	\$ 2,781.15
	110 5570-112	SALARIES OF TEMP EMPLOYEES	\$ 2,847.76
		*** FUND 110 TOTALS ***	\$ 247,798.48
HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	\$ 1,499.99
	122 5653-114	COMPENSATED ABSENCES	\$ 166.66
		*** FUND 122 TOTALS ***	\$ 1,666.65
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	\$ 9,512.14
	211 5353-113	OVERTIME	\$ 1,129.54
	211 5353-114	COMPENSATED ABSENCES	\$ 380.42
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	\$ 3,237.14
	211 5354-112	SALARIES OF TEMP EMPLOYEES	\$ 70.00
	211 5354-113	OVERTIME	\$ 129.96
	211 5354-114	COMPENSATED ABSENCES	\$ 672.80
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	\$ 3,873.12
	211 5355-112	SALARIES OF TEMP EMPLOYEES	\$ 306.00
	211 5355-114	COMPENSATED ABSENCES	\$ 439.99
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	\$ 3,267.11
	211 5356-113	OVERTIME	\$ 113.71
	211 5356-114	COMPENSATED ABSENCES	\$ 426.16
		*** FUND 211 TOTALS ***	\$ 23,558.09
SANITARY SEWER MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	\$ 7,372.79
	212 5342-112	SALARIES OF TEMP EMPLOYEES	\$ 350.00
	212 5342-113	OVERTIME	\$ 73.10
	212 5342-114	COMPENSATED ABSENCES	\$ 1,225.64
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	\$ 11,803.36
	212 5344-112	SALARIES OF TEMP EMPLOYEES	\$ 565.25
	212 5344-114	COMPENSATED ABSENCES	\$ 740.64
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	\$ 3,873.13
	212 5345-112	SALARIES OF TEMP EMPLOYEES	\$ 306.00
	212 5345-114	COMPENSATED ABSENCES	\$ 440.02
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	\$ 3,267.11
	212 5346-113	OVERTIME	\$ 113.71
	212 5346-114	COMPENSATED ABSENCES	\$ 426.16
		*** FUND 212 TOTALS ***	\$ 30,556.91
		*** GRAND TOTALS ***	\$ 303,580.13

CITY OF MATTOON
8-20-10 PAYROLL
7-31-10/8-13-10

*** PAY CODE TOTALS ***

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REGULAR PAY	40		2,748.50 \$ 44,046.74
SALARY PAY	120		9,488.37 \$ 216,648.96
HOLIDAY PAY-REGULAR	31		114.7 \$ 2,482.17
OVERTIME PAY	41		481 \$ 13,537.39
PEHP	33		33 \$ 412.50
SICK-FD UNION	1		24 \$ 515.28
COMP PAID	7		215.75 \$ 2,368.10
SICK PAY-AFSCME	9		68 \$ 1,429.69
VACATION PAY	22		386 \$ 10,578.59
VACATION PAY	11		504 \$ 11,086.36
COMP EARNED	3		58.5 \$ -
SHIFT PAY	6		256 \$ 153.60
SHIFT PAY	4		160 \$ 112.00
SICK-NON UNION	2		3.5 \$ 70.29
VEHICLE EXP	1		1 \$ 138.46

CITY OF MATTOON
 9-3-10 PAYROLL
 8-14-10/8-27-10

CITY COUNCIL	110 5110-111	SALARIES OF REG EMPLOYEES	\$ 1,199.99
CITY CLERK	110 5120-111	SALARIES OF REG EMPLOYEES	\$ 4,829.55
	110 5120-114	COMPENSATED ABSENCES	\$ 483.90
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEES	\$ 3,828.84
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEES	\$ 1,164.20
	110 5150-114	COMPENSATED ABSENCES	\$ 55.52
LEGAL SERVICES	110 5160-111	SALARIES OF REG EMPLOYEES	\$ 1,335.06
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEES	\$ 3,502.19
	110 5170-114	COMPENSATED ABSCENSES	\$ 451.71
PLANNING & ZONING	110 5180-111	SALARIES OF REG EMPLOYEES	\$ 986.00
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEES	\$ 8,392.74
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEES	\$ 8,400.91
	110 5212-113	OVERTIME	\$ 240.50
PATROL	110 5213-111	SALARIES OF REG EMPLOYEES	\$ 60,679.74
	110 5213-113	OVERTIME	\$ 2,585.53
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEES	\$ 2,215.84
POLICE RECORDS	110 5216-111	SALARIES OF REG EMPLOYEES	\$ 1,632.79
TRAFFIC CONTROL	110 5220-111	SALARIES OF REG EMPLOYEES	\$ 840.00
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEES	\$ 2,053.47
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEES	\$ 62,885.19
	110 5241-113	OVERTIME	\$ 4,785.88
	110 5241-114	COMPENSATED ABSENCES	\$ 10,987.15
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEES	\$ 3,235.25
	110 5261-114	COMPENSATED ABSENCES	\$ 78.59
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEES	\$ 4,119.94
STREETS	110 5320-111	SALARIES OF REG EMPLOYEES	\$ 17,001.61
	110 5320-112	SALARIES OF TEMP EMPLOYEES	\$ 140.00
	110 5320-113	OVERTIME	\$ 516.31
	110 5320-114	COMPENSATED ABSENCES	\$ 1,511.87
YARD WASTE COLLECTION	110 5335-111	SALARIES OF REG EMPLOYEES	\$ 6,040.44
	110 5335-112	SALARIES OF TEMP EMPLOYEES	\$ 536.00
	110 5335-113	OVERTIME	\$ 117.48
CONSTRUCTION INSPECTION	110 5370-111	SALARIES OF REG EMPLOYEES	\$ 2,135.59
	110 5370-112	SALARIES OF TEMP. EMPLOYEES	\$ 500.00
	110 5370-113	OVERTIME	\$ 287.14
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEES	\$ 1,881.80
	110 5381-114	COMPENSATED ABSENCES	\$ 866.76
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEES	\$ 1,065.19
	110 5390-113	OVERTIME	\$ 8.66
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEES	\$ 7,407.46
LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEES	\$ 2,022.34
	110 5512-112	SALARIES OF TEMP EMPLOYEES	\$ 1,858.75
	110 5512-113	OVERTIME	\$ 262.44
CEMETERY	110 5570-111	SALARIES OF REG EMPLOYEES	\$ 2,781.15
	110 5570-112	SALARIES OF TEMP EMPLOYEES	\$ 1,960.88

*** FUND 110 TOTALS *** \$ 239,872.35

CITY OF MATTOON

9-3-10 PAYROLL

8-14-10/8-27-10

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
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	\$ 9,830.06
	211 5353-113	OVERTIME	\$ 174.83
	211 5353-114	COMPENSATED ABSENCES	\$ 62.50
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	\$ 3,623.63
	211 5354-113	OVERTIME	\$ 44.42
	211 5354-114	COMPENSATED ABSENCES	\$ 807.36
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	\$ 3,612.94
	211 5355-112	SALARIES OF TEMP EMPLOYEES	\$ 340.00
	211 5355-114	COMPENSATED ABSENCES	\$ 481.92
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	\$ 3,693.27
		*** FUND 211 TOTALS ***	\$ 22,670.93
SANITARY SEWER MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	\$ 6,448.57
	212 5342-112	SALARIES OF TEMP EMPLOYEES	\$ 70.00
	212 5342-113	OVERTIME	\$ 14.83
	212 5342-114	COMPENSATED ABSENCES	\$ 201.39
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	\$ 12,189.19
	212 5344-114	COMPENSATED ABSENCES	\$ 354.81
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	\$ 3,612.95
	212 5345-112	SALARIES OF TEMP EMPLOYEES	\$ 340.00
	212 5345-114	COMPENSATED ABSENCES	\$ 481.95
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	\$ 3,693.27
		*** FUND 212 TOTALS ***	\$ 27,406.96
		*** GRAND TOTALS ***	\$ 291,616.89

CITY OF MATTOON
9-3-10 PAYROLL
8-14-10/8-27-10

*** PAY CODE TOTALS ***

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REGULAR PAY	44		2,194.00 \$ 40,739.43
SALARY PAY	122		9,700.62 \$ 223,322.41
HOLIDAY PAY-REGULAR	32		122.7 \$ 2,672.84
VACATION PAY	10		336 \$ 7,115.69
VACATION PAY	12		199.5 \$ 4,265.19
PEHP	33		33 \$ 412.50
OVERTIME PAY	30		218 \$ 7,289.99
SHIFT PAY	4		256 \$ 153.60
SHIFT PAY	3		160 \$ 112.00
COMP PAID	3		36 \$ 791.71
COMP EARNED	2		35.25 \$ -
SICK PAY-AFSCME	6		28 \$ 696.94
SICK-FD UNION	3		65.75 \$ 1,400.01
SICK-NON UNION	4		40 \$ 758.09
STRAIGHT OT POLICE	3		71.5 \$ 1,748.03
VEHICLE EXP	1		1 \$ 138.46

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002518	FRED HONAKER	I-201008204215	110 4415-010	DEMOLITION ES:	DEMO 3116 SHELBY	103776	3,500.00
					VENDOR 01-002518 TOTALS		3,500.00
01-002527	CIGNA HEALTHCARE	I-201009024337	110 4436-010	AMBULANCE BIL:	REFUND CLAIM PAID TW 103919		576.52
					VENDOR 01-002527 TOTALS		576.52
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:		4,076.52
01-023800	CONSOLIDATED COMMUNICA	I-201008274286	110 5110-532	TELEPHONE	: 234-4633	103834	47.44
					VENDOR 01-023800 TOTALS		47.44
01-024800	IL MUNICIPAL LEAGUE	I-201009014304	110 5110-571	DUES & MEMBER:	DUES	103963	1,255.00
					VENDOR 01-024800 TOTALS		1,255.00
			DEPARTMENT 110	CITY COUNCIL	TOTAL:		1,302.44
01-023800	CONSOLIDATED COMMUNICA	I-201008254234	110 5120-532	TELEPHONE	: 235-5654	103925	248.95
					VENDOR 01-023800 TOTALS		248.95
01-024060	IL DEPT OF NATURAL RES	I-201008254236	110 5120-802	HUNTING/FISHI:	CITY CLERK 8-10/16 H 000000		17.00
					VENDOR 01-024060 TOTALS		17.00
01-024075	IL DEPT OF PUBLIC HEAL	I-201009014293	110 5120-801	VITAL RECORDS:	AUGUST VR FEES	103961	622.00
					VENDOR 01-024075 TOTALS		622.00
01-033200	MATTOON PRINTING CENTE	I-201009014297	110 5120-311	OFFICE SUPPLI:	OFFICIAL COMMISSION	103981	24.75
					VENDOR 01-033200 TOTALS		24.75

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 120 CITY CLERK

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038800	POLK CITY DIRECTORIES	I-83444938	110 5120-340	BOOKS & PERIO:	POLK DIRECTORIES	103998	282.00
							282.00
						VENDOR 01-038800 TOTALS	282.00
01-043522	STAPLES CREDIT PLAN	I-56703	110 5120-311	OFFICE SUPPLI:	OFFICE SUPPLIES	104010	51.35
							51.35
						VENDOR 01-043522 TOTALS	51.35
						DEPARTMENT 120 CITY CLERK TOTAL:	1,246.05
01-002170	BUSINESS CARD	I-201008274287	110 5130-562	TRAVEL & TRAI:	EAGLE RIDGE RESORT	103833	178.95
01-002170	BUSINESS CARD	I-201008274287	110 5130-562	TRAVEL & TRAI:	TWO MEN & A TRUCK	103833	1,951.10
01-002170	BUSINESS CARD	I-201008274287	110 5130-562	TRAVEL & TRAI:	RAMSEY RENTALS	103833	299.26
							2,429.31
						VENDOR 01-002170 TOTALS	2,429.31
						DEPARTMENT 130 CITY ADMINISTRATOR TOTAL:	2,429.31
01-023800	CONSOLIDATED COMMUNICA	I-201008254234	110 5150-532	TELEPHONE	: 235-5654	103925	51.19
							51.19
						VENDOR 01-023800 TOTALS	51.19
01-033200	MATTOON PRINTING CENTE	I-201009024330	110 5150-311	OFFICE SUPPLI:	WATER SERVICE AGR,EN	103981	104.84
							104.84
						VENDOR 01-033200 TOTALS	104.84
						DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:	156.03
01-002170	BUSINESS CARD	I-201008274287	110 5160-519	OTHER PROFESS:	ILLANDRECORDS.COM	103833	5.00
							5.00
						VENDOR 01-002170 TOTALS	5.00
01-044430	JOHN THOMAS	I-188723.100731	110 5160-579	OTHER PURCHAS:	MOWING	104014	323.00
							323.00
						VENDOR 01-044430 TOTALS	323.00
						DEPARTMENT 160 LEGAL SERVICES TOTAL:	328.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 170 COMPUTER INFO SYSTEMS

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201008274287	110 5170-325	SOFTWARE	: WEBSITE TEMPLATE	103833	79.00
					VENDOR 01-002170 TOTALS		79.00
01-023800	CONSOLIDATED COMMUNICA	I-201008204199	110 5170-854	WIDE AREA NET:	101-0937	103770	88.08
01-023800	CONSOLIDATED COMMUNICA	I-201008204214	110 5170-854	WIDE AREA NET:	101-5520	103770	88.08
					VENDOR 01-023800 TOTALS		176.16
01-028498	BRIAN JOHANPETER	I-201008254233	110 5170-562	TRAVEL & TRAI:	TRAVEL 8/12-13	103967	209.30
					VENDOR 01-028498 TOTALS		209.30
01-029825	KIRCHNER BUILDING CENT	I-41048663	110 5170-319	MISCELLANEOUS:	MPD IT OFFICE	103971	149.16
					VENDOR 01-029825 TOTALS		149.16
01-043522	STAPLES CREDIT PLAN	I-88113	110 5170-311	OFFICE SUPPLI:	OFFICE SUPPLIES	103781	87.92
					VENDOR 01-043522 TOTALS		87.92
01-049003	XEROX CORPORATION	I-048733241	110 5170-516	TECHNOLOGY SU:	FULL SERVICE MNTCE P	103849	396.00
					VENDOR 01-049003 TOTALS		396.00
				DEPARTMENT 170	COMPUTER INFO SYSTEMS	TOTAL:	1,097.54
01-001350	STATE SURPLUS PROPERTY	I-201009014311	110 5211-519	OTHER PROFESS:	ANNUAL MEMBERSHIP	104011	600.00
					VENDOR 01-001350 TOTALS		600.00
01-002170	BUSINESS CARD	I-201008274287	110 5211-540	ADVERTISING	: PHOTOBUCKET.COM	103833	2.99
					VENDOR 01-002170 TOTALS		2.99
01-005600	CATER-VEND	I-204932	110 5211-579	MISC OTHER PU:	COFFEE,SUGAR,CREAMER	103916	58.80
					VENDOR 01-005600 TOTALS		58.80

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 211 POLICE ADMINISTRATION

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020800	HAROLD'S CLEANERS	I-169336	110 5211-573	LAUNDRY SERVI:	CLEAN BLANKETS	103953	20.00
01-020800	HAROLD'S CLEANERS	I-169581	110 5211-573	LAUNDRY SERVI:	CLEAN BLANKETS	103953	27.00
01-020800	HAROLD'S CLEANERS	I-169740	110 5211-573	LAUNDRY SERVI:	CLEAN BLANKET	103953	10.00
						VENDOR 01-020800 TOTALS	57.00
01-038082	PELICAN SIGNS	I-4328	110 5211-319	MISCELLANEOUS:	MAGNETIC SIGNS	103996	60.00
						VENDOR 01-038082 TOTALS	60.00
01-038300	PERRY'S LOCKSMITH	I-54305	110 5211-319	MISCELLANEOUS:	KEY	103997	2.75
01-038300	PERRY'S LOCKSMITH	I-54313	110 5211-319	MISCELLANEOUS:	KEYS	103997	6.00
						VENDOR 01-038300 TOTALS	8.75
01-038400	PITNEY BOWES INC	I-5093316-AU10	110 5211-531	POSTAGE	: POSTAGE METER LEASE	103780	140.00
						VENDOR 01-038400 TOTALS	140.00
01-038800	POLK CITY DIRECTORIES	I-83444938	110 5211-319	MISCELLANEOUS:	POLK DIRECTORIES	103998	282.00
						VENDOR 01-038800 TOTALS	282.00
01-043522	STAPLES CREDIT PLAN	I-1832717001	110 5211-311	OFFICE SUPPLI:	OFFICE SUPPLIES	103845	62.24
01-043522	STAPLES CREDIT PLAN	I-1878558001	110 5211-311	OFFICE SUPPLI:	SHREDDER	103845	699.99
01-043522	STAPLES CREDIT PLAN	I-1878558001	110 5211-316	TOOLS & EQUIP:	SHREDDER	103845	600.00
01-043522	STAPLES CREDIT PLAN	I-1892366001	110 5211-311	OFFICE SUPPLI:	OFFICE SUPPLIES	103845	470.84
						VENDOR 01-043522 TOTALS	1,833.07
01-045820	WALMART COMMUNITY BRC	I-07656	110 5211-319	MISCELLANEOUS:	SPLENDA	104019	6.78
						VENDOR 01-045820 TOTALS	6.78
						DEPARTMENT 211 POLICE ADMINISTRATION TOTAL:	3,049.39
01-000061	HOME DEPOT	I-7036394	110 5212-319	MISCELLANEOUS:	HOME DEPOT	103956	270.56
						VENDOR 01-000061 TOTALS	270.56

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: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002468	HORIBA JOBIN YVON, INC	I-90276510	110 5212-319	MISCELLANEOUS:	CARBON BRUSH, FIBER	103957	55.43
					VENDOR 01-002468 TOTALS		55.43
01-037800	RAY O'HERRON CO	I-1019284-IN	110 5212-319	MISCELLANEOUS:	POWDER, LIFTING TAPE	104000	159.08
					VENDOR 01-037800 TOTALS		159.08
01-041990	SIRCHIE FINGER PRINT L	I-0559471-IN	110 5212-319	MISCELLANEOUS:	EVIDENCE KNIFE BOX	104005	44.91
					VENDOR 01-041990 TOTALS		44.91
01-043522	STAPLES CREDIT PLAN	I-1832717001	110 5212-319	MISCELLANEOUS:	OFFICE SUPPLIES	103845	166.47
01-043522	STAPLES CREDIT PLAN	I-1878558001	110 5212-319	MISCELLANEOUS:	SHREDDER	103845	600.00
01-043522	STAPLES CREDIT PLAN	I-89569	110 5212-319	MISCELLANEOUS:	OFFICE SUPPLIES	103845	134.93
					VENDOR 01-043522 TOTALS		901.40
DEPARTMENT 212 CRIMINAL INVESTIGATION TOTAL:							1,431.38
01-002178	AFIX TECHNOLOGIES, INC	I-100812-10	110 5213-579	MISC OTHER PU:	AFIX TRACKER SUPPORT	103894	5,550.00
					VENDOR 01-002178 TOTALS		5,550.00
01-043522	STAPLES CREDIT PLAN	I-1878558001	110 5213-319	MISCELLANEOUS:	SHREDDER	103845	600.00
					VENDOR 01-043522 TOTALS		600.00
DEPARTMENT 213 PATROL TOTAL:							6,150.00
01-004400	BURGER KING	I-201008254245	110 5217-330	FOOD	: PRISONER MEALS 7/10	103913	6.38
					VENDOR 01-004400 TOTALS		6.38
DEPARTMENT 217 CUSTODY OF PRISONERS TOTAL:							6.38

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 222 COMMUNICATION SERVICES

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001620	VERIZON WIRELESS	I-2445078379	110 5222-533	CELLULAR PHON: MOBILES		104017	700.67
					VENDOR 01-001620 TOTALS		700.67
01-002019	BARBECK COMMUNICATIONS	I-419440	110 5222-535	RADIOS	: BARBECK MAINTENANCE	103903	245.75
					VENDOR 01-002019 TOTALS		245.75
01-023800	CONSOLIDATED COMMUNICA	I-201008204200	110 5222-532	TELEPHONE	: 101-0983	103770	345.48
01-023800	CONSOLIDATED COMMUNICA	I-201008204201	110 5222-532	TELEPHONE	: 045-2243	103770	58.13
01-023800	CONSOLIDATED COMMUNICA	I-201009014312	110 5222-532	TELEPHONE	: 235-2677	103925	1,632.08
					VENDOR 01-023800 TOTALS		2,035.69
DEPARTMENT 222 COMMUNICATION SERVICES						TOTAL:	2,982.11
01-001402	JEFF STANDARD	I-201008254244	110 5223-326	FUEL	: MILEAGE 8/9/10	104009	12.00
					VENDOR 01-001402 TOTALS		12.00
01-002019	BARBECK COMMUNICATIONS	I-200860	110 5223-434	REPAIR OF VEH: INSTALL A NEW GUN LO		103903	142.50
					VENDOR 01-002019 TOTALS		142.50
01-002958	BATTERY SPECIALISTS, I	I-89305	110 5223-318	VEHICLE PARTS: BATTERY SPECIALISTS,		103905	105.00
01-002958	BATTERY SPECIALISTS, I	I-89541	110 5223-318	VEHICLE PARTS: 2L11 BATTERY		103905	105.00
					VENDOR 01-002958 TOTALS		210.00
01-009075	CUSD #2 TRANSPORTATION	I-201008254231	110 5223-326	FUEL	: POLICE DEPT FUEL 7/1	103928	5,900.31
					VENDOR 01-009075 TOTALS		5,900.31
01-013900	D-R AUTO BODY SHOP	I-201008254246	110 5223-434	REPAIR OF VEH: REMOVE STRIPE KIT		103929	300.00
					VENDOR 01-013900 TOTALS		300.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 223 AUTOMOTIVE SERVICES

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016000	FARM PLAN	I-3849535	110 5223-319	MISCELLANEOUS:	CAR WASH	103942	3.99
							<hr/>
				VENDOR 01-016000	TOTALS		3.99
01-017000	FIRE EQUIPMENT SERVICE	I-95783	110 5223-319	MISCELLANEOUS:	EXTINGUISHER MNTCE	103943	43.18
							<hr/>
				VENDOR 01-017000	TOTALS		43.18
01-018950	THE GLASS CUTTERS	I-12014157	110 5223-434	REPAIR OF VEH:	WINDOW IN COMMAND TR	104013	89.58
							<hr/>
				VENDOR 01-018950	TOTALS		89.58
01-039600	NEAL TIRE & AUTO SERVI	I-201009014313	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	103988	750.27
							<hr/>
				VENDOR 01-039600	TOTALS		750.27
01-041000	SECRETARY OF STATE	I-201008254243	110 5223-319	MISCELLANEOUS:	RENEW STICKERS	104003	198.00
							<hr/>
				VENDOR 01-041000	TOTALS		198.00
							<hr/>
				DEPARTMENT 223	AUTOMOTIVE SERVICES	TOTAL:	7,649.83
01-001408	INDUSTRIAL MECHANICAL	I-4825	110 5224-432	REPAIR OF BUI:	8/20 SERVICE	103964	278.70
							<hr/>
				VENDOR 01-001408	TOTALS		278.70
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5224-321	NATURAL GAS &:	1700 WABASH	103896	4,150.18
							<hr/>
				VENDOR 01-002194	TOTALS		4,150.18
01-008600	COLES MOULTRIE ELECTRI	I-201008204202	110 5224-322	ELECTRICITY :	PISTOL RANGE	103769	52.96
							<hr/>
				VENDOR 01-008600	TOTALS		52.96
01-009000	COMMERCIAL ELECTRIC	I-24742001	110 5224-432	REPAIR OF BUI:	INSTALL LITE & OUTLE	103924	1,452.09
							<hr/>
				VENDOR 01-009000	TOTALS		1,452.09

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 224 POLICE BUILDINGS

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-026400	INDUSTRIAL SERVICES OF	I-18031	110 5224-432	REPAIR OF BUI:	UNIT EXTENSION	103965	130.35
							130.35
						VENDOR 01-026400 TOTALS	130.35
01-033800	MATTOON WATER DEPT	I-201008104125	110 5224-410	UTILITY SERVI:	221 S 17TH	000000	32.64
01-033800	MATTOON WATER DEPT	I-201008104126	110 5224-410	UTILITY SERVI:	1710 WABASH	000000	248.44
							281.08
						VENDOR 01-033800 TOTALS	281.08
						DEPARTMENT 224 POLICE BUILDINGS TOTAL:	6,345.36

01-014228	EAST CENTRAL IL TASK F	I-201008274267	110 5229-821	INTERGOVERNME:	TRFR OF FUNDS	103836	27,842.00
							27,842.00
						VENDOR 01-014228 TOTALS	27,842.00
						DEPARTMENT 229 AREA CRIME TASK FORCE TOTAL:	27,842.00

01-011650	DECATUR ELECTRONICS	I-00193254	110 5233-319	MISCELLANEOUS:	RADAR CERTIFICATION	103933	315.00
							315.00
						VENDOR 01-011650 TOTALS	315.00
						DEPARTMENT 233 DUI ASSESSMENT EXPENDS TOTAL:	315.00

01-000360	ACS	I-566654	110 5241-541	SOFTWARE	: FIREHOUSE SOFTWARE S	103766	1,963.34
							1,963.34
						VENDOR 01-000360 TOTALS	1,963.34
01-000550	ALEXANDERS AUTO PARTS	I-201009024340	110 5241-434	REPAIR OF VEH:	ADHESIVE,OIL	103895	24.16
01-000550	ALEXANDERS AUTO PARTS	I-201009024340	110 5241-319	MISCELLANEOUS:	ADHESIVE,OIL	103895	3.05
							27.21
						VENDOR 01-000550 TOTALS	27.21
01-000577	GLOBAL EMERGENCY PRODU	I-AG21956	110 5241-434	REPAIR OF VEH:	VALVE KIT REPAIR	103948	57.08
							57.08
						VENDOR 01-000577 TOTALS	57.08

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-201008204203	110 5241-321	NATURAL GAS &: 1801 PRAIRIE		103767	77.18
01-001070	AMERENCIPS	I-201009014309	110 5241-321	NATURAL GAS &: ADD'L CURRENT		103897	196.55
				VENDOR 01-001070	TOTALS		273.73
01-001395	CITY OF CHARLESTON	I-2010-00000004	110 5241-578	AMBULANCE BIL: AMBULANCE INVOICING		103920	625.00
				VENDOR 01-001395	TOTALS		625.00
01-001398	IL FIRE CHIEFS ASSOCIA	I-201008254232	110 5241-571	DUE & MEMBERS: 2010 DUES		103962	200.00
				VENDOR 01-001398	TOTALS		200.00
01-001582	AUTO, TRUCK AND FARM R	I-32781	110 5241-434	REPAIR OF VEH: REPLACE SWAY BAR LIN		103900	65.23
				VENDOR 01-001582	TOTALS		65.23
01-001984	BOUND TREE MEDICAL, LL	I-87174848	110 5241-313	MEDICAL & SAF: MEDICAL SUPPLIES		103912	559.82
01-001984	BOUND TREE MEDICAL, LL	I-87179246	110 5241-313	MEDICAL & SAF: MEDICAL SUPPLIES		103912	71.44
				VENDOR 01-001984	TOTALS		631.26
01-002170	BUSINESS CARD	I-201008274287	110 5241-319	MISCELLANEOUS: COUNTY MARKET		103833	12.09
01-002170	BUSINESS CARD	I-201008274287	110 5241-562	TRAVEL & TRAI: RISTORANTE TUSCANO		103833	12.55
				VENDOR 01-002170	TOTALS		24.64
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5241-321	NATURAL GAS &: 2700 MARSHALL		103896	244.65
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5241-321	NATURAL GAS &: 1801 PRAIRIE		103896	47.62
				VENDOR 01-002194	TOTALS		292.27
01-002958	BATTERY SPECIALISTS, I	I-89358	110 5241-434	REPAIR OF VEH: BATTERY SPECIALISTS,		103905	64.95
01-002958	BATTERY SPECIALISTS, I	I-89448	110 5241-434	REPAIR OF VEH: E23 BATTERY & CHARGE		103905	47.95
01-002958	BATTERY SPECIALISTS, I	I-89767	110 5241-319	MISCELLANEOUS: BATTERY SPECIALISTS,		103905	46.75
				VENDOR 01-002958	TOTALS		159.65

