

AGENDA

CITY OF PLANO

CITY COUNCIL

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE TO THE FLAG:
3. ROLL CALL: Establishment Of Quorum
4. APPROVAL OF MINUTES
 - 4.I. From July 11, 2016 Meeting
5. APPROVAL OF AGENDA
 - 5.I. July 25, 2016 Meeting
6. APPROVAL OF WARRANTS TO BE DRAWN ON THE TREASURY:
 - 6.I. Dated July 25, 2016 In The Amount Of \$72,747.51

Documents:

[072516 VENDOR RUN.PDF](#)

7. APPROVAL OF WAGE REPORT:
 - 7.I. FY '17 June Wage Report In The Amount Of \$441,997.70

Documents:

[WAGE REPORT JUNE FY 17.PDF](#)

8. INTRODUCTION OF GUESTS
9. CITIZEN'S COMMENTS:
10. MAYOR'S REPORT:
 - 10.I. Hire Law Firm Of Spyratos Davis LLC For Pending Law Suit.

Documents:

[APPROVE COUNSEL.PDF](#)

10.II. Proclamation

- 10.III. Authorize Execution Of Agreement For Selection Of First Midstate Inc. As Underwriter/Placement Agent And Chapman And Cutler LLP As Bond/Disclosure Counsel To The Underwriter/Placement Agent With Respect To The City's General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016

Documents:

[FIRST MIDSTATE.PDF](#)

11. PLANO AREA CHAMBER OF COMMERCE: Rich Healy
12. CITY ATTORNEY'S REPORT: Tom Grant
13. CITY CLERK'S REPORT: Kathleen Miller
14. CITY TREASURER'S REPORT: Janet Goehst
15. POLICE CHIEF'S REPORT: Jonathan Whowell
- 15.I. Community Heroes Appreciation Event
16. DIRECTOR OF PUBLIC WORKS' REPORT: John McGinnis
- 16.I. Acceptance Of Easement Agreement For 111 W. North St.

Documents:

[EASEMENT AGREEMENT HUGH NORTH.PDF](#)

17. DIRECTOR OF WATER RECLAMATION REPORT: Darrin Boyer
18. DIRECTOR OF BUILDING, PLANNING & ZONING: Tom Karpus
19. COMMITTEE REPORTS
- SPECIAL EVENTS: Chairman: Alderman Hyde
 Committee: Aldermen Eaton, DeBolt, Rennels
20. ADMINISTRATIVE/HEALTH & SAFETY: Chairman: Alderman Mulliner
 Committee: Aldermen Eaton, Hyde, Rennels, Herreid
21. BUILDINGS, GROUNDS, ZONING: Chairman: Alderman DeBolt
 Committee: Aldermen Mulliner, Hyde, Rennels
22. FINANCE: Alderman Eaton
 Committee: Aldermen Herreid, Hyde, Johnson
23. PARKS: Alderman Herreid
 Committee: Aldermen Johnson, DeBolt, Jones
24. PERSONNEL & INSURANCE: Chairman: Alderman Jones
 Committee: Aldermen Johnson, DeBolt, Herreid, Rennels
25. STREETS/UTILITIES: Chairman: Alderman Johnson
 Committee: Aldermen Jones, Herreid, Mulliner, DeBolt
26. ECONOMIC DEVELOPMENT/GRANTS: Chairman: Alderman Rennels
 Committee: Aldermen Eaton, Jones, Mulliner
27. CLOSED SESSION: (5 ILCS 120/2)
28. CITIZEN'S COMMENTS:

28. CITIZEN'S COMMENTS:

29. ADJOURNMENT:



The City of Plano complies with the Americans with Disabilities Act (ADA). For assistance, please contact Kathleen Miller, City Clerk, 17 E. Main Street, Plano, IL (630-552-8275).

CITY OF PLANO
PLANO, ILLINOIS

DATE 7/25/16

PREPARED BY Dubasa Collier

GENERAL CORP. VENDOR RUN:

A motion has been made and seconded to
To accept the report of the Finance Committee
And that orders be drawn on the Treasury to
Pay vendor bills per warrant list of
7/25/16 in the amount of:

\$ 72,747.51

DATE: 07/20/2016
 TIME: 14:04:05
 ID: AP430000.WOW

CITY OF PLANO
 OPEN INVOICES REPORT

PAGE: 11

BATCH # 072516

VENDOR # INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
01		01-310-65-00-7318	00000000		78.74
				VENDOR TOTAL:	78.74
TRANSUNI JUNE 2016	AB		072516	07/25/2016	30.00
01		01-200-61-00-7756	00000000		30.00
				VENDOR TOTAL:	30.00
USABB 996117	AB		072516	07/25/2016	700.87
01		25-700-65-00-7316	00000000		429.99
02		25-700-65-00-7316	00000000		233.90
03		25-700-65-00-7316	00000000		36.98
999748	AB		072516	07/25/2016	124.48
01		25-700-65-00-7316	00000000		91.90
02		25-700-65-00-7316	00000000		32.58
				VENDOR TOTAL:	825.35
VILLAGE 535223	AB		072516	07/25/2016	33.99
01		01-310-65-00-7318	00000000		33.99
				VENDOR TOTAL:	33.99
WTRWGN 509128	AB		072516	07/25/2016	20.00
01		01-120-62-00-7650	00000000		20.00
509141	AB		072516	07/25/2016	10.35
01		01-120-62-00-7650	00000000		10.35
				VENDOR TOTAL:	30.35
				TOTAL --- ALL INVOICES:	72,747.51

DATE: 07/20/2016
 TIME: 14:04:05
 ID: AP430000.WOW

CITY OF PLANO
 OPEN INVOICES REPORT

BATCH # 072516

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
ACCURATE	GROOT RECYCLING & WASTE SERV					
14280148		AB		06/30/2016	072516 07/25/2016	63.89
	01 CABINET SHREDDING-CH		01-100-65-00-7899	MISCELLANEOUS EXPENSE	00000000	63.89
14280235		AB		06/30/2016	072516 07/25/2016	53.24
	01 CABINET SHREDDING-PD		01-200-62-00-7666	MTNC SRVC & RPR-OFFICE EQMT	00000000	53.24
	02		** COMMENT **		00000000	
					VENDOR TOTAL:	117.13
ADP	ADP, INC					
476830445		AB		07/15/2016	072516 07/25/2016	347.33
	01 PAYROLL		01-100-62-00-7743	PAYROLL PROCESSING FEE-88%	00000000	305.65
	02 PAYROLL		10-100-62-00-7743	PAYROLL PROCESSING FEE-2%	00000000	6.95
	03 PAYROLL		25-100-62-00-7743	PAYROLL PROCESSING FEE-4%	00000000	13.89
	04 PAYROLL		28-100-62-00-7743	PAYROLL PROCESSING FEE-6%	00000000	20.84
					VENDOR TOTAL:	347.33
AMERPR	AMERICAN PAYROLL ASSOCIATION					
161421-2016		AB		07/18/2016	072516 07/25/2016	219.00
	01 MEMBERSHIP RENEWAL-ZG		01-100-64-00-5820	DUES & SUBSCRIPTIONS	00000000	219.00
	02 ID#161421 2016		** COMMENT **		00000000	
					VENDOR TOTAL:	219.00
ANDERSEN	ANDERSEN PLUMBING & HEATING					
5566		AB		07/09/2016	072516 07/25/2016	2,287.50
	01 REPAIR BROKEN 6" PIPING-LABOR		28-760-62-00-7664	MTNC SRVC & RPR-OPERATING EQMT	00000000	1,687.50
	02 LOCATE/PICKUP FITTINGS-SERVICE		28-760-62-00-7664	MTNC SRVC & RPR-OPERATING EQMT	00000000	405.00
	03 MATERIALS		28-760-62-00-7664	MTNC SRVC & RPR-OPERATING EQMT	00000000	195.00
					VENDOR TOTAL:	2,287.50
AUTOZONE	AUTO ZONE					
2696139052		AB		07/14/2016	072516 07/25/2016	2.23
	01 NUT HX GR5 494683 763-010		28-760-65-00-7343	OPERATION SUPPLIES	00000000	2.23

