

**CITY OF MATTOON, ILLINOIS
CITY COUNCIL AGENDA**

May 2, 2017

6:30 PM

6:30 PM BUSINESS MEETING

Pledge of Allegiance

Administration of the Oath of Office to New Council by City Clerk

Roll Call

Electronic Attendance

CONSENT AGENDA:

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

- 1. Minutes of the Regular Meeting April 18, 2017.**
- 2. Fire Department Report for the month of March, 2017.**
- 3. Bills and Payroll for the last half of April, 2017.**

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. We would ask you to state your name for the record as well as stand when speaking.

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

NEW BUSINESS

- 1. Motion – Adopt Resolution No. 2017-2988: Assigning members of the City Council to departments for the administration of the municipal government. (Gover)**
- 2. Motion – Adopt Resolution No. 2017-2989: Appointing Susan J. O’Brien to the Office of City Clerk and Beth Wright to the Office of City Treasurer. (Gover)**
- 3. Motion – Adopt Resolution No. 2017-2990: Designating the depositories in which the funds or moneys of the City may be deposited. (Owen)**
- 4. Motion – Adopt Resolution No. 2017-2991: Authorizing the Mayor, City Treasurer and City Clerk to sign checks by facsimile signature. (Owen)**

5. **Motion – Adopt Resolution No. 2017-2992: Appointing Kyle Gill as City Administrator. (Gover)**
6. **Motion – Adopt Resolution No. 2017-2993: Appointing Daniel C. Jones as City Attorney and authorizing the Execution of the Legal Services Agreement for the City Attorney position. (Gover)**
7. **Motion – Adopt Special Ordinance No. 2017-1659: Ratifying employment contracts with City Administrator, City Clerk, Finance Director & City Treasurer, Information Technology Director, Fire Chief, Assistant Fire Chief, Police Chief, Deputy Police Chief, Public Works Director, Public Works Superintendent, Water & Waste Water Treatment Plant Superintendents, Parks & Recreation Director, and Director of Arts & Tourism. (Gover)**
8. **Motion – Approve Council Decision Request 2017-1764: Approving the design fee proposal in the amount of \$56,640 from Crawford, Murphy & Tilly for the construction of an additional clearwell at the Water Treatment Plant, repainting of the existing clearwell, and disinfection chemical feed point changes; and authorizing the mayor to sign the document. (Cox)**
9. **Motion – Adopt Ordinance No. 2017-5397: Authorizing and directing the issuance, sale and delivery of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A, of the City; providing for the levy and collection of an annual tax for the purpose of paying the principal and interest on the bonds as they become due; and authorizing other related matters. (Owen)**
10. **Motion – Adopt Ordinance No. 2017-5398: Authorizing and directing the issuance, sale and delivery of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B, of the City; providing for the levy and collection of an annual tax for the purpose of paying the principal and interest on the bonds as they become due; and authorizing other related matters. (Owen)**
11. **Motion – Adopt Resolution No. 2017-2994: Approving a Tax Compliance Procedure for the City, regarding the tax-exempt bonds Series 2014 and Series 2017A. (Owen)**

DEPARTMENT REPORTS:

**CITY ADMINISTRATOR/COMMUNITY DEVELOPMENT
CITY ATTORNEY
CITY CLERK
FINANCE
PUBLIC WORKS
FIRE
POLICE
ARTS AND TOURISM**

COMMENTS BY THE COUNCIL

Adjourn

CONSENT AGENDA ITEMS: UNAPPROVED MINUTES: Regular Meeting – April 18, 2017

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on April 18, 2017.

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

Mayor Gover led the Pledge of Allegiance.

The following members of the Council answered roll call physically present: YEA Commissioner Dave Cox, YEA Commissioner Sandra Graven, YEA Commissioner Rick Hall, YEA Commissioner Preston Owen, and YEA Mayor Tim Gover.

Also physically present were City personnel: City Administrator Kyle Gill, City Attorney Janett Winter-Black, Finance Director/Treasurer Beth Wright, Public Works Director Dean Barber, Fire Chief Tony Nichols, Police Chief Jeff Branson, and City Clerk Susan O'Brien.

CONSENT AGENDA

Mayor Gover seconded by Commissioner Hall moved to approve the consent agenda consisting of minutes of the regular meeting April 4, 2017; bills and payroll for the first half of April, 2017.

Bills & Payroll first half of April, 2017

<u>General Fund</u>			
Payroll		\$	273,052.69
Bills		<u>\$</u>	<u>208,736.95</u>
	Total	\$	481,789.64
<u>Hotel Tax Administration</u>			
Payroll		\$	2,743.61
Bills		<u>\$</u>	<u>325.29</u>
	Total	\$	3,068.90
<u>Festival Mgt</u>			
Bills		<u>\$</u>	<u>12,091.00</u>
	Total	\$	12,091.00
<u>Insurance & Tort Judgment</u>			
Bills		<u>\$</u>	<u>72,133.71</u>
	Total	\$	72,133.71
<u>Broadway East Bus. Dist.</u>			
Bills		<u>\$</u>	<u>2,514.40</u>
	Total	\$	2,514.40
<u>Water Fund</u>			
Payroll		\$	33,237.79
Bills		<u>\$</u>	<u>28,559.77</u>
	Total	\$	61,797.56

	<u>Sewer Fund</u>		
Payroll		Total	\$ 34,113.48
Bills			\$ 21,799.84
		Total	\$ 55,913.32
	<u>Health Insurance Fund</u>		
Bills			\$ 192,811.27
		Total	\$ 192,811.27
	<u>Motor Fuel Tax Fund</u>		
Bills			\$ 14,804.46
		Total	\$ 14,804.46

Mayor Gover declared the motion to approve consent agenda carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

PRESENTATIONS, PETITIONS AND COMMUNICATIONS

Mayor Gover opened the floor for Public comments with no response from the Public.

NEW BUSINESS

Commissioner Owen seconded by Commissioner Graven moved to adopt Special Ordinance No. 2017-1656, adopting the budget for the fiscal year that begins May 1, 2017 and ends April 30, 2018.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2017-1656

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF
MATTOON FOR THE FISCAL YEAR THAT BEGINS MAY 1, 2017
AND ENDS APRIL 30, 2018**

WHEREAS, the proposed budget was filed with the City Clerk and became available for public inspection on March 24, 2017; and

WHEREAS, notice of a public hearing to consider comments on the proposed budget was published in the *Mattoon Journal Gazette*; and

WHEREAS, a public hearing was held on April 04, 2017 at which hearing any taxpayer was given an opportunity to appear and be heard in favor of or against any of the proposed revenues and expenditures provided in the tentative budget; and

WHEREAS, after the public hearing the City Council adopted changes to the tentative budget as outlined in the final budget which is attached to this ordinance and marked as “Final Budget – April 18, 2017”; and,

WHEREAS, the process and procedures for the annual budget have been completed in accordance with provisions of Illinois Statutes 65 ILCS 5/8-2-9.1 through 65 ILCS 5/8-2-9.10 and City of Mattoon Ordinance No. 2002-5101.

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

Section 1. Estimates of revenues and expenditures shown in the attached budget, as amended, are hereby adopted as the budget for the City of Mattoon for the fiscal year that begins May 1, 2017 and ends April 30, 2018.

Section 2. The budget as it has been adopted is attached and incorporated herein by reference.

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

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

Upon motion by Commissioner Owen, seconded by Commissioner Graven, adopted this 18th day of April, 2017.

AYES (Names): Commissioner Cox, Commissioner Graven,
Commissioner Hall, Commissioner Owen,
Mayor Gover

NAYS (Names): None

ABSENT (Names): None

Approved this 18th day of April, 2017.

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

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

APPROVED AS TO FORM:
/s/ Janett S. Winter-Black
Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on April 18, 2017.

Mayor Gover opened the floor questions/comments/discussion. Administrator Gill noted a balanced budget after receiving the final figures for the health insurance which allowed gaming funds to be disbursed in the coming fiscal year.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Commissioner Owen seconded by Commissioner Hall moved to adopt Resolution No. 2017-2986, prescribing contributions required of Employees and Retirees who elect to participate in the group health, group Medicare, and life insurance plan of the municipality.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2017-2986

A RESOLUTION ESTABLISHING CONTRIBUTIONS REQUIRED OF EMPLOYEES AND RETIREES WHO ELECT TO PARTICIPATE IN THE CITY OF MATTOON'S GROUP HEALTH, DENTAL AND LIFE INSURANCE PLANS

WHEREAS, the City of Mattoon is subject to three collective bargaining agreements and two of which prescribe that employees shall pay 20% of the cost of the health insurance plan by payroll deduction beginning with the first paycheck of May after the costs for the preceding calendar year are disclosed by the Employer's health insurance administrator; and

WHEREAS, actual costs for stop loss insurance, fees, medical, prescription and dental claim expenditures for calendar year 2016 were \$715.31 per month for single coverage and \$1,543.15 per month for family coverage, as reported by Aetna (City Plan and Group Medicare Plan) and Delta Dental of Illinois, the Employer's health and dental insurance plan administrators; and

WHEREAS, State statutes do not presently require a municipality to pay any portion of the cost of post employment benefits for retired employees and the City reserves the right to make changes to the rates; and

WHEREAS, the City began to require retired employees, whose pensions are more than \$1,625 per month, to contribute a higher share of the cost of the health insurance plan by Resolution 2004-2548 adopted April 6, 2004; and

WHEREAS, group life insurance will be provided by Dearborn National for a two-year term effective May 1, 2017; and

WHEREAS, the time is now appropriate to prescribe contributions required of employees and retirees for the health and life insurance plans for the 2017/2018 fiscal year.

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

Section 1. The following tables prescribe contributions required of eligible employees and retirees who elect to participate in the City of Mattoon's group health insurance plan.

Eligible Employees and Retirees Whose Pensions Are Less Than \$1,625 Per Month

	Total Monthly Cost	Employer Share 80%	Employee Share 20%
Single Coverage	\$715.31	\$572.25	\$ 143.06

Family Coverage	\$1,543.15	\$1,234.51	\$ 308.64
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Eligible Retirees Whose Pensions Are More Than \$1,625 Per Month

	Total Monthly Cost	Employer Share 65%	Retiree Share 35%
Single Coverage	\$ 715.31	\$464.95	\$ 250.36
Family Coverage	\$1,543.15	\$1,003.05	\$ 540.10

Section 2. Retirees, who are currently enrolled, may participate in the City of Mattoon’s group term life insurance plan by monthly withholdings from pensions, whether such retiree is paid by the Illinois Municipal Retirement Fund, the Firefighters Pension Fund or the Police Pension Fund. The retiree contribution for \$10,000 life insurance shall be \$19.64 per month for retirees under 70. For retirees age 70 or over, the retiree contribution for \$5,000 life insurance shall be \$9.82 per month.

Section 3. Employee and retiree contributions adopted by this resolution shall become effective May 1, 2017.

Section 4. All contributions for payment of health and life insurance shall be deducted directly on a monthly basis from the pension benefits received by the retiree. The only exception to the direct deduction rule shall be when the IMRF rules and regulations do not allow for said direct deduction.

Upon motion by Commissioner Owen seconded by Commissioner Hall, adopted this 18th day of April, 2017, by a roll call vote, as follows:

AYES (Names): Commissioner Cox, Commissioner Graven,
Commissioner Hall, Commissioner Owen,
Mayor Gover

NAYS (Names): None

ABSENT (Names): None

/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/Janett S. Winter-Black
 Janett S. Winter-Black, City Attorney

Recorded in the Municipality’s Records on April 18, 2017.

Mayor Gover opened the floor questions/comments/discussion with no response.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Mayor Gover seconded by Commissioner Graven moved to adopt Ordinance No. 2017-5396, ratifying the Mattoon Code of Ordinances to update the City's Electrical Code with local amendments and establishing an Educational Contractor regulation.

**CITY OF MATTOON, ILLINOIS
ORDINANCE NO. 2017-5396**

**AN ORDINANCE UPDATING THE CITY'S ELECTRICAL CODE WITH LOCAL
AMENDMENTS AND ESTABLISHING AN EDUCATIONAL CONTRACTOR
REGULATION**

WHEREAS, the City of Mattoon has previously acknowledged the need for and has adopted codes to regulate and control the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use and maintenance of electrical systems in the City of Mattoon; and

WHEREAS, by Ordinance No. 99-5001, Mattoon adopted regulations for installation of electrical work, including the *National Electrical Code*® and provided for the registration of electrical contractors, the issuance of permits and fees therefore; and

WHEREAS, the *National Electrical Code*® has become the most widely adopted code in the United States – it is the standard used in all 50 states and all U.S. territories; and

WHEREAS, building code enforcement officials have long recognized a need for uniform code provisions for administration of the *National Electrical Code*® and other national standards applicable to electrical systems; and

WHEREAS, Article 80 of the 2008 edition of the *National Electrical Code*® published by the National Fire Protection Association is designed to meet these needs through model code regulations.

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

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

Section 2. Amendments. Chapter 151.03 PROVISIONS SUPERSEDED BY LOCAL AMENDMENT Section E. 334.10 of the Code of Ordinances of the City of Mattoon is hereby amended as follows:

E. 334.10 Nonmetallic-sheathed Cable Uses Permitted. Type NM, Type NMC and Type NMS nonmetallic-sheathed cable may ONLY be used in ~~one and two family dwellings and residential garages~~ dwellings not to exceed 4 units (residential installations for the purpose of this ordinance) and commercial structures utilizing a 200 Ampere single phase service or less. Furthermore this cable shall be sized no smaller than #12, unless on a switched leg, or by special permission of the electrical inspector.

- (1) Unless special permission is granted, anything other than the installations mentioned above (commercial installations for the purpose of this ordinance) shall be installed in

- approved metallic raceway, no smaller than metric designator 16 (trade size ½”).
- (2) Metallic sheathed cable of metric designator 12 (trade size 3/8”) may be used in no length greater than 6’, and where not exposed to physical damage, to facilitate the wiring of branch circuit receptacles, and lighting whip. Longer lengths may be permitted with special permission of the electrical inspector.

Section 3. Amendments. Chapter 151.03 PROVISIONS SUPERSEDED BY LOCAL AMENDMENT Section H. 760.49 of the Code of Ordinances of the City of Mattoon is hereby amended as follows:

H. 760.49 Non-Power Limited Fire Alarm Circuit Conductors

(D) Raceway Identification

Conductors supplying NPLFA circuits shall be installed in metallic raceway, no smaller than trade size ½” and continuously red in color.

Section 4. Amendments. Chapter 151.03 PROVISIONS SUPERSEDED BY LOCAL AMENDMENT Section I. 760.176 of the Code of Ordinances of the City of Mattoon is hereby amended as follows:

I. 760.176 Listing and Marking of Power Limited Fire Alarm Circuit Cables

(H) Cable Color

Cables supplying NPLFA circuits shall be continuously red in color.

Section 5. Amendments. Chapter 151.06 CERTIFICATE OF REGISTRATION Section A of the Code of Ordinances of the City of Mattoon is hereby amended as follows:

A. Definitions. Unless otherwise expressly stated the following words and terms shall, for the purposes of this code, have the following meanings:

1. Direct light. Light emitted directly from the lamp, off of the reflector or reflector diffuser, or through the refractor or diffuser lens, of a luminary.

2. Educational Contractor. A person authorized by registration to perform limited installation, alteration or repair of electrical equipment or wiring for the sole purpose of education. The number of registrations shall be limited to one (1) at any given period of time.

3. Electrical Contractor. Any person engaged in the business of installing, altering, erecting, repairing, or contracting to install, alter, erect or repair electrical equipment or wiring to supply light, heat or power, not including radio apparatus or equipment for wireless reception of sound or signals, and not including apparatus, conductors and other equipment installed for or by public utilities, including common carriers that are under the jurisdiction of the Illinois Commerce Commission, for use in their operations as public utilities. The term "Electrical Contractor" includes any person who supervises and is responsible for the electrical business. It does not include employees employed by such

contractors. Nothing in this section shall preclude the principal owner of a single family residence from installing and erecting electrical equipment and wiring to supply light, heat and power in his personal place of residence.

4. Electrical Board. An examination and registration authority of the City of Mattoon, created and established by Article 80.15 of the NEC® as supplemented by Section 3 of this ordinance.

5. Electrical Serviceperson. A person authorized by registration to perform limited installation, alteration or repair of electrical equipment or wiring for laundry washing and drying appliances, dishwashing appliances, refrigerators, freezers, ranges, furnaces, garbage and trash compacting appliances, garage door openers, air conditioning units, sump pumps, security, alarm and telecommunication systems.

6. Fixture. The assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror, and/or a refractor or lens.

7. Flood or spotlight. Any light fixture or lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction.

8. Fully-shielded (full-cutoff) light. Outdoor light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by a photometric test report.

9. Glare. means light emitting from a luminary with an intensity great enough to reduce a viewer's ability to see, and in extreme cases causing momentary blindness.

10. Grandfathered luminaries. Luminaries not conforming to this chapter that were in place at the time this chapter was voted into effect. When an ordinance "grandfathers" a luminary, it means that such already existing outdoor lighting does not need to be changed.

11. Height of luminary. The height of a luminary shall be the vertical distance from the ground directly below the centerline of the luminary to the lowest direct-light-emitting part of the luminary.

12. Indirect light. Direct light that has been reflected or has scattered off of other surfaces.

13. Lamp. The component of a luminary that produces the actual light.

14. Light trespass. means the shining of light produced by a luminary beyond the boundaries of the property on which it is located.

15. Luminary. This is a complete lighting system, and includes a lamp or lamps and a fixture.

16. Mounting height. Includes the total height of any proposed base combined with the height of the light pole and fixture.

17. Outdoor lighting. The nighttime illumination of an outside area or object by any man-

made device located outdoors that produces light by any means.

18. Temporary outdoor lighting. The specific illumination of an outside area of object by any man-made device located outdoors that produces light by any means for a period of less than seven days, with at least one hundred eighty (180) days passing before being used again.

Section 6. Amendments. Chapter 151.06 CERTIFICATE OF REGISTRATION Section G of the Code of Ordinances of the City of Mattoon is hereby amended as follows:

G. Registration Fee; Duration. The fee for registration as an Electrical Contractor shall be twenty-five dollars (\$25.00) per annum and shall permit an Electrical Contractor to do all phases of electrical wiring within the City of Mattoon. The fee for registration as an Electrical Serviceman shall be twenty-five dollars (\$25) per annum, Any registration fee shall be paid to the Finance Department and deposited in the city' treasury, in advance, with the application. The Certificate of Registration issued shall expire on the 31st day of December of the year in which it is issued; provided that any educational contractor, business manager, building or plant engineer or electrician who shall engage in electrical installation work or repairs solely upon the premises of his employer shall secure a Certificate of Registration without charge, which Certificate shall, however, be confined to the premises of his employment and shall not permit engaging in such work in any place other than upon such premises. Registrants shall be issued a new Certificate of Registration for the ensuing year provided that they have paid the required fee not later than December 31st of the ensuing year; they had been issued valid Certificate of Registration for the previous calendar year and submit evidence of bonding and insurance. All other applicants shall be examined as provided in Paragraph C or D as applicable hereof.

Section 4. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clause and phrases may be declared unconstitutional.

Section 8. The City Clerk is hereby directed to cause this ordinance to be published in pamphlet form, to mail it to all electrical contractors and servicemen presently registered by the City of Mattoon and to make it available for public inspection in the Mattoon Public Library and in the Office of the City Clerk.

Section 9. This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 10 days after its publication in pamphlet form as herein provided.

Upon motion by Mayor Gover, seconded by Commissioner Graven, adopted this 18th day of April, 2017, by a roll call vote, as follows:

AYES (Names): Commissioner Cox, Commissioner Graven,
 Commissioner Hall, Commissioner Owen,
 Mayor Gover

NAYS (Names): None

ABSENT (Names): None

Approved this 18th day of April, 2017.

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

ATTEST:

APPROVED AS TO FORM:

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

/s/Janett S. Winter-Black
Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on April 18, 2017.

Mayor Gover opened the floor questions/comments. Administrator Gill explained the laxing of the conduit ordinance and establishment of the Educational Contractor. Commissioner Cox inquired as to the savings for the school with Administrator Gill stating about \$8,000 per year. Commissioner Owen inquired as to the cost of the permit, which Administrator Gill stated \$25.00 per permit. Chief Nichols asked if there was only one Educational Contractor available with Administrator Gill answering affirmatively.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Commissioner Hall seconded by Commissioner Cox moved to adopt Resolution No. 2017-2987, giving notice to the Illinois Department of Transportation of the Christmas parade to be sponsored by the City of Mattoon.

CITY OF MATTOON, ILLINOIS
RESOLUTION NO. 2017-2987

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

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

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

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

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 1:00 PM and 2:00 PM on November 18, 2017.

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

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

*To be used when appropriate.

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

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

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

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

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc., shall be used by the City of Mattoon as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Mattoon.

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

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

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

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

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

PRESENTED this 18th day of April, 2017 A.D.

APPROVED this 18th day of April, 2017 A.D.

ADOPTED this 18th day of April, 2017. A.D.

/s/ Timothy D. Gover
MAYOR

ATTEST:

/s/Susan J. O'Brien
MUNICIPAL CLERK

Mayor Gover opened the floor questions/comments/discussion with no response.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Commissioner Cox seconded by Commissioner Owen moved to adopt Special Ordinance No. 2017-1657, authorizing an ordinance for the sale of Lot 60 in Lake Paradise Subdivision to Jean Davidson, owner of a home on leased premises at Lot 60, Lake Paradise Subdivision, and authorizing the Mayor to sign all documents necessary to complete the transaction. Commonly known as 3003 East Lake Paradise Road – 10-0-00987-000

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2017-1657

**AN ORDINANCE AUTHORIZING THE SALE OF
SURPLUS REAL ESTATE**

WHEREAS, the City of Mattoon owns certain real estate parcels at Lake Paradise Subdivision including Lot 60; and

WHEREAS, State Statute 65 ILCS 5/11-76-4.1 enables municipalities to sell real estate, at a price of not less than 80% of the appraised value, if it is determined to be in the best interest of the municipality by a vote of two-thirds of the corporate authorities then holding office; and

WHEREAS, Jean Davidson owns a cabin and leases the real estate at Lot 60 of Lake Paradise Subdivision, also known as 3003 East Lake Paradise Road; and

WHEREAS, said real estate is further described on the attached sketch labeled Exhibit 'X' and the attached deed labeled Exhibit 'Y'; and

WHEREAS, Jean Davidson wishes to purchase said real estate at the appraised value of \$18,400.00; and

WHEREAS, the City Council declared Lot 60 “no longer necessary or required for the use of the municipality” and “authorized management staff to negotiate contracts to sell said lots” by virtue of Resolution No. 2006-2642; and

WHEREAS, the City Council established certain Covenants, Restrictions, and Limitations for Lake Paradise Subdivision in a Declaration made May 16th, 2006 and caused said document to be recorded at the Coles County Clerk and Recorder’s Office as Document No. 0690359, said covenants are attached as Exhibit ‘Z’.

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

Section 1. The City Council determines that it would be inappropriate to offer this property to competitive bidding since the leasee has already invested in permanent improvements on the premises that cannot be conveniently separated.

Section 2. The Mayor and City Clerk are authorized to sign documents conveying, by Warranty Deed, attached as Exhibit ‘Y’, title to the real estate described in Section 3 of this ordinance to Jean Davidson in exchange for payment in the amount of \$18,400.00.

Section 3. The real estate to be conveyed pursuant to this ordinance is legally described as:

Lot 60 of Lake Paradise Subdivision, Paradise Township, Coles County, Illinois, commonly known as 3003 East Lake Paradise Road, Mattoon, Illinois.

Excepting any interest or estate in the minerals underlying the surface of the land which may have been heretofore conveyed or reserved, and all rights and easements in favor of any such mineral interest or estate.

Section 4. The Covenants, Restrictions, and Limitations for Lake Paradise Subdivision, Paradise Township, Coles County, Illinois, attached as Exhibit ‘Z’, shall run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them and for the benefit of, and limitations on, future owners in such subdivision.

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

Section 6. This ordinance shall be effective upon its approval as provided by law. Upon motion by Commissioner Cox, seconded by Commissioner Owen, adopted this 18th day of April, 2017, by a roll call vote, as follows:

AYES (Names): Commissioner Cox, Commissioner Graven,
Commissioner Hall, Commissioner Owen,
Mayor Gover

NAYS (Names): None

ABSENT (Names): None

Approved this 18th day of April, 2017.

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

City of Mattoon, Coles County, Illinois

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

APPROVED AS TO FORM:
/s/Janett S. Winter-Black
Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on March 18, 2017.

Mayor Gover opened the floor questions/comments/discussion with no response.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Commissioner Cox seconded by Commissioner Graven moved to approve Council Decision Request 2017-1758, awarding the 2017 Water Treatment Plant chemical bids to:

USALCO for	Alum	@	\$0.1809 /pound
Hawkins for	Ammonium Sulfate	@	\$0.2875 /pound
Matheson Tri-Gas, Inc. for	Carbon Dioxide	@	\$0.0760 /pound
Polydyne for	Cationic Polymer	@	\$0.3970 /pound
DPC for	Chlorine	@	\$0.2325 /pound
Hawkins for	Fluoride	@	\$0.3250 /pound
Hawkins for	Permanganate	@	\$0.8200 /pound
Hawkins for	Phosphate Blend	@	\$0.4600 /pound; and,
Thatcher for	Powdered Activated Carbon	@	\$0.5580 /pound.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Commissioner Hall seconded by Commissioner Cox moved to approve Council Decision Request 2017-1759, approving a \$15,000 grant by the Tourism Advisory Committee from FY17/18 hotel/motel tax funds to the Mattoon Cobras for four softball tournaments (12th Annual Mother's Day Tournament held May 12 -14, 2017; 2017 USSSA Schools Out Blowout to be held June 2-4, 2017; 2017 USSSA State Tournament to be held June 16-18, 2017; and 2017 USSSA Fall Qualifier Tournament to be held October 7-8, 2017); and authorizing the mayor to sign the agreement.

Mayor Gover opened the floor questions/comments/discussion. Commissioner Hall explained the accounts of the Tourism Committee and their in depth questioning of applicants. Commissioner Cox inquired whether the Fall Qualifier was a new event with Chief Nichols and Commissioner Hall answering affirmatively.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Commissioner Hall seconded by Commissioner Cox moved to approve Council Decision Request 2017-1760, approving a \$20,000 grant by the Tourism Advisory Committee from

FY17/18 hotel/motel tax funds to the Mattoon Pride for four softball tournaments (Mattoon NSA World Series Qualifier June 9-11, 2017; ASA National Qualifier June 23-25, 2017; NSA "B" State June 30-July 1, 2017; and Mattoon Bagelfest Tournament July 21-23, 2017); and authorizing the mayor to sign the agreement.

Mayor Gover opened the floor questions/comments. Commissioner Graven requested additional detail on the Pride's application with Clerk O'Brien to obtain and provide the additional information. Council discussed the grant, 110 teams, bracketing for overnight stays as other sports do, and request for numbers of teams and overnight stays reporting.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Commissioner Hall seconded by Commissioner Cox moved to approve Council Decision Request 2017-1761, approving a \$2,000.00 grant from Hotel/Motel Taxes from FY 17-18 to the Lake Mattoon Sailing Association for the purpose of supporting the Lake Mattoon Riviera Regatta to be held June 9-11, 2017; and authorizing the mayor to sign the agreement.

Mayor Gover opened the floor questions/comments. Commissioner Hall elaborated on the participation by teams from as far away as New York and the number of participants from out of state.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Commissioner Hall seconded by Commissioner Cox moved to approve Council Decision Request 2017-1762, approving a \$5,000.00 grant from Hotel/Motel Taxes from FY 17-18 to the Mattoon American Legion Post #88 Baseball for the purpose of supporting the Firecracker Classic Jr. and Sr. Events June 9-11, 2017 and June 23-25, 2017; and authorizing the mayor to sign the agreement.

Mayor Gover opened the floor questions/comments with no response.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Mayor Gover seconded by Commissioner Graven moved to approve Council Decision Request 2017-1763, approving a home occupation application for a special use to allow the online sale of firearms by Robert L. Angell at 1 Lafayette Meadows; and authorizing the mayor to sign a permit.

Mayor Gover opened the floor questions/comments/discussion. Administrator Gill noted the home occupation request due to the owners FLL license, described no stock on hand, described the ordering process, and noted others with similar sales. Chief Branson had no major concern with these businesses.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

DEPARTMENT REPORTS:

CITY ADMINISTRATOR/COMMUNITY DEVELOPMENT noted finalization of budgets and preparation of Police union negotiations. Mayor Gover opened the floor for questions with no response.

CITY ATTORNEY thanked the Council for the Kiwanis Pancake Day ticket purchases and announced her last City Council meeting with appreciation of the opportunity to serve the City. Mayor Gover thanked and expressed appreciation of Ms. Winter-Black's service to the Council.

CITY CLERK noted various insurance issues; otherwise, business as usual. Mayor Gover opened the floor for questions with no response.

FINANCE distributed the Financial Report for March and reviewed report and cash position. Mayor Gover noted figures of the gaming revenues of more than \$30,000 and hoped for continuance.

PUBLIC WORKS announced the Public Works Advisory Board's next meeting to discuss the management and operations of the yard waste facility, possible elimination of permits for Tree Contractors due to the overabundance of time and work for Public Works; updated Council on the poured footings and plumbing at the new Public Works Building and landscaping at Heritage Park. Commissioner Hall announced that the Kiwanis Adopt a Mile was to be held on May 6th and inquired as to the mowing of right-of-ways. Director Barber stated the mowing is to be done the week before Memorial Day.

FIRE updated Council on the testing of firehose, annual trauma life support, annual physicals, students participating in ambulance ride-alongs for paramedic classes, a fire at 32nd/Marshall, and thanked the Mattoon Police Department for their assistance in setting up barricades. Mayor Gover opened the floor for questions with no response.

POLICE had nothing to report; business as usual. Mayor Gover opened the floor for questions with no response.

ARTS AND TOURISM Commissioner Hall had nothing to report.

COMMENTS BY THE COUNCIL

Commissioner Cox thanked the Kiwanis and Parks Dept. for the playground equipment at Peterson and Lawson Parks. Commissioner Owen thanked Administrator Gill and Finance Director and Treasurer Wright for their work on the budgets. All Commissioners expressed the pleasure to work with City Attorney Winter-Black.

Mayor Gover seconded by Commissioner Hall moved to recessed to closed session at 7:11 p.m. pursuant to the Illinois Open Meetings Act for the purpose of discussing the

appointment, compensation, discipline, performance, or dismissal of specific employees of the City or legal counsel for the City. (5ILCS/20 (2)(C)(1))

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Council reconvened at 7:35 p.m.

Mayor Gover seconded by Commissioner Owen moved to adopt Special Ordinance No. 2017-1657, establishing the 2017/2018 Compensation Plan for managerial and non-union non-managerial employees of the municipality.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Commissioner Hall seconded by Commissioner Cox moved to adjourn at 7:36 p.m.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, NAY Commissioner Owen, YEA Mayor Gover.

/s/Susan J. O'Brien
City Clerk

DEPARTMENT REPORTS:

DEPARTMENT REPORTS BEGIN ON NEXT PAGE.

City of Mattoon

Incident Type Report (Summary)

Alarm Date Between {03/01/2017} And
{03/31/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
121 Fire in mobile home used as fixed residence	1	0.45%	\$25,000	80.12%
131 Passenger vehicle fire	1	0.45%	\$6,200	19.87%
	2	0.89%	\$31,200	100.00%
3 Rescue & Emergency Medical Service Incident				
3201 EMS Transfer	14	6.25%	\$0	0.00%
3202 EMS Non-Emergency Transport	5	2.23%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	55	69.20%	\$0	0.00%
3211 Motor Vehicle Collision	4	1.79%	\$0	0.00%
322 Motor vehicle accident with injuries	3	1.34%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.45%	\$0	0.00%
381 Rescue or EMS standby	1	0.45%	\$0	0.00%
	183	81.70%	\$0	0.00%
4 Hazardous Condition (No Fire)				
424 Carbon monoxide incident	1	0.45%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.45%	\$0	0.00%
444 Power line down	1	0.45%	\$0	0.00%
	3	1.34%	\$0	0.00%
5 Service Call				
510 Person in distress, Other	1	0.45%	\$0	0.00%
5311 Smoke or odor investigation	5	2.23%	\$0	0.00%
550 Public service assistance, Other	3	1.34%	\$0	0.00%
552 Police matter	1	0.45%	\$0	0.00%
553 Public service	4	1.79%	\$0	0.00%
5532 Public Education Detail	3	1.34%	\$0	0.00%
5533 Residential Alarm Check	1	0.45%	\$0	0.00%
561 Unauthorized burning	1	0.45%	\$0	0.00%
5711 CRT Activation	2	0.89%	\$0	0.00%
	21	9.38%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.45%	\$0	0.00%
6111 Canceled en route by another agency	3	1.34%	\$0	0.00%
622 No Incident found on arrival at dispatch address	4	1.79%	\$0	0.00%

City of Mattoon

Incident Type Report (Summary)

Alarm Date Between {03/01/2017} And
{03/31/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call	<u>8</u>	<u>3.57%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	1	0.45%	\$0	0.00%
735 Alarm system sounded due to malfunction	2	0.89%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.45%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	0.45%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	2	0.89%	\$0	0.00%
	<u>7</u>	<u>3.13%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 224

Total Est Loss:

\$31,200

BILLS & PAYROLL:

BILLS & PAYROLL BEGIN ON NEXT PAGE.

CITY OF MATTOON

4-21-17 PAYROLL

4-1-17/4-14-17

	G/L ACCOUNT	ACCOUNT NAME	AMOUNT
CITY COUNCIL	110 5110-111	SALARIES OF REG EMPLOYEES	\$ 1,476.91
CITY CLERK	110 5120-111	SALARIES OF REG EMPLOYEES	\$ 4,660.90
	110 5120-114	COMPENSATED ABSENCES	\$ 360.04
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEES	\$ 1,226.54
	110 5130-114	COMPENSATED ABSENCES	\$ 99.44
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEES	\$ 1,397.30
	110 5150-114	COMPENSATED ABSENCES	\$ 147.54
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEES	\$ 3,501.26
	110 5170-114	COMPENSATED ABSENCES	\$ 1,412.60
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEES	\$ 13,760.89
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEES	\$ 10,232.07
	110 5212-113	OVERTIME	\$ 7,640.50
PATROL	110 5213-111	SALARIES OF REG EMPLOYEES	\$ 66,123.30
	110 5213-113	OVERTIME	\$ 7,926.11
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEES	\$ 4,868.20
	110 5214-113	OVERTIME	\$ 5,980.72
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEES	\$ 2,777.68
	110 5227-113	OVERTIME	\$ 743.03
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEES	\$ 76,931.53
	110 5241-113	OVERTIME	\$ 9,026.52
	110 5241-114	COMPENSATED ABSENCES	\$ 8,606.63
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEES	\$ 2,094.71
	110 5261-114	COMPENSATED ABSENCES	\$ 145.27
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEES	\$ 5,954.11
	110 5310-114	COMPENSATED ABSENCES	\$ 448.85
STREETS	110 5320-111	SALARIES OF REG EMPLOYEES	\$ 15,714.94
	110 5320-113	OVERTIME	\$ 963.57
	110 5320-114	COMPENSATED ABSENCES	\$ 4,640.86
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEES	\$ 3,532.64
	110 5381-112	SALARIES OF TEMP EMPLOYEES	\$ 594.00
	110 5381-114	COMPENSATED ABSENCES	\$ 168.18
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEES	\$ 1,400.91
	110 5390-113	OVERTIME	\$ 55.59
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEES	\$ 4,594.76
	110 5511-114	COMPENSATED ABSENCES	\$ 2,095.60
LAKE MATTOON	110 5512-111	SALARIES OF REG EMPLOYEES	\$ 2,443.24
	110 5512-112	SALARIES OF TEMP EMPLOYEES	\$ 1,036.80
	110 5512-113	OVERTIME	\$ 778.72
CEMETERY	110 5570-111	SALARIES OF REG EMPLOYEES	\$ 2,621.80
	110 5570-112	SALARIES OF TEMP EMPLOYEES	\$ 1,341.91
	110 5570-114	COMPENSATED ABSENCES	\$ 219.26
		*** FUND 110 TOTALS ***	\$ 279,745.43

CITY OF MATTOON

4-21-17 PAYROLL

4-1-17/4-14-17

HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	\$ 2,325.18
	122 5653-112	SALARIES OF TEMP EMPLOYEES	\$ 693.00
	122 5653-114	COMPENSATED ABSENCES	\$ 100.43
		*** FUND 122 TOTALS ***	\$ 3,118.61
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	\$ 11,332.66
	211 5353-113	OVERTIME	\$ 2,315.34
	211 5353-114	COMPENSATED ABSENCES	\$ 751.19
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	\$ 8,320.53
	211 5354-113	OVERTIME	\$ 502.20
	211 5354-114	COMPENSATED ABSENCES	\$ 2,393.54
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	\$ 5,968.41
	211 5355-114	COMPENSATED ABSENCES	\$ 372.66
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	\$ 5,501.72
	211 5356-114	COMPENSATED ABSENCES	\$ 409.07
		*** FUND 211 TOTALS ***	\$ 37,867.32
SANITARY SEWER MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	\$ 3,842.43
	212 5342-113	OVERTIME	\$ 275.44
	212 5342-114	COMPENSATED ABSENCES	\$ 2,473.29
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	\$ 21,932.14
	212 5344-113	OVERTIME	\$ 405.25
	212 5344-114	COMPENSATED ABSENCES	\$ 1,964.39
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	\$ 5,968.43
	212 5345-114	COMPENSATED ABSENCES	\$ 372.68
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	\$ 5,501.72
	212 5346-114	COMPENSATED ABSENCES	\$ 409.07
		*** FUND 212 TOTALS ***	\$ 43,144.84
		*** GRAND TOTALS ***	\$ 363,876.20

CITY OF MATTOON

4-21-17 PAYROLL

4-1-17/4-14-17

*** PAY CODE TOTALS ***

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REGULAR PAY	35	1,521.75	\$ 34,148.00
OVERTIME PAY	31	435	\$ 16,454.12
HOLIDAY PAY-REGULAR	45	239.6	\$ 6,301.85
VACATION PAY	24	351	\$ 10,432.86
SALARY PAY	116	9,261.06	\$ 246,209.71
COMP PAID	20	396.83	\$ 10,616.46
SICK PAY-AFSCME	10	76	\$ 2,066.50
PEDA PAY	4	300.94	\$ 8,399.64
VACATION PAY	6	216	\$ 5,460.30
SICK-NON UNION	6	114	\$ 3,034.55
STRAIGHT OT POLICE	10	658	\$ 19,215.40
CAPTAIN PAY	1	24	\$ 24.00
SHIFT PAY	4	152	\$ 115.52
HOLIDAY PAY-OT	3	24	\$ 943.47
SICK-FD UNION	1	12	\$ 294.53
SHIFT PAY	5	234	\$ 154.44
BACK PAY	2	2	\$ 4.85

