

The City Council of the City of Mattoon held a Regular City Council meeting in the Council Chambers of City Hall on August 2, 2022. Mayor Hall presided and called the meeting to order at 6:30 p.m.

Mayor Hall led the Pledge of Allegiance.

The following members of the Council answered roll call physically present in person: YEA Commissioner Jim Closson, YEA Commissioner Cox(attended by audio means), YEA Commissioner Sandra Graven, and YEA Mayor Hall. Commissioner David Phipps was absent

Also physically present were City personnel: City Administrator Kyle Gill, City Attorney Daniel C. Jones, Finance Director/Treasurer Beth Wright, Public Works Director Dean Barber, Arts & Tourism Director Angelia Burgett, Fire Chief Jeff Hilligoss, Police Chief Sam Gaines, and City Clerk Susan O’Brien.

CONSENT AGENDA

Mayor Hall seconded by Commissioner Closson move to approve the consent agenda consisting of Regular Meeting minutes of July 19, 2022; bills and payroll for the last half of July, 2022; and Resolution No. 2022-3201, approving the continuance of a Local State of Emergency due to the Coronavirus (COVID – 19).

	<u>Bills and payroll for the last half of July, 2022</u>	
	<u>General Fund</u>	
Payroll	\$	288,583.49
Bills	\$	<u>144,573.53</u>
	Total	\$ 433,157.02
	<u>Hotel Tax Administration</u>	
Payroll	\$	4,134.41
Bills	\$	<u>1,263.92</u>
	Total	\$ 5,398.33
	<u>Festival Mgmt Fund</u>	
Bills	\$	<u>51,116.40</u>
	Total	\$ 51,116.40
	<u>Capital Project Fund</u>	
Bills	\$	<u>24,659.59</u>
		\$ 24,959.59
	<u>Mobile Equipment Fund</u>	
Bills	\$	<u>79,490.00</u>
		\$ 79,490.00
	<u>Insurance & Tort Jdgmnt</u>	
Bills	\$	<u>1,617.76</u>
	Total	\$ 1,617.76
	<u>Water Fund</u>	

Payroll		\$	45,539.78
Bills		\$	22,688.88
	Total	\$	68,228.66
<u>Sewer Fund</u>			
Payroll		\$	43,440.72
Bills		\$	225,502.00
	Total	\$	268,942.72
<u>Health Insurance Fund</u>			
Bills		\$	141,623.50
	Total	\$	141,623.50
<u>Motor Fuel Tax Fund</u>			
Bills		\$	25,580.94
	Total	\$	25,580.94

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2022-3201

DECLARATION OF LOCAL STATE OF EMERGENCY

Pursuant to the authority vested in the office of Mayor by the Illinois Municipal Code Section 5/11-1-6, the Illinois Emergency Management Agency Act Section 3305/11 and Ordinance No. 2020-5430 of the City of Mattoon, I, Rick Hall, Mayor of the City of Mattoon do hereby declare that a Local State of Emergency exists as of this date, August 2, 2022, and shall continue until such time as provided in Ordinance No. 2020-5430.

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern and on March 11, 2020 declared a worldwide pandemic; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois has issued a disaster proclamation on March 9, 2020 due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, the City Administration has coordinated its response with other Coles County governmental entities.

The nature of the emergency is related to the COVID-19 virus which is causing or anticipated to cause widespread impacts on the health of members of the community.

During the existence of the Local State of Emergency, the Mayor shall execute such authority as provided under the Illinois Municipal Code, the Illinois Emergency Management Agency Act and Ordinance No. 2020-5430.

This Declaration of Local State of Emergency shall be filed with the City Clerk as soon as practicable.

I, Rick Hall, whose name is signed to this instrument, being first duly sworn, signed and executed the instrument as the Declaration of Local State of Emergency, and that I signed willingly, and that I executed it as my free and voluntary act for the purposes therein expressed.

/s/Rick Hall
Rick Hall, Mayor
City of Mattoon, Coles County, Illinois

Mayor Hall declared the motion carried by the following omnibus vote: YEA Commissioner Closson, YEA Commissioner Cox, YEA Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

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 also ask you to state your name and address for the record as well as stand when speaking.

Mayor Hall opened the floor for Public comment. Mr. Carlos Ortega, Executive Director of Elevate, requested consideration of implementing a new Revolving Loan policy for small business owners with an \$100,000 grant to fund Elevate's own revolving loan financing. Mayor Hall noted the funds were constantly in use; and inquired whether the funds would be returned to the City if Elevate dissolved with Mr. Ortega answering affirmatively. Administrator Gill noted Elevate's revolving loan program would be for smaller loans of \$5,000-\$10,000.

NEW BUSINESS

Commissioner Closson seconded by Commissioner Cox move to adopt Ordinance No. 2022-5454, approving the amendment to the municipal code Chapter 98 Reservoir Control, Section 98.100 Campground and Dock Rules and Regulations to update the Lake and Campground regulations.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2022-5454

AN ORDINANCE AMENDING CHAPTER 98 RESERVOIR CONTROL, SECTION 98.100 CAMPGROUND AND DOCK RULES AND REGULATIONS, OF THE CITY OF MATTOON CODE OF ORDINANCES

WHEREAS, the City of Mattoon has previously acknowledged the need for establishing rules and regulations by passing The City of Mattoon Reservoir Control Ordinance; and

WHEREAS, the City by its duly authorized agents or representatives, reserve the rights to enforce said rules and regulations established by the City Council; and

WHEREAS, the rules and regulations may be amended or repealed by the City Council as deemed necessary at its sole discretion; and

WHEREAS, City representatives recommend amending the rules and regulations to section 98.100 and the attached exhibits; and

WHEREAS, the City Council desire to formalize the recommended amendments to section 98.100 and exhibits A and B.