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-015410	EZ PARCEL & BUSINESS S	I-68786	110 5241-531	POSTAGE	: SHIPPING	103941	11.78
							11.78
						VENDOR 01-015410 TOTALS	11.78
01-016000	FARM PLAN	I-3846192	110 5241-562	TRAVEL & TRAI:	DISH DETERGENT	103837	62.91
							62.91
						VENDOR 01-016000 TOTALS	62.91
01-017000	FIRE EQUIPMENT SERVICE	I-94762	110 5241-433	REPAIR OF MAC:	EXTINGUISHER MNTCE	103943	242.75
							242.75
						VENDOR 01-017000 TOTALS	242.75
01-018042	GALLS, AN ARAMARK COMP	I-510743943	110 5241-315	UNIFORMS & CL:	BOOTS	103946	68.99
							68.99
						VENDOR 01-018042 TOTALS	68.99
01-020800	HAROLD'S CLEANERS	I-169616	110 5241-573	LAUNDRY SERVI:	CLEAN TURNOUT GEAR	103953	60.00
							60.00
						VENDOR 01-020800 TOTALS	60.00
01-023800	CONSOLIDATED COMMUNICA	I-201008204204	110 5241-532	TELEPHONE	: 234-2448	103770	37.76
01-023800	CONSOLIDATED COMMUNICA	I-201008274283	110 5241-532	TELEPHONE	: 235-0924	103834	47.21
01-023800	CONSOLIDATED COMMUNICA	I-201008274284	110 5241-532	TELEPHONE	: 235-0947	103834	40.52
01-023800	CONSOLIDATED COMMUNICA	I-201009014314	110 5241-532	TELEPHONE	: 235-0931	103925	41.39
01-023800	CONSOLIDATED COMMUNICA	I-201009014315	110 5241-532	TELEPHONE	: 234-2442	103925	49.81
01-023800	CONSOLIDATED COMMUNICA	I-201009014316	110 5241-532	TELEPHONE	: 235-0933	103925	37.58
							254.27
						VENDOR 01-023800 TOTALS	254.27
01-030000	KULL LUMBER CO	I-201009024339	110 5241-432	REPAIR OF BUI:	FITTINGS	103973	5.16
							5.16
						VENDOR 01-030000 TOTALS	5.16
01-031000	LORENZ SUPPLY CO.	I-249609	110 5241-312	CLEANING SUPP:	TISSUE,TOWELS,WIPES,	103976	291.42
01-031000	LORENZ SUPPLY CO.	I-250492	110 5241-312	CLEANING SUPP:	MINERAL SHOCK	103976	11.88
01-031000	LORENZ SUPPLY CO.	I-250541	110 5241-312	CLEANING SUPP:	SPRAYER,TRIGGER	103976	11.40
							314.70
						VENDOR 01-031000 TOTALS	314.70

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-036080	MUNICIPAL EMERGENCY SE	I-00182534SNV	110 5241-319	MISCELLANEOUS: MUNICIPAL EMERGENCY		103987	800.00
					VENDOR 01-036080 TOTALS		800.00
01-043522	STAPLES CREDIT PLAN	I-88678	110 5241-311	OFFICE SUPPLI: OFFICE SUPPLIES		104010	3.99
					VENDOR 01-043522 TOTALS		3.99
DEPARTMENT 241 FIRE PROTECTION ADMIN.						TOTAL:	6,143.96
01-005640	CDW GOVERNMENT	I-THW7781	110 5243-319	MISCELLANEOUS: CAMERA SHOE CORD		103917	78.87
					VENDOR 01-005640 TOTALS		78.87
DEPARTMENT 243 FIRE PREVENTION						TOTAL:	78.87
01-001381	MATT FREDERICK	I-201009034347	110 5261-564	PRIVATE VEHIC: MILEAGE 8/2-31		103945	105.00
					VENDOR 01-001381 TOTALS		105.00
01-002532	JOSHUA D EVANS	I-201009034348	110 5261-564	PRIVATE VEHIC: MILEAGE 8/9-31		103940	75.00
					VENDOR 01-002532 TOTALS		75.00
01-039210	VEOLIA ES SOLID WASTE	I-F50000214314	110 5261-577	DEMOLITION SE: 309 N 11TH		103784	459.10
01-039210	VEOLIA ES SOLID WASTE	I-F50000214346	110 5261-577	DEMOLITION SE: 309 N 11TH		103847	527.70
					VENDOR 01-039210 TOTALS		986.80
01-043522	STAPLES CREDIT PLAN	I-56703	110 5261-311	OFFICE SUPPLI: OFFICE SUPPLIES		104010	5.55
01-043522	STAPLES CREDIT PLAN	I-F171383001	110 5261-311	OFFICE SUPPLI: DIGITAL CAMERA		103781	317.99
01-043522	STAPLES CREDIT PLAN	I-F171383002	110 5261-311	OFFICE SUPPLI: SDHC CARD		103781	1.99
					VENDOR 01-043522 TOTALS		325.53
01-045820	WALMART COMMUNITY BRC	I-01657	110 5261-319	MISCELLANEOUS: CAMERA		103848	116.76
					VENDOR 01-045820 TOTALS		116.76
DEPARTMENT 261 CODE ENFORCEMENT ADMIN						TOTAL:	1,609.09

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 310 PUBLIC WORKS ADMIN

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001620	VERIZON WIRELESS	I-2445078379	110 5310-533	CELLULAR PHON: MOBILES		104017	591.40
					VENDOR 01-001620 TOTALS		591.40
01-002086	ROY OVERTON TRUCKING	I-2132	110 5310-519	OTHER PROFESS: MOVE TUB GRINDER & C	104002		575.00
					VENDOR 01-002086 TOTALS		575.00
DEPARTMENT 310 PUBLIC WORKS ADMIN						TOTAL:	1,166.40
01-001070	AMERENCIPS	I-201009014309	110 5320-321	NATURAL GAS &: ADD'L CURRENT		103897	270.29
					VENDOR 01-001070 TOTALS		270.29
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5320-321	NATURAL GAS &: 212 N 12TH		103896	6.79
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5320-321	NATURAL GAS &: 221 N 12TH		103896	404.47
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5320-321	NATURAL GAS &: 1321 RICHMOND		103896	2.74
					VENDOR 01-002194 TOTALS		414.00
01-002529	WILLIAM BEESE	I-1111	110 5320-519	OTHER PROFESS: CLEANING STREET DEPT	103907		46.67
					VENDOR 01-002529 TOTALS		46.67
01-003095	CARQUEST OF MATTOON	I-201008254248	110 5320-319	MISCELLANEOUS: PARTS, TRAINING		103915	8.64
01-003095	CARQUEST OF MATTOON	I-201008254248	110 5320-316	TOOLS AND EQU: PARTS, TRAINING		103915	10.25
01-003095	CARQUEST OF MATTOON	I-201008254248	110 5320-562	TRAVEL & TRAI: PARTS, TRAINING		103915	144.00
01-003095	CARQUEST OF MATTOON	I-201008254248	110 5320-318	VEHICLE PARTS: PARTS, TRAINING		103915	303.74
					VENDOR 01-003095 TOTALS		466.63
01-003206	BIRKEYS	I-P18111	110 5320-318	VEHICLE PARTS: LOADER HOSE, OIL		103908	47.42
01-003206	BIRKEYS	I-P18310	110 5320-318	VEHICLE PARTS: SEAT ASSEMBLY		103908	288.33
01-003206	BIRKEYS	I-P18374	110 5320-318	VEHICLE PARTS: SHOCK MOUNT, SCREW		103908	56.32
01-003206	BIRKEYS	I-P18501	110 5320-318	VEHICLE PARTS: CAB DOOR, CYLINDER		103908	546.33
01-003206	BIRKEYS	I-P18605	110 5320-318	VEHICLE PARTS: HANDLE, SEAL		103908	37.91
01-003206	BIRKEYS	I-P18707	110 5320-318	VEHICLE PARTS: HANDLE		103908	194.60
01-003206	BIRKEYS	I-P18713	110 5320-318	VEHICLE PARTS: NUT		103908	3.96
01-003206	BIRKEYS	I-P18717	110 5320-318	VEHICLE PARTS: BIRKEYS		103908	18.95

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003206	BIRKEYS	I-W03968	110 5320-433	REPAIR OF MAC:	REPAIR WHEEL LOADER	103909	55.78
						VENDOR 01-003206 TOTALS	1,249.60
01-009075	CUSD #2 TRANSPORTATION	I-201009014323	110 5320-321	NATURAL GAS &:	FUEL 7/1-31 LEGAL/FI	103928	79.90
						VENDOR 01-009075 TOTALS	79.90
01-011600	DEBUHR'S SEED STORE	I-28579	110 5320-319	MISCELLANEOUS:	GRASS SEED	103932	79.90
01-011600	DEBUHR'S SEED STORE	I-28659	110 5320-319	MISCELLANEOUS:	GRASS SEED	103932	69.95
01-011600	DEBUHR'S SEED STORE	I-28799	110 5320-319	MISCELLANEOUS:	GRASS SEED	103932	139.90
						VENDOR 01-011600 TOTALS	289.75
01-014115	DUNN'S I-57 MARATHON	I-62106	110 5320-519	OTHER PROFESS:	TOW FOR ROAD WORK	103937	40.00
01-014115	DUNN'S I-57 MARATHON	I-62107	110 5320-519	OTHER PROFESS:	TOW FOR ROADWORK	103937	40.00
01-014115	DUNN'S I-57 MARATHON	I-62108	110 5320-519	OTHER PROFESS:	TOW FOR ROAD WORK	103937	40.00
01-014115	DUNN'S I-57 MARATHON	I-62109	110 5320-519	OTHER PROFESS:	TOW FOR ROAD WORK	103937	40.00
						VENDOR 01-014115 TOTALS	160.00
01-018950	THE GLASS CUTTERS	I-014113	110 5320-318	VEHICLE PARTS:	INSTALL GLASS	104013	70.00
01-018950	THE GLASS CUTTERS	I-I2014179	110 5320-319	MISCELLANEOUS:	PLEXIGLASS	104013	120.00
						VENDOR 01-018950 TOTALS	190.00
01-022400	HOWELL ASPHALT CO	I-7159MB	110 5320-359	OTHER STREET :	HOWELL ASPHALT CO	103958	300.00
01-022400	HOWELL ASPHALT CO	I-7202MB	110 5320-359	OTHER STREET :	HOWELL ASPHALT CO	103958	300.00
01-022400	HOWELL ASPHALT CO	I-7203MB	110 5320-359	OTHER STREET :	HOWELL ASPHALT CO	103958	900.00
01-022400	HOWELL ASPHALT CO	I-7204MB	110 5320-359	OTHER STREET :	HOWELL ASPHALT CO	103958	975.75
						VENDOR 01-022400 TOTALS	2,475.75
01-023800	CONSOLIDATED COMMUNICA	I-201008274253	110 5320-532	TELEPHONE :	235-5663	103834	37.56
01-023800	CONSOLIDATED COMMUNICA	I-201008274254	110 5320-532	TELEPHONE :	235-5171	103834	227.68
01-023800	CONSOLIDATED COMMUNICA	I-201008274255	110 5320-532	TELEPHONE :	235-5460	103834	40.38
						VENDOR 01-023800 TOTALS	305.62

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-028977	JULIE INC	I-07-10-0981	110 5320-532	TELEPHONE	: JULY MESSAGES	103969	185.00
						VENDOR 01-028977 TOTALS	185.00
01-033800	MATTOON WATER DEPT	I-201008104119	110 5320-410	UTILITY SERVI:	212 N 12TH	000000	8.14
01-033800	MATTOON WATER DEPT	I-201008104120	110 5320-410	UTILITY SERVI:	221 N 12TH	000000	56.23
						VENDOR 01-033800 TOTALS	64.37
01-040302	TIM RITTER	I-201009014292	110 5320-313	MEDICAL & SAF:	REIMBURSE BOOTS	104001	42.87
						VENDOR 01-040302 TOTALS	42.87
01-043522	STAPLES CREDIT PLAN	I-18573	110 5320-311	OFFICE SUPPLI:	OFFICE SUPPLIES	103845	19.43
						VENDOR 01-043522 TOTALS	19.43
						DEPARTMENT 320 STREETS TOTAL:	6,259.88
01-006790	CLARKE MOSQUITO CONTRO	I-5042690	110 5332-314	CHEMICALS	: MOSQUITO CONTROL	103921	927.96
						VENDOR 01-006790 TOTALS	927.96
						DEPARTMENT 332 MOSQUITO ABATEMENT TOTAL:	927.96
01-033800	MATTOON WATER DEPT	I-201008104099	110 5335-410	UTILITY SERVI:	420 LOGAN	000000	26.02
						VENDOR 01-033800 TOTALS	26.02
						DEPARTMENT 335 YARD WASTE COLLECTION TOTAL:	26.02
01-039210	VEOLIA ES SOLID WASTE	I-F50000209258	110 5338-421	DISPOSAL SERV:	TRASH SERVICES	103784	1,049.83
						VENDOR 01-039210 TOTALS	1,049.83
						DEPARTMENT 338 REFUSE COLLECT & DISPOSAL TOTAL:	1,049.83

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 370 CONSTRUCTION INSPECTION

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000002	RAPID REPRODUCTIONS IN	I-69015	110 5370-316	TOOLS & EQUIP:	SURVEY EQUIPMENT	103999	120.49
						VENDOR 01-000002 TOTALS	120.49
						DEPARTMENT 370 CONSTRUCTION INSPECTION TOTAL:	120.49
01-001070	AMERENCIPS	I-201009014309	110 5381-321	NATURAL GAS &:	ADD'L CURRENT	103897	869.06
						VENDOR 01-001070 TOTALS	869.06
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5381-321	NATURAL GAS &:	CITY HALL	103896	1,748.88
						VENDOR 01-002194 TOTALS	1,748.88
						DEPARTMENT 381 CUSTODIAL SERVICES TOTAL:	2,617.94
01-001070	AMERENCIPS	I-201009014309	110 5383-321	NATURAL GAS &:	ADD'L CURRENT	103897	121.49
						VENDOR 01-001070 TOTALS	121.49
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5383-321	NATURAL GAS &:	BURGESS	103896	194.29
						VENDOR 01-002194 TOTALS	194.29
01-033800	MATTOON WATER DEPT	I-201008104073	110 5383-410	UTILITY SERVI:	1701 WABASH	000000	24.65
						VENDOR 01-033800 TOTALS	24.65
						DEPARTMENT 383 BURGESS OSBORNE TOTAL:	340.43
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5384-321	NATURAL GAS &:	1718 B'DWAY	103896	78.13
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5384-321	NATURAL GAS &:	1718 B'DWAY	103896	40.77
						VENDOR 01-002194 TOTALS	118.90
						DEPARTMENT 384 RAILROAD DEPOT TOTAL:	118.90

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 505 ARTS COUNCIL

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002466	COLLIN WADE RICHEY	I-201008274272	110 5505-579	MISC OTHER PU:	HEALING FOLK FEST	103842	100.00
					VENDOR 01-002466 TOTALS		100.00
01-002521	ALTHEA PENDERGAST	I-201008274269	110 5505-579	MISC OTHER PU:	HEALING FOLK FEST	103841	100.00
					VENDOR 01-002521 TOTALS		100.00
01-002522	WENDY MEYER	I-201008274270	110 5505-579	MISC OTHER PU:	HEALING FOLK FEST	103840	100.00
					VENDOR 01-002522 TOTALS		100.00
01-002523	JORDAN SCHILLING	I-201008274271	110 5505-579	MISC OTHER PU:	HEALING FOLK FEST	103844	100.00
					VENDOR 01-002523 TOTALS		100.00
01-002524	JEREMY TAYLOR	I-201008274273	110 5505-579	MISC OTHER PU:	HEALING FOLK FEST	103846	100.00
					VENDOR 01-002524 TOTALS		100.00
01-002525	JIM DONAHO	I-201008274274	110 5505-579	MISC OTHER PU:	HEALING FOLK FEST	103835	50.00
					VENDOR 01-002525 TOTALS		50.00
01-002526	RUTH RIEGEL	I-201008274275	110 5505-579	MISC OTHER PU:	HEALING FOLK FEST	103843	75.00
					VENDOR 01-002526 TOTALS		75.00
01-002530	I SING THE BODY ELECTR	I-201009024342	110 5505-579	MISC OTHER PU:	DONATION-DONNA HUDSO	103960	200.00
					VENDOR 01-002530 TOTALS		200.00
DEPARTMENT 505 ARTS COUNCIL						TOTAL:	825.00
01-000550	ALEXANDERS AUTO PARTS	I-201009014306	110 5511-433	REPAIR OF MAC:	FUEL FILTERS,OIL,FUE	103895	88.00
					VENDOR 01-000550 TOTALS		88.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 511 PARK ADMINISTRATION

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002056	NICK & STACEY'S HOUSE	I-8025	110 5511-316	TOOLS & EQUIP: NICK & STACEY'S HOUS		103989	7.00
				VENDOR 01-002056	TOTALS		7.00
01-002067	SPORT SUPPLY GROUP, IN	I-93636176	110 5511-825	TOURISM GRANT: SPORTS COOL MISTER		104007	953.54
				VENDOR 01-002067	TOTALS		953.54
01-003206	BIRKEYS	I-P17526	110 5511-433	REPAIR OF MAC: REPAIR HYDRAULIC HOS		103908	14.84
01-003206	BIRKEYS	I-P18061	110 5511-433	REPAIR OF MAC: REPAIR HYDRAULIC HOS		103908	14.84
01-003206	BIRKEYS	I-P18550	110 5511-433	REPAIR OF MAC: HYDRAULIC HOSE REPAI		103908	15.97
01-003206	BIRKEYS	I-P19065	110 5511-433	REPAIR OF MAC: DRIVE BELT		103908	79.22
01-003206	BIRKEYS	I-P19068	110 5511-433	REPAIR OF MAC: FAN PUMP BELT		103909	12.80
01-003206	BIRKEYS	I-P19196	110 5511-433	REPAIR OF MAC: MOWER PARTS		103909	63.10
01-003206	BIRKEYS	I-W03863	110 5511-433	REPAIR OF MAC: MOWER REPAIRS		103909	160.82
				VENDOR 01-003206	TOTALS		361.59
01-009075	CUSD #2 TRANSPORTATION	I-201009024343	110 5511-326	FUEL	: PARK FUEL 8/1-31	103928	96.21
				VENDOR 01-009075	TOTALS		96.21
01-023800	CONSOLIDATED COMMUNICA	I-201009024338	110 5511-532	TELEPHONE	: 234-3611	103925	69.77
				VENDOR 01-023800	TOTALS		69.77
01-035150	MIDAS AUTO SERVICE EXP	I-229344	110 5511-433	REPAIR OF MAC: BREAK LINE REPAIR		103984	194.87
01-035150	MIDAS AUTO SERVICE EXP	I-229729	110 5511-434	REPAIR OF VEH: 95 FORD F-150 REPAIR		103984	639.47
				VENDOR 01-035150	TOTALS		834.34
				DEPARTMENT 511	PARK ADMINISTRATION	TOTAL:	2,410.45
01-001756	LAKE SARA MARINA	I-4209	110 5512-434	REPAIR OF VEH: BLOWER		103975	25.95
				VENDOR 01-001756	TOTALS		25.95
01-024060	IL DEPT OF NATURAL RES	I-201008254240	110 5512-802	HUNTING/FISHI: LAKE 8-10/16 HUNT/FI		000000	45.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 512 LAKE ADMINISTRATION

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-024060	IL DEPT OF NATURAL RES	I-201009014303	110 5512-802	HUNTING/FISHI:	LAKE HUNT/FISH 8-17/	000000	90.00
						VENDOR 01-024060 TOTALS	135.00
01-024101	IL DEPARTMENT OF REVEN	I-201008254241	110 5512-803	SALES TAX REM:	JULY SALES TAX	000000	927.00
						VENDOR 01-024101 TOTALS	927.00
						DEPARTMENT 512 LAKE ADMINISTRATION TOTAL:	1,087.95
01-033800	MATTOON WATER DEPT	I-201008104084	110 5521-410	UTILITY SERVI:	418 RICHMOND	000000	172.26
						VENDOR 01-033800 TOTALS	172.26
01-044325	TERMINIX	I-338132	110 5521-436	PEST CONTROL :	PEST CONTROL	104012	55.00
						VENDOR 01-044325 TOTALS	55.00
						DEPARTMENT 521 DEMARS CENTER TOTAL:	227.26
01-000061	HOME DEPOT	I-96408	110 5541-319	MISCELLANEOUS:	HOME DEPOT	103956	36.81
						VENDOR 01-000061 TOTALS	36.81
01-001070	AMERENCIPS	I-201009014309	110 5541-321	NATURAL GAS &:	ADD'L CURRENT	103897	112.22
						VENDOR 01-001070 TOTALS	112.22
01-002056	NICK & STACEY'S HOUSE	I-8073	110 5541-319	MISCELLANEOUS:	GRAFFITI REMOVER	103989	34.50
01-002056	NICK & STACEY'S HOUSE	I-8262	110 5541-319	MISCELLANEOUS:	PRESSBOX PAINT	103989	67.30
						VENDOR 01-002056 TOTALS	101.80
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5541-410	UTILITY SERVI:	PETERSON PARK	103896	594.16
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5541-410	UTILITY SERVI:	PETERSON PARK	103896	227.52
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5541-410	UTILITY SERVI:	PETERSON PARK	103896	186.40
						VENDOR 01-002194 TOTALS	1,008.08

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 541 PETERSON PARK

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002528	DAVE ROEPKE PAINTING I	I-201009014325	110 5541-432	REPAIR OF BUI:	BAND SHELL STAINING	103930	2,826.00
						VENDOR 01-002528 TOTALS	2,826.00
01-020803	HARRELSON PLUMBING & H	I-13488	110 5541-440	RENTALS	: POTTY RENTAL	103954	320.00
01-020803	HARRELSON PLUMBING & H	I-13493	110 5541-432	REPAIR OF BUI:	REPAIR WATER LEAK	103954	70.00
						VENDOR 01-020803 TOTALS	390.00
01-031402	M & M PUMP SUPPLY INC	I-588797	110 5541-432	REPAIR OF BUI:	SPRINKLER REPAIRS	103977	6.53
						VENDOR 01-031402 TOTALS	6.53
01-033800	MATTOON WATER DEPT	I-201008104078	110 5541-410	UTILITY SERVI:	500 B'DWAY SHED	000000	183.42
01-033800	MATTOON WATER DEPT	I-201008104079	110 5541-410	UTILITY SERVI:	500 B'DWAY	000000	197.42
01-033800	MATTOON WATER DEPT	I-201008104080	110 5541-410	UTILITY SERVI:	500 B'DWAY	000000	14.17
01-033800	MATTOON WATER DEPT	I-201008104081	110 5541-410	UTILITY SERVI:	305 RICHMOND	000000	407.69
01-033800	MATTOON WATER DEPT	I-201008104082	110 5541-410	UTILITY SERVI:	307 RICHMOND	000000	423.04
01-033800	MATTOON WATER DEPT	I-201008104083	110 5541-410	UTILITY SERVI:	301 RICHMOND	000000	468.77
						VENDOR 01-033800 TOTALS	1,694.51
01-044325	TERMINIX	I-338143	110 5541-432	REPAIR OF BUI:	PEST CONTROL	104012	55.00
						VENDOR 01-044325 TOTALS	55.00
						DEPARTMENT 541 PETERSON PARK TOTAL:	6,230.95
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5542-321	NATURAL GAS &:	LAWSON PARK	103896	98.68
						VENDOR 01-002194 TOTALS	98.68
01-033800	MATTOON WATER DEPT	I-201008124145	110 5542-410	UTILITY SERVI:	BASEBALL DIAMOND	000000	375.06
						VENDOR 01-033800 TOTALS	375.06
						DEPARTMENT 542 LAWSON PARK TOTAL:	473.74

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 544 CUNNINGHAM PARK

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-201008274279	110 5544-321	NATURAL GAS &	1200 CHAMPAIGN	103832	35.53
						VENDOR 01-001070 TOTALS	35.53
						DEPARTMENT 544 CUNNINGHAM PARK TOTAL:	35.53
01-001070	AMERENCIPS	I-201008274280	110 5551-321	NATURAL GAS &	312 N 10TH	103832	258.82
						VENDOR 01-001070 TOTALS	258.82
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5551-321	NATURAL GAS &	BOYS COMPLEX	103896	433.11
						VENDOR 01-002194 TOTALS	433.11
01-033800	MATTOON WATER DEPT	I-201008104077	110 5551-410	UTILITY SERVI:	801 SHELBY	000000	1,663.46
						VENDOR 01-033800 TOTALS	1,663.46
						DEPARTMENT 551 BOYS COMPLEX TOTAL:	2,355.39
01-001070	AMERENCIPS	I-201008274276	110 5552-321	NATURAL GAS &	311 N 6TH	103832	263.65
01-001070	AMERENCIPS	I-201008274277	110 5552-321	NATURAL GAS &	311 N 6TH	103832	40.33
						VENDOR 01-001070 TOTALS	303.98
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5552-321	NATURAL GAS &	GIRLS COMPLEX	103896	433.11
						VENDOR 01-002194 TOTALS	433.11
01-033800	MATTOON WATER DEPT	I-201008104076	110 5552-410	UTILITY SERVI:	713 SHELBY	000000	576.17
						VENDOR 01-033800 TOTALS	576.17
						DEPARTMENT 552 GIRLS COMPLEX TOTAL:	1,313.26
01-001070	AMERENCIPS	I-201008274281	110 5553-321	NATURAL GAS &	421 SHELBY	103832	257.75
						VENDOR 01-001070 TOTALS	257.75