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002811	BLUE CROSS BLUE SHIELD	I-201704276948	110 4436-010	AMBULANCE BIL:	AMBULANCE REFUND	133507	652.62
					VENDOR 01-002811 TOTALS		652.62
01-003448	IL DEPT OF HEALTHCARE	I-201704276942	110 4436-010	AMBULANCE BIL:	AMBULANCE REFUND	133538	192.25
					VENDOR 01-003448 TOTALS		192.25
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	844.87
01-001408	INDUSTRIAL MECHANICAL	I-8604	110 5110-828	VGT ALLOCATIO:	IT ROOM A/C	133542	4,123.00
01-001408	INDUSTRIAL MECHANICAL	I-8611	110 5110-828	VGT ALLOCATIO:	REPLACE HVAC @ DISPA	133542	13,783.00
					VENDOR 01-001408 TOTALS		17,906.00
01-001680	ECIDC	I-438	110 5110-571	DUES & MEMBER:	MEMBERSHIP	133526	375.00
					VENDOR 01-001680 TOTALS		375.00
01-002170	BUSINESS CARD	I-201704276959	110 5110-561	BUSINESS MEET:	CHARLESTON COUNTRY C	133510	25.13
					VENDOR 01-002170 TOTALS		25.13
01-002940	BANNER FIRE EQUIPMENT	I-01P2356	110 5110-829	VGT ALLOCATIO:	HELMET	133502	268.59
					VENDOR 01-002940 TOTALS		268.59
01-003049	SHI INTERNATIONAL CORP	I-B06440860	110 5110-829	VGT ALLOCATIO:	CC WINDOW COMPUTER	133573	133.97
01-003049	SHI INTERNATIONAL CORP	I-B06441726	110 5110-829	VGT ALLOCATIO:	CC WINDOW PC UPS	133573	76.00
01-003049	SHI INTERNATIONAL CORP	I-b06441711	110 5110-829	VGT ALLOCATIO:	CC WINDOW PC MOUNT	133573	149.00
					VENDOR 01-003049 TOTALS		358.97
01-003656	DINGES FIRE COMPANY	I-39991	110 5110-829	VGT ALLOCATIO:	THERMAL IMAGER	133524	6,750.00
					VENDOR 01-003656 TOTALS		6,750.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 110 CITY COUNCIL

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003666	LINCOLN FIRE PROTECTIO	I-201704286977	110 5110-827	VGT ALLOCATIO:	BACK TAXES FOR ANNEX	133485	7,099.65
						VENDOR 01-003666 TOTALS	7,099.65
01-020975	HEART TECHNOLOGIES INC	I-10256717	110 5110-829	VGT ALLOCATIO:	PD SECURITY VIDEO SY	133536	8,200.50
						VENDOR 01-020975 TOTALS	8,200.50
DEPARTMENT 110 CITY COUNCIL						TOTAL:	40,983.84
01-024060	IL DEPT OF NATURAL RES	I-201704206891	110 5120-802	HUNTING/FISHI:	CITY CLERK 4-11/17	000000	32.50
01-024060	IL DEPT OF NATURAL RES	I-201704286978	110 5120-802	HUNTING/FISHI:	CITY CLERK 4-18/24	000000	45.50
						VENDOR 01-024060 TOTALS	78.00
01-043522	STAPLES CREDIT PLAN	I-201704287005	110 5120-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133575	173.66
01-043522	STAPLES CREDIT PLAN	I-201704287005	110 5120-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133575	20.28
						VENDOR 01-043522 TOTALS	193.94
DEPARTMENT 120 CITY CLERK						TOTAL:	271.94
01-002170	BUSINESS CARD	I-201704276959	110 5130-561	BUSINESS MEET:	STADIUM GRILL	133510	32.25
01-002170	BUSINESS CARD	I-201704276959	110 5130-561	BUSINESS MEET:	STADIUM GRILL	133510	63.25
						VENDOR 01-002170 TOTALS	95.50
DEPARTMENT 130 CITY ADMINISTRATOR						TOTAL:	95.50
01-001657	TYLER TECHNOLOGIES	I-025-186991	110 5150-516	TECHNOLOGY SU:	SOFTWARE MAINTENANCE	133584	10,253.55
						VENDOR 01-001657 TOTALS	10,253.55
DEPARTMENT 150 FINANCIAL ADMINISTRATION						TOTAL:	10,253.55
01-001620	VERIZON WIRELESS	I-9784011835	110 5170-533	CELLULAR PHON:	MOBILES	133588	72.62
						VENDOR 01-001620 TOTALS	72.62

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201704276959	110 5170-316	TOOLS & EQUIP: AMAZON		133510	1,195.00
01-002170	BUSINESS CARD	I-201704276959	110 5170-316	TOOLS & EQUIP: ID SUPPLY		133510	67.49
01-002170	BUSINESS CARD	I-201704276959	110 5170-851	WIDE AREA NET: SILLWORKS		133510	1,014.25
01-002170	BUSINESS CARD	I-201704276959	110 5170-316	TOOLS & EQUIP: AMAZON		133510	64.99
						VENDOR 01-002170 TOTALS	2,341.73
01-023800	CONSOLIDATED COMMUNICA	I-201704206881	110 5170-854	WIDE AREA NET: 101-5520		000000	88.79
01-023800	CONSOLIDATED COMMUNICA	I-201704206882	110 5170-854	WIDE AREA NET: 101-0937		000000	88.79
						VENDOR 01-023800 TOTALS	177.58
						DEPARTMENT 170 COMPUTER INFO SYSTEMS TOTAL:	2,591.93
01-000720	CARDMEMBER SERVICES	I-201704286975	110 5211-537	I-WIN ACCESS : PD-CCSO CONNECTION C	133484		128.70
						VENDOR 01-000720 TOTALS	128.70
01-001162	STEVE BRIDGES	I-201704276963	110 5211-562	TRAVEL & TRAI: MEALS 3/27-31		133509	91.25
						VENDOR 01-001162 TOTALS	91.25
01-001620	VERIZON WIRELESS	I-9784011835	110 5211-533	CELLULAR PHON: MOBILES		133588	717.21
						VENDOR 01-001620 TOTALS	717.21
01-001663	ADVANCED DIGITAL SOLUT	I-51447	110 5211-814	PRINT/COPY MA: BASE CHARGE & USAGE	133497		30.40
01-001663	ADVANCED DIGITAL SOLUT	I-51451	110 5211-814	PRINT/COPY MA: XEROX	133497		34.57
						VENDOR 01-001663 TOTALS	64.97
01-002170	BUSINESS CARD	I-201704276959	110 5211-562	TRAVEL & TRAI: SAFE KIDS WORLDWIDE	133510		60.00
01-002170	BUSINESS CARD	I-201704276959	110 5211-562	TRAVEL & TRAI: SAFE KIDS WORLDWIDE	133510		50.00
						VENDOR 01-002170 TOTALS	110.00
01-002256	LOG IN/IACP NET	I-29829	110 5211-571	DUES & MEMBER: ANNUAL BILLING		133551	875.00
						VENDOR 01-002256 TOTALS	875.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 211 POLICE ADMINISTRATION

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003213	DYLAN PHILPOTT	I-201704287006	110 5211-579	MISC OTHER PU:	NUISANCE CLEAN UP 2-	133566	2,260.00
					VENDOR 01-003213 TOTALS		2,260.00
01-003442	CHRIS KEPLEY	I-201704276962	110 5211-562	TRAVEL & TRAI:	MEALS 3-27/31	133545	64.23
					VENDOR 01-003442 TOTALS		64.23
01-003635	HEARTLAND SERVICES, IN	I-INV159778	110 5211-579	MISC OTHER PU:	TOUCH SCREEN PANEL K	133537	536.44
					VENDOR 01-003635 TOTALS		536.44
01-003648	PRICELESS TOWING	I-022764	110 5211-579	MISC OTHER PU:	TOW EXPEDITION	133567	136.00
					VENDOR 01-003648 TOTALS		136.00
01-009057	COMM REVOLVING FUND	I-T1731943	110 5211-537	I-WIN ACCESS :	COMM SVCS 3/17	133518	501.97
					VENDOR 01-009057 TOTALS		501.97
01-023800	CONSOLIDATED COMMUNICA	I-201704266905	110 5211-532	TELEPHONE :	045-2243	000000	103.50
					VENDOR 01-023800 TOTALS		103.50
01-037800	RAY O'HERRON CO	I-1719322-IN	110 5211-315	UNIFORMS & CL:	CAP, SAFETY WAND	133568	38.10
01-037800	RAY O'HERRON CO	I-1719403-IN	110 5211-315	UNIFORMS & CL:	DUTY BELT	133568	58.73
01-037800	RAY O'HERRON CO	I-1720708-IN	110 5211-319	MISCELLANEOUS:	BADGE	133568	227.79
					VENDOR 01-037800 TOTALS		324.62
01-039210	ADVANCED DISPOSAL	I-F50000496039	110 5211-579	MISC OTHER PU:	TRASH SERVICES	133482	328.57
					VENDOR 01-039210 TOTALS		328.57
01-040451	S & S SERVICE CO	I-64773	110 5211-579	MISC OTHER PU:	TOW SQUAD	133569	55.00
01-040451	S & S SERVICE CO	I-64828	110 5211-579	MISC OTHER PU:	TOW SQUAD	133569	104.00
					VENDOR 01-040451 TOTALS		159.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 211 POLICE ADMINISTRATION

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-040463	SARAH BUSH LINCOLN HEA	I-201704266935	110 5211-519	OTHER PROFESS:	EMPLOYMENT TESTS	133570	639.50
VENDOR 01-040463 TOTALS							639.50
01-043522	STAPLES CREDIT PLAN	I-201704276950	110 5211-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133574	29.77
01-043522	STAPLES CREDIT PLAN	I-201704276950	110 5211-579	MISC OTHER PU:	OFFICE SUPPLIES	133574	227.76
01-043522	STAPLES CREDIT PLAN	I-201704287005	110 5211-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133575	3.62
VENDOR 01-043522 TOTALS							261.15
01-047000	THOMSON REUTERS-WEST	I-835947030	110 5211-579	MISC OTHER PU:	IL CRIMINAL LAW & PR	133581	1,072.00
VENDOR 01-047000 TOTALS							1,072.00
01-048405	THE WINNING STITCH	I-793	110 5211-315	UNIFORMS & CL:	NIKE DRI-FIT POLO	133580	58.00
VENDOR 01-048405 TOTALS							58.00
DEPARTMENT 211 POLICE ADMINISTRATION						TOTAL:	8,432.11
01-002170	BUSINESS CARD	I-201704276959	110 5212-319	MISCELLANEOUS:	AMAZON	133510	26.95
VENDOR 01-002170 TOTALS							26.95
01-043522	STAPLES CREDIT PLAN	I-201704276950	110 5212-319	MISCELLANEOUS:	OFFICE SUPPLIES	133574	237.92
VENDOR 01-043522 TOTALS							237.92
DEPARTMENT 212 CRIMINAL INVESTIGATION						TOTAL:	264.87
01-002170	BUSINESS CARD	I-201704276959	110 5213-319	MISCELLANEOUS:	AMAZON	133510	26.95
VENDOR 01-002170 TOTALS							26.95
DEPARTMENT 213 PATROL						TOTAL:	26.95

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 214 K-9 SERVICE

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001973	USPCA REGION 16	I-201704276949	110 5214-319	MISCELLANEOUS:	BRIX-DOG CERT 6-8/11	133587	60.00
VENDOR 01-001973 TOTALS							60.00
01-002170	BUSINESS CARD	I-201704276959	110 5214-319	MISCELLANEOUS:	WALGREENS	133510	17.70
01-002170	BUSINESS CARD	I-201704276959	110 5214-319	MISCELLANEOUS:	RAY ALLEN	133510	353.88
VENDOR 01-002170 TOTALS							371.58
01-002578	ALBIN ANIMAL HOSPITAL	I-201704266934	110 5214-579	MISC OTHER PU:	BRIX VET BILL P/E 4/	133498	22.80
VENDOR 01-002578 TOTALS							22.80
01-003663	ALBIN ANIMAL HOSPITAL	I-201704266932	110 5214-579	MISC OTHER PU:	BANE VET BILL P/E 4/	133499	247.56
01-003663	ALBIN ANIMAL HOSPITAL	I-201704266933	110 5214-579	MISC OTHER PU:	GORO VET BILL P/E 4/	133499	114.00
VENDOR 01-003663 TOTALS							361.56
DEPARTMENT 214 K-9 SERVICE						TOTAL:	815.94
01-002019	BARBECK COMMUNICATIONS	I-242809	110 5223-434	REPAIR OF VEH:	DECOMMISSION SQUAD	133503	630.00
VENDOR 01-002019 TOTALS							630.00
01-009075	CUSD #2 TRANSPORTATION	I-201704206897	110 5223-326	FUEL	: POLICE DEPT 7/16 FUE	133440	4,122.54
VENDOR 01-009075 TOTALS							4,122.54
01-032712	MATTOON KAWASAKI YAMAHA	I-201704276951	110 5223-434	REPAIR OF VEH:	YAMAHA REPAIRS	133553	92.82
VENDOR 01-032712 TOTALS							92.82
01-034603	MEARS AUTOMOTIVE, INC.	I-21272	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	133555	365.03
01-034603	MEARS AUTOMOTIVE, INC.	I-21278	110 5223-434	REPAIR OF VEH:	OIL CHANGE	133555	101.13
01-034603	MEARS AUTOMOTIVE, INC.	I-21283	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	133555	21.90
01-034603	MEARS AUTOMOTIVE, INC.	I-21286	110 5223-434	REPAIR OF VEH:	OIL CHANGE	133555	24.45
01-034603	MEARS AUTOMOTIVE, INC.	I-21287	110 5223-434	REPAIR OF VEH:	OIL CHANGE	133555	39.40
01-034603	MEARS AUTOMOTIVE, INC.	I-21289	110 5223-434	REPAIR OF VEH:	OIL CHANGE	133555	39.40

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-034603	MEARS AUTOMOTIVE, INC.	I-21290	110 5223-434	REPAIR OF VEH:	OIL CHANGE	133555	24.45
01-034603	MEARS AUTOMOTIVE, INC.	I-21291	110 5223-434	REPAIR OF VEH:	OIL CHANGE	133555	39.40
01-034603	MEARS AUTOMOTIVE, INC.	I-21292	110 5223-434	REPAIR OF VEH:	OIL CHANGE	133555	39.40
01-034603	MEARS AUTOMOTIVE, INC.	I-21293	110 5223-434	REPAIR OF VEH:	OIL CHANGE	133555	24.45
01-034603	MEARS AUTOMOTIVE, INC.	I-21295	110 5223-434	REPAIR OF VEH:	OIL CHANGE	133555	48.40
01-034603	MEARS AUTOMOTIVE, INC.	I-21349	110 5223-434	REPAIR OF VEH:	TIRE REPAIR	133555	28.40
01-034603	MEARS AUTOMOTIVE, INC.	I-21351	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	133555	28.40
01-034603	MEARS AUTOMOTIVE, INC.	I-21387	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	133556	143.00
						VENDOR 01-034603 TOTALS	967.21
01-037800	RAY O'HERRON CO	I-1719660-IN	110 5223-318	VEHICLE PARTS:	SECURE IDLE	133568	361.21
01-037800	RAY O'HERRON CO	I-1720351-IN	110 5223-318	VEHICLE PARTS:	PUSH BUMPER	133568	634.70
						VENDOR 01-037800 TOTALS	995.91
01-038375	DAN PILSON AUTO CENTER	I-515809	110 5223-318	VEHICLE PARTS:	MIRROR	133519	123.37
						VENDOR 01-038375 TOTALS	123.37
01-041000	SECRETARY OF STATE	I-201704266936	110 5223-319	MISCELLANEOUS:	STICKER RENEWAL	133572	101.00
						VENDOR 01-041000 TOTALS	101.00
						DEPARTMENT 223 AUTOMOTIVE SERVICES TOTAL:	7,032.85
01-001070	AMEREN ILLINOIS	I-201704266910	110 5224-321	UTILITIES	: 1700 WABASH	000000	1,496.01
						VENDOR 01-001070 TOTALS	1,496.01
01-002588	SUPERIOR FIRE PROTECTI	I-11004	110 5224-439	OTHER REPAIR	: INSPECTION OF SPRINK	133578	300.00
						VENDOR 01-002588 TOTALS	300.00
01-003646	SCHEFF'S SUPPLIES	I-11138	110 5224-312	CLEANING SUPP:	SCHEFF'S SUPPLIES	133571	300.00
						VENDOR 01-003646 TOTALS	300.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 224 POLICE BUILDINGS

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008600	COLES MOULTRIE ELECTRI	I-201704286981	110 5224-321	UTILITIES	: PISTOL RANGE	000000	64.00
						VENDOR 01-008600 TOTALS	64.00
01-017000	FIRE EQUIPMENT SERVICE	I-237644	110 5224-432	REPAIR OF BUI:	EXTINGUISHER MNTCE	133529	6.70
						VENDOR 01-017000 TOTALS	6.70
01-033800	MATTOON WATER DEPT	I-201704076814	110 5224-321	UTILITIES	: 1710 WABASH	000000	169.58
01-033800	MATTOON WATER DEPT	I-201704076815	110 5224-321	UTILITIES	: 221 S 17TH	000000	40.93
						VENDOR 01-033800 TOTALS	210.51
01-035600	KONE INC	I-949587552	110 5224-435	ELEVATOR SERV:	ELEV MNTCE 4/17	133548	826.83
						VENDOR 01-035600 TOTALS	826.83
DEPARTMENT 224 POLICE BUILDINGS						TOTAL:	3,204.05
01-001070	AMEREN ILLINOIS	I-201704266917	110 5241-321	UTILITIES	: 2700 MARSHALL	000000	13.63
01-001070	AMEREN ILLINOIS	I-201704266918	110 5241-321	UTILITIES	: 1801 PRAIRIE	000000	101.56
01-001070	AMEREN ILLINOIS	I-201704266919	110 5241-321	UTILITIES	: 2700 MARSHALL	000000	98.71
						VENDOR 01-001070 TOTALS	213.90
01-001398	IL FIRE CHIEFS ASSOCIA	I-17-1977	110 5241-571	DUES & MEMBER:	2017 DUES	133539	325.00
						VENDOR 01-001398 TOTALS	325.00
01-001620	VERIZON WIRELESS	I-9784011835	110 5241-532	TELEPHONE	: MOBILES	133588	272.95
						VENDOR 01-001620 TOTALS	272.95
01-001663	ADVANCED DIGITAL SOLUT	I-51448	110 5241-814	PRINT/COPY MA:	PRINTER USAGE	133497	27.19
						VENDOR 01-001663 TOTALS	27.19

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001984	BOUND TREE MEDICAL, LL	I-82460511	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	133508	671.45
01-001984	BOUND TREE MEDICAL, LL	I-82461989	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	133508	8.00
						VENDOR 01-001984 TOTALS	679.45
01-002170	BUSINESS CARD	I-201704276959	110 5241-326	FUEL	: MOTOMART	133510	25.00
01-002170	BUSINESS CARD	I-201704276959	110 5241-531	POSTAGE	: EZ PARCEL	133510	20.31
01-002170	BUSINESS CARD	I-201704276959	110 5241-562	TRAVEL & TRAI:	CHICK FIL A	133510	13.84
01-002170	BUSINESS CARD	I-201704276959	110 5241-315	UNIFORMS & CL:	CHIEF SUPPLY	133510	36.80
01-002170	BUSINESS CARD	I-201704276959	110 5241-311	OFFICE SUPPLI:	STAPLES	133510	88.97
01-002170	BUSINESS CARD	I-201704276959	110 5241-315	UNIFORMS & CL:	WPSG	133510	141.96
01-002170	BUSINESS CARD	I-201704276959	110 5241-326	FUEL	: MOTOMART	133510	49.24
01-002170	BUSINESS CARD	I-201704276959	110 5241-562	TRAVEL & TRAI:	PAR A DICE	133510	112.00
						VENDOR 01-002170 TOTALS	488.12
01-002908	STERICYCLE, INC.	I-4007016572	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	133577	107.52
						VENDOR 01-002908 TOTALS	107.52
01-003196	EAC SUBMISSIONS	I-2390	110 5241-578	AMBULANCE BIL:	ELECTRONIC CLAIMS SU	133525	242.10
						VENDOR 01-003196 TOTALS	242.10
01-003320	WEX BANK	I-49210627	110 5241-326	FUEL	: FUEL	133589	69.80
						VENDOR 01-003320 TOTALS	69.80
01-003321	CHOICE 1 HEALTH CARE S	I-7100	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	133515	149.70
						VENDOR 01-003321 TOTALS	149.70
01-019020	GLOBAL TECHNICAL SYSTE	I-116000147-1	110 5241-535	RADIOS	: RESCUE 25 REPAIRS	133534	736.70
						VENDOR 01-019020 TOTALS	736.70
01-023800	CONSOLIDATED COMMUNICA	I-201704266902	110 5241-532	TELEPHONE	: 234-2448	000000	45.25
						VENDOR 01-023800 TOTALS	45.25

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-025600	ILMO PRODUCTS COMPANY	I-00858621	110 5241-313	MEDICAL & SAF:	CYLINDER RENTAL	133540	126.60
						VENDOR 01-025600 TOTALS	126.60
01-031000	LORENZ SUPPLY CO.	I-438548	110 5241-312	CLEANING SUPP:	TISSUE,LINERS,MOP	133552	79.16
						VENDOR 01-031000 TOTALS	79.16
01-040451	S & S SERVICE CO	I-63945	110 5241-434	REPAIR OF VEH:	SERVICE UNIT 23	133569	3,072.13
01-040451	S & S SERVICE CO	I-64781	110 5241-434	REPAIR OF VEH:	SERVICE UNIT 21	133569	3,656.57
01-040451	S & S SERVICE CO	I-64829	110 5241-434	REPAIR OF VEH:	SERVICE E25	133569	553.48
						VENDOR 01-040451 TOTALS	7,282.18
01-040463	SARAH BUSH LINCOLN HEA	I-201704276957	110 5241-562	TRAVEL & TRAI:	ACLS RECERT	133570	1,100.00
						VENDOR 01-040463 TOTALS	1,100.00
01-043522	STAPLES CREDIT PLAN	I-201704287005	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133575	97.74
01-043522	STAPLES CREDIT PLAN	I-201704287005	110 5241-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133575	3.62
						VENDOR 01-043522 TOTALS	101.36
						DEPARTMENT 241 FIRE PROTECTION ADMIN. TOTAL:	12,046.98
01-023800	CONSOLIDATED COMMUNICA	I-201704266901	110 5261-532	TELEPHONE	: 234-7367	000000	189.81
						VENDOR 01-023800 TOTALS	189.81
01-043522	STAPLES CREDIT PLAN	I-201704287005	110 5261-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133575	10.86
						VENDOR 01-043522 TOTALS	10.86
						DEPARTMENT 261 COMMUNITY DEVELOPMENT TOTAL:	200.67
01-001620	VERIZON WIRELESS	I-9784011835	110 5310-533	CELLULAR PHON:	MOBILES	133588	37.03
						VENDOR 01-001620 TOTALS	37.03

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 310 PUBLIC WORKS

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002903	MEYER CAPEL	I-239956	110 5310-515	LABOR RELATIO:	LABOR ATTORNEY	133557	496.00
						VENDOR 01-002903 TOTALS	496.00
01-039210	ADVANCED DISPOSAL	I-F50000496039	110 5310-421	DISPOSAL SERV:	TRASH SERVICES	133482	889.25
01-039210	ADVANCED DISPOSAL	I-F50000498513	110 5310-421	DISPOSAL SERV:	TRASH SERVICES	133482	125.84
						VENDOR 01-039210 TOTALS	1,015.09
01-043522	STAPLES CREDIT PLAN	I-201704206892	110 5310-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133447	107.08
01-043522	STAPLES CREDIT PLAN	I-201704287005	110 5310-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133575	50.68
						VENDOR 01-043522 TOTALS	157.76
DEPARTMENT 310 PUBLIC WORKS						TOTAL:	1,705.88
01-000791	EJ EQUIPMENT	I-P05726	110 5320-433	REPAIR OF MAC:	CABLE	133527	139.10
01-000791	EJ EQUIPMENT	I-P05727	110 5320-433	REPAIR OF MAC:	CURTAIN	133527	1,257.36
						VENDOR 01-000791 TOTALS	1,396.46
01-001199	CARTER WATERS	I-30090672	110 5320-316	TOOLS & EQUIP:	DIAMOND BLADES	133512	566.30
01-001199	CARTER WATERS	I-30090699	110 5320-316	TOOLS & EQUIP:	CARTER WATERS	133512	297.60
01-001199	CARTER WATERS	I-30091008	110 5320-316	TOOLS & EQUIP:	CARTER WATERS	133512	93.72
01-001199	CARTER WATERS	I-30091222	110 5320-316	TOOLS & EQUIP:	KNEE PADS	133512	206.00
						VENDOR 01-001199 TOTALS	1,163.62
01-001582	AUTO, TRUCK AND FARM R	I-57579	110 5320-434	REPAIR OF VEH:	REPLACE TURBO MOUNT	133501	374.63
						VENDOR 01-001582 TOTALS	374.63
01-001620	VERIZON WIRELESS	I-9784011835	110 5320-533	CELLULAR PHON:	MOBILES	133588	1.13
						VENDOR 01-001620 TOTALS	1.13
01-002170	BUSINESS CARD	I-201704276959	110 5320-316	TOOLS & EQUIP:	HARBOR FREIGHT	133510	153.88
01-002170	BUSINESS CARD	I-201704276959	110 5320-313	MEDICAL & SAF:	GLOBAL SAFETY CO	133510	126.10
						VENDOR 01-002170 TOTALS	279.98

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002643	KOENIG BODY & EQUIPMEN	I-78595	110 5320-316	TOOLS & EQUIP:	FLOW LIGHT	133547	102.26
					VENDOR 01-002643 TOTALS		102.26
01-002809	TRUELINE COMMUNICATION	I-11629	110 5320-535	RADIOS	: INSTALLATION OF RADI	133582	448.53
					VENDOR 01-002809 TOTALS		448.53
01-002970	BEACHY'S ICE COMPANY	I-53186	110 5320-319	MISCELLANEOUS:	ICE	133505	32.50
					VENDOR 01-002970 TOTALS		32.50
01-003206	BIRKEYS	I-P93919	110 5320-318	VEHICLE PARTS:	TUBE	133506	48.92
01-003206	BIRKEYS	I-P93920	110 5320-319	MISCELLANEOUS:	OIL	133506	54.89
01-003206	BIRKEYS	I-P94148	110 5320-318	VEHICLE PARTS:	ZERK METRIC	133506	6.75
01-003206	BIRKEYS	I-P94334	110 5320-318	VEHICLE PARTS:	SNAP RINGS	133506	5.00
01-003206	BIRKEYS	I-W19377	110 5320-433	REPAIR OF MAC:	LOADER REPAIRS	133506	252.76
					VENDOR 01-003206 TOTALS		368.32
01-003375	CHARLESTON APTS	I-146	110 5320-351	CONCRETE	: 2529 B'DWAY	133514	411.07
					VENDOR 01-003375 TOTALS		411.07
01-003659	MICHAEL TODD & COMPANY	I-H519	110 5320-316	TOOLS & EQUIP:	SHOVELS	133558	114.48
					VENDOR 01-003659 TOTALS		114.48
01-003660	TRUELINE FIRE & SAFETY	I-B5234	110 5320-313	MEDICAL & SAF:	GRAY LINER	133583	15.48
					VENDOR 01-003660 TOTALS		15.48
01-004910	BRIAN BUTLER	I-201704276961	110 5320-562	TRAVEL & TRAI:	MEALS 4-18/19	133511	15.48
					VENDOR 01-004910 TOTALS		15.48
01-011600	DEBUHR'S SEED STORE	I-34917	110 5320-359	OTHER STREET :	GRASS SEED	133521	224.88
					VENDOR 01-011600 TOTALS		224.88

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-014405	INTERSTATE BILLING SER C-3005861800		110 5320-318	VEHICLE PARTS: RETURN		133544	31.92-
01-014405	INTERSTATE BILLING SER C-3005861956		110 5320-318	VEHICLE PARTS: RETURN		133544	44.91-
01-014405	INTERSTATE BILLING SER I-3005763945		110 5320-318	VEHICLE PARTS: PARTS		133544	44.91
01-014405	INTERSTATE BILLING SER I-3005778174		110 5320-434	REPAIR OF VEH: TRUCK REPAIRS		133544	82.33
01-014405	INTERSTATE BILLING SER I-3005854524		110 5320-318	VEHICLE PARTS: INTERSTATE BILLING S		133544	18.77
01-014405	INTERSTATE BILLING SER I-3005866266		110 5320-318	VEHICLE PARTS: INTERSTATE BILLING S		133544	43.83
01-014405	INTERSTATE BILLING SER I-305764923		110 5320-434	REPAIR OF VEH: REPAIRS		133544	80.66
				VENDOR 01-014405 TOTALS			193.67
01-016140	FASTENAL COMPANY	I-ILMAT120445	110 5320-318	VEHICLE PARTS: FASTENAL COMPANY		133528	21.00
01-016140	FASTENAL COMPANY	I-ILMAT120445	110 5320-316	TOOLS & EQUIP: FASTENAL COMPANY		133528	6.89
				VENDOR 01-016140 TOTALS			27.89
01-025600	ILMO PRODUCTS COMPANY	I-00858746	110 5320-440	RENTALS : CYLINDER RENTAL		133540	9.00
01-025600	ILMO PRODUCTS COMPANY	I-00860726	110 5320-316	TOOLS & EQUIP: WELDING SUPPLIES		133540	32.63
				VENDOR 01-025600 TOTALS			41.63
01-031000	LORENZ SUPPLY CO.	I-439475	110 5320-319	MISCELLANEOUS: SOAP		133552	63.12
				VENDOR 01-031000 TOTALS			63.12
01-033800	MATTOON WATER DEPT	I-201704076808	110 5320-321	UTILITIES : 221 N 12TH		000000	51.64
01-033800	MATTOON WATER DEPT	I-201704106848	110 5320-321	UTILITIES : 420 N LOGAN		000000	32.16
				VENDOR 01-033800 TOTALS			83.80
01-035154	MID-ILLINOIS CONCRETE	I-178345	110 5320-319	MISCELLANEOUS: RETAINING WALL BLOCK		133559	400.00
01-035154	MID-ILLINOIS CONCRETE	I-178346	110 5320-351	CONCRETE : N 6TH STREET		133559	263.00
				VENDOR 01-035154 TOTALS			663.00
01-036010	MIKE MORRIS TOOL SALES	I-04201722501	110 5320-316	TOOLS & EQUIP: TOOL		133561	36.00
				VENDOR 01-036010 TOTALS			36.00
01-038375	DAN PILSON AUTO CENTER	I-515584	110 5320-318	VEHICLE PARTS: ADDITIVE		133519	11.22
				VENDOR 01-038375 TOTALS			11.22

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043522	STAPLES CREDIT PLAN	I-201704206884	110 5320-319	MISCELLANEOUS:	BATTERIES,TOWELS	133445	68.95
						VENDOR 01-043522 TOTALS	68.95
DEPARTMENT 320 STREETS						TOTAL:	6,138.10
01-001070	AMEREN ILLINOIS	I-201704266923	110 5381-321	UTILITIES	: 208 N 19TH	000000	628.20
01-001070	AMEREN ILLINOIS	I-201704266924	110 5381-321	UTILITIES	: 1701 WABASH	000000	183.93
01-001070	AMEREN ILLINOIS	I-201704266925	110 5381-321	UTILITIES	: 19TH ST	000000	47.29
01-001070	AMEREN ILLINOIS	I-201704266926	110 5381-321	UTILITIES	: 208 N 19TH	000000	31.30
						VENDOR 01-001070 TOTALS	890.72
01-003478	GINGERICH TREE FARM	I-376	110 5381-315	LANDSCAPING S:	TREES	133533	315.00
						VENDOR 01-003478 TOTALS	315.00
01-003607	TERRY DENTON JR	I-201704276952	110 5381-460	OTHER PROP MA:	APRIL CLEANING	133522	400.00
						VENDOR 01-003607 TOTALS	400.00
01-011600	DEBUHR'S SEED STORE	I-34917	110 5381-315	LANDSCAPING S:	GRASS SEED	133521	15.99-
01-011600	DEBUHR'S SEED STORE	I-34967	110 5381-315	LANDSCAPING S:	WEED KILLER	133521	7.99
						VENDOR 01-011600 TOTALS	8.00-
01-012025	DETECTION SECURITY CO	I-152016	110 5381-460	OTHER PROP MA:	SECURITY	133523	732.00
						VENDOR 01-012025 TOTALS	732.00
01-023800	CONSOLIDATED COMMUNICA	I-201704266903	110 5381-321	UTILITIES	: 235-5622	000000	131.77
01-023800	CONSOLIDATED COMMUNICA	I-201704266904	110 5381-321	UTILITIES	: 234-7376	000000	44.33
						VENDOR 01-023800 TOTALS	176.10
01-033800	MATTOON WATER DEPT	I-201704076825	110 5381-321	UTILITIES	: 1701 WABASH	000000	40.82
01-033800	MATTOON WATER DEPT	I-201704076833	110 5381-321	UTILITIES	: 1701 B'DWAY	000000	7.57
						VENDOR 01-033800 TOTALS	48.39

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 381 CUSTODIAL SERVICES

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-035600	KONE INC	I-949578164	110 5381-435	ELEVATOR SERV:	ELEV MNTCE 4/17	133548	243.30
01-035600	KONE INC	I-949578165	110 5381-435	ELEVATOR SERV:	ELEV MNTCE 4/17	133548	148.70
						VENDOR 01-035600 TOTALS	392.00
01-038300	PERRY'S LOCKSMITH	I-14-67983	110 5381-432	REPAIR OF BUI:	DOOR REPAIR	133565	162.50
						VENDOR 01-038300 TOTALS	162.50
						DEPARTMENT 381 CUSTODIAL SERVICES TOTAL:	3,108.71
01-001070	AMEREN ILLINOIS	I-201704276964	110 5511-321	UTILITIES	: 1200 CHAMPAIGN	000000	40.82
						VENDOR 01-001070 TOTALS	40.82
01-001582	AUTO, TRUCK AND FARM R	I-57468	110 5511-434	REPAIR OF VEH:	TRUCK REPAIRS	133501	47.50
01-001582	AUTO, TRUCK AND FARM R	I-57489	110 5511-434	REPAIR OF VEH:	2000 SIERRA TIRES	133501	614.68
						VENDOR 01-001582 TOTALS	662.18
01-001620	VERIZON WIRELESS	I-9784011835	110 5511-533	CELLULAR PHON:	MOBILES	133588	100.63
						VENDOR 01-001620 TOTALS	100.63
01-002170	BUSINESS CARD	I-201704276959	110 5511-316	TOOLS & EQUIP:	AMAZON	133510	34.78
						VENDOR 01-002170 TOTALS	34.78
01-002958	BATTERY SPECIALISTS, I	I-147302	110 5511-319	MISCELLANEOUS:	BATTERY	133504	64.95
						VENDOR 01-002958 TOTALS	64.95
01-003206	BIRKEYS	I-W19523	110 5511-433	REPAIR OF MAC:	MOWER REPAIRS	133506	539.19
01-003206	BIRKEYS	I-W19547	110 5511-433	REPAIR OF MAC:	MOWER REPAIRS	133506	79.39
						VENDOR 01-003206 TOTALS	618.58

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 511 PARKS

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020803	HARRELSON PLUMBING & H	I-24366	110 5511-432	REPAIR OF BUI:	REPLACE MAIN VALVE	133535	533.74
01-020803	HARRELSON PLUMBING & H	I-24382	110 5511-440	RENTALS	: POTTY RENTAL	133535	80.00
	PROJ: LAW-000	LAWSON PARK		EXPENSES			
01-020803	HARRELSON PLUMBING & H	I-24385	110 5511-440	RENTALS	: POTTY RENTAL	133535	80.00
	PROJ: PET-000	PETERSON PARK		EXPENSES			
						VENDOR 01-020803 TOTALS	693.74
01-033800	MATTOON WATER DEPT	I-201704076826	110 5511-321	UTILITIES	: 500 B'DWAY	000000	17.02
	PROJ: PET-000	PETERSON PARK		EXPENSES			
01-033800	MATTOON WATER DEPT	I-201704076827	110 5511-321	UTILITIES	: 500 B'DWAY	000000	17.02
	PROJ: PET-000	PETERSON PARK		EXPENSES			
01-033800	MATTOON WATER DEPT	I-201704076828	110 5511-321	UTILITIES	: 500 B'DWAY	000000	9.65
	PROJ: PET-000	PETERSON PARK		EXPENSES			
01-033800	MATTOON WATER DEPT	I-201704076832	110 5511-321	UTILITIES	: 418 RICHMOND	000000	56.50
						VENDOR 01-033800 TOTALS	100.19
DEPARTMENT 511 PARKS						TOTAL:	2,315.87
01-000481	PANA WHOLESALE BAIT CO	I-2636496	110 5512-317	CONCESSION &	: CONCESSIONS	133564	748.30
01-000481	PANA WHOLESALE BAIT CO	I-2636586	110 5512-317	CONCESSION &	: CONCESSIONS	133564	304.45
01-000481	PANA WHOLESALE BAIT CO	I-2636766	110 5512-317	CONCESSION &	: CONCESSIONS	133564	404.80
						VENDOR 01-000481 TOTALS	1,457.55
01-001582	AUTO, TRUCK AND FARM R	I-57471	110 5512-434	REPAIR OF VEH:	TRUCK REPAIRS	133501	470.53
						VENDOR 01-001582 TOTALS	470.53
01-001620	VERIZON WIRELESS	I-9784011835	110 5512-533	CELLULAR PHON:	MOBILES	133588	72.62
						VENDOR 01-001620 TOTALS	72.62
01-002958	BATTERY SPECIALISTS, I	I-147121	110 5512-317	CONCESSION &	: CONCESSIONS	133504	174.90
01-002958	BATTERY SPECIALISTS, I	I-147394	110 5512-317	CONCESSION &	: CONCESSIONS	133504	139.90
						VENDOR 01-002958 TOTALS	314.80

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 512 LAKE MATTOON

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003023	MIKE KIRKLEY	I-434176	110 5512-450	CONSTRUCTION :	DOCK EXTENSION	133546	1,750.00
	PROJ: WST-000	WEST CAMPGROUND		EXPENSES			
					VENDOR 01-003023 TOTALS		1,750.00
01-003200	FRED BIGGS ELECTRIC SU	I-117314	110 5512-319	MISCELLANEOUS:	ELECTRICAL ITEMS	133530	1,264.41
	PROJ: EST-000	EAST CAMPGROUND		EXPENSES			
					VENDOR 01-003200 TOTALS		1,264.41
01-017780	FRITO-LAY INC	I-84234235	110 5512-317	CONCESSION & :	CONCESSIONS	133531	108.66
					VENDOR 01-017780 TOTALS		108.66
01-020534	FRONTIER	I-201704206886	110 5512-532	TELEPHONE :	895-2922	133442	58.93
					VENDOR 01-020534 TOTALS		58.93
01-020803	HARRELSON PLUMBING & H	I-24339	110 5512-450	CONSTRUCTION :	PUMP SEPTIC	133535	170.00
	PROJ: EST-000	EAST CAMPGROUND		EXPENSES			
01-020803	HARRELSON PLUMBING & H	I-24377	110 5512-450	CONSTRUCTION :	PUMP TANK	133535	170.00
	PROJ: EST-000	EAST CAMPGROUND		EXPENSES			
01-020803	HARRELSON PLUMBING & H	I-24383	110 5512-440	RENTALS :	POTTY RENTAL	133535	80.00
					VENDOR 01-020803 TOTALS		420.00
01-024060	IL DEPT OF NATURAL RES	I-201704276972	110 5512-802	HUNTING/FISHI:	LAKE 4-18/24	000000	609.75
01-024060	IL DEPT OF NATURAL RES	I-201704276974	110 5512-802	HUNTING/FISHI:	LAKE 4-11/17	000000	1,363.75
					VENDOR 01-024060 TOTALS		1,973.50
01-031000	LORENZ SUPPLY CO.	I-438627	110 5512-312	CLEANING SUPP:	TISSUE,LINER,SOAP	133552	169.91
	PROJ: EST-000	EAST CAMPGROUND		EXPENSES			
01-031000	LORENZ SUPPLY CO.	I-438627	110 5512-312	CLEANING SUPP:	TISSUE,LINER,SOAP	133552	169.91
	PROJ: WST-000	WEST CAMPGROUND		EXPENSES			
					VENDOR 01-031000 TOTALS		339.82
01-034250	MCFARLAND STEEL SUPPLY	I-201704266900	110 5512-319	MISCELLANEOUS:	REBAR	133554	15.75
					VENDOR 01-034250 TOTALS		15.75