BATCH # 072516

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER		BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
AUTOZONE	AUTO ZONE						
2696139703		AB		07/15/2016	072516	07/25/2016	18.06
	01 TIRE SEALANT-266787		01-310-65-00-7318	MTNC SRVC & RPR SUPPLS-VEHICLE	00000000		8.32
	02 CLAMPS 10AMP 296764		01-310-65-00-7318	MTNC SRVC & RPR SUPPLS-VEHICLE	00000000		9.74
						VENDOR TOTAL:	20.29
CALLONE	CALL ONE						
JULY 2016		AB		07/15/2016	072516	07/25/2016	1,501.97
	01 630 552-3210 CITY		01-100-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		44.19
	02 630 552-8275 CITY		01-100-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		60.79
	03 630 552-8292 FAX		01-100-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		39.25
	04 630 552-8823 CITY		01-100-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		43.90
	05 630 552-7164 DEPOT		01-120-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		42.94
	06 630 552-8425 BPZ		01-130-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		45.43
	07 630 552-0035 PD-MAIN		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		67.20
	08 630 552-3121 PD-KENCOM		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		249.33
	09 630 552-3122 PD-MAIN		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		53.32
	10 630 552-3197 PD-FAX/FIRE		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		36.72
	11 630 552-7232 PD-CHIEF		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		36.07
	12 630 552-7525 PD MITCHELL FAX		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		35.74
	13 630 552-7549 PD MITCHELL LOBBY		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		38.72
	14 630 552-9577 PD-FIRE ALARM		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		36.06
	15 630 552-9720 PD-FAX		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		38.88
	16 630 552-9721 PD-ELEVATOR		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		35.74
	17 630 552-9723 PD-KENCOM		01-200-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		35.85
	18 630 552-3340 GARAGE		01-310-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		46.24
	19 630 552-7289 GARAGE		01-310-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		35.84
	20 630 552-8007 WWTP		25-100-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		63.53
	21 630 552-7350 WWTP		25-100-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		-23.24
	22 630 552-7748 WWTP		25-100-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		35.98
	23 630 552-9027 WWTP		25-100-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		-23.24
	24 630 552-9330 WWTP		25-100-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		38.74
	25 630 552-3194 WALMART LFT STATN		25-720-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		38.19
	26 630 552-0030 FOLI LFT STATION		25-721-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		35.74
	27 630 552-1154 KLATT LFT STATION		25-722-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		35.74
	28 630 552-0103 WELL HOUSE		28-760-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		38.74
	29 630 552-1408 NEW WELL HOUSE		28-760-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		39.26
	30 630 552-3593 WELL HOUSE		28-760-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		37.17
	31 630 552-7000 PUBLIC WORKS		28-760-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		35.79
	32 630 552-7088 PUBLIC WORKS		28-760-63-00-7735	TELEPHONE EXPENSE-LAND LINES	00000000		40.36

BATCH # 072516

VENDOR # INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
33	INTERNET	01-310-63-00-7738	INTERNET	00000000	87.00
VENDOR TOTAL:					1,501.97
CAM-VAC 1036	CAM-VAC INC	AB	07/13/2016	072516 07/25/2016	750.00
01	ESTA ST-18" CMP-TELEWISE CULVE	01-300-62-00-7676	MTNC SRVC & RPR	00000000	750.00
VENDOR TOTAL:					750.00
COMBINED 110625	COMBINED SALES	AB	05/26/2016	072516 07/25/2016	54.51
01	FREIGHT BILL F/INV #107976	01-310-65-00-7310	NEW OPERATING EQUIPMENT	00000000	54.51
111683		AB	07/12/2016	072516 07/25/2016	411.70
01	AMRA17820-VANDALISM REMOVER	01-310-65-00-7343	OPERATING SUPPLIES	00000000	200.00
02	RCP618688YM-WAVEBRAKE	01-310-65-00-7343	OPERATING SUPPLIES	00000000	192.30
03	BWK605-QUICK CHNG METAL HNDLE	01-310-65-00-7343	OPERATING SUPPLIES	00000000	10.00
04	UNS2024CCT-WET MOP HEAD	01-310-65-00-7343	OPERATING SUPPLIES	00000000	9.40
VENDOR TOTAL:					466.21
COMCAST 070216	COMCAST CABLE	AB	07/02/2016	072516 07/25/2016	109.85
01	INTERNET 07/09-08/08/16-COM	01-210-63-00-7738	INTERNET	00000000	109.85
070416	CH	AB	07/04/2016	072516 07/25/2016	104.85
01	INTERNET 07/07-08/06/16-CH	01-100-63-00-7738	INTERNET	00000000	104.85
070516	DEPOT	AB	07/05/2016	072516 07/25/2016	82.90
01	INTERNET 07/12-08/11/16-DEPOT	01-100-63-00-7738	INTERNET	00000000	82.90
VENDOR TOTAL:					297.60
COMMEALS 06/08-07/18/16	COMMUNITY MEALS FOR SENIORS	AB	07/18/2016	072516 07/25/2016	861.00
01	SENIOR DINE OUT TICKETS-287	01-100-65-00-7898	COMMUNITY MEALS FOR SENIORS	00000000	861.00
VENDOR TOTAL:					861.00