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 98 RESERVOIR CONTROL, Section 98.100 CAMPGROUND AND DOCK RULES AND REGULATIONS, of Chapter 98 RESERVOIR CONTROL, along with EXHIBIT A, EXHIBIT B, and EXHIBIT C of the Code of Ordinances of the City of Mattoon is hereby repealed and replaced as follows:

CAMPGROUNDS AND DOCKS

§ 98.100 CAMPGROUND AND DOCK RULES AND REGULATIONS.

Rule and regulations for the management and operation of Lake Mattoon Campgrounds and the Marina are attached as Exhibit A, Lake Mattoon Campgrounds General Rules, and Exhibit B, Dock Rules and Regulations to this section. These rules and regulations may be amended or repealed by the City Council as deemed necessary at its sole discretion. The attached rules and regulations, and as may be amended in the future, are adopted herein by reference.

EXHIBIT A - LAKE MATTOON CAMPGROUNDS GENERAL RULES

As a term and condition of your Agreement, you are required to abide by the following rules.

We reserve the right to evict any person that fails to abide by these rules and regulations. Violation of any of these rules and regulations or terms and conditions of the "Campsite License Agreement" by the tenant or lessee is grounds for immediate termination of the license agreement.

Should you decide to sell your trailer please contact the Lake Supervisor. We must know who is coming into the campground before it is sold. Trailers sold without permission from the Lake Supervisor will not be tolerated. All bills must be paid up to date before a buyer can move in. There will be a \$100 transfer fee for every trailer sold on the grounds. The buyer is responsible for this fee.

All improvements that are constructed in the lake, docks and/or in the campground area shall become property of the city. No improvements shall be constructed without prior approval of the Lake Supervisor.

Campground gate will be closed and locked annually at 2pm on October 15. No electricity or water will be available after October 15 at 2pm. Camper may leave RV unit, as defined below while the Campground is closed. All water hoses must be disconnected from the water main. All loose items must be stored in your camper on or under your deck so we may be allowed for proper spring leaf cleanup. No other vehicles of any kind are allowed inside the Campground from closing period of October 15 through April 14. Camper may be permitted to walk to Campsite during this period, but camping privileges apply only for the period from April 15 through October 15, ("Camping Period"), and are contingent on the City's receipt of an annual license from the State of Illinois. The City reserves the right to alter the aforementioned dates as it deems necessary.

CAMPSITE FEES - Campsite fee can be made in two (2) equal installments with the first installment due **on or before September 30th**, prior to the next camping season. The second installment is due **on or before March 31st**, prior to the camping season. A \$100 late fee applies to any installment not paid by the due date. Any installment and/or late fee not received within 15 days after due date will be deemed a cancellation of the Agreement and the Camper shall remove any vehicles and personal property from the Campground immediately. All fees are non-refundable. There will be a \$25.00 charge for any returned checks and late charges will also apply.

BOAT DOCKS - Individually owned – Are grandfathered in. No new Individually Owned docks can be constructed. Camper is responsible and liable for their docks, to maintain to safety and liability standards. The City is not responsible and/or liable in any way for these docks. Failure to maintain will result in removal at the owners' expense. See Lake Supervisor for available docks for rent.

Seasonal Dock (Dock equals one side) Dock usage is prohibited unless you are the authorized Camper of that Dock. Camper is not allowed to give permission to grant use of their dock to any other individual.

No children under the age of 13 are allowed on docks without adult supervision.

CAMPSITES/TENTS – Only one tent or unit is allowed per site.

CAMPFIRES - ALL CAMPFIRES MUST BE IN FIRE RINGS. Campers are only permitted to burn wood. Burning of trash, cans or bottles is prohibited. Absolutely no burning of any wood containing any staples or nails.

CANNABIS is PROHIBITED – Public Act 101-0593 410 ILCS 705/10-35
“Prohibits the use of Cannabis in a Public Place”. "Public place" includes all parts of buildings owned in whole or in part, or leased, by the State or a unit of local government. "Public place" includes all areas in a park, recreation area, wildlife area, or playground owned in whole or in part, leased, or managed by the State or a unit of local government.

GUESTS and/or VISITORS – Camper agrees to register all overnight guests at the Marina, providing Guest's name, address, phone number, and dates Guest will be present at Campground. If you have guests bringing their own tent or camper, they must enter into a licensing agreement with the City for nightly camping privileges at a separate campsite. The Camper shall have no more than six (6) individuals or immediate family (two adults plus minor children) per site for overnight camping. Camper is responsible for all campers and guests and will assure that all obligations of this Agreement are understood and abided by every person that uses the Campsite.

MAINTENANCE - Please take pride in our Campground by keeping the Campsite and waterfront neat and free from litter. Campers are expected to leave the campsite in the same condition as they found it. City will mow but Campers must keep area around campers mowed and debris free. Camper will need to either pull unit out for tree maintenance or it is up to the camper to hire a professional with approval from the City to maintenance a tree.