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 512 LAKE MATTOON

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-037050	NIEMEYER REPAIR SERVIC	I-81520	110 5512-740	MACHINERY & E:	REPAIR UTILITY VEHIC	133563	684.38
VENDOR 01-037050 TOTALS							684.38
01-043522	STAPLES CREDIT PLAN	I-201704287005	110 5512-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133575	14.48
01-043522	STAPLES CREDIT PLAN	I-201704287005	110 5512-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133575	18.98
VENDOR 01-043522 TOTALS							33.46
DEPARTMENT 512 LAKE MATTOON						TOTAL:	8,964.41
01-001070	AMEREN ILLINOIS	I-201704266906	110 5551-321	UTILITIES	: 1 S 22ND	000000	43.28
	PROJ: KZF-000	KINZEL BALL FLD	EXPENSES				
01-001070	AMEREN ILLINOIS	I-201704266920	110 5551-321	UTILITIES	: 221 SHELBY	000000	45.42
	PROJ: TBL-000	T-BALL COMPLEX	EXPENSES				
01-001070	AMEREN ILLINOIS	I-201704266921	110 5551-321	UTILITIES	: 311 N 6TH ST	000000	115.51
	PROJ: GRL-000	GIRLS SOFTBALL COMPLEX	EXPENSES				
01-001070	AMEREN ILLINOIS	I-201704266922	110 5551-321	UTILITIES	: 311 N 6TH ST	000000	45.53
	PROJ: GRL-000	GIRLS SOFTBALL COMPLEX	EXPENSES				
01-001070	AMEREN ILLINOIS	I-201704276965	110 5551-321	UTILITIES	: 421 SHELBY	000000	117.22
	PROJ: JFB-000	JUNIOR FOOTBALL	EXPENSES				
01-001070	AMEREN ILLINOIS	I-201704276966	110 5551-321	UTILITIES	: 312 N 10TH	000000	108.75
	PROJ: BOY-000	BOYS JR BASEBALL COMPLEX	EXPENSES				
01-001070	AMEREN ILLINOIS	I-201704276967	110 5551-321	UTILITIES	: 312 N 10TH	000000	45.73
	PROJ: BOY-000	BOYS JR BASEBALL COMPLEX	EXPENSES				
VENDOR 01-001070 TOTALS							521.44
01-020803	HARRELSON PLUMBING & H	I-24384	110 5551-440	RENTALS	: POTTY RENTAL	133535	80.00
	PROJ: SKT-000	SKATE PARK	EXPENSES				
01-020803	HARRELSON PLUMBING & H	I-24386	110 5551-440	RENTALS	: POTTY RENTAL	133535	60.00
VENDOR 01-020803 TOTALS							140.00
01-033800	MATTOON WATER DEPT	I-201704076799	110 5551-321	UTILITIES	: BASEBALL DIAMOND	000000	32.16
	PROJ: LPG-000	LAWSON PARK GRAHAM FLD	EXPENSES				
01-033800	MATTOON WATER DEPT	I-201704076829	110 5551-321	UTILITIES	: 307 RICHMOND	000000	17.02
	PROJ: PPG-000	PETERSON PARK GRIMES FLD	EXPENSES				
01-033800	MATTOON WATER DEPT	I-201704076830	110 5551-321	UTILITIES	: 305 RICHMOND	000000	15.15
	PROJ: PPG-000	PETERSON PARK GRIMES FLD	EXPENSES				
01-033800	MATTOON WATER DEPT	I-201704076831	110 5551-321	UTILITIES	: 301 RICHMOND	000000	15.27
	PROJ: PPG-000	PETERSON PARK GRIMES FLD	EXPENSES				

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 551 SPORTS FACILITIES

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033800	MATTOON WATER DEPT	I-201704076834	110 5551-321	UTILITIES	: 801 SHELBY	000000	32.16
	PROJ: BOY-000	BOYS JR BASEBALL COMPLEX		EXPENSES			
01-033800	MATTOON WATER DEPT	I-201704106845	110 5551-321	UTILITIES	: 713 SHELBY	000000	32.16
	PROJ: GRL-000	GIRLS SOFTBALL COMPLEX		EXPENSES			
01-033800	MATTOON WATER DEPT	I-201704106846	110 5551-321	UTILITIES	: 421 SHELBY	000000	15.15
	PROJ: JFB-000	JUNIOR FOOTBALL		EXPENSES			
01-033800	MATTOON WATER DEPT	I-201704106847	110 5551-321	UTILITIES	: 421 SHELBY	000000	32.16
	PROJ: JFB-000	JUNIOR FOOTBALL		EXPENSES			
						VENDOR 01-033800 TOTALS	191.23
						DEPARTMENT 551 SPORTS FACILITIES TOTAL:	852.67
01-001070	AMEREN ILLINOIS	I-201704206883	110 5570-321	UTILITIES	: 917 N 22ND	000000	28.49
						VENDOR 01-001070 TOTALS	28.49
01-001620	VERIZON WIRELESS	I-9784011835	110 5570-533	CELLULAR PHON:	MOBILES	133588	62.62
						VENDOR 01-001620 TOTALS	62.62
01-016000	JOHN DEERE FINANCIAL	I-201704206893	110 5570-311	SUPPLIES	: WD-40,GLOVES	133444	22.96
						VENDOR 01-016000 TOTALS	22.96
						DEPARTMENT 570 DODGE GROVE CEMETERY TOTAL:	114.07
						VENDOR SET 110 GENERAL FUND TOTAL:	110,265.76

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201704276968	122 5653-321	NATURAL GAS &	3901 MARSHALL WELCOM	000000	43.41
01-001070	AMEREN ILLINOIS	I-201704276969	122 5653-321	NATURAL GAS &	4219 DEWITT WELCOME	000000	44.52
						VENDOR 01-001070 TOTALS	87.93
01-002170	BUSINESS CARD	I-201704276959	122 5653-561	BUSINESS MEET:	JIMMY JOHNS	133510	62.51
01-002170	BUSINESS CARD	I-201704276959	122 5653-561	BUSINESS MEET:	JIMMY JOHNS	133510	97.01
01-002170	BUSINESS CARD	I-201704276959	122 5653-311	OFFICE SUPPLI:	RURAL KING	133510	224.35
01-002170	BUSINESS CARD	I-201704276959	122 5653-311	OFFICE SUPPLI:	AMAZON	133510	27.07
						VENDOR 01-002170 TOTALS	410.94
01-003406	JULIA DEGLER-WHITMORE	I-201704206889	122 5653-311	OFFICE SUPPLI:	REIMBURSE SUPPLIES	133441	140.49
						VENDOR 01-003406 TOTALS	140.49
01-021348	LEE ENTERPRISES-CENTRA	I-201704276944	122 5653-540	ADVERTISING :	ADVERTISING	133550	2,130.41
						VENDOR 01-021348 TOTALS	2,130.41
01-043522	STAPLES CREDIT PLAN	I-201704287005	122 5653-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133575	7.24
						VENDOR 01-043522 TOTALS	7.24

DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL: 2,777.01

VENDOR SET 122 HOTEL TAX FUND TOTAL: 2,777.01

VENDOR SET: 01 CITY OF MATTOON
FUND : 123 FESTIVAL MGMT FUND
DEPARTMENT: 584 BAGELFEST
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 4/19/2017 THRU 5/02/2017
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001235	ANGELIA D BURGETT	I-201704286976	123 5584-834	ENTERTAINMENT:	BAGELFEST START UP C	133483	200.00
VENDOR 01-001235 TOTALS							200.00
01-002170	BUSINESS CARD	I-201704276959	123 5584-561	BUSINESS MEET:	STARBUCKS	133510	10.81
01-002170	BUSINESS CARD	I-201704276959	123 5584-561	BUSINESS MEET:	PRAIRIE CAPITAL CONV	133510	14.00
01-002170	BUSINESS CARD	I-201704276959	123 5584-561	BUSINESS MEET:	CRACKER BARREL	133510	33.50
01-002170	BUSINESS CARD	I-201704276959	123 5584-561	BUSINESS MEET:	STARVED ROCK LODGE	133510	99.58
01-002170	BUSINESS CARD	I-201704276959	123 5584-561	BUSINESS MEET:	DOUBLE TREE	133510	293.94
01-002170	BUSINESS CARD	I-201704276959	123 5584-561	BUSINESS MEET:	LIVING SOCIAL	133510	16.99
VENDOR 01-002170 TOTALS							468.82
DEPARTMENT 584 BAGELFEST						TOTAL:	668.82
VENDOR SET 123 FESTIVAL MGMT FUND						TOTAL:	668.82

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 125 INSURANCE & TORT JDGMNT

DEPARTMENT: 150 FINANCIAL ADMINISTRATION

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000776	STATE FARM	I-201704286999	125 5150-519	OTHER PROFESS:	PUBLIC OFC BOND-GOVE	133576	100.00
01-000776	STATE FARM	I-201704287000	125 5150-519	OTHER PROFESS:	PUBLIC OFC BOND-COX	133576	100.00
01-000776	STATE FARM	I-201704287001	125 5150-519	OTHER PROFESS:	PUBLIC OFC BOND-HALL	133576	100.00
01-000776	STATE FARM	I-201704287002	125 5150-519	OTHER PROFESS:	PUBLIC OFC BOND-GILL	133576	528.00
01-000776	STATE FARM	I-201704287003	125 5150-519	OTHER PROFESS:	PUBLIC OFC BOND-O'BR	133576	528.00
01-000776	STATE FARM	I-201704287004	125 5150-519	OTHER PROFESS:	PUBLIC OFC BOND-WRIG	133576	1,240.00
VENDOR 01-000776 TOTALS							2,596.00
01-040463	SARAH BUSH LINCOLN HEA	I-201704266937	125 5150-519	OTHER PROFESS:	2017 EAP ANNUAL FEE	133570	3,432.00
01-040463	SARAH BUSH LINCOLN HEA	I-201704266938	125 5150-519	OTHER PROFESS:	DRUG SCREENS	133570	788.00
VENDOR 01-040463 TOTALS							4,220.00
DEPARTMENT 150 FINANCIAL ADMINISTRATION TOTAL:							6,816.00
VENDOR SET 125 INSURANCE & TORT JDGMNT TOTAL:							6,816.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 128 MIDTOWN TIF FUND

DEPARTMENT: 604 MIDTOWN TIF DISTRICT

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002170	BUSINESS CARD	I-201704276959	128 5604-900	PARKS	: TREES	133510	110.94
	PROJ: 246-000	LumpkinFamPark		EXPENSES			
						VENDOR 01-002170 TOTALS	110.94
01-003478	GINGERICH TREE FARM	I-376	128 5604-900	PARKS	: TREES	133533	3,622.50
	PROJ: 246-000	LumpkinFamPark		EXPENSES			
						VENDOR 01-003478 TOTALS	3,622.50
						DEPARTMENT 604 MIDTOWN TIF DISTRICT TOTAL:	3,733.44
						VENDOR SET 128 MIDTOWN TIF FUND TOTAL:	3,733.44

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-035271	MIDWEST CONSTRUCTION M	I-064023	130 5321-720	PUBLIC WORKS	: FABRICATED REBAR	133560	175.00
	PROJ: 219-000	PW BUILDING		JOB EXPENSES			
						VENDOR 01-035271 TOTALS	175.00
						DEPARTMENT 321 STREETS	TOTAL: 175.00
01-003661	DAVE'S DECORATING CENT	I-48778	130 5382-721	BUILDINGS & G:	BURGESS WINDOW TREAT	133520	3,571.20
	PROJ: 250-000	BURGESS OSB REHAB		EXPENSES			
						VENDOR 01-003661 TOTALS	3,571.20
01-003664	JASON B GARNER	I-042838	130 5382-721	BUILDINGS & G:	BURGESS WINDOW TRMT	133532	1,350.00
	PROJ: 250-000	BURGESS OSB REHAB		EXPENSES			
						VENDOR 01-003664 TOTALS	1,350.00
						DEPARTMENT 382 CITY HALL	TOTAL: 4,921.20
01-002257	THE BANK OF NEW YORK M	I-201704276953	130 5795-817	INTEREST EXPE:	MATTOON GO ARS SER 0	133579	87,610.01
						VENDOR 01-002257 TOTALS	87,610.01
						DEPARTMENT 795 INTEREST EXPENSE	TOTAL: 87,610.01
						VENDOR SET 130 CAPITAL PROJECT FUND	TOTAL: 92,706.21

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 154 BROADWAY EAST BUS DIST

DEPARTMENT: 795 INTEREST EXPENSE

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002257	THE BANK OF NEW YORK M I-201704276954		154 5795-817	INTEREST EXPE:	MATTOON TAX GO ARS S	133579	80,943.75
						VENDOR 01-002257 TOTALS	80,943.75
						DEPARTMENT 795 INTEREST EXPENSE	TOTAL: 80,943.75
						VENDOR SET 154 BROADWAY EAST BUS DIST	TOTAL: 80,943.75

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008600	COLES MOULTRIE ELECTRI	I-201704286982	211 5351-321	NATURAL GAS &	RESERVOIR CONTROL AC	000000	12.75
VENDOR 01-008600 TOTALS							12.75
DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL:							12.75
01-001620	VERIZON WIRELESS	I-9784011835	211 5353-533	CELLULAR PHON:	MOBILES	133588	38.01
VENDOR 01-001620 TOTALS							38.01
01-002170	BUSINESS CARD	I-201704276959	211 5353-378	PLANT MTCE & :	PLC HARDWARE	133510	54.03
01-002170	BUSINESS CARD	I-201704276959	211 5353-378	PLANT MTCE & :	PAYPAL EZKINCOMPAN	133510	27.62
01-002170	BUSINESS CARD	I-201704276959	211 5353-378	PLANT MTCE & :	AMAZON	133510	113.98
01-002170	BUSINESS CARD	I-201704276959	211 5353-378	PLANT MTCE & :	AMAZON	133510	83.55
01-002170	BUSINESS CARD	I-201704276959	211 5353-377	PLANT EQUIPME:	AMAZON	133510	254.23
VENDOR 01-002170 TOTALS							533.41
01-003097	CINTAS CORPORATION #37	I-4000466766	211 5353-439	OTHER REPAIR :	MOPS,MATS,TOWELS	133516	22.21
VENDOR 01-003097 TOTALS							22.21
01-003369	USALCO	I-1228372	211 5353-314	CHEMICALS :	LIQUID ALUMINUM SULF	133586	4,145.00
VENDOR 01-003369 TOTALS							4,145.00
01-008600	COLES MOULTRIE ELECTRI	I-201704286984	211 5353-321	NATURAL GAS &	WATER PURIFICATION P	000000	6,388.00
VENDOR 01-008600 TOTALS							6,388.00
01-016000	JOHN DEERE FINANCIAL	I-201704206885	211 5353-378	PLANT MTCE & :	THUMB TACKS,PAINT,BOL	133443	13.74
01-016000	JOHN DEERE FINANCIAL	I-201704206885	211 5353-318	VEHICLE PARTS:	WIPER BLADES	133443	11.98
01-016000	JOHN DEERE FINANCIAL	I-201704206885	211 5353-378	PLANT MTCE & :	PROPANE	133443	29.98
01-016000	JOHN DEERE FINANCIAL	I-201704206885	211 5353-311	OFFICE SUPPLI:	COFFEE,AJAX	133443	14.97
01-016000	JOHN DEERE FINANCIAL	I-201704206885	211 5353-378	PLANT MTCE & :	BRACKETS,HOOK SET,SA	133443	36.89
01-016000	JOHN DEERE FINANCIAL	I-201704206885	211 5353-378	PLANT MTCE & :	PAIL,STRAINERS,BONDO	133443	114.02
01-016000	JOHN DEERE FINANCIAL	I-201704206885	211 5353-378	PLANT MTCE & :	PAINT,RUST CONVERTER	133443	46.95
01-016000	JOHN DEERE FINANCIAL	I-201704206885	211 5353-378	PLANT MTCE & :	GRASS SEED,MULCH	133443	32.05
VENDOR 01-016000 TOTALS							300.58

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-035600	KONE INC	I-949587408	211 5353-435	ELEVATOR SERV:	ELEV MNTCE 4/17	133548	300.65
						VENDOR 01-035600 TOTALS	300.65
						DEPARTMENT 353 WATER TREATMENT PLANT TOTAL:	11,727.86
01-001199	CARTER WATERS	I-30090672	211 5354-316	TOOLS & EQUIP:	DIAMOND BLADES	133512	566.30
						VENDOR 01-001199 TOTALS	566.30
01-001582	AUTO, TRUCK AND FARM R	I-57579	211 5354-434	REPAIR OF VEH:	REPLACE TURBO MOUNT	133501	374.64
						VENDOR 01-001582 TOTALS	374.64
01-002170	BUSINESS CARD	I-201704276959	211 5354-313	MEDICAL & SAF:	GLOBAL SAFETY CO	133510	126.10
						VENDOR 01-002170 TOTALS	126.10
01-002809	TRUELINE COMMUNICATION	I-11629	211 5354-535	RADIOS	: INSTALLATION OF RADI	133582	448.54
						VENDOR 01-002809 TOTALS	448.54
01-003206	BIRKEYS	I-P93919	211 5354-318	VEHICLE PARTS:	TUBE	133506	48.92
01-003206	BIRKEYS	I-P93920	211 5354-319	MISCELLANEOUS:	OIL	133506	54.89
01-003206	BIRKEYS	I-W19377	211 5354-433	REPAIR OF MAC:	LOADER REPAIRS	133506	252.77
						VENDOR 01-003206 TOTALS	356.58
01-008600	COLES MOULTRIE ELECTRI	I-201704286983	211 5354-321	NATURAL GAS &:	SBLHC PUMP STA	000000	607.47
						VENDOR 01-008600 TOTALS	607.47
01-014405	INTERSTATE BILLING SER	I-3005778174	211 5354-434	REPAIR OF VEH:	TRUCK REPAIRS	133544	82.33
01-014405	INTERSTATE BILLING SER	I-3005866266	211 5354-318	VEHICLE PARTS:	INTERSTATE BILLING S	133544	43.83
01-014405	INTERSTATE BILLING SER	I-305764923	211 5354-434	REPAIR OF VEH:	REPAIRS	133544	80.66
						VENDOR 01-014405 TOTALS	206.82

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 354 WATER DISTRIBUTION

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-025682	IMCO UTILITY SUPPLY	I-1082402-00	211 5354-374	SERVICE LINE	: SAFETY FLANGE KIT	133541	1,539.75
01-025682	IMCO UTILITY SUPPLY	I-1083643-00	211 5354-316	TOOLS & EQUIP:	CUTTER	133541	939.82
01-025682	IMCO UTILITY SUPPLY	I-1083643-01	211 5354-316	TOOLS & EQUIP:	CHAIN	133541	488.90
01-025682	IMCO UTILITY SUPPLY	I-1083804-00	211 5354-316	TOOLS & EQUIP:	TAP SLEEVE	133541	419.00
						VENDOR 01-025682 TOTALS	3,387.47
01-035154	MID-ILLINOIS CONCRETE	I-178142	211 5354-376	BACKFILL & SU:	3109 MOULTRIE	133559	101.25
						VENDOR 01-035154 TOTALS	101.25
						DEPARTMENT 354 WATER DISTRIBUTION TOTAL:	6,175.17
01-001620	VERIZON WIRELESS	I-9784011835	211 5355-532	TELEPHONE	: MOBILES	133588	37.02
						VENDOR 01-001620 TOTALS	37.02
01-003490	INFOSEND, INC.	I-119129	211 5355-531	POSTAGE	: WATER BILL PROCESSIN	133543	1,212.15
01-003490	INFOSEND, INC.	I-119129	211 5355-519	OTHER PROFESS:	WATER BILL PROCESSIN	133543	388.21
						VENDOR 01-003490 TOTALS	1,600.36
01-043522	STAPLES CREDIT PLAN	I-201704206887	211 5355-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133446	389.69
						VENDOR 01-043522 TOTALS	389.69
						DEPARTMENT 355 ACCOUNTING & COLLECTION TOTAL:	2,027.07
01-001620	VERIZON WIRELESS	I-9784011835	211 5356-533	CELLULAR PHON:	MOBILES	133588	37.03
						VENDOR 01-001620 TOTALS	37.03
01-002170	BUSINESS CARD	I-201704276959	211 5356-319	MISCELLANEOUS:	AWWA	133510	70.00
						VENDOR 01-002170 TOTALS	70.00
01-043522	STAPLES CREDIT PLAN	I-201704206892	211 5356-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133447	107.08
						VENDOR 01-043522 TOTALS	107.08
						DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:	214.11
						VENDOR SET 211 WATER FUND TOTAL:	20,156.96

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001199	CARTER WATERS	I-30090672	212 5342-316	TOOLS & EQUIP:	DIAMOND BLADES	133512	566.30
					VENDOR 01-001199 TOTALS		566.30
01-001582	AUTO, TRUCK AND FARM R	I-57579	212 5342-434	REPAIR OF VEH:	REPLACE TURBO MOUNT	133501	374.64
					VENDOR 01-001582 TOTALS		374.64
01-002170	BUSINESS CARD	I-201704276959	212 5342-313	MEDICAL & SAF:	GLOBAL SAFETY CO	133510	126.10
					VENDOR 01-002170 TOTALS		126.10
01-002809	TRUELINE COMMUNICATION	I-11629	212 5342-535	RADIOS	: INSTALLATION OF RADI	133582	448.54
					VENDOR 01-002809 TOTALS		448.54
01-003206	BIRKEYS	I-P93919	212 5342-318	VEHICLE PARTS:	TUBE	133506	48.91
01-003206	BIRKEYS	I-P93920	212 5342-319	MISCELLANEOUS:	OIL	133506	54.90
01-003206	BIRKEYS	I-W19377	212 5342-433	REPAIR OF MAC:	LOADER REPAIRS	133506	252.77
					VENDOR 01-003206 TOTALS		356.58
01-003453	TRAFFIC CONTROL COMPAN	I-0012876-IN	212 5342-730	IMPROVEMENTS :	TRAFFIC CONTROL @ 19	133486	16,325.40
	PROJ: 263-000	19TH ST MANHOLE		EXPENSES			
					VENDOR 01-003453 TOTALS		16,325.40
01-006016	CENTRAL IL TRANSMISSIO	I-8462	212 5342-433	REPAIR OF MAC:	TRUCK REPAIRS	133513	1,879.42
					VENDOR 01-006016 TOTALS		1,879.42
01-007820	COE EQUIPMENT INC	I-65077	212 5342-318	VEHICLE PARTS:	ELECTRONIC THROTTLE	133517	236.73
					VENDOR 01-007820 TOTALS		236.73
01-014405	INTERSTATE BILLING SER	I-3005778174	212 5342-434	REPAIR OF VEH:	TRUCK REPAIRS	133544	82.34
01-014405	INTERSTATE BILLING SER	I-3005866266	212 5342-318	VEHICLE PARTS:	INTERSTATE BILLING S	133544	43.84
01-014405	INTERSTATE BILLING SER	I-305764923	212 5342-434	REPAIR OF VEH:	REPAIRS	133544	80.67
					VENDOR 01-014405 TOTALS		206.85

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
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01-020975	HEART TECHNOLOGIES INC	I-10215	212 5342-730	IMPROVEMENTS : RILEY CREEK CONNECTI	133536	1,105.00
	PROJ: 203-000	CSO-LT OVERFLOW CMB		JOB EXPENSES		

VENDOR 01-020975 TOTALS						1,105.00
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01-035154	MID-ILLINOIS CONCRETE	I-178141	212 5342-363	BACKFILL & SU: 14TH & EDGAR	133559	866.50
01-035154	MID-ILLINOIS CONCRETE	I-178223	212 5342-363	BACKFILL & SU: CURB & GUTTER	133559	168.50
01-035154	MID-ILLINOIS CONCRETE	I-178225	212 5342-363	BACKFILL & SU: 14TH & EDGAR	133559	168.50

VENDOR 01-035154 TOTALS						1,203.50
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01-043522	STAPLES CREDIT PLAN	I-201704206884	212 5342-313	MEDICAL & SAF: HAND SANITIZER	133445	21.53
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VENDOR 01-043522 TOTALS						21.53
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DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL:						22,850.59
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01-001070	AMEREN ILLINOIS	I-201704266927	212 5343-321	NATURAL GAS &: N 45 LIFT STA	133500	71.68
01-001070	AMEREN ILLINOIS	I-201704266927	212 5343-321	NATURAL GAS &: RILEY CREEK SEWAGE	133500	922.20
01-001070	AMEREN ILLINOIS	I-201704266927	212 5343-321	NATURAL GAS &: LOGAN/SHELBY SEWAGE	133500	47.63
01-001070	AMEREN ILLINOIS	I-201704266927	212 5343-321	NATURAL GAS &: WILLOWSHIRE SEWAGE	133500	54.89
01-001070	AMEREN ILLINOIS	I-201704266927	212 5343-321	NATURAL GAS &: 28TH LIFT STA	133500	62.16
01-001070	AMEREN ILLINOIS	I-201704266927	212 5343-321	NATURAL GAS &: FAIRFIELD LIFT STA	133500	50.20
01-001070	AMEREN ILLINOIS	I-201704266927	212 5343-321	NATURAL GAS &: N 19TH LIFT STA	133500	47.22

VENDOR 01-001070 TOTALS						1,255.98
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01-001620	VERIZON WIRELESS	I-9784011835	212 5343-533	CELLULAR PHON: MOBILES	133588	1.19
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VENDOR 01-001620 TOTALS						1.19
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DEPARTMENT 343 SEWER LIFT STATIONS TOTAL:						1,257.17
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01-000550	NAPA AUTO PARTS INC	I-201704266930	212 5344-366	PLANT MTCE & : ALTERNATOR BELT	133562	31.98
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VENDOR 01-000550 TOTALS						31.98
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01-001070	AMEREN ILLINOIS	I-201704266907	212 5344-321	NATURAL GAS &: 820 S 5TH PLACE	000000	89.56
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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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201704266908	212 5344-321	NATURAL GAS &	820 S 5TH PLACE	000000	134.97
01-001070	AMEREN ILLINOIS	I-201704266909	212 5344-321	NATURAL GAS &	S 9TH ST	000000	43.28
01-001070	AMEREN ILLINOIS	I-201704266911	212 5344-321	NATURAL GAS &	820 S 5TH PLACE	000000	136.13
01-001070	AMEREN ILLINOIS	I-201704266912	212 5344-321	NATURAL GAS &	820 S 5TH PLACE	000000	680.22
01-001070	AMEREN ILLINOIS	I-201704266913	212 5344-321	NATURAL GAS &	820 S 5TH PLACE	000000	90.59
01-001070	AMEREN ILLINOIS	I-201704266914	212 5344-321	NATURAL GAS &	820 S 5TH PLACE	000000	139.10
01-001070	AMEREN ILLINOIS	I-201704266915	212 5344-321	NATURAL GAS &	820 S 5TH P LACE	000000	85.84
01-001070	AMEREN ILLINOIS	I-201704266916	212 5344-321	NATURAL GAS &	820 S 5TH PLACE	000000	122.86
01-001070	AMEREN ILLINOIS	I-201704266927	212 5344-321	NATURAL GAS &	WASTE WATER PLANT	133500	3,912.97
						VENDOR 01-001070 TOTALS	5,435.52
01-001620	VERIZON WIRELESS	I-9784011835	212 5344-533	CELLULAR PHON:	MOBILES	133588	1.13
						VENDOR 01-001620 TOTALS	1.13
01-002170	BUSINESS CARD	I-201704276959	212 5344-314	CHEMICALS	: AMAZON	133510	216.28
01-002170	BUSINESS CARD	I-201704276959	212 5344-319	MISCELLANEOUS:	ERA	133510	1,082.20
01-002170	BUSINESS CARD	I-201704276959	212 5344-366	PLANT MTCE &	: ALLIED ELECTRONICS	133510	120.57
01-002170	BUSINESS CARD	I-201704276959	212 5344-366	PLANT MTCE &	: CANNON WATER TECHNOL	133510	280.06
						VENDOR 01-002170 TOTALS	1,699.11
01-002297	LAWSON PRODUCTS, INC.	I-9304829337	212 5344-366	PLANT MTCE &	: DRILL BITS	133549	53.27
						VENDOR 01-002297 TOTALS	53.27
01-003097	CINTAS CORPORATION #37	I-4000496209	212 5344-439	OTHER REPAIR :	MATS, TISSUE, WIPES	133516	37.05
						VENDOR 01-003097 TOTALS	37.05
01-003374	U SAVE AUTO & TIRE	I-201704266931	212 5344-434	REPAIR OF VEH:	OIL CHANGE	133585	29.55
						VENDOR 01-003374 TOTALS	29.55
01-023800	CONSOLIDATED COMMUNICA	I-201704286980	212 5344-532	TELEPHONE	: 101-0939	000000	88.79
						VENDOR 01-023800 TOTALS	88.79

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 344 WASTEWATER TREATMNT PLANT

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-039210	ADVANCED DISPOSAL	I-F50000496557	212 5344-460	OTHER PROPERT:	SLUDGE DISPOSAL	133439	110.55
						VENDOR 01-039210 TOTALS	110.55
						DEPARTMENT 344 WASTEWATER TREATMNT PLANT	TOTAL: 7,486.95
01-001620	VERIZON WIRELESS	I-9784011835	212 5345-532	TELEPHONE	: MOBILES	133588	37.02
						VENDOR 01-001620 TOTALS	37.02
01-002170	BUSINESS CARD	I-201704276959	212 5345-531	POSTAGE	: POST OFC	133510	7.83
						VENDOR 01-002170 TOTALS	7.83
01-003490	INFOSEND, INC.	I-119129	212 5345-531	POSTAGE	: WATER BILL PROCESSIN	133543	1,212.16
01-003490	INFOSEND, INC.	I-119129	212 5345-519	OTHER PROFESS:	WATER BILL PROCESSIN	133543	388.21
						VENDOR 01-003490 TOTALS	1,600.37
01-043522	STAPLES CREDIT PLAN	I-201704206887	212 5345-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133446	389.71
						VENDOR 01-043522 TOTALS	389.71
						DEPARTMENT 345 ACCOUNTING & COLLECTION	TOTAL: 2,034.93
01-001620	VERIZON WIRELESS	I-9784011835	212 5346-533	CELLULAR PHON:	MOBILES	133588	37.03
						VENDOR 01-001620 TOTALS	37.03
01-043522	STAPLES CREDIT PLAN	I-201704206892	212 5346-311	OFFICE SUPPLI:	OFFICE SUPPLIES	133447	107.08
						VENDOR 01-043522 TOTALS	107.08
						DEPARTMENT 346 ADMINISTRATIVE & GENERAL	TOTAL: 144.11
						VENDOR SET 212 SEWER FUND	TOTAL: 33,773.75
						REPORT GRAND TOTAL:	351,841.70

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2016-2017	110-5110-827	VGT ALLOCATION-DEMOLITIONS	7,099.65	48,000	7,116.45-	Y	
	110-5120-802	HUNTING/FISHING LIC. FEE R	78.00	1,000	341.00		
	110-5170-854	WIDE AREA NETWORK WIRING A	177.58	2,200	70.44		
	110-5211-537	I-WIN ACCESS CHARGE	128.70	7,000	1,680.60		
	110-5211-579	MISC OTHER PURCHASED SERVI	328.57	195,000	9,715.37		
	110-5223-326	FUEL	4,122.54	55,000	6,433.67		
	110-5224-321	UTILITIES	274.51	54,734	3,797.58		
	110-5310-311	OFFICE SUPPLIES	107.08	1,200	297.03		
	110-5310-421	DISPOSAL SERVICES	1,015.09	22,000	1,029.44		
	110-5320-319	MISCELLANEOUS SUPPLIES	68.95	10,000	3,492.51		
	110-5320-321	UTILITIES	83.80	16,429	5,067.60		
	110-5381-321	UTILITIES	48.39	46,639	4,897.73		
	110-5511-321	UTILITIES	100.19	29,858	9,719.53		
	110-5512-532	TELEPHONE	58.93	700	1.35-	Y	
	110-5512-802	HUNTING/FISHING REMITTANCE	1,973.50	10,000	391.25-	Y	
	110-5551-321	UTILITIES	191.23	35,000	1,386.86		
	110-5570-311	SUPPLIES	22.96	3,000	2,152.56		
	110-5570-321	UTILITIES	28.49	4,948	45.97-	Y	
	122-5653-311	OFFICE SUPPLIES	140.49	1,500	481.85-	Y	
	123-5584-834	ENTERTAINMENT	200.00	45,000	19,224.85-	Y	
	211-5351-321	NATURAL GAS & ELECTRIC	12.75	2,000	4,212.35-	Y	
	211-5353-311	OFFICE SUPPLIES	14.97	700	363.15		
	211-5353-318	VEHICLE PARTS	11.98	700	293.00		
	211-5353-321	NATURAL GAS & ELECTRIC	6,388.00	135,000	11,392.44		
	211-5353-378	PLANT MTCE & REPAIR	273.63	10,000	1,998.57		
	211-5354-321	NATURAL GAS & ELECTRIC	607.47	14,000	6,222.71-	Y	
	211-5355-311	OFFICE SUPPLIES	389.69	5,000	2,605.57		
	211-5356-311	OFFICE SUPPLIES	107.08	700	119.88		
	212-5342-313	MEDICAL & SAFETY SUPPLIES	21.53	2,000	587.08		
	212-5342-730	IMPROVEMENTS OTHER THAN BL	16,325.40	16,101,898	11,560,219.20		
	212-5344-460	OTHER PROPERTY MTCE SERVIC	110.55	38,000	12,158.58		
	212-5344-532	TELEPHONE	88.79	4,000	468.72-	Y	
	212-5345-311	OFFICE SUPPLIES	389.71	5,000	2,605.52		
	212-5346-311	OFFICE SUPPLIES	107.08	900	306.29		
		TOTAL:	41,097.28				
2017-2018	110-4436-010	AMBULANCE BILLI*NON-EXPENS	844.87	662,000-	662,844.87-		
	110-5110-561	BUSINESS MEETING EXPENSE	25.13	500	474.87		
	110-5110-571	DUES & MEMBERSHIPS	375.00	2,000	1,625.00		
	110-5110-828	VGT ALLOCATION-CITY PROPER	17,906.00	48,000	30,094.00		
	110-5110-829	VGT ALLOCATION-EQUIPMENT	15,578.06	48,000	32,421.94		
	110-5120-311	OFFICE SUPPLIES	193.94	1,350	1,156.06		
	110-5130-561	BUSINESS MEETING EXPENSE	95.50	500	404.50		
	110-5150-516	TECHNOLOGY SUPPORT SERVIC	10,253.55	14,000	3,746.45		
	110-5170-316	TOOLS & EQUIPMENT	1,327.48	2,500	1,172.52		
	110-5170-533	CELLULAR PHONE	72.62	2,100	2,027.38		
	110-5170-851	WIDE AREA NETWORK SERVERS	1,014.25	2,000	985.75		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	110-5211-311	OFFICE SUPPLIES	33.39	5,500	5,466.61		
	110-5211-315	UNIFORMS & CLOTHING	154.83	19,500	19,345.17		
	110-5211-319	MISCELLANEOUS SUPPLIES	227.79	5,000	4,772.21		
	110-5211-519	OTHER PROFESSIONAL SERVICE	639.50	8,000	7,360.50		
	110-5211-532	TELEPHONE	103.50	20,000	19,896.50		
	110-5211-533	CELLULAR PHONE	717.21	11,000	10,282.79		
	110-5211-537	I-WIN ACCESS CHARGE	501.97	7,000	6,498.03		
	110-5211-562	TRAVEL & TRAINING	265.48	25,000	24,734.52		
	110-5211-571	DUES & MEMBERSHIPS	875.00	2,400	1,525.00		
	110-5211-579	MISC OTHER PURCHASED SERVI	4,391.20	195,000	190,608.80		
	110-5211-814	PRINT/COPY MACH LEASE & MA	64.97	7,500	7,435.03		
	110-5212-319	MISCELLANEOUS SUPPLIES	264.87	10,000	9,735.13		
	110-5213-319	MISCELLANEOUS SUPPLIES	26.95	4,500	4,473.05		
	110-5214-319	MISCELLANEOUS SUPPLIES	431.58	600	168.42		
	110-5214-579	MISC OTHER PURCHASED SERVI	384.36	5,000	4,615.64		
	110-5223-318	VEHICLE PARTS	1,119.28	8,000	6,880.72		
	110-5223-319	MISCELLANEOUS SUPPLIES	101.00	2,000	1,899.00		
	110-5223-434	REPAIR OF VEHICLES	1,690.03	30,000	28,309.97		
	110-5224-312	CLEANING SUPPLIES	300.00	3,500	3,200.00		
	110-5224-321	UTILITIES	1,496.01	54,734	53,237.99		
	110-5224-432	REPAIR OF BUILDINGS	6.70	15,000	14,993.30		
	110-5224-435	ELEVATOR SERVICE AGREEMEN	826.83	11,000	10,173.17		
	110-5224-439	OTHER REPAIR & MAINT SRVCS	300.00	15,000	14,700.00		
	110-5241-311	OFFICE SUPPLIES	190.33	2,300	2,109.67		
	110-5241-312	CLEANING SUPPLIES	79.16	5,000	4,920.84		
	110-5241-313	MEDICAL & SAFETY SUPPLIES	1,063.27	21,273	20,209.73		
	110-5241-315	UNIFORMS & CLOTHING	178.76	10,450	10,271.24		
	110-5241-321	UTILITIES	213.90	8,932	8,620.32		
	110-5241-326	FUEL	144.04	33,200	33,055.96		
	110-5241-434	REPAIR OF VEHICLES	7,282.18	24,690	17,407.82		
	110-5241-531	POSTAGE	20.31	1,500	1,479.69		
	110-5241-532	TELEPHONE	318.20	8,360	8,041.80		
	110-5241-535	RADIOS	736.70	5,000	4,263.30		
	110-5241-562	TRAVEL & TRAINING	1,225.84	12,475	11,249.16		
	110-5241-571	DUES & MEMBERSHIPS	325.00	1,805	1,480.00		
	110-5241-578	AMBULANCE BILLING EXPENSES	242.10	1,200	957.90		
	110-5241-814	PRINT/COPY MACH LEASE & MA	27.19	800	772.81		
	110-5261-311	OFFICE SUPPLIES	10.86	1,000	989.14		
	110-5261-532	TELEPHONE	189.81	2,700	2,510.19		
	110-5310-311	OFFICE SUPPLIES	50.68	1,200	1,149.32		
	110-5310-515	LABOR RELATIONS COUNSEL	496.00	5,000	4,504.00		
	110-5310-533	CELLULAR PHONE	37.03	900	862.97		
	110-5320-313	MEDICAL & SAFETY SUPPLIES	141.58	9,000	8,858.42		
	110-5320-316	TOOLS & EQUIPMENT	1,609.76	10,000	8,390.24		
	110-5320-318	VEHICLE PARTS	123.57	22,000	21,876.43		
	110-5320-319	MISCELLANEOUS SUPPLIES	550.51	10,000	9,449.49		
	110-5320-351	CONCRETE	674.07	30,000	29,325.93		
	110-5320-359	OTHER STREET MAINT SUPPLIE	224.88	3,000	2,775.12		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	110-5320-433	REPAIR OF MACHINERY	1,649.22	40,000	38,350.78		
	110-5320-434	REPAIR OF VEHICLES	537.62	15,000	14,462.38		
	110-5320-440	RENTALS	9.00	5,000	4,991.00		
	110-5320-533	CELLULAR PHONE	1.13	500	498.87		
	110-5320-535	RADIOS	448.53	1,000	551.47		
	110-5320-562	TRAVEL & TRAINING	15.48	1,200	1,184.52		
	110-5381-315	LANDSCAPING SUPPLIES	307.00	1,200	893.00		
	110-5381-321	UTILITIES	1,066.82	46,639	45,318.71		
	110-5381-432	REPAIR OF BUILDINGS	162.50	20,000	19,837.50		
	110-5381-435	ELEVATOR SERVICE AGREEMEN	392.00	7,000	6,608.00		
	110-5381-460	OTHER PROP MAINT SERVICES	1,132.00	8,000	6,868.00		
	110-5511-316	TOOLS & EQUIPMENT	34.78	4,000	3,965.22		
	110-5511-319	MISCELLANEOUS SUPPLIES	64.95	15,000	14,935.05		
	110-5511-321	UTILITIES	40.82	29,858	29,817.18		
	110-5511-432	REPAIR OF BUILDINGS	533.74	5,000	4,466.26		
	110-5511-433	REPAIR OF MACHINERY	618.58	8,000	7,381.42		
	110-5511-434	REPAIR OF VEHICLES	662.18	4,000	3,337.82		
	110-5511-440	RENTALS	160.00	3,000	2,840.00		
	110-5511-533	CELLULAR PHONE	100.63	1,800	1,699.37		
	110-5512-311	OFFICE SUPPLIES	33.46	600	566.54		
	110-5512-312	CLEANING SUPPLIES	339.82	700	360.18		
	110-5512-317	CONCESSION & SOUVENIR SUPP	1,881.01	24,000	22,118.99		
	110-5512-319	MISCELLANEOUS SUPPLIES	1,280.16	15,000	13,719.84		
	110-5512-434	REPAIR OF VEHICLES	470.53	1,000	529.47		
	110-5512-440	RENTALS	80.00	3,500	3,420.00		
	110-5512-450	CONSTRUCTION SERVICES	2,090.00	20,000	17,910.00		
	110-5512-533	CELLULAR PHONE	72.62	900	827.38		
	110-5512-740	MACHINERY & EQUIPMENT	684.38	0	684.38-	Y	
	110-5551-321	UTILITIES	521.44	35,000	34,478.56		
	110-5551-440	RENTALS	140.00	4,500	4,360.00		
	110-5570-533	CELLULAR PHONE	62.62	900	837.38		
	122-5653-311	OFFICE SUPPLIES	258.66	1,500	1,241.34		
	122-5653-321	NATURAL GAS & ELECTRIC (CI	87.93	1,800	1,712.07		
	122-5653-540	ADVERTISING	2,130.41	20,000	17,869.59		
	122-5653-561	BUSINESS MEETING EXPENSE	159.52	1,000	840.48		
	123-5584-561	BUSINESS MEETING EXPENSE	468.82	100	368.82-	Y	
	125-5150-519	OTHER PROFESSIONAL SERVICE	6,816.00	102,500	95,684.00		
	128-5604-900	PARKS	3,733.44	700,000	696,266.56		
	130-5321-720	PUBLIC WORKS BUILDINGS	175.00	2,900,000	2,899,825.00		
	130-5382-721	BUILDINGS & GROUNDS	4,921.20	90,000	85,078.80		
	130-5795-817	INTEREST EXPENSE	87,610.01	183,320	95,709.99		
	154-5795-817	INTEREST EXPENSE	80,943.75	169,113	88,169.25		
	211-5353-314	CHEMICALS	4,145.00	200,000	195,855.00		
	211-5353-377	PLANT EQUIPMENT	254.23	30,000	29,745.77		
	211-5353-378	PLANT MTCE & REPAIR	279.18	10,000	9,720.82		
	211-5353-435	ELEVATOR SERVICE AGREEMENT	300.65	4,000	3,699.35		
	211-5353-439	OTHER REPAIR & MAINT. SERV	22.21	4,000	3,977.79		
	211-5353-533	CELLULAR PHONE	38.01	1,700	1,661.99		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	211-5354-313	MEDICAL & SAFETY SUPPLIES	126.10	1,500	1,373.90		
	211-5354-316	TOOLS & EQUIPMENT	2,414.02	7,000	4,585.98		
	211-5354-318	VEHICLE PARTS	92.75	5,000	4,907.25		
	211-5354-319	MISCELLANEOUS SUPPLIES	54.89	5,000	4,945.11		
	211-5354-374	SERVICE LINE MATERIALS	1,539.75	16,000	14,460.25		
	211-5354-376	BACKFILL & SURFACE MATERIA	101.25	16,000	15,898.75		
	211-5354-433	REPAIR OF MACHINERY	252.77	8,000	7,747.23		
	211-5354-434	REPAIR OF VEHICLES	537.63	11,000	10,462.37		
	211-5354-535	RADIOS	448.54	1,000	551.46		
	211-5355-519	OTHER PROFESSIONAL SERVICE	388.21	5,000	4,611.79		
	211-5355-531	POSTAGE	1,212.15	15,000	13,787.85		
	211-5355-532	TELEPHONE	37.02	1,700	1,662.98		
	211-5356-319	MISCELLANEOUS SUPPLIES	70.00	600	530.00		
	211-5356-533	CELLULAR PHONE	37.03	800	762.97		
	212-5342-313	MEDICAL & SAFETY SUPPLIES	126.10	2,000	1,873.90		
	212-5342-316	TOOLS & EQUIPMENT	566.30	5,000	4,433.70		
	212-5342-318	VEHICLE PARTS	329.48	10,000	9,670.52		
	212-5342-319	MISCELLANEOUS SUPPLIES	54.90	5,000	4,945.10		
	212-5342-363	BACKFILL & SURFACE MATERIA	1,203.50	20,000	18,796.50		
	212-5342-433	REPAIR OF MACHINERY	2,132.19	14,000	11,867.81		
	212-5342-434	REPAIR OF VEHICLES	537.65	13,000	12,462.35		
	212-5342-535	RADIOS	448.54	1,000	551.46		
	212-5342-730	IMPROVEMENTS OTHER THAN BL	1,105.00	16,101,898	16,100,793.00		
	212-5343-321	NATURAL GAS & ELECTRIC	1,255.98	39,000	37,744.02		
	212-5343-533	CELLULAR PHONE	1.19	1,700	1,698.81		
	212-5344-314	CHEMICALS	216.28	20,000	19,783.72		
	212-5344-319	MISCELLANEOUS SUPPLIES	1,082.20	7,500	6,417.80		
	212-5344-321	NATURAL GAS & ELECTRIC	5,435.52	220,000	214,564.48		
	212-5344-366	PLANT MTCE & REPAIR MATERI	485.88	20,000	19,514.12		
	212-5344-434	REPAIR OF VEHICLES	29.55	5,000	4,970.45		
	212-5344-439	OTHER REPAIR & MNTCE SERVI	37.05	14,000	13,962.95		
	212-5344-533	CELLULAR PHONE	1.13	1,200	1,198.87		
	212-5345-519	OTHER PROFESSIONAL SERVICE	388.21	5,000	4,611.79		
	212-5345-531	POSTAGE	1,219.99	15,000	13,780.01		
	212-5345-532	TELEPHONE	37.02	1,700	1,662.98		
	212-5346-533	CELLULAR PHONE	37.03	0	37.03-	Y	
		TOTAL:	310,744.42				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110	NON-DEPARTMENTAL	844.87
110-110	CITY COUNCIL	40,983.84