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 553 JR FOOTBALL COMPLEX

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002056	NICK & STACEY'S HOUSE	I-8508	110 5553-319	MISCELLANEOUS:	JFL FIELD PAINT	103989	78.00
							78.00
						VENDOR 01-002056 TOTALS	78.00
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5553-321	NATURAL GAS &:	JFL	103896	431.05
							431.05
						VENDOR 01-002194 TOTALS	431.05
01-033800	MATTOON WATER DEPT	I-201008104075	110 5553-410	UTILITY SERVI:	421 SHELBY	000000	278.23
							278.23
						VENDOR 01-033800 TOTALS	278.23
						1,045.03	
DEPARTMENT 553 JR FOOTBALL COMPLEX						TOTAL:	1,045.03
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5555-321	NATURAL GAS &:	KINZEL FIELD	103896	88.27
							88.27
						VENDOR 01-002194 TOTALS	88.27
						88.27	
DEPARTMENT 555 KINZEL FIELD						TOTAL:	88.27
01-001070	AMERENCIPS	I-201008274278	110 5556-321	NATURAL GAS &:	221 SHELBY	103832	135.72
							135.72
						VENDOR 01-001070 TOTALS	135.72
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	110 5556-321	NATURAL GAS &:	T-BALL COMPLEX	103896	198.80
							198.80
						VENDOR 01-002194 TOTALS	198.80
						334.52	
DEPARTMENT 556 T-BALL COMPLEX						TOTAL:	334.52
01-030065	LAKE MATTOON PUBLIC WA	I-201009024334	110 5561-410	UTILITY SERVI:	CAMPGROUND EAST	103974	637.20
							637.20
						VENDOR 01-030065 TOTALS	637.20
						637.20	
DEPARTMENT 561 EAST CAMPGROUND						TOTAL:	637.20

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 562 WEST CAMPGROUND

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030065	LAKE MATTOON PUBLIC WA	I-201009024335	110 5562-410	UTILITY SERVI:	CAMPGROUND WEST	103974	231.00
						VENDOR 01-030065 TOTALS	231.00
						DEPARTMENT 562 WEST CAMPGROUND TOTAL:	231.00
01-000481	PANA BAIT CO	I-2568758	110 5563-317	CONCESSION & :	CONCESSIONS	103993	354.70
01-000481	PANA BAIT CO	I-2568973	110 5563-317	CONCESSION & :	CONCESSIONS	103993	243.65
01-000481	PANA BAIT CO	I-2569211	110 5563-317	CONCESSION & :	CONCESSIONS	103993	442.80
						VENDOR 01-000481 TOTALS	1,041.15
01-001596	AMERICAN ROD & GUN	I-1320922	110 5563-317	CONCESSION & :	CONCESSIONS	103899	883.93
						VENDOR 01-001596 TOTALS	883.93
01-001648	CENTRAL CIGAR-CANDY CO	I-429525	110 5563-317	CONCESSION & :	CONCESSIONS	103918	227.51
						VENDOR 01-001648 TOTALS	227.51
01-006256	COCA-COLA ENTERPRISES	I-6108041608	110 5563-317	CONCESSION & :	CONCESSIONS	103922	438.01
						VENDOR 01-006256 TOTALS	438.01
01-012025	DETECTION SECURITY CO	I-107937	110 5563-576	SECURITY SERV:	MARINA SECURITY	103935	45.00
						VENDOR 01-012025 TOTALS	45.00
01-020534	FRONTIER	I-201008204206	110 5563-532	TELEPHONE :	895-2922	103774	47.86
						VENDOR 01-020534 TOTALS	47.86
						DEPARTMENT 563 MARINA AREA TOTAL:	2,683.46
01-030065	LAKE MATTOON PUBLIC WA	I-201009024336	110 5564-410	UTILITY SERVI:	BEACH	103974	13.20
						VENDOR 01-030065 TOTALS	13.20
						DEPARTMENT 564 BEACH AREA TOTAL:	13.20

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 570 DODGE GROVE CEMETERY

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-201008204207	110 5570-321	UTILITIES	: 917 N 22ND	103767	131.51
01-001070	AMERENCIPS	I-201008204209	110 5570-321	UTILITIES	: 917 N 22ND	103767	25.14
						VENDOR 01-001070 TOTALS	156.65
01-002311	JOURNAL GAZETTE	I-201009014305	110 5570-311	SUPPLIES	: 52 WEEK SUBSCRIPTION	103968	179.40
						VENDOR 01-002311 TOTALS	179.40
01-011600	DEBUHR'S SEED STORE	I-28547	110 5570-316	TOOLS & EQUIP:	DEBUHR'S SEED STORE	103932	12.99
						VENDOR 01-011600 TOTALS	12.99
01-023800	CONSOLIDATED COMMUNICA	I-201009014321	110 5570-321	UTILITIES	: 234-2055	103925	121.68
						VENDOR 01-023800 TOTALS	121.68
01-032980	FRED THROM	I-8846	110 5570-433	REPAIR OF MAC:	SHARPEN BLADE	103980	26.95
						VENDOR 01-032980 TOTALS	26.95
01-035150	MIDAS AUTO SERVICE EXP	I-229474	110 5570-433	REPAIR OF MAC:	OIL CHANGE	103984	27.80
						VENDOR 01-035150 TOTALS	27.80
01-040250	MATTOON FARM PRIDE	I-CM24028	110 5570-433	REPAIR OF MAC:	MATTOON FARM PRIDE	103978	118.99
01-040250	MATTOON FARM PRIDE	I-CM24098	110 5570-433	REPAIR OF MAC:	MATTOON FARM PRIDE	103978	31.24
01-040250	MATTOON FARM PRIDE	I-CM24339	110 5570-433	REPAIR OF MAC:	MATTOON FARM PRIDE	103978	55.98
						VENDOR 01-040250 TOTALS	206.21
						DEPARTMENT 570 DODGE GROVE CEMETERY TOTAL:	731.68
						VENDOR SET 110 GENERAL FUND TOTAL:	107,591.00

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: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000879	MATTOON HIGH SCHOOL	I-201009014318	122 5653-825	TOURISM GRANT:	TOURISM GRANT	103979	3,200.00
01-000879	MATTOON HIGH SCHOOL	I-201009014319	122 5653-825	TOURISM GRANT:	TOURISM GRANT	103979	1,500.00
						VENDOR 01-000879 TOTALS	4,700.00
01-001235	ANGELIA D BURGETT	I-201009014298	122 5653-562	TRAVEL & TRAI:	MILEAGE 8/11/10	103914	137.50
01-001235	ANGELIA D BURGETT	I-201009014310	122 5653-561	BUSINESS MEET:	MILEAGE 8/29	103914	17.44
						VENDOR 01-001235 TOTALS	154.94
01-001274	AMERICAN LEGION POST #	I-201009014317	122 5653-825	TOURISM GRANT:	TOURISM GRANT	103898	15,000.00
						VENDOR 01-001274 TOTALS	15,000.00
01-002170	BUSINESS CARD	I-201008274287	122 5653-561	BUSINESS MEET:	STADIUM GRILL	103833	32.19
01-002170	BUSINESS CARD	I-201008274287	122 5653-561	BUSINESS MEET:	JIMMY JOHN'S	103833	38.00
01-002170	BUSINESS CARD	I-201008274287	122 5653-562	TRAVEL & TRAI:	BURRITO BEACH	103833	7.75
01-002170	BUSINESS CARD	I-201008274287	122 5653-562	TRAVEL & TRAI:	CORNER BAKER CAFE	103833	6.45
01-002170	BUSINESS CARD	I-201008274287	122 5653-562	TRAVEL & TRAI:	STARBUCKS	103833	5.90
01-002170	BUSINESS CARD	I-201008274287	122 5653-562	TRAVEL & TRAI:	DAILY GRIND	103833	3.61
01-002170	BUSINESS CARD	I-201008274287	122 5653-562	TRAVEL & TRAI:	AMERICAN UNITED TAX	103833	11.15
01-002170	BUSINESS CARD	I-201008274287	122 5653-562	TRAVEL & TRAI:	ICSC	103833	90.00
01-002170	BUSINESS CARD	I-201008274287	122 5653-562	TRAVEL & TRAI:	AMTRAK	103833	36.00
01-002170	BUSINESS CARD	I-201008274287	122 5653-562	TRAVEL & TRAI:	HOLIDAY INN	103833	77.00
						VENDOR 01-002170 TOTALS	308.05
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	122 5653-321	NATURAL GAS &:	4219 DEWITT	103896	7.67
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	122 5653-321	NATURAL GAS &:	3901 MARSHALL	103896	4.45
						VENDOR 01-002194 TOTALS	12.12
01-023800	CONSOLIDATED COMMUNICA	I-201008204224	122 5653-532	TELEPHONE	: 258-6286	103770	249.04
						VENDOR 01-023800 TOTALS	249.04
01-046000	NIEMANN FOODS INC	I-1246478	122 5653-561	BUSINESS MEET:	FRUIT,WATER,PLATES	103990	28.57
						VENDOR 01-046000 TOTALS	28.57
DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL:							20,452.72
VENDOR SET 122 HOTEL TAX FUND TOTAL:							20,452.72

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 123 FESTIVAL MGMT FUND

DEPARTMENT: 584 BAGELFEST

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201008274287	123 5584-834	ENTERTAINMENT: BIG LOTS		103833	14.01
					VENDOR 01-002170 TOTALS		14.01
01-020660	HAMPTON INN	I-201009014299	123 5584-440	RENTALS	: LODGING 7/15/10	103952	362.97
					VENDOR 01-020660 TOTALS		362.97
01-045820	WALMART COMMUNITY BRC	I-02437	123 5584-834	ENTERTAINMENT: COKE, TOWELS		103848	13.34
01-045820	WALMART COMMUNITY BRC	I-06173	123 5584-834	ENTERTAINMENT: HOLE PUNCH, MILK, CHER		103848	19.46
					VENDOR 01-045820 TOTALS		32.80
				DEPARTMENT 584 BAGELFEST	TOTAL:		409.78
				VENDOR SET 123 FESTIVAL MGMT FUND	TOTAL:		409.78

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 125 INSURANCE & TORT JDMNT

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000210	MESIROW INSURANCE	SERV I-702566	125 5150-523	PROPERTY & CA:	PROP/CASUALTY INS	103982	51,291.75
01-000210	MESIROW INSURANCE	SERV I-702567	125 5150-250	WORKERS' COMP:	W/C INSTALLATION	103982	132,014.75
						VENDOR 01-000210 TOTALS	183,306.50
01-002531	KIMA MANAGEMENT, LLC	I-1858	125 5150-527	SELF INSURED :	WATER DAMAGE RESTORA	103970	15,427.90
						VENDOR 01-002531 TOTALS	15,427.90
01-035600	KONE INC	I-150370350	125 5150-527	SELF INSURED :	ELEVATOR FLOODING	103972	1,250.00
						VENDOR 01-035600 TOTALS	1,250.00
DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:							199,984.40

VENDOR SET 125 INSURANCE & TORT JDMNT TOTAL:							199,984.40

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: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002467	DESIGN PERSPECTIVES, I	I-10-906G-3	128 5604-908	PARKING LOTS : DESIGN PERSPECTIVES,	103934		1,575.00
						VENDOR 01-002467 TOTALS	1,575.00
01-045400	UPCHURCH GROUP INC	I-11057	128 5604-908	PARKING LOTS : PROGRESS SQUARE TOPO	104016		2,100.00
						VENDOR 01-045400 TOTALS	2,100.00
						DEPARTMENT 604 MIDTOWN TIF DISTRICT TOTAL:	3,675.00
						VENDOR SET 128 MIDTOWN TIF FUND TOTAL:	3,675.00

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: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000742	BARTELS CONSTRUCTION,	I-201009024326	130 5321-730	IMPROVEMENTS :	DEWITT SIDEWALK	103904	16,933.99
01-000742	BARTELS CONSTRUCTION,	I-201009024329	130 5321-730	IMPROVEMENTS :	BRICK SW REPLACEMENT	103904	26,020.90
						VENDOR 01-000742 TOTALS	42,954.89
01-035154	MID-ILLINOIS CONCRETE	I-101864	130 5321-730	IMPROVEMENTS :	15TH & MARSHALL	103983	609.00
01-035154	MID-ILLINOIS CONCRETE	I-101865	130 5321-730	IMPROVEMENTS :	15TH & MARSHALL	103983	1,435.50
						VENDOR 01-035154 TOTALS	2,044.50
						DEPARTMENT 321 STREETS TOTAL:	44,999.39
01-037936	ONE STOP COPY SHOP	I-15653	130 5608-577	YMCA LAND ACQ:	YMCA PRINTS	103992	8.00
01-037936	ONE STOP COPY SHOP	I-15663	130 5608-577	YMCA LAND ACQ:	YMCA PRINTS	103992	96.00
						VENDOR 01-037936 TOTALS	104.00
						DEPARTMENT 608 YMCA LAND ACQUISITION TOTAL:	104.00
						VENDOR SET 130 CAPITAL PROJECT FUND TOTAL:	45,103.39

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 150 I-57 EAST TIF DISTRICT

DEPARTMENT: 604 ADMINISTRATIVE EXPENSES

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002519	GARY BOSKE	I-201008254247	150 5604-519	OTHER PROFESS:	ROW ACQUISITION	103911	554.50
						VENDOR 01-002519 TOTALS	554.50

DEPARTMENT 604 ADMINISTRATIVE EXPENSES TOTAL: 554.50

VENDOR SET 150 I-57 EAST TIF DISTRICT TOTAL: 554.50

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 151 SOUTH RT 45 TIF DISTRICT

DEPARTMENT: 604 SOUTH RT 45 TIF DISTRICT

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002510	PALACE POOLS &	I-201008204223	151 5604-825	TIF GRANTS	: S RT 45 TIF REDEVELO	103779	17,500.00
					VENDOR 01-002510 TOTALS		17,500.00
01-002511	CREATIVE BREAKFAST &	I-201008204222	151 5604-825	TIF GRANTS	: S RT 45 TIF REDEVELO	103771	3,165.65
					VENDOR 01-002511 TOTALS		3,165.65
01-002512	MACIES BARTOSIAK &	I-201008204221	151 5604-825	TIF GRANTS	: S RT 45 TIF REDEVELO	103778	12,965.00
					VENDOR 01-002512 TOTALS		12,965.00
01-002513	TRADEMARK HOMES INC. &	I-201008204220	151 5604-825	TIF GRANTS	: S RT 45 TIF REDEVELO	103783	14,500.00
					VENDOR 01-002513 TOTALS		14,500.00
01-002514	GRECO SALES &	I-201008204219	151 5604-825	TIF GRANTS	: S RT 45 TIF REDEVELO	103775	6,438.35
					VENDOR 01-002514 TOTALS		6,438.35
01-002515	BALES CARPET SERVICE &	I-201008204218	151 5604-825	TIF GRANTS	: S RT 45 TIF REDEVELO	103768	11,008.00
					VENDOR 01-002515 TOTALS		11,008.00
01-002516	KIRCHNER BUILDING CENT	I-201008204217	151 5604-825	TIF GRANTS	: S RT 45 TIF REDEVELO	103777	17,250.00
					VENDOR 01-002516 TOTALS		17,250.00
01-002517	ECONOBRIGHT TECHNOLOGI	I-201008204216	151 5604-825	TIF GRANTS	: S RT 45 TIF REDEVELO	103772	3,538.88
					VENDOR 01-002517 TOTALS		3,538.88
01-017403	FIRST MID-IL BANK & TR	I-201008274285	151 5604-819	DEBT ISSUANCE: INTEREST ON LINE OF		103838	2,286.70
					VENDOR 01-017403 TOTALS		2,286.70
DEPARTMENT 604 SOUTH RT 45 TIF DISTRICT TOTAL:							88,652.58
VENDOR SET 151 SOUTH RT 45 TIF DISTRICT TOTAL:							88,652.58

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 351 RESERVOIRS & WTR SOURCES

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000102	WALLACE EXCAVATING CO	I-201009024328	211 5351-460	OTHER PROPRT:	LAKE PARADISE POND	104018	16,000.00
					VENDOR 01-000102 TOTALS		16,000.00
01-000832	SODEMANN & ASSOCIATES, I-11812		211 5351-730	IMPROVEMENTS :	PARADISE DAM RENOVAT	104006	2,038.50
					VENDOR 01-000832 TOTALS		2,038.50
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5351-321	NATURAL GAS &:	LAKE PARADISE SHED	103896	4.65
					VENDOR 01-002194 TOTALS		4.65
01-003095	CARQUEST OF MATTOON	I-201008254248	211 5351-318	VEHICLE PARTS:	PARTS, TRAINING	103915	149.24
					VENDOR 01-003095 TOTALS		149.24
01-031402	M & M PUMP SUPPLY INC	I-588666	211 5351-319	MISCELLANEOUS:	PIPE TAP	103977	15.04
01-031402	M & M PUMP SUPPLY INC	I-588668	211 5351-319	MISCELLANEOUS:	PVC	103977	18.35
					VENDOR 01-031402 TOTALS		33.39
DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL:							18,225.78
01-000061	HOME DEPOT	I-9039574	211 5353-378	PLANT MTCE & :	HOME DEPOT	103956	18.97
					VENDOR 01-000061 TOTALS		18.97
01-000189	BALLINGER AUTO COMPANY	I-201008254239	211 5353-432	REPAIR OF STR:	CLEAN LARGE LAGOON	103902	5,500.00
					VENDOR 01-000189 TOTALS		5,500.00
01-001414	GENERAL CHEMICAL PERFO	I-90351640	211 5353-314	CHEMICALS :	CHEMICALS	103947	4,923.42
					VENDOR 01-001414 TOTALS		4,923.42
01-001824	BELMAN LOGISTICS LLC	I-182049	211 5353-314	CHEMICALS :	LIME	103906	815.08
					VENDOR 01-001824 TOTALS		815.08

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 353 WATER TREATMENT PLANT

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5353-321	NATURAL GAS &: E LAKE PUMP HOUSE		103896	1,907.87
							<hr/>
				VENDOR 01-002194	TOTALS		1,907.87
01-002227	GOLDEN ENTERPRISES	I-1258	211 5353-439	OTHER REPAIR : MOWING		103950	300.00
							<hr/>
				VENDOR 01-002227	TOTALS		300.00
01-008600	COLES MOULTRIE ELECTRI	I-201008204211	211 5353-322	ELECTRICITY : WATER PURIFICATION P		103769	5,683.46
							<hr/>
				VENDOR 01-008600	TOTALS		5,683.46
01-010000	CRAWFORD MURPHY & TILL	I-86234	211 5353-730	IMPROVEMENTS : REHAB LAKE PARADISE		103926	3,315.33
							<hr/>
				VENDOR 01-010000	TOTALS		3,315.33
01-016000	FARM PLAN	I-3822968	211 5353-378	PLANT MTCE & : RAIN GAUGE,SHOCK		103773	16.98
01-016000	FARM PLAN	I-3823756	211 5353-378	PLANT MTCE & : RATCHET,WD-40,HITCH		103773	36.22
01-016000	FARM PLAN	I-3827817	211 5353-316	TOOLS & EQUIP: PUMP		103773	137.99
01-016000	FARM PLAN	I-3830370	211 5353-318	VEHICLE PARTS: CAR WASH,OIL FILTER,		103773	40.12
01-016000	FARM PLAN	I-3830370	211 5353-316	TOOLS & EQUIP: CAR WASH,OIL FILTER,		103773	62.98
01-016000	FARM PLAN	I-3834330	211 5353-378	PLANT MTCE & : OIL,LIGHT,BOLTS		103773	17.97
01-016000	FARM PLAN	I-3835538	211 5353-378	PLANT MTCE & : HANDLE,HINGES,OIL		103773	65.94
01-016000	FARM PLAN	I-3840688	211 5353-316	TOOLS & EQUIP: CYLINDER,TUBING,CRIM		103773	37.91
01-016000	FARM PLAN	I-3841247	211 5353-379	OTHER WATER M: OIL		103773	14.99
							<hr/>
				VENDOR 01-016000	TOTALS		431.10
01-017425	FISHER SCIENTIFIC	C-4034841	211 5353-319	MISCELLANEOUS: CREDIT		103944	131.82-
01-017425	FISHER SCIENTIFIC	I-1939678	211 5353-319	MISCELLANEOUS: FISHER SCIENTIFIC		103944	145.95
							<hr/>
				VENDOR 01-017425	TOTALS		14.13
01-020540	HACH COMPANY	I-6877172	211 5353-319	MISCELLANEOUS: HACH COMPANY		103951	301.28
							<hr/>
				VENDOR 01-020540	TOTALS		301.28
01-023800	CONSOLIDATED COMMUNICA	I-201009024344	211 5353-532	TELEPHONE : 234-2454		103925	206.47
							<hr/>
				VENDOR 01-023800	TOTALS		206.47

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 353 WATER TREATMENT PLANT

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-035365	MISSISSIPPI LIME COMPA	I-917112	211 5353-314	CHEMICALS	: LIME	103986	3,335.00
						VENDOR 01-035365 TOTALS	3,335.00
01-037050	NIEMEYER REPAIR SERVIC	I-33267	211 5353-378	PLANT MTCE &	: MOWER BELT	103991	49.99
						VENDOR 01-037050 TOTALS	49.99
01-037976	PDC LABORATORIES	I-667973S	211 5353-519	OTHER PROFESS:	PDC LABORATORIES	103995	324.00
						VENDOR 01-037976 TOTALS	324.00
01-045820	WALMART COMMUNITY BRC	I-04703	211 5353-312	CLEANING SUPP:	WATER, COFFEE, TISSUE, 104019		40.36
						VENDOR 01-045820 TOTALS	40.36
DEPARTMENT 353 WATER TREATMENT PLANT							TOTAL: 27,166.46
01-001070	AMERENCIPS	I-201008204210	211 5354-321	NATURAL GAS &:	1201 MARSHALL	103767	84.95
01-001070	AMERENCIPS	I-201008204213	211 5354-321	NATURAL GAS &:	621 S 12TH	103767	28.85
01-001070	AMERENCIPS	I-201009014309	211 5354-321	NATURAL GAS &:	ADD'L CURRENT	103897	62.26
						VENDOR 01-001070 TOTALS	176.06
01-001537	HD SUPPLY WATERWORKS,	I-1661222	211 5354-316	TOOLS & EQUIP:	HD SUPPLY WATERWORKS	103955	364.99
01-001537	HD SUPPLY WATERWORKS,	I-1792870	211 5354-379	OTHER WATER M:	GASKETS, CLAMPS, COUPL	103955	1,949.92
						VENDOR 01-001537 TOTALS	2,314.91
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5354-321	NATURAL GAS &:	12TH ST PUMP	103896	118.36
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5354-321	NATURAL GAS &:	LAKE MATTOON PUMP	103896	75.65
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5354-321	NATURAL GAS &:	WEST TOWER	103896	3.69
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5354-321	NATURAL GAS &:	SWORDS STANDPIPE	103896	62.49
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5354-321	NATURAL GAS &:	EAST TOWER	103896	2.87
						VENDOR 01-002194 TOTALS	263.06
01-002271	B & T DRAINAGE	I-201009024327	211 5354-730	IMPROVEMENTS :	MOULTRIE WATER	103901	101,808.00
						VENDOR 01-002271 TOTALS	101,808.00

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: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002529	WILLIAM BEESE	I-1111	211 5354-460	OTHER PROPRT:	CLEANING STREET DEPT	103907	46.67
						VENDOR 01-002529 TOTALS	46.67
01-003095	CARQUEST OF MATTOON	I-201008254248	211 5354-318	VEHICLE PARTS:	PARTS, TRAINING	103915	109.49
						VENDOR 01-003095 TOTALS	109.49
01-003206	BIRKEYS	I-P18111	211 5354-318	VEHICLE PARTS:	LOADER HOSE, OIL	103908	47.42
01-003206	BIRKEYS	I-P18310	211 5354-318	VEHICLE PARTS:	SEAT ASSEMBLY	103908	288.33
01-003206	BIRKEYS	I-P18501	211 5354-318	VEHICLE PARTS:	CAB DOOR, CYLINDER	103908	546.33
01-003206	BIRKEYS	I-P18605	211 5354-318	VEHICLE PARTS:	HANDLE, SEAL	103908	37.91
01-003206	BIRKEYS	I-P18707	211 5354-318	VEHICLE PARTS:	HANDLE	103908	194.60
01-003206	BIRKEYS	I-P19036	211 5354-318	VEHICLE PARTS:	PIPE	103908	156.26
01-003206	BIRKEYS	I-W03968	211 5354-433	REPAIR OF MAC:	REPAIR WHEEL LOADER	103909	55.78
						VENDOR 01-003206 TOTALS	1,326.63
01-008600	COLES MOULTRIE ELECTRI	I-201008204212	211 5354-322	ELECTRICITY :	SBLHC PUMP STA	103769	229.88
						VENDOR 01-008600 TOTALS	229.88
						DEPARTMENT 354 WATER DISTRIBUTION TOTAL:	106,274.70
01-033200	MATTOON PRINTING CENTE	I-201009024330	211 5355-311	OFFICE SUPPLI:	WATER SERVICE AGR, EN	103981	262.62
						VENDOR 01-033200 TOTALS	262.62
01-035266	MIDWEST METER INC	I-0019796-IN	211 5355-730	IMPROVEMENTS :	ORION PIT UNITS	103985	22,125.00
						VENDOR 01-035266 TOTALS	22,125.00
01-043522	STAPLES CREDIT PLAN	I-F175292001	211 5355-311	OFFICE SUPPLI:	OFFICE SUPPLIES	103781	216.64
						VENDOR 01-043522 TOTALS	216.64
01-046600	WARNER'S OFFICE EQUIPM	I-54689	211 5355-311	OFFICE SUPPLI:	RIBBON FOR RECEIPT P	104020	29.70
						VENDOR 01-046600 TOTALS	29.70
						DEPARTMENT 355 ACCOUNTING & COLLECTION TOTAL:	22,633.96

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 356 ADMINISTRATIVE & GENERAL

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000790	DICK BUTLER AND ASSOC.	I-201009014324	211 5356-523	PROPERTY & CA:	HIGHWAY PERMIT BOND	103936	200.00
						VENDOR 01-000790 TOTALS	200.00
01-001070	AMERENCIPS	I-201008204208	211 5356-321	NATURAL GAS &:	620 S 12TH	103767	40.04
						VENDOR 01-001070 TOTALS	40.04
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5356-321	NATURAL GAS &:	1201 MARSHALL	103896	151.32
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5356-321	NATURAL GAS &:	620 S 12TH	103896	10.34
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5356-321	NATURAL GAS &:	621 S 12TH	103896	2.06
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	211 5356-321	NATURAL GAS &:	12TH ST LIGHTING	103896	42.76
						VENDOR 01-002194 TOTALS	206.48
DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:							446.52

VENDOR SET 211 WATER FUND						TOTAL:	174,747.42

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 342 SEWER COLLECTION SYSTEM