BATCH # 072516

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
CONSTNEW	CONSTELLATION NEW ENERGY					
JUNE 2016		AB		06/24/2016		
	01 LKWD WTR TWR-0108002099		28-760-62-00-7731	ELECTRICITY	072516 07/25/2016	14,492.97
	02 LFT STATION-KLATT-0831030016		25-722-62-00-7731	ELECTRICITY	00000000	52.64
	03 NEW WTR TWR-CUMMINS-1209147045		28-760-62-00-7731	ELECTRICITY	00000000	143.20
	04 FOLI PARK-1788107014		25-721-62-00-7731	ELECTRICITY	00000000	49.02
	05 FOLI LFT STATION-1935079021		25-721-62-00-7731	ELECTRICITY	00000000	35.97
	06 WELL 9-6498120019		28-760-62-00-7731	ELECTRICITY	00000000	361.97
	07 WELL 7-6672054023		28-760-62-00-7731	ELECTRICITY	00000000	1,137.46
	08 WELL 8-6843113026		28-760-62-00-7731	ELECTRICITY	00000000	351.48
	09 WLMRT LFT STN-1995033023		25-720-62-00-7731	ELECTRICITY	00000000	58.97
	10 WELLS 4 & 5-1419004015		28-760-62-00-7731	ELECTRICITY	00000000	89.72
	11 WWTP-6282054000		25-700-62-00-7731	ELECTRICITY	00000000	1,714.36
						10,498.18
					VENDOR TOTAL:	14,492.97
CROWEAUT	CROWES AUTO REPAIR					
3559		AB		07/07/2016	072516 07/25/2016	447.08
	01 SQ#3-REPR AC-20957 AC SWITCH		01-200-62-00-7668	MTNC SRVC & RPR-VEHICLES	00000000	81.08
	02 SQ#3-REPR AC-T83148 ACCM ASMBL		01-200-62-00-7668	MTNC SRVC & RPR-VEHICLES	00000000	126.48
	03 SQ#3-REPR AC-FREON		01-200-62-00-7668	MTNC SRVC & RPR-VEHICLES	00000000	95.38
	04 SQ#3-REPR AC-SYSTEM DYE		01-200-62-00-7668	MTNC SRVC & RPR-VEHICLES	00000000	10.00
	05 SQ#3-REPR AC-AC SYSTEM CHECK		01-200-62-00-7668	MTNC SRVC & RPR-VEHICLES	00000000	49.00
	06 SQ#3-OIL CHANGE		01-200-62-00-7668	MTNC SRVC & RPR-VEHICLES	00000000	29.14
	07 SQ#3-MOUNT & BAL 2 TIRES		01-200-62-00-7668	MTNC SRVC & RPR-VEHICLES	00000000	56.00
					VENDOR TOTAL:	447.08
DEUCH	WALTER E. DEUHLER & ASSOC					
30742		AB		04/30/2016	072516 07/25/2016	4,032.50
	01 4/16 JB#4881503301 W.A.S. THIC		25-508-61-00-7618	ENGINRNG-SLUDGE THICKENER	00000000	4,032.50
30926		AB		06/30/2016	072516 07/25/2016	575.30
	01 JB#4881403501-TANK MIXERS-CONT		25-501-61-00-7618	ENGINRNG - FLOW EQT MIXER	00000000	575.30
30927		AB		06/30/2016	072516 07/25/2016	807.83
	01 JB#4881404905 IEPA SRF LOAN		25-100-61-00-7634	CONSULTING SERVICES	00000000	807.83
30941		AB		06/30/2016	072516 07/25/2016	8,065.00

BATCH # 072516

VENDOR # INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
01	JB#4881503301 W.A.S. THICKENER	25-508-61-00-7618	00000000		8,065.00
DEUCH 30942	WALTER E. DEUCHLER & ASSOC				
	AB		06/30/2016	072516 07/25/2016	1,300.00
01	JB#4881501202 REPLC SAN SEWERS	25-533-61-00-7618	00000000		1,300.00
02	SWEETBRIAR & EDGELAWN	** COMMENT **	00000000		
VENDOR TOTAL:					14,780.63
DUFF MW00223599	DUFF & PHELPS LLC				
	AB		07/12/2016	072516 07/25/2016	3,780.00
01	PROF SRVS-PROPERTY INSURANCE	01-190-62-00-7760	00000000		604.80
02	PROF SRVS-PROPERTY INSURANCE	25-190-62-00-7760	00000000		2,532.60
03	PROF SRVS-PROPERTY INSURANCE	28-190-62-00-7760	00000000		642.60
VENDOR TOTAL:					3,780.00
GOMEZ 2016 IL PYRL CONF	ZOILA GOMEZ				
	AB		07/07/2016	072516 07/25/2016	250.00
01	IL 2016 PAYROLL CONF-REGISTRN	01-100-64-00-5810	00000000		250.00
VENDOR TOTAL:					250.00
GRAINCO 102109	GRAINCO				
	AB		06/14/2016	072516 07/25/2016	1,125.06
01	DIESELEX GOLD #2 510GLS	01-310-65-00-7333	00000000		1,125.06
VENDOR TOTAL:					1,125.06
GRAINGER 9160418167	W W GRAINGER INC				
	AB		07/08/2016	072516 07/25/2016	103.50
01	SOFT CARRYING CASE 3HCE8	25-700-65-00-7316	00000000		103.50
VENDOR TOTAL:					103.50
HACHCHEM 10015824	HACH COMPANY				
	AB		07/14/2016	072516 07/25/2016	10,914.29
01	SLUDGE THICKENER	25-700-65-00-7310	00000000		10,914.29
VENDOR TOTAL:					10,914.29

BATCH # 072516

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
HAWKINS	HAWKINS, INC					
3910827	RI	AB		06/29/2016	072516 07/25/2016	797.24
	01		28-770-65-00-7343	OPERATION SUPPLIES	00000000	759.24
	02		28-770-65-00-7343	OPERATION SUPPLIES	00000000	25.00
	03		28-770-65-00-7343	OPERATION SUPPLIES	00000000	13.00
3914123	RI	AB		07/06/2016	072516 07/25/2016	1,512.70
	01		25-700-65-00-7343	OPERATION SUPPLIES	00000000	772.20
	02		25-700-65-00-7343	OPERATION SUPPLIES	00000000	702.00
	03		25-700-65-00-7343	OPERATION SUPPLIES	00000000	13.50
	04		25-700-65-00-7343	OPERATION SUPPLIES	00000000	25.00
					VENDOR TOTAL:	2,309.94
HDSUPWW	H D SUPPLY WATERWORKS, LTD					
F694401		AB		07/06/2016	072516 07/25/2016	799.50
	01		28-780-65-00-7316	MTNC & RPR-SUPPLIES	00000000	799.50
F743552		AB		07/06/2016	072516 07/25/2016	381.90
	01		28-780-65-00-7343	OPERATION SUPPLIES	00000000	381.90
F783595		AB		07/08/2016	072516 07/25/2016	372.67
	01		28-780-65-00-7343	OPERATION SUPPLIES	00000000	362.21
	02		28-780-65-00-7343	OPERATION SUPPLIES	00000000	10.46
F786498		AB		07/14/2016	072516 07/25/2016	1,092.00
	01		28-780-65-00-7316	MTNC & RPR-SUPPLIES	00000000	1,092.00
					VENDOR TOTAL:	2,646.07
ILLCO	ILLCO INC					
1302840		AB		07/11/2016	072516 07/25/2016	770.41
	01		28-760-65-00-7343	OPERATION SUPPLIES	00000000	45.90
	02		28-760-65-00-7343	OPERATION SUPPLIES	00000000	27.60
	03		28-760-65-00-7343	OPERATION SUPPLIES	00000000	8.60
	04		28-760-65-00-7343	OPERATION SUPPLIES	00000000	280.98