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110-120	CITY CLERK	271.94
110-130	CITY ADMINISTRATOR	95.50
110-150	FINANCIAL ADMINISTRATION	10,253.55
110-170	COMPUTER INFO SYSTEMS	2,591.93
110-211	POLICE ADMINISTRATION	8,432.11
110-212	CRIMINAL INVESTIGATION	264.87
110-213	PATROL	26.95
110-214	K-9 SERVICE	815.94
110-223	AUTOMOTIVE SERVICES	7,032.85
110-224	POLICE BUILDINGS	3,204.05
110-241	FIRE PROTECTION ADMIN.	12,046.98
110-261	COMMUNITY DEVELOPMENT	200.67
110-310	PUBLIC WORKS	1,705.88
110-320	STREETS	6,138.10
110-381	CUSTODIAL SERVICES	3,108.71
110-511	PARKS	2,315.87
110-512	LAKE MATTOON	8,964.41
110-551	SPORTS FACILITIES	852.67
110-570	DODGE GROVE CEMETERY	114.07

110 TOTAL	GENERAL FUND	110,265.76
122-653	HOTEL TAX ADMINISTRATION	2,777.01

122 TOTAL	HOTEL TAX FUND	2,777.01
123-584	BAGELFEST	668.82

123 TOTAL	FESTIVAL MGMT FUND	668.82
125-150	FINANCIAL ADMINISTRATION	6,816.00

125 TOTAL	INSURANCE & TORT JDMNT	6,816.00
128-604	MIDTOWN TIF DISTRICT	3,733.44

128 TOTAL	MIDTOWN TIF FUND	3,733.44
130-321	STREETS	175.00
130-382	CITY HALL	4,921.20
130-795	INTEREST EXPENSE	87,610.01

130 TOTAL	CAPITAL PROJECT FUND	92,706.21
154-795	INTEREST EXPENSE	80,943.75

154 TOTAL	BROADWAY EAST BUS DIST	80,943.75
211-351	RESERVOIRS & WTR SOURCES	12.75
211-353	WATER TREATMENT PLANT	11,727.86

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
211-354	WATER DISTRIBUTION	6,175.17
211-355	ACCOUNTING & COLLECTION	2,027.07
211-356	ADMINISTRATIVE & GENERAL	214.11

211 TOTAL	WATER FUND	20,156.96
212-342	SEWER COLLECTION SYSTEM	22,850.59
212-343	SEWER LIFT STATIONS	1,257.17
212-344	WASTEWATER TREATMNT PLANT	7,486.95
212-345	ACCOUNTING & COLLECTION	2,034.93
212-346	ADMINISTRATIVE & GENERAL	144.11

212 TOTAL	SEWER FUND	33,773.75

** TOTAL **		351,841.70

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
203 CSO-LT OVERFLOW CMB	000 JOB EXPENSES	1,105.00
	** PROJECT 203 TOTAL **	1,105.00
219 PW BUILDING	000 JOB EXPENSES	175.00
	** PROJECT 219 TOTAL **	175.00
246 LumpkinFamPark	000 EXPENSES	3,733.44
	** PROJECT 246 TOTAL **	3,733.44
250 BURGESS OSB REHAB	000 EXPENSES	4,921.20
	** PROJECT 250 TOTAL **	4,921.20
263 19TH ST MANHOLE	000 EXPENSES	16,325.40
	** PROJECT 263 TOTAL **	16,325.40
BOY BOYS JR BASEBALL COMPLEX	000 EXPENSES	186.64
	** PROJECT BOY TOTAL **	186.64
EST EAST CAMPGROUND	000 EXPENSES	1,774.32
	** PROJECT EST TOTAL **	1,774.32
GRL GIRLS SOFTBALL COMPLEX	000 EXPENSES	193.20
	** PROJECT GRL TOTAL **	193.20

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
JFB JUNIOR FOOTBALL	000 EXPENSES	164.53
	** PROJECT JFB TOTAL **	164.53
KZF KINZEL BALL FLD	000 EXPENSES	43.28
	** PROJECT KZF TOTAL **	43.28
LAW LAWSON PARK	000 EXPENSES	80.00
	** PROJECT LAW TOTAL **	80.00
LPG LAWSON PARK GRAHAM FLD	000 EXPENSES	32.16
	** PROJECT LPG TOTAL **	32.16
PET PETERSON PARK	000 EXPENSES	123.69
	** PROJECT PET TOTAL **	123.69
PPG PETERSON PARK GRIMES FLD	000 EXPENSES	47.44
	** PROJECT PPG TOTAL **	47.44
SKT SKATE PARK	000 EXPENSES	80.00
	** PROJECT SKT TOTAL **	80.00
TBL T-BALL COMPLEX	000 EXPENSES	45.42
	** PROJECT TBL TOTAL **	45.42
WST WEST CAMPGROUND	000 EXPENSES	1,919.91
	** PROJECT WST TOTAL **	1,919.91

NO ERRORS

PACKET: 09219 Regular Payments
 VENDOR SET: 01
 BANK : EHBK EMPLOYEE HEALTH BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003639	AETNA I-201704186877	AETNA	D	4/13/2017		36,578.85CR	000000	36,578.85
000236	COVENTRY HEALTH CARE I-201704186879	COVENTRY HEALTH CARE	D	4/14/2017		4,592.44CR	000000	4,592.44

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	41,171.29	41,171.29
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	41,171.29	41,171.29

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 09220 Regular Payments
 VENDOR SET: 01
 BANK : EHBK EMPLOYEE HEALTH BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003639	AETNA							
	I-201704186878	AETNA	D	4/04/2017		29,112.47CR	000000	29,112.47

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	29,112.47	29,112.47
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	29,112.47	29,112.47

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR SET: 01 CITY OF MATTOON

BANK: EHBK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 411 STOP LOSS INS COVERAGE

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003637	AETNA, INC.	I-201704206895	221 5411-211	STOP LOSS INS:	SL SPECIFIC & AG MAR	133448	5,000.00
VENDOR 01-003637 TOTALS							5,000.00
DEPARTMENT 411 STOP LOSS INS COVERAGE						TOTAL:	5,000.00
01-003496	AETNA	I-31166664	221 5412-211	HEALTH PLAN A:	AETNA PDP MAY	133487	19,238.79
VENDOR 01-003496 TOTALS							19,238.79
DEPARTMENT 412 HEALTH PLAN ADMIN						TOTAL:	19,238.79
01-000236	COVENTRY HEALTH CARE	I-201704276971	221 5413-211	MEDICAL CLAIM:	COVENTRY HEALTH CARE	000000	5,057.06
VENDOR 01-000236 TOTALS							5,057.06
01-003639	AETNA	I-201704206898	221 5413-211	MEDICAL CLAIM:	AETNA	000000	23,692.47
01-003639	AETNA	I-201704276970	221 5413-211	MEDICAL CLAIM:	AETNA	000000	20,122.23
VENDOR 01-003639 TOTALS							43,814.70
DEPARTMENT 413 MEDICAL CLAIMS						TOTAL:	48,871.76
01-003639	AETNA	I-201704206898	221 5414-211	RX CLAIMS	: AETNA	000000	10,495.12
01-003639	AETNA	I-201704276970	221 5414-211	RX CLAIMS	: AETNA	000000	11,285.16
VENDOR 01-003639 TOTALS							21,780.28
DEPARTMENT 414 RX CLAIMS						TOTAL:	21,780.28
01-002761	OPTUM HEALTH	I-268201	221 5418-212	SECTION 125 B:	MARCH FSA	133590	150.00
VENDOR 01-002761 TOTALS							150.00
DEPARTMENT 418 SECTION 125 PLAN						TOTAL:	150.00
VENDOR SET 221 HEALTH INSURANCE FUND						TOTAL:	95,040.83
REPORT GRAND TOTAL:							95,040.83

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2016-2017	221-5411-211	STOP LOSS INSURANCE	5,000.00	391,562	39,303.81		
	221-5412-211	HEALTH PLAN ADMINISTRATION	19,238.79	504,232	34,856.43-	Y	
	221-5413-211	MEDICAL CLAIMS	48,871.76	2,758,817	490,701.30		
	221-5414-211	RX CLAIMS	21,780.28	891,636	277,704.08		
		TOTAL:	94,890.83				
	221-5418-212	SECTION 125 BENEFIT PLAN A	150.00	1,200	1,050.00		
		TOTAL:	150.00				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-411	STOP LOSS INS COVERAGE	5,000.00
221-412	HEALTH PLAN ADMIN	19,238.79
221-413	MEDICAL CLAIMS	48,871.76
221-414	RX CLAIMS	21,780.28
221-418	SECTION 125 PLAN	150.00

221 TOTAL	HEALTH INSURANCE FUND	95,040.83

	** TOTAL **	95,040.83

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL-ASC	I-201704286979	221 5412-211	HEALTH PLAN A:	DELTA DENTAL-ASC	000000	1,338.67
						VENDOR 01-000276 TOTALS	1,338.67
						DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL:	1,338.67
01-000276	DELTA DENTAL-ASC	I-201704206894	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL-ASC	000000	1,681.38
01-000276	DELTA DENTAL-ASC	I-201704286979	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL-ASC	000000	1,834.60
						VENDOR 01-000276 TOTALS	3,515.98
						DEPARTMENT 415 DENTAL CLAIMS TOTAL:	3,515.98
						VENDOR SET 221 HEALTH INSURANCE FUND TOTAL:	4,854.65
						REPORT GRAND TOTAL:	4,854.65

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2016-2017	221-5412-211	HEALTH PLAN ADMINISTRATION	1,338.67	504,232	34,856.43-	Y	
	221-5415-211	DENTAL CLAIMS	3,515.98	103,993	13,017.00		
		TOTAL:	4,854.65				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	1,338.67
221-415	DENTAL CLAIMS	3,515.98
221 TOTAL	HEALTH INSURANCE FUND	4,854.65
	** TOTAL **	4,854.65

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: MFTBK

FUND : 121 MOTOR FUEL TAX FUND

DEPARTMENT: 321 STREETS

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001199	CARTER WATERS	I-30090404	121 5321-360	MISC CONCR SU:	TARP	133592	44.00
01-001199	CARTER WATERS	I-30090544	121 5321-360	MISC CONCR SU:	REFLECTIVE TARPS	133592	416.00
						VENDOR 01-001199 TOTALS	460.00
01-022400	HOWELL ASPHALT CO	I-436	121 5321-353	COLD MIX ASPH:	COLD MIX	133593	499.12
01-022400	HOWELL ASPHALT CO	I-440	121 5321-353	COLD MIX ASPH:	COLD MIX	133593	524.96
01-022400	HOWELL ASPHALT CO	I-443	121 5321-353	COLD MIX ASPH:	COLD MIX	133593	2,477.24
						VENDOR 01-022400 TOTALS	3,501.32
01-035154	MID-ILLINOIS CONCRETE	I-178140	121 5321-351	CONCRETE	: 13TH & SHELBY	133594	353.50
01-035154	MID-ILLINOIS CONCRETE	I-178140	121 5321-360	MISC CONCR SU:	13TH & SHELBY	133594	26.25
01-035154	MID-ILLINOIS CONCRETE	I-178142*	121 5321-351	CONCRETE	: 3109 MOULTRIE	133594	76.50
01-035154	MID-ILLINOIS CONCRETE	I-178142*	121 5321-360	MISC CONCR SU:	3109 MOULTRIE	133594	53.75
01-035154	MID-ILLINOIS CONCRETE	I-178224	121 5321-351	CONCRETE	: 13TH & SHELBY	133594	1,717.00
01-035154	MID-ILLINOIS CONCRETE	I-178224	121 5321-360	MISC CONCR SU:	13TH & SHELBY	133594	85.00
01-035154	MID-ILLINOIS CONCRETE	I-178616	121 5321-351	CONCRETE	: 13TH & SHELBY	133594	404.00
01-035154	MID-ILLINOIS CONCRETE	I-178616	121 5321-360	MISC CONCR SU:	13TH & SHELBY	133594	20.00
01-035154	MID-ILLINOIS CONCRETE	I-178617	121 5321-351	CONCRETE	: 13TH & SHELBY	133594	404.00
01-035154	MID-ILLINOIS CONCRETE	I-178617	121 5321-360	MISC CONCR SU:	13TH & SHELBY	133594	20.00
01-035154	MID-ILLINOIS CONCRETE	I-178618	121 5321-351	CONCRETE	: 13TH & SHELBY	133594	606.00
01-035154	MID-ILLINOIS CONCRETE	I-178671	121 5321-351	CONCRETE	: 13TH & SHELBY	133594	252.50
						VENDOR 01-035154 TOTALS	4,018.50
DEPARTMENT 321 STREETS						TOTAL:	7,979.82
01-003021	WAGGLE & COMPANY	I-201704266939	121 5326-432	REPAIR OF STR:	STREET LIGHT MNTCE	133595	2,005.08
01-003021	WAGGLE & COMPANY	I-201704266940	121 5326-432	REPAIR OF STR:	STREET LIGHT REPAIRS	133595	161.89
01-003021	WAGGLE & COMPANY	I-201704266941	121 5326-432	REPAIR OF STR:	STREET LIGHT MNTCE	133595	1,492.18
						VENDOR 01-003021 TOTALS	3,659.15
01-008600	COLES MOULTRIE ELECTRI	I-201704286985	121 5326-322	ELECTRIC (COL:	S RT 45 & PARADISE	000000	56.97
01-008600	COLES MOULTRIE ELECTRI	I-201704286986	121 5326-322	ELECTRIC (COL:	S RT 45 & PARADISE	000000	22.93
01-008600	COLES MOULTRIE ELECTRI	I-201704286987	121 5326-322	ELECTRIC (COL:	S RT 45 & PARADISE	000000	22.93
01-008600	COLES MOULTRIE ELECTRI	I-201704286988	121 5326-322	ELECTRIC (COL:	LAKELAND INN ENTRANC	000000	12.75
01-008600	COLES MOULTRIE ELECTRI	I-201704286989	121 5326-322	ELECTRIC (COL:	OLD STATE VILLAGE	000000	14.50
01-008600	COLES MOULTRIE ELECTRI	I-201704286990	121 5326-322	ELECTRIC (COL:	OLD STATE RD & S 9TH	000000	14.60
01-008600	COLES MOULTRIE ELECTRI	I-201704286991	121 5326-322	ELECTRIC (COL:	SUNRISE APTS	000000	14.60

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: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008600	COLES MOULTRIE	ELECTRI I-201704286992	121 5326-322	ELECTRIC	(COL: S RT 45 & OLD STATE	000000	84.15
01-008600	COLES MOULTRIE	ELECTRI I-201704286993	121 5326-322	ELECTRIC	(COL: RT 16 & LERNA RD	000000	77.13
01-008600	COLES MOULTRIE	ELECTRI I-201704286994	121 5326-322	ELECTRIC	(COL: RT 16, HURST, LERNA,	000000	94.66
01-008600	COLES MOULTRIE	ELECTRI I-201704286995	121 5326-322	ELECTRIC	(COL: GOLDEN OAK	000000	19.90
01-008600	COLES MOULTRIE	ELECTRI I-201704286996	121 5326-322	ELECTRIC	(COL: COLES CENTRE PKWY	000000	349.04
01-008600	COLES MOULTRIE	ELECTRI I-201704286997	121 5326-322	ELECTRIC	(COL: PIATT & RT 316	000000	21.30
01-008600	COLES MOULTRIE	ELECTRI I-201704286998	121 5326-322	ELECTRIC	(COL: 3020 LAKELAND BLVD	000000	12.50
						VENDOR 01-008600 TOTALS	817.96

DEPARTMENT 326 STREET LIGHTING TOTAL: 4,477.11

VENDOR SET 121 MOTOR FUEL TAX FUND TOTAL: 12,456.93

REPORT GRAND TOTAL: 12,456.93

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2016-2017	121-5326-322	ELECTRIC (COLES MOULTRIE)	817.96	7,000	807.59-	Y	
		TOTAL:	817.96				
	121-5321-351	CONCRETE	3,813.50	50,000	46,186.50		
	121-5321-353	COLD MIX ASPHALT	3,501.32	20,000	16,498.68		
	121-5321-360	MISC CONCR SUPPLIES, FORMS	665.00	7,500	6,835.00		
	121-5326-432	REPAIR OF STRUCTURES	3,659.15	15,000	11,340.85		
		TOTAL:	11,638.97				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
121-321	STREETS	7,979.82
121-326	STREET LIGHTING	4,477.11

121 TOTAL	MOTOR FUEL TAX FUND	12,456.93

	** TOTAL **	12,456.93

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: RLFBN

FUND : 127 REVOLVING LOAN FUND

DEPARTMENT: 652 REVOLVING LOANS

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

PAY DATE RANGE: 4/19/2017 THRU 5/02/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008200	COLES CO REGIONAL PLAN I-6122		127 5652-519	OTHER PROFESS:	MARCH RLF BILLING	133596	540.00
						VENDOR 01-008200 TOTALS	540.00
						DEPARTMENT 652 REVOLVING LOANS TOTAL:	540.00
						VENDOR SET 127 REVOLVING LOAN FUND TOTAL:	540.00
						REPORT GRAND TOTAL:	540.00

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2017-2018	127-5652-519	OTHER PROFESSIONAL SERVICE	540.00	2,500	1,960.00		
		TOTAL:	540.00				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
127-652	REVOLVING LOANS	540.00

127 TOTAL	REVOLVING LOAN FUND	540.00

	** TOTAL **	540.00

NO ERRORS

NEW BUSINESS:

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2017-2988

A RESOLUTION ASSIGNING MEMBERS OF THE CITY COUNCIL TO DEPARTMENTS FOR THE ADMINISTRATION OF THE MUNICIPAL GOVERNMENT

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

BE IT RESOLVED that the powers and duties of the Commissioners assigned to the following Departments were established by Ordinance 2009-5277, adopted May 05, 2009 for the administration of the municipal government of the City of Mattoon, Coles County, Illinois:

- (A) Department of Public Affairs,
- (B) Department of Accounts and Finances,
- (C) Department of Streets and Public Improvement,
- (D) Department of Public Property
- (E) Department of Public Health and Safety.

BE IT FURTHER RESOLVED that the following members of the City Council are assigned to the foregoing Departments:

- (A) Tim Gover to the Department of Public Affairs.
- (B) J. Preston Owen to the Department of Accounts and Finances.
- (C) Sandra Graven to the Department of Streets and Public Improvement.
- (D) Dave Cox to the Department of Public Property.
- (E) Rick Hall to the Department of Public Health and Safety.

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 2017 by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____
ABSENT (Names): _____

Approved this _____ day of _____, 2017.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

Daniel C. Jones, City Attorney

Recorded in the Municipality's Records on _____.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2017-2989

A RESOLUTION APPOINTING SUSAN J. O'BRIEN TO THE OFFICE OF CITY CLERK AND BETH WRIGHT TO THE OFFICE OF CITY TREASURER

WHEREAS, the status of appointed officers of the municipality are traditionally re-evaluated after the election of new members to the City Council; and

WHEREAS, it is necessary to appoint a municipal clerk and treasurer at the first regular or special meeting of a newly-elected City Council to enable the business of the municipal corporation to continue without interruption.

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

Section 1. The Council hereby ratifies the mayor's appointment of Susan J. O'Brien to the Office of City Clerk.

Section 2. The Council hereby ratifies the mayor's appointment of Beth Wright to the Office of City Treasurer.

Upon motion by _____, seconded by _____, adopted this _____ day of _____, 2017 by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____
ABSENT (Names): _____

Approved this _____ day of _____, 2017.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

Daniel C. Jones, City Attorney

Recorded in the Municipality's Records on _____.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2017-2990

A RESOLUTION DESIGNATING DEPOSITORIES FOR FUNDS AND MONEYS OF THE CITY OF MATTOON, ILLINOIS

WHEREAS, pursuant to the terms of an Act of the General Assembly of the State of Illinois adopted and now in force and effect, it is required that a designation be made of a bank or banks, or other depository in which the funds and monies in the custody of the City Treasurer of the City of Mattoon, Illinois, may be deposited.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Mattoon, Coles County, Illinois, that all banks and financial institutions with facilities within the city limits of Mattoon, the Illinois Funds, Illinois National Bank, Wells Fargo, and Illinois Metropolitan Investment Fund (IMIF) are hereby designated depositories in which the funds and moneys of the City of Mattoon, Illinois, in the custody of the City Treasurer of the City of Mattoon, Illinois, may be deposited.

BE IT FURTHER RESOLVED that no bank herein designated as a depository shall be qualified to receive such funds or moneys until it has furnished the City of Mattoon with copies of the two last sworn statements of Resources and Liability, which such bank is required to furnish to the Auditor of Public Accounts, or to the Comptroller of Currency.

BE IT FURTHER RESOLVED that each bank designated as depository for such funds or moneys shall furnish the City Council of the City of Mattoon with a copy of all bank statements, which it is required to furnish to the Auditor of Public Accounts, or the Comptroller of Currency, while acting as such depository.

BE IT FURTHER RESOLVED that if such funds or moneys are deposited in a bank herein designated as a depository, the amounts of such deposits shall not exceed 75% of the capital stock and surplus of such banks, and the City Treasurer shall not be discharged from responsibility for any such funds or moneys deposited in any bank in excess of such limitation.

BE IT FURTHER RESOLVED that the depositories mentioned herein have furnished that body with copies of their past two statements as furnished to the Comptroller of Currency, or Auditor of Public Accounts, which statements are approved and accepted.

Upon motion by _____, seconded by _____, adopted this _____ day of _____, 2017 by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2017.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

Daniel C. Jones, City Attorney

Recorded in the Municipality's Records on _____.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2017-2991

**A RESOLUTION AUTHORIZING THE MAYOR, TREASURER AND CITY CLERK
TO SIGN CHECKS BY STAMPED SIGNATURE**

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS THAT THE MAYOR, CITY TREASURER AND CITY CLERK ARE HEREBY AUTHORIZED TO SIGN CHECKS ISSUED BY THE CITY OF MATTOON BY STAMPING THEREON FACISIMILE SIGNATURES, WHICH FACISIMILE SIGNATURES OF SAID OFFICIALS ARE STAMPED BELOW:

Mayor	City Treasurer	City Clerk

BE IT FURTHER RESOLVED THAT AT LEAST ONE SIGNATURE ON EVERY CHECK ISSUED BY THE CITY OF MATTOON SHALL BEAR AN ORIGINAL SIGNATURE OF THE CITY TREASURER OR CITY CLERK.

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 2017 by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2017.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

Daniel C. Jones, City Attorney

Recorded in the Municipality's Records on _____.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2017-2992

A RESOLUTION APPOINTING KYLE GILL AS CITY ADMINISTRATOR

WHEREAS, the City Council for the City of Mattoon, Coles County, Illinois, deems that it is in the public interest and the interest of the citizens and taxpayers of the City of Mattoon that a City Administrator be employed to manage the business of Administrative affairs of the City of Mattoon consistent with Illinois statutes and the City of Mattoon Code of Ordinances: and,

WHEREAS, Kyle Gill has served as City Administrator and has been selected to be retained in the position of City Administrator; and

WHEREAS, negotiations have taken place and an agreement has been reached between negotiators on behalf of the City of Mattoon and Kyle Gill, subject to the approval of the City Council for the City of Mattoon.

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

Section 1. That the Council hereby ratifies the mayor's appointment of Kyle Gill as City Administrator.

Upon motion by _____, seconded by _____,
adopted this _____ day of _____, 2017, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2017.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

Daniel C. Jones, City Attorney

Recorded in the Municipality's Records on _____, 2017.

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2017-2993

A RESOLUTION APPOINTING DANIEL C. JONES TO THE OFFICE OF CITY ATTORNEY AND AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES AGREEMENT FOR THE CITY ATTORNEY POSITION

WHEREAS, the status of appointed officers of the municipality are traditionally re-evaluated after the election of new members to the City Council; and

WHEREAS, Daniel C. Jones has served as an Attorney for the past 23 years and has presided over City Court in the past; and,

WHEREAS, it is necessary to appoint an attorney to enable the business of the municipal corporation to continue.

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

Section 1. The Council hereby ratifies the mayor's appointment of Daniel C. Jones to the office of City Attorney effective May 1, 2017.

Section 2. The Council hereby approves the letter of engagement prepared by Daniel C. Jones regarding services as the City of Attorney (Exhibit A).

Upon motion by _____, seconded by _____, adopted this _____ day of _____, 2017 by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____
ABSENT (Names): _____

Approved this _____ day of _____, 2017.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

Daniel C. Jones, City Attorney

Recorded in the Municipality's Records on _____.

The
Tapella Eberspacher
Law Firm

Tapella & Eberspacher LLC

www.tapellalaw.com

William R. Tapella*
David Y. Eberspacher

K. Lindsay Rakers*
Daniel C. Jones
Jacob N. Smallhorn

Angelica W. Wawrzynek
Alexander W. Heritier

April 28, 2017

SENT VIA EMAIL TRANSMISSION THIS DATE

Mr. Kyle Gill
Mattoon City Administrator
Mattoon City Hall
208 N. 19th St.
Mattoon, Illinois 61938

Re: Engagement Letter
Mattoon City Attorney
Our File No. 4-5725.00

Dear Kyle,

I certainly enjoyed the opportunity to meet with you, Chief Branson, and the other city officials on April 27, 2017. I offer this letter to document our conversation and the assignments my firm will undertake on behalf of the City of Mattoon. I also wanted to take this opportunity to document our agreement concerning representation and the scope of my firm's obligation to the City.

With regards to the scope of representation, our representation will be a "limited scope representation." That means that we will address issues as directed by you, the Mayor, or the Mattoon City Council. We will not make an independent review or conduct an analysis of issues that may exist for the City. For those "regular" tasks that are assigned to our office, we would be paid the rate of \$3,750.00 per month, with payment being made at the first regular council session of each month, beginning May 2, 2017. Such "regular" tasks would include the prosecution of Mattoon ordinance violation cases; providing legal opinions and advice to the City Administrator, City Council, elected city officials, department heads, and board and commissions, upon request, regarding issues of municipal law; preparing and reviewing ordinances, resolutions, contracts, leases, and other legal documents upon request; attending City Council meetings twice per month as well as other municipal meetings, as needed; and providing legal advice on the Open Meetings Act, Freedom of Information Act, Robert's Rules of Order, and Council rules and procedures.

The City may also request our firm to perform "extraordinary" tasks, which would include services addressing aspects of litigation, bond work, and other work as needed. Billing for such

6009 Park Drive
Charleston, IL 61920
Tel. (217) 639-7800

Please respond to:
P.O. Box 627
Mattoon, IL 61938
Fax (217) 639-7810

7777 Bonhomme Ave., Ste. 2301
Clayton, MO 63105
Tel. (314) 588-8500

*Also admitted to practice in Missouri

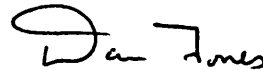
Mr. Kyle Gill
Mattoon City Administrator
April 28, 2017
Page 2

services shall be made, together with proper itemization by our firm for such services rendered, at the rate of \$200.00 per hour, and such work would be considered to be outside the scope of the "regular" monthly payment amount cited above.

The services to be performed by our firm shall commence on May 1, 2017, and upon the execution and approval of this Agreement by the action of the City Council on May 2, 2017, and continuing through May 1, 2019. The City and our firm would have the right to extend the contract for an additional period upon mutual agreement, and reauthorization by the Mattoon City Council. During the period of the agreement, each party shall have the right to terminate this agreement, without cause, upon thirty (30) days written notice to the other party. The City would not be under any obligation to provide health insurance benefits to any member of our firm during the time this agreement is in effect.

It is a great honor for us to represent the City of Mattoon. On behalf of my entire firm, we look forward to working with you, and the Mayor, City Council, and other City employees.

Very truly yours,

A handwritten signature in black ink that reads "Dan Jones". The signature is written in a cursive style with a large initial "D" and a stylized "J".

Daniel C. Jones

DCJ/ag

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2017-1659

AN ORDINANCE RATIFYING THE EMPLOYMENT AGREEMENTS OF DEAN BARBER, DAVE BASHAM, JEFFREY M. BRANSON, ANGELIA D. BURGETT, KYLE GILL, KEVIN HAMILTON, BRIAN P. JOHANPETER, SEAN JUNGE, ANTHONY NICHOLS, SUSAN O'BRIEN, GLEN SLOAN, KURT STRETCH, JASON TAYLOR, AND BETH WRIGHT FOR MANAGERIAL POSITIONS

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

Section 1. The City Council hereby approves an Employment Agreements with:

Dean Barber for the position of Public Works Director; and
Dave Basham for the position of Water Treatment Plant Superintendent, and
Jeffrey M. Branson for the position of Police Chief; and
Angelia Burgett for the position of Director of Arts & Tourism, and
Kyle Gill for the position of City Administrator, and
Kevin Hamilton for the position of Public Works Superintendent, and
Brian Johanpeter for the position of Information Technology Director, and
Sean Junge for the position of Assistant Fire Chief; and
Anthony Nichols for position of Fire Chief; and
Susan O'Brien for the position of City Clerk, and
Glen Sloan for the position of Waste Water Treatment Plant Superintendent, and
Kurt Stretch for the position of Parks and Recreation Director, and
Jason Taylor for the position of Deputy Police Chief; and
Beth Wright for the position of Finance Director & City Treasurer,

a copy of which is attached hereto and incorporated herein 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 _____, 2017, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

Approved this _____ day of _____, 2017.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

Dan C. Jones, City Attorney

Recorded in the Municipality's Records on _____, 2017.



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

April 28, 2017

Mr. Dean Barber
7735 W. Country Club Road
Mattoon, IL 61938

RE: Employment Agreement with City of Mattoon

Dear Mr. Barber:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Public Works Director are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. Your employment with the City will be "at will" and may be terminated with or without cause at any time by a majority vote of the City Council. If the termination is without cause, the Council will provide severance pay equivalent to the value of three months salary and deferred compensation. You may resign at any time subject only to a requirement of one month's notice to the Council. These termination provisions are contractual and supersede any

other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other employees.

Salary. You will receive a \$100,540.63 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Deferred Compensation. You may contribute any amounts, allowable by law, in your sole discretion, to any of the City of Mattoon Deferred Compensation Plans. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities.

Vehicle. You will use a personal vehicle for the business of the City. You will be reimbursed at the rate per mile in accordance with Internal Revenue Service rules governing the reimbursement of such expenses.

Vacation. You will receive three weeks vacation each year, accrued biweekly.

Other Employment Benefits. You currently receive three weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Communications Equipment. The City will reimburse you \$100 per month for cellular phone and associated data services associated with your position as Public Works Director.

Professional Development. The City will budget and pay for your membership dues to the American Public Works Association and American Water Works Association. In addition, the City will pay for up to 40 hours per year of continuing professional education so long as that education is directly related to your duties as Public Works Director.

Performance Evaluation. Your Commissioner and the City Administrator will conduct a review of your performance every year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle M. Gill

City Administrator

ACCEPTANCE

I, Dean Barber, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Dean Barber

City of Mattoon, Illinois
Job Description

Title: Public Works Director
Classification: FLSA Exempt
Immediate Supervisor: City Administrator
Departmental Commissioners: Streets & Public Improvements; Public Property
Compensation Range: Commensurate with Qualifications & Experience

POSITION SUMMARY:

To organize, lead and coordinate activities and operations of the several units of the Department of Public Works, including the Water, Sewer, Street, Buildings & Grounds, Street Lighting, Traffic Control Devices, Sidewalk, Parking Lot and Equipment Maintenance. This employee oversees the procurement, construction, maintenance and operation of equipment, facilities and related electrical and mechanical systems. The Public Works Director is responsible for formulating major department policies, for planning long-term programs, for resolving difficult administrative problems and for managing departmental budgets. The Director's position is primarily administrative in nature and will focus on overall departmental coordination and will delegate authority for day-to-day operations and performance to departmental superintendents. Broad policy direction is received from the City Administrator and members of the City Council, who hold the Director responsible for the effectiveness of departmental programs.

ESSENTIAL DUTIES:

Guides and supervises departmental superintendents and support staff on problems relating to the activities of the department: recommends and administers policies and procedures.

Oversees and participates in the development of a fleet management program that will identify the best time to repair or replace equipment to gain maximum use at minimum cost.

Negotiates and drafts agreements and contracts with consultants, contractors and other governmental agencies for capital improvement projects.

Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.

Formulates capital improvements plans, prepares and justifies departmental budget requests.

Participates in exploring grant opportunities and formulating applications for grant funding.

Helps formulate city ordinances pertaining to departmental operations.

Responds to and resolves difficult and sensitive citizen inquires and complaints regarding capital improvement projects; provides final decisions on variances to City standards and approves the use of new materials and methods.

Manages the preparation of engineering plans and specifications, bidding, selection of contractors and vendors. Oversees projects to ensure contractor compliance with plans, specifications, time and budget parameters for projects.

Participates in the review of plans for private development projects for compliance with codes, regulations and standards, adequacy of permit applications and compliance with approved plans.

Updates and maintains "as built" record plans for sanitary sewer, water, storm drainage, street systems, buildings and facilities owned by the city.

Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes and work cooperatively to provide quality customer services.

Represents the Public Works Department to other departments, elected officials and outside agencies; coordinates assigned activities with those other departments and outside agencies and organizations.

Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public works and capital improvements.

Perform related duties and responsibilities as required.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Civil engineering principles, practices and methods as applied to municipal government operations, construction and maintenance;
- Principles and practices of capital improvement project management and coordination;
- Effective management principles and techniques
- Methods and techniques of contract negotiation and administration;
- Mechanical and electrical systems;
- Public works equipment use, repair and maintenance;
- Federal, state and local laws affecting departmental operations;
- Human resource administration and municipal government financial management.