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002529	WILLIAM BEESE	I-1111	212 5342-460	OTHER PROPRT:	CLEANING STREET DEPT	103907	46.66
					VENDOR 01-002529 TOTALS		46.66
01-003095	CARQUEST OF MATTOON	I-201008254248	212 5342-318	VEHICLE PARTS:	PARTS, TRAINING	103915	109.49
					VENDOR 01-003095 TOTALS		109.49
01-003206	BIRKEYS	I-P18111	212 5342-318	VEHICLE PARTS:	LOADER HOSE, OIL	103908	47.41
01-003206	BIRKEYS	I-P18310	212 5342-318	VEHICLE PARTS:	SEAT ASSEMBLY	103908	288.34
01-003206	BIRKEYS	I-P18501	212 5342-318	VEHICLE PARTS:	CAB DOOR, CYLINDER	103908	546.34
01-003206	BIRKEYS	I-P18605	212 5342-318	VEHICLE PARTS:	HANDLE, SEAL	103908	37.90
01-003206	BIRKEYS	I-P18707	212 5342-318	VEHICLE PARTS:	HANDLE	103908	194.60
01-003206	BIRKEYS	I-P19207	212 5342-318	VEHICLE PARTS:	HOSE STABILIZER	103909	30.67
01-003206	BIRKEYS	I-W03968	212 5342-433	REPAIR OF MAC:	REPAIR WHEEL LOADER	103909	55.79
					VENDOR 01-003206 TOTALS		1,201.05
01-011550	DEAN DRAINAGE	I-5035	212 5342-364	SEWER LINE RE:	END CAP, TEE, INLET, PI	103931	128.22
					VENDOR 01-011550 TOTALS		128.22
DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL:							1,485.42
01-000832	SODEMANN & ASSOCIATES, I-11813		212 5343-730	IMPROVEMENTS :	LLC PUMP STA REPLACE	104006	2,750.00
					VENDOR 01-000832 TOTALS		2,750.00
01-002194	AMEREN ENERGY MARKETIN I-1461310081*		212 5343-321	NATURAL GAS &:	N 45 LIFT STA	103896	65.51
01-002194	AMEREN ENERGY MARKETIN I-1461310081*		212 5343-321	NATURAL GAS &:	DEWITT LIFT STA	103896	7.88
01-002194	AMEREN ENERGY MARKETIN I-1461310081*		212 5343-321	NATURAL GAS &:	RILEY CREEK SEWAGE	103896	842.10
01-002194	AMEREN ENERGY MARKETIN I-1461310081*		212 5343-321	NATURAL GAS &:	WILLOWSHIRE SEWAGE	103896	28.71
01-002194	AMEREN ENERGY MARKETIN I-1461310081*		212 5343-321	NATURAL GAS &:	28TH LIFT STA	103896	103.55
01-002194	AMEREN ENERGY MARKETIN I-1461310081*		212 5343-321	NATURAL GAS &:	MCFALL LIFT STA	103896	14.60
01-002194	AMEREN ENERGY MARKETIN I-1461310081*		212 5343-321	NATURAL GAS &:	N 19TH LIFT STA	103896	35.43
					VENDOR 01-002194 TOTALS		1,097.78
01-008600	COLES MOULTRIE ELECTRI I-201008204227		212 5343-322	ELECTRICITY (:	BUXTON CENTRE	103769	86.97

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 343 SEWER LIFT STATIONS

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-008600	COLES MOULTRIE ELECTRI	I-201008204228	212 5343-322	ELECTRICITY (: GOLDEN VALLEY SEWER		103769	159.38	
01-008600	COLES MOULTRIE ELECTRI	I-201008204229	212 5343-322	ELECTRICITY (: SBLHC LIFT STA		103769	331.19	
01-008600	COLES MOULTRIE ELECTRI	I-201008204230	212 5343-322	ELECTRICITY (: LLC LIFT STA		103769	115.06	
				VENDOR 01-008600	TOTALS		692.60	
DEPARTMENT 343 SEWER LIFT STATIONS							TOTAL:	4,540.38
01-000063	HYDRO-KINETICS CORP	I-4627	212 5344-730	IMPROVEMENTS : ACTUATOR		103959	301.00	
				VENDOR 01-000063	TOTALS		301.00	
01-000167	CULLIGAN WATER	I-52434	212 5344-439	OTHER REPAIR : REPLACED FILTERS & C		103927	596.90	
				VENDOR 01-000167	TOTALS		596.90	
01-000938	SUNCOAST RESEARCH LABS	I-19357	212 5344-314	CHEMICALS : DEODORANT BLOCKS		103782	144.00	
				VENDOR 01-000938	TOTALS		144.00	
01-001042	EAGLE CHEMICAL & SUPPL	I-10582	212 5344-313	MEDICAL & SAF: GLOVES		103939	201.40	
				VENDOR 01-001042	TOTALS		201.40	
01-001620	VERIZON WIRELESS	I-2449160737	212 5344-532	TELEPHONE : MOBILES		104017	146.25	
				VENDOR 01-001620	TOTALS		146.25	
01-002170	BUSINESS CARD	I-201008274287	212 5344-434	REPAIR OF VEH: DECATUR AUTO PARTS		103833	155.80	
				VENDOR 01-002170	TOTALS		155.80	
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	212 5344-321	NATURAL GAS &: 820 S 5TH PLACE		103896	16,849.11	
				VENDOR 01-002194	TOTALS		16,849.11	
01-002326	PAUL'S MACHINE & WELDI	I-995767	212 5344-433	REPAIR OF MAC: INSTALL SLUICE GATE		103994	11,757.00	
				VENDOR 01-002326	TOTALS		11,757.00	

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 344 WASTEWATER TREATMNT PLANT

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002520	TRI-STATE BEARING	I-380075	212 5344-366	PLANT MTCE & :	GEAR BOX	104015	1,961.40
					VENDOR 01-002520 TOTALS		1,961.40
01-003310	BODINE SERVICES	I-52216	212 5344-439	OTHER REPAIR :	CLEAN OUT PIT	103910	3,003.75
					VENDOR 01-003310 TOTALS		3,003.75
01-014119	DURKIN EQUIPMENT CO	I-S00005582	212 5344-439	OTHER REPAIR :	SERVICE INSTRUMENTAT	103938	685.00
					VENDOR 01-014119 TOTALS		685.00
01-016000	FARM PLAN	I-3833708	212 5344-316	TOOLS & EQUIP:	HOSE MENDERS,SAWZALL	103773	28.97
					VENDOR 01-016000 TOTALS		28.97
01-019020	GLOBAL TECHNICAL SYSTE	I-107931	212 5344-318	VEHICLE PARTS:	GLOBAL TECHNICAL SYS	103949	306.50
					VENDOR 01-019020 TOTALS		306.50
01-020540	HACH COMPANY	I-6792736	212 5344-366	PLANT MTCE & :	HACH COMPANY	103839	2,002.00
					VENDOR 01-020540 TOTALS		2,002.00
01-023800	CONSOLIDATED COMMUNICA	I-201008204225	212 5344-532	TELEPHONE :	234-2737	103770	38.96
01-023800	CONSOLIDATED COMMUNICA	I-201008204226	212 5344-532	TELEPHONE :	234-6828	103770	69.61
01-023800	CONSOLIDATED COMMUNICA	I-201009034349	212 5344-532	TELEPHONE :	234-3016	103925	94.52
					VENDOR 01-023800 TOTALS		203.09
01-028488	JIM HODEL	I-47720	212 5344-366	PLANT MTCE & :	RELIEF VALVE	103966	79.25
					VENDOR 01-028488 TOTALS		79.25
01-039210	VEOLIA ES SOLID WASTE	I-F60000000327	212 5344-460	OTHER PROPERT:	TRASH SERVICE	103784	5.95
					VENDOR 01-039210 TOTALS		5.95

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 344 WASTEWATER TREATMNT PLANT

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-041806	SIDENER	I-302103	212 5344-366	PLANT MTCE &	: CIRCUIT BOARD UNIT	104004	507.20
							507.20
						VENDOR 01-041806 TOTALS	507.20
01-043371	SPRINGFIELD ELECTRIC	I-S2991161.001	212 5344-366	PLANT MTCE &	: SPRINGFIELD ELECTRIC	104008	106.70
							106.70
						VENDOR 01-043371 TOTALS	106.70
01-043522	STAPLES CREDIT PLAN	I-F360920001	212 5344-311	OFFICE SUPPLI:	OFFICE SUPPLIES	103781	159.98
							159.98
						VENDOR 01-043522 TOTALS	159.98
							39,201.25
						DEPARTMENT 344 WASTEWATER TREATMNT PLANT TOTAL:	39,201.25
01-002170	BUSINESS CARD	I-201008274287	212 5345-531	POSTAGE	: POST OFC	103833	15.36
							15.36
						VENDOR 01-002170 TOTALS	15.36
01-033200	MATTOON PRINTING CENTE	I-201009024330	212 5345-311	OFFICE SUPPLI:	WATER SERVICE AGR,EN	103981	262.60
							262.60
						VENDOR 01-033200 TOTALS	262.60
01-035266	MIDWEST METER INC	I-0019795-IN	212 5345-730	IMPROVEMENTS :	OPTICAL PROGRAMMER	103985	62.00
01-035266	MIDWEST METER INC	I-0019796-IN	212 5345-730	IMPROVEMENTS :	ORION PIT UNITS	103985	22,125.00
							22,187.00
						VENDOR 01-035266 TOTALS	22,187.00
01-043522	STAPLES CREDIT PLAN	I-F175292001	212 5345-311	OFFICE SUPPLI:	OFFICE SUPPLIES	103781	216.63
							216.63
						VENDOR 01-043522 TOTALS	216.63
							22,681.59
						DEPARTMENT 345 ACCOUNTING & COLLECTION TOTAL:	22,681.59
01-008200	COLES CO REGIONAL PLAN	I-4533	212 5346-511	PLANNING & DE:	JULY 10 GIS BILLING	103923	2,150.00
							2,150.00
						VENDOR 01-008200 TOTALS	2,150.00
							2,150.00
						DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL:	2,150.00
							70,058.64
						VENDOR SET 212 SEWER FUND TOTAL:	70,058.64

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 213 CEMETERY FUND

DEPARTMENT: 361 MAINTENANCE & OPERATIONS

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	AMEREN ENERGY MARKETIN	I-1461310081*	213 5361-321	NATURAL GAS &:	CEMETERY	103896	61.33
						VENDOR 01-002194 TOTALS	61.33
						DEPARTMENT 361 MAINTENANCE & OPERATIONS TOTAL:	61.33
						VENDOR SET 213 CEMETERY FUND TOTAL:	61.33
						REPORT GRAND TOTAL:	711,290.76

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG
2010-2011	110-4415-010	DEMOLITION ESCR*NON-EXPENS	3,500.00	0		6,500.00			
	110-4436-010	AMBULANCE BILLI*NON-EXPENS	576.52	27,500-		9,766.15-			
	110-5110-532	TELEPHONE	47.44	600		379.74			
	110-5110-571	DUES & MEMBERSHIPS	1,255.00	2,000		745.00			
	110-5120-311	OFFICE SUPPLIES	76.10	2,120		1,771.71			
	110-5120-340	BOOKS & PERIODICALS	282.00	500		218.00			
	110-5120-532	TELEPHONE	248.95	2,800		1,849.49			
	110-5120-801	VITAL RECORDS FEE REMITTAN	622.00	6,500		4,232.00			
	110-5120-802	HUNTING/FISHING LIC. FEE R	17.00	1,750		1,435.00			
	110-5130-562	TRAVEL & TRAINING	2,429.31	2,500		2,655.97-		Y	
	110-5150-311	OFFICE SUPPLIES	104.84	2,000		1,682.66			
	110-5150-532	TELEPHONE	51.19	1,100		851.73			
	110-5160-519	OTHER PROFESSIONAL SERVICE	5.00	0		5.00-		Y	
	110-5160-579	OTHER PURCHASED SERVICES	323.00	0		4,706.00-		Y	
	110-5170-311	OFFICE SUPPLIES	87.92	350		221.45			
	110-5170-319	MISCELLANEOUS SUPPLIES	149.16	600		273.52			
	110-5170-325	SOFTWARE	79.00	2,000		1,921.00			
	110-5170-516	TECHNOLOGY SUPPORT SERVIC	396.00	10,100		9,704.00			
	110-5170-562	TRAVEL & TRAINING	209.30	4,000		2,423.41			
	110-5170-854	WIDE AREA NETWORK WIRING A	176.16	2,200		1,495.36			
	110-5211-311	OFFICE SUPPLIES	1,233.07	4,000		2,106.74			
	110-5211-316	TOOLS & EQUIPMENT	600.00	0		600.00-		Y	
	110-5211-319	MISCELLANEOUS SUPPLIES	357.53	1,250		395.95			
	110-5211-519	OTHER PROFESSIONAL SERVICE	600.00	0		600.00-		Y	
	110-5211-531	POSTAGE	140.00	2,500		2,197.10			
	110-5211-540	ADVERTISING	2.99	500		1,332.35-		Y	
	110-5211-573	LAUNDRY SERVICE	57.00	350		256.00			
	110-5211-579	MISC OTHER PURCHASED SERVI	58.80	0		428.35-		Y	
	110-5212-319	MISCELLANEOUS SUPPLIES	1,431.38	2,500		47.06-		Y	
	110-5213-319	MISCELLANEOUS SUPPLIES	600.00	4,000		2,802.54			
	110-5213-579	MISC OTHER PURCHASED SERVI	5,550.00	24,000		7,186.00			
	110-5217-330	FOOD	6.38	250		205.34			
	110-5222-532	TELEPHONE	2,035.69	26,000		16,083.47			
	110-5222-533	CELLULAR PHONE	700.67	11,000		7,730.17			
	110-5222-535	RADIOS	245.75	6,000		613.29			
	110-5223-318	VEHICLE PARTS	210.00	2,500		2,043.05			
	110-5223-319	MISCELLANEOUS SUPPLIES	245.17	1,500		121.98			
	110-5223-326	FUEL	5,912.31	70,000		52,784.22			
	110-5223-434	REPAIR OF VEHICLES	1,282.35	30,000		10,863.17			
	110-5224-321	NATURAL GAS & ELECTRIC (CI	4,150.18	90,000		69,302.90			
	110-5224-322	ELECTRICITY	52.96	1,500		1,335.84			
	110-5224-410	UTILITY SERVICES	281.08	2,200		1,413.30			
	110-5224-432	REPAIR OF BUILDINGS	1,861.14	15,000		3,281.15			
	110-5229-821	INTERGOVERNMENTAL EXPENDIT	27,842.00	130,000		102,158.00			
	110-5233-319	MISCELLANEOUS SUPPLIES	315.00	15,000		14,685.00			
	110-5241-311	OFFICE SUPPLIES	3.99	2,400		1,628.38			
	110-5241-312	CLEANING SUPPLIES	314.70	4,000		2,830.86			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG
	110-5241-313	MEDICAL & SAFETY SUPPLIES	631.26	8,000	5,672.68				
	110-5241-315	UNIFORMS & CLOTHING	68.99	5,050	4,483.98				
	110-5241-319	MISCELLANEOUS SUPPLIES	861.89	4,000	2,751.60				
	110-5241-321	NATURAL GAS & ELECTRIC	566.00	10,000	8,028.14				
	110-5241-432	REPAIR OF BUILDINGS	5.16	8,800	8,709.73				
	110-5241-433	REPAIR OF MACHINERY	242.75	11,300	9,039.29				
	110-5241-434	REPAIR OF VEHICLES	259.37	15,555	12,604.28				
	110-5241-531	POSTAGE	11.78	500	450.50				
	110-5241-532	TELEPHONE	254.27	4,280	2,795.98				
	110-5241-541	SOFTWARE	1,963.34	5,240	536.66				
	110-5241-562	TRAVEL & TRAINING	75.46	23,175	17,773.06				
	110-5241-571	DUE & MEMBERSHIPS	200.00	850	650.00				
	110-5241-573	LAUNDRY SERVICES	60.00	1,000	780.00				
	110-5241-578	AMBULANCE BILLING EXPENSES	625.00	1,200	725.00-	Y			
	110-5243-319	MISCELLANEOUS SUPPLIES	78.87	2,000	1,921.13				
	110-5261-311	OFFICE SUPPLIES	325.53	920	509.61				
	110-5261-319	MISCELLANEOUS SUPPLIES	116.76	300	159.12				
	110-5261-564	PRIVATE VEHICLE EXP REIMB	180.00	2,000	1,422.50				
	110-5261-577	DEMOLITION SERVICES	986.80	15,000	12,956.84				
	110-5310-519	OTHER PROFESSIONAL SERVICE	575.00	1,500	65.44-	Y			
	110-5310-533	CELLULAR PHONE	591.40	1,100	508.60				
	110-5320-311	OFFICE SUPPLIES	19.43	1,000	875.01				
	110-5320-313	MEDICAL & SAFETY SUPPLIES	42.87	1,750	992.09				
	110-5320-316	TOOLS AND EQUIPMENT	10.25	4,000	2,987.01				
	110-5320-318	VEHICLE PARTS	1,567.56	15,000	8,777.62				
	110-5320-319	MISCELLANEOUS SUPPLIES	418.39	3,500	1,783.94-	Y			
	110-5320-321	NATURAL GAS & ELECTRIC	764.19	19,000	16,483.29				
	110-5320-359	OTHER STREET MAINT SUPPLIE	2,475.75	30,000	26,419.61				
	110-5320-410	UTILITY SERVICES	64.37	800	624.72				
	110-5320-433	REPAIR OF MACHINERY	55.78	15,000	10,430.91				
	110-5320-519	OTHER PROFESSIONAL SERVICE	206.67	1,000	1,223.16-	Y			
	110-5320-532	TELEPHONE	490.62	5,000	3,247.68				
	110-5320-562	TRAVEL & TRAINING	144.00	1,700	991.84				
	110-5332-314	CHEMICALS	927.96	6,000	4,780.32				
	110-5335-410	UTILITY SERVICES	26.02	300	213.80				
	110-5338-421	DISPOSAL SERVICES	1,049.83	0	5,897.55-	Y			
	110-5370-316	TOOLS & EQUIPMENT	120.49	1,000	575.02				
	110-5381-321	NATURAL GAS & ELECTRIC	2,617.94	35,000	24,681.74				
	110-5383-321	NATURAL GAS & ELECTRIC	315.78	7,000	5,859.83				
	110-5383-410	UTILITY SERVICES	24.65	400	329.95				
	110-5384-321	NATURAL GAS & ELECTRIC	118.90	0	614.90-	Y			
	110-5505-579	MISC OTHER PURCHASED SERVI	825.00	5,000	2,675.00				
	110-5511-316	TOOLS & EQUIPMENT	7.00	6,000	3,815.90				
	110-5511-326	FUEL	96.21	13,000	8,996.75				
	110-5511-433	REPAIR OF MACHINERY	644.46	10,000	4,435.06				
	110-5511-434	REPAIR OF VEHICLES	639.47	4,000	3,008.82				
	110-5511-532	TELEPHONE	69.77	1,000	720.22				
	110-5511-825	TOURISM GRANT EXPENDITURES	953.54	0	12,452.50-	Y			

** 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
	110-5512-434	REPAIR OF VEHICLES	25.95	4,000	3,907.75				
	110-5512-802	HUNTING/FISHING REMITTANCE	135.00	9,000	3,724.25				
	110-5512-803	SALES TAX REMITTANCE	927.00	3,000	1,106.00				
	110-5521-410	UTILITY SERVICES	172.26	500	240.87				
	110-5521-436	PEST CONTROL SERVICES	55.00	300	190.00				
	110-5541-319	MISCELLANEOUS SUPPLIES	138.61	10,000	7,356.86				
	110-5541-321	NATURAL GAS & ELECTRIC	112.22	15,000	12,661.20				
	110-5541-410	UTILITY SERVICES	2,702.59	8,000	2,616.25				
	110-5541-432	REPAIR OF BUILDINGS	2,957.53	7,500	1,619.51				
	110-5541-440	RENTALS	320.00	1,000	365.00				
	110-5542-321	NATURAL GAS & ELECTRIC (CI	98.68	3,500	2,921.92				
	110-5542-410	UTILITY SERVICES	375.06	2,000	1,300.25				
	110-5544-321	NATURAL GAS & ELECTRIC (CI	35.53	500	353.34				
	110-5551-321	NATURAL GAS & ELECTRIC (CI	691.93	4,000	1,457.62				
	110-5551-410	UTILITY SERVICES	1,663.46	3,000	799.75-	Y			
	110-5552-321	NATURAL GAS & ELECTRIC (CI	737.09	4,000	1,429.92				
	110-5552-410	UTILITY SERVICES	576.17	2,500	1,173.71				
	110-5553-319	MISCELLANEOUS SUPPLIES	78.00	3,000	2,693.25				
	110-5553-321	NATURAL GAS & ELECTRIC (CI	688.80	3,000	1,456.71				
	110-5553-410	UTILITY SERVICES	278.23	5,000	4,490.62				
	110-5555-321	NATURAL GAS & ELECTRIC (CI	88.27	1,000	543.96				
	110-5556-321	NATURAL GAS & ELECTRIC	334.52	1,000	99.94-	Y			
	110-5561-410	UTILITY SERVICES	637.20	2,500	1,119.74-	Y			
	110-5562-410	UTILITY SERVICES	231.00	2,000	330.43-	Y			
	110-5563-317	CONCESSION & SOUVENIR SUPP	2,590.60	25,000	11,212.27				
	110-5563-532	TELEPHONE	47.86	800	608.32				
	110-5563-576	SECURITY SERVICES	45.00	800	363.70				
	110-5564-410	UTILITY SERVICES	13.20	200	52.64				
	110-5570-311	SUPPLIES	179.40	1,000	617.43				
	110-5570-316	TOOLS & EQUIPMENT	12.99	1,500	1,474.02				
	110-5570-321	UTILITIES	278.33	6,000	4,861.20				
	110-5570-433	REPAIR OF MACHINERY	260.96	4,500	1,969.82				
	122-5653-321	NATURAL GAS & ELECTRIC (CI	12.12	850	642.96				
	122-5653-532	TELEPHONE	249.04	3,000	1,946.99				
	122-5653-561	BUSINESS MEETING EXPENSE	116.20	3,000	2,547.99				
	122-5653-562	TRAVEL & TRAINING	375.36	8,500	7,762.20				
	122-5653-825	TOURISM GRANTS	19,700.00	85,000	40,554.50				
	123-5584-440	RENTALS	362.97	16,500	7,361.12				
	123-5584-834	ENTERTAINMENT	46.81	43,000	21,505.85				
	125-5150-250	WORKERS' COMPENSATION	132,014.75	537,570	284,867.50				
	125-5150-523	PROPERTY & CASUALTY INSURA	51,291.75	217,193	114,609.50				
	125-5150-527	SELF INSURED RETENTION/DED	16,677.90	20,000	4,104.38-	Y			
	128-5604-908	PARKING LOTS	3,675.00	200,000	193,227.00				
	130-5321-730	IMPROVEMENTS OTHER THAN BL	44,999.39	2,250,000	2,068,761.57				
	130-5608-577	YMCA LAND ACQUISITION	104.00	500,000	499,882.28				
	150-5604-519	OTHER PROFESSIONAL SERVICE	554.50	0	704.50-	Y			
	151-5604-819	DEBT ISSUANCE COSTS	2,286.70	0	2,286.70-	Y			
	151-5604-825	TIF GRANTS	86,365.88	0	333,230.37-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG
	211-5351-318	VEHICLE PARTS	149.24	400		151.50			
	211-5351-319	MISCELLANEOUS SUPPLIES	33.39	400		315.13			
	211-5351-321	NATURAL GAS & ELECTRIC	4.65	3,500		3,081.54			
	211-5351-460	OTHER PROPERTY MAINT. SVCS	16,000.00	25,000		8,250.00			
	211-5351-730	IMPROVEMENTS OTHER THAN BL	2,038.50	80,000		76,956.90			
	211-5353-312	CLEANING SUPPLIES	40.36	500		16.38-		Y	
	211-5353-314	CHEMICALS	9,073.50	250,000		168,827.19			
	211-5353-316	TOOLS & EQUIPMENT	238.88	1,000		728.17			
	211-5353-318	VEHICLE PARTS	40.12	200		104.91			
	211-5353-319	MISCELLANEOUS SUPPLIES	315.41	15,000		9,363.20			
	211-5353-321	NATURAL GAS & ELECTRIC	1,907.87	45,000		29,809.28			
	211-5353-322	ELECTRICITY	5,683.46	60,000		37,891.60			
	211-5353-378	PLANT MTCE & REPAIR	206.07	2,000		812.32			
	211-5353-379	OTHER WATER MNTCE MATERIAL	14.99	500		440.01			
	211-5353-432	REPAIR OF STRUCTURES	5,500.00	40,000		27,069.50			
	211-5353-439	OTHER REPAIR & MAINT. SERV	300.00	5,000		1,314.20			
	211-5353-519	OTHER PROFESSIONAL SERVICE	324.00	0		2,298.50-		Y	
	211-5353-532	TELEPHONE	206.47	2,500		1,464.42			
	211-5353-730	IMPROVEMENTS OTHER THAN BL	3,315.33	400,000		366,216.71			
	211-5354-316	TOOLS & EQUIPMENT	364.99	2,000		824.45			
	211-5354-318	VEHICLE PARTS	1,380.34	8,000		4,050.88			
	211-5354-321	NATURAL GAS & ELECTRIC	439.12	20,000		16,046.52			
	211-5354-322	ELECTRICITY	229.88	2,000		1,241.21			
	211-5354-379	OTHER WATER MAINT. MATERIA	1,949.92	25,000		13,451.98			
	211-5354-433	REPAIR OF MACHINERY	55.78	10,000		9,066.87			
	211-5354-460	OTHER PROPERTY MAINT. SERV	46.67	3,000		2,953.33			
	211-5354-730	IMPROVEMENTS OTHER THAN BL	101,808.00	234,500		109,128.54			
	211-5355-311	OFFICE SUPPLIES	508.96	5,000		3,924.77			
	211-5355-730	IMPROVEMENTS OTHER THAN BL	22,125.00	75,000		11,302.46-		Y	
	211-5356-321	NATURAL GAS & ELECTRIC	246.52	15,000		12,208.61			
	211-5356-523	PROPERTY & CASUALTY INSURA	200.00	31,974		23,780.53			
	212-5342-318	VEHICLE PARTS	1,254.75	15,000		9,804.45			
	212-5342-364	SEWER LINE REPAIR MATERIAL	128.22	3,000		2,637.78			
	212-5342-433	REPAIR OF MACHINERY	55.79	5,000		4,225.58			
	212-5342-460	OTHER PROPERTY MTCE SERVIC	46.66	5,000		4,032.66			
	212-5343-321	NATURAL GAS & ELECTRIC (AM	1,097.78	36,000		26,622.97			
	212-5343-322	ELECTRICITY (COLES-MOULTRI	692.60	7,000		4,781.42			
	212-5343-730	IMPROVEMENTS OTHER THAN BL	2,750.00	200,000		190,810.50			
	212-5344-311	OFFICE SUPPLIES	159.98	2,500		1,951.33			
	212-5344-313	MEDICAL & SAFETY SUPPLIES	201.40	2,500		2,298.60			
	212-5344-314	CHEMICALS	144.00	13,000		12,856.00			
	212-5344-316	TOOLS & EQUIPMENT	28.97	7,000		5,755.29			
	212-5344-318	VEHICLE PARTS	306.50	1,500		1,193.50			
	212-5344-321	NATURAL GAS & ELECTRIC (AM	16,849.11	320,000		241,781.86			
	212-5344-366	PLANT MTCE & REPAIR MATERI	4,656.55	40,000		32,804.84			
	212-5344-433	REPAIR OF MACHINERY	11,757.00	40,000		26,468.38			
	212-5344-434	REPAIR OF VEHICLES	155.80	5,000		3,312.53			
	212-5344-439	OTHER REPAIR & MNTCE SERVI	4,285.65	25,000		18,153.10			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	212-5344-460	OTHER PROPERTY MTCE SERVIC	5.95	30,000	20,448.61				
	212-5344-532	TELEPHONE	349.34	6,000	3,389.12				
	212-5344-730	IMPROVEMENTS OTHER THAN BL	301.00	300,000	293,579.77				
	212-5345-311	OFFICE SUPPLIES	479.23	5,000	4,035.26				
	212-5345-531	POSTAGE	15.36	16,000	10,100.50				
	212-5345-730	IMPROVEMENTS OTHER THAN BL	22,187.00	75,000	7,949.70-	Y			
	212-5346-511	PLANNING & DESIGN SERVICES	2,150.00	10,000	5,645.00				
	213-5361-321	NATURAL GAS & ELECTRIC	61.33	0	141.17-	Y			
		TOTAL:	711,290.76						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110	NON-DEPARTMENTAL	4,076.52
110-110	CITY COUNCIL	1,302.44
110-120	CITY CLERK	1,246.05
110-130	CITY ADMINISTRATOR	2,429.31
110-150	FINANCIAL ADMINISTRATION	156.03
110-160	LEGAL SERVICES	328.00
110-170	COMPUTER INFO SYSTEMS	1,097.54
110-211	POLICE ADMINISTRATION	3,049.39
110-212	CRIMINAL INVESTIGATION	1,431.38
110-213	PATROL	6,150.00
110-217	CUSTODY OF PRISONERS	6.38
110-222	COMMUNICATION SERVICES	2,982.11
110-223	AUTOMOTIVE SERVICES	7,649.83
110-224	POLICE BUILDINGS	6,345.36
110-229	AREA CRIME TASK FORCE	27,842.00
110-233	DUI ASSESSMENT EXPENDS	315.00
110-241	FIRE PROTECTION ADMIN.	6,143.96
110-243	FIRE PREVENTION	78.87
110-261	CODE ENFORCEMENT ADMIN	1,609.09
110-310	PUBLIC WORKS ADMIN	1,166.40
110-320	STREETS	6,259.88
110-332	MOSQUITO ABATEMENT	927.96
110-335	YARD WASTE COLLECTION	26.02
110-338	REFUSE COLLECT & DISPOSAL	1,049.83
110-370	CONSTRUCTION INSPECTION	120.49
110-381	CUSTODIAL SERVICES	2,617.94
110-383	BURGESS OSBORNE	340.43
110-384	RAILROAD DEPOT	118.90
110-505	ARTS COUNCIL	825.00
110-511	PARK ADMINISTRATION	2,410.45