BATCH # 072516

VENDOR # INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
05	SCH 80	PVC FLANGE 854-4526360	28-760-65-00-7343	OPERATION SUPPLIES	00000000 127.40
06	SCH 80	PVC BUSH-4524532	28-760-65-00-7343	OPERATION SUPPLIES	00000000 111.02
07	SCH 80	PVC 90 ELL 806-4522040	28-760-65-00-7343	OPERATION SUPPLIES	00000000 87.99
08	SCH 80	PVC 90FLANGE 854-452634	28-760-65-00-7343	OPERATION SUPPLIES	00000000 80.92
VENDOR TOTAL:					770.41
ILSOCENG 330-2016	ILLINOIS SOCIETY OF				
	AB		07/12/2016	072516 07/25/2016	354.00
01	MEMBRSP RENEWAL-JM-2016	28-100-64-00-5820	DUES & SUBSCRIPTIONS	00000000	354.00
02	#104029010	** COMMENT **		00000000	
VENDOR TOTAL:					354.00
INFOR P-3658-US06A	INFOR (US), INC				
	AB		04/05/2016	072516 07/25/2016	907.92
01	4/5/16 MAINTENANCE RENEWAL	01-200-63-00-7740	LINE SERVICE (LEADS/NETWORK)	00000000	907.92
VENDOR TOTAL:					907.92
JDDOOR 90319	J & D DOOR SALES INC				
	AB		07/14/2016	072516 07/25/2016	340.00
01	CABLE 30'	01-120-62-00-7660	MTNC SRVC & RPR-BUILDINGS	00000000	60.00
02	LABOR-MAINT BUILDING	01-120-62-00-7660	MTNC SRVC & RPR-BUILDINGS	00000000	280.00
VENDOR TOTAL:					340.00
JULIE 2016-1337	JULIE INC				
	AB		06/30/2016	072516 07/25/2016	872.56
01	ANNUAL ASSESSMENT 2016	01-300-63-00-7741	JULIE FACSIMILE	00000000	290.85
02	ANNUAL ASSESSMENT 2016	25-100-63-00-7741	JULIE FACSIMILE	00000000	290.85
03	ANNUAL ASSESSMENT 2016	28-100-63-00-7741	JULIE FACSIMILE	00000000	290.86
VENDOR TOTAL:					872.56
KONICA-L 65123115	GE CAPITAL INFORMATION				
	AB		07/03/2016	072516 07/25/2016	418.77
01	COPY MACHINE RENTALS-2-CH	01-100-62-00-7666	MTNC SRVC & RPR-OFFICE EQMT	00000000	418.77
VENDOR TOTAL:					418.77

BATCH # 072516

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
KRENTZSA 28357	KRENTZ, SALFISBERG & SWANSON	AB				
				06/30/2016		
	01 ADMIN HEARINGS-6/1-LMS		01-111-61-00-7610	LEGAL SERVICES	072516 07/25/2016	450.00
	02 ADMIN HEARINGS-6/15-JSH		01-111-61-00-7610	LEGAL SERVICES	00000000	150.00
	03 ADMIN HEARINGS-6/29-LMS		01-111-61-00-7610	LEGAL SERVICES	00000000	150.00
					VENDOR TOTAL:	450.00
LAFORCE 1005072	LAFORCE	AB				
				07/13/2016		
	01 HDW-MEDECO KYC-326900 DBQ17		01-200-62-00-7664	MTNC SRVC & RPR-OPERATING EQMT	072516 07/25/2016	40.00
	02 FREIGHT		01-200-62-00-7664	MTNC SRVC & RPR-OPERATING EQMT	00000000	30.00
					00000000	10.00
					VENDOR TOTAL:	40.00
LYLES 646	LYLE'S AUTOMOTIVE	AB				
				06/24/2016		
	01 LIC #M126645-IL - BRAKES-PARTS		01-310-62-00-7668	MTNC SRVC & RPR-VEHICLES	072516 07/25/2016	138.40
	02 LIC #M126645-IL - BRAKES-LABOR		01-310-62-00-7668	MTNC SRVC & RPR-VEHICLES	00000000	35.40
					00000000	103.00
					VENDOR TOTAL:	138.40
MIDAMWT 126318A	MID AMERICAN WATER	AB				
				06/30/2016		
	01 MJF-REDMJSEB6X4 REDUCER C153		28-780-65-00-7316	MTNC & RPR-SUPPLIES	072516 07/25/2016	220.00
	02 MJF-REDMJLEB6X4 REDUCER C153		28-780-65-00-7316	MTNC & RPR-SUPPLIES	00000000	105.00
					00000000	115.00
					VENDOR TOTAL:	220.00
MIDWESTT 1070	MIDWEST TEMPORARY FENCE, LLC	AB				
				07/05/2016		
	01 CHAIN LINK PANEL FENCE-6'X12'		01-534-61-00-7619	CONSTR-HUGH ST PARKING LOT	072516 07/25/2016	128.25
	02 POST DRIVEN CHAIN LINK FENCE		01-534-61-00-7619	CONSTR-HUGH ST PARKING LOT	00000000	54.00
					00000000	74.25
					VENDOR TOTAL:	128.25
NICOR JUNE 2016	NICOR GAS	AB				
				05/20/2016		
					072516 07/25/2016	628.33