Skill in:

- Trades associated with public works maintenance, repair, alteration, and construction of facilities and fixtures.

Ability to:

- Organize, direct and coordinate the activities of several operating divisions;
- Develop and administer departmental goals, objectives and procedures;

- Develop long term plans and to formulate major policies on complex technical and administrative problems;
- Delegate authority and responsibility;
- Communicate clearly and concisely, both orally and in writing;
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals;
- Act as a mentor to supervisors and their work with lesser skilled employees.
- Establish and maintain effective working relationships with those contacted in the course of work.

QUALIFICATIONS:

Requires a bachelor's degree in civil engineering or closely related field; professional engineer certification and six years of increasingly responsible public works administration or civil engineering experience with at least three years in supervisory position.

SPECIAL REQUIREMENTS:

Must possess or be able to obtain and maintain an Illinois Class D Drivers License.

Must possess or be able to obtain and maintain certification as a Professional Engineer in the State of Illinois.

An employee in this job classification is required to assure that employees supervised use appropriate safety equipment and safety procedures.

PERFORMANCE EVALUATIONS:

An employee's performance is measured in accordance with the specifications of this job description. This job description is subject to change by the employer as needs of the employer and the requirements of the job change.

MATTOON

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

April 28, 2017

Mr. Dave Basham
809 N. 19th Street
Mattoon, IL 61938

RE: Employment Agreement with City of Mattoon

Dear Mr. Basham:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Water Treatment Plant Superintendent are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. Your employment with the City will be "at will" and may be terminated with or without cause at any time by a majority vote of the City Council. If the termination is without cause, the Council will provide severance pay equivalent to the value of three months salary and deferred compensation. You may resign at any time subject only to a requirement of one month's notice to the Council. These termination provisions are contractual and supersede any

other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other employees.

Salary. You will receive a \$76,884.01 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Deferred Compensation. You may contribute any amounts, allowable by law, in your sole discretion, to any of the City of Mattoon Deferred Compensation Plans. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Vehicle. You will be furnished a city vehicle in good mechanical condition which shall be owned and regularly maintained by the municipality for the conduct of City business. Said vehicle shall not be allowed to have an appearance which would cause embarrassment to the City of Mattoon. Personal use of a city vehicle is not allowed.

Other Employment Benefits. You currently receive five weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Communications Equipment. The City will reimburse you \$50 per month for cellular phone services associated with your position as Water Treatment Plant Superintendent.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for a reasonable number of hours per year of continuing professional education so long as that education is directly related to your duties as Water Treatment Plant Superintendent.

Performance Evaluation. Your Commissioner and the Public Works Director will conduct a review of your performance every year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle M. Gill

City Administrator

ACCEPTANCE

I, Dave Basham, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Dave Basham

City of Mattoon, Illinois

Job Description

Title: Water Treatment Plant Superintendent
Classification: FLSA Exempt
Compensation Range: Defined by Employment Agreement

POSITION SUMMARY:

This is a skilled, technical, and supervisory/managerial position in the operation and maintenance of the City-owned Water Treatment Plant. This position is responsible for assuring all requirements imposed by State and Federal agencies are met and to ensure all activities necessary to maintain and operate the City facility efficiently. This position is subject to on-call status.

An employee in this position is responsible for assessing all operational needs of the mechanical and biological processes to assure this facility is operational and in good repair while remaining in compliance with all regulatory agency regulations. This position is responsible for determining and instituting operational changes that will assure or improve plant performance and compliance. Maintaining all plant equipment and a property is an essential responsibility of this position. This position operates with relative independence in planning and carrying out daily activities so it requires considerable initiative and judgment in prioritizing work with general supervision from the Public Works Director.

ESSENTIAL DUTIES

- Provides direct supervision of all water treatment plant staff
- Maintains and organizes water treatment plant bills and communications
- Monitors water quality, and water sampling for bacteria and chemicals
- Monitors the pumpage of finish water to the distribution system
- Monitors water levels in the water towers
- Oversees all chemical inventories and replacement of chemical inventories
- Prepares variety of water quality reports, chemical usage reports, and NPDS reports
- Prepares City reports of chemicals used and pumpage usage as well as other reports
- Oversees lake water quality and pump house/chemical feed system
- Interacts and negotiates with outside contractors
- Plans and prioritizes operational and maintenance functions
- Researches suppliers and orders parts, tools, and supplies while adhering to City purchasing policies
- Assists in interviews and recommends hiring of staff
- Interacts with public in response to all citizen requests
- Determines, assigns, and directs employee workloads
- Schedules and logs daily staff assignments
- Assists in formulating annual budget for water treatment plant functions
- Time accounting
- Time off approval for all employees

- Manage personnel training program for safety and proficiency training programs
- Promotes safe work habits and adherence to city safety policies
- Recommend and assist in the implementation of goals and objectives

QUALIFICATIONS

Knowledge of:

- Materials, methods, tools, and equipment used in construction, operation, and maintenance of water treatment plant
- Principles of management and supervision.
- Report writing techniques.
- Basic municipal accounting and budgeting practices.
- Safety principles, practices, and procedures.

Ability to:

- Plan, organize, assign, and supervise the work of water treatment plant operators.
- Analyze water treatment plant maintenance and equipment maintenance operations, and recommend improvements.
- Establish cooperative public relations with employees, contractors, the general public, and officials of other government agencies.
- Estimate job costs and keep neat and accurate records.
- Ability to use spreadsheet and word processing computer programs.
- Work with other Public Works managers to plan and coordinate personnel and equipment assignments.

PHYSICAL DEMANDS AND OCCUPATIONAL EXPOSURES:

This job requires the employee to stand, walk, to use hands and fingers, to handle, feel or operate objects, tools or controls and to reach with hands and arms. This employee is required to sit, climb and balance; to stoop, kneel, crouch and crawl and to talk and hear. The job requires visual acuity, depth perception and color vision. There is an occasional requirement to lift and/or move up to 50 pounds. The noise level in the work environment is generally noisy.

EXPERIENCE AND EDUCATION

Any combination of experience and education that would likely produce the qualifying knowledge and ability. A typical combination is:

Experience:

Ten years of increasing responsibility in maintenance of water treatment plant management, or any equivalent combination of training and experience which provides the necessary knowledge, skills, and abilities and other Public Works activities, three years of which were in an administrative or supervisory capacity.

Education:

Completion of two to four years of college or the equivalent.

SPECIAL REQUIREMENTS:

Must possess a Class A Water Operators License.

Must possess or able to obtain and maintain an Illinois Class D Drivers License.

PERFORMANCE EVALUATIONS:

An employee's performance is measured in accordance with the specifications of this job description. This job description is subject to change by the employer as the needs of the employer and the requirements of the job change.

MATTOON

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

April 28, 2017

Mr. Jeffrey M. Branson
10720 E Co Rd 550 N
Lerna, IL 62440

RE: Employment Agreement with City of Mattoon

Dear Mr. Branson:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Police Chief are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. You may be removed or discharged from your position as Chief of Police in accordance with the procedures specified by 65 ILCS 5/10-2.1-4. In such case, only the Police Commissioner shall file with the City Council the reasons for such removal or discharge, which removal or discharge shall not become effective unless confirmed by three-fifths (3/5) majority vote of the full City Council. You may resign at any time subject only to a requirement of one

month's notice to the Council. These termination provisions are contractual and supersede any other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other employees.

Salary. You will receive a \$92,956.31 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Retirement. The City will provide a defined retirement benefit for you with the Policemen's Pension Fund. You will contribute an amount defined by state statute by Payroll Deduction to the Policemen's Pension Fund.

Vehicle. You will be provided a vehicle which shall be owned and regularly maintained by the City for conducting the business of the City. Said vehicle shall not be allowed to have an appearance which would cause embarrassment to the office of the Chief of Police or to the City of Mattoon. Reasonable personal use of a vehicle owned by the City is permissible. Regular personal use of a vehicle owned by the City is not allowed.

Other Employment Benefits. You currently receive five weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Clothing Allowance. You will receive an annual clothing allowance in the amount of \$650, which shall be paid within 30 days after May 1st in each successor fiscal year of this Agreement.

Communications Equipment. You will be furnished a cell phone, pager, and radio owned by the municipality for the conduct of City business. The operating expenses for such communication equipment shall be borne by the City.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for up to 40 hours per year of continuing professional education so long as that education is directly related to your duties as Police Chief. Additional training may be requested and must be pre-approved by the City Administrator.

Performance Evaluation. The City Council and the City Administrator will have an initial work session with you to discuss and clarify initial expectations for work objectives. Thereafter, there will be a review of your performance annually to evaluate progress toward objectives and to update objectives and strategies for the next evaluation period.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle M. Gill

City Administrator

ACCEPTANCE

I, Jeffrey M. Branson, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Jeffrey M. Branson

Mattoon Police Department

JOB DESCRIPTION / CHIEF OF POLICE

Effective Date: MAY 27, 2009

Division: Administrative

Status: Exempt

Supervision Received: Police Commissioner

Supervises: DEPARTMENT Personnel

Employment Status: Full-time

Work Hours: Varied

PERCENTAGE INVOLVEMENT

35%- Administration

19% - Fiscal Responsibility

15% - Supervision

10% - Relations with CITY Officials

10% - Community Relations

5% - Court

5% - Miscellaneous

1% - Patrol

JOB SUMMARY

The CHIEF OF POLICE is the Chief Executive Officer of the DEPARTMENT.

Manages, directs and supervises all operational and administrative units of the DEPARTMENT, maintains operational readiness of all units, disciplines, and provides leadership to personnel.

Mattoon Police Department

ESSENTIAL JOB FUNCTIONS

With or without accommodations, must be able to:

1. Get along well with local officials,
2. Have regular and predictable attendance,
3. Ensure the general safety of the public,
4. Drive emergency vehicles under stressful conditions,
5. Qualify with firearms and other offensive and defensive weapons,
6. Use physical force to control and arrest law violators,
7. Exercise rational judgment in administrative and operational decisions, and
8. Maintain the confidence and trust of the general citizenry and community leaders.

GENERAL DUTIES AND RESPONSIBILITIES

1. Carries out supervisory responsibility in accordance with CITY policies, procedures and applicable laws including: interviewing, hiring and training, planning, assigning and directing work; appraising performance; rewarding and disciplining members; addressing complaints and resolving problems.
2. Plans long-range goals, objectives, organizational structure, and overall direction for the DEPARTMENT.
3. Monitors, reviews, and communicates the implementation phases of the DEPARTMENT's strategic plans to ensure that long range goals and objectives are met.
4. Plans and implements short-term or annual goals, objectives, and strategies for the DEPARTMENT to ensure efficient organization and completion of work.
5. Plans, allocates, and monitors time, people, equipment, and other resources for the CITY to ensure efficient organization and completion of work.

Mattoon Police Department

6. Plans for the staffing needs of the DEPARTMENT, coordinates the hiring process, and is responsible for the assignment of all DEPARTMENT personnel.

7. Plans, coordinates, assigns and monitors performance and coaches, counsels, mentors, trains, and advises members in DEPARTMENT for the dual goals of meeting DEPARTMENT goals and member career development.

8. Confers with the CITY Administration to keep them informed on key issues and progress toward objectives and to gain their support and approval; makes recommendations to assist the Administration in making needed improvements.

9. Signs official and other documents to approve or ensure information adequacy, accuracy, and legitimacy.

10. Maintains and upgrades professional knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.

11. Supervises special assignments as requested, to include researching and preparing reports and projects, developing and implementing programs, and presenting technical data to administration, elected officials, and others.

12. Represents the CITY at various functions such as making speeches at civic and business associations, meeting with influential persons within the community, developers, officials, citizens, and representatives of the press, to establish goodwill and resolve/respond to issues.

13. Collects, analyzes, recommends, and reports on data concerning budget preparation, grant administration, personnel analysis, and the like.

14. Secures, justifies, and monitors use of budgetary monies and capital.

15. Operates assigned vehicle in accordance with all applicable laws and regulations.

Mattoon Police Department

MATERIAL AND EQUIPMENT USED

1. Vehicle
2. Computer
3. Protective and Safety Equipment
4. Communications Equipment
5. Firearms
6. Office and Technical Equipment

MINIMUM QUALIFICATION

1. High school diploma or GED, college preferable.
2. Meet Civil Service Commission Requirements
3. One or more years continuous experience at the rank of Commander.
4. Successful completion of a senior police executive school, such as the FBI National Academy, SPI, Northwestern University's Police Command and Staff School, as approved by the Service/Safety Director.
5. Valid ILLINOIS Driver's License

Mattoon Police Department

PHYSICAL ABILITIES

Notice: An individual who poses a direct threat to the health and safety of others in the workplace will be deemed not qualified for this position.

With or without accommodations, the incumbent must have the:

1. Ability to see and accurately identify and distinguish between colors,
2. Ability to accurately identify and distinguish between the smell of different materials, or chemicals,
3. Possess good hearing in order to hear sirens, alarms, the human voice, and to accurately identify and distinguish between inputs from short or long ranges, and clearly hear radio messages,
4. Possess an audible voice for in-person and radio communications,
5. Possess sufficient body strength in order to perform normal duties of the position, and
6. Ability to sit, stand, stoop and bend, and walk about.

REQUISTE JOB KNOWLEDGE

1. Principles and practices of police operations and administration management theory and techniques.
2. Criminal, civil liability and constructional law.

Mattoon Police Department

3. Recordkeeping, report preparation, filing methods and records management techniques.
4. Correct English usage, including spelling, grammar, punctuation, and vocabulary.
5. Basic and advanced budgetary principles and practices.
6. Administration principles and practices, including goal setting and program budget development and implementation.
7. Administration of staff and activities, either directly or through subordinate supervision.
8. Applicable state, federal local, and DEPARTMENT laws, ordinances, rules and regulations.

REQUISTE SKILLS

1. Using tact, discretion, initiative and independent judgment within established guidelines.
2. Analyzing and resolving office administrative situations and problems.
3. Researching, compiling, and summarizing a variety of informational and statistical data and materials.
4. Organizing work, setting priorities, meeting critical deadlines, and following up assignments with a minimum of direction.
5. Communicating clearly and effectively, orally and in writing.
6. Planning, organizing, assigning, directing, reviewing and evaluating the work of staff.

Mattoon Police Department

7. Selecting and motivating staff and providing for their training and professional development.

8. Preparing clear and concise reports, correspondence, and other written materials.

REQUISTE MENTAL ABILITIES

1. Ability to maintain required certifications.

2. Ability to read and interpret documents such as ILLINOIS Criminal and Traffic Codes, Contracts, member Bargaining Agreements, Legal Rulings, safety rules, procedure manuals, and so forth.

3. Ability to write reports, correspondence, procedure manuals.

4. Ability to speak effectively before groups of members and public groups and respond to questions.

5. Ability to read, analyze and interpret professional periodicals and journals, technical procedures and government regulations.

6. Ability to add, subtract, multiply and divide whole numbers, common fractions and decimals.

7. Ability to compute ratios and percentages and interpret bar graphs.

8. Ability to work with mathematical concepts such as probability and statistical inference.

9. Ability to interpret a variety of instructions in written, oral, diagram or schedule form.

10. Ability to define problems, collect data, establish facts and draw valid conclusions.

Mattoon Police Department

11. Ability to perform essential job functions of the Police Officer class specification when necessary.

WORK CONDITIONS

1. While performing the essential functions of this position the member is occasionally exposed to outdoor weather conditions.

2. While performing the essential functions of this position the member is occasionally exposed to work near moving mechanical parts, work in high precarious places, fumes or airborne particles, toxic or caustic chemicals, and supervises calls dealing with explosives.

3. Occasional exposure to unknown and dangerous conditions such as intoxicated or violent arrestees, and life-threatening situations such as armed and/or violent arrestees.

4. May be exposed to unknown health conditions due to contact with individuals with contagious or communicable diseases.

5. The incumbent's working conditions are typically moderately quiet.

6. During emergency or training, working conditions may be moderately loud.

1. NOTE: This class specification should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this class. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the American with Disabilities Act (ADA) . Reasonable accommodations for the specific disability will be made for the incumbent/applicant when possible.

MATTOON

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

April 28, 2017

Mrs. Angelia Burgett
812 1st Street
Charleston, IL 61920

RE: Employment Agreement with City of Mattoon

Dear Mrs. Burgett:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Tourism and Arts Director are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. Your employment with the City will be "at will" and may be terminated with or without cause at any time by a majority vote of the City Council. If the termination is without cause, the Council will provide severance pay equivalent to the value of three months salary and deferred compensation. You may resign at any time subject only to a requirement of one month's notice to the Council. These termination provisions are contractual and supersede any

other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other employees.

Salary. You will receive a \$53,529.42 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Deferred Compensation. You may contribute any amounts, allowable by law, in your sole discretion, to any of the City of Mattoon Deferred Compensation Plans. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Vehicle. You will use a personal vehicle for the business of the City. You will be reimbursed at the rate per mile in accordance with Internal Revenue Service rules governing the reimbursement of such expenses.

Other Employment Benefits. You currently receive three weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Communications Equipment. The City will reimburse you \$100 per month for cellular phone and associated data services associated with your position as Tourism and Arts Director.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for a reasonable number of hours per year of continuing professional education so long as that education is directly related to your duties as Tourism Director.

Performance Evaluation. Your Commissioner and the City Administrator will conduct a review of your performance every year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien
City Clerk

Kyle M. Gill
City Administrator

ACCEPTANCE

I, Angelia Burgett, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Angelia Burgett

**City of Mattoon, Illinois
Job Description**

Title: Director of Arts & Tourism
Classification: Exempt
Compensation Range: Defined by Employment Agreement

POSITION SUMMARY:

Plans, manages, coordinates and implements Mattoon's tourism programs and arts programming while promoting the City as a destination for visitors under general supervision of the City Administrator and the Departmental Commissioner.

DUTIES INCLUDE:

Participates in developing and implementing an overall advertising and marketing strategy for attracting tourists to Mattoon.

Participates in developing the budget for the Tourism & Festival Management and Arts Council Funds with revenues received from but not exclusive to Hotel & Motel Taxes, sponsorships, contributions and gate fees in consultation with the Tourism Committee, Arts Council, and Festival Management Committees. Manages and monitors the budget for Tourism & Festival Management and Arts Council Funds and provides monthly reports.

Chairs and a serves as principle staff for the Tourism and Festival Management Advisory Committees.

Recruits and supervises regular part-time staff to produce Special Tourism and Arts Events.

Performs public relations and publicity functions for the tourism and arts program including originating news items, newspaper articles, stories, radio and television bulletins and scripts for local and regional media and travel/hospitality publications.

Serves as project manager for developing production and placement of regional and local promotional campaigns, including promotional brochures, information products, etc. as well as supervises such materials as related to the arts.

Develops advertising and promotional relationships with agencies in the tourism and hospitality industry,

Serves as the City's liaison to the Chamber of Commerce, Midtown Redevelopment Committee, Depot Renovation Committee, the City of Charleston, and other organizations partnering with the city to promote attractions.

Serves as the liaison to conventions and conferences in Coles County, service clubs, specialized tour groups, schools and others interested in visiting and learning more about the City of Mattoon.

Identifies prospective markets, follows up on initial contacts and maintains communications.

Negotiates grant and advertising contracts and promotional packages for the city.
Prepares weekly tourism and arts newsletter for distribution and posting on the city website.

Prepares and analyzes market surveys and research designed to evaluate the effectiveness of the city's tourism and arts programming.

Coordinates attendance at trade shows, develops volunteer staff to conduct tours and to set up displays and staff display booths when needed.

Prepares presentations and speaks to outside groups interested in learning more about Mattoon, acts as representative for the city.

Provides oversight of the management and use of the Mattoon Depot Community Room and office space, including scheduling, office hours, purchase of supplies etc. in conjunction with the Arts Coordinator.

Performs other related duties as assigned.

KNOWLEDGE, SKILLS, ABILITIES:

Knowledge of hospitality industry policies and procedures, contacts and publications, marketing, advertising, copy writing, media buying and media placement, video script writing, journalism and publicity.

Skill in the use of word processors, spreadsheets, web pages and desktop publishing software.

Ability to:

- Develop marketing plans.
- Design market research questionnaires.
- Prepare and monitor budgets
- Develop advertising copy and video scripts.
- Negotiate cost-effective media purchases.
- Organize, analyze and interpret data and to establish data collection procedures.
- Research, prepare and present comprehensive written and oral reports.
- Communicate effectively both orally and in writing to a variety of audiences.
- Establish and maintain effective working relationships with city staff, other agencies and the public.
- Complete projects within established schedule.
- Perform tasks that require stooping, kneeling, visual acuity, depth perception and color vision.

WORKING CONDITIONS:

Work involves statewide travel, setting up displays and attending trade shows.

QUALIFICATIONS:

Bachelor's Degree in Advertising, Public Relations, Journalism, Marketing or Public Administration and three years experience coordinating tourism programs. Any equivalent combination of training and experience, which provides the required knowledge, skills, and abilities.

SPECIAL REQUIREMENTS:

- Possession of a valid Illinois Class D Drivers License.
- Requires weekend, evening, and holiday work.

MATTOON

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

April 28, 2017

Kyle M. Gill
2684 N County Road
Mattoon, IL 61938

Re: Employment Contract with the City of Mattoon

Dear Mr. Gill:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the City Administrator are described in the City of Mattoon Code of Ordinances Section 31.20 which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

It is recognized that you must devote a great deal of time outside the normal office hours to business of the City, and to that end you will be allowed to take compensatory time off as you shall deem appropriate during said normal office hours.

Term. This contract will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. Your employment with the City will be "at will" and may be terminated with or without cause at any time by a majority vote of the City Council at the convenience and discretion of the Council. If the termination is "without cause" and



Mayor
Tim Gover
Commissioners
Dave Cox
Sandra Graven
Rick Hall
Preston Owen

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

Interim City Administrator
Kyle Gill
City Clerk
Susan J. O'Brien
City Attorney
Janett Winter-Black
Finance Director & Treasurer
Beth Wright

MATTOON

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before the expiration of the aforesaid term of employment and during such time that you are willing and able to perform your duties, the Council will provide severance pay equivalent to the value of six months' salary and accrued benefits to which you are entitled. You may resign at any time subject only to a requirement for ninety days' written notice to the Council if you have taken a position as an Administrator/Manager in another community. Otherwise, you shall give the City sixty days' written notice. These termination provisions are contractual and supersede any other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other city employees. The provisions of the City of Mattoon Personnel Code do not apply to the position of City Administrator.

The City shall provide three (3) month's pay at the end of the contract period as a lump sum into an escrow account only to be released by you if you are not retained by the City as the City Administrator. In the event you are retained by the City, the funds in the account will automatically revert to the City on the effective date of the new contract between you and the City. In the event a new contract is not executed within thirty (30) days following the expiration of this contract, the funds in the account will be paid to you. Such funds will be paid to you on or before June 30, 2021.

Salary. You will receive a \$103,935.00 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

The City shall not at any time during your term of employment reduce your salary, except in conjunction with an across-the-board reduction for employees of the City.

Leave of Absence. The City agrees to grant you a leave of absence from your duties as Community Development Coordinator for the period of May 2, 2017 through May 4, 2021 of this contract. The City agrees not to fill the Community Development Coordinator position with a regular full-time employee, but would accept designation of a Building Inspector and Planning/Zoning Official to serve until May 4, 2021 or until you return to the Community Development Coordinator position, whichever is sooner.

Upon acceptance of resignation from you or the City's termination of you while serving in the position of City Administrator on or before May 4, 2021, as defined in this contract, you shall return without recourse to your position as Community Development Coordinator at a minimum annual salary of Sixty-Four Thousand Dollars (\$64,000),



Mayor
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Commissioners
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Preston Owen

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provided however that in the event the City terminates your contract as a result of any illegal acts which are directly related to the carrying out of the terms and conditions of this contract the requirements set for in this section providing for your right to return to Community Development Coordinator shall be deemed waived and you shall be terminated from all positions held by the City.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your annual salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive medical, dental, income disability, life insurance and worker compensation benefits equivalent to benefits provided to other city employees. Any payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities.

Vehicle. You will use a personal vehicle for the business of the City. You will be reimbursed at the rate per mile in accordance with Internal Revenue Service rules governing the reimbursement of such expenses.

Communications Equipment. The City will reimburse you \$100 per month for cellular phone and associated data services associated with your position as City Administrator.

Vacation. You shall accrue, and have credited to your personal account, five weeks' vacation each year, accrued biweekly.

Other Employment Benefits. You currently receive five weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Professional Development. The City will budget and pay for your professional dues and subscriptions in professional organizations necessary and desirable for professional growth and for the good of the City as approved by the City Council.



Mayor
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Commissioners
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The City hereby agrees to budget for and pay for your travel and subsistence expenses for a reasonable number of professional and official travel, meetings, and occasions necessary to adequately pursue professional development and official City functions.

The City recognizes that certain job-related expenses are incurred by you and agrees to pay or reimburse such reasonable and necessary expenses as approved by the City Council.

Performance Evaluation. The City Council will conduct an initial work session with you to discuss and clarify initial expectations for your work objectives and strategies. The City Council will conduct a review of your performance every year, during the budget process to evaluate progress towards goals and objectives, and to update strategies for the next evaluation period.

Indemnification. In addition to that required under state and local law, the City shall defend, save harmless and indemnify you against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of your duties as City Administrator, except that the City shall not be liable to defend, save harmless, and indemnify you against any willful or wanton misconduct. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Timothy D. Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.



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

CITY OF MATTOON

ATTEST:

Timothy D. Gover
Mayor

Susan J. O'Brien
City Clerk

ACCEPTANCE

I, Kyle M. Gill, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Kyle M. Gill



Mayor
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**CITY OF MATTOON CODE OF ORDINANCES § 31.20 - CITY
ADMINISTRATOR**

(A) *Position established.* There is hereby created the office of City Administrator pursuant to enabling statutory authority provided at ILCS Ch. 65, Act 3, § 3.1-30-5 and ILCS Ch. 65, Act 5, § 4-5-1 *et seq.*

(B) *Appointment.* The Mayor with the advice and consent of the City Council shall appoint the City Administrator. The person appointed by the Mayor to the position of City Administrator shall be nominated solely on the basis of his or her training, executive and administrative qualifications and experience in the administration of municipal government. His or her background and experience shall be consistent with a job description adopted by the City Council. The person selected to be appointed by the Mayor shall be appointed without regard to race, sex, national origin, religion or any other illegal discriminatory factor. The persons who have held the position of Mayor or have been a member of the City Council, within one year prior to the appointment of the City Administrator, are hereby deemed not qualified and shall not be appointed by the Mayor to the City Administrator position.

(C) *Tenure of office.* The term of the office of the City Administrator shall be coterminous with the term of the Mayor appointing the City Administrator. The City Council and the City Administrator may enter into an agreement with respect to other terms and provisions of employment and may provide for salary, salary adjustments, fringe benefits, severance provisions and payment, and other remuneration and benefits of office.

(D) *Bond and oath.* Before entering upon the duties of office, the City Administrator shall furnish a surety bond in the amount of \$50,000 to be approved by the City Council. Said bond to be conditioned upon the faithful performance of his or her duties. The city shall pay the premium of the bond. Before entering upon the duties of office, the City Administrator shall take and subscribe to any oath prescribed by the statutes of the State of Illinois.

(E) *Compensation.* The City Administrator shall receive compensation in such amount and manner, as the Council shall affix from time to time by ordinance or resolution and by agreement.

(F) *Powers and duties.*

(1) The City Administrator shall be, pursuant to ILCS Ch. 65, Act 5, § 4-5-2, the Chief Administrative Officer of each the following Departments:

(a) Department of Public Affairs

(b) Department of Accounts and Finance

(c) Department of Public Health and Safety;

(d) Department of Streets and Public Improvements; and

(e) Department of Public Property

(2) The City Administrator shall perform administrative and executive functions with respect to the foregoing Departments with due regard to the powers and duties granted to the City Council pursuant to ILCS Ch. 65, Act 5, § 4-5-2.

(3) Except for the City Attorney, Treasurer and City Clerk, the City Administrator shall have the power to appoint and remove all city employees with the advice and consent of the City Council. All decisions to appoint and remove employees shall be consistent with the policies established by the City Council, applicable statutes of the State of Illinois and the United States of America, valid labor agreements, and consistent with the principles of good municipal administration and due process of law.

(4) The City Administrator shall attend all meetings of the City Council. The City Administrator shall act as a staff officer to the City Council and shall advise the City Council with respect to all matters of municipal administration.

(5) The City Administrator shall be responsible for directing the enforcement of all laws and ordinances of the city.

(6) The City Administrator shall serve as the Chief Financial Officer and Budget Officer of the city as provided in ILCS Ch. 65, Act 5, § 8-2-9.1 *et seq.* and shall propose an annual budget and capital expenditure program for consideration and adoption by the City Council.

(7) The City Administrator shall, not less frequent than on an annual basis, report to the City Council with respect to the financial and fiscal affairs of the city.

(8) The City Administrator shall make regular reports to the City Council with respect to the operation of city departments.

(9) The City Administrator shall be responsible for the procurement of all goods and services necessary for the operation of the city.

(10) The City Administrator shall be the person chiefly responsible for human resources of the city and shall be the primary contact person between the city and all representatives of bargaining units representing employees of the city. The City Administrator shall advise the City Council with respect to human relations, personnel matters and negotiations for collective bargaining agreements. The City Council may employ attorneys or other persons to conduct negotiations with bargaining units representing city employees.

(11) The City Administrator shall perform all other executive and administrative duties not specifically enumerated herein with due regard to the executive, administrative and legislative powers granted to the City Council pursuant to ILCS Ch. 65, Act 5, § 4-5-2.

(12) The City Administrator serve as Chair of the Economic Development Revolving Loan Fund Advisory Committee.

(G) *Acting City Administrator.* The City Administrator, with the approval of the Mayor and City Council, may appoint an Acting City Administrator to act during the absence or disability of the City Administrator to carry out the functions and duties of the City Administrator. The Acting City Administrator shall be selected from among the departmental directors or superintendents of the City, unless an Assistant City Administrator position has been approved and monies appropriated therefor.



April 28, 2017

Kevin Hamilton
813 N. 31st Street
Mattoon, IL 61938

RE: Employment Agreement with City of Mattoon

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Public Works Superintendent are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the Mayor and the City Council through May 4, 2021. It may be amended and/or extended by the Mayor and City Council at that time.

Termination. Your employment with the City will be "at will" and may be terminated with or without cause at any time by a majority vote of the City Council. If the termination is without cause, the Council will provide severance pay equivalent to the value of three months' salary. You may resign at any time subject only to a requirement of one month's notice to the Council. These termination provisions are contractual and supersede any other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other employees.

Salary. You will receive a \$73,902.50 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Deferred Compensation. You may contribute any amounts, allowable by law, in your sole discretion, to the City of Mattoon Deferred Compensation Plan with the ICMA Retirement Corporation Deferred Compensation Plan. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Other Employment Benefits. You currently receive five weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Communications Equipment. You will be furnished an appropriate cell phone and/or Personal Display Assistant (PDA) with both voice and data capabilities service.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for a reasonable number of hours per year of continuing professional education so long as that education is directly related to your duties as Public Works Superintendent.

Performance Evaluation. The Public Works Director will conduct a review of your performance each year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle Gill

City Administrator

ACCEPTANCE

I, Kevin Hamilton, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Kevin Hamilton

Position Description for Public Works Superintendent

This position description is intended to describe the general nature and level of work being performed by a person assigned to this position. It is not intended to be construed as an exhaustive list of all duties, responsibility, and authority required of this position.

I. Classification: Managerial, Regular Full-Time position

II. General Nature of Work

- A. The person in this position is responsible for assessing all operational and maintenance needs for the functions associated with the City's water, wastewater, storm water, and lighting utility systems city-owned trees and yard waste, and the functions associated with the care and repair of the City's streets, alleys, and by ways. The person will supervise city employees to carry out these responsibilities. The person will divide the labor force to most efficiently handle the seasonal work load of all Public Works Labor Pool functions. The person will assist in budgeting and long-term planning for those functions. The person operates with relative independence of action in planning and carrying out daily activities. Thus, it requires considerable initiative and judgment in prioritizing work. Duties are performed under the supervision of the Public Works Director.
- B. The person in this position is subject to on-call status and after hour call-outs for storm and other emergencies that may affect the City's infrastructure.
- C. The person in this position will manage, and be assisted by, an administrative assistant who will handle time entry, coding of bills, and answering of phone calls. The person in this position will also manage and be assisted by the Public Works Technician who will provide technical assistance with planning and carrying out the work. The Technician will also manage the Labor Pool workers when the Public Works Superintendent is absent.

III. Special Nature of Work

- A. In this position, an employee will frequently be privy to confidential information which may, if put into effect, impact the general public, specific individuals, or a private enterprise in regard to criminal or civil matters. Information of this type will often be in the form of a confidential discussion concerning procedural options, which may or may not be put into effect. Because of the sometimes confidential nature of this position, it is imperative that an employee in this position maintain the utmost confidence of the Public Works Director.
- B. This position involves considerable contact with the citizens of Mattoon. As such, the person holding this position must be able to give and receive information in a considerate manner. The holder of this position must also be able to receive requests for service in a polite manner and if possible resolve the request on his own authority or refer the matter to the Director of Public Works.

IV. Examples of Duties

The person in this position will use technical and supervisory skills to ensure the proper and efficient operation and maintenance of public works infrastructure, including:

- A. Road and alley driving surface maintenance
- B. Sidewalks, curbs, gutters and inlets
- C. Ditches, and city-owned storm water detention facilities
- D. Street and city-owned parking lot signage

- E. Right-of-way and city property mowing
- F. Leaf and limb collection
- G. City vehicle maintenance and fleet planning
- H. Potable water distribution piping, meters, valves and hydrants
- I. Potable water pumping stations
- J. Sanitary sewer infrastructure including manholes
- K. Storm sewer infrastructure
- L. Underground utility locating
- M. Right-of-way trees and yard waste site and material handling
- N. Street lighting and traffic signals maintenance and repair
- O. Snow removal operations
- P. Manage labor pool personnel including time keeping, discipline, and grievances
- Q. Supervises and trains assigned personnel
- R. Develops and maintains a preventive maintenance program
- S. Sets priorities for operational and maintenance functions
- T. Monitors budgetary progress throughout year
- U. Responsible for all necessary operational and maintenance records for the facilities.
- V. Recommends specifications and assists with bid preparations and evaluations
- W. Maintains an adequate spare parts inventory
- X. Researches suppliers and orders parts, tools, and supplies while adhering to City purchasing policies
- Y. Promotes safe work habits and adherence to city safety policies

V. Desirable Knowledge, Skills, and Abilities

- A. Ability to work within established guidelines with little supervision and the ability to coordinate various activities and projects with changing priorities
- B. Ability to maintain good records and to use spreadsheet and word processing computer programs
- C. Possess mechanical abilities necessary to maintain mechanical equipment along with the ability to coordinate repairs with operational needs
- D. Ability to establish and maintain effective working relationships with assigned personnel, other City employees, the public, engineers, and contractor's personnel using good written and oral communication skills
- E. Ability to establish and maintain effective working relationships with employees, other areas of public works, and the general public

VI. Education, Training, and Experience

- A. High School diploma or equivalent

- B. A minimum of eight years of increasing responsibility in construction and maintenance of street and associated infrastructure items and other Public Works activities, three years of which were in an administrative or supervisory capacity.

VII. Essential Functions and Qualifications

These essential items are considered "Conditions of Employment". Failure to have or maintain these essential functions and qualifications may result in termination from this specific position.

- A. Must possess and maintain an Illinois Class D Drivers License, along with the ability to operate motor vehicles and heavy equipment contained in the Public Works inventory.
- B. Ability to perform tasks which require climbing, balancing, stooping, kneeling, crouching, crawling, and visual acuity near and far.
- C. Must satisfy a police check that reveals no past criminal activity and no history of misdemeanor convictions that may indicate anything but the highest level of personal integrity and sobriety.
- D. No history of inability to meet just obligations. Inability to meet just obligations may, among other things, be indicated by bad debt letters and orders requiring garnishments from pay due to bad debts.
- E. Ability to have hearing to allow distinguishing incoming phone and radio information accurately and rapidly and an ability to be easily understood over the radio and phone lines, in regard to clear pronunciation.
- F. Have the ability to respond to emergency conditions as they may arise.

MATTOON

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

April 28, 2017

Mr. Brian Johanpeter
2620 Prairie Avenue
Mattoon, IL 61938

RE: Employment Agreement with City of Mattoon

Dear Mr. Johanpeter:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Information Technology Director are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. Your employment with the City will be "at will" and may be terminated with or without cause at any time by a majority vote of the City Council. If the termination is without cause, the Council will provide severance pay equivalent to the value of three months salary and deferred compensation. You may resign at any time subject only to a requirement of one month's notice to the Council. These termination provisions are contractual and supersede any

other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other employees.

Salary. You will receive a \$75,291.84 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Deferred Compensation. You may contribute any amounts, allowable by law, in your sole discretion, to any of the City of Mattoon Deferred Compensation Plans. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive worker compensation, income disability, and life insurance benefits equivalent to benefits provided to other city employees. At this time, the City will not provide medical, prescription drug, dental, vision, or hearing benefits for you or your dependents since you have made arrangements independent of the City for this type of insurance coverage. However, the option to retain said medical-related insurance will remain open to you should you have need for it in the future.

Vehicle. You will use a personal vehicle for the business of the City. You will be reimbursed at the rate per mile in accordance with Internal Revenue Service rules governing the reimbursement of such expenses.

Other Employment Benefits. You currently receive four weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Communications Equipment. You will be furnished an appropriate cell phone and/or Personal Display Assistant (PDA) with both voice and data capabilities service.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for a reasonable number of hours per year of continuing professional education so long as that education is directly related to your duties as Information Technology Director.

Third Party Vendors. With the prior approval of the City Council, and subject to limits established in the annual budget, specialized services from third party vendors may be retained as needed for specialized technology related services to assist you in fulfilling your duties.

Performance Evaluation. Your Commissioner and the City Administrator will conduct a review of your performance every year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle M. Gill

City Administrator

ACCEPTANCE

I, Brian P. Johanpeter, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Brian P. Johanpeter

**City of Mattoon, Illinois
Job Description**

Title: Information Technology Director
Classification: FLSA Exempt
Compensation Range: Defined by Employment Agreement

POSITION SUMMARY

The Information Technology Director plans, organizes, and directs the activities of staff and vendors pertaining to the acquisition, implementation, operation, maintenance, and replacement of technology related equipment and systems. The person in this position prepares reports relating to the information needs of the municipality and alternative policies for consideration by the City Council. The City Administrator and City Council prescribe policies for operations and hold the Information Technology Director responsible for the implementation and effectiveness of projects and programs approved by the City Council.

ESSENTIAL DUTIES

Monitors network connectivity hardware, servers, and network traffic and coordinates appropriate response to any network intrusions, including the effects from viruses and malware.

Formulates network back-up plans, implements and maintains back-up plans in consultation with external vendors.

Manages use of the networks, adds new users, deletes former users, maintains database of equipment inventory and software licenses.

Actively participates with the City Administrator and City Treasurer in the review of departmental budget requests for technology related equipment and systems; helps to formulate the annual "Computer Information Services" budget and plans acquisition of technology systems that will be capitalized.

Procures and supervises the distribution of computer hardware and software; reviews and approves bills for technology related systems assuring compliance with procurement specifications.

Ensures 24/7 technology support is available for the City's various operating departments and dispatches appropriate resources to resolve problems.

Represent the interests of the municipality as a contract administrator to manage work performed by external vendors.

Formulates policies for consideration by the City Council, in consultation with the City Administrator and departmental directors for maximum utilization of available financial resources through appropriate allocations of labor, equipment, contractors, and vendors.

Demonstrates continuous effort to improve operations, streamline work processes, and work cooperatively to provide quality customer service.