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110-512	LAKE ADMINISTRATION	1,087.95
110-521	DEMARS CENTER	227.26
110-541	PETERSON PARK	6,230.95
110-542	LAWSON PARK	473.74
110-544	CUNNINGHAM PARK	35.53
110-551	BOYS COMPLEX	2,355.39
110-552	GIRLS COMPLEX	1,313.26
110-553	JR FOOTBALL COMPLEX	1,045.03
110-555	KINZEL FIELD	88.27
110-556	T-BALL COMPLEX	334.52
110-561	EAST CAMPGROUND	637.20
110-562	WEST CAMPGROUND	231.00
110-563	MARINA AREA	2,683.46
110-564	BEACH AREA	13.20
110-570	DODGE GROVE CEMETERY	731.68

110 TOTAL	GENERAL FUND	107,591.00
122-653	HOTEL TAX ADMINISTRATION	20,452.72

122 TOTAL	HOTEL TAX FUND	20,452.72
123-584	BAGELFEST	409.78

123 TOTAL	FESTIVAL MGMT FUND	409.78
125-150	FINANCIAL ADMINISTRATION	199,984.40

125 TOTAL	INSURANCE & TORT JDGMNT	199,984.40
128-604	MIDTOWN TIF DISTRICT	3,675.00

128 TOTAL	MIDTOWN TIF FUND	3,675.00
130-321	STREETS	44,999.39
130-608	YMCA LAND ACQUISITION	104.00

130 TOTAL	CAPITAL PROJECT FUND	45,103.39
150-604	ADMINISTRATIVE EXPENSES	554.50

150 TOTAL	I-57 EAST TIF DISTRICT	554.50
151-604	SOUTH RT 45 TIF DISTRICT	88,652.58

151 TOTAL	SOUTH RT 45 TIF DISTRICT	88,652.58
211-351	RESERVOIRS & WTR SOURCES	18,225.78
211-353	WATER TREATMENT PLANT	27,166.46
211-354	WATER DISTRIBUTION	106,274.70

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
211-355	ACCOUNTING & COLLECTION	22,633.96
211-356	ADMINISTRATIVE & GENERAL	446.52

211 TOTAL	WATER FUND	174,747.42
212-342	SEWER COLLECTION SYSTEM	1,485.42
212-343	SEWER LIFT STATIONS	4,540.38
212-344	WASTEWATER TREATMNT PLANT	39,201.25
212-345	ACCOUNTING & COLLECTION	22,681.59
212-346	ADMINISTRATIVE & GENERAL	2,150.00

212 TOTAL	SEWER FUND	70,058.64
213-361	MAINTENANCE & OPERATIONS	61.33

213 TOTAL	CEMETERY FUND	61.33

	** TOTAL **	711,290.76

NO ERRORS

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: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMERENCIPS	I-201008204205	121 5326-321	NATURAL GAS &	STREET LIGHTING	103785	10,260.46
01-001070	AMERENCIPS	I-201008274282	121 5326-321	NATURAL GAS &	208 N 19TH	103851	26.56
						VENDOR 01-001070 TOTALS	10,287.02
01-008600	COLES MOULTRIE ELECTRI	I-201008274256	121 5326-321	NATURAL GAS &	EAST RT 16	103852	93.59
01-008600	COLES MOULTRIE ELECTRI	I-201008274257	121 5326-321	NATURAL GAS &	S RT 45	103852	58.89
01-008600	COLES MOULTRIE ELECTRI	I-201008274258	121 5326-321	NATURAL GAS &	S RT 45 & PARADISE	103852	48.24
01-008600	COLES MOULTRIE ELECTRI	I-201008274259	121 5326-321	NATURAL GAS &	S RT 45 & PARADISE	103852	14.83
01-008600	COLES MOULTRIE ELECTRI	I-201008274260	121 5326-321	NATURAL GAS &	S RT 45 & PARADISE	103852	14.83
01-008600	COLES MOULTRIE ELECTRI	I-201008274261	121 5326-321	NATURAL GAS &	3020 LAKELAND BLVD	103852	7.96
01-008600	COLES MOULTRIE ELECTRI	I-201008274262	121 5326-321	NATURAL GAS &	PIATT & RT 316	103852	13.20
01-008600	COLES MOULTRIE ELECTRI	I-201008274263	121 5326-321	NATURAL GAS &	S 9TH	103852	8.70
01-008600	COLES MOULTRIE ELECTRI	I-201008274264	121 5326-321	NATURAL GAS &	SUNRISE APTS	103852	9.46
01-008600	COLES MOULTRIE ELECTRI	I-201008274265	121 5326-321	NATURAL GAS &	OLD STATE VILLAGE	103852	9.46
01-008600	COLES MOULTRIE ELECTRI	I-201008274266	121 5326-321	NATURAL GAS &	LAKELAND INN ENTRANC	103852	8.70
						VENDOR 01-008600 TOTALS	287.86

DEPARTMENT 326 STREET LIGHTING TOTAL: 10,574.88

VENDOR SET 121 MOTOR FUEL TAX FUND TOTAL: 10,574.88

REPORT GRAND TOTAL: 10,574.88

** 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	121-5326-321	NATURAL GAS & ELECTRIC	10,574.88	165,000	130,795.92				
		TOTAL:	10,574.88						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
121-326	STREET LIGHTING	10,574.88
-----	-----	-----
121 TOTAL	MOTOR FUEL TAX FUND	10,574.88
-----	-----	-----
	** TOTAL **	10,574.88

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: EHBK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001399	FREDERICK REYNOLDS	I-201009014320	221 4701-021	EMPLOYEE CONT:	REFUND INSURANCE PRE	104022	189.84
VENDOR 01-001399 TOTALS							189.84
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:		189.84
01-000221	PERSONALCARE INSURANCE	I-201008274268	221 5411-211	STOP LOSS INS:	STOP LOSS AGGREGATE	103850	1,101.48
01-000221	PERSONALCARE INSURANCE	I-201008274268	221 5411-211	STOP LOSS INS:	STOP LOSS SPECIFIC	103850	13,371.08
VENDOR 01-000221 TOTALS							14,472.56
			DEPARTMENT 411	STOP LOSS INS COVERAGE	TOTAL:		14,472.56
01-000221	PERSONALCARE INSURANCE	I-201008274268	221 5412-211	HEALTH PLAN A:	ADMIN FEES	103850	9,851.68
VENDOR 01-000221 TOTALS							9,851.68
			DEPARTMENT 412	HEALTH PLAN ADMIN	TOTAL:		9,851.68
01-000236	PERSONAL CARE	I-201008254242	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	44,790.05
01-000236	PERSONAL CARE	I-201009014294	221 5413-211	MEDICAL CLAIM:	PERSONAL CARE	000000	28,991.99
VENDOR 01-000236 TOTALS							73,782.04
			DEPARTMENT 413	MEDICAL CLAIMS	TOTAL:		73,782.04
01-000236	PERSONAL CARE	I-201008254242	221 5414-211	RX CLAIMS :	PERSONAL CARE	000000	7,411.90
01-000236	PERSONAL CARE	I-201009014294	221 5414-211	RX CLAIMS :	PERSONAL CARE	000000	11,079.77
VENDOR 01-000236 TOTALS							18,491.67
			DEPARTMENT 414	RX CLAIMS	TOTAL:		18,491.67
01-001982	FORT DEARBORN LIFE INS	I-201008254235	221 5417-212	LIFE INSURANC:	SEPT LIFE INS	104021	2,249.51
VENDOR 01-001982 TOTALS							2,249.51
			DEPARTMENT 417	LIFE INSURANCE	TOTAL:		2,249.51
			VENDOR SET 221	HEALTH INSURANCE FUND	TOTAL:		119,037.30
REPORT GRAND TOTAL:							119,037.30

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	OVER AVAILABLE BUDG	OVER BUDG
2010-2011	221-4701-021	EMPLOYEE CONTRI*NON-EXPENS	189.84	178,934-	120,124.30-				
	221-5411-211	STOP LOSS INSURANCE	14,472.56	160,000	102,228.54				
	221-5412-211	HEALTH PLAN ADMINISTRATION	9,851.68	145,000	101,117.21				
	221-5413-211	MEDICAL CLAIMS	73,782.04	1,407,139	853,915.16				
	221-5414-211	RX CLAIMS	18,491.67	525,000	339,828.23				
	221-5417-212	LIFE INSURANCE	2,249.51	32,500	23,558.21				
		TOTAL:	119,037.30						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221	NON-DEPARTMENTAL	189.84
221-411	STOP LOSS INS COVERAGE	14,472.56
221-412	HEALTH PLAN ADMIN	9,851.68
221-413	MEDICAL CLAIMS	73,782.04
221-414	RX CLAIMS	18,491.67
221-417	LIFE INSURANCE	2,249.51
221 TOTAL	HEALTH INSURANCE FUND	119,037.30
	** TOTAL **	119,037.30

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: DDBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 412 HEALTH PLAN ADMIN

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

PAY DATE RANGE: 8/16/2010 THRU 8/31/2010

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL	I-201008254250	221 5412-211	HEALTH PLAN A:	DELTA DENTAL	000000	1,158.30
						VENDOR 01-000276 TOTALS	1,158.30
						DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL:	1,158.30
01-000276	DELTA DENTAL	I-201008254238	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	1,153.66
01-000276	DELTA DENTAL	I-201008254250	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL	000000	2,214.10
						VENDOR 01-000276 TOTALS	3,367.76
						DEPARTMENT 415 DENTAL CLAIMS TOTAL:	3,367.76
						VENDOR SET 221 HEALTH INSURANCE FUND TOTAL:	4,526.06
						REPORT GRAND TOTAL:	4,526.06

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
2010-2011	221-5412-211	HEALTH PLAN ADMINISTRATION	1,158.30	145,000	101,117.21				
	221-5415-211	DENTAL CLAIMS	3,367.76	100,000	73,554.28				
		TOTAL:	4,526.06						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	1,158.30
221-415	DENTAL CLAIMS	3,367.76

221 TOTAL	HEALTH INSURANCE FUND	4,526.06

	** TOTAL **	4,526.06

NO ERRORS

Packet: 18466 - Refunds From Zone zz

G/L POSTING DATE: 9/03/2010

---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	-----DEPOSIT-----		---MESSAGE---
						CODE	-RECEIPT--	
01-16800-06	HARDWICK, CIARA M	9/03/10	FINAL BILL	103865	56.55CR	100	35987	60.00CR
01-17200-03	VATALARO, ALPHIE C	9/03/10	FINAL BILL	103866	10.76CR	100	35445	60.00CR
01-17410-17	OSBORNE JR, MAXIE P	9/03/10	FINAL BILL	103867	1.77CR	100	35588	60.00CR
01-18200-11	ASKINS, ANDREW S	9/03/10	FINAL BILL	103868	13.47CR	100	35250	60.00CR
01-19400-14	WILCOXEN, TARYN J	9/03/10	FINAL BILL	103869	34.97CR	100	34366	60.00CR
01-24810-03	HUDSON, DUSTIN S	9/03/10	FINAL BILL	103870	32.67CR	100	34837	60.00CR
02-05400-04	ROETKER, MARIE & JORDAN	9/03/10	FINAL BILL	103871	37.16CR	100	34676	60.00CR
03-15900-05	PIERCE, MISTY	9/03/10	FINAL BILL	103872	41.39CR	100	25307	40.00CR
03-20800-09	EVERS, JACQUELYN M	9/03/10	FINAL BILL	103873	55.49CR	100	35977	60.00CR
05-12200-08	GOLDSTEIN, MICHAEL J	9/03/10	FINAL BILL	103874	56.30CR	100	35520	60.00CR
05-15100-05	PHILLIPS, MICHAEL D	9/03/10	FINAL BILL	103875	2.54CR	100	33424	60.00CR
06-10900-02	NEWLIN, AMANDA L	9/03/10	FINAL BILL	103876	56.55CR	100	27818	60.00CR
10-18510-03	PETERS, MARK	9/03/10	FINAL BILL	103877	52.07CR	100	35916	60.00CR
11-11100-13	KING, JACOB A	9/03/10	FINAL BILL	103878	27.25CR	100	35202	60.00CR
13-24700-02	MESSMAN, STEPHEN A	9/03/10	FINAL BILL	103879	15.96CR	100	34901	60.00CR
14-04610-04	BURRITT, THOMAS R	9/03/10	FINAL BILL	103880	26.87CR	100	35739	60.00CR
15-09910-10	BROWN, DONNA S	9/03/10	FINAL BILL	103881	32.82CR	100	34634	60.00CR
21-00450-06	SNOW, TAMELA J	9/03/10	FINAL BILL	103882	48.32CR	100	35579	60.00CR
21-16300-05	CROMER, MATTHEW & BECKY	9/03/10	FINAL BILL	103883	26.42CR	100	35340	60.00CR
22-09100-09	DAVIS, MICHAEL V	9/03/10	FINAL BILL	103884	44.60CR	100	35417	60.00CR
23-12800-11	KOUSMA, PHILIP I	9/03/10	FINAL BILL	103885	1.81CR	100	34527	60.00CR
24-21610-12	ROBINSON, SASHA B	9/03/10	FINAL BILL	103886	7.43CR	100	35291	60.00CR
25-05300-07	YOUNG, LARRY D	9/03/10	FINAL BILL	103887	55.89CR	100	33449	60.00CR
26-11900-09	KELLEY, BRAD A	9/03/10	FINAL BILL	103888	3.63CR	100	31473	60.00CR

```
-----DEPOSIT-----
--ACCOUNT-- --NAME----- --DATE-- --TYPE----- -CK #- --AMOUNT-- CODE -RECEIPT-- --AMOUNT-- --MESSAGE-----
-----
27-23110-04 MORRIS, LULA A      9/03/10 FINAL BILL  103889      31.47CR  100 31036      60.00CR
30-01010-11 CUNNINGHAM, CHRISTOPHER J 9/03/10 FINAL BILL  103890       8.31CR  100 35573      60.00CR
30-06710-11 HILLIGOSS, AARON M      9/03/10 FINAL BILL  103891      40.51CR  100 35457      60.00CR
30-18600-12 WARMAN, PATRICIA A      9/03/10 FINAL BILL  103892      23.45CR  100 35374      60.00CR
32-05820-04 MCDANIEL, REGINA C     9/03/10 FINAL BILL  103893      48.29CR  100 35371      60.00CR
```

-----DEPOSIT-----									
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT--	---MESSAGE---
03-16600-09	FOX, TYLER E	8/20/10	FINAL BILL	103786	21.02CR	100	34776	60.00CR	
06-22500-12	HAMPTON, JESSICA R	8/20/10	FINAL BILL	103787	22.76CR	100	34783	60.00CR	
06-30400-15	PETTYJOHN, ALICIA A	8/20/10	FINAL BILL	103788	0.33CR	100	34135	60.00CR	
10-18510-04	BUTLER, JASON H	8/20/10	FINAL BILL	103789	23.41CR	100	34188	60.00CR	
11-06900-01	LOUTHAN, DEBBIE & MARK	8/20/10	FINAL BILL	103790	25.45CR	000		0.00	
20-00300-15	TRIZZLE, CAROL S	8/20/10	FINAL BILL	103791	34.16CR	100	34571	60.00CR	
20-17300-05	STEWART, CYNTHIA Y	8/20/10	FINAL BILL	103792	0.17CR	100	32754	60.00CR	
21-12110-11	HISSONG, TINA M	8/20/10	FINAL BILL	103793	49.79CR	100	35836	60.00CR	
26-16200-08	LINDER, ROY E	8/20/10	FINAL BILL	103794	51.58CR	100	35131	60.00CR	
28-28200-06	RHOADS, MISTY L	8/20/10	FINAL BILL	103795	31.23CR	100	34769	60.00CR	
30-17000-05	JAMES, ERIC L	8/20/10	FINAL BILL	103796	20.20CR	100	34972	60.00CR	
32-06310-09	CERRY, LINDSAY R	8/20/10	FINAL BILL	103797	11.97CR	100	34560	60.00CR	
32-06610-10	WOOTEN, DAVID L	8/20/10	FINAL BILL	103798	45.26CR	100	33635	60.00CR	
36-17800-06	SEBASTIAN, SHIRLEY L	8/20/10	FINAL BILL	103799	45.40CR	100	35506	60.00CR	

ITEMS FOR DISCUSSION:

A. Habitat for Humanity – 10th & Richmond

B. Progress Square Parking Lot

NEW BUSINESS:

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 _____, 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.

ATTESTED, Filed in my office,
and published in pamphlet form
this _____ day of _____, 20__.

_____, Clerk of the City
Of Mattoon, Coles County, Illinois

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 _____, 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. 2010-1397

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 _____, 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.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

Attachment (1) - EXHIBIT "A"

EXHIBIT “A”

GRANT AGREEMENT

This Grant Agreement is made this _____ day of _____, 2010, by and between the CITY OF MATTOON, Coles County, Illinois, a municipal corporation (hereinafter the “Grantor”), and Lake Land College, owner of real estate located at 301 Richmond Avenue East, Mattoon, Coles County, Illinois, (hereinafter the “Grantee”), as follows:

1. Grantor does grant unto Grantee up to the sum of One Hundred Thirty-Six Thousand Three Hundred Fifty and No/100 Dollars (\$136,350) to be disbursed as hereinafter described, subject to the following terms and conditions:

A. It is agreed and understood that said grant shall be for the sole purpose of making restorations to the building for infrastructure improvements including resurfacing of the parking lot, exterior structure improvements and landscaping to the properties located at 301 Richmond Avenue East, Mattoon, Coles County, Illinois. This grant is specifically contingent upon the undersigned first receiving initial design approval from the City. The undersigned acknowledges that the primary consideration for the grant herein from the City of Mattoon unto the undersigned is to achieve a restoration and improvement for the City, and, as such, the undersigned acknowledges this consideration and agrees to abide by the rules and regulations and oversight of the City of Mattoon for implementation and/or construction of said design including, but not necessarily limited to: construction of said design pursuant to the design specifications; prior consent from the City of Mattoon before any alterations or changes to the design; oversight authority on the part of the City of Mattoon during the construction of said design if reasonably necessary to ensure said design and specifications are being complied with. Further, as additional consideration herein, the undersigned covenants that once completed, said City-approved improvement work shall remain the same and not be substantially changed without prior written consent of the City within 10 years of completion of the same, which covenant shall survive the payment of the grant and remain obligatory unto the parties herein whether or not they retain control of the property or transfer the same to a third party within said 10 years. Should the undersigned sell or convey all or a part of

said property, it guarantees and promises unto the City of Mattoon that it shall include in the deed of conveyance a restriction on changing said improvements for said 10-year period. Said prohibition upon a substantial alteration of said exterior does not prohibit the undersigned from periodic and regular maintenance of the same, which maintenance shall include, but not necessarily be limited to, cleaning, painting and material replacement if warranted. The undersigned agrees to commence the improvements within 120 days of initial design approval from the City, and to proceed diligently to the completion of the same, but in no event to be completed in not less than 12 months from the date hereof. During said construction, the City, at any time, can issue a written notice to the undersigned that it is in violation of the agreed upon design and specifications heretofore approved by the City. The undersigned will have thirty (30) days from receipt of written notice of noncompliance with design to correct the same to the City's satisfaction or otherwise reach a mutually agreeable resolution of the same. If correction or a mutual resolution is not completed within said thirty (30) day response time, then in that event, the City may consider this grant to be in default, to cease all future payments due hereunder, and shall rescind the grant. Accordingly, the undersigned hereby agrees to assume all responsibility for any damages or claims for damages as a result of any injuries or claims for injuries for said improvements, and, further, agrees to indemnify and hold the City of Mattoon free and harmless in association with any damages or claims for damages by the undersigned, or other third parties.

B. It is agreed and understood that the grant shall be for the purpose of improvements at 301 Richmond Avenue East, Mattoon, Coles County, Illinois.

C. It is agreed and understood that there is dollar limit flexibility between the elements of construction cost as more fully set forth hereinabove. Said grant proceeds shall be based upon the actual construction cost of work, but not to exceed One Hundred Thirty-Six Thousand Three Hundred Fifty and No/100 Dollars (\$136,350) as determined by the City's authorized agent.

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

E. It is agreed and understood that improvement of said real estate shall include improvements of 301 Richmond Avenue East. Grantee warrants that the total value of the improvements at 301 Richmond Avenue East shall not be less than One Hundred Thirty-Six Thousand Three Hundred Fifty and No/100 Dollars (\$136,350), including the grant authorized by this agreement.

2. Grantor shall disburse the grant funds to Grantee in annual partial payments. These partial payments shall begin on September 1, in the year following the completion of all the restoration/renovation work and reassessment of the property and said annual payments shall continue to be paid on each September 1st thereafter until the balance is paid. The amount of each partial payment shall be fluctuate depending on the amount of tax increment generated but will be no more than Thirteen Thousand Six Hundred Thirty-five Dollars (\$13,635) or 10% of the actual construction cost for the work authorized within the scope of this grant, whichever is less, as certified by the City's authorized agent. The payments shall only be made if this grant is valid and in full force at the time the payment is to be made.

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

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

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

6. This is an outright grant and is not repayable to Grantor unless Grantee fails to perform one or more of the covenants and conditions herein by it to be performed, and in that event, Grantor shall send written notice of said breach to Grantee and afford it an opportunity to correct the same within 30 days. Should Grantee fail to correct the breach within 30 days of said written notice, then in that event, Grantor shall rescind the grant. and shall be entitled to recover from Grantee any and all grant moneys heretofore delivered to Grantee, which grant money Grantee agrees to repay unto Grantor.

7. This grant made herein is pursuant to a Council Decision Request approved by the City Council of the City of Mattoon meeting in regular session on September 7, 2010 and a Special Ordinance duly adopted by the City Council of the City of Mattoon meeting in regular session on September 7, 2010.

8. Grantee covenants unto Grantor that it intends to retain ownership of the building for the operation of a commercial business or businesses, and that it is not its intention to use the grant money herein to remodel the building and then resell the same to a third party. To secure this covenant, Grantor and Grantee agree that if the building is sold to a third party, then there shall be a rebate of the grant based upon the following schedule: if sold within one year of the date of the grant, the grant shall be null and void and there shall be a 75% rebate of the grant amount already paid; if sold after one year from the date of this grant but within two years of the date of this grant, the grant shall be null and void and then there shall be a 50% rebate of the grant amount already paid; and if sold after two years from the date of this grant but within three years of the date of this grant, the grant shall be null and void and then there shall be a 25% rebate of the grant amount already paid.

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

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

GRANTEE

Ray Rieck
On behalf of Lake Land College

CITY OF MATTOON, GRANTOR

Tim Gover, Acting Mayor

ATTEST:

Susan J. O'Brien, City Clerk

STAFF RECOMMENDATION

MEETING DATE 9/07/2010 SUBJECT: TIF Review Committee
recommendations

SUBMITTAL DATE: 9/01/2010

SUBMITTED BY: Sue McLaughlin, City Administrator

EXHIBITS (If applicable): Midtown TIF application

EXPENDITURE	AMOUNT	FUNDING
ESTIMATE: \$32,821	BUDGETED: \$100,000	REMAINING: \$81,104

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

I, Mayor Tim Gover move to accept the recommendations of the TIF Review Committee for the following project:

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

1. Bernard deBuhr Jr.on behalf of deBuhr's Seeds & Feeds Inc

The applicant owns 2001-03 Western Avenue. The property has some wall issues and they are interested in renovating the property. Included in the project is the replacement of the brick front and windows at a total cost of \$36,468. The TIF ordinance allows the City to reimburse up to 90% of costs as a façade grant so the City's grant would be for \$32,821.

The TIF Review Committee recommends a façade grant not to exceed \$32,821 after improvements have been made and the property has been reassessed.

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 _____, 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.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

J. Preston Owen, City Attorney

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

Attachment (1) - EXHIBIT "A"

EXHIBIT "A"

GRANT AGREEMENT

This Grant Agreement is made this _____ day of _____, 2010, by and between the CITY OF MATTOON, Coles County, Illinois, a municipal corporation (hereinafter the "Grantor"), and Bernard deBuhr, owner of real estate located at 2001-03 Western Avenue, Mattoon, Coles County, Illinois, (hereinafter the "Grantee"), as follows:

1. Grantor does grant unto Grantee up to the sum of Thirty Two Thousand Eight Hundred Twenty-One and No/100 Dollars (\$32,821) to be disbursed as hereinafter described, subject to the following terms and conditions:

F. It is agreed and understood that said grant shall be for the sole purpose of making restorations to the building for façade improvements including exterior structure improvements, window and door replacement to the property located at 2001-03 Western Avenue, Mattoon, Coles County, Illinois. This grant is specifically contingent upon the undersigned first receiving initial design approval from the City. The undersigned acknowledges that the primary consideration for the grant herein from the City of Mattoon unto the undersigned is to achieve a restoration and improvement for the City, and, as such, the undersigned acknowledges this consideration and agrees to abide by the rules and regulations and oversight of the City of Mattoon for implementation and/or construction of said design including, but not necessarily limited to: construction of said design pursuant to the design specifications; prior consent from the City of Mattoon before any alterations or changes to the design; oversight authority on the part of the City of Mattoon during the construction of said design if reasonably necessary to ensure said design and specifications are being complied with. Further, as additional consideration herein, the undersigned covenants that once completed, said City-approved improvement work shall remain the same and not be substantially changed without prior written consent of the City within 10 years of completion of the same, which covenant shall survive the payment of the grant and remain obligatory unto the parties herein whether or not they retain control of the property or transfer the same to a third party within said 10 years. Should the undersigned sell or convey all or a part of said property, it guarantees

and promises unto the City of Mattoon that it shall include in the deed of conveyance a restriction on changing said improvements for said 10-year period. Said prohibition upon a substantial alteration of said exterior does not prohibit the undersigned from periodic and regular maintenance of the same, which maintenance shall include, but not necessarily be limited to, cleaning, painting and material replacement if warranted. The undersigned agrees to commence the improvements within 120 days of initial design approval from the City, and to proceed diligently to the completion of the same, but in no event to be completed in not less than 12 months from the date hereof. During said construction, the City, at any time, can issue a written notice to the undersigned that it is in violation of the agreed upon design and specifications heretofore approved by the City. The undersigned will have thirty (30) days from receipt of written notice of noncompliance with design to correct the same to the City's satisfaction or otherwise reach a mutually agreeable resolution of the same. If correction or a mutual resolution is not completed within said thirty (30) day response time, then in that event, the City may consider this grant to be in default, to cease all future payments due hereunder, and shall rescind the grant. Accordingly, the undersigned hereby agrees to assume all responsibility for any damages or claims for damages as a result of any injuries or claims for injuries for said improvements, and, further, agrees to indemnify and hold the City of Mattoon free and harmless in association with any damages or claims for damages by the undersigned, or other third parties.