MINORS – Camper is responsible for the supervision and conduct of minors in their care. All minors must return to their own campsites by dusk unless accompanied by an adult. Camper must ensure that minors are supervised by a responsible adult and follow campground rules.

MISC -

- No Clotheslines allowed at the Campground.
- DO NOT re-arrange or move any picnic tables without permission from the Lake Supervisor.
- Absolutely NO FIREARMS allowed at Campgrounds.
- Absolutely NO FIREWORKS of any kind allowed in Campgrounds.

MUSIC – Amplified music is not permitted. The volume of sound should not interfere with the Camper’s right to quiet enjoyment of the Campsite.

NON-RENEWAL of LEASE - Any Camper without a renewed lease for the next season is required to remove their property from the premises by the last day of the camping season. Upon departure notify Lake Supervisor. Failure to remove property will result in a storage fee equal to the current daily rate for that Campsite until property is removed. All access to the Campground must be made in advance and by appointment only. All fees must be paid in full prior to unit removal. Any property left more than 30 days past the end of the Agreement expiration is subject to abandonment proceedings.

PARKING - Roadways must be always kept open! Each Campsite is limited to one (1) vehicle. If there is room on your site, you may park one additional vehicle if it does not stick out beyond your site area. All Guests/visitors and additional vehicles must park in designated overflow area.

BOAT/TRAILER PARKING - There is a designated boat/trailer parking area with one (1) boat/trailer parking space for each LEASE. Other spaces are available at an EXTRA charge of \$25 monthly. Boat/trailers may be stored over the winter for a fee. Contact Lake Supervisor for more information on storage. All boats must be back in water by late April so grass can be maintained. Any boats that are not being used between April 15 & October 15 MUST BE REMOVED from the premises. Summer storage for boats and trailers is not available. Boats or trailers may not be chained to any trees or posts. All boats and trailers must have a valid State and City of Mattoon Watercraft Registration Stickers or will be towed at the owners’ expense. The City is not responsible/nor liable for trailers, boats, or other property illegally parked.

PAYMENTS – Camper does not have a valid licensing agreement to camp or use dock unless licensing agreement has been duly executed by City and Camper, and payment has been made in accordance with licensing agreement! Any payment paid online or by a bank check will not be valid without signed agreement. Both the signed agreement and payment must be received by the due date. Mailed payments are credited on the date received by the City. Payments can be made at the Marina in season when the Marina is open. You can pay by cash, credit card (online) or check.

PET ETIQUETTE – Pets are NOT allowed to run freely on the grounds. All pets while outside MUST be on a maximum 6’ leash, supervised, and under control. PETS must not be tied outside and left unattended. Camper must be able to provide proof of current immunizations upon request to the City. Camper is required to clean up after its pets. Pet waste must be placed into a sealed bag and disposed of in trash containers. Disposing of pet waste in the lake water is absolutely prohibited! Pets are not allowed in restrooms. All Campsites have a limit of 3 pets per site.

PROFANITY – This is a family campground, so language fit for all campers is required. PLEASE be respectful of fellow campers.

QUIET HOURS - Campers and Guests must respect neighbors. Quiet hours between 10 p.m. to 7 a.m.

REMOVAL POLICY – Camper is responsible for immediately removing Unit, all debris, decking and other property from Campsite at termination of licensing agreement. Upon termination of the licensing agreement, patios, stone walkways must remain on the campsite and may not be removed. Camper who fails to clean litter or debris from Campsite are subject to clean-up fee plus any additional expenses occurred by the City. Camper is responsible to reimburse the City for the cost to repair any damage to Campsite or Dock.

RESTROOMS/BATHHOUSE - Please note “NO SMOKING” and “NO PETS” permitted in the Restrooms! Campground facilities are open 24 hours a day during season.

SALES (any Unit): - No Trailer, Mobile Home or Unit is allowed to be sold and kept on site. Any Unit that is sold while on Campground property must be immediately removed. Leases for Campsites are non-transferable. Sub-leasing is prohibited. Lots available are based on requests and/or waiting list. Contact the Lake Supervisor for all inquiries. Please contact Lake Supervisor immediately in the event of ownership changes. Existing mobile homes are grandfathered in but the unit cannot be sold as of 9/30/2020 without being removed.

The East part of the East campground is in Cumberland County and the mobile homes must pay a property tax that is billed to the city. Those amounts will come from the City Clerk, broken down by Cumberland County.

SPEED LIMIT – 10 MPH is the maximum speed limit. This is a family Campground WATCH for children playing. All golf carts should remain on the road and off the grass.

STORAGE - Campsites are not storage areas – Please do not store anything under or around your unit that does not pertain to camping. Small Totes are recommended for those small camping items.

STRUCTURES - No permanent structures, additions, sun/screen rooms, covered deck or fences are permitted. No outbuildings larger than 4ft x 8ft x 7ft will be allowed. A permanent structure is one that cannot be removed immediately upon request. Decks are permitted with approval of plan drawings. Decks may not impede other campsites. Maximum Deck dimensions can be no longer than your camper and no wider than 12ft. No improvements shall be constructed without prior approval of the Lake Supervisor. All requests should be made in writing and emailed to Lakemattoon@gmail.com.

SWIMMING AREAS - NO swimming pools or hot tubs allowed. NO jumping or diving in the Lake from any docks or Campground shoreline. Lake Mattoon has one designated beach for swimming. Swimming or wading in Lake Mattoon is at your own risk.