Serves as the primary representative for the Police Department and along with CECOM (Coles County Emergency Communication), the Coles County Sheriff, and any other county public safety agency involved, works with the vendor for implementation, operation and maintenance of a public safety records management system and related public safety data management products.

As "LEADS Technical Coordinator," assures Police Department compliance with technical aspects of LEADS/NCIC policy and procedures.

As "IWIN Coordinator," serves as the primary contact between the Police Department and the Illinois Department of Central Management Services and the IWIN (Illinois Wireless Information Network) Support Center.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of the

- Design, development, and management of computer information systems;
- Programming, information systems theory, systems analysis, database and telecommunications;
- Contracting forms, methods and techniques;
- Human resource administration; and
- Municipal government management practices and procedures.

Skills in

- Negotiations with irate employees; and
- Operating a personal computer, calculator, copy machine, word processing, spreadsheet, database, and presentation software applications.

Ability to

- Develop long-term plans and formulate major policies on complex technical and administrative problems;
- Establish and maintain effective working relationships with fellow employees;
- Work independently with minimal instruction and supervision; and
- Work with and supervise, lesser skilled employees assigned to assist with tasks.

PHYSICAL DEMANDS AND OCCUPATIONAL EXPOSURES

This job requires the employee to stand, walk, to use hands and fingers, to handle, feel or operate objects, tools or controls and to reach with hands and arms. This employee is required to sit, climb and balance, to stoop, kneel, crouch and crawl and to talk and hear. The job requires visual acuity, depth perception and color vision. There is an occasional requirement to lift and/or move up to 50 pounds. The noise level in the work environment is generally quiet.

QUALIFICATIONS

Bachelor's degree in Business, Computer Information Systems, Communication Technology, or a related field.

Three years work experience with at least two years in tasks related to this position.

PERFORMANCE EVALUATIONS

An employee's performance is measured in accordance with the specifications of this job description. This job description is subject to change by the employer as the needs of the employer and the requirements of the job change.

MATTOON

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

April 28, 2017

Mr. Sean R. Junge
1581 Paradise Road
Mattoon, IL 61938

RE: Employment Agreement with City of Mattoon

Dear Mr. Junge:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Assistant Fire Chief are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. You may be removed or discharged from your position as Chief of Fire in accordance with the procedures specified by 65 ILCS 5/10-2.1-4. In such case, only the Fire Commissioner shall file with the City Council the reasons for such removal or discharge, which removal or discharge shall not become effective unless confirmed by three-fifths (3/5) majority

vote of the full City Council. You may resign at any time subject only to a requirement of one month's notice to the Council.

Salary. You will receive a \$86,137.54 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Retirement. The City will provide a defined retirement benefit for you with the Firefighter's Pension Fund. You will contribute an amount defined by state statute by Payroll Deduction to the Firefighter's Pension Fund.

Vehicle. You will be provided a vehicle which shall be owned and regularly maintained by the City for conducting the business of the City. Said vehicle shall not be allowed to have an appearance which would cause embarrassment to the office of the Chief of Fire or to the City of Mattoon. Reasonable personal use of a vehicle owned by the City is permissible. Regular personal use of a vehicle owned by the City is not allowed.

Other Employment Benefits. You currently receive four weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Clothing Allowance. You will receive an annual clothing allowance in the amount of \$650, which shall be paid within 30 days after May 1st in each successor fiscal year of this Agreement.

Communications Equipment. The City will reimburse you \$100 per month for cellular phone and associated data services associated with your position as Assistant Fire Chief.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for up to 40 hours per year of continuing professional education so long as that education is directly related to your duties as Assistant Fire Chief. Additional training may be requested and must be pre-approved by the City Administrator.

Performance Evaluation. The City Administrator and the Fire Chief will conduct a review of your performance every year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle M. Gill

City Administrator

ACCEPTANCE

I, Sean R. Junge, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Sean R. Junge

**Mattoon Fire Department
Rules and Procedures
Job Descriptions**

The Assistant Fire Chief shall through the direction of the Fire Chief plan, direct and review activities and operations of the Fire Department, including fire suppression and prevention. The Assistant Fire Chief shall coordinate activities with other City Departments and outside agencies. The Assistant Fire Chief shall provide responsible administrative support to the Fire Chief.

All employees shall possess a valid license, issued by the State of Illinois, of the proper classification to operate all Fire Department vehicles.

Assistant Fire Chief

Duties may include, but are not limited to the following:

The Assistant Fire Chief shall receive administrative direction from the Fire Chief.

The Assistant Fire Chief shall exercise direct supervision over tasks assigned by the Fire Chief.

The Assistant Fire Chief shall assist and participate in the development of the Fire Departments goals, objectives, work plans, work activities, projects and programs.

The Assistant Fire Chief shall monitor work performance, evaluate and motivate fire personnel.

The Assistant Fire Chief shall coordinate training in regards to the Fire Departments needs and advice from the Fire Chief.

The Assistant Fire Chief shall maintain records pertaining to vehicle maintenance, equipment and training.

Assistant Fire Chief

Mattoon Fire Department Rules and Procedures

The Assistant Fire Chief shall prepare technical and administrative reports as directed by the Fire Chief.

The Assistant Fire Chief shall assume command during the absence of the Fire Chief.

The Assistant Fire Chief shall respond to alarms of fire and other emergencies as assigned by the Fire Chief.

The Assistant Fire Chief shall perform related duties as assigned by the Fire Chief.

MATTOON

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

April 28, 2017

Mr. Tony Nichols
3221 Oak Avenue
Mattoon, IL 61938

RE: Employment Agreement with City of Mattoon

Dear Mr. Nichols:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Fire Chief are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. You may be removed or discharged from your position as Chief of Fire in accordance with the procedures specified by 65 ILCS 5/10-2.1-4. In such case, only the Fire Commissioner shall file with the City Council the reasons for such removal or discharge, which removal or discharge shall not become effective unless confirmed by three-fifths (3/5) majority

vote of the full City Council. You may resign at any time subject only to a requirement of one month's notice to the Council.

Salary. You will receive a \$90,444.40 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Retirement. The City will provide a defined retirement benefit for you with the Firefighter's Pension Fund. You will contribute an amount defined by state statute by Payroll Deduction to the Firefighter's Pension Fund.

Vehicle. You will be provided a vehicle which shall be owned and regularly maintained by the City for conducting the business of the City. Said vehicle shall not be allowed to have an appearance which would cause embarrassment to the office of the Chief of Fire or to the City of Mattoon. Reasonable personal use of a vehicle owned by the City is permissible. Regular personal use of a vehicle owned by the City is not allowed.

Other Employment Benefits. You currently receive five weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Clothing Allowance. You will receive an annual clothing allowance in the amount of \$650, which shall be paid within 30 days after May 1st in each successor fiscal year of this Agreement.

Communications Equipment. The City will reimburse you \$100 per month for cellular phone and associated data services associated with your position as Assistant Fire Chief.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for up to 40 hours per year of continuing professional education so long as that education is directly related to your duties as Fire Chief. Additional training may be requested and must be pre-approved by the City Administrator.

Performance Evaluation. The Fire Commissioner and the City Administrator will review your performance annually to evaluate progress toward objectives and to update objectives and strategies for the next evaluation period.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle M. Gill

City Administrator

ACCEPTANCE

I, Anthony Nichols, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Anthony Nichols

Mattoon Fire Department
Rules and Procedures
Job Descriptions

Fire Chief

The Fire Chief shall be the Chief Executive Officer and responsible to the Commissioner of the Fire Department for the proper administration and operation of the department. He shall effect such organization as he deems expedient and shall prescribe the policies and practices for its efficient operation.

The Fire Chief shall have authority over all members of the department and shall exercise that authority as needed in emergency and non-emergency situations.

The Fire Chief shall assign officers and other supervisors to administer the work of the department and shall hold them responsible for the proper administration of such duties committed to their charge.

The Fire Chief shall have full authority to recall any or all off duty members of the department whenever he deems it necessary for the good of the department.

The Fire Chief shall observe the abilities, discipline and morale of the officers and members of the department and shall keep well informed of the conditions and operating efficiency of its apparatus and equipment.

The Fire Chief shall be responsible for the enforcement of the rules, regulations, policies and orders of the department, and all laws and ordinances of the City of Mattoon or the State of Illinois, applicable to the department.

The Fire Chief shall report to the Board of Fire and Police Commissioners any member, who by reason of age, disease, accident or other incompetency does not or cannot fully and promptly perform the duties required of them.

The Fire Chief shall report to the Board of Fire and Police Commissioners an official evaluation of the manner in which probationary members perform their duties.

The Fire Chief shall prescribe and regulate the various department uniforms and the times and manner in which they are worn.

Mattoon Fire Department Rules and Procedures

The Fire Chief shall recommend the following to the Commissioner of the department:

Requirements and specifications for new stations, including their sites.

Changes in existing stations.

Increases or changes in the number of personnel.

Requirements and specifications for new apparatus.

Major repairs to current apparatus.

Requirements and specifications for new equipment.

Sale of apparatus or equipment not needed for the operation of the department.

The Fire Chief shall cooperate with and aid the Board of Fire and Police Commissioners in the administering of their duties as defined by law.

MATTOON

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

April 28, 2017

Mrs. Susan O'Brien
1201 Wabash Avenue
Mattoon, IL 61938

RE: Employment Agreement with City of Mattoon

Dear Mrs. O'Brien:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the City Clerk are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. Your employment with the City will be "at will" and may be terminated with or without cause at any time by a majority vote of the City Council. If the termination is without cause, the Council will provide severance pay equivalent to the value of three months salary and deferred compensation. You may resign at any time subject only to a requirement of one month's notice to the Council. These termination provisions are contractual and supersede any

other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other employees.

Salary. You will receive a \$69,782.38 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Deferred Compensation. You may contribute any amounts, allowable by law, in your sole discretion, to any of the City of Mattoon Deferred Compensation Plans. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Vehicle. You will use a personal vehicle for the business of the City. You will be reimbursed at the rate per mile in accordance with Internal Revenue Service rules governing the reimbursement of such expenses.

Other Employment Benefits. You currently receive five weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for a reasonable number of hours per year of continuing professional education so long as that education is directly related to your duties as City Clerk.

Performance Evaluation. The Mayor and the City Administrator will conduct a review of your performance every year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien
City Clerk

Kyle M. Gill
City Administrator

ACCEPTANCE

I, Susan O'Brien, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Susan O'Brien

City of Mattoon, Illinois
Job Description

Title: City Clerk
Classification: FLSA Exempt
Compensation Range: Defined by Employment Agreement

POSITION SUMMARY:

The City Clerk's duties are defined in Section § 31.22 of the Mattoon Code of Ordinances, and is performed in accordance with statutory procedures. The City Clerk attends all meetings of the City Council. The Clerk plans, organizes and directs the activities and staff of the City Clerk's Office. The City Clerk's Office is responsible for the human resource functions of the municipality. The City Administrator and City Council prescribe policies for departmental operations and hold the City Clerk responsible for the effectiveness of departmental programs.

ESSENTIAL DUTIES:

Keeps the Corporate Seal, to be provided by the corporate authorities, and all papers belonging to the municipality the custody and control of which are not give to other officers.

Attends all meetings of the corporate authorities and keeps a full record of their proceedings in the journal.

Directs and oversees preparation and distribution of the City Council meeting agendas; ensures compliance with legal requirements regarding official postings, public notices and advertising.

Develops, implements, and manages the records management system and responds to citizen inquiries.

Processes all requests for access to City records in compliance with State and Federal Freedom of Information Act laws.

Serves as a Local Registrar for the State of Illinois Office of Vital Records for Coles County for birth and death certificates.

Administers the municipality's employment policies and procedures as prescribed by personnel ordinances, employee handbooks and collective bargaining agreements. The Clerk manages document preparation and retention pertaining to job descriptions, employee classification and compensation, recruitment, selection, performance appraisal, discipline, grievances and termination.

Facilitates organization-wide training to assure employer compliance with state and federal equal employment opportunity, affirmative action and discrimination laws.

Administrates the municipality's risk management program including property, casualty, auto, inland marine, law enforcement liability, public officials liability, employment practices liability, workers compensation, medical, dental, life and disability insurance.

Oversees the staffing of the Safety Committee.

Issues licenses in accordance with state statutes and the ordinances of the municipality and keeps a record in a suitable book of each license granted, to whom granted, for what purpose, for what length of time granted, the location of the place of business for which the license was obtained and the amount of the license fee paid.

Serves as the Authorized Agent of the municipality for administration of the Illinois Municipal Retirement Fund.

Serves as a member of the Board of Trustees for the Firemen's Pension Fund.

Monitors and/or records payments received on the Economic Development Revolving Loan Fund and files semi-annual reports on principal and interest recaptured to the Illinois Department of Commerce and Community Affairs.

Supervises billings to commercial property owners outside the city limits for stand-by fire protection contracts.

Supervises local election balloting for the Coles County Clerk.

Directs rental of public buildings and parking lots, issues boat permits and maintains records of campground rentals.

Demonstrates continuous effort to improve operations, streamline work processes and work cooperatively to provide quality customer service.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Municipal Clerk practices and procedures;
- Municipal government management practices and procedures;
- Human resource administration, and financial management;

Skill in:

- Negotiations with irate customers and employees;
- Operating a personal computer, calculator, copy machine, word processing and spreadsheet software applications.

Ability to:

- Organize, direct and coordinate the activities of City Clerk's Office;
- Establish and maintain effective working relationships with fellow employees;
- Work independently with minimal instruction and supervision; and
- Work with and supervise, lesser skilled employees assigned to assist with tasks.

PHYSICAL DEMANDS AND OCCUPATIONAL EXPOSURES:

This job requires the employee to stand, walk, to use hands and fingers, to handle, feel or operate objects, tools or controls and to reach with hands and arms. This employee is required to sit, climb and balance; to stoop, kneel, crouch and crawl and to talk and hear. The job requires visual acuity, depth perception and color vision. There is an occasional requirement to lift and/or move up to 50 pounds. The noise level in the work environment is generally quiet.

QUALIFICATIONS:

Bachelor's degree in public administration or a related discipline; or five or more years responsible experience in municipal government; or combination of private and government experience; or any equivalent combination of education and experience.

PERFORMANCE EVALUATIONS:

An employee's performance is measured in accordance with the specifications of this job description. This job description is subject to change by the employer as the needs of the employer and the requirements of the job change.

MATTOON

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

April 28, 2017

Mr. Glen Sloan
7498 Old State Road
Mattoon, IL 61938

RE: Employment Agreement with City of Mattoon

Dear Mr. Sloan:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the WasteWater Treatment Plant Superintendent are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an “exempt executive employee” as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. Your employment with the City will be “at will” and may be terminated with or without cause at any time by a majority vote of the City Council. If the termination is without cause, the Council will provide severance pay equivalent to the value of three months salary and deferred compensation. You may resign at any time subject only to a requirement of one month’s notice to the Council. These termination provisions are contractual and supersede any

other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other employees.

Salary. You will receive a \$72,744.11 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Deferred Compensation. You may contribute any amounts, allowable by law, in your sole discretion, to any of the City of Mattoon Deferred Compensation Plans. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Vehicle. You will be furnished a city vehicle in good mechanical condition which shall be owned and regularly maintained by the municipality for the conduct of City business. Said vehicle shall not be allowed to have an appearance which would cause embarrassment to the City of Mattoon. Personal use of a city vehicle is not allowed.

Other Employment Benefits. You currently receive three weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Communications Equipment. The City will reimburse you \$50 per month for cellular phone services associated with your position as Water Treatment Plant Superintendent.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for a reasonable number of hours per year of continuing professional education so long as that education is directly related to your duties as WasteWater Treatment Plant Superintendent.

Performance Evaluation. Your Commissioner and the Public Works Director will conduct a review of your performance every year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 20117.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle M. Gill

City Administrator

ACCEPTANCE

I, Glen Sloan, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Glen Sloan

City of Mattoon, Illinois

Job Description

Title: Wastewater Treatment Plant Superintendent
Classification: FLSA Exempt
Compensation Range: Defined by Employment Agreement

POSITION SUMMARY:

This is a skilled, technical, and supervisory/managerial position in the operation and maintenance of the City-owned Wastewater Treatment Plant. This position is responsible for assuring all requirements imposed by State and Federal agencies are met and to ensure all activities necessary to maintain and operate the City facility efficiently. This position is subject to on-call status.

An employee in this position is responsible for assessing all operational needs of the mechanical and biological processes to assure this facility is operational and in good repair while remaining in compliance with all regulatory agency regulations. This position is responsible for determining and instituting operational changes that will assure or improve plant performance and compliance. Maintaining all plant equipment and property is an essential responsibility of this position. This position operates with relative independence in planning and carrying out daily activities so it requires considerable initiative and judgment in prioritizing work with general supervision from the Public Works Director.

ESSENTIAL DUTIES

- Provides direct supervision of all wastewater treatment plant staff
- Maintains and organizes wastewater treatment plant bills and communications
- Monitors wastewater plant 24/7 through the Autodialer and SCADA for recognizing plant alarms and problems
- Monitors wastewater quality
- Oversees wastewater sampling for wastewater quality, bio-monitoring, stream sampling
- Monitors the final effluent wastewater for discharge
- Monitors lift stations for operation maintenance
- Oversees all chemical inventories and replacement of chemical inventories
- Prepares variety of wastewater quality reports, EPA required reports, EDMR reports, and NPDS applications
- Determines agronomic loading rates for bio-solids
- Maintain all necessary records for all sludge disposal sites
- Monitor pre-treatment program which monitors all industrial discharges into system
- Issue permits to industries which dictate their discharge limits per federal guidelines
- Interacts and negotiates with outside contractors
- Plans and prioritizes operational and maintenance functions
- Researches suppliers and orders parts, tools, and supplies while adhering to City purchasing policies

- Assists in interviews and recommends hiring of staff
- Interacts with public in response to all citizen requests
- Determines, assigns, and directs employee workloads
- Schedules and logs daily staff assignments
- Assists in formulating annual budget for wastewater treatment plant functions
- Time accounting
- Time off approval for all employees
- Manage personnel training program for safety and proficiency training programs
- Promotes safe work habits and adherence to city safety policies
- Recommend and assist in the implementation of goals and objectives

QUALIFICATIONS

Knowledge of:

- Materials, methods, tools, and equipment used in construction, operation, and maintenance of wastewater treatment plant
- Principles of management and supervision.
- Report writing techniques.
- Basic municipal accounting and budgeting practices.
- Safety principles, practices, and procedures.

Ability to:

- Plan, organize, assign, and supervise the work of wastewater treatment plant operators.
- Analyze wastewater treatment plant maintenance and equipment maintenance operations, and recommend improvements.
- Establish cooperative public relations with employees, contractors, the general public, and officials of other government agencies.
- Estimate job costs and keep neat and accurate records.
- Ability to use spreadsheet and word processing computer programs.
- Work with other Public Works managers to plan and coordinate personnel and equipment assignments.

PHYSICAL DEMANDS AND OCCUPATIONAL EXPOSURES:

This job requires the employee to stand, walk, to use hands and fingers, to handle, feel or operate objects, tools or controls and to reach with hands and arms. This employee is required to sit, climb and balance; to stoop, kneel, crouch and crawl and to talk and hear. The job requires visual acuity, depth perception and color vision. There is an occasional requirement to lift and/or move up to 50 pounds. The noise level in the work environment is generally noisy.

EXPERIENCE AND EDUCATION

Any combination of experience and education that would likely produce the qualifying knowledge and ability. A typical combination is:

Experience:

Ten years of increasing responsibility in maintenance of wastewater treatment plant management, or any equivalent combination of training and experience which provides the necessary knowledge, skills, and abilities and other Public Works activities, three years of which were in an administrative or supervisory capacity.

Education:

Completion of two to four years of college or the equivalent.

SPECIAL REQUIREMENTS:

Must possess an Illinois Class I Wastewater Treatment License.

Must possess or able to obtain and maintain an Illinois Class D Drivers License.

PERFORMANCE EVALUATIONS:

An employee's performance is measured in accordance with the specifications of this job description. This job description is subject to change by the employer as the needs of the employer and the requirements of the job change.

MATTOON

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

April 28, 2017

Mr. Kurt Stretch
3345 Prairie Avenue
Mattoon, IL 61938

RE: Employment Agreement with City of Mattoon

Dear Mr. Stretch:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Parks, Lakes and Cemetery Superintendent are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. Your employment with the City will be "at will" and may be terminated with or without cause at any time by a majority vote of the City Council. If the termination is without cause, the Council will provide severance pay equivalent to the value of three months salary and deferred compensation. You may resign at any time subject only to a requirement of one month's notice to the Council. These termination provisions are contractual and supersede any

other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other employees.

Salary. You will receive a \$83,888.12 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Deferred Compensation. You may contribute any amounts, allowable by law, in your sole discretion, to any of the City of Mattoon Deferred Compensation Plans. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Vehicle. You will be furnished a city vehicle in good mechanical condition which shall be owned and regularly maintained by the municipality for the conduct of City business. Said vehicle shall not be allowed to have an appearance which would cause embarrassment to the City of Mattoon. Personal use of a city vehicle is not allowed.

Other Employment Benefits. You currently receive five weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Communications Equipment. You will be furnished an appropriate cell phone and/or Personal Display Assistant (PDA) with both voice and data capabilities service.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for a reasonable number of hours per year of continuing professional education so long as that education is directly related to your duties as Parks Superintendent.

Performance Evaluation. Your Commissioner and the Public Works Director will conduct a review of your performance every year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle M. Gill

City Administrator

ACCEPTANCE

I, Kurt Stretch, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Kurt Stretch

City of Mattoon, Illinois

Job Description

Title:	Parks and Recreation Director
Classification:	FLSA Exempt
Immediate Supervisor:	City Administrator
Departmental Commissioners:	Public Property
Compensation Range:	Defined by Employment Agreement

POSITION SUMMARY:

This is a skilled, technical, and managerial/supervisory position in the operation and maintenance of city-owned parks, lakes, and cemetery. . This employee oversees and is responsible for all operational and maintenance needs of the parks/lakes/cemetery to assure these facilities are operational and in good repair. The Parks and Recreation Director is responsible for formulating major department policies, for instituting operational changes that will assure or improved performance, for planning long-term programs, for resolving difficult administrative problems and for managing departmental budgets. This position is subject to on-call status.

ESSENTIAL DUTIES

- Provides direct supervision of all park department staff
- Maintains and organizes park department bills and communications
- Plans and prioritizes operational and maintenance functions
- Manages Lightworks and Festival maintenance functions
- Researches suppliers and orders parts, tools, and supplies while adhering to City purchasing policies
- Interviews and recommends hiring of staff
- Interacts with public in response to all citizen requests
- Determines, assigns, and directs employee workloads
- Schedules and logs daily staff assignments
- Formulating annual budget for parks, lakes, cemetery functions
- Develops long term plans
- Material ordering
- Payment of bills
- Time accounting
- Time off approval for all employees
- Manage personnel training program for safety and proficiency training programs
- Promotes safe work habits and adherence to city safety policies
- Helps formulate city ordinances pertaining to departmental operations

QUALIFICATIONS

Knowledge of:

- Materials, methods, tools, and equipment used in construction, operation, and maintenance of parks, lakes, and cemetery
- Principles of management and supervision.
- Report writing techniques.
- Basic municipal accounting and budgeting practices.
- Safety principles, practices, and procedures.

Ability to:

- Plan, organize, assign, and supervise the work of parks, lakes, and cemetery maintenance crews.
- Analyze parks, lakes, and cemetery maintenance and equipment maintenance operations, and recommend improvements.
- Establish cooperative public relations with employees, contractors, the general public, and officials of other government agencies.
- Estimate job costs and keep neat and accurate records.
- Ability to use spreadsheet and word processing computer programs.
- Work with other Public Works managers to plan and coordinate personnel and equipment assignments.

PHYSICAL DEMANDS AND OCCUPATIONAL EXPOSURES:

This job requires the employee to stand, walk, to use hands and fingers, to handle, feel or operate objects, tools or controls and to reach with hands and arms. This employee is required to sit, climb and balance; to stoop, kneel, crouch and crawl and to talk and hear. The job requires visual acuity, depth perception and color vision. There is an occasional requirement to lift and/or move up to 50 pounds. The noise level in the work environment is generally elevated.

EXPERIENCE AND EDUCATION

Any combination of experience and education that would likely produce the qualifying knowledge and ability. A typical combination is:

Experience:

Ten years of increasing responsibility in maintenance of park management, or any equivalent combination of training and experience which provides the necessary knowledge, skills, and abilities and other Public Works activities, three years of which were in an administrative or supervisory capacity.

Education:

Completion of two to four years of college or the equivalent.

SPECIAL REQUIREMENTS:

Must possess or able to obtain and maintain an Illinois Class D Drivers License.

PERFORMANCE EVALUATIONS:

An employee's performance is measured in accordance with the specifications of this job description. This job description is subject to change by the employer as the needs of the employer and the requirements of the job change.

MATTOON

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

April 28, 2017

Mr. Jason Taylor
3560 N. Co. Rd. 150 E.
Mattoon, IL 61938

RE: Employment Agreement with City of Mattoon

Dear Mr. Taylor:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines the terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Deputy Police Chief are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. You may be removed or discharged from your position as Deputy Chief of Police in accordance with the procedures specified by 65 ILCS 5/10-2.1-4. In such case, only the Police Commissioner shall file with the City Council the reasons for such removal or discharge, which removal or discharge shall not become effective unless confirmed by three-fifths (3/5) majority

vote of the full City Council. You may resign at any time subject only to a requirement of one month's notice to the Council.

Salary. You will receive a \$86,464.92 annual salary commencing on May 1, 2017. Any increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities

Retirement. The City will provide a defined retirement benefit for you with the Policemen's Pension Fund. You will contribute an amount defined by state statute by Payroll Deduction to the Policemen's Pension Fund.

Vehicle. You will be provided a vehicle which shall be owned and regularly maintained by the City for conducting the business of the City. Said vehicle shall not be allowed to have an appearance which would cause embarrassment to the office of the Deputy Chief of Police or to the City of Mattoon. Regular personal use of a vehicle owned by the City is not allowed.

Other Employment Benefits. You currently receive five weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Clothing Allowance. You will receive an annual clothing allowance in the amount of \$650, which shall be paid within 30 days after May 1st in each successor fiscal year of this Agreement.

Communications Equipment. You will be furnished a cell phone, pager, and radio owned by the municipality for the conduct of City business. The operating expenses for such communication equipment shall be borne by the City.

Professional Development. The City will budget and pay for your membership dues, registration fees, travel and per diem expenses for up to 40 hours per year of continuing professional education so long as that education is directly related to your duties as Deputy Police Chief. Additional training may be requested and must be pre-approved by the Police Chief.

Performance Evaluation. The City Administrator and the Police Chief will conduct a review of your performance every year during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle M. Gill

Administrator

ACCEPTANCE

I, Jason Taylor, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Jason Taylor

CITY OF MATTOON
CLASSIFICATION DESCRIPTION

DEPUTY POLICE CHIEF

SUMMARY:

Position in this classification manages, plans, organizes, and coordinates the work of sworn and/or civilian personnel assigned to Support Services, Investigations Division, and Patrol Division in day-to-day operations. This position assists the Chief of Police in planning, budgeting, staff supervision of sworn and civilian personnel, public relations, and on specific projects. The Deputy Chief works within well-established policies and procedures and may exercise considerable freedom in the operation of Support Services and Patrol Operations guided by the goals and objectives, policies and procedures established by the Chief of Police. The Deputy Chief also performs the duties of Police Chief during their absence.

Reports to: Police Chief

Supervises:

Commanders, Patrol Officers , Administrative Staff, Detectives, and the indirect supervision of department personnel through appropriate chain of command. Work includes administrative and technical duties and is performed in accordance with broad established plans, policies, and procedures. Participates in developing and recommending changes in policy for the betterment of the department. Makes decisions on both routine and non-routine matters, which deviate from department policy, or standard practices when necessary. Incidents where duties involve an element of personal danger and the authority to use deadly force as necessary. Has broad latitude for independent action and decision.

Works closely with other City departments to maintain harmonious relationships throughout the organization and to insure efforts are directed towards common City goals.

WORK ENVIRONMENT:

Work is primarily performed in an office setting. May be called to take command at the scene of an incident. In the event the department has two Deputy Chief positions, the duties will be divided in such a manner for the appropriate command of the patrol and investigation divisions as well as support staff.

ESSENTIAL FUNCTIONS:

- Serve as representative for the City of Mattoon, Demonstrating a positive attitude and progressive actions through the display of professionalism, courtesy, and appropriate tact and discretion in all interactions with other employees of the department and with the public.

- Keeps Chief of Police advised of daily operational and legal issues and status.

- Plans and directs patrol, investigations, administrative staff, and support staff, in the Police Department; develops and implements internal policies, procedures, schedules and other operating practices, rules and regulations.
- Assists in selection of personnel, directs training and evaluates performance; oversees departmental personnel policy, reviews and approves performance evaluations and/or disciplinary decisions of subordinate supervisors.
- Coordinates the organizations, staffing, and operational activities for the Police Department, including personnel training.
- Interprets policy and participates in developing and implementing departmental policy and procedure.
- Assumes command and direction of cases of major importance, which present new, unusual, or particularly sensitive problems.
- Inspects and analyzes crime trends, traffic concerns, and community needs and how they relate to growth and budget; estimates and projects staffing and equipment needs for the upcoming year; also projects long range growth impacts into level of service and response.
- Reviews public complaints and determines best course of action; directly handles complaints against police personnel; assures these are dealt with in a timely, proper, and fair manner. Ensures the Police Chief is aware of complaints and keeps the Chief apprised of the progress or status of internal matters and issues of public concern.
- Oversees the management of the Police Department Telecommunications Center, and addresses issues or concerns with the Director of the Center.
- Assists in preparation of annual or special equipment and operating budgets; controls expenditures within budget appropriations; continuously plans and acts to reduce costs and increase effectiveness.

OTHER JOB DUTIES:

- Plans and prepares data for grants or funded programs; maintains appropriate intergovernmental coordination, such as establishing mutual aid plans.
- Attends conferences conventions, seminars, and related meetings to keep abreast of modern law enforcement methods, techniques, and administration.
- Serves as the City's representative in various committees and organizations related to improvements in the profession, exchanges of information, public relations, and public support, and other similar activities; maintains appropriate liaison with news media.
- Provides administrative support to the Chief and handles special projects as assigned.

QUALIFICATIONS:

Education and Experience:

Sufficient years of law enforcement experience, including duties in police supervision; or any combination of education and experience which would provide the applicant with the desired skills, knowledge, and ability required to perform the job.

Knowledge, Skills, and Abilities:

- Thorough knowledge of all phases of Police Department works, including principles and practices of modern crime prevention, criminal and traffic investigation, rules of evidence, management and operations of telecommunications center.
- Knowledge of office management and administration practices and principles, including budgeting, planning and forecasting.
- Knowledge of effective supervisory principles and practices and ability to effectively plan, supervise and evaluate the work of subordinates.
- Knowledge of City policies, geography, buildings, street systems and special areas requiring pre-crime knowledge or special crime prevention techniques.
- Knowledge of the organization and function of county, state and federal agencies concerned with enforcement regulations, licensing, safety, and related investigative activities.
- Ability to analyze situations and to act quickly, calmly, and effectively under emergency and other stressful circumstances.

- Establish and maintain effective working relationships with other employees, officials, and the general public.
- Ability to establish and maintain effective working relationships with other employees, officials, and the general public.
- Ability to prepare and supervise the accurate preparation and maintenance of comprehensive reports and records.

- Ability to plan, organize, coordinate, direct and evaluate the work of supervisory and support staff.
- Ability to communicate effectively both orally and in writing

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements.

MATTOON

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

April 28, 2017

Beth Wright
63 Wabash Avenue
Mattoon, IL 61938

Re: Employment Agreement with the City of Mattoon

Dear Ms. Wright:

Subject to formal ratification by the City Council during its meeting of May 2, 2017, this letter outlines terms of your continued employment with the City of Mattoon, Illinois. These terms will constitute a new contract with you upon your acceptance and ratification by the City Council.

Duties. The duties of the Finance Director/Treasurer position are described in a job description, a copy of which is attached and incorporated herein by reference.

Hours of Work. You will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work record keeping and overtime compensation standards.

Term. This agreement will run for a term coterminous with the term of the mayor through May 4, 2021. It may be amended and extended by the mayor and council members that assume subsequent terms of office.

Termination. Your employment with the City will be "at will" and may be terminated with or without cause at any time by a majority vote of the City Council at the convenience and discretion of the Council. If the termination is "without cause", the Council will provide severance pay equivalent to the value of three months' salary. You may resign at any time subject only to a requirement for one month's notice to the Council. These termination

provisions are contractual and supersede any other rule, regulation, ordinance or resolution now or hereinafter in effect pertaining to termination of other city employees.

Salary. You will receive a \$68,214.03 annual salary commencing on May 1, 2017. Any additional increase in this amount will be made annually, if at all, solely by the City Council at its discretion with its approval of the annual budget.

Deferred Compensation. You may contribute any amounts, allowable by law, in your sole discretion, to any of the City of Mattoon Deferred Compensation Plans. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Retirement. The City will provide a defined retirement benefit for you with the IMRF. You will contribute 4.5% of your salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Insurance. You will receive worker compensation, income disability, medical, dental and life insurance benefits equivalent to benefits provided to other city employees. Future payroll deductions for insurance will be equivalent to other city employees who have managerial responsibilities.

Vehicle. You will use a personal vehicle for the business of the City. You will be reimbursed at the rate per mile in accordance with Internal Revenue Service rules governing the reimbursement of such expenses.

Other Employment Benefits. You currently receive three weeks' vacation and will earn future vacation, sick leave, holidays and personal leave benefits in accordance with the Mattoon Personnel Policy adopted by the City.

Communication Equipment. The City will reimburse you \$100 per month for cellular phone and associated data services associated with your position as Finance Director/Treasurer.

Professional Development. The City will budget and pay for your membership dues for the American Institute of Certified Public Accountants and the Government Finance Officers Association. In addition, the City will budget and pay for the registration fees and travel expenses for up to forty hours per year of continuing professional education in the field of accounting, so long as that education is directly related to you duties as Finance Director/Treasurer, and for the annual conference of the Illinois Municipal League.

Performance Evaluation. Your Commissioner and the City Administrator will conduct a review of your performance every year, during the budget process to evaluate progress towards goals and objectives, to update strategies for the next year and to set your salary for the next year.

Your signature below shall be deemed to be your consent and agreement to the provisions of this instrument for terms and conditions of employment with the City of Mattoon, Illinois.

Sincerely,

MATTOON CITY COUNCIL

By: Tim Gover, Mayor

PASSED and APPROVED by the City Council for the City of Mattoon, Illinois at a regular meeting held May 2, 2017.

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien

City Clerk

Kyle M. Gill

City Administrator

ACCEPTANCE

I, Beth Wright, have read the above, accept and agree to the conditions of employment as stated herein. By my signature, I hereby waive any rights, which I may now or hereafter have different from the rights contained in this contract and agree not to assert any rights in regard to termination different from those contained in this instrument.

Date

Beth Wright

Position Description Finance Director

I. Classification: Position: Finance Director
Department: Finance
Employment Status: Full-Time Exempt

II. General Nature of Work

The position of Finance Director encompasses various responsibilities and duties with respect to the Finance Department. The Director also serves as the City Treasurer.

III. Special Nature of Work:

A. Serves as the City Treasurer as provided for in the City of Mattoon Municipal Code, Section 31.21.

IV. Essential Duties and Responsibilities:

- 1.) Plans, evaluates and directs departmental policies, programs and operations related to the financial and budgetary activities of City government.
- 2.) Directs the financial operations of the City by an established central accounting system within commonly accepted governmental accounting principles.
- 3.) Prepares financial statements and cost reports at regular intervals.
- 4.) Directs the audit and approves disbursements for goods and services within budget appropriations.
- 5.) Directs the Treasury collection activity and custody of public funds. Oversees the investment of City funds and the payment of bond obligations, including the investment of excess cash to obtain the best return.
- 6.) Serves as financial advisor to the City Administrator and City Council; conducts research and prepares reports and recommendations on various special projects as assigned. This includes providing detailed analysis of a project or problem and exploring various alternatives in determining the best course for the City.
- 7.) Provides financial data, to include revenue and expenditure projections, to the city administrator for the purposes of preparing and submitting the annual budget.

Additional duties:

1. Supervises and manages subordinate professional and office staff. Is responsible for

overall direction of department.

2. Performs other duties as assigned by the City Administrator.

V. Desirable Knowledge, Skill and Abilities:

1.) Knowledge of:

- A. Departmental goals and objections
- B. Departmental practices and procedures
- C. Auditing
- D. Generally accepted accounting principles
- E. Municipal bonds and available investment opportunities
- F. Principles, practices and processes of municipal budgeting

2.) Ability to:

- A. Prepare complex financial reports in a timely and accurate manner
- B. Exercise independent judgment
- C. Supervise maintenance of complex administrative records and prepare reports
- D. Maintain effective working relationships
- E. Manage time efficiently
- F. Learn City policies, rules and practices
- G. Perform supervisory role; handle departmental personnel issues
- H. Be effective in written and oral communications with local, state and federal officials and the general public

VI. Education and Experience:

Bachelor's Degree in Accounting, Public Finance, Business or closely related field; supplemented by 3-5 years of progressively responsible experience in a financial administrative position, municipality preferred. A CPA designation is also desired but not required.

VII. Essential Function and Qualifications

These essential items are considered "Conditions of Employment". Failure to have or maintain these essential functions and qualifications may result in termination from this specific position.

A. Speaking to exchange information on the phone and in person; sitting, standing, walking; seeing and hearing to conduct work.

B. Must satisfy a police background check that reveals no past criminal activity that may indicate anything but the highest level of personal integrity and sobriety.

C. No history of inability to meet just obligations. Inability to meet just obligations may, among other things, be indicated by bad debt letter and orders requiring garnishments from pay due to bad debts.

VIII. Physical Demands and Occupational Exposures

This job requires the employee to stand, walk, to use hands and fingers, to handle, feel or operate objects, tools or controls and to reach with hands and arms. This employee is required to sit, climb and balance; to stoop, kneel, crouch and crawl and to talk and hear. The job requires visual acuity, depth perception and color vision. There is an occasional requirement to lift and/or move up to 20 pounds. The noise level in the work environment is generally quiet.

IX. Special Requirements

Must possess or be able to obtain and maintain an Illinois Class D Drivers License.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties or roles performed by personnel so classified. It is as well intended to be compliant with the Americans with Disabilities Act.

**City of Mattoon
Council Decision Request**

MEETING DATE: 05/02/17

CDR NO: 2017-1764

SUBJECT: Design Fees for WTP Clearwell

SUBMITTED BY: Dean Barber, Public Works Director

DATE SUBMITTED: 04/17/17

APPROVED FOR COUNCIL AGENDA: Kyle Gill, City Administrator 04/27/17
Date

EXHIBITS (If applicable): Proposal from Crawford, Murphy & Tilly

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$56,640.00	BUDGETED: \$70,000.00	REQUIRED: \$0

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

“I move to approve the design fee proposal in the amount of \$56,640.00 from Crawford, Murphy & Tilly for; the construction of an additional clearwell at the Water Treatment Plant, repainting of the existing clearwell, and disinfection chemical feed point changes.”

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

We have a 1 million gallon clearwell at the Water Treatment Plant. The clearwell is a welded-steel tank. Water from the treatment plant circulates thru the tank at the end of the process. Chlorine is added to the water as it enters the tank. The tank is sized to allow sufficient time for the chemical to thoroughly disinfect the water before it is pumped to town.

The paint on the interior of the tank is starting to fail. We intend to construct a 2nd tank to allow the original tank to be taken out of service for painting. The second tank will serve as additional finished water storage after the completion of construction. We also intend to change the location of some of disinfection chemical injection and monitoring points to improve chemical efficiency.