G. It is agreed and understood that the grant shall be for the purpose of improvements at 2001-03 Western Avenue, Mattoon, Coles County, Illinois.

H. It is agreed and understood that there is dollar limit flexibility between the elements of construction cost as more fully set forth hereinabove. Said grant proceeds shall be based upon the actual construction cost of work, but not to exceed Thirty-Two Thousand Eight Hundred Twenty-One and No/100 Dollars (\$32,821) as determined by the City's authorized agent.

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

J. It is agreed and understood that improvement of said real estate shall include improvements of 2001-03 Western Avenue. Grantee warrants that the total value of the improvements at 2001-03 Western Avenue shall not be less than Thirty-Two Thousand Eight Hundred Twenty-One and No/100 Dollars (\$32,821), including the grant authorized by this agreement.

2. Grantor shall disburse the grant funds to Grantee in one lump sum following the completion of all the restoration/renovation work and reassessment of the property. The payment shall only be made if this grant is valid and in full force at the time the payment is to be made.

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

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

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

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

Grantee any and all grant moneys heretofore delivered to Grantee, which grant money Grantee agrees to repay unto Grantor.

7. This grant made herein is pursuant to a Special Ordinance adopted by the City Council of the City of Mattoon meeting in regular session on September 7, 2010.

8. Grantee covenants unto Grantor that it intends to retain ownership of the building for the operation of a commercial business or businesses, and that it is not its intention to use the grant money herein to remodel the building and then resell the same to a third party. To secure this covenant, Grantor and Grantee agree that if the building is sold to a third party, then there shall be a rebate of the grant based upon the following schedule: if sold within one year of the date of the grant, the grant shall be null and void and there shall be a 75% rebate of the grant amount already paid; if sold after one year from the date of this grant but within two years of the date of this grant, the grant shall be null and void and then there shall be a 50% rebate of the grant amount already paid; and if sold after two years from the date of this grant but within three years of the date of this grant, the grant shall be null and void and then there shall be a 25% rebate of the grant amount already paid.

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

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

GRANTEE

CITY OF MATTOON, GRANTOR

Bernard deBuhr
On behalf of deBuhr's Seed & Feed

Tim Gover, Acting Mayor

ATTEST:

Susan J. O'Brien, City Clerk

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 _____, 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.

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 7th day of June 2006, by and between the CITY OF MATTOON, COLES COUNTY, ILLINOIS (hereinafter the "City") and, the MATTOON FIRE FIGHTERS ASSOCIATION, LOCAL 691, IAFF, AFL-CIO, (hereinafter the "Union").

"Parties" refers to the "City" and the "Union"

"Department" refers to the City of Mattoon Fire Department.

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

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

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

ARTICLE 1 RECOGNITION

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

ARTICLE 2 UNION SECURITY

Section 1 Union Business

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

Section 2 Dues Checkoff

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

Section 3 Fair Share Service Fee

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

Section 4 Right of Nonassociation

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

Section 5 Administration of Payroll Deductions

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

Section 6 Printing and Supplying Agreement

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

ARTICLE 3 MANAGEMENT RIGHTS

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

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

ARTICLE 4 HOURS OF WORK

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

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

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

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

ARTICLE 5 WAGES

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

ARTICLE 6 OVERTIME RULES

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

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

Vacation is: From last day worked to first day back

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

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

E. All new employees will be added to the overtime list after completion of their probationary period. The employee will be given the highest total hours plus one.

F. Same rank shall work overtime with the exceptions of rules B and L.

- Captain for Captain
- Driver for Driver
- Firefighter for Firefighter

G. When calling an employee for the purpose of securing someone to work overtime the following steps shall be used.

Step 1. The employee shall be called by telephone or contacted on duty. The employee's designated telephone number will be used. A second number may be placed on file, but no more than two (2) numbers shall be placed on file for each employee.

Step 2. If the employee has not been reached after Step 1, the Shift Captain or Captain seeking the overtime may wait a reasonable amount of time if available to move down to the next employee on the list shall be called. If one list is exhausted then Rule L shall apply.

Step 3. These steps shall be followed until the overtime is awarded or Overtime Rule H is imposed.

H. In the event no one can be secured to work overtime on a given, day, the employee working that position the day before will have to work over and shall receive pay at the overtime rate.

I. In the event of a Department call-back for an emergency situation, any Fire Department member who is on vacation or other day off may be allowed to work at overtime rate of pay. At the termination of the emergency, the normal rules of overtime shall apply.

J. In the event an off-duty employee is called in to work, the employee shall be paid not less than two (2) hours of overtime. In the event an employee is held over for any reason, the employee will be paid overtime for the actual time worked rounded to the nearest quarter hour.

K. There shall be an updated copy of the overtime list for each rank at Station #1. The Chief, Officer or Acting Officer making the arrangements for overtime shall notify the Officer or Acting Officer at Station #1 of all arrangements for overtime. It shall be the responsibility of the Officer or Acting officer at Station #1 to update the other stations of overtime arrangements. The list at Station #1 shall be kept in a location accessible to all employees.

L. If the overtime list for the rank needed has been called without a member accepting the overtime, then the other two ranks shall be offered the overtime. The order in which the ranks shall be called will be: Overtime for Captains-Captains list, Drivers list, then Firefighters list; Overtime for Driver-Driver list, Firefighters list, then Captains list; Overtime for Firefighter-Firefighters list, Drivers list, then Captains list.

M. In instances where a paramedic is needed for overtime, the paramedic overtime list shall be used.

N. The Starting for the new list will be when this contract is ratified. The new list will be implemented that day. The New list will be started by seniority. The most senior at the top. The hours awarded to start the list shall be 1.001 for the first name on top of the list. 1.002 for the second. And 1.003 for the third and so on down the list. This reason for the decibel is so that at any time two employee have the same hours the senior employee will show as having less.

ARTICLE 7 VACATION LEAVE

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

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

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

Eleven (11) scheduled workdays or tours of duty upon completion of twenty (20) years of service.

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

Vacation time shall be selected by workdays or tours of duty. Vacations may be selected in any combination of consecutive workdays or tours of duty with a minimum pick of one (1) tour of duty. Once vacation time or days off have been selected and submitted to the chief, the days selected shall not be changed unless the changes are approved in advance in writing by the Chief. Employees leaving the service of the City shall receive the pro-rata value of accrued vacation with their last paycheck. The pro-rata value of accrued vacation shall be computed by the total

number of vacation days for which an employee is eligible divided by twelve multiplied by the number of months since the employee's employment anniversary date, less any vacation days used during the calendar year.

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

ARTICLE 8 PERSONAL DAYS

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

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

Accrued but unused personal time shall be paid to the employee upon separation of service. The payout shall be calculated as follows. Employees shall receive .657 hours of credited personal time for each calendar day from January 1 of the year of separation to the date of separation. Any hours used from January 1 of the year of separation to the date of separation shall be deducted from the credited amount to arrive at the hours to be paid to the employee. Should the employee have personal time in excess of that actually accrued at the time of separation of service, an amount equal to the excess hours paid shall be deducted from the employee's last paycheck.

ARTICLE 9 SICK LEAVE

Section 1 Accrual

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

Employees leaving the service of the City shall be paid for 50 Percent (50%) of their accrued sick leave. The maximum number of days used to calculate the payback shall be seventy-two (72) workdays or tours of duty. The payback shall be calculated at the employee's final rate of pay (before any longevity spike) provided the employee has not less than ten (10) consecutive years of service with the City.

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

Section 2 Major Illness Leave Pool

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

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

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

The Major Illness Leave Pool shall be administered by the Major Illness Leave Pool Board. The board shall consist of one City Commissioner (the Commissioner of Accounts and Finances) who shall be the chairman, one member from American Federation of State, County and Municipal

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

ARTICLE 10 OTHER PAID LEAVES

Section 1 Bereavement Leave

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

Section 2 Emergency Leave

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

Section 3 Education Leave

Employees may at the discretion of Chief be granted leave for educational purposes to attend conferences, seminars, briefings or actual classes in a school which are of a nature to improve, maintain, or upgrade that individual's certification, skills, and/or professional ability. While on education leave the employee will receive his or her regular daily wage for each day that he or

she would have worked. The City will absorb the costs incurred for continuing education. Costs may include, but not be limited to tuition, room and board, book fees, and any other related costs. If these costs include Per Diem for meals, this amount will be given to the employee before leaving for the class. If an employee has a scheduled day off during a class that he/she is attending the employee may move that day to another day at their discretion.

Section 4 Family Medical Leave

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

Section 5 Court Time

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

ARTICLE 11 INSURANCE

Section 1. Health Plan

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

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

C. Benefits under the health care plan shall be available to a surviving spouse of any employee or retired employee until such time as the surviving spouse reaches the age of sixty-

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

Section 2. Life Insurance Plan

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

Section 3 Post-Employment Health Plan

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

Section 4. Indemnification and Insurance for Malpractice and Occupational Injuries

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

ARTICLE 12 GRIEVANCE PROCEDURE

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

Section 1 Definitions

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

Section 2 Time Limits

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

Section 2 Procedure and Steps

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

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

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

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

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

Step 6. Arbitration

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

**ARTICLE 13
RULES, REGULATIONS AND POLICIES**

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

Section 1 Standard Operating Guidelines

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

Committee shall meet Quarterly for review of the SOG's throughout the year when a circumstance suggests change is necessary.

Section 2. Final Determinations on Rules and Regulations

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

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

**ARTICLE 14
WORK PRESERVATION**

Section 1 Subcontracting

It is the general policy of the Employer to continue to utilize employees to perform the work they are qualified to perform. However the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency.

Section 2 Bargaining Unit Integrity

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

Section 3 Mutual Aid Agreements

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

Section 4 Additional Duties/Volunteer Service

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

**ARTICLE 15
SENIORITY**

Section 1 Definition of Seniority

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

Section 2 Seniority List

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

Section 3 Layoff and Recall

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

Section 4. Service Outside the Bargaining Unit

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

**ARTICLE 16
DRUG POLICY**

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Department present unacceptable risk to the safety and wellbeing of other employees and the public, invite

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

ARTICLE 17 SCHEDULING AND STAFFING

Section 1 Scheduling

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

Section 2 Staffing

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

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

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

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

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

ARTICLE 18 CERTIFICATIONS

Section 1 Firefighter II Certification

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

Section 2 Emergency Medical Technician / Basic Certification

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

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

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

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

Section 3 Failure to Achieve or Maintain Certifications

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

Section 4 Grandfather Provisions Pertaining to Certifications

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

Section 5 Emergency Medical Technician/Paramedic Supplement Pay

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

Section 6 Paramedic Training

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

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

ARTICLE 19 UNIFORMS, CLOTHING AND EQUIPMENT

Section 1 Uniform Clothing and Protective Gear

A. Each member of the Fire Department upon being assigned to duty will be issued personal protective clothing as governed by State and Federal Law and past practices. Protective clothing will include, but not limited to: helmet, turnout coat, bunker pants, boots, nomex hood and gloves. The City shall supply this equipment. When said protective clothing

becomes damaged or unsafe through use, it will be replaced by the City to ensure proper safety of the firefighter.

- B. The City shall furnish all station uniforms, required of employees by the City of perform their duties, without cost to the employees. The Union shall decide upon one style of station shoes or boots, rather than by personal preference. The style of shoes or boots chosen by the Union shall be restricted to a style that is of leather or heavy weight construction that are black in color and capable of being polished and of a cost subject to reasonable approval of the Chief. Athletic or tennis shoes are prohibited. Uniforms shall be maintained in good and safe condition. The chief shall have the authority to designate uniforms and equipment.
- B. If the employees' uniform is damaged due to normal work conditions or exposed to biohazard material the city will pay for the cleaning or replacement of the uniform as needed at no cost to the employee. If the city approves a change in uniforms the employer will at their cost replace all uniforms.

Section 2 Personal Devices and Equipment

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

ARTICLE 20 RESIDENCY

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

ARTICLE 21 SAFETY

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

The Safety Committee shall:

1. Review and approve written policies and procedures for each of the written programs required by OSHA.
2. Conduct safety audits, review accident reports formulate accident prevention recommendations and otherwise critique the Employer's safety and risk management program.

3. Make personal inspections, participate in government inspections and investigate complaints concerning allegations of unsafe or unhealthy conditions.
4. Promote education programs, which will motivate adoption of safe working habits.

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

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

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

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

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

ARTICLE 22 LIGHT DUTY PROVISIONS

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

ARTICLE 23 GENERAL PROVISIONS

Section 1 Holiday Pay

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

Section 2 Temporary Assignments

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

Section 3 Records

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

Section 4 Discrimination

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

**ARTICLE 24
LEGAL EFFECT AND SEVERABILITY**

Section 1 Contract Takes Precedent

In Accordance with Section 15 of the Illinois Public Labor Relations Act the terms of this agreement shall supersede any contrary statutes, charters, ordinances, rules or regulations

relating to wages, hours, and conditions of employment and employment relations adopted by the public employer or its agents.

Section 2 City of Mattoon Code of Ordinances

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

Section 3 Invalidity

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

ARTICLE 25 PAST PRACTICES AND RESERVATIONS OF RIGHTS

Section 1 Custom and Practice

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

Section 2 Reservation of Rights

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

Section 3 Retroactive Application

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

ARTICLE 26 DURATION

Section 1 Term

This Agreement shall become effective May 1, 2010 and extend until the 30th day of April 2011.

Section 2. Negotiation of Successor Agreement

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

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

This collective bargaining agreement was approved by Special Ordinance **No. 2006-**
adopted by the Mattoon City Council on the June 6, 2006.

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

ATTEST:

Susan O'Brien, City Clerk

This Agreement is executed this 1th day of May, 2010.

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

BY: _____

BY: _____

BY: _____

BY: _____

APPENDIX A
FIREFIGHTERS BARGAINING UNIT WAGE SCHEDULE

Section 1 Base Pay Schedule

Job Classification	2010/2011 Base Hourly Wage	2010/2011 Base Annual Salary
Firefighter (1 st Year)	\$13.09	\$34,983.79
Firefighter (2 nd Year)	\$17.92	\$47,884.65
Firefighter (3 rd – 5 th Year)	\$18.19	\$48,604.88
Firefighter (6 th – 9 th Year)	\$18.46	\$49,325.10
Firefighter (10 Years and Over)	\$18.73	\$50,043.17
Drivers	\$19.79	\$52,875.68
Captains	\$20.71	\$55,324.77
Shift Captains	\$21.75	\$58,116.00

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

Section 2 Longevity Pay

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

- 04 Years 2% of Annual Base Salary (2% total)
- 06 Years An additional 3% of Annual Base Salary (3% Total)
- 08 Years An additional 4% of Annual Base Salary (4% Total)
- 10 Years An additional 5% of Annual Base Salary (5% Total)
- 12 Years An additional 6% of Annual Base Salary (6% Total)
- 14 Years An additional 7% of Annual Base Salary (7% Total)
- 16 Years An additional 8% of Annual Base Salary (8% Total)
- 18 Years An additional 9% of Annual Base Salary (9% Total)
- 20 Years An additional 10% of Annual Base Salary (10% Total)
- 22 Years An additional 11% of Annual Base Salary (11% Total)
- 24 Years An additional 12% of Annual Base Salary (12% Total)
- 26 Years An additional 13% of Annual Base Salary (13% Total)
- 28 Years An additional 14% of Annual Base Salary (14% Total)

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

This additional longevity compensation shall be payable:

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

Section3 Shift Captian

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

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

APPENDIX B

City of Mattoon Employee Group Health Plan

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

City of Mattoon Employee Group Health Plan

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

City of Mattoon Employee Group Health Plan

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

City of Mattoon Employee Group Health Plan

Current Plan	
Calendar Year Deductible & Maximums	
Lifetime Maximum Benefit: \$2 Million	
Calendar Year Deductible: Network: Non-network Individual - \$300 Individual - \$500 Family - \$600 Family - \$1,000	
The family maximum includes covered expenses that are used to satisfy deductibles for all family members combined. Carry-over deductible applies as provided in the current plan.	
There are separate yearly deductibles for dental benefits.	
Calendar Year Out of Pocket Maximum in Excess of Deductible: Individual: PPO Providers - \$1,000 Non PPO Providers - \$2,000 Family: PPO Providers - \$2,000 Non PPO Providers - \$4,000	
The family out-of-pocket maximum includes out-of-pocket maximums for all family members combined. PPO/Non PPO expenses will be applied equally toward the satisfaction of both the PPO and Non-PPO out-of-pocket maximums.	
There are separate yearly out-of-pocket maximums for dental benefits	

APPENDIX C

DRUG POLICY

Section 1 – General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Fire Department present unacceptable risks to the safety and well being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them, obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

In the interest of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, and to implement this general policy regarding drugs and alcohol.

Section 2 – Definitions

A. *“Drugs” shall mean any controlled substance listed in 720 ILCS 570/100 et seq., known as the Controlled Substance Act, for which the person tested does not submit a valid predated prescription. Thus, the term “drugs” includes both abused prescription medications and illegal drugs. In addition, it includes “designer drugs” which may not be listed in the Controlled Substance Act, but which have adverse effects on perception, judgment, memory or coordination. A listing of drugs covered by this Policy are:*

Opium	Mehtaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

B. *“Impairment” due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exist (or is presumed), incapacity for duty shall be presumed.*

C. *“Positive Test Results” shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug, or drug metabolite concentrations at or above the concentration specified in Section 6 and Section 13.*

- D. The term “drug abuse” includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug, which results in impairment while on duty.

Section 3 – Prohibitions

Fire Fighters shall be prohibited from:

- A. Consuming or possession of alcohol or illegal drugs at any time during the workday on any of the Employer’s premises or job sites, including all of the Employer’s buildings, properties, vehicles and the employee’s personal vehicle while engaged in the business of the Employer.
- B. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
- C. Being under the influence of drugs or alcohol during the course of the workday.
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Violation of these prohibitions will result in disciplinary action up to and including discharge.

Section 4 – The Administration of Tests

- A. Informing Employees Regarding Drug Testing: All employees will be fully informed, in writing, of the Employer’s drug testing policy before testing is administered. Employees, will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will inform the employees of how the tests are conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him or her.
- B. Pre-Employment Screening: All new Fire Fighter applicants will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment.
- C. When a Test May Be Compelled: There shall be no across-the-board or random drug testing of employees. Where there is reasonable suspicion to suspect that an employee is under the influence of drugs and is impaired while on duty, that employee may be required to report for drug testing. When a supervisor has reasonable suspicion to suspect that an employee is impaired, that supervisor shall have the Fire Chief confirm that suspicion. If the suspicion is confirmed, the Union shall be notified and the Fire Department shall arrange for the drug test. Management shall inform the employee being ordered to submit to the test of his/her right to consult with a Union Representative before submitting to the test. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for discharge.

D. Reasonable Suspicion Standard: Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using and/or is physically impaired due to being under the influence of alcohol or controlled substances. Reasonable suspicion will be based upon, the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substance;
2. Information provided by an identifiable, reliable and credible source(s) of which is independently corroborated.

It is understood that a drug test may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
3. When an employee is involved in an accident where there is reasonable suspicion of illegal drug use or alcohol abuse.

E. Order to Submit to Testing: At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union at the time the order is given. No questioning of the employee shall be conducted that is not consistent with the "Firemen's Disciplinary Act". A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 5 - Conduct of Tests

In conducting the testing authorized by this Agreement, the Employer shall:

- A. Use only a clinical laboratory or hospital facility that is mutually agreed by the Union and the Employer, and is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- B. Ensure that the laboratory or facility selected conforms to all NIDA standards;

- C. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such result available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GC/MS). At the time of a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to insure that the specimen tested by the laboratory is that of the employee;
- D. **Collect a sufficient sample of the same body fluid or material from a firefighter to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;**
- E. Collect samples in such manner as to preserve the individual employee's right to privacy ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable suspicion that the employee has attempted to compromise the accuracy of the testing procedure;
- F. Confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provide quantitative data about the detected drug or drug metabolites;
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense;
- H. Require that with regard to alcohol testing, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive, except, that on duty employees assigned and performing the duties to drive fire apparatus who test at a .04 or above at any time on duty for alcohol concentration shall be considered positive;
- I. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- J. Ensure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files;
- K. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be

obtained by the Employer inconsistent with the understanding expressed herein, the Employer shall not use such information in any manner or forum adverse to the employee's interest.

Section 6- Drug Testing Standards

A. Screening Test Standards: The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	Initial Test Level
Marijuana Metabolites	100 ng/ml
Cocaine metabolites.....	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

B. Confirmatory Test Standards: All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff level listed below. All confirmations shall be by quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

	Confirmatory Test Level
Marijuana metabolites ¹	15 ng/ml
Cocaine metabolites ²	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine.....	500 ng/ml

¹ Delta-9-tetrahydrocannabinol-9carboxylic acid.

² Benzoyllecgonine

Section 7 – Right to Contest

The Union and/or the employee, with or without the Union shall have the right to file a grievance concerning any testing permitting by this Agreement.

Section 8 - Voluntary Request for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he /she is unfit for duty in his/her current assignment. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above. No employee shall be relieved or transferred to other than his/her usual duties on the basis of one test result although the employee may be reevaluated for his/her duty assignment. When undergoing treatment and evaluation, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment.

Section 9 - Discipline

Discipline shall be implemented in accordance with the Collective Bargaining Agreement for just cause. The only exception shall be under Section 8 of this Article.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined (i.e. determination by and independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment. Employees who are taking prescribed or over-the-counter medication that has an adverse side effect, which interfere with the employee's ability to perform normal duties may be temporarily reassigned with full pay to other more suitable duties.

Section 10 – Confidentiality of Test Results

The results of drug and alcohol test will be disclosed to the person tested, the Fire Chief, the Personnel Director, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. If the employee is represented by a Union and consents in writing, test results will be disclosed to the employee's Union. Test results will not be disclosed externally except where the person tested consents. Any employee, whose drug/alcohol screen is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2010-2816

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 _____, 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.

**City of Mattoon
Council Decision Request**

MEETING DATE: 9/7/2010 CDR NO: 2010-1134

SUBJECT: Promotions of Shift Captains

SUBMITTAL DATE: 8/25/2010

SUBMITTED BY: Anthony Nichols, Fire Chief

APPROVED FOR Sue McLaughlin
COUNCIL AGENDA: City Administrator Date of Approval: _____

EXHIBITS: N/A

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$ 180,676.00	\$ 180,676.00	\$ 2,596,068.00	\$ 0

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 Fire Chief to promote the following personnel to the rank of Shift Captain: Doug Dodson, Sean Junge and Dennis Camfield. Promotions were effective September 1, 2010.

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

The individuals listed above finished in the top three on the promotional list. They have been recommended by the Board of Fire and Police Commissioners. Denny Kingery and Brian Hoenes will return to the rank of Captains. Doug Dodson will remain as a Shift Captain while Sean Junge and Dennis Camfield will take the other two positions. This is to satisfy the side letter agreement between the City and the Fire Department's union - Mattoon Firefighters Association, Local 691 International Association of Firefighters, AFL-CIO.

**City of Mattoon
Council Decision Request**

MEETING DATE: 9/7/10 CDR NO: 2010-1135 SUBJECT:
Planning Commission
Appointment

SUBMITTAL DATE: 8/24/10

SUBMITTED BY: Sue McLaughlin, City Administrator

EXHIBITS (If applicable):

EXPENDITURE		AMOUNT		CONTINGENCY FUNDING
ESTIMATE:	N/A	BUDGETED:	N/A	REQUIRED: N/A

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

“I move to ratify the Mayor’s nomination of the following to the newly-merged
Planning Commission:
Brian Titus (2013)

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

This is the final appointment to the new Planning Commission.

Brian Titus

409 Crescent Drive

234-3458

Jeff Branson

From: Jason J. Taylor
Sent: Tuesday, July 27, 2010 2:43 PM
To: Jeff Branson
Subject: FW: estimate for floor

-----Original Message-----

From: Dustin Smith [mailto:dustin_smith14@yahoo.com]
Sent: Sunday, July 25, 2010 9:34 PM
To: Jeff Branson; Jason J. Taylor; ceinc05@yahoo.com
Subject: estimate for floor

Alright got some numbers for you. These are some max numbers, that way we can have some room to work if needed to cheapen it up.
Call with any questions and i can explain it. Thanks for the opportunity.

First would be the removal and it is estimated like we talked about at 2.00/sq.
ft max = 6,622.00
1st floor and basement= 14,899.50
total=21,521.50

This is the max prices like I said but I think I can get you guys what you want for around 18,000.00-19,000.00 All the above is for polished concrete with color There is another cheaper option if you take out color it will take 2300.00 off

You can epoxy it for removal price plus 8500.00
total- 15,122.00

Hope I confused you enough. Give me a call to discuss Dustin Smith
217-549-3638

**City of Mattoon
Council Decision Request**

MEETING DATE: 09/07/10 CDR NO: 2010-1137

SUBJECT: Approving specifications and authorizing the seeking of bids for backhoe

SUBMITTAL DATE: 8/26/10

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR Sue McLaughlin
COUNCIL AGENDA: City Administrator Date _____

EXHIBITS (If applicable): Bid documents

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$ 100	\$ 99,000	\$ 90,766.60	\$ 0

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 backhoe.”

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

Approving this CDR will allow staff to advertise to seek bids for a backhoe.

This purchase is budgeted in this year’s budget in the Sewer Collection System (212-5342-740) and Water Distribution System (211-5354-742).



ADVERTISEMENT FOR BIDS

THE CITY OF MATTOON invites bids on the following:

BACKHOE – 4 Wheel Drive Backhoe with front multi purpose loader bucket

Detailed specifications and bid documents are available for examination and copies can be obtained in the City Clerk's Office at Mattoon City Hall, 208 N 19th St., Mattoon, IL 61938.

Bids must be sealed and submitted in writing to the City Clerk, Mattoon City Hall, 208 N. 19th St, Mattoon, IL 61938, by 11:00 a.m. on Tuesday September 21, 2010, at which time a public opening of the sealed bids will be conducted.

THE CITY OF MATTOON will award the bid to the most responsive bidder who complies with the bid requirements and specifications. The city may reject any bid not in compliance with all prescribed public bidding procedures and specification requirements.