BATCH # 072516

VENDOR # INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
01		33-16-81-1000 6 1001 HALE	25-700-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 60.36
02		60-11-34-6821 3 1010 HALE	25-700-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 37.42
03		11-91-21-9011 0 981 S HALE	25-700-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 120.66
04		67-20-61-1000 8 751 E MAIN	28-760-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 27.50
05		67-20-61-1000 8 751 E MAIN	28-760-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 35.36
06		04-27-94-5568 9 401 KRISTEN	28-760-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 72.30
07		04-27-94-5568 9 401 KRISTEN	28-760-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 82.14
08		62-02-86-6600 6 4007 KLATT	25-722-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 17.22
09		62-02-86-6600 6 4007 KLATT	25-722-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 24.49
10		42-24-92-6732 1 740 E MAIN	28-760-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 61.55
11		42-24-92-6732 1 740 E MAIN	28-760-62-00-7730	GAS (HEAT & OPERATIONS)	00000000 89.33
VENDOR TOTAL:					628.33
NORTHWTR 0200249-1	FERGUSON WATER WORKS #2516	AB	07/08/2016	072516 07/25/2016	724.19
01	M76100QF-LF 3/4 COMP BALL CURB	28-780-65-00-7316	MTNC & RPR-SUPPLIES	00000000	328.80
02	M76100QG-LF 3/4 COMP BV CURB S	28-780-65-00-7316	MTNC & RPR-SUPPLIES	00000000	395.39
VENDOR TOTAL:					724.19
PDCLAB 835878	PDC LABORATORIES INC	AB	06/30/2016	072516 07/25/2016	166.00
01	WATER TESTING	28-770-62-00-7671	TESTING SERVICES	00000000	166.00
VENDOR TOTAL:					166.00
PPPFUND 070716	PLANO POLICE PENSION FUND RPLCMT TAX	AB	07/07/2016	072516 07/25/2016	419.11
01	REPLACEMENT TAX 07/07/16	01-000-24-00-2400	DUE TO OTHER FUNDS	00000000	419.11
VENDOR TOTAL:					419.11
RADARMAN 3105	RADAR MAN INC	AB	07/07/2016	072516 07/25/2016	350.00
01	RADAR CERTIFICATIONS-8	01-200-62-00-7668	MTNC SRVC & RPR-VEHICLES	00000000	320.00
02	TUNING FORKS	01-200-62-00-7668	MTNC SRVC & RPR-VEHICLES	00000000	30.00
VENDOR TOTAL:					350.00
SOMMERS 14004	SOMMERS CARPET CARE	AB	07/10/2016	072516 07/25/2016	500.00

DATE: 07/20/2016
 TIME: 14:04:05
 ID: AP430000.WOW

CITY OF PLANO
 OPEN INVOICES REPORT

PAGE: 10

BATCH # 072516

VENDOR # INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	BATCH P.O. #	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
01	JUNE 2016 GENERAL CLEANING-CH	01-120-62-00-7650	CUSTODIAL SERVICE & SUPPLIES	00000000	500.00
SOMMERS 14005	SOMMERS CARPET CARE	AB	07/10/2016	072516 07/25/2016	1,200.00
01	JUNE 2016 GENERAL CLEANING-PD	01-120-62-00-7650	CUSTODIAL SERVICE & SUPPLIES	00000000	1,200.00
VENDOR TOTAL:					1,700.00
SOURCEON 408227	SOURCE ONE OFFICE PRODUCTS	AB	07/07/2016	072516 07/25/2016	184.95
01	LEW1998 COPY PAPER-5 CRTNS	01-200-65-00-7353	OFFICE SUPPLIES	00000000	184.95
408356		AB	07/11/2016	072516 07/25/2016	17.99
01	FEL0070308 STORAGE BOXES	01-100-65-00-7353	OFFICE SUPPLIES	00000000	17.99
524879		AB	07/07/2016	072516 07/25/2016	36.34
01	LEE10132 MOISTENER-FINGERTIP	01-100-65-00-7353	OFFICE SUPPLIES	00000000	6.19
02	MMM680WE2-WHITE FLAGS	01-100-65-00-7353	OFFICE SUPPLIES	00000000	25.16
03	WLJG7206A 6 COLUMN PAD	01-100-65-00-7353	OFFICE SUPPLIES	00000000	4.99
524992		AB	07/18/2016	072516 07/25/2016	2.29
01	EPSERC38BR RIBBON	01-100-65-00-7353	OFFICE SUPPLIES	00000000	2.29
VENDOR TOTAL:					241.57
SPYRATOS JULY 2016	SPYRATOS DAVIS LLC	AB	07/13/2016	072516 07/25/2016	5,000.00
01	RETAINER DEPOSIT F/LEGAL SRVS	28-503-61-00-7618	ENGINRNG - BROWNSFIELD	00000000	5,000.00
VENDOR TOTAL:					5,000.00
THOMWEST 834327826	THOMSON REUTERS-WEST	AB	07/04/2016	072516 07/25/2016	162.00
01	IL COMP STATE BAR 2015 BOOKS	01-100-64-00-5840	TUITION, BOOKS & FEES	00000000	162.00
VENDOR TOTAL:					162.00
TIRETR 7069215	TIRE TRACKS	AB	07/13/2016	072516 07/25/2016	78.74

**FY '17 JUNE WAGE REPORT
SUMMARY**

	Reg Hrs	Reg \$	* OT Hrs	OT \$	Other Hrs	Other \$	Total Hrs	Total \$
Gen Fund								
Admin	921.06	28,318.84	-	-	48.41	339.72	969.47	28,658.56
* OT hours worked placed in Comp Bank			2.00	-	-	-	2.00	-
BPZ	420.00	17,856.34	-	-	60.00	653.84	480.00	18,510.18
Police Department	4,147.00	155,105.67	257.50	13,480.50	2,728.00	107,471.86	7,132.50	276,058.03
* OT hours worked placed in Comp Bank			71.50	-	-	-	71.50	-
PD Reimbursements								
HIDI OT @ 100%	-	-	(14.50)	(686.66)	-	-	(14.50)	(686.66)
Liaison @ 50%	(110.00)	(3,697.10)	-	-	(10.00)	(336.10)	(120.00)	(4,033.20)
PD Total	4,037.00	151,408.57	314.50	12,793.84	2,718.00	107,135.76	7,069.50	271,338.17
Streets	1,107.70	32,302.24	5.70	227.63	260.30	5,492.31	1,373.70	38,022.18
* OT hours worked placed in Comp Bank			4.00	-	-	-	4.00	-
Water	170.07	6,029.04	2.62	77.40	19.67	340.72	192.36	6,447.16
Gen Fund total	6,655.83	235,915.03	328.82	13,098.87	3,106.38	113,962.35	10,091.03	362,976.25
Parks Fund								
Admin	13.68	496.98	-	-	0.72	-	14.40	496.98
Streets	58.30	1,700.13	0.30	11.98	13.70	289.07	72.30	2,001.18
Parks Fund total	71.98	2,197.11	0.30	11.98	14.42	289.07	86.70	2,498.16
Sewer Fund								
Admin	325.76	8,838.09	-	-	29.69	329.81	355.45	9,167.90
Sewer	784.50	23,617.76	28.00	953.20	56.50	302.49	869.00	24,873.45
Water	326.61	9,460.69	31.78	927.84	38.63	677.60	397.02	11,066.13
Sewer Fund Total	1,436.87	41,916.54	59.78	1,881.04	124.82	1,309.90	1,621.47	45,107.48
Water Fund								
Admin	325.75	8,838.00	-	-	29.68	329.65	355.43	9,167.65
Sewer	117.50	2,555.63	-	-	3.50	87.01	121.00	2,642.64
Water	586.32	17,560.79	40.60	1,165.05	60.70	879.68	687.62	19,605.52
Water Fund Total	1,029.57	28,954.42	40.60	1,165.05	93.88	1,296.34	1,164.05	31,415.81
Total	<u>9,194.25</u>	<u>\$308,983.10</u>	<u>429.50</u>	<u>\$16,156.94</u>	<u>3,339.50</u>	<u>\$116,857.66</u>	<u>12,963.25</u>	<u>\$441,997.70</u>
							<u>12,963.25</u>	<u>\$441,997.70</u>

This report covers payroll check dates: 06/02/16, 06/16/16, 06/30/16 J5N, & 06/30/16 J5Q

* 77.50 Total overtime hours worked placed in Comp Bank

E. Angelo Spyratos
Kimberly A. Davis
James P. Marsh
Christopher M. Lunardini
Pamela L. Pierro
Kimberly D. Fahrbach
Josh R. Ladwig
Mallory P. Sanzeri
Dimitrios E. Spyratos
Douglas S. Strohm



SPYRATOS DAVIS LLC
ATTORNEYS AT LAW

Reply to: 1001 Warrenville Road
Suite 210
Lisle, IL 60532
Fax: 630.963.8733

221 North LaSalle Street
Suite 2050
Chicago, IL 60601
Fax: 312.419.1546

www.spydavlaw.com

Of Counsel

Gerald T. Rohrer Jr.