TERMINATION - If a Camper or a Camper's guest violates the terms of the Agreement or Rules, the Camper and Guests will be ejected, any refund of fees will be forfeited, and Camper will have two weeks from the date that they were ejected to remove unit and all property from the grounds. Any property left after such two-week period shall be removed at the Camper's expense and the City will not be liable for any damages to the property.

TRANSPORTATION - *Please watch for other vehicles, fellow campers and children playing.*

Four Wheelers, ATVs, Side by Sides, Scooters, or any vehicle not licensed by State of Illinois (other than for Campground staff) are NOT allowed. Golf Carts are allowed, HOWEVER, anyone driving a golf cart or gas/electric vehicle MUST HAVE VALID driver's license and proof of Insurance. Camper must be able to provide a copy of insurance at any time upon request. Camper is responsible for the acts or omissions of anyone driving a vehicle owned by Camper. All motorized vehicles MUST remain on the roadways and abide by the 10 MPH speed limit.

TRASH - Household trash only. Campsites are to be kept litter free. Trash must be placed **IN** the dumpster, do NOT place next to dumpster. Please keep lids closed to help reduce insects. Absolutely, no dumping of any kind is permitted. Cigars and cigarettes must be fully extinguished and disposed of in proper receptacle.

UTILITIES - Camper is responsible to pay for electricity and water usage. Failure to pay for electricity or water bill by due date may result in cancellation of the Agreement. Meters will be read on or close to the 15th of the month. Bills are due on the 5th of each month following the reading. Any payment not received by or on the due date will be charged a minimum \$25.00 late fee. Any payment along with late fee not paid by the 15th of each month will also be charged a \$25 non-payment fee and disconnected. We reserve the right to shut off power without being held responsible, for any damages. If we need to pull a meter, there will be a \$25 reconnect fee for the hours of Monday thru Friday 8am to 4pm. There will be a \$50 reconnect fee after 4pm, holidays and weekends.

ELECTRIC – Camper will be billed according to usage with at least the minimum monthly amount of \$13.50. Due to the lack of electrical outlets if the City must connect to a Campsite's electrical outlet Camper will be credited for the City's usage. Electric meters will be shut off on October 15.

WATER - There will be a \$15.00 monthly charge for water usage during the season April 15 to October 15. All units must be checked for leaks on a regular basis. If, a leak is found, water will be shut off until the leak is fixed. Camper is allowed to power wash their units. Please do not be wasteful and leave water running. The yearly water will be shut off annually on October 15. Every unit must be winterized by then and hoses disconnected from water spickets.

DO NOT pound, poke, jab or stick anything in the ground without permission from the Lake Supervisor. Electrical and water lines are in ground.

Camper will be responsible for any damage caused by Camper or camper(s) and /or Guest(s) to any electrical post and/or water connection/line. Law enforcement may be notified. Any Unit with skirting/underpinning must have a trap door close to the hookups so we have access in case of a water leak.

Rules and Regulation Changes - "98.020 Rules and Regulations "The City Council, after consulting with the Public Works Director, the Park and Recreation Director and Public Works Advisory Board, may from time to time establish rules and regulations as may be deemed advisable or necessary to make, in giving full force and effect to the carrying out of the provisions of this chapter, and may amend and repeal any such rules and regulations at any time.

CITY OF MATTOON IS NOT RESPONSIBLE FOR ACCIDENTS, INJURIES, LOSS OF PERSONAL PROPERTY, AND/OR VALUABLES TO OUR CAMPERS, GUESTS AND/OR VISITORS.

EXHIBIT B - DOCK RULES AND REGULATIONS

1. When a boat enters the dock area, it immediately comes under the jurisdiction of the mandatory "No Wake" regulation.
2. All boats must be fastened properly and securely and in such manner as to avoid fouling and collision. Transient boats shall not tie up ("hot slip") to boat(s) in dock area over night or for an extended period of time without prior approval. Nor shall a transient boat occupy a slip without approval of Lake Supervisor.
3. Only pleasure boats, in good condition, sale and seaworthy, under their own power shall be admitted to berthing areas.
4. Pets shall be leashed within the confines of the Dock Area. Pets permitted only if they do not disturb other guests.
5. Boats leaving for an extended period of time will notify the Lake Supervisor's Office.
6. Use of boats as permanent living quarters while docked or moored at the dock is forbidden.
7. No person shall have the privilege of entering upon the premises of the dock for the purpose of working on or making repairs to the boat without the written approval of the Lake Supervisor. All work shall be done during regular hours of the dock.
8. No refuse, garbage or waste material shall be thrown overboard or upon the docks or surrounding area. Garbage shall be deposited in containers supplied for that purpose.