City of Mattoon

Telephone: (217)235-5654

Fax: (217)238-6435

Authorized for bid on _____

Mayor

**CITY OF MATTOON
208 N 19TH STREET
MATTOON, IL 61938**

**INVITATION TO BID
4-WHEEL DRIVE BACKHOE WITH FRONT 4-N-1 LOADER BUCKET**

Bid closing date: September 21, 2010
Bid closing time: 11:00 a.m.

All bids must be received by City Clerk, Mattoon City Hall, 208 N. 19th St., Mattoon, IL 61938 prior to the bid closing at the date and time shown. Late proposals will not be accepted. The outside of the envelope if mailed must say "BACKHOE BID" and include opening date and time to prevent opening until proper time.

DESCRIPTION: Standard 4-wheel drive backhoe with front multi purpose loader bucket with out riggers.
GENERAL INFORMATION: The backhoe to be furnished under this proposal shall be the manufacturer's latest model and design, new and unused.

The attached technical specifications are considered to be the **MINIMUM** requirements for this piece of equipment. Each specification has been numbered for reference. Each bidder must indicate their compliance with these specs with a statement of acknowledgement on the Bid Proposal sheet. Failure to comply with this requirement may result in the bid proposal being rejected. Proposals taking complete exception will be considered unresponsive and will be rejected.

Each bidder shall furnish satisfactory evidence of the manufacturer's ability to construct, supply service parts and technical assistance for the unit specified. Each bid shall be accompanied by detailed specifications of the unit proposed. Sales brochures, photographs, etc. may be included. Total price indicated on the bidder's proposal sheet must include all items contained in the specifications. Listing any items as extra cost item will automatically be rejected.

The City of Mattoon reserves the right to accept or reject any or all bids on such basis as it deems to be in their best interest. Equipment shall be in its intended use condition upon delivery. There shall be no freight or setup charges added to the bid. Delivery time must be quoted in bid proposal. Upon delivery the awarding bidder shall show City of Mattoon employees the use of all features on the machine.

BACKHOE WITH FRONT MULTI PURPOSE LOADER BUCKET
All said specifications are minimum specifications, greater than or equal to specifications will be accepted

1. Basic Specifications

- Vehicle shall be four wheel drive
- Vehicle shall be no less than 98 net horse power
- Vehicle shall have extendable dipper stick

2. Engine

- Engine shall have no less than 98 net horse power
- Engine shall have lubrication pressure system with flow spin on filter
- Engine shall have dual stage dry type air cleaner
- Engine fuel system shall have spin on type fuel filters
- Engine cooling system shall have a suction style fan
- Engine coolant range shall be -34 degrees
- Engine oil cooler shall be oil to water type

3. Electrical

- Voltage shall be 12 volts
- Dual Batteries

4. Power Train/Transmission

- Transmission shall have 4 forward speeds and 3 reverse

5. Steering

- Unit shall have hydrostatic power steering

6. Brakes

- Brakes shall be power – assisted hydraulic self adjusting and self equalizing
- Parking brake shall be spring applied and independent of the service brakes
- Vehicle shall have interlocking foot brake

7. Hydraulics

- Hydraulic pump shall deliver 42 GPM
- Hydraulic pump shall have spin-on type filter
- Hydraulic hoses shall be routed so no chafing will occur

8. Tires

- Front tires shall be industry standard
- Rear tires shall be a minimum of 21L x 24
- There shall be no additives added

9. Operations Station

- Cab shall have cabin air with a/c
- Cab shall provide for operators to have complete control of the backhoe pilot controls from inside the cab
- Backhoe shall have two lever pilot controls with a pattern select
- Cab shall be equipped with two doors and four opening windows
- Cab shall be isolated with rops/fops
- Air Ride suspension seat
- Cab shall be radio ready for our fm radio

10. Backhoe

- Backhoe must successfully place a four (4) foot manhole
- Backhoe digging depth shall be a minimum of 19'5" while extended, when digging a 2' flat bottom
- Backhoe bucket shall be 24" heavy duty high capacity bucket with pin on teeth – bucket must be from the same brand as manufacturer as the backhoe, the bucket must be the highest volume manufacturer offer
- Backhoe must have a lift point, if no lift point is available a sky hook will be allowed
- Backhoe must have auxiliary hydraulics to run a hydra hammer
- Backhoe shall have two lever pilot controls with a pattern select
- Outriggers must have flip pads
- Shall have minimum of 2,400 lbs extended boom lift at 12ft
- No side shift will be allowed

11. Front Loader Bucket

- Bucket shall be multi purpose bucket, with a minimum 1.2 yd³ capacity
- Bucket shall provide minimum of 4" below ground digging depth with bucket level
- Front loader shall have a minimum of 9,600 lbs breakout force
- Front loader bucket shall be a multi purpose bucket with no tool carrier

12. Desired Optional Equipment

- Engine block heater
- Ride control
- Halogen work lights
- Four (4) corner LED strobe warning lights on the cab
- Largest fuel tank available
- There shall be 1000 lbs in front counter weight

13. Warranty/Service

- **Dealer shall provide total service package including all scheduled services set by manufacturer. A minimum of 24 hour notice shall be given to the City of Mattoon before scheduled maintenance.**
- **Dealer shall provide total “bumper to bumper” warranty for five (5) years or 5,000 hours. If unit will be down for more than three (3) days for any reason the awarding bidder shall provide another unit of like kind and type. The bidder is responsible for all transportation costs to and from the City of Mattoon Public Works Building**
- **There shall be no addition charges for service call outs – this is to be included in price quoted**
- **Services call outs shall not be dispatched to Mattoon Illinois any farther than a 40 miles radius from Mattoon.**
- **Dealer shall provide all operator manuals**

Trade in Bid: The City of Mattoon will be declaring a current backhoe surplus. The City of Mattoon has included a line item for a mandatory trade-in allowance to be submitted with this Bid Proposal. Failure to provide trade-in allowance with this bid will be cause for rejection of the bid. The City of Mattoon does not have to accept the trade-in bid if it is not in the city’s best interest. Upon the bid opening the apparent low bidder’s trade in allowance will be the reserve price at auction. The auction duration will be five (5) days immediately following the bid process. At the end of the five (5) days if the reserve has not been met then the trade in will be awarded to the bidder.

The City of Mattoon has declared vehicle number 565 surplus. This backhoe is a 2000 Case 580 Super L with 5,429 hours, included with this backhoe is a hydra hammer attachment which make, model, and condition unknown. The City of Mattoon has owned the unit since it was new.

To schedule a time in viewing the backhoe or additional questions call City of Mattoon Public Works Department at 217-235-5171.

No deviations from the terms of these specifications are acceptable without full written explanation prior to bid opening.

BID PROPOSAL

_____ I hereby acknowledge that I have reviewed the attached specifications and that the proposed vehicle is fully in compliance with the requested specifications.

Make and Model of Backhoe Unit Bid: _____

New Backhoe Bid Price (Lump Sum) \$ _____

565 2000 Case 580 Super L & Hydra Hammer Trade in
\$ _____

Service Package and Warranty \$ _____

NET BID AMOUNT (Backhoe, service, and Hydra Hammer minus Trade)
\$ _____

Delivery date to be delivered _____

Company Name _____

_____ **Address**

_____ **Telephone**

_____ **City**

_____ **Date**

_____ **Bidder Signature**

_____ **Title**

Note: If no bid is submitted, kindly mark “No Bid” and return to the Public Works Director, City Hall, 208 N. 19th St, Mattoon IL 61938

It is the bidder’s responsibility to understand all specifications. Failure to acknowledge compliance to the bid specifications is cause for rejection.

**City of Mattoon
Council Decision Request**

MEETING DATE: 09/07/10 CDR NO: 2010-1138

SUBJECT: Approving specifications and authorizing the seeking of bids for Salt Storage Building

SUBMITTAL DATE: 8/26/10

SUBMITTED BY: David Wortman, Public Works Director

APPROVED FOR Sue McLaughlin
COUNCIL AGENDA: City Administrator Date _____

EXHIBITS (If applicable):

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$ 100	\$ 100,000	\$ 100,000	\$ 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 Salt Storage Building.”

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 a salt storage building to be located at the Logan Street Yard Waste Facility.

The plans and specifications are available in my office.

This purchase is budgeted in this year’s budget in the Capital Fund-New Public Buildings (130-5321-720).

**City of Mattoon
Council Decision Request**

MEETING DATE: 08/07/10 CDR NO: 2010-1139 SUBJECT: Tourism Grants

SUBMITTAL DATE: 08/01/10

SUBMITTED BY: Angelia Burgett, Mattoon Tourism Coordinator

APPROVED FOR Sue McLaughlin _____
COUNCIL AGENDA: City Administrator Date

EXHIBITS (If applicable): Grant Applications

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$3,200.00	\$80,000	\$39,210.00	\$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 approve \$3,200.00 grant by the Tourism Advisory Committee from hotel/motel tax funds to:

“The Mattoon High School 2010 Boys Golf Invitational September 10th and 11th 2010.”

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

This application was considered and approved by the Tourism Advisory Committee at a meeting held August 11th, 2010.

Tourism Grant Application

Name of Organization: Mattoon High School

Contact Person: David Vieth, Athletic Director

Address: 2521 Walnut Ave., Mattoon, IL 61938 Telephone: 217-238-7824

Date of Event: September 10, 11, 2010 Name of Event: Mattoon Boys Golf Invitational

How Event Promotes Tourism in Mattoon

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

Last year we had 35 teams participate in our tournament and this year we have 35 teams again.

Twenty-five of the teams stay in local hotels and dine in our restaurants.

How does your event attract non-residents?

Each team brings 6 to 8 golfers and their coaches. We also have many parents stay in hotels. The golf tournament is played at Meadow View and the Country Club.

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

The tourism funds would help pay for the green fees, range balls, golf balls, coaches shirts, food for the hospitality room and water on the course for the players and coaches.

Financial Statement (See Attached)

Statement of Assurances

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

Name (Please Print): David Vieth

Signature: David Vieth

Date: 5/20/10 Title or Office Held: Athletic Director

Tourism Grant Application

Detailed Budget

Event: 2010 Boys Golf Invitational

Date of Event: September 10, 11, 2010 Date of Application: May 20, 2010

Sponsor: Mattoon High School

Income (Estimated)	Actual Last Year 2009 OR First Annual Budget	Estimated Present Year 2010
Rental of Booths	\$	\$
Entry Fees/ Gate Receipts	\$ 225.00 x 35 schools=7,875.00	\$225.00x35 schools=7,875.00
Donations/ Sponsorships		
T-Shirts and Souvenirs		
Food and Drinks, Etc.	Some water donated	Some water donated
Mattoon Tourism Grant	\$ 3,200.00	\$3,200.00
Other: (Explain)		
<hr/>		
Total Income	\$11,075.00	\$11,075.00
Expenses (Itemized)		
Advertising		
T-Shirts and Souvenirs	\$1,096.50	\$1,400.00
Food, Drinks, Etc.	\$0	\$200.00
Labor Costs	\$800.00	\$800.00
Entertainment	\$4,220.00 Green Fees	\$4,400.00 Green Fees
Supplies	\$1,700.00 Shirts for coaches	\$1,800.00 Shirts for coaches
Postage		
Rentals	\$2,110.00 range	\$2,200.00
Insurance		
Other (Explain)	\$300.00 Awards	\$350.00 Awards
<hr/>		
Total Expenditures	\$10,226.50	\$11,150.00
Estimate Value of In-Kind Services (Explain)	\$	\$
<hr/>		

Agreement

This Agreement made this _____ day of _____, _____
by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and
_____ Mattoon High School _____, of _____ Mattoon _____,
Illinois (hereinafter "Grantee").

Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of three thousand & two hundred _____ (\$ _____ 3,200.00), for the purposes set forth in the Tourism Grant Application (appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

WHEREAS, Grantee, as a condition of the grant, has agreed to fully disclose its financial standing to prove that the grant was used as represented on Exhibit A.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. As a condition of the grant (Exhibit A), Grantee shall make available to City, or any of its designated representatives, any or all of its financial records, including but not limited to: checking accounts, savings accounts, bank accounts, financial institution accounts, books of account, general ledgers, and all other financial records and business records, such records request shall be satisfied within seven (7) business days of written request to Grantee.

2. City agrees to fund the grant (Exhibit A) consistent with the terms of Exhibit A.
3. City may conduct an audit of Grantee's financial records at any time within fourteen (14) months of the date of Exhibit A. City may also conduct an audit within sixty (60) days of receipt of written notice as set forth in the next paragraph, hereof.
4. Grantee shall provide a written notice to the City Clerk of the City of Mattoon within sixty (60) days of the conclusion of the grant program (Exhibit C). Grantee will comply with all other requirements set forth in "General Information Sheet" appended hereto and marked as Exhibit B which are not expressly contradicted by this agreement.
5. The audit referred to in this agreement shall include the unrestricted access to all financial records of Grantee as provided in this Agreement.
6. Grantee shall, upon written request by City, give written direction to all financial institutions, with which it has any account, to disclose any information with respect to such account(s) and, by this Agreement, waives any privilege or right of confidentiality which it may have to any financial records possessed by it or possessed by any financial institution.
7. Financial institution, as used in this Agreement, includes any bank, savings and loan, securities house, or any other institution having the purpose of holding or investing funds for clients or customers of such financial institution.
8. In the event of noncompliance with this Agreement, Grantee shall refund all monies paid to it pursuant to Exhibit A within thirty (30) days upon written demand to it by City because of such noncompliance. City will not demand

refund until reasonable efforts have been made to obtain compliance with this Agreement.

9. Grantee agrees that all funds paid to it pursuant to Exhibit A shall be used solely and only for the purposes represented on Exhibit A.

Mayor

Attest:

City Clerk

Grantee

**City of Mattoon
Council Decision Request**

MEETING DATE: 08/07/10 CDR NO: 2010-1140 SUBJECT: Tourism Grants

SUBMITTAL DATE: 08/01/10

SUBMITTED BY: Angelia Burgett, Mattoon Tourism Coordinator

APPROVED FOR Sue McLaughlin _____
COUNCIL AGENDA: City Administrator Date

EXHIBITS (If applicable): Grant Applications

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$1,500.00	\$80,000	\$36,010.00	\$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 approve \$1,500.00 grant by the Tourism Advisory Committee from hotel/motel tax funds to:

“The Mattoon High School 2010 Girls Holiday Basketball Tournament December 27-29, 2010.”

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

This application was considered and approved by the Tourism Advisory Committee at a meeting held August 11, 2010.

Tourism Grant Application

Name of Organization: Mattoon High School

Contact Person: David Vieth, Athletic Director

Address: 2521 Walnut Ave., Mattoon, IL 61938 Telephone: 217-238-7824

Date of Event: Dec. 27, 28, 29, 2010 Name of Event: Girls Holiday Basketball Tournament

How Event Promotes Tourism in Mattoon

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

We have a total of 8 teams in this holiday tournament. Several of the teams stay in hotels during

the three day event. Many of the teams use our local restaurants and visit the mall.

How does your event attract non-residents?

Many of the parents and grandparents attend the tournament during the week. Each team will

bring 10 to 15 players with their coaching staff.

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

The funds would help pay for expenses to put a tournament on of this size. The funds would help

cover the cost of officials, workers, food, coaches shirts, ect.

Financial Statement (See Attached)

Statement of Assurances

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

Name (Please Print): David Vieth

Signature: David Vieth

Date: 5/20/10 Title or Office Held: Athletic Director

Tourism Grant Application

Detailed Budget

Event: 2010 Girls Holiday Basketball Tournament

Date of Event: December 27, 28, 29, 2010 Date of Application: May 20, 2010

Sponsor: Mattoon High School

Income (Estimated)	Actual Last Year 2009 OR First Annual Budget	Estimated Present Year 2010
Rental of Booths	\$	\$
Entry Fees/ Gate Receipts	\$ 135.00 x 7 schools=945.00	\$150.00x7 schools=1,050.00
Donations/ Sponsorships	\$100.00/DQ & Harris Metals	\$100.00/DQ & Harris Metals
T-Shirts and Souvenirs		
Food and Drinks, Etc.		
Mattoon Tourism Grant	\$ 0	\$1,500.00
Other: (Explain)	\$ 3030.00 Admissions	\$3,000.00 Admissions

Total Income	\$4,075.00	\$5,650.00
Expenses (Itemized)		
Advertising		
T-Shirts and Souvenirs	\$170.00	\$250.00
Food, Drinks, Etc.	\$0	\$300.00
Labor Costs	\$4,200.00	\$4,200.00
Entertainment		
Supplies		
Postage		
Rentals		
Insurance		
Other (Explain)	\$200.00 Awards	\$200.00 Awards

Total Expenditures	\$4,570.00	\$4,950.00
Estimate Value of In-Kind Services (Explain)	\$	\$

Agreement

This Agreement made this _____ day of _____, _____
by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and
_____ Mattoon High School _____, of _____ Mattoon _____,
Illinois (hereinafter "Grantee").

Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of one thousand five hundred _____ (\$ _____ 1,500.00), for the purposes set forth in the Tourism Grant Application (appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

WHEREAS, Grantee, as a condition of the grant, has agreed to fully disclose its financial standing to prove that the grant was used as represented on Exhibit A.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. As a condition of the grant (Exhibit A), Grantee shall make available to City, or any of its designated representatives, any or all of its financial records, including but not limited to: checking accounts, savings accounts, bank accounts, financial institution accounts, books of account, general ledgers, and all other financial records and business records, such records request shall be satisfied within seven (7) business days of written request to Grantee.

2. City agrees to fund the grant (Exhibit A) consistent with the terms of Exhibit A.
3. City may conduct an audit of Grantee's financial records at any time within fourteen (14) months of the date of Exhibit A. City may also conduct an audit within sixty (60) days of receipt of written notice as set forth in the next paragraph, hereof.
4. Grantee shall provide a written notice to the City Clerk of the City of Mattoon within sixty (60) days of the conclusion of the grant program (Exhibit C). Grantee will comply with all other requirements set forth in "General Information Sheet" appended hereto and marked as Exhibit B which are not expressly contradicted by this agreement.
5. The audit referred to in this agreement shall include the unrestricted access to all financial records of Grantee as provided in this Agreement.
6. Grantee shall, upon written request by City, give written direction to all financial institutions, with which it has any account, to disclose any information with respect to such account(s) and, by this Agreement, waives any privilege or right of confidentiality which it may have to any financial records possessed by it or possessed by any financial institution.
7. Financial institution, as used in this Agreement, includes any bank, savings and loan, securities house, or any other institution having the purpose of holding or investing funds for clients or customers of such financial institution.
8. In the event of noncompliance with this Agreement, Grantee shall refund all monies paid to it pursuant to Exhibit A within thirty (30) days upon written demand to it by City because of such noncompliance. City will not demand

refund until reasonable efforts have been made to obtain compliance with this Agreement.

9. Grantee agrees that all funds paid to it pursuant to Exhibit A shall be used solely and only for the purposes represented on Exhibit A.

Mayor

Attest:

City Clerk

Grantee

**City of Mattoon
Council Decision Request**

MEETING DATE: 08/07/10 CDR NO: 2010-1141 SUBJECT: Tourism Grants

SUBMITTAL DATE: 08/01/10

SUBMITTED BY: Angelia Burgett, Mattoon Tourism Coordinator

APPROVED FOR Sue McLaughlin _____
COUNCIL AGENDA: City Administrator Date

EXHIBITS (If applicable): Grant Applications

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$15,000.00	\$80,000	\$34,510.00	\$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 approve \$15,000.00 grant by the Tourism Advisory Committee from hotel/motel tax funds to:

“The American Legion Baseball Great Lakes Regional Tournament August 4-9th 2010.”

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

This application was considered and approved by the Tourism Advisory Committee at a meeting held February 11, 2010.

Tourism Grant Application

Name of Organization: American Legion Baseball & City of Mattoon Park Dept.

Contact Person: Joe Hood, Mattoon American Legion

Address: 208 N. 19th Telephone: 217/234-3611

Date of Event: 08/5/10- 08/09/10 Name of Event: American Legion Great Lakes Regional

How Event Promotes Tourism in Mattoon

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

This Regional Tournament will bring, Legion officials, players, umpires, family and friends in from 8 states to compete in this event in hopes of moving on to the Worlds Series in Spokane Wa. Several hotel rooms will be booked, people will be eating at our restaurants and shopping during this event 8/4/10 thru 8/10/10

How does your event attract non-residents?

The interest in this event before moving on to the World Series will bring people in to support their teams.

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

The grant money would be used to help the American Legion put on this event. The Local Post 88 will also have expenses.

Financial Statement (See Attached)

Statement of Assurances

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

Name (Please Print): William S. Hood

Signature: William J. Hood

Date: 08/01/10 Title or Office Held: _____

American Legion Baseball - Great Lakes Regional Tournament August 4-9, 2010

Expenses

Utilities - Internet Service (requirement for Regional Tournament)	\$ 737.49
Internet and Port-a-Potties	
Printing (Pledge Books, Banner & Programs)	\$ 1,036.75
T-shirts	\$ 2,292.00
Concessions (includes Ice Breaker banquet)	\$ 3,998.28
Office Supplies	\$ 144.61
Tournament Supplies (Baseballs)	\$ 700.00
Transportation (CUSD#2, Fuel, Airport Parking)	\$ 3,689.00
Storage	\$ 89.87
Hosting Dignitaries (February Visit)	\$ 144.50
Miscellaneous	
Patches sewn on winning team uniforms	\$ 100.00
Tournament Fee	
Tournament Fee (payable to American Legion Baseball)	\$ 15,000.00

Estimated *

TOTAL: \$ 27,932.50

Paid by Legion Nationals

Umpires
Hotel Expenses (226 rooms players & coaches)
Meal Money

Income

Gates	\$ 8,055.00
Advertisements	\$ 5,000.00
Concession	\$ 7,512.79
T-shirts & Programs	\$ 3,485.00
TOTAL:	\$ 24,052.79

In-Kind Donations \$ 5,250.00
auto usage, refrigeration equipment usage, umpire trailer, VIP hospitality tent,
coordination of National Anthem singers, field usage, discounted service fees, lodging,
dugout drinks,

Agreement

This Agreement made this _____ day of _____, _____
by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and
_____ Mattoon American Legion Post 88 _____, of
_____ Mattoon _____, Illinois (hereinafter "Grantee").

Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of fifteen thousand _____ (\$ _____ 15,000.00), for the purposes set forth in the Tourism Grant Application (appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

WHEREAS, Grantee, as a condition of the grant, has agreed to fully disclose its financial standing to prove that the grant was used as represented on Exhibit A.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. As a condition of the grant (Exhibit A), Grantee shall make available to City, or any of its designated representatives, any or all of its financial records, including but not limited to: checking accounts, savings accounts, bank accounts, financial institution accounts, books of account, general ledgers, and all other financial records and business records, such records request shall be satisfied within seven (7) business days of written request to Grantee.

2. City agrees to fund the grant (Exhibit A) consistent with the terms of Exhibit A.
3. City may conduct an audit of Grantee's financial records at any time within fourteen (14) months of the date of Exhibit A. City may also conduct an audit within sixty (60) days of receipt of written notice as set forth in the next paragraph, hereof.
4. Grantee shall provide a written notice to the City Clerk of the City of Mattoon within sixty (60) days of the conclusion of the grant program (Exhibit C). Grantee will comply with all other requirements set forth in "General Information Sheet" appended hereto and marked as Exhibit B which are not expressly contradicted by this agreement.
5. The audit referred to in this agreement shall include the unrestricted access to all financial records of Grantee as provided in this Agreement.
6. Grantee shall, upon written request by City, give written direction to all financial institutions, with which it has any account, to disclose any information with respect to such account(s) and, by this Agreement, waives any privilege or right of confidentiality which it may have to any financial records possessed by it or possessed by any financial institution.
7. Financial institution, as used in this Agreement, includes any bank, savings and loan, securities house, or any other institution having the purpose of holding or investing funds for clients or customers of such financial institution.
8. In the event of noncompliance with this Agreement, Grantee shall refund all monies paid to it pursuant to Exhibit A within thirty (30) days upon written demand to it by City because of such noncompliance. City will not demand

refund until reasonable efforts have been made to obtain compliance with this Agreement.

9. Grantee agrees that all funds paid to it pursuant to Exhibit A shall be used solely and only for the purposes represented on Exhibit A.

Mayor

Attest:

City Clerk

Grantee

**City of Mattoon
Council Decision Request**

MEETING DATE: 9/7/2010

CDR NO: 2010-1142

SUBJECT: Approval of hours for Brian's Place for the purposes of hosting a regional pool tournament.

SUBMITTAL DATE: 9/2/2010

SUBMITTED BY: J. Preston Owen, City Attorney & Treasurer

APPROVED FOR
COUNCIL AGENDA: Sue McLaughlin _____
City Administrator Date

EXHIBITS (If applicable): N/A

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 allow Brian's Place to open its facilities to the public at 10 a.m. on October 10, 2010 for the purposes of hosting the APA 2010 Fall 9-ball and 8-ball shootout. Liquor shall not be sold until 12 noon and all other liquor ordinances of the City shall remain in full force and effect”

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

Brian's Place wishes to host the 2010 APA Fall 2010 9-ball and 8-ball shootout. In order to do so the tournament needs to start at 10 am. As October 10, 2010 is a Sunday, under the City ordinances Brian's Place is not allowed to sell liquor until noon and as a bar it is not allowed to be open to the public during hours it is not allowed to sell liquor. This variance will allow it to open to the public on October 10, 2010, but it will not allow it to sell liquor until noon.

APA 2010 FALL 8-BALL CLASSIC SINGLES COMPETITION MIDWEST I REGIONAL

Brian's Place
2100 Broadway
Mattoon, IL 61938
(217) 234-4151
October 9 & 10, 2010

TIME: Registration will begin at 9:00 a.m. on Saturday, October 9th.
Players Meeting will begin at 9:30 a.m. on Saturday.
Play will start immediately after the meeting.
Players must have valid Photo I.D. and Certification Statement filled out.

There will be a total of 57 poolplayers advancing to this Regional event. Of those, 4 participants will advance to the National Singles Championship being held at the luxurious Riviera Hotel & Casino in Las Vegas, NV to compete for over \$250,000 in cash and prizes and the championship title.

Tiers	Skill Level Breakdown	Number of Participants	Advance to Singles Championship
Purple Tier	Skill Level 6 & 7	23	2
Red Tier	Skill Level 5	19	1
Yellow Tier	Skill Level 4	15	1
Totals:		57	4

Kim Jones will be the Tournament Directors for this event.
You may call them at (217) 864-1274 if you have any questions regarding the event.

LODGING INFORMATION:

Comfort Suites
1408 Broadway Ave E
Mattoon, IL 61938
(217) 235-6745
3 miles from Tournament Site
Room Rates: King \$79 +tax, Double \$89 + tax
Must book by Sept 27th and Includes full hot breakfast

Hampton Inn
1416 Broadway Ave E
Mattoon, IL 61938
(217) 234-4267
3 miles from Tournament Site
Room Rates: \$90 + tax
Must book by Sept 24th



GOOD LUCK AND GOOD SHOOTING!



APA 2010 FALL 9-BALL SHOOTOUT SINGLES COMPETITION MIDWEST I REGIONAL

Brian's Place
2100 Broadway
Mattoon, IL 61938
(217) 234-4151
October 9 & 10, 2010

TIME: Registration will begin at 9:00 a.m. on Saturday, October 9th.
Players Meeting will begin at 9:30 a.m. on Saturday.
Play will start immediately after the meeting.
Players must have valid Photo I.D. and Certification Statement filled out.