Writer's Direct Phone: 630.434.0285
Writer's E-mail: jmarsh@spydavlaw.com

July 13, 2016

Honorable Robert A. Hausler
City of Plano
17 East Main Street
Plano, IL 60545

Re: Northfield Insurance Company v. Denny Glynn d/b/a G-N-G Salvage, Dennis Glynn, Jr.,
individually and as owner of G-N-G Salvage, and G-N-G Demolition & Salvage, Inc., an Illinois
business corporation
Case No.: 2016 MR 208 (Kendall County)
Our File No.: 7927.160112

Dear Mayor Hausler:

The Illinois Rules of Professional Conduct governing client representation require our fee arrangement to be communicated to you, preferably in writing. This letter serves as our agreement for fees and sets forth the terms of our retention by you.

1.00 Employment. Client hereby employs and appoints Attorney to undertake the legal representation of Client and to provide legal services to Client for

2.00 Services: Client and Attorney agree that the legal services to be provided by Attorney to Client consist of counseling, investigation into the underlying occurrence, (if warranted and agreed) advising, settlement, preparation of documents and pleadings and filing thereof, court appearances, depositions, written discovery, trial, and other matters or tasks customarily undertaken and performed in litigation.

3.00 Compensation: In consideration of our agreement to represent you in this matter, you agree to pay a fee on an hourly basis at the rates provided below plus costs incurred on your behalf:

- a. An hourly rate of \$300.00 per hour for partner attorney time;
- b. An hourly rate of \$250.00 per hour for associate attorney time; and
- c. An hourly rate of \$100.00 per hour for paralegal and law clerk time.

All travel time will be billed at the regular hourly rate. Additionally, some tasks may be billed on a flat-fee basis. We typically review and increase our billing rates annually.

We ask that you provide a **\$5,000.00 retainer deposit**. Please provide this deposit along with a signed copy of this agreement as soon as possible so that work may begin. You will receive monthly billings showing our work on your behalf. Those monies will be deducted from your retainer deposit monies. Any portion of the retainer deposit unused at the end of our representation will be promptly refunded to you. Should the retainer that you place with us near exhaustion, we will ask for a replacement retainer from you.

4.00 **Costs and Expenses:** Client agrees to pay all costs and expenses, including but not limited to, court costs, service fees, court reporter, subpoena, depositions, photographs, reports, witness statements, investigation costs, witness fees, consultant or other expert fees, witness fees, subpoena fees, travel expenses, courier fees, recorder fees, computer research, copies, postage and costs associated with the obtaining of records and other costs and expenses incurred in investigating and litigating this matter or incurred by Attorney on behalf of Client. These charges shall be promptly paid upon being billed to you. When possible, bills for costs from outside sources will be sent to you for payment directly to the billing party, rather than having us advance costs on your behalf.

5.00 **Payment for services performed and expenses disbursed** will be considered due and payable when billed, i.e., you will be expected to pay each bill as you receive it to fully reimburse the retainer deposit. A statement will be sent to you monthly unless there is an insignificant amount to bill. Interest at the rate of eighteen percent (18%) annually, or one-one half percent (1.5%) per month will be charged on the unpaid balance of all statements more than thirty (30) days overdue from the date the statement is sent. In the unfortunate event that a dispute arises out of this agreement, that matter shall have venue in DuPage County, Illinois.

6.00 **Authorization and Cooperation:** Client authorizes and directs Attorney to take all action that Attorney deems reasonable, necessary and advisable on Client's behalf relating to the above.

7.00 **No Representations:** Attorney makes no warranties or representations concerning the successful termination of any claim or lawsuit pertaining to the occurrence.

8.00 **Substitution, Discharge or Withdrawal of Attorney:** The Attorney may withdraw from representation of Client in this matter at any time, on reasonable notice to Client, as provided in the Illinois Code of Civil Procedure. The Attorney may withdraw following her investigation into this matter and discussion with Client. Any dispute pursuant to this Agreement shall have venue in DuPage County, Illinois.

9.00 **Power of Attorney/Discretion:** You hereby agree to give us as your Attorney full power and authority to perform all acts and deeds necessary to perform our work on your behalf and to resolve the pending litigation, as fully as might or could be done if you were personally present. We expect that we will have the discretion to determine the means and methods to accomplish our representation in this case. This discretion includes matters of professional courtesy, such as granting reasonable extensions of time to opposing counsel and ethical responsibilities.

10.00 **Documentation:** Unless otherwise instructed by you, we will send you copies of all significant documents, including correspondence. Please retain these documents for future reference in the event you have questions concerning this matter. It is the practice of our law firm to destroy files approximately eight (8) years following the closing of the file. Unless we hear from you to the contrary within thirty (30) days of the date of this letter, we will assume that we have permission to destroy the file after that time period. We will retain electronic copies of key documentation for your matter.



Honorable Robert A. Hausler
July 13, 2016
Page 3 of 3

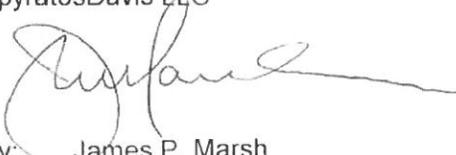
It is our policy to be as responsive as possible to your requests for information and to maintain regular communication with you concerning pending matters. If you have any questions about the terms of our retention, please contact me. Otherwise, please sign this letter and return a copy to me via electronic mail at jmarsh@spydavlaw.com or fax (630-963-8733), and via regular mail (original signed document) to my Lisle office. Please keep a copy of this document for your files.

Please make your retainer check payable to SpyratosDavis LLC and forward it to my Lisle office. If we do not receive this signed agreement and retainer from you, we will presume that you do not accept the terms of this Agreement and do not wish to retain our services. Thank you for your understanding in this matter.

I am pleased to receive your questions, suggestions, and comments at any time. Thank you.