- No person shall discharge, oil, spirits, inflammable liquid or oily bilges in the dock area. Toilet facilities that empty into the water shall not be used.
9. Noise shall be kept at a minimum at all times. Patrons shall use discretion in operating engines, generators, radios, stereos and television sets, so as not to create a nuisance or disturbance.
 10. Advertising or soliciting shall not be permitted on any boat in the dock.
 11. Swimming or diving shall not be permitted from the docks.
 12. Boat owners shall not store materials, accessories or debris in walkways and shall not construct thereon any lockers, chests, cabinets or similar structures. Painting, scraping, repairing gear shall not be permitted on the docks.
 13. Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed except upon written approval of the Lake Supervisor. The tenant shall not assign, transfer or permit the use of assigned space to any other party without written consent of the Lake Supervisor. Subleasing or transfer without written approval of the Lake Supervisor will terminate the dock rental agreement and there will be no refund of rental fee.
 14. Laundry shall not be hung on boats, docks, or shore area, nor shall "for sale" signs or commercial displays be placed on boats.
 15. Patrons shall not carry gasoline in containers on docks.
 16. No boat will be launched until storage and seasonal dockage are paid in full. Late payment fees will be assessed in the amount of \$25 per month.
 17. Guests checking out of the dock shall report to the Lake Supervisor's office and notify the Lake Supervisor prior to leaving. Boat owners will leave a forwarding address in order to permit prompt handling in the event of emergencies or if telephone calls are received for them.
 18. Violation of the above rules and regulations, disorder, depredations or indecorous conduct by a patron, or his or her guests, that might injure a person, cause damage to property or harm the reputation of the lake shall be cause for immediate removal from the lake of the boat in question, and shall be cause for revocation of the dock rental. The owner of any boat, or his or her authorized agent using the dock shall be responsible for the conduct of all persons, using, visiting or occupying the boat.
 19. Dock rental rates are classified in the following categories:
 - Nightly rate
 - Monthly rate (provides option for Lake Supervisor to rent slip to others when its not being used)

- Seasonal exclusive rate (slip may not be rented to others)
20. The Lake Supervisor reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other tenants will be exercised in an effort to assign dock space desired by the tenant.
 21. Tenant agrees that only reasonable and customary use will be made of the dock and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the tenant will keep dock and premises covered hereby, free and clear of gear, tackle and other obstructions, and further agrees not to discharge or otherwise dispose of rubbish, debris or other materials, including treated or untreated effluent or sewage into the Lake.
 22. If tenant desires to dock a boat other than the one described herein, tenant must first secure permission of the Lake Supervisor and pay additional fees that may be required.
 23. Tenant authorizes the Lake Supervisor, his or her agent or employees to move and operate tenant's boat during the making of repairs or for normal marina operations and tenant agrees to hold the city harmless against loss, cost, suit or claim therefrom.
 24. No boat is to be removed from its space unless and until all charges for space rental, service and materials have been paid in full.
 25. In the event suit is brought by the city against tenant to collect any amounts due hereunder or to enforce any appropriate maritime or other liens, that tenant shall pay the city's reasonable attorneys fees incurred.
 26. In the event tenant fails to remove his or her boat and property from the rental space at the termination of the rental term, the Lake Supervisor may charge to tenant's account daily rent on a pro rata basis for each day or portion thereof the space is occupied or avail himself or herself of the remedies provided for hereafter in the event of default and any other remedy available under law.
 27. If tenant becomes delinquent in rental payments, the Lake Supervisor shall have the right to secure the property to the space occupied or to store it in any other location. Space made available by the removal of the property of the tenant may then be rented to another tenant at the discretion of the Lake Supervisor. The city shall have a lien against the above-described boat and property for any unpaid sums due.
 28. Tenant agrees that he or she bears the financial responsibility for keeping his or her boat fully insured with complete marine insurance, including hull coverage and liability insurance. Tenant acknowledges that the city does not insure the property of the tenant, and that the city will not be responsible for injuries or property damage resulting, cause by, or growing out of the use of dock or lake facilities; that the tenant

releases, discharges and agrees to hold the city harmless from any and all liability for loss, injury or damages to person or property sustained while in or on the facilities of the city, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision, accident or act of God.

29. In case of emergency as determined by the Lake Supervisor, tenant authorizes Lake Supervisor to move tenant's boat or other property, if possible and practical, to a safer area to protect the boat, the property or general welfare, if the boat is unattended and the tenant cannot be reached. The Lake Supervisor is under no obligation to provide such service. Any costs incurred by the city to provide such service shall be billed at the yard rate to tenant. Tenant agrees to indemnify and hold the city harmless from any and all liability, loss or damage, which may arise out of the failure of the tenant to move the boat, the inability of the city to reach the tenant or by the movement of the boat by the Lake Supervisor. The tenant shall be solely responsible for any emergency measures.

30. Any infraction of rules and regulations contained herein or infraction rules and regulations hereafter posted shall enable the Lake Supervisor to terminate use of the dock upon ten days' notice, in writing, directed to the tenant by first class mail to the tenant's address of record. In such event, tenant shall not be entitled to a refund of advance mooring fees and must remove his or her boat from the dock premises.

Section 3. 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 4. The City Clerk is hereby directed to cause this ordinance to be published in pamphlet form.

Section 5. 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 Commissioner Closson, seconded by Commissioner Cox, adopted this 2nd day of August, 2022, by a roll call vote, as follows:

AYES (Names): Commissioner Closson, Commissioner Cox,
Commissioner Graven, Mayor Hall
NAYS (Names): None
ABSENT (Names): Commissioner Phipps

Approved this 2nd day of August, 2022.

/s/Rick Hall
Rick Hall, Mayor
City of Mattoon, Illinois

ATTEST:

APPROVED AS TO FORM:

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

/s/Dan C. Jones
Dan C. Jones, City Attorney

Recorded in the Municipality's Records on August 2, 2022.

Mayor Hall opened the floor for discussion. Administrator Gill noted changes over the years with some changes codified and others uncoded, updating ordinance for all to be codified, and making the East and West campgrounds with the same regulations. Mayor Hall inquired if these were Federal or State regulations with Administrator Gill stating the City's regulations.