There will be a total of 29 poolplayers advancing to this Regional event. Of those, 2 participants will advance to the National Singles Championship being held at the luxurious Riviera Hotel & Casino in Las Vegas, NV to compete for over \$100,000 in cash and prizes and the championship title.

Tiers	Skill Level Breakdown	Number of Participants	Advance to Singles Championship
Black Tier	Skill Level 6, 7, 8 & 9	15	1
White Tier	Skill Level 4 & 5	14	1
	Totals:	29	2

Kim Jones will be the Tournament Directors for this event.
You may call them at (217) 864-1274 if you have any questions regarding the event.

LODGING INFORMATION:

Comfort Suites
1408 Broadway Ave E
Mattoon, IL 61938
(217) 235-6745
3 miles from Tournament Site
Room Rates: King \$79 +tax, Double \$89 + tax
Must book by Sept 27th and Includes full hot breakfast

Hampton Inn
1416 Broadway Ave E
Mattoon, IL 61938
(217) 234-4267
3 miles from Tournament Site
Room Rates: \$90 + tax
Must book by Sept 24th



GOOD LUCK AND GOOD SHOOTING!



**City of Mattoon
Council Decision Request**

MEETING DATE: 9/7/2010

CDR NO: 2010-1143

SUBJECT: Acceptance of USDA Community Facility Grant.

SUBMITTAL DATE: 9/2/2010

SUBMITTED BY: J. Preston Owen, City Attorney & Treasurer

APPROVED FOR
COUNCIL AGENDA: Sue McLaughlin _____
City Administrator Date

EXHIBITS (If applicable): Letter of Intent to Meet Conditions
USDA Community Facilities Grant 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 accept the Community Facilities Grant in the amount of \$35,000.00 from the United States Department of Agriculture for improvements at the Mattoon public Library and to authorize the Mayor and staff to sign all documents and take all necessary steps to effectuate the grant”

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

The Mattoon Public Library has applied for and received a grant in the amount of \$35,000.00 for improvements to the entrances to the Library, Library lighting systems and the HVAC system. A matching amount of \$65,000.00 will be provided by the Library and the City through the energy savings program, Library funds and TIF funds.

LETTER OF INTENT TO MEET CONDITIONS

Date _____

TO: United States Department of Agriculture

USDA - Rural Development

(Name of USDA Agency)

2701 South Banker St., Ste. 103A
Effingham, IL 62401

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 08-13-2010 . It is our intent to meet all of them not later than 07-01-2011 .

City of Mattoon Public Library

(Name of Association)

BY _____

Timothy Gover, Mayor

(Title)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

**United States Department of Agriculture
Rural Housing Service**

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN _____ City of Mattoon Public Library _____

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as City of Mattoon - Mattoon Public Library. The principal amount of the grant is \$ 35,000.00 (Grant Funds) which is 33.0000 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ 100,000.00. Grantee is able to finance and has committed \$ 65,000.00 of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;
2. Reasons why established objectives were not met;
3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
4. Objectives and timetables established for the next reporting period.

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

See Attachment "A"

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

Not Applicable

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 35,000.00 which it will advance to Grantee to meet not to exceed 35% percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By

and attested with its corporate seal affixed (if applicable) by

Attest:

By

(Title)

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By

(Name)

(Title)

**City of Mattoon
Council Decision Request**

MEETING DATE: 9/7/2010 CDR NO: 2010-1144

SUBJECT: RFP for Broker of Insurance

SUBMITTAL DATE: 9/3/2010

SUBMITTED BY: Susan J. O'Brien, City Clerk

APPROVED FOR Sue McLaughlin _____
COUNCIL AGENDA: City Administrator Date

EXHIBITS (If applicable): RFP

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 approve the Request For Proposals (RFP) for broker of record to place property, casualty and workers compensation insurance and administer an insurance program.”

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

With the pending expiration of our current broker of service agreement with Mesirov Financial, a call for a request for proposals for broker services to place our property, casualty and workers compensation insurance has been opened for solicitation.

Proposals will be accepted until September 15, 2010 per the RFP with Council consideration on October 5, 2010.

**REQUEST FOR PROPOSALS
FOR A
BROKER OF RECORD
TO PLACE
PROPERTY, CASUALTY AND WORKERS COMPENSATION INSURANCE AND ADMINISTER
AN INSURANCE PROGRAM**

The City of Mattoon (the, "City") is exposed to various risks of loss related to torts; theft, damage and destruction of assets; natural disasters; errors and omissions; and injuries to employees for which the City carries insurance. The City intends to retain an independent broker for a three-year term to assist with the procurement of insurance coverage on expiration of its current insurance policies on October 15, 2010. The selected broker will:

- Assist the City staff to identify its various exposures and gaps in insurance coverage;
- Make recommendations pertaining to limits of coverage, self-insured retention and deductible amounts;
- Prepare applications to commercial insurance companies and local government pools that will underwrite coverage for the City's exposures;
- Evaluate quotations and make recommendations for the most cost effective coverage solution; and
- Assist the City's staff with issues that may arise in relations with the selected insurance companies in adjusting claims, updating property schedules, loss history and premium audits.

The broker will be compensated on an annual fee basis. All insurance coverage will be procured "net" of broker sales commission or sales incentives from insurance companies.

An attachment to this solicitation presents information pertaining to lines of insurance coverage presently in effect and their expiration dates. Loss history will be provided after the broker selection decision.

This request for proposals is being sent to all Mattoon local insurance brokers and two national brokerage firms, who have expressed interest in the City's account. ***Written proposals (in 4 copies) must be submitted by September 17, 2010 and addressed to Sue McLaughlin, Mattoon City Administrator, 208 North 19th Street, Mattoon, Illinois 61938.***

A Committee will interview brokers who have submitted a proposal on Monday, October 4, 2010. The interviews will last approximately 30 minutes each. The interview will focus upon questions that may arise from the Committee's review of the written proposals. The Committee's recommendation for this brokerage services contract is tentatively scheduled for consideration by the Mattoon City Council at its regular meeting to be held October 5, 2010.

In order to be responsive to this solicitation, the written proposals must contain *at least* the following information:

1. History, organization and structure of the insurance brokerage firm.
2. Insurance companies or pools the brokerage firm has represented for municipal government exposures.
3. Qualifications and experience of the person who will be *personally* working with the City staff in the performance of this contract.
4. Identification and phone numbers of at least three municipal government officials acquainted with the work of the broker on Illinois municipal government coverage placements.
5. Evidence of the brokerage firm's error and omissions insurance coverage in limits not less than \$2 million per claim.
6. Schedule for implementing the proposed scope of work.
7. Lump annual sum fee for the proposed scope of services.
8. Deviations from the suggested form of the proposed brokerage services contract, attached hereto as an exhibit.

For more information pertaining to this request for proposals, prospective brokers may contact: Judy Winn, City of Mattoon at (217) 234-7367

Sent to:

Ann W. Carroll
Mesirow Financial
350 North Clark Street
Chicago, Illinois 60610
(312) 595-7167
acarroll@mesirowfinanical.com

The Checkley Agency, Inc.
Attn: Paul
100 Lerna Road South
Mattoon, Illinois 61938
(217) 234-5582
bob_jones@checkley.com

Mark E. Donaldson
Diamond Bros. Agency, Inc.
P.O. Box 1006
Mattoon, Illinois 61938
(217) 234-2300
markd@dimondbros.com

Rich Stokluska
Arthur J. Gallagher, Inc.
Two Pierce Place
Itasca, Illinois 60143
(630) 285-4012
rich_stokluska@ajg.com

Dick Butler
Dick Butler & Associates, Inc.
620 Lakeland Blvd.
Mattoon, Illinois 61938
(217) 235-4096
dbutler@consolidated.net

City of Mattoon, Illinois

Insurance Coverage

The following schedule presents information pertaining to lines of insurance coverage presently in effect together with policy expiration dates.

<u>Exposure</u>	<u>Insurer</u>	<u>Limits of Coverage</u>	<u>Expiration</u>
Workers Compensation & Employers Liability	TCICM ¹	Statutory Limits \$25,000 deductible per occurrence	12/01/10
Property & Inland Marine	TCICM	Building Values - \$64.7 million Blanket Contents Blanket Earnings & Expense - \$2 million Insured replacement cost subject to 125% of the total value of any one building at any one location Property - \$5,000 deductible per occurrence Inland Marine - \$1,000 deductible per occurrence Water Reservoir Dams Excluded	12/01/10
Property	Cincinnati	\$200,000 for Lake Paradise Dam \$400,000 for Lake Mattoon Dam	05/12/06
Auto Physical Damage	ICRMT	Actual Cash Value Automotive Values - \$4,683,890 \$500 deductible per occurrence	12/01/10
Boiler & Machinery	TCICM	Included in property coverage	12/01/10
General Liability ²	TCICM	\$1 million each occurrence \$3 million aggregate \$5,000 deductible per occurrence	12/01/10
Automotive Liability	ICRMT	\$1 million CSL \$500 deductible per occurrence	12/01/10
Excess Liability ³	TCICM	\$10 million \$10,000 deductible	12/01/10

¹ Traveler's Casualty Ins. Co. of America. See policy on file with the City for a copy of the Traveler's Comprehensive Annual Financial Report.

² The general liability coverage is subject to exclusions and \$1 million per occurrence sub-limits for exposures related to Products/Completed Operations, Personal Injury & Advertising, Employee Benefits Errors & Omissions. The sublimit is \$1,000 per person and \$50,000 per occurrence on Premises Medical Payments. EMT, Employee Benefits Liability, Public Officials Errors & Omissions and Crime coverage is retroactive to December 31, 1998. See the policy on file with the City for more explicit exclusion and sub-limit information.

³ The excess liability coverage limits follow the general liability coverage form and is subject to a \$1 million per occurrence sublimit for sexual harassment. The Public Officials Errors & Omissions excess coverage is a claims made form and is subject to a \$1 million sublimit per occurrence.

Insurance Services Agreement

This Insurance Services Agreement ("Agreement") is effective as of October 12, 2010 between _____ ("CONTRACTOR") and City of Mattoon, Coles County, Illinois ("CLIENT").

1.0 Applicable Documents

This Contract and the Exhibits listed below form the entire agreement between the parties. Any conflict in the terms of the agreement shall be resolved by giving preference first to the provisions of the Contract, then to the Request for Proposals, and then to the Proposal submitted by CONTRACTOR.

Exhibits

- 1.1 CLIENT's Request for Proposals (RFP), dated 9/03/2010, for a Broker of Record to place property, casualty and workers compensation coverage and administer an insurance program.
- 1.2 CONTRACTOR's response to CLIENT's RFP for a Broker of Record, dated _____.

2.0 Definitions

- 2.1 **Broker of Record:** The insurance brokerage firm identified in this Agreement who has been selected through a competitive solicitation to place coverage and administer an insurance program for a designated period, also referred to as the CONTRACTOR herein.
- 2.2 **Commission:** A percentage of the amount of insurance premium generally paid to an insurance broker as full compensation for the placement and on-going administration of insurance program.
- 2.3 **Insurance Premium:** The amount due in one sum or periodically for an insurance policy including any taxes and fees.
- 2.4 **Policy Period:** The period that the policy is in effect.

3.0 Term

- 3.1 The initial term of this Agreement shall commence on October 16, 2010 and shall continue in full force and effect until October 15, 2010. This agreement may be extended at the CLIENT's option for additional period(s) upon execution of an amendment hereto providing for such extension.
- 3.2 In the event of expiration or prior termination of the term of this Agreement, the CONTRACTOR shall fully cooperate with CLIENT to provide for the transition to whatever service-replacement method the CLIENT determines to be in its best interest.

4.0 Compensation

CONTRACTOR will be compensated for performance of services under this Agreement as follows:

- 5.1 Total annual compensation for all brokerage services provided by the CONTRACTOR pursuant to this Agreement shall be a \$_____ lump sum fee. This \$_____ payment shall be billed and included with annual premium billing. Such amount shall be the sole compensation owing by and to any person by reason of CONTRACTOR's services under this Agreement, except as otherwise provided in this paragraph.
- 5.2 Prior to submitting a proposal for any policy year and in order to be responsive to the CLIENT'S specifications, a principal of the insurance company or pool shall provide written certification to the CLIENT that premiums quoted for the policy year EXCLUDE a broker commission, rebate and/or sales incentive.
- 5.3 Such fee shall include all services provided under this Agreement and all normal business expenses, including all overhead expenses associated with CONTRACTOR's business, such as clerical time and overtime, telephone calls, facsimiles, photocopying, and mailing expenses.
- 5.4 CLIENT shall reimburse CONTRACTOR for actual out-of-pocket travel expenses directly attributable to performance of the services hereunder, which expenses may include travel, lodging and meals during the period of travel.
- 5.5 CONTRACTOR understands and agrees that travel expenses, if reimbursable under this Agreement, shall be reimbursed in accordance with the travel policies of the CLIENT. Travel expenses violating or exceeding the limitations set forth in these policies shall be at CONTRACTOR's own expense.
- 5.6 Compensation for any work not included under this Agreement shall be negotiated with CLIENT in advance of CONTRACTOR commencing the project and memorialized by an amendment to this Agreement.

5.0 Ownership of Documents

- 5.1 All documents, data and records produced by CONTRACTOR in carrying out CONTRACTOR's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CLIENT, except for CONTRACTOR's work papers and documents, data, and records pertaining solely to CONTRACTOR's internal administrative matters.
- 5.2 Subject to subsection (a) above CLIENT shall have the right to use all such documents, data and records without restriction or limitation and without compensation to CONTRACTOR and CONTRACTOR shall have no right or interest therein.
- 5.3 Upon completion of the services provided hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of CLIENT, be appropriately arranged, indexed and delivered to CLIENT by CONTRACTOR.
- 5.4 Any documents, data and records given to or prepared by CONTRACTOR under this Agreement (other than publicly available information) shall not be made available to any individual or organization by CONTRACTOR without prior written approval of CLIENT. Any information secured by CONTRACTOR from CLIENT

in connection with carrying out the services provided under this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CLIENT.

6.0 CLIENT's Contact Person

The CLIENT's contact person for this Contract shall be the Mattoon City Administrator. All work performed by CONTRACTOR under this Contract shall be subject to approval by the CLIENT's contact person or his/her designee(s), who shall be responsible for on-going evaluation of CONTRACTOR's performance and have full authority to direct the CONTRACTOR in areas relating to procedural requirements and other matters within the purview of this Contract.

7.0 CONTRACTOR's Contact Person

CONTRACTOR's contact person shall be:

This contact person shall be a full-time employee of CONTRACTOR, and any replacement of this contact person, or any other key employees identified in CONTRACTOR's proposal, shall be subject to written approval by the CLIENT's contact person. He or she shall have overall responsibility for the performance of CONTRACTOR's activities under this Contract and shall be authorized to act for and bind the CONTRACTOR in all matters relating to this Contract.

8.0 CONTRACTOR Personnel

The CONTRACTOR shall provide qualified personnel to perform work and provide deliverables as indicated in the RFP and CONTRACTOR's response to the RFP that are exhibits to this Agreement. The CONTRACTOR will ensure that its staff possesses the required professional licenses and certificates, if any, required by the State of Illinois, and a sufficient number of competent personnel to adequately perform CONTRACTOR's Services as described in this Agreement on a timely basis.

CLIENT reserves the right to require replacement of the CONTRACTOR's personnel. The CONTRACTOR also shall provide CLIENT with two weeks' notice (10 business days) of any proposed changes in the CONTRACTOR's assigned personnel. In each instance, the CONTRACTOR shall provide CLIENT's contact person or his/her designee with a resume of the proposed replacement and opportunity to interview and approve the person prior to assigning a person to this Contract.

9.0 CONTRACTOR Services and Responsibilities

CONTRACTOR shall provide the services required by CLIENT including, but not limited to, the following:

9.1 Risk Management Services

- Discuss and identify immediate and long-range risk management objectives
- Implement risk management action plans to achieve identified objectives with assigned responsibilities and timelines

- Identify loss exposures including the use of interviews with key personnel of the CLIENT, loss control inspections, checklists, loss history analysis, policy analysis, financial information and contract analysis
- Identify alternative risk financing techniques, including deductibles, self-insurance, captives, contractual transfers such as hold harmless/indemnification provisions and commercial insurance
- Evaluate risk financing strategies using in-house resources such as captive feasibility study, actuarial work and loss control services
- Develop alternative risk control plans, including loss prevention and loss reduction guidelines as well as contractual transfers such as leases
- On an annual basis, recommend in writing any changes to the CLIENT's insurance and risk management program which, in CONTRACTOR's judgment, may be in the best interest of the CLIENT.
- Communicate in writing, any material coverage-related issues that may affect operations with a realistic appraisal of the urgency of the matter

9.2 Marketing Services

- Develop a marketing strategy in conjunction with the CLIENT to accomplish goals and objectives
- Design risk management program to eliminate gaps or overlaps in insurance policies and provide coverages requested by the CLIENT, to extent such coverages and limits are available.
- Prepare coverage specifications to solicit the most comprehensive and broadest program available at the most competitive price
- Review specifications to ensure the accuracy of underwriting information.
- Review the insurance marketplace in terms of capacity, solvency, pricing and limitations or extensions of coverage.
- Prepare timely and efficient marketing submissions(s) for the marketplace which articulates the CLIENT's concerns and the CONTRACTOR's professional recommendations for an optimal insurance and risk management program.
- Negotiate terms, conditions and premiums with underwriters to carry out objectives
- Evaluate, analyze and compare underwriter responses for coverage, limits, pricing and companion services; and make recommendations, with supporting rationale, on options best suited to meet the needs of the CLIENT by the third Tuesday of November for each of the subsequent coverage years.
- Finalize negotiations and execute orders to underwriters to bind coverage by direction of the CLIENT's City Council.
- Remit policy premiums to underwriters (if CLIENT prefers not to make premium payments directly to underwriters)
- Provide status reports in writing to CLIENT's management prior to policy anniversaries and renewals outlining marketing efforts and program alternatives

9.3 Claims Management Services

- Obtain loss runs from carriers, in a timely and adequate manner that details losses for each policy, both paid claims and reserves; provide customized loss reports to the CLIENT as needed.
- Provide assistance on coverage and policy interpretation issues and help the CLIENT defend/resolve claims and lawsuits.

- Assist in the preparation, filing, negotiation and collection of insurance claims and in the development of strategy on claim collections and claims management generally.
- Monitor the progress of claim settlements and aggressively assist in seeking prompt payment of claims and in resolving any issue related thereof; audit claim reserves.
- Respond to claim-related issues and inquiries, and attend meetings, as requested by CLIENT.
- Provide written review of loss history to identify frequent and/or costly losses; monitor losses to identify trends; assist in identifying loss sources and methods to control losses; and assist in assessing impact of certain losses, as required.

9.4 Account Management Services

- Review on a timely basis for accuracy and compliance with specifications insurance policies, binders, plan documents, service agreements and endorsements for transmittal to CLIENT's designated representative. An explanation of any differences/variances from prior documents is required with indications of their materiality.
- Monitor insurer's financial status and advise immediately of any downgrade, evaluate impact to the CLIENT and recommend actions to be taken to protect the CLIENT's interest.
- Provide complete coverage analysis of proposed and existing policies and provide early warning of rate/coverage changes and impact on the CLIENT's program.
- Review policies for accuracy and completeness, setting target dates for the delivery of the documents.
- Manage document flow of endorsements and agreements for appropriateness and accuracy.
- Perform daily activities such as certificate issuance, binders and endorsement requests as required or as requested by CLIENT's designated representative.
- Provide periodic reports to enable coverage analysis, compliance with insurance requirements and monitoring of claims and coverage limits - reports shall include but not be limited to a listing of claims, allocation of premium, listing of certificates used and others as required by the CLIENT.
- Follow-up for timely issuance of all policies and endorsements. Endeavor to deliver policies and endorsements within sixty (60) days to CLIENT. However, CONTRACTOR will not be held liable for the insurance carriers' performance.
- Provide stewardship report
- Provide risk analysis to determine adequacy of limits of liability and appropriate deductible amounts.
- Address and respond to questions regarding coverage, program structures, regulatory issues, etc., as required.
- Cooperate with, and assist, any outside or corporate counsel, including consultants and other brokers that CLIENT may utilize.
- Review certain contracts, leases and agreements for insurance requirements, and make recommendations where appropriate.

- Prepare an historical schedule of insurance showing types of coverage, insurer, expiration dates, policy numbers and period, annual premiums, limits, deductibles, aggregates and special terms and conditions as appropriate.
- Maintain current records of all exposures (i.e. property values, payrolls, vehicles).
- Perform account review with underwriters to resolve open issues.
- Coordinate and monitor insurance carrier services to address CLIENT needs.
- Manage services provided by carriers to ensure timetables are kept and quality is consistent.
- Participate in recommendations and reviews as required at various facilities.
- Develop an activity calendar identifying coverage renewals, meeting scheduling as well as specific time frame to complete identified assignments.
- Obtain answers from underwriters to policy coverage questions.
- Review accuracy of premium invoices from carriers and facilitate direct payment to those carriers' accounts thereby maximizing cash flow to CLIENT.
- Allocate premium by operating fund for the annual budget of the CLIENT.
- Assist in the submission of information necessary for audits required by insurers; reviewing all audits for accuracy.

9.5 Stewardship Reporting Services

- Confirm coverage placements and provide policy reviews identifying all outstanding items.
- Provide stewardship reports, as required, summarizing current and future services and industry issues.
- Provide comments on the status of major losses incurred during the year.
- Address major business objectives for the upcoming year and evaluate success in meeting the past year's objectives.
- Address philosophy on risk retention for various policies, based on market conditions.

9.6 Other Services

- Advise on other coverages and other insurance programs/subjects, if requested by CLIENT.
- Provide, with the occurrence or at the request of the CLIENT's contact person, seminars and training sessions.
- Provide CLIENT with periodic reports, orally and in writing, on the status of the insurance marketplace and conduct annual stewardship meeting detailing the status of the insurance program.

10.0 CLIENT's Responsibilities

Subject to all other terms and obligations of this Agreement, CLIENT agrees to:

- 10.1 Appoint the CONTRACTOR as the exclusive broker of record for the CLIENT'S property, casualty and worker compensation insurance program. The CLIENT'S

medical, dental and life insurance benefit programs are excluded from the scope of services in this Contract.

- 10.2 Designate a CLIENT representative responsible to interface with the CONTRACTOR's personnel.
- 10.3 Provide, to the best knowledge of the CLIENT's representative, underwriting and other information requested by CONTRACTOR.
- 10.4 Attend, where and when necessary, scheduled meetings to assist CONTRACTOR with the continuing administration requirements for the insurance program.
- 10.5 Pay all appropriate premiums, charges and taxes within the time specified by Illinois statute. In some instances, insurance placements made by CONTRACTOR on behalf of CLIENT may require the payment of state surplus lines of other premium taxes and/or fees in addition to the premium itself. CONTRACTOR will identify any such tax and/or fee prior to inception of the insurance.
- 10.6 Provide CONTRACTOR entry and access to property and sites owned by the CLIENT at all reasonable times during this Agreement.

11.0 Termination

CLIENT and CONTRACTOR acknowledge and agree that they shall not terminate this Agreement at any time, unless such termination is the result of a material breach of this Agreement by the other party, which is not cured within 30 days of written notice to the other party. CLIENT may terminate this Agreement without cause on 30 days' written notice to CONTRACTOR.

12.0 General Provisions

- 12.1 **Assignment.** Neither party shall assign this Agreement or transfer any right hereunder, by operation of law or otherwise, without the prior written consent of the other party.
- 12.2 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, with the same respect as if the parties executing the several counterparts had executed one counterpart: provided, however, that the several executed counterparts shall together constitute one and the same instrument.
- 12.3 **Entire Agreement.** This Agreement contains the entire agreement between the two parties. No waiver, amendment or modification of any covenant, condition, limitation or provisions herein contained shall be valid, unless in writing and duly executed by both parties.
- 12.4 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.
- 12.5 **Headings.** The heading of the Sections herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
- 12.6 **Independent Parties.** This Agreement does not create an employer/employee relationship between the CONTRACTOR and the CLIENT. Each party is an independent CONTRACTOR with respect to all activities pursuant to this

Agreement. Neither party is in any manner the employee, legal representative, or agent of the other for any purpose and shall not have the power to assume or create an obligation or responsibility of any kind in the name of any other party unless specifically provided for in this Agreement.

- 12.7 Notice. Any notices or other communications to be given to either party under this Agreement shall be in writing. Notice, under this Agreement, shall be sufficient only if personally delivered by a commercial delivery service or mailed by certified or registered mail (return receipt requested) to the other party at its address set forth below.

If to the CLIENT:

City Administrator
208 North 19th Street
Mattoon, Illinois 61938

If to CONTRACTOR:

- 12.8 Severability. If any provision of this Agreement shall be determined to be void by any arbitrator or arbitration panel or any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which provisions shall remain in full force and effect; it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders the provision valid.
- 12.9 Successors and Assigns. The Agreement shall inure to the benefit of the successors and assigns of the parties except that nothing contained in this Section shall be construed to permit any attempted assignment or transfer that would be in violation of any other provision of this Agreement.
- 12.10 CONTRACTOR certifies that its correct Federal Taxpayer Identification Number is _____, and the CONTRACTOR is doing business as a _____ whose mailing and billing address is _____.

13.0 Contact Person

CLIENT expressly approves of _____ as CONTRACTOR's initial contact person for the services to be provided pursuant this Contract. CLIENT has the right to approve CONTRACTOR's personnel employed for this Contract. Should CLIENT be dissatisfied for any reason with CONTRACTOR personnel employed for the services, CLIENT shall give CONTRACTOR 60 days' written notice and opportunity to substitute new personnel.

14.0 Indemnity

CONTRACTOR agrees to indemnify, defend and save harmless CLIENT, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm or corporation

furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONTRACTOR in the performance of this Agreement.

15.0 No Third-Party Beneficiary

This Agreement is entered into by and between CONTRACTOR and CLIENT for their exclusive benefit. There is no intent by either party to create or establish third-party beneficiary status or rights or their equivalent in any subcontractor, other third party, or other insured, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

16.0 Insurance

Without limiting CONTRACTOR's indemnification of CLIENT and its elected and appointed officers, employees, and agents, and during the term of this Agreement. CONTRACTOR shall provide and maintain at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the CLIENT and primary to and not contributing with any other insurance maintained by CLIENT. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s) shall be delivered to CLIENT promptly upon execution of this Agreement, shall specifically identify this Agreement, and shall contain the express condition that CLIENT is to be given written notice by registered mail at least 60 days in advance of any modification or termination of insurance. Failure of CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which CLIENT may immediately terminate or suspend this Agreement.

16.1 Errors & Omissions. Liability insurance covering liability arising from any error, omission, commission or negligent act by CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of services hereunder. The insurance shall provide coverage in an amount of not less than two million dollars (\$2,000,000) per claim and shall be hereunder endorsed as follows: "Insurance afforded by this policy shall apply also to the liability assumed by the insured under the contract with CLIENT for broker services, provided such liability results from an error, omission, or negligent act of the insured, its officers, employees, agents, or subcontractors. All other provisions of this policy remain unchanged."

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CLIENT:

Signature:

Tim Gover, Acting Mayor

Date

CONTRACTOR:

Signature:

Account Executive

Date