Very truly yours,

SpyratosDavis LLC



By: James P. Marsh

AGREED AND ACCEPTED:

Client _____ Date _____

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1001 Warrenville Road, Suite 210, Lisle, IL 60532 • Fax: 630.963.8733 • www.spydavlaw.com
221 North LaSalle Street, Suite 2050, Chicago, IL 60601 • Fax: 312.419.1546 • www.spydavlaw.com



INVESTMENT BANKERS

306 N. MAIN ST., SUITE 3
P.O. BOX 3367
BLOOMINGTON, IL 61702-3367
TEL: 309-829-3311
FAX: 309-827-2171

AGREEMENT by and between City of Plano, Kendall County, Illinois, and First Midstate Incorporated of Bloomington, Illinois ("*First Midstate Incorporated*"): The said First Midstate Incorporated to act as PLACEMENT AGENT with respect to the issuance of \$ _____ more or less General Obligation Refunding Bonds (Alternate Revenue Source) (the "Bonds"), unless a purchaser for the Bonds cannot be identified, in which case said First Midstate Incorporated to act as UNDERWRITER with respect to the issuance of the Bonds.

- I. Undertakings on the part of First Midstate Incorporated.
 - (A) While acting as Placement Agent, First Midstate Incorporated agrees to perform the following services:
 - (i) Prepare the Private Placement Memorandum.
 - (ii) Make recommendations as to the best possible date of sale in line with market conditions.
 - (iii) Identify potential purchasers and assist the Issuer in responding to their inquiries.
 - (iv) Use commercially reasonable efforts to arrange for the purchase of the Bonds by one or more purchasers.
 - (v) Cooperate whenever possible with your attorney and recognized Bond Counsel.
 - (vi) Approve Chapman and Cutler LLP to serve as bond counsel to the Placement Agent. Chapman and Cutler LLP is acting as bond counsel to the Placement Agent and has an attorney-client relationship with the Placement Agent and not the Issuer. The Issuer will refer to its general or special counsel as necessary.
 - (B) While acting as Underwriter, First Midstate Incorporated agrees to perform the following services:
 - (i) Make debt analysis of general obligation debt presently outstanding within the area and analysis of rates required to service both principal and interest payments of the proposed Bonds. Recommend maturity schedules and other procedural requirements for the Bonds to be issued.

- (ii) Work with disclosure counsel to prepare the Issuer's preliminary and final Official Statement; including summary of financial, industrial, and factual information of the Community.
- (iii) Make recommendations as to possible issuance dates in line with market conditions.
- (iv) Cooperate wherever possible with the architect, your attorney, and recognized bond counsel and disclosure counsel. Assist with the disclosure requirements of the State of Illinois, Securities and Exchange Commission, Municipal Securities Rulemaking Board and Financial Industry Regulatory Authority.
- (v) Coordinate bond printing, document distribution, establishment of necessary accounts, and bond closing.
- (vi) Act as Underwriters for the Issuer in the marketing of the Bonds.
- (vii) Approve Chapman and Cutler LLP to serve as bond counsel and disclosure counsel to the Underwriter. Chapman and Cutler LLP is acting as bond counsel and disclosure counsel to the Underwriter and has an attorney-client relationship with the Underwriter and not the Issuer. The Issuer will refer to its general or special counsel as necessary.

II. Undertakings on the part of the Issuer. The Issuer agrees to:

- (A) Make available to First Midstate Incorporated any data necessary to perform its services hereunder.
- (B) Consider financing plans submitted by First Midstate Incorporated and work with First Midstate Incorporated in the selection of the best plan.
- (C) If First Midstate Incorporated will serve as Placement Agent, to cooperate with bond counsel to supervise or prepare all necessary legal proceedings and requirements incidental to the issuance and sale of the Bonds; we will assist wherever possible.

III. General Provisions

- (A) In the event the Issuer decides to proceed with the issuance of the Bonds, First Midstate Incorporated will market the Bonds based upon market conditions and will deal fairly with the Issuer.
- (B) Expenses
 - (i) If the principal amount of the Bonds issued is less than \$200,000, the City agrees to pay the expenses of Chapman and Cutler LLP. If the principal amount of the Bonds issued is \$200,000 or greater, First Midstate Incorporated will pay the expenses of Chapman and Cutler LLP.
 - (ii) In the event it is impossible to carry forward the issuance of the Bonds for legal or other reasons, or in the event the City Council elects not to proceed with the issuance of Bonds, First Midstate Incorporated agrees to be responsible for all expenses incurred in the preparation of the financing plan.

IV. Federal Securities Law Disclosures

- (A) First Midstate Incorporated is acting as a Placement Agent or Underwriter with respect to the Bonds and not as a municipal advisor as described by the Municipal Securities Rulemaking Board and the Securities and Exchange Commission.
- (B) Municipal Securities Rulemaking Board Rule G-17 requires both placement agents and underwriters to make certain disclosures to an issuer to clarify its role in an issuance of municipal securities. Such disclosures with respect to First Midstate Incorporated's role as Placement Agent are set forth on *Exhibit A* hereto. Such disclosures with respect to First Midstate Incorporated's role as Underwriter are set forth on *Exhibit B* hereto.

Respectfully submitted,
FIRST MIDSTATE INCORPORATED

BY _____
President

EXHIBIT A

DISCLOSURES REGARDING FIRST MIDSTATE INCORPORATED'S ROLE AS THE PLACEMENT AGENT

- (I) Disclosures Regarding the Placement Agent's Role
 - (A) MSRB Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors;
 - (B) A placement agent's primary role is to place the Bonds with a purchaser in an arm's-length commercial transaction with the Issuer. A placement agent has financial and other interests that differ from those of the Issuer;
 - (C) Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
 - (D) A placement agent has a duty to place the Bonds at a fair and reasonable price, but must balance that duty with its duty to the purchaser to secure a price for the Bonds that is fair and reasonable; and
 - (E) The placement agent will prepare the Private Placement Memorandum for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction. Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The preparation of the Private Placement Memorandum by the Placement Agent should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the Private Placement Memorandum.
- (II) Disclosure Regarding the Placement Agent's Compensation
 - (A) The Placement Agent will be compensated by a fee the payment or receipt of which will be contingent on the closing of the transaction and the amount of the fee is based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Placement Agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

[(III) Disclosures Regarding Transaction Structure

- (A) Your obligation to pay principal and interest will be a contractual obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a default with respect to the bond issue.

- (B) The bonds are structured as tax-exempt obligations. This requires that you comply with various Internal Revenue Service (“*IRS*”) requirements and restrictions relating to how you use and invest the proceeds of the bonds, how you use any facilities constructed or improved with proceeds of the bonds and other restrictions throughout the term of the bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on opportunities. Further, violation of these requirements and restrictions can result in the bonds becoming taxable and may cause you to become liable to the *IRS* and to the owners of the bonds. In addition, in the event of an audit of the bonds by the *IRS*, obtaining an independent review of *IRS* positions with which you legitimately disagree is difficult and may not be practicable.]¹

¹ If necessary, based on the complexity of the transaction and the ability of the issuer to understand the transaction.