Mayor Hall declared the motion carried by the following vote: YEA Commissioner Closson, YEA Commissioner Cox, YEA Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

Commissioner Graven seconded by Commissioner Closson move to adopt Special Ordinance No. 2022-1819, authorizing the mayor to sign an outright grant agreement by and between the City of Mattoon and Jasper Holdings, L.L.C. reimbursing up to \$40,000 from Mid-town TIF Revenues over a two-year period for structural repairs and façade improvements to the building located at 1632 Broadway Avenue; and authorizing the mayor to sign the agreement.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2022-1819

AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND JASPER HOLDINGS, LLC., FOR 1632 BROADWAY (PIN 07-1-03811-000), IN CONNECTION WITH THE MATTOON MID-TOWN REDEVELOPMENT PROJECT AREA

WHEREAS, Jasper Holdings, LLC. (the "**Grantee**"), has submitted a proposal to the City of Mattoon, Illinois (the "**Municipality**") for redevelopment of a part of the Municipality's Mattoon Mid-town Redevelopment Project Area (the "**Redevelopment Project Area**"); and, thereafter, the Municipality and the Grantee have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, referred to as the "**Grant Agreement**") concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

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

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

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

Upon motion by Commissioner Graven, seconded by Commissioner Closson, adopted this 2nd day of August, 2022, by a roll call vote, as follows:

AYES (Names): Commissioner Closson, Commissioner Cox,
Commissioner Graven, Mayor Hall

NAYS (Names): None

ABSENT (Names): Commissioner Phipps

Approved this 2nd day of August, 2022.

/s/Rick Hall

Rick Hall, Mayor

City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/Susan J. O'Brien

Susan J. O'Brien, City Clerk

/s/Dan C. Jones

Dan C. Jones, City Attorney

Recorded in the Municipality's Records on August 2, 2022.

Mayor Hall opened the floor for questions/comments. Administrator Gill explained the repairs to the rear façade and north and east corners. Commissioner Graven inquired as to previous grants with Administrator Gill stating one \$160,000 for elevator improvements. Mayor Hall inquired if the grant was approved by the TIF Committee with Administrator Gill answering affirmatively.

Mayor Hall declared the motion carried by the following vote: YEA Commissioner Closson, YEA Commissioner Cox, YEA Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

Commissioner Graven seconded by Commissioner Closson move to adopt Special Ordinance No. 2022-1820, authorizing the mayor to sign an outright grant agreement by and between the City of Mattoon and Marilyn McClean reimbursing up to \$17,963.15 from Mid-town TIF Revenues over a two-year period for façade improvements to the building located at 1813 Broadway Avenue; and authorizing the mayor to sign the agreement.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2022-1820

AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND MARILYN MCCLEAN, FOR 1813 BROADWAY (PIN 07-1-04264-000), IN CONNECTION WITH THE MATTOON MID-TOWN REDEVELOPMENT PROJECT AREA

WHEREAS, Marilyn McClean (the “**Grantee**”), has submitted a proposal to the City of Mattoon, Illinois (the “**Municipality**”) for redevelopment of a part of the Municipality’s Mattoon Mid-town Redevelopment Project Area (the “**Redevelopment Project Area**”); and, thereafter, the Municipality and the Grantee have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, referred to as the “**Grant Agreement**”) concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

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

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

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

Upon motion by Commissioner Graven, seconded by Commissioner Closson, adopted this 2nd day of August, 2022, by a roll call vote, as follows:

AYES (Names): Commissioner Closson, Commissioner Cox,
Commissioner Graven, Mayor Hall
NAYS (Names): None
ABSENT (Names): Commissioner Phipps

Approved this 2nd day of August, 2022.

/s/Rick Hall
Rick Hall, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

/s/Dan C. Jones
Dan C. Jones, City Attorney

Recorded in the Municipality's Records on August 2, 2022.

Mayor Hall opened the floor for comments/questions. Administrator Gill noted the grant was for façade improvements.

Mayor Hall declared the motion carried by the following vote: YEA Commissioner Closson, YEA Commissioner Cox, YEA Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

Commissioner Graven seconded by Commissioner Cox move to adopt Special Ordinance No. 2022-1821, authorizing the mayor to sign an outright grant agreement by and between the City of Mattoon and United Way of Coles County, Inc., reimbursing up to \$4,895.54 from Mid-town TIF Revenues over a one-year period for façade improvements to the building located at 110 North 16th Street Avenue; and authorizing the mayor to sign the agreement.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2022-1821

AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND THE UNITED WAY OF COLES COUNTY, INC., FOR 110 NORTH 16TH STREET (PIN 07-1-03796-000), IN CONNECTION WITH THE MATTOON MID-TOWN REDEVELOPMENT PROJECT AREA

WHEREAS, THE UNITED WAY OF COLES COUNTY. INC. (the “**Grantee**”), has submitted a proposal to the City of Mattoon, Illinois (the “**Municipality**”) for redevelopment of a part of the Municipality’s Mattoon Mid-town Redevelopment Project Area (the “**Redevelopment Project Area**”); and, thereafter, the Municipality and the Grantees have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, referred to as the “**Grant Agreement**”) concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

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

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

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

Upon motion by Commissioner Graven, seconded by Commissioner Cox, adopted this 2nd day of August, 2022, by a roll call vote, as follows:

AYES (Names): Commissioner Closson, Commissioner Cox,
Commissioner Graven, Mayor Hall
NAYS (Names): None
ABSENT (Names): Commissioner Phipps

Approved this 2nd day of August, 2022.