The construction of the second tank was part of the original plant design. The City elected to defer that construction until such time as the second tank was required. That time has arrived.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between the city of Mattoon, whose address is 208 North 19th Street, Mattoon, IL 61938 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Design, bidding and limited construction phase engineering services for a new clearwell at the water treatment plant. Engineering services are described in Exhibit B – Scope of Work.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges in Exhibit A, which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$ _____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

Compensation for engineering services detailed in Exhibit B - Scope of Work shall not exceed \$56,640.00 without written authorization by the CLIENT.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2017.

CLIENT:

City of Mattoon, Illinois
(Client Name)

(Signature)

Tim Gover, Mayor
(Name and Title)

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.


(Signature)

Ty Besalke, Water Group manager
(Name and Title)

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation – Check box if this provision does not apply.

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

EXHIBIT A
CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2017

Classification	Regular Rate Per Hour	Overtime Rate Per Hour
Principal	\$ 200	\$ 200
Senior Project Engineer/Manager	\$ 195	\$ 195
Project Engineer/Manager/Architect	\$ 165	\$ 165
Senior Engineer/Architect	\$ 135	\$ 155
Senior Technical Manager	\$ 125	\$ 145
Senior Planner/GIS Specialist	\$ 115	\$ 135
Engineer/Architect	\$ 115	\$ 135
Planner/Technical Manager	\$ 80	\$ 100
Land Surveyor	\$ 135	\$ 155
Senior Technician	\$ 125	\$ 145
Technician II	\$ 100	\$ 120
Technician I	\$ 75	\$ 90
Administrative Assistant/Accountant	\$ 50	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2018.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or subconsultant services furnished to the Crawford, Murphy & Tilly, Inc. by another company shall be invoiced at actual cost plus ten percent.

**EXHIBIT B – SCOPE OF WORK
CITY OF MATTOON
WATER TREATMENT PLANT IMPROVEMENTS
CONSTRUCT SECOND CLEARWELL**

Project Scope

The City of Mattoon has a 1 million gallon welded steel clearwell at the water treatment plant that was constructed approximately 17 years ago and is used for disinfection contact time (CT) and finished water storage. The existing 1 million gallon clearwell is in need of interior painting. Without an additional clearwell for CT and storage, the existing clearwell cannot be taken out of service for recoating.

CMT shall review the existing CT practices at the treatment plant and determine a minimum capacity for a second clearwell along with operational considerations. The second clearwell needs to be on line and operational prior to taking the existing clearwell out of service.

The existing piping configuration, chlorine application point(s), ammonia application point(s) and chlorine sampling locations shall be reviewed with recommendations for improvements provided during design.

Engineering Scope of Work

Under this agreement, the Engineer will provide professional design services required for the preparation of plans, specifications, Engineer's Design Summary, Opinion of Probable Construction Cost and IEPA construction permit application as required for the bidding and construction of the above project components.

The **Engineering Design Phase Scope of Services** for the project shall consist of the following tasks:

1. **Review existing background information.** Review existing CT practices, gather background information on existing piping, disinfection application point(s) and clearwell hydraulics. Calculate preliminary new CT scenarios for discussion at the Kickoff Meeting.
2. **Field Surveying.** Conduct field surveying as required to develop topographic site plan for design and as required to verify hydraulic profile.
3. **Geotechnical.** Advance two (2) soil borings and obtain geotechnical information as required for the design of the clearwell foundation.
4. **Project Kickoff Meeting.** Conduct a project kickoff meeting at the Mattoon WTP with project team members and City personnel to review and discuss the background information and to discuss proposed capacities for a second clearwell, chlorine application point(s), impact to CT and the pros and cons of each option.
5. **Progress/Design Meetings.** Meet with City personnel to finalize additional clearwell capacity, piping configuration and chlorine application point(s).
6. **Opinion of Probable Construction Cost.** At the completion of design, prepare an Engineers Opinion of Probable Construction Cost.
7. **Specifications.** CMT to prepare project specifications in CSI format using the 16 divisions format. Incorporate City of Mattoon's administrative document requirements as necessary.
8. **Drawings.** CMT to prepare drawings to bid and construct the project. Drawings will be made available for client review at the 90% level. Incorporate City of Mattoon review comments after review. Finalize drawings for permitting and bidding phase. CMT to distribute 2 hardcopies and 1 electronic copy (pdf files) of the bid documents, with professional seals to City of Mattoon.

9. **Permitting.** Prepare IEPA construction permit application and Engineer's Design Summary for submittal to IEPA for a construction permit. City of Mattoon shall obtain the operating permit(s) upon startup of both clearwells.
10. **QA/QC Review.** Provide review of calculations, plans and specifications for quality control.
11. **Project Management.** Provide coordination and correspondence between the engineer and City staff and regulatory agency.

The **Engineering Bidding Phase Scope of Services** for the project shall consist of the following tasks:

1. **Reproduce and Distribute Contract Documents.** Print plans and specifications and mail or deliver to vendors, contractors and plan houses.
2. **Maintain Inventory of Plan Holders.** Develop and maintain planholders list as required to distribute addenda when necessary and to provide planholders list for distribution to plan houses, vendors and contractors.
3. **Issue Addenda.** Prepare and issue addenda as required for clarification of the contract documents.
4. **Respond to Questions.** Respond to contractor and vendor questions as required for clarification or bidding requirements.

The **Engineering Construction Phase Scope of Services** for the project shall consist of the following tasks:

1. Review new welded steel clearwell submittal.

Not Included in the Scope of Services

- Advertisement for bids.
- Attend/Conduct Bid Opening
- Prepare bid recommendation of award.
- Construction Phase Engineering Services
 - Review of shop drawings other than new clearwell.
 - All other construction phase services except for review of the new clearwell shop drawing.
- Record Drawings

End of Scope of Services

ORDINANCE NO. 2017-5397

OF THE

**CITY OF MATTOON,
COLES COUNTY, ILLINOIS**

PASSED

MAY 2, 2017

**\$4,255,000
GENERAL OBLIGATION REFUNDING BONDS
(ALTERNATE REVENUE SOURCE)
SERIES 2017A**

ORDINANCE

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- Exhibit A - Form of Bonds
- Exhibit B - Federal Tax Certificate
- Exhibit C - [*Bond Purchase Agreement*]
- Exhibit D - Purchaser’s Letter of Representations

ORDINANCE NO. 2017-5397

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2017A, OF THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Mattoon, Coles County, Illinois (the “City”) is a non-home rule city and political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois; and

WHEREAS, the General Obligation Bonds (Alternate Revenue Source), Series 2009A (the “Series 2009A Bonds”) were issued in accordance with the requirements of the Local Government Debt Reform Act of the State of Illinois, as amended (the “Debt Reform Act”) to acquire, construct, renovate and improve various capital improvement projects in the City, including, but not limited to, construction of storm drainage detention and management facilities, acquisition of land, road and sidewalk improvements, park and recreational facility improvements and new building construction (the “Project”); and

WHEREAS, the City Council, on the 7th day of October, 2008 adopted Ordinance No. 2008-5263 (the “Authorizing Ordinance”), authorizing the issuance of the Series 2009A Bonds, being general obligation bonds payable from a revenue source as provided by the Act; and

WHEREAS, on the 9th day of October, 2008, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in the *Journal Gazette & Times-Courier*; and

WHEREAS, more than thirty (30) days expired from the date of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon was filed with the City Clerk requesting that the question of the issuance of the Series 2009A Bonds be submitted to referendum; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, notice of a public hearing (the “Hearing”) to be held on the 7th day of October, 2008 was given by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Journal Gazette & Times-Courier*, the same being a newspaper having general circulation in the City, concerning the intent of the City Council to sell \$6,000,000 principal amount of the Series 2009A Bonds to fund the Project, where the City Council explained the reasons for the proposed bond issue and permitted persons in attendance desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was held and finally adjourned on the 7th day of October, 2008, and not less than seven (7) days passed since the final adjournment of the Hearing before approval of Ordinance No. 2009-5275, which authorized the issuance of the Series 2009A Bonds; and

WHEREAS, the City Council has determined that it is advisable, necessary and in the best interests of the City to refund the City's outstanding Series 2009A Bonds, maturing in the years 2018 and thereafter (the "Refunded Bonds") by issuing the Bonds (as defined herein) (the "Refunding"); and

WHEREAS, the estimated cost of the Refunding includes legal, financial, bond discount, printing and publication costs, and other expenses, and there are insufficient funds on hand and lawfully available to pay such cost; and

WHEREAS, it is necessary and for the best interests of the City that the Refunding be undertaken and, in order to raise the funds required for such purpose, it will be necessary for the City to borrow \$4,255,000 and in evidence thereof to issue alternate bonds in the aggregate principal amount of \$4,255,000, all in accordance with the Act; and

WHEREAS, the City is authorized to refund the Refunded Bonds under the Act; and

WHEREAS, the Bonds are issued on a parity with the Series 2017B Bonds (as defined herein), which are expected to be issued on the same date as the Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

"Act" means, collectively, the Illinois Municipal Code, as supplemented and amended, the Debt Reform Act, as supplemented and amended, and the other Omnibus Bond Acts, as supplemented and amended.

"Additional Bonds" means any alternate bonds issued in the future in accordance with the provisions of the Act on a parity with and sharing ratably and equally in the Pledged Revenues.

"Approved Investor" means (a) the Purchaser, (b) any related or affiliated party(s) of the Purchaser (as defined under federal securities laws), (c) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, or (d) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933.

"Authorized Denominations" means \$100,000 and integral multiples of \$5,000 in excess thereof.

"Bond Counsel" means Gilmore & Bell, P.C., Edwardsville, Illinois, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"Bond Fund" means the fund by that name referred to in **Section 501** hereof.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

[***“Bond Purchase Agreement”** means the Bond Purchase Agreement between the City and the Purchaser, in substantially the form attached hereto as **Exhibit C.***]

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bond Year” means the twelve-calendar-month period commencing on December 2 of each year and ending on the following December 1.

“Bonds” means the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A, authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“City” means the City of Mattoon, Coles County, Illinois, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in an escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the same rating category as United States Government Obligations by Moody's Investors Service, Inc. or S&P Global Ratings.

"Federal Tax Certificate" means the Federal Tax Certificate, in substantially the form attached hereto as **Exhibit B**, as the same may be amended or supplemented in accordance with the provisions thereof.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Ordinance" means this Ordinance adopted by the City Council of the City, authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Paying Agent" means the Purchaser, and any successors or assigns.

"Person" means any natural person, corporation, limited liability company, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Pledged Moneys" means Pledged Revenues and Pledged Taxes.

"Pledged Revenues" means the 1/2% non-home rule sales tax imposed by the City.

"Pledged Revenues Account" means the Pledged Revenues Account established in the Bond Fund pursuant to **Section 501** hereof.

"Pledged Taxes" means the ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount and pledged by the City as security for the Bonds.

"Pledged Taxes Account" means the Pledged Taxes Account established in the Bond Fund pursuant to **Section 501** hereof.

"Purchaser" means _____, _____, _____, the original purchaser of the Bonds.

"Record Date" for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

“Refunded Bond Ordinance” means Ordinance No. 2009-5275 adopted by the City Council of the City on April 21, 2009, which authorized the issuance of the Series 2009A Bonds.

“Refunded Bonds” means the outstanding Series 2009A Bonds maturing on December 1, 2018 and thereafter, outstanding in the aggregate principal amount of \$4,195,000.

“Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Series 2009A Bonds” means the City’s General Obligation Bonds (Alternate Revenue Source), Series 2009A, issued in the original principal amount of \$6,000,000.

“Series 2017B Bonds” means the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B, expected to be issued by the City on the same date as the Bonds.

“Special Record Date” means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204** hereof.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are held in a custodial account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A (the “Bonds”) in the original principal amount of \$4,255,000, which are being issued for the purpose of providing funds to (a) refund the Refunded Bonds and (2) pay the costs of issuing the Bonds.

Section 202. Description of Bonds.

(a) The Bonds shall consist of fully-registered bonds, numbered from 1 upward in order of issuance, in Authorized Denominations. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof.

(b) The Bonds shall be dated the date of original issuance and delivery thereof, shall become due on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in **Article III** hereof, and shall bear interest at the rate of _____% per annum.

(c) The Bonds shall bear interest at the above-specified rate (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2018.

Section 203. Designation of Paying Agent.

(a) The Purchaser is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds.

(b) The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal of each Bond shall be paid at Maturity by check, electronic transfer or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal payment office designated by the Paying Agent.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (1) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Registered Owner, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgement that electronic transfer fees may be applicable.

(d) Any payment of principal or Redemption Price of or interest on the Bonds that becomes due on a day which is not a Business Day shall be made on the next succeeding Business Day without additional interest accruing after the stated due date.

(e) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time period) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time period. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(f) The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds, and shall, at the written request of the City, forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the principal corporate trust office of the Paying Agent or such other office designated by the Paying Agent. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

(b) **The Bonds and beneficial interests therein may only be purchased by or transferred to Approved Investors and only upon the execution by the proposed purchaser or transferee of a letter in substantially the form attached as Exhibit D hereto.** Subject to the limitations of the preceding sentence, Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal corporate trust office of the Paying Agent or such other office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Any costs or fees associated with transferring or exchanging Bonds are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any

governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required to register the transfer or exchange of any Bond (1) that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 5 days next preceding the date of mailing of such notice of redemption, or (2) during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners. The authority of any designated representative of such Registered Owners must be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication and payment to the City of the purchase price of the Bonds, the Paying Agent shall deliver the Bonds to the Purchaser.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (1) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent to save each of the City and the Paying Agent harmless, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City may, in its discretion, direct the Paying Agent to pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the City's prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the City.

Section 209. Sale of Bonds. [*The Mayor is hereby authorized to enter into the Bond Purchase Agreement, under which the City agrees to sell the Bonds to the Purchaser at a purchase price of \$_____, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Mayor, which officer is hereby authorized to execute the Bond Purchase Agreement for and on the City's behalf, such officer's signature thereon being conclusive evidence of their approval thereof.*] [*The Bonds shall be sold to the Purchaser at a purchase price of \$_____.*]

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) *No Optional Redemption.* The Bonds are not subject to optional redemption and payment prior to their Stated Maturity.

(b) *Mandatory Redemption.* The Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. Moneys

on deposit in the Bond Fund shall be sufficient to redeem, and the City shall redeem on December 1 in each year, the following principal amounts of the Bonds:

<u>Year</u>	<u>Principal Amount</u>
2018	\$310,000
2019	325,000
2020	340,000
2021	360,000
2022	370,000
2023	385,000
2024	400,000
2025	415,000
2026	435,000
2027	450,000
2028*	465,000

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Bonds so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Bonds of the same Stated Maturity in chronological order, and the principal amount of Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption.

Section 302. Selection of Bonds to Be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be selected by the Paying Agent in Authorized Denominations by lot or in such other equitable manner as the Paying Agent may determine.

(b) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$100,000 are then Outstanding, then for all purposes in connection with such redemption each \$100,000 of face value shall be treated as though it were a separate Bond of the denomination of \$100,000. If it is determined that one or more, but not all, of the \$100,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$100,000 unit or units, the Registered

Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$100,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$100,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first class mail at least 10 days but not more than 30 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the principal amount of the Bonds to be redeemed;

(4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal payment office of the Paying Agent or such other office designated by the Paying Agent.

(c) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(d) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

(e) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. General Obligations. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the City’s territorial limits. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax.

(a) For the purpose of providing for the payment of the principal or Redemption Price of and interest on the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of such principal or Redemption Price of and interest as the same becomes due and payable in each year, as follows:

<u>For the Levy Year</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
2017	\$ _____ for principal and interest
2018	\$ _____ for principal and interest
2019	\$ _____ for principal and interest
2020	\$ _____ for principal and interest
2021	\$ _____ for principal and interest
2022	\$ _____ for principal and interest
2023	\$ _____ for principal and interest
2024	\$ _____ for principal and interest
2025	\$ _____ for principal and interest
2026	\$ _____ for principal and interest
2027	\$ _____ for principal and interest

(b) The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the City’s other ad valorem taxes are levied and collected. The proceeds derived from said taxes shall be deposited in the Pledged Taxes Account of the Bond Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal or Redemption Price of and interest on the Bonds as and when the same become due.

(c) If at any time said taxes are not collected in time to pay the principal of and interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal of and interest on the Bonds out of the City’s general funds and to reimburse said general funds for money so expended when said taxes are collected.

(d) The City covenants and agrees with the Registered Owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Pledged Taxes Account of the Bond Fund.

(e) Notwithstanding anything to the contrary herein, whenever the City Council determines that funds are or will be available to pay any principal of or interest on the Bonds when due so as to enable the abatement of the Pledged Taxes levied for the same, the City Council or the officers of the City shall direct the abatement of such Pledged Taxes by filing an appropriate certification of such abatement with the County Clerk of Coles County, Illinois in a timely manner to effect such abatement. If for any reason there is abatement of such levy of taxes and the failure thereafter to pay the principal of and interest on the Bonds, the additional amount, together with accrued interest, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 403. Filing of Ordinance. Upon the passage of this Ordinance, the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of Coles County, Illinois, and it shall be the duty of said County Clerk for each of the years required to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed in the Pledged Taxes Account of the Bond Fund.

Section 404. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys as provided herein and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, as provided in **Section 402** hereof, in which case the amount of the Outstanding Bonds shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

Section 405. General Covenants. The City covenants and agrees with the holders of the Bonds that so long as the Bonds or any of them remain outstanding and unpaid, either as to principal or interest:

(a) The City hereby pledges the Pledged Revenues to the payment of the Bonds, and the City covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional 0.25 times debt service on the Bonds, all in accordance with Section 15 of the Debt Reform Act.

(b) The City will punctually pay or cause to be paid from the sources herein provided the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

(c) The City will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues or Pledged Taxes, or any part thereof, or upon any funds in the hands of the Paying Agent, or which might impair the security of the Bonds. Nothing herein contained shall require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

(d) The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues, the Pledged Taxes, the Bond Fund and associated subaccounts. Such books of record and accounts will at all times during business hours be subject to the inspection of the

Registered Owners of not less than 10% of the principal amount of the outstanding Bonds or their representatives authorized in writing.

(e) The City will preserve and protect the security of the Bonds and the rights of the Registered Owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

(f) The City will adopt, make, execute and deliver any and all such further ordinance, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the Registered Owners of the Bonds of the rights and benefits provided in this Ordinance.

(g) As long as any Bonds are outstanding under this Ordinance, the City will continue to deposit the Pledged Revenues (or other lawfully available funds) into the Pledged Revenues Account and, if necessary, the Pledged Taxes into the Pledged Taxes Account. The City covenants and agrees with the purchasers of the Bonds and with the Registered Owners thereof that so long as any Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to collect the Pledged Revenues. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and Pledged Taxes may be collected as provided herein and deposited into the Pledged Revenues Account and Pledged Taxes Account, respectively, as provided herein.

(h) Once issued, the Bonds shall be and forever remain until paid or defeased a general obligation of the City, the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Debt Reform Act.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds and Accounts. There have been or shall be established in the City's treasury and shall be held and administered by the City Treasurer a Bond Fund consisting of a Pledged Revenues Account and a Pledged Taxes Account.

Section 502. Deposit of Bond Proceeds and Other Money. The proceeds received from the sale of the Bonds, together with other legally available funds of the City, shall be applied, as follows:

(a) \$_____ (consisting of \$_____ of the proceeds of the Bonds and \$_____ of other legally available funds of the City) shall be transferred to the paying agent for the Refunded Bonds and used to redeem the Refunded Bonds on December 1, 2017.

(b) \$_____ of the proceeds of the Bonds shall be used to pay costs of issuing the Bonds. Any proceeds not used to pay costs of issuance by April 1, 2018 shall be transferred to the Bond Fund to pay interest on the Bonds.

Section 503. Application of Money in Bond Fund.

(a) All of the Pledged Moneys designated to pay the principal of and interest on the Outstanding Bonds shall be set aside and deposited by the City Treasurer into the Bond Fund in accordance with the terms hereof, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Outstanding Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

(b) The Pledged Moneys are to be paid to the City Treasurer by the officers who collect or receive the Pledged Moneys. The City Treasurer shall transfer and deposit the Pledged Moneys into the Bond Fund in accordance with the terms of this Ordinance. The moneys on deposit in the Bond Fund shall be used by the City solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as hereinafter provided to the separate accounts hereby created within the Bond Fund to be known as the "Pledged Revenues Account" and the "Pledged Taxes Account."

(1) *Pledged Revenues Account.* The City Treasurer shall transfer and deposit into the Pledged Revenues Account such amount of the Pledged Revenues as may be necessary until there is accumulated and held, in cash and investments, in the Pledged Revenues Account an amount sufficient to pay the principal of and interest on the Outstanding Bonds due on the next Bond Payment Date.

(2) *Pledged Taxes Account.* The City Treasurer shall deposit the Pledged Taxes to the credit of the Pledged Taxes Account, which Pledged Taxes are irrevocably pledged and shall be used only for the purpose of paying the principal of and interest on the Outstanding Bonds.

(c) In the event that there shall be moneys to the credit of both the Pledged Revenues Account and the Pledged Taxes Account in the Bond Fund on any Interest Payment Date for the Outstanding Bonds, the Pledged Taxes Account shall be fully depleted before moneys to the credit of the Pledged Revenues Account shall be used to pay principal of or interest on the Outstanding Bonds.

Section 504. Deposits and Investment of Money.

(a) Money in each of the funds or accounts created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions with a branch or office located in the State of Illinois that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Illinois. All money held in the funds or accounts created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

(b) Money held in any fund or account referred to in this Ordinance may be invested by the City Treasurer at the direction of the City Council, in accordance with this Ordinance and the Federal Tax Certificate, in any investment permissible under the laws of the State of Illinois; provided, however, that no such investment may be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of

such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the principal of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Redemption of Refunded Bonds. The Refunded Bonds are hereby called for redemption and payment prior to maturity on December 1, 2017. Such bonds shall be redeemed at the principal payment office of The Bank of New York Mellon Trust Company, N.A., the paying agent for the Refunded Bonds, by the payment on the redemption date of the redemption price thereof and accrued interest thereon to the redemption date. In accordance with the requirements of the Refunded Bond Ordinance, the City Council hereby authorizes the Mayor or the City Administrator to cause notice of the call for redemption and payment of such Refunded Bonds to be given in the manner provided in the Refunded Bond Ordinance. The officers of the City and the paying agent for the Refunded Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of such Refunded Bonds as herein provided.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Illinois;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal

of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the Pledged Moneys and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company with a branch or office located in the State of Illinois and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants. The City hereby covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved, with such changes therein as shall be approved by the Mayor and the Bond Compliance Officer (as defined therein), which officers are hereby authorized to execute the Federal Tax Certificate for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof.

Section 802. Annual Audit.

(a) Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

(c) As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 803. Amendments.

(a) The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk. No such modification or alteration may:

(1) extend the maturity of any payment of principal or interest due upon any Bond or alter an optional Redemption Date;

(2) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;

(3) permit preference or priority of any Bond over any other Bond; or

(4) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A**) if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 806. Series 2017B Bonds. The Bonds and the Series 2017B Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Pledged Revenues. The Bonds shall not have any priority with respect to the payment of principal or interest from the Pledged Revenues over the Series 2017B Bonds and the Series 2017B Bonds shall not have any priority with respect to the payment of principal or interest from the Pledged Revenues or otherwise over the Bonds.

Section 807. Additional Bonds. The City reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Outstanding Bonds; provided that no Additional Bonds shall be issued except in accordance with the provisions of the Debt Reform Act.

Section 808. Further Authority. The officers of the City, including the Mayor, the City Administrator, the City Treasurer and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 809. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Registered Owners of the Bonds.

Section 810. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 811. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

Section 812. Effective Date. This Ordinance shall take effect and be in full force immediately from and after passage by the City Council.

Upon motion by _____ seconded by _____, adopted this 2nd day of May, 2017, by a roll call vote, as follows:

Aye: _____
Nay: _____
Absent: _____

Approved this 2nd day of May, 2017.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

Daniel C. Jones, City Attorney

Recorded in the Municipality's Records on May 2, 2017.

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED ORDINANCE.***

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**Registered
No. 1**

**Registered
\$4,255,000**

**CITY OF MATTOON,
COLES COUNTY, ILLINOIS
GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE)
SERIES 2017A**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
_____ %	December 1, 2028	November 1, 2017	<u>N/A</u>

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: **FOUR MILLION TWO HUNDRED FIFTY-FIVE
THOUSAND DOLLARS**

THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, a non-home rule city and political subdivision of the State of Illinois (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the dated date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2018, until said principal amount has been paid.

The principal of this Bond shall be paid at maturity by check, electronic transfer or draft to the Person in whose name this Bond is registered at the maturity thereof, upon presentation and surrender of this Bond at the payment office designated by the Paying Agent. The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address

furnished to the Paying Agent in writing by such Registered Owner or (b) electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Owner, containing the electronic transfer instructions including the name and address of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgement that electronic transfer fees may be applicable. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A,” aggregating the principal amount of \$4,255,000 (the “Bonds”), issued by the City for the purpose of refunding the City’s outstanding General Obligation Bonds (Alternate Revenue Source), Series 2009A, under the authority of and in full compliance with the constitution and laws of the State of Illinois, including the Illinois Municipal Code, the Local Government Debt Reform Act, and the other Omnibus Bond Acts, all as supplemented and amended (collectively, the “Act”), and an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

The Bonds are not subject to optional redemption and payment prior to their Stated Maturity.

Bonds maturing on December 1, 2028 are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance on December 1, 2018, and each December 1 thereafter, at the Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 10 days but not more than 30 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year.

The Bonds are payable ratably and equally from (1) the 1/2% non-home rule sales tax imposed by the City (the “Pledged Revenues”), and (2) ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount (the “Pledged Taxes”), all in accordance with the provisions of the Act. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

The Bonds are issuable in the form of fully-registered Bonds in the denominations of \$100,000 or any \$5,000 integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination having the same Maturity Date and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS BOND SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS THAT TERM IS DEFINED IN THE ORDINANCE. Accordingly, this Bond will be transferable only upon prior delivery to the Paying Agent of a letter in substantially the form attached to the Ordinance as **Exhibit D**, signed by the transferee, showing that such transferee is an Approved Investor. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Illinois and that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal of and interest on the Bonds when due.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF MATTOON, COLES COUNTY, ILLINOIS

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

_____,
Paying Agent

(Seal)

ATTEST:

By _____
Authorized Signatory

City Clerk



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

**EXHIBIT B
TO ORDINANCE**

FEDERAL TAX CERTIFICATE

[On File in the Office of the City Clerk.]

FEDERAL TAX CERTIFICATE

Dated as of November 1, 2017

OF THE
CITY OF MATTOON, COLES COUNTY, ILLINOIS

\$4,255,000
GENERAL OBLIGATION REFUNDING BONDS
(ALTERNATE REVENUE SOURCE)
SERIES 2017A

FEDERAL TAX CERTIFICATE

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Exhibit A – Debt Service Schedule and Proof of Bond Yield

Exhibit B – IRS Form 8038-G

Exhibit C – Description of Property Comprising the Financed Facility; [Final Written Allocation for the Original Obligations]

Exhibit D – Sample Annual Compliance Checklist

Exhibit E – Tax Compliance Procedure

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “Tax Certificate”) is dated and executed as of November 1, 2017, by the **CITY OF MATTOON, COLES COUNTY, ILLINOIS**, a duly organized and existing political subdivision incorporated and existing under the laws of the State of Illinois (the “City”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the City of \$4,255,000 aggregate principal amount of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A (the “Bonds”), pursuant to an ordinance adopted by the City Council of the City on May 2, 2017 (the “Ordinance”), for the purposes described in this Tax Certificate and in the Ordinance.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The City adopted a Tax Compliance Procedure on May 2, 2017 (the “Tax Compliance Procedure”), a copy of which is attached hereto as **Exhibit E**, for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the City represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Ordinance, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Issue Date, as further described in **Section 4.2(c)** hereof and substantially in the form attached hereto as **Exhibit D**.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year, and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any Bond or Bonds described in the recitals, authenticated and delivered under the Ordinance.

“Bond Compliance Officer” means the Director of Finance or, if the position of Director of Finance is vacant, the person filling the responsibilities of the Director of Finance, or such other individual as the City may name from time to time.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending November 1, or another one-year period selected by the City.

“City” means the City of Mattoon, Coles County, Illinois and its successors and assigns, or any body, agency or instrumentality of the State of Illinois succeeding to or charged with the powers, duties and functions of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The City may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than 5 years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The City selects November 1, 2022 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Final Written Allocation” means the written allocation of expenditures of proceeds of the Original Obligations as set forth on **Exhibit C** hereto.

“Financed Facility” means any of the property financed or refinanced with the proceeds of the Original Obligations as described on **Exhibit C** hereto.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, (e) any other replacement proceeds, and (f) any transferred proceeds.

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds, including the investment element of an interest rate cap agreement. Such term does not include a tax-exempt bond, except for “specified private activity bonds” as such term is defined in Code § 57(a)(5)(C), but does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means November 1, 2017.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility with proceeds of the Original Obligations, the period beginning on the later of (a) the issue date of the Original Obligations, or (b) the date the property was placed in service, and ending on the earlier of (1) the final maturity date of the Bonds, or (2) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any

other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Bond Counsel. Unless otherwise specifically noted herein, an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Ordinance” means the Ordinance authorizing the issuance of the Bonds adopted by the City Council of the City on May 2, 2017, as amended and supplemented in accordance with the provisions thereof.

“Original Obligations” means the Series 2009A Bonds, which was the first issue of tax-exempt governmental bonds that financed or refinanced a portion of the Financed Facility.

“Post-Issuance Tax Requirements” means those requirements related to the use of Bond proceeds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date.

“Project” means all of the property being acquired, developed, constructed, renovated, and equipped by the City using proceeds of the Original Obligations and other money contributed by the City, as described on **Exhibit C**.

“Purchaser” means _____, _____, _____, as the original purchaser of the Bonds.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility

under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a state, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Certificate.

“Refunded Obligations” means all of the outstanding Series 2009A Bonds.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Series 2009A Bonds” means the \$6,000,000 original principal amount of the City's General Obligation Bonds (Alternate Revenue Source), Series 2009A, currently outstanding in the amount of \$4,195,000.

“Series 2017B Bonds” means the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B, expected to be sold and issued by the City on the same date as the Bonds.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the City's Tax Compliance Procedure, dated May 2, 2017.

“Tax-Exempt Bond File” means documents and records for the Bonds, the Refunded Obligations and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

- (a) *Organization and Authority.* The City (1) is a political subdivision organized and existing under the laws of the State of Illinois, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Ordinance, to enter into, execute and deliver the Ordinance, the Bonds, and this Tax Certificate and to carry out its obligations under the Ordinance, the Bonds and this Tax Certificate, and (3) by all necessary action has been duly authorized to execute and deliver the Ordinance, the Bonds, and this Tax Certificate, acting by and through its duly authorized officials.
- (b) *Tax-Exempt Status of Bonds–General Covenants.* The City (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the City, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.
- (c) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period, (1) all of the Financed Facility has been and is expected to be owned by the City or another Qualified User, (2) no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use, and (3) the City will not permit any Non-Qualified Use of the Financed Facility without first obtaining an Opinion of Bond Counsel.
- (d) *Governmental Obligations–Private Security or Payment.* As of the Issue Date, the City expects that none of the principal and interest on the Bonds will be, and the payment of principal of and interest on the Refunded Obligations and on all other obligations which directly or indirectly refinanced the Original Obligations has not been, (under the terms of the Bonds or any underlying arrangement) directly or indirectly:
- (1) secured by (A) any interest in property used or to be used for a private business use, or (B) any interest in payments in respect of such property; or
 - (2) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a private business use.
- For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.
- (e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.
- (f) *Management Agreements.* As of the Issue Date, the City has no Management Agreements with Non-Qualified Users. During the Measurement Period, the City will not enter into any Management Agreement with any Non-Qualified User without first obtaining an Opinion of Bond Counsel.

- (g) *Leases.* As of the Issue Date, the City has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements. During the Measurement Period, the City has not and will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Bond Counsel.
- (h) *Limit on Maturity of Bonds.* A list of the assets included in the Financed Facility and a computation of the “average reasonably expected economic life” is attached hereto as **Exhibit C**. Based on this computation, the “average maturity” of the Bonds, as computed by Bond Counsel, does not exceed the average reasonably expected economic life of the Financed Facility. The “average reasonably expected economic life” of the Financed Facility was determined as follows: the average economic life of the Financed Facility as of the respective issue date of the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the respective issue date of the Original Obligations to the Issue Date.
- (i) *Reimbursement of Expenditures.* No portion of the Net Proceeds of the Original Obligations was used to reimburse an expenditure paid by the City prior to the issue date of the Original Obligations. The City will evidence each allocation of the proceeds of the Original Obligations to an expenditure in writing.
- (j) *Registered Bonds.* The Ordinance requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).
- (k) *Bonds Not Federally Guaranteed.* The City will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).
- (l) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Certificate or otherwise provided by the City. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City’s records. The City agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” 8038-G and proof of filing are included as **Exhibit B** hereto.
- (m) *Hedge Bonds.* Not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for four years or more. As of the date the Original Obligations were issued, the City reasonably expected that at least 85% of the net sale proceeds of the Original Obligations would be used to carry out the governmental purposes of the Original Obligations within three years after the issue date of the Original Obligations.,
- (n) *Compliance with Future Tax Requirements.* The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

- (o) *Single Issue; No Other Issues.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). Other than the Series 2017B Bonds, the interest on which is taxable, no other debt obligations of the City (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).
- (p) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The City will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.
- (q) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for complying with **Section 4.4(d)** hereof if it decides to enter into a Guaranteed Investment Contract at a later date.
- (r) *Bank Qualified Tax-Exempt Obligation.* The City designates the Bonds as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:
 - (1) the City reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the City (and all subordinate entities of the City) during the calendar year that the Bonds are issued, including the Bonds, will not exceed \$10,000,000; and
 - (2) the City (including all subordinate entities of the City) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Bonds are issued, including the Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining an Opinion of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Section 2.2. Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the City under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the City’s expectations as to the sources, uses and investment of Bond proceeds and other money, in order

to support the City's conclusion that the Bonds are not arbitrage bonds. The persons executing this Tax Certificate on behalf of the City are officers of the City responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the City's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the City set forth in this Tax Certificate are reasonable. The City has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued to provide funds, together with other legally available funds of the City, to (a) currently refund the Refunded Obligations and (b) pay costs of issuance of the Bonds. The purpose of the refunding is to achieve interest cost savings through early redemption of the Refunded Obligations.

Section 3.4. Funds and Accounts. The following funds and accounts have been established, ratified or continued under the Ordinance:

- (a) Pledged Revenues Account of the Bond Fund.
- (b) Pledged Taxes Account of the Bond Fund.

Section 3.5. Amount and Use of Bond Proceeds and Other Money.

- (a) *Amount of Bond Proceeds.* The total proceeds to be received by the City from the sale of the Bonds will be \$_____.
- (b) *Use of Bond Proceeds and Other Money.* The Bond proceeds, together with other legally available funds of the City, are expected to be allocated to expenditures as follows:
 - (1) Any accrued interest received from the sale of the Bonds shall be deposited in the Bond Fund.
 - (2) \$_____ (consisting of \$_____ of the proceeds of the Bonds and \$_____ of other legally available funds of the City) shall be transferred to the paying agent for the Refunded Obligations and used to redeem the Refunded Obligations on December 1, 2017; and
 - (3) \$_____ of the proceeds of the Bonds shall be used to pay costs of issuing the Bonds. Any such money not used to pay costs of issuing the Bonds by April 1, 2018 shall be transferred to the City for deposit in the Bond Fund to pay interest on the Bonds.

Section 3.6. Multipurpose Issue. Pursuant to Regulations § 1.148-9(h), the City is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes of applying the arbitrage rules.

Section 3.7. No Advance Refunding. No proceeds of the Bonds will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.8. Current Refunding. Bond proceeds will be used to pay principal and interest on the Refunded Obligations. All such proceeds shall be spent not later than 90 days after the Issue Date.

- (a) *Proceeds Used for Current Refunding.* Money deposited with the paying agent for the Refunded Obligations aggregating \$_____ will be used on December 1, 2017 to redeem the Refunded Obligations, which is within 90 days of the Issue Date.
- (b) *Transferred Proceeds.* As of the Issue Date, the following unspent proceeds of the Refunded Obligations remain: approximately \$_____ on deposit in the construction fund established for the Refunded Obligations. Upon discharge of any principal amount of the Refunded Obligations with proceeds of the Bonds, a ratable portion of the remaining unspent proceeds of the Refunded Obligations will become proceeds of the Bonds (determined in accordance with Regulations § 1.148-9(b)).

Section 3.9. Project Completion. The Project is expected to be completed by _____. The completion of the Project and the allocation of the net proceeds of the Original Obligations to expenditures will proceed with due diligence.

Section 3.10. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Bond Fund. Except for the Bond Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Bond Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the City expects that the Bond Fund will qualify as a Bona Fide Debt Service Account.

Section 3.11. Reserve, Replacement and Pledged Funds.

- (a) *No Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.
- (b) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility or to refund the Refunded Obligations, and that instead have been or will be used to acquire higher Yielding Investments. Except for the Bond Fund, there are no other funds or accounts pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The Bond proceeds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Offering Prices and Yield on Bonds.

- (a) *Offering Prices.* In the Purchaser's Letter, the Purchaser has certified that it has purchased all of the Bonds as principal for its own accounts and has not acted as agent for any person or entity. As of the date hereof, the Purchaser has not sold and has no present intention to

sell the Bonds to any person. The aggregate initial offering price of the Bonds is \$ _____, plus accrued interest.

- (b) *Bond Yield.* Based on the offering price, the Yield on the Bonds is _____%, as computed by Bond Counsel as shown on **Exhibit A** attached hereto. The City has not entered into an interest rate swap agreement with respect to any portion of the Bond proceeds.

Section 3.14. Miscellaneous Arbitrage Matters.

- (a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.
- (b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

- (a) *Purpose of Article.* The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The City recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.
- (b) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

- (c) *Bond Compliance Officer.* The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Bonds and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Ordinance or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

- (a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds, or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the City, and (E) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.
- (b) *Accounting and Allocation of Bond Proceeds to Expenditures.* Bond proceeds will be used as described in **Sections 3.5** through **3.8** herein. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Bond Compliance Officer will maintain written substantiation records of the allocation of proceeds of the Original Obligations to the Financed Facility in accordance with the Tax Compliance Procedure. [This allocation is summarized on **Exhibit C** hereto and is intended to constitute the Final Written Allocation for the Original Obligations.]
- (c) *Annual Compliance Checklist.* Attached as **Exhibit D** hereto is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or Section 4.4 of the Tax Compliance Procedure to correct any deficiency.
- (d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the City any Opinion of Bond Counsel required by this Tax Certificate or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

- (a) *Current Refunding.* Since the principal of and interest on the Refunded Obligations will be paid within 90 days after the Issue Date, Bond proceeds deposited with the paying agent for the Refunded Obligations may be invested without Yield restrictions. Other money deposited with the paying agent for the Refunded Obligations may be invested at a Yield that does not exceed the Yield on the Series 2009A Bonds.
- (b) *Bond Fund.* To the extent that the Bond Fund qualifies as a Bona Fide Debt Service Fund, money in such fund may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.
- (c) *Transferred Proceeds.* Prior to the redemption date of the Refunded Obligations (December 1, 2017), any amounts held in the construction fund for the Refunded Obligations may not be invested at a Yield that is greater than the Yield on the Series 2009A Bonds. After the redemption of the Refunded Obligations with proceeds of the Bonds, any amounts held in the construction fund for the Refunded Obligations may not be invested at a Yield that is greater than the Yield on the Bonds.
- (d) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Procedures for Establishing Fair Market Value.

- (a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulation § 1.148-5.
- (b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulation § 1.148-5.
- (c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

- (d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:
- (1) Bona Fide Solicitation for Bids. The City makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:
 - (A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.
 - (B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.
 - (C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the City or any other person, for purposes of satisfying the requirements of the Regulations.
 - (D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.
 - (E) The terms of the solicitation take into account the City’s reasonably expected deposit and draw-down schedule for the amounts to be invested.
 - (F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).
 - (G) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

- (2) Bids Received. The bids received must meet all of the following requirements:
- (A) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.
 - (B) At least one of the three bids received is from a reasonably competitive provider, as defined above.
 - (C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.
- (3) Winning Bid. The winning bid is the highest Yielding bona fide bid (determined net of any broker’s fees).
- (4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.
- (5) Records. The City retains the following records with the bond documents until three years after the last outstanding Bond is redeemed:
- (A) A copy of the Guaranteed Investment Contract.
 - (B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City, and the certification as to fees paid, described in paragraph (d)(4) above.
 - (C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.
 - (D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.
- (e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:
- (1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (e.g., as underwriters or brokers); and

- (2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

- (a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate, the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The City may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.
- (b) *Applicable Spending Exceptions.* The 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)) can apply to the Bonds and to transferred proceeds of the Bonds.
- (c) *Bona Fide Debt Service Fund.* To the extent that the Bond Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate (1) with respect to such portion that meets the 6-month spending exception, or (2) for a given Bond Year, if the gross earnings on the Bond Fund for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.
- (d) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage a Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.
- (f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.
 - (1) Using Adjusted Gross Proceeds to pay principal of any Bond is not taken into account as an expenditure for purposes of meeting any of the spending tests.
 - (2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

Section 4.6. Computation and Payment of Arbitrage Rebate.

- (a) *Computation of Rebate Amount.* The City will provide the Rebate Analyst Investment reports relating to each fund held by it that contains Gross Proceeds of the Bonds together with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the City annually as of the end of each Bond Year and not later than 10 days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals.
- (c) *Rebate Payments.* Within 60 days after each Computation Date, the City will pay to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Certificate, will name a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder.

Section 4.8. Filing Requirements. The City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Ordinance to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Certificate regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** hereof relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Certificate may be amended from time to time by the City without notice to or the consent of any of the Bondholders, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then-existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the City receives this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The City may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Bond Counsel addressed to it to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Certificate, the City is making only those certifications, representations and agreements as are specifically attributed to it in this Tax Certificate. The City is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Certificate or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Certificate is binding upon the City and its respective successors and assigns, and inures to the benefit of the owners of the Bonds. Nothing in this Tax Certificate, the Ordinance or the Bonds, express or implied, gives to any person, other than the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of the City contained herein or any breach of a covenant contained in this Tax Certificate may be pursued by the Bondholders pursuant to the terms of the Ordinance or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State of Illinois.

Section 5.10. Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be sent, receive or stored, by electronic means.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned Mayor and the Finance Director as Bond Compliance Officer, by their execution of this Tax Certificate hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the City, as of the Issue Date.

**CITY OF MATTOON, COLES COUNTY,
ILLINOIS**

By: _____
Title: City Administrator

By: _____
Title: Finance Director

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B
IRS FORM 8038-G

EXHIBIT C

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY;
[FINAL WRITTEN ALLOCATION FOR THE ORIGINAL OBLIGATIONS]**

EXHIBIT D

**SAMPLE
ANNUAL COMPLIANCE CHECKLIST**

Name of tax-exempt bonds (“Bonds”) financing Financed Asset*:	\$4,255,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A
Issue Date of Bonds:	November 1, 2017
Placed in service date of Financed Facility:	_____
Name of Bond Compliance Officer:	_____
Period covered by request (“Annual Period”):	_____

Item	Question	Response
1 Ownership	Was the entire Financed Asset owned by the City during the entire Annual Period? If “Yes,” skip to Item 2.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was an Opinion of Bond Counsel obtained prior to the transfer? If “Yes,” include a copy of the Opinion in the Tax-Exempt Bond File. If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Asset leased at any time pursuant to a lease or similar agreement for more than 50 days? If “No,” skip to Item 3.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? If “Yes,” include a copy of the Opinion in the Tax-Exempt Bond File. If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

* Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to them in the City’s Tax Compliance Procedure approved on May 2, 2017, as amended and supplemented.

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Asset (e.g., operations, management, etc.) been assumed by or transferred to another entity? If “No,” skip to Item 4.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the management agreement? If “Yes,” include a copy of the Opinion in the Tax-Exempt Bond File. If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights or privileges to such individual that are not otherwise available to the general public? If “No,” skip to Item 5.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the agreement? If “Yes,” include a copy of the Opinion in the Tax-Exempt Bond File. If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Federal Tax Certificate been prepared for the current year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT E
TAX COMPLIANCE PROCEDURE

**EXHIBIT C
TO ORDINANCE**

[*BOND PURCHASE AGREEMENT*]

[On File in the Office of the City Clerk.]

**EXHIBIT D
TO ORDINANCE**

PURCHASER'S LETTER OF REPRESENTATIONS

_____, 20__

Mayor and City Council
City of Mattoon
208 North 19th Street
Mattoon, Illinois 61938

Re: \$4,255,000 original principal amount of City of Mattoon, Coles County, Illinois, General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of \$_____ principal amount of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A, issued by the City of Mattoon, Coles County, Illinois (the "City") pursuant to an Ordinance of the City passed on May 2, 2017 (the "Ordinance"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance. The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase by the undersigned of the Bonds. The undersigned is able to bear the economic risk represented by the purchase by the undersigned of the Bonds. The undersigned understands that the Bonds shall be general obligations of the City payable as to both principal and interest from (a) a pledge of the 1/2% non-home rule sales tax imposed by the City, and (b) ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable property within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal or redemption price of and interest on the Bonds as the same become due.

2. The undersigned has made its own inquiry and analysis with respect to or affecting the likelihood of the payment of the Bonds. The undersigned acknowledges that the City has offered to give access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the undersigned has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Bonds, this financing transaction and the City.

3. As a sophisticated investor, the undersigned has made its own decision to purchase the Bonds based solely upon its own inquiry and analysis.

4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge,

transfer, convey, hypothecate, mortgage or dispose of the Bonds or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Bonds as set forth in paragraph 6 below.

5. The undersigned is purchasing the Bonds for its own account for investment (and not on behalf of another) and has no present intention of reselling the Bonds or dividing its interest therein; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Bonds at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Bonds as set forth in paragraph 6 below.

6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Bonds shall be limited to the sale, assignment, negotiation or transfer to an Approved Investor (as defined in the Ordinance).

7. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or effected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Bonds in violation of this letter.

8. The undersigned has satisfied itself that the Bonds may be legally purchased by the undersigned.

Sincerely,

_____,
as Purchaser

By: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COLES)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Mattoon, Coles County, Illinois (the "City"), and as such officer I am the keeper of the records and files of the City Council of said City.

I do further certify that the foregoing constitutes a full, true and complete copy of an ordinance adopted at a legally convened meeting of said City Council of said City held on May 2, 2017, which ordinance is entitled:

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2017A, OF THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

I do further certify that the deliberations of the City Council of said City on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council of said City at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific reference to said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that said City Council has complied with all of the applicable provisions of said Act, said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said City, this 1st day of November, 2017.

City Clerk, City of Mattoon, Coles County,
Illinois

(SEAL)

ORDINANCE NO. 2017-5398

OF THE

**CITY OF MATTOON,
COLES COUNTY, ILLINOIS**

PASSED

MAY 2, 2017

**\$2,980,000
TAXABLE GENERAL OBLIGATION REFUNDING BONDS
(ALTERNATE REVENUE SOURCE)
SERIES 2017B**

ORDINANCE

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- Exhibit A – Form of Bonds
- Exhibit B – [*Bond Purchase Agreement*]
- Exhibit C – Purchaser’s Letter of Representations

ORDINANCE NO. 2017-5398

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2017B, OF THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Mattoon, Coles County, Illinois (the “City”) is a non-home rule city and political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois; and

WHEREAS, the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2009B (the “Series 2009B Bonds”) were issued in accordance with the requirements of the Local Government Debt Reform Act of the State of Illinois, as amended (the “Debt Reform Act”) to renovate and improve the Cross County Mall, including renovations to the façade, roof, HVAC, parking facilities and drainage facilities (the “Project”); and

WHEREAS, the City Council, on the 7th day of October, 2008 adopted Ordinance No. 2008-5263 (the “Authorizing Ordinance”), authorizing the issuance of the Series 2009B Bonds, being general obligation bonds payable from a revenue source as provided by the Act; and

WHEREAS, on the 9th day of October, 2008, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in the *Journal Gazette & Times-Courier*; and

WHEREAS, more than thirty (30) days expired from the date of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon was filed with the City Clerk requesting that the question of the issuance of the Series 2009B Bonds be submitted to referendum; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, notice of a public hearing (the “Hearing”) to be held on the 7th day of October, 2008 was given by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Journal Gazette & Times-Courier*, the same being a newspaper having general circulation in the City, concerning the intent of the City Council to sell \$4,000,000 principal amount of the Series 2009B Bonds to fund the Project, where the City Council explained the reasons for the proposed bond issue and permitted persons in attendance desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was held and finally adjourned on the 7th day of October, 2008, and not less than seven (7) days passed since the final adjournment of the Hearing before approval of Ordinance No. 2009-5276, which authorized the issuance of the Series 2009B Bonds; and

WHEREAS, the City Council has determined that it is advisable, necessary and in the best interests of the City to refund the City's outstanding Series 2009B Bonds, maturing in the years 2018 and thereafter (the "Refunded Bonds") by issuing the Bonds (as defined herein) (the "Refunding"); and

WHEREAS, the estimated cost of the Refunding includes legal, financial, bond discount, printing and publication costs, and other expenses, and there are insufficient funds on hand and lawfully available to pay such cost; and

WHEREAS, it is necessary and for the best interests of the City that the Refunding be undertaken and, in order to raise the funds required for such purpose, it will be necessary for the City to borrow \$2,980,000 and in evidence thereof to issue alternate bonds in the aggregate principal amount of \$2,980,000, all in accordance with the Act; and

WHEREAS, the City is authorized to refund the Refunded Bonds under the Act; and

WHEREAS, the Bonds are issued on a parity with the Series 2017A Bonds (as defined herein), which are expected to be issued on the same date as the Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

"Act" means, collectively, the Illinois Municipal Code, as supplemented and amended, the Debt Reform Act, as supplemented and amended, and the other Omnibus Bond Acts, as supplemented and amended.

"Additional Bonds" means any alternate bonds issued in the future in accordance with the provisions of the Act on a parity with and sharing ratably and equally in the Pledged Revenues.

"Approved Investor" means (a) the Purchaser, (b) any related or affiliated party(s) of the Purchaser (as defined under federal securities laws), (c) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, or (d) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933.

"Authorized Denominations" means \$100,000 and integral multiples of \$5,000 in excess thereof.

"Bond Counsel" means Gilmore & Bell, P.C., Edwardsville, Illinois, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"Bond Fund" means the fund by that name referred to in **Section 501** hereof.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

[***“Bond Purchase Agreement”** means the Bond Purchase Agreement between the City and the Purchaser, in substantially the form attached hereto as **Exhibit C.***]

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bond Year” means the twelve-calendar-month period commencing on December 2 of each year and ending on the following December 1.

“Bonds” means the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B, authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“City” means the City of Mattoon, Coles County, Illinois, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in an escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the same rating category as United States Government Obligations by Moody's Investors Service, Inc. or S&P Global Ratings.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Ordinance" means this Ordinance adopted by the City Council of the City, authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Paying Agent" means the Purchaser, and any successors or assigns.

"Person" means any natural person, corporation, limited liability company, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Pledged Moneys" means Pledged Revenues and Pledged Taxes.

"Pledged Revenues" means (a) the 1/2% non-home rule sales tax imposed by the City, (b) the tax increment financing revenues from the Broadway East Redevelopment Project Area designated by the City under the Tax Increment Allocation Redevelopment Act, and (c) the business district sales tax imposed by the City in the Broadway East Business District pursuant to the Business District Development and Redevelopment Act.

"Pledged Revenues Account" means the Pledged Revenues Account established in the Bond Fund pursuant to **Section 501** hereof.

"Pledged Taxes" means the ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount and pledged by the City as security for the Bonds.

"Pledged Taxes Account" means the Pledged Taxes Account established in the Bond Fund pursuant to **Section 501** hereof.

“**Purchaser**” means _____, _____, _____, the original purchaser of the Bonds.

“**Record Date**” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“**Redemption Date**” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“**Redemption Price**” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

“**Refunded Bond Ordinance**” means Ordinance No. 2009-5276 adopted by the City Council of the City on April 21, 2009, which authorized the issuance of the Series 2009B Bonds.

“**Refunded Bonds**” means the outstanding Series 2009B Bonds maturing on December 1, 2018 and thereafter, outstanding in the aggregate principal amount of \$2,930,000.

“**Registered Owner**” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“**Series 2009B Bonds**” means the City’s Taxable General Obligation Bonds (Alternate Revenue Source), Series 2009B, issued in the original principal amount of \$4,000,000.

“**Series 2017A Bonds**” means the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A, expected to be issued by the City on the same date as the Bonds.

“**Special Record Date**” means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204** hereof.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are held in a custodial account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B (the “Bonds”) in the original principal amount of \$2,980,000, which are being issued for the purpose of providing funds to (a) refund the Refunded Bonds and (2) pay the costs of issuing the Bonds.

Section 202. Description of Bonds.

(a) The Bonds shall consist of fully-registered bonds, numbered from 1 upward in order of issuance, in Authorized Denominations. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof.

(b) The Bonds shall be dated the date of original issuance and delivery thereof, shall become due on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in **Article III** hereof, and shall bear interest at the rate of _____% per annum.

(c) The Bonds shall bear interest at the above-specified rate (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2018.

Section 203. Designation of Paying Agent.

(a) The Purchaser is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds.

(b) The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal of each Bond shall be paid at Maturity by check, electronic transfer or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal payment office designated by the Paying Agent.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (1) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Registered Owner, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgement that electronic transfer fees may be applicable.

(d) Any payment of principal or Redemption Price of or interest on the Bonds that becomes due on a day which is not a Business Day shall be made on the next succeeding Business Day without additional interest accruing after the stated due date.

(e) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time period) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time period. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(f) The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds, and shall, at the written request of the City, forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the principal corporate trust office of the Paying Agent or such other office designated by the Paying Agent. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

(b) **The Bonds and beneficial interests therein may only be purchased by or transferred to Approved Investors and only upon the execution by the proposed purchaser or transferee of a letter in substantially the form attached as Exhibit C hereto.** Subject to the limitations of the preceding sentence, Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal corporate trust office of the Paying Agent or such other office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Any costs or fees associated with transferring or exchanging Bonds are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay

any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required to register the transfer or exchange of any Bond (1) that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 5 days next preceding the date of mailing of such notice of redemption, or (2) during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners. The authority of any designated representative of such Registered Owners must be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication and payment to the City of the purchase price of the Bonds, the Paying Agent shall deliver the Bonds to the Purchaser.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (1) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent to save each of the City and the Paying Agent harmless, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City may, in its discretion, direct the Paying Agent to pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the City's prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the City.

Section 209. Sale of Bonds. [*The Mayor is hereby authorized to enter into the Bond Purchase Agreement, under which the City agrees to sell the Bonds to the Purchaser at a purchase price of \$_____, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Mayor, which officer is hereby authorized to execute the Bond Purchase Agreement for and on the City's behalf, such officer's signature thereon being conclusive evidence of their approval thereof.*] [*The Bonds shall be sold to the Purchaser at a purchase price of \$_____.*]

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) *No Optional Redemption.* The Bonds are not subject to optional redemption and payment prior to their Stated Maturity.

(b) *Mandatory Redemption.* The Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. Moneys

on deposit in the Bond Fund shall be sufficient to redeem, and the City shall redeem on December 1 in each year, the following principal amounts of the Bonds:

<u>Year</u>	<u>Principal Amount</u>
2018	\$195,000
2019	215,000
2020	230,000
2021	245,000
2022	255,000
2023	270,000
2024	285,000
2025	295,000
2026	315,000
2027	330,000
2028*	345,000

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Bonds so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Bonds of the same Stated Maturity in chronological order, and the principal amount of Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption.

Section 302. Selection of Bonds to Be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be selected by the Paying Agent in Authorized Denominations by lot or in such other equitable manner as the Paying Agent may determine.

(b) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$100,000 are then Outstanding, then for all purposes in connection with such redemption each \$100,000 of face value shall be treated as though it were a separate Bond of the denomination of \$100,000. If it is determined that one or more, but not all, of the \$100,000 units of face value represented by any Bond are

selected for redemption, then upon notice of intention to redeem such \$100,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$100,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$100,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first class mail at least 10 days but not more than 30 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the principal amount of the Bonds to be redeemed;

(4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal payment office of the Paying Agent or such other office designated by the Paying Agent.

(c) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(d) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

(e) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. General Obligations. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the City’s territorial limits. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax.

(a) For the purpose of providing for the payment of the principal or Redemption Price of and interest on the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of such principal or Redemption Price of and interest as the same becomes due and payable in each year, as follows:

<u>For the Levy Year</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
2017	\$ _____ for principal and interest
2018	\$ _____ for principal and interest
2019	\$ _____ for principal and interest
2020	\$ _____ for principal and interest
2021	\$ _____ for principal and interest
2022	\$ _____ for principal and interest
2023	\$ _____ for principal and interest
2024	\$ _____ for principal and interest
2025	\$ _____ for principal and interest
2026	\$ _____ for principal and interest
2027	\$ _____ for principal and interest

(b) The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the City’s other ad valorem taxes are levied and collected. The proceeds derived from said taxes shall be deposited in the Pledged Taxes Account of the Bond Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal or Redemption Price of and interest on the Bonds as and when the same become due.

(c) If at any time said taxes are not collected in time to pay the principal of and interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal of and interest on the Bonds out of the City’s general funds and to reimburse said general funds for money so expended when said taxes are collected.

(d) The City covenants and agrees with the Registered Owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Pledged Taxes Account of the Bond Fund.

(e) Notwithstanding anything to the contrary herein, whenever the City Council determines that funds are or will be available to pay any principal of or interest on the Bonds when due so as to enable the abatement of the Pledged Taxes levied for the same, the City Council or the officers of the City shall direct the abatement of such Pledged Taxes by filing an appropriate certification of such abatement with the County Clerk of Coles County, Illinois in a timely manner to effect such abatement. If for any reason there is abatement of such levy of taxes and the failure thereafter to pay the principal of and interest on the Bonds, the additional amount, together with accrued interest, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 403. Filing of Ordinance. Upon the passage of this Ordinance, the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of Coles County, Illinois, and it shall be the duty of said County Clerk for each of the years required to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed in the Pledged Taxes Account of the Bond Fund.

Section 404. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys as provided herein and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, as provided in **Section 402** hereof, in which case the amount of the Outstanding Bonds shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

Section 405. General Covenants. The City covenants and agrees with the holders of the Bonds that so long as the Bonds or any of them remain outstanding and unpaid, either as to principal or interest:

(a) The City hereby pledges the Pledged Revenues to the payment of the Bonds, and the City covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional 0.25 times debt service on the Bonds, all in accordance with Section 15 of the Debt Reform Act.

(b) The City will punctually pay or cause to be paid from the sources herein provided the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

(c) The City will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues or Pledged Taxes, or any part thereof, or upon any funds in the hands of the Paying Agent, or which might

impair the security of the Bonds. Nothing herein contained shall require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

(d) The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues, the Pledged Taxes, the Bond Fund and associated subaccounts. Such books of record and accounts will at all times during business hours be subject to the inspection of the Registered Owners of not less than 10% of the principal amount of the outstanding Bonds or their representatives authorized in writing.

(e) The City will preserve and protect the security of the Bonds and the rights of the Registered Owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

(f) The City will adopt, make, execute and deliver any and all such further ordinance, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the Registered Owners of the Bonds of the rights and benefits provided in this Ordinance.

(g) As long as any Bonds are outstanding under this Ordinance, the City will continue to deposit the Pledged Revenues (or other lawfully available funds) into the Pledged Revenues Account and, if necessary, the Pledged Taxes into the Pledged Taxes Account. The City covenants and agrees with the purchasers of the Bonds and with the Registered Owners thereof that so long as any Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to collect the Pledged Revenues. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and Pledged Taxes may be collected as provided herein and deposited into the Pledged Revenues Account and Pledged Taxes Account, respectively, as provided herein.

(h) Once issued, the Bonds shall be and forever remain until paid or defeased a general obligation of the City, the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Debt Reform Act.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds and Accounts. There have been or shall be established in the City's treasury and shall be held and administered by the City Treasurer a Bond Fund consisting of a Pledged Revenues Account and a Pledged Taxes Account.

Section 502. Deposit of Bond Proceeds and Other Money. The proceeds received from the sale of the Bonds, together with other legally available funds of the City, shall be applied, as follows:

(a) \$_____ (consisting of \$_____ of the proceeds of the Bonds and \$_____ of other legally available funds of the City) shall be transferred to the paying agent for the Refunded Bonds and used to redeem the Refunded Bonds on December 1, 2017.

(b) \$ _____ of the proceeds of the Bonds shall be used to pay costs of issuing the Bonds. Any proceeds not used to pay costs of issuance by April 1, 2018 shall be transferred to the Bond Fund to pay interest on the Bonds.

Section 503. Application of Money in Bond Fund.

(a) All of the Pledged Moneys designated to pay the principal of and interest on the Outstanding Bonds shall be set aside and deposited by the City Treasurer into the Bond Fund in accordance with the terms hereof, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Outstanding Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

(b) The Pledged Moneys are to be paid to the City Treasurer by the officers who collect or receive the Pledged Moneys. The City Treasurer shall transfer and deposit the Pledged Moneys into the Bond Fund in accordance with the terms of this Ordinance. The moneys on deposit in the Bond Fund shall be used by the City solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as hereinafter provided to the separate accounts hereby created within the Bond Fund to be known as the "Pledged Revenues Account" and the "Pledged Taxes Account."

(1) *Pledged Revenues Account.* The City Treasurer shall transfer and deposit into the Pledged Revenues Account such amount of the Pledged Revenues as may be necessary until there is accumulated and held, in cash and investments, in the Pledged Revenues Account an amount sufficient to pay the principal of and interest on the Outstanding Bonds due on the next Bond Payment Date.

(2) *Pledged Taxes Account.* The City Treasurer shall deposit the Pledged Taxes to the credit of the Pledged Taxes Account, which Pledged Taxes are irrevocably pledged and shall be used only for the purpose of paying the principal of and interest on the Outstanding Bonds.

(c) In the event that there shall be moneys to the credit of both the Pledged Revenues Account and the Pledged Taxes Account in the Bond Fund on any Interest Payment Date for the Outstanding Bonds, the Pledged Taxes Account shall be fully depleted before moneys to the credit of the Pledged Revenues Account shall be used to pay principal of or interest on the Outstanding Bonds.

Section 504. Deposits and Investment of Money.

(a) Money in each of the funds or accounts created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions with a branch or office located in the State of Illinois that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Illinois. All money held in the funds or accounts created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

(b) Money held in any fund or account referred to in this Ordinance may be invested by the City Treasurer at the direction of the City Council, in accordance with this Ordinance, in any investment permissible under the laws of the State of Illinois; provided, however, that no such investment may be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the principal of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Redemption of Refunded Bonds. The Refunded Bonds are hereby called for redemption and payment prior to maturity on December 1, 2017. Such bonds shall be redeemed at the principal payment office of The Bank of New York Mellon Trust Company, N.A., the paying agent for the Refunded Bonds, by the payment on the redemption date of the redemption price thereof and accrued interest thereon to the redemption date. In accordance with the requirements of the Refunded Bond Ordinance, the City Council hereby authorizes the Mayor or the City Administrator to cause notice of the call for redemption and payment of such Refunded Bonds to be given in the manner provided in the Refunded Bond Ordinance. The officers of the City and the paying agent for the Refunded Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of such Refunded Bonds as herein provided.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Illinois;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the Pledged Moneys and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company with a branch or office located in the State of Illinois and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated

to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 801. Annual Audit.

(a) Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

(c) As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 802. Amendments.

(a) The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk. No such modification or alteration may:

(1) extend the maturity of any payment of principal or interest due upon any Bond or alter an optional Redemption Date;

(2) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;

(3) permit preference or priority of any Bond over any other Bond; or

(4) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or

ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 803. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A**) if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 804. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 805. Series 2017A Bonds. The Bonds and the Series 2017A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Pledged Revenues consisting of the 1/2% non-home rule sales tax imposed by the City. The Bonds shall not have any priority with respect to the payment of principal or interest from such Pledged Revenues over the Series 2017A Bonds and the Series 2017A Bonds shall not have any priority with respect to the payment of principal or interest from such Pledged Revenues or otherwise over the Bonds.

Section 806. Additional Bonds. The City reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Outstanding Bonds; provided that no Additional Bonds shall be issued except in accordance with the provisions of the Debt Reform Act.

Section 807. Further Authority. The officers of the City, including the Mayor, the City Administrator, the City Treasurer and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 808. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Registered Owners of the Bonds.

Section 809. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 810. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

Section 811. Effective Date. This Ordinance shall take effect and be in full force immediately from and after passage by the City Council.

Upon motion by _____ seconded by _____,
adopted this 2nd day of May, 2017, by a roll call vote, as follows:

Aye: _____
Nay: _____
Absent: _____

Approved this 2nd day of May, 2017.

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

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

Daniel C. Jones, City Attorney

Recorded in the Municipality's Records on May 2, 2017.

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED ORDINANCE.***

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**Registered
No. 1**

**Registered
\$2,980,000**

**CITY OF MATTOON,
COLES COUNTY, ILLINOIS
TAXABLE GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE)
SERIES 2017B**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
_____ %	December 1, 2028	November 1, 2017	<u>N/A</u>

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: **TWO MILLION NINE HUNDRED EIGHTY
THOUSAND DOLLARS**

THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, a non-home rule city and political subdivision of the State of Illinois (the “City”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the dated date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2018, until said principal amount has been paid.

The principal of this Bond shall be paid at maturity by check, electronic transfer or draft to the Person in whose name this Bond is registered at the maturity thereof, upon presentation and surrender of this Bond at the payment office designated by the Paying Agent. The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent (the “Bond Register”) at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address

furnished to the Paying Agent in writing by such Registered Owner or (b) electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Owner, containing the electronic transfer instructions including the name and address of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgement that electronic transfer fees may be applicable. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B,” aggregating the principal amount of \$2,980,000 (the “Bonds”), issued by the City for the purpose of refunding the City’s outstanding Taxable General Obligation Bonds (Alternate Revenue Source), Series 2009B, under the authority of and in full compliance with the constitution and laws of the State of Illinois, including the Illinois Municipal Code, the Local Government Debt Reform Act, and the other Omnibus Bond Acts, all as supplemented and amended (collectively, the “Act”), and an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

The Bonds are not subject to optional redemption and payment prior to their Stated Maturity.

Bonds maturing on December 1, 2028 are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance on December 1, 2018, and each December 1 thereafter, at the Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 10 days but not more than 30 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year.

The Bonds are payable ratably and equally from (1) the 1/2% non-home rule sales tax imposed by the City, (2) the tax increment financing revenues from the Broadway East Redevelopment Project Area designated by the City under the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code, (3) the business district sales tax imposed by the City in the Broadway East Business District pursuant to the Business District Development and Redevelopment Act of the Illinois Municipal Code (collectively, the “Pledged Revenues”), and (4) ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount (the “Pledged Taxes”), all in accordance with the provisions of the Act. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

The Bonds are issuable in the form of fully-registered Bonds in the denominations of \$100,000 or any \$5,000 integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination having the same Maturity Date and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS BOND SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS THAT TERM IS DEFINED IN THE ORDINANCE. Accordingly, this Bond will be transferable only upon prior delivery to the Paying Agent of a letter in substantially the form attached to the Ordinance as **Exhibit C**, signed by the transferee, showing that such transferee is an Approved Investor. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Illinois and that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal of and interest on the Bonds when due.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF MATTOON, COLES COUNTY, ILLINOIS

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

_____,
Paying Agent

(Seal)

ATTEST:

By _____
Authorized Signatory

City Clerk



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

**EXHIBIT B
TO ORDINANCE**

[*BOND PURCHASE AGREEMENT*]

[On File in the Office of the City Clerk.]

**EXHIBIT C
TO ORDINANCE**

PURCHASER'S LETTER OF REPRESENTATIONS

_____, 20__

Mayor and City Council
City of Mattoon
208 North 19th Street
Mattoon, Illinois 61938

Re: \$2,980,000 original principal amount of City of Mattoon, Coles County, Illinois, Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of \$_____ principal amount of Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B, issued by the City of Mattoon, Coles County, Illinois (the "City") pursuant to an Ordinance of the City passed on May 2, 2017 (the "Ordinance"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance. The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase by the undersigned of the Bonds. The undersigned is able to bear the economic risk represented by the purchase by the undersigned of the Bonds. The undersigned understands that the Bonds shall be general obligations of the City payable as to both principal and interest from (a) the 1/2% non-home rule sales tax imposed by the City, (b) the tax increment financing revenues from the Broadway East Redevelopment Project Area designated by the City under the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code, (c) the business district sales tax imposed by the City in the Broadway East Business District pursuant to the Business District Development and Redevelopment Act of the Illinois Municipal Code, and (d) ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable property within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal or redemption price of and interest on the Bonds as the same become due.

2. The undersigned has made its own inquiry and analysis with respect to or affecting the likelihood of the payment of the Bonds. The undersigned acknowledges that the City has offered to give access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the undersigned has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Bonds, this financing transaction and the City.

3. As a sophisticated investor, the undersigned has made its own decision to purchase the Bonds based solely upon its own inquiry and analysis.

4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Bonds or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Bonds as set forth in paragraph 6 below.

5. The undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Bonds at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Bonds as set forth in paragraph 6 below.

6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Bonds shall be limited to the sale, assignment, negotiation or transfer to an Approved Investor (as defined in the Ordinance).

7. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or effected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Bonds in violation of this letter.

8. The undersigned has satisfied itself that the Bonds may be legally purchased by the undersigned.

Sincerely,

_____,
as Purchaser

By: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COLES)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Mattoon, Coles County, Illinois (the “City”), and as such officer I am the keeper of the records and files of the City Council of said City.

I do further certify that the foregoing constitutes a full, true and complete copy of an ordinance adopted at a legally convened meeting of said City Council of said City held on May 2, 2017, which ordinance is entitled:

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2017B, OF THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

I do further certify that the deliberations of the City Council of said City on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council of said City at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific reference to said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that said City Council has complied with all of the applicable provisions of said Act, said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said City, this 1st day of November, 2017.

City Clerk, City of Mattoon, Coles County,
Illinois

(SEAL)

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2017-2994

**APPROVING A TAX COMPLIANCE PROCEDURE FOR
THE CITY OF MATTOON, COLES COUNTY, ILLINOIS**

WHEREAS, the Internal Revenue Service (the “IRS”) has advised issuers of obligations the interest on which is excludable from gross income for federal income tax purposes, to adopt separate written procedures for monitoring post-issuance federal tax requirements for such obligations; and

WHEREAS, the City Council of the City of Mattoon, Coles County, Illinois (the “City”) finds it is in the best interest of the City to adopt certain procedures to comply with the IRS directive and to improve tax law compliance and documentation with respect to the City’s outstanding obligations;

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

Section 1. Approval of Tax Compliance Procedure. The Tax Compliance Procedure in substantially the form attached hereto as **Exhibit A** is hereby approved.

Section 2. Further Authority. The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the approval of the Compliance Procedure. All of the acts and undertakings of such officers and representatives that are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 3. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

PASSED by the City Council of the City of Mattoon, Coles County, Illinois, this 2nd day of May, 2017.

[Seal]

Mayor

ATTEST:

City Clerk

EXHIBIT A

TAX COMPLIANCE PROCEDURE

**CITY OF MATTOON,
COLES COUNTY, ILLINOIS**

TAX COMPLIANCE PROCEDURE

Dated May 2, 2017

TAX COMPLIANCE PROCEDURE

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* * *

TAX COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

“Annual Compliance Checklist” means a questionnaire and/or checklist described in **Section 6.1** hereof that is completed each year for a Tax-Exempt Bond issue.

“Bond Compliance Officer” means the Finance Director of the Issuer or, if the position of Finance Director is vacant, the person filling the responsibilities of the Finance Director.

“Bond Counsel” means a law firm selected by the Issuer to provide a legal opinion regarding the tax status of interest on Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Issuer on matters referenced in this Compliance Procedure.

“Bond Restricted Funds” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Agreement for a Tax-Exempt Bond issue.

“Bond Transcript” means the “transcript of proceedings” or other similar titled set of documents assembled by Bond Counsel following the issuance of Tax-Exempt Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Procedure” means this Tax Compliance Procedure.

“Cost” or **“Costs”** means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project or costs of issuing Tax-Exempt Bonds.

“Final Written Allocation” means the Final Written Allocation of Tax-Exempt Bond proceeds prepared pursuant to **Section 5.4** hereof.

“Financed Assets” means that part of a Project treated as financed with Tax-Exempt Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Issuer and the Tax Agreement for the Tax-Exempt Bond issue.

“Governing Body” means the City Council of the Issuer.

“Intent Resolution” means a resolution of the Governing Body stating (a) the intent of the Issuer to finance all or a portion of a Project with proceeds of Tax-Exempt Bonds, (b) the expected maximum size of the Tax-Exempt Bonds, and (c) the intent of the Issuer to reimburse the Costs paid by the Issuer from proceeds of the Tax-Exempt Bonds.

“IRS” means the Internal Revenue Service.

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

“Placed In Service” means that date (as determined by the Bond Compliance Officer) when the Project is substantially complete and in operation at substantially its designed level.

“Project” means all tangible or intangible property financed in whole or in part with Tax-Exempt Bonds that is functionally related or integrated in use, that is located on the same physical site or proximate sites, and that is expected to be Placed In Service within a one-year period.

“Rebate Analyst” means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Agreement.

“Tax Agreement” means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Issuer setting out representations and covenants for satisfying the post-issuance tax compliance requirements for a Tax-Exempt Bond issue.

“Tax-Exempt Bond(s)” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer, the proceeds of which are to be loaned or otherwise made available to the Issuer, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding or authorized to be issued and subject to this Compliance Procedure as of the date hereof, is attached as **Exhibit A** hereto.

“Tax-Exempt Bond File” means documents and records which may consist of paper and electronic medium, maintained for each Tax-Exempt Bond. Each Tax-Exempt Bond File will include the following information if applicable:

- (a) Intent Resolution.
- (b) Bond Transcript.
- (c) Final Written Allocation and/or all available accounting records related to the Project showing expenditures allocated to the proceeds of a Tax-Exempt Bond and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculation.
- (e) Forms 8038-T together with proof of filing and payment of rebate.
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Agreement involving the use of the Project or expenditures related to tax compliance for the Tax-Exempt Bonds.

- (h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript.
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
- (j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP).
- (k) Any available questionnaires or correspondence substantiating the use of the Project in accordance with the terms of the Tax Agreement for the Tax-Exempt Bond issue.
- (l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) Issuer's Use of Tax-Exempt Financing. The Issuer finances various Projects and assets with proceeds of Tax-Exempt Bonds. The Issuer understands that it receives favorable interest rates and terms on Tax-Exempt Bonds but that in exchange for the right to issue Tax-Exempt Bonds, federal tax law imposes ongoing requirements on the Issuer that it must comply with in order for the favorable interest rates and terms to continue. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Exempt Bonds and related funds, as well as restrictions on the use of the Project and Financed Assets.

(b) IRS Recommends Separate Written Policies and Procedures; Purpose of Compliance Procedure. The Issuer recognizes that the IRS has stated all issuers of Tax-Exempt Bonds should have a *separate* written policy and procedure regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Issuer Commitment. The Issuer is committed to full compliance with the federal tax law requirements for all of its outstanding and future tax-exempt and tax-advantaged financings. This Compliance Procedure is adopted by the Governing Body to comply with the IRS directives and to improve tax law compliance and documentation.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Tax-Exempt Bonds currently authorized or outstanding and all Tax-Exempt Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Agreement or any other specific written instructions of Bond Counsel agreed to by the Issuer, the terms of the Tax Agreement or specific written instructions of Bond Counsel agreed to by the Issuer will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel and agreed to by the Issuer as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Agreement for the future issue. Any requirements imposed on the Issuer in the Tax Agreement will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Governing Body. Copies of this Compliance Procedure and any amendments will be included in the records of the Issuer.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure.

Section 3.2. Training.

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Issuer.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Issuer will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance Procedure to ensure the Issuer's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV

TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 4.1. Tax-Exempt Bonds Covered by Article IV Procedures. This Article IV applies to all Tax-Exempt Bonds currently outstanding or authorized to be issued as of the date of this Compliance Procedure. These Tax-Exempt Bonds are listed on **Exhibit A** hereto.

Section 4.2. Tax-Exempt Bond File. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for each Tax-Exempt Bond that is listed on **Exhibit A** hereto.

Section 4.3. Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Issuer and cause Annual Compliance Checklists to be completed for all outstanding Tax-Exempt Bonds and will follow the procedures specified in **Article VI** hereof to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Exempt Bond File.

Section 4.4. Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on **Exhibit A** hereto, the Bond Compliance Officer will follow the

procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance to the extent it is within the Bond Compliance Officer's authority to do so and the cost has been appropriated by the Governing Body. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES

Section 5.1. Application. This Article V applies to Tax-Exempt Bond financings issued on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Tax-Exempt Bonds.

(a) Intent Resolution. The Governing Body will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of this authorizing resolution, the Governing Body may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement this Compliance Procedure.

(c) Tax Agreement. Each Tax-Exempt Bond issue will include a Tax Agreement signed by the Bond Compliance Officer. The Tax Agreement will (1) describe the Project and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, require the Issuer to complete a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Exempt Bond issue. The Bond Compliance Officer will confer with Bond Counsel and the Issuer's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Agreement.

(d) Preliminary Cost Allocations. For new money financings, the Bond Compliance Officer, in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project. The preliminary cost allocation plan will identify the assets and expected costs for the Project, and, when necessary, will break-out the portions of Costs that the Issuer expects to finance with Tax-Exempt Bonds from the portions expected to be financed from other sources.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the draft Tax Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bond issue.

Section 5.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Issuer's financial records for this purpose. In recording Costs for the Project, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Exempt Bonds that refund prior issues, the Tax Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced debt.

(c) Tax-Exempt Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

Section 5.4. Final Allocation of Bond Proceeds.

(a) Bond Compliance Officer Responsible for Preparation of Final Written Allocation; Timing. The Bond Compliance Officer is responsible for making a written allocation of Tax-Exempt Bond proceeds to expenditures and the identification of Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Exempt Bond proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project has been substantially completed, or (3) four and one-half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Bond Compliance Officer will prepare and/or document the Final Written Allocation for the Project financed by the refunded Tax-Exempt Bonds in accordance with the advice of Bond Counsel and include it in the Tax Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money of the Issuer to the Costs of the Project. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project to the proceeds of the Tax-Exempt Bonds in accordance with the Issuer's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project, (2) the percentage of the cost of the Project financed with proceeds of the Tax-Exempt Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project's Placed In Service date, (4) the estimated economic useful life of the Project, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project that the Final Written Allocation or the Tax Agreement treats as having been financed by Tax-Exempt Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the Tax Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Annual Compliance Checklist.

(d) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Issuer or

Bond Counsel for sufficiency and compliance with the Tax Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

Section 5.5. Correcting Deficiencies in Compliance. In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for a Tax-Exempt Bond listed on **Exhibit A** hereto, the Bond Compliance Officer will follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance to the extent it is within the Bond Compliance Officer's authority to do so and the cost has been appropriated by the Governing Body. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE VI

ONGOING MONITORING PROCEDURES

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Agreement to legal counsel to the Issuer or Bond Counsel and, if recommended by counsel, will follow the procedures recommended by counsel.

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds, if any, and, unless an issue of Tax-Exempt Bonds is exempt from rebate, will provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, THIS 2nd DAY OF MAY, 2017.

EXHIBIT A

LIST OF TAX-EXEMPT BONDS COVERED BY THIS COMPLIANCE PROCEDURE

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A

Nothing follows