/s/Rick Hall
Rick Hall, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

/s/Dan C. Jones
Dan C. Jones, City Attorney

Recorded in the Municipality's Records on August 2, 2022.

Mayor Hall opened the floor for questions. Mayor Hall inquired if the grant was for an awning with Administrator Gill answering affirmatively.

Mayor Hall declared the motion carried by the following vote: YEA Commissioner Closson, YEA Commissioner Cox, YEA Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

Mayor Hall seconded by Commissioner Graven move to approve Council Decision Request 2022-2285, approving the re-appointments of Gayla McDaniel and Rick Otto to the Planning Commission with terms ending 08/17/2027.

Mayor Hall commented on the standard re-appointments with their willingness to serve again.

Mayor Hall declared the motion carried by the following vote: YEA Commissioner Closson, YEA Commissioner Cox, YEA Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

Commissioner Closson seconded by Commissioner Graven move to approve Council Decision Request 2022-2286, approving the cost proposal in the amount of \$55,645.00 from Northwater Consulting for a Nutrient Assessment and Removal Study for the City's Waste Water Treatment Plant; and authorizing the mayor to sign the Professional Services Proposal with Northwater Consulting.

Mayor Hall opened the floor for comments. Director Barber noted the IEPA requirement of Charleston and Mattoon to conduct a study on endangerments of the streams which are used for dispensing waste water and required one year for water sampling before reporting.

Mayor Hall declared the motion carried by the following vote: YEA Commissioner Closson, YEA Commissioner Cox, YEA Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

Commissioner Closson seconded by Commissioner Cox move to approve Council Decision Request 2022-2287, awarding the bid in the amount of \$192,415 to Fuller-Wente, Inc. for the 2022 Fire Hydrant Replacement Project.

Mayor Hall opened the floor for comments. Director Barber noted the replacements were in preparation of the IDOT project upgrading traffic signals and sidewalk ramps.

Mayor Hall declared the motion carried by the following vote: YEA Commissioner Closson, YEA Commissioner Cox, YEA Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

Commissioner Closson seconded by Commissioner Graven move to adopt Special Ordinance No. 2022-1822, accepting the donation from Northwind Development, L.L.C. of a right-of-way easement on the east side of Dettro Drive and Remington Road known as Northwind Centre for future construction of a sidewalk.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2022-1822

**AN ORDINANCE ACCEPTING THE DONATION OF A SIDEWALK EASEMENT
ON EAST SIDE OF DETTRO DRIVE AND REMINGTON ROAD**

WHEREAS, the City of Mattoon is in the planning phase for a future sidewalk project on the east side of Dettro Drive from Country Club Road to Remington Road; and

WHEREAS, Northwind Development LLC owns the real estate at the southeast corner of Dettro Drive and Remington Road, also known as Northwind Centre, also commonly known as 905 Remington Road, Mattoon, Illinois, also known as:

PIN(s) 06-0-05117-000, 06-0-05118-000, 06-0-05119-000, 06-05120-000,
06-0-05121-000, and 06-0-00559-008; and

WHEREAS, Northwind Development LLC has agreed to donate a right-of-way easement for the future construction of said sidewalk; and

WHEREAS, a sketch is attached as Exhibit 'X' showing the real estate parcels in the area, and the required easements; and

WHEREAS, a Sidewalk Easement executed by the manager of Northwind Development, William Utz, is attached as Exhibit 'Y'; and

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

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

Section 2. The donation of the Sidewalk Easement from Northwind Development with the following legal description be approved:

PART OF LOTS 1 THROUGH 5 OF BLOCK 16 OF MCFALL-SWORDS COMMERCIAL/RESIDENTIAL DEVELOPMENT PHASE I AND A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COLES COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF BLOCK 16 OF MCFALL-SWORDS COMMERCIAL/RESIDENTIAL DEVELOPMENT PHASE I; THENCE NORTH 08 DEGREES 23 MINUTES 39 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF DETTRO DRIVE AND THE WEST LINE OF SAID LOT 1 A DISTANCE OF 166.92 FEET; THENCE NORTH 36 DEGREES 45 MINUTES 22 SECONDS EAST ALONG

THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 35.41 FEET; THENCE SOUTH 03 DEGREES 53 MINUTES 37 SECONDS EAST, 192.49 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING 10.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 08 DEGREES 23 MINUTES 39 SECONDS EAST, 121.14 FEET ALONG A LINE 10 FEET PERPENDICULAR DISTANCE EASTERLY OF AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF DETTRO DRIVE; THENCE SOUTH 89 DEGREES 44 MINUTES 47 SECONDS WEST, 10.10 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DETTRO DRIVE; THENCE NORTH 08 DEGREES 23 MINUTES 39 SECONDS WEST ALONG THE SAID EAST RIGHT OF WAY LINE, 119.71 FEET TO THE POINT OF BEGINNING.

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.

Section 5. The City Clerk shall make and record a duly certified copy of this ordinance with the Clerk and Recorder's Office of Coles County, Illinois.

Upon motion by Commissioner Closson, seconded by Commissioner Graven, adopted this 2nd day of August, 2022, by a roll call vote, as follows:

AYES (Names): Commissioner Closson, Commissioner Cox,
Commissioner Graven, Mayor Hall
NAYS (Names): None
ABSENT (Names): Commissioner Phipps

Approved this 2nd day of August, 2022.

/s/Rick Hall
Rick Hall, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

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

/s/Daniel C. Jones
Daniel C. Jones, City Attorney

Recorded in the Municipality's Records on August 2, 2022.

Mayor Hall opened the floor for comments. Director Barber noted attempts to obtain easements since 2016, but ownership changes prevented previous attempts; and stated

Commissioner Phipps negotiated with Northwind and Lone Elm to secure the easements for sidewalks to the south.

Mayor Hall declared the motion carried by the following vote: YEA Commissioner Closson, YEA Commissioner Cox, YEA Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

DEPARTMENT REPORTS:

CITY ADMINISTRATOR/COMMUNITY DEVELOPMENT reported on discussions with the Fire Chief on union negotiations and code enforcement permits; announced an amendment to the Comprehensive Plan to reflect zoning for the proposed Sports Complex; and noted coordination with Attorney Jones on demolitions and other solar farm projects. Mayor Hall opened the floor for questions with no response.

CITY ATTORNEY noted business as usual with issues concerning the former Brown Shoe Factory property and the Judge's walkthrough on Quakenbush property resulting with another meeting on July 29th to check for cleanup progress. Mayor Hall opened the floor for questions with no response.

CITY CLERK noted the processing new hires and resignation, various reports and insurance issues; otherwise business as usual. Mayor Hall opened the floor for questions with no response.

FINANCE reported on the second installment of property taxes of just under \$1.9 million, unrestricted cash which included disbursements to be made to the Library and Fire and Police Pensions, auditors' fieldwork, preliminary numbers for General Fund unaudited at just under \$2.6 million including \$1.2 million of the American Rescue Plan, and sales tax allocated by the Standard Industrial Classification (SIC) codes indicating significant changes general merchandise and automobile and filling stations. Mayor Hall inquired about the overall sales tax tracking with Treasurer & Director Wright noting the previous year as over \$2 million and current year under \$2 million. Commissioner Closson commented if inflation was driving prices. Treasurer & Director Wright noted August will provide May sales tax numbers. Administrator Gill noted a plateau in video gaming. Mr. Ed Dowd, Director of Chamber of Commerce, inquired as to the reduction in automobiles with Commissioner Graven responding a decrease of \$51,000. Mayor Hall called for further questions with no response.

PUBLIC WORKS reported on the asphalt schedule for DeWitt Avenue, Howell's asphaltting next week on DeWitt Avenue east of Logan, Bartel's night-time patching of Dettro Drive near McDonalds; and updated Council on the completed plans for the Little Wabash Drainage District and the City's plans to be out to bid. Mayor Hall opened the floor for questions with no response.

FIRE reported on calls for service, inspections and follow-ups, various training, union contract, and the upcoming Coles County Battle of the Badges Blood Drive. Mayor Hall opened the floor for questions with no response.

POLICE announced the completed berm work at the Pistol Range which passed State inspection; updated Council on body cameras; and reported on calls for service and around 30 arrests. Mayor Hall opened the floor for questions with no response.

ARTS AND TOURISM reported on the Arts Council Photo Show this month, auditions for the Fall Follies, and Bagelfest report next meeting with the Beautiful Baby Contest raising \$2,300 for St. Jude, the Christian concert raising \$1,900 for One Stop Christmas, and a record carnival year and sponsorship. Mayor Hall opened the floor for questions with no response.

COMMENTS BY THE COUNCIL

Commissioners Cox and Graven had no further comments. Commissioner Closson stated Howell Asphalt had a meeting to discuss the paving project. Mayor Hall noted Mattoon was cited in Fortune Magazine and asked Mr. Dowd to explain. Mr. Ed Dowd explained the work with Alex Benishek and Carolyn Cloyd to promote relocation to Mattoon by remote workers, the article in Fortune Magazine referencing Mattoon as one of the top ten places to incentivize relocation to Mattoon and the Wall Street Journal, and the applicants who were interested.

Mayor Hall seconded by Commissioner Closson move to recess to close session at 7:05 p.m. pursuant to the Illinois Open Meetings Act for the purpose of the discussion of the appointment, compensation, discipline, performance, or dismissal of specific employees of the City or legal counsel for the City under (5ILCS 120 (2)(C)(1)); collective negotiating matters between the City of Mattoon and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees under (5ILCS 120 (2)(C)(2)); and litigation which is affecting the City and an action is probable or imminent (5ILCS 120 (2)(C)(11)).

Mayor Hall declared the motion carried by the following vote: YEA Commissioner Closson, YEA Commissioner Cox, YEA Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

Council reconvened at 7:57 p.m.

Chief Hilligoss explained a proposal for re-mount of the ambulance using a current ambulance in comparison to a new ambulance. Council with Administrator Gill and Chief Hilligoss discussed the options, longevity of ambulances, truck chassis option, and repeater system update.

Administrator Gill discussed the request for an RFP for broker of record for the health insurance, CBIZ and First Mid-Insurance. Council discussed the brokers, CBIZ and comparisons of services.

Commissioner Cox seconded by Commissioner Closson move to adjourn at 8:25 p.m.

Mayor Hall declared the motion carried by the following vote: YEA Commissioner Closson, YEA Commissioner Cox, NAY Commissioner Graven, ABSENT Commissioner Phipps, YEA Mayor Hall.

/s/Susan J. O'Brien
City Clerk