EXHIBIT B

DISCLOSURES REGARDING FIRST MIDSTATE INCORPORATED'S ROLE AS THE UNDERWRITER

- (I) Disclosures Regarding the Underwriter's Role
 - (A) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
 - (B) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;
 - (C) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
 - (D) The Underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
 - (E) The Underwriter will review the official statement for the Issuer's securities in accordance with, and as a part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

- (II) Disclosure Regarding the Underwriter's Compensation
 - (A) The compensation paid to the Underwriter for underwriting the bonds is contingent both on the closing and the timing of the transaction. The rules of the Municipal Securities Rulemaking Board require us to inform the Issuer that compensation that is contingent on the closing of a transaction or the size of the transaction presents a conflict of interest because it may cause the underwriter to recommend a transaction that is unnecessary or to recommend that the size of the transaction be larger than necessary.

[(III) Disclosures Regarding Transaction Structure

- (A) Your obligation to pay principal and interest will be a contractual obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a default with respect to the bond issue.

- (B) The bonds are structured as tax-exempt obligations. This requires that you comply with various Internal Revenue Service (“*IRS*”) requirements and restrictions relating to how you use and invest the proceeds of the bonds, how you use any facilities constructed or improved with proceeds of the bonds and other restrictions throughout the term of the bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on opportunities. Further, violation of these requirements and restrictions can result in the bonds becoming taxable and may cause you to become liable to the IRS and to the owners of the bonds. In addition, in the event of an audit of the bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.]¹

¹ If necessary, based on the complexity of the transaction and the ability of the issuer to understand the transaction.

The foregoing Agreement is hereby accepted for and on behalf of the City of Plano, Kendall County, Illinois, pursuant to proper action by the City Council on this _____ day of _____, 2016.

ATTEST:

City Clerk

BY _____

Mayor

ALDERMAN _____ MOVED

AND ALDERMAN _____ SECONDED THE MOTION TO:

Authorize Chapman and Cutler LLP, Chicago, Illinois, to prepare the necessary legal proceedings for the proposed issuance of \$ _____ more or less General Obligation Refunding Bonds (Alternate Revenue Source) (the "Bonds"), retain First Midstate Incorporated, Bloomington, Illinois ("First Midstate Incorporated"), as placement agent or underwriter for the Bonds and authorize the City to execute an agreement retaining First Midstate Incorporated as placement agent or underwriter for the Bonds.

After a full and complete discussion thereof, the Mayor directed the City Clerk to call the roll for a vote upon said motion.

Upon the roll being called, the following aldermen voted AYE:

.....
.....

The following aldermen voted NAY:

Whereupon the Mayor declared the motion carried.

DATED this _____ day of _____, 2016.

City of Plano, Kendall County,
Illinois

Mayor

ATTEST:

City Clerk

PREPARED BY & RETURN TO:
Thomas W. Grant
Attorney at Law
PO Box 326
Yorkville, IL 60560
(630) 553-0088

GRANT OF PERMANENT EASEMENT
FOR FENCE INSTALLATION AND MAINTENANCE
HUGH STREET AND NORTH STREET MUNICIPAL PARKING LOT

WHEREAS, the CITY OF PLANO, a Municipal Corporation, organized and existing under the laws of the State of Illinois, hereinafter referred to as GRANTEE or City, or CITY OF PLANO, operates and maintains, as a part of its corporate functions, municipal parking lots, with all necessary appurtenances thereto, including fencing, upon lands lying and being in the City of Plano, Kendall County, Illinois, or immediately adjacent thereto; and

WHEREAS, VICTOR NOWAK is the owner, subject to diverse matters of record, of the real estate hereinafter described as and under the caption of "Exhibit A"; and

WHEREAS, the City is the owner of the real estate legally described on Exhibit "B" attached hereto, and the City is in the process of developing and improving the said real estate as municipal parking lot, and, incident thereto, proposes to install a fence on the Western boundary of the real estate, which is a common boundary with the real estate owned by the GRANTOR; and

WHEREAS, the GRANTEE'S plans for the improvement and development of the parking lot include the extension of the proposed fence onto the real estate of the GRANTOR for approximately six (6) feet as depicted on Exhibit "C" attached hereto,

and the GRANTOR is willing to grant to the City an Easement for the construction and future maintenance of the fence on the real estate of the GRANTOR at the location set forth on Exhibit "C".

NOW, THEREFORE, the GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, give and convey unto the CITY OF PLANO, a Municipal Corporation, of the County of Kendall and State of Illinois, its successors and assigns, the perpetual easement, privilege, right and authority to construct, reconstruct, repair, and maintain a fence, (including access thereto) as a part of the Western fence of the proposed municipal parking lot, over, along, and upon, that portion described tract of land owned by the GRANTOR and depicted on Exhibit "C" attached hereto.

This Grant of Permanent Easement is made and given subject to the following conditions and reservations:

1. The GRANTOR, his successors and assigns, shall have and retain all rights to the use and occupation of said real estate except as herein expressly granted or necessarily interfered with by the construction and installation and the maintenance and fence, as may be deemed necessary by the GRANTEE, and installed and maintained thereon.

2. Said fence shall be constructed and maintained at the sole expense of the GRANTEE.

3. All soil and other materials excavated from said real estate, except such

portions thereof as Grantee shall use for back-filling, grading and covering the easement area, shall be removed from said real estate by GRANTEE. Such work shall be solely at GRANTEE'S expense.

4. For the purposes of the construction of said fence and the maintenance and repair of the same, the GRANTEE, its contractors and sub-contractors and its and their employees and representatives, shall have the right to enter, pass over and use the portion of the adjoining real estate owned by the GRANTOR, but shall do so with the least inconvenience practicable to the GRANTOR.

5. The GRANTEE shall indemnify and save harmless the GRANTOR, his successors and assigns, from any loss, damage or expense in the nature of legal liability which the said GRANTOR may suffer, incur or sustain or from which the said GRANTOR may become legally liable arising or growing out of any injury or damage to persons, or damage to real or personal property, caused by any negligence of the GRANTEE, or its contractors, sub-contractors, agents or representatives, or any of them, in the maintenance and operation of said fence.

6. The GRANTOR, for himself and his successors and assigns, covenants and agrees that he shall not in any manner disturb, damage, destroy, or injure the fence, and will not obstruct or interfere with the GRANTEE, its contractors or sub-contractors or with the agents or employees of them or either of them, in the exercise of any of the rights, privileges or authorities hereby given and granted.

7. The GRANTEE shall signify its acceptance of this Grant of Easement and Easement Contract by approval by the City Council and acceptance by the Mayor as

herein provided.

8. This indenture and the covenants and agreements herein contained shall run with the land and shall be binding upon the GRANTOR, his successors and assigns, and upon the GRANTEE, its successors and assigns, and shall be in full force and effect when accepted by the GRANTEE in the manner herein provided.

IN WITNESS WHEREOF, the GRANTOR has executed this Grant of Permanent Easement this 30th day of June, 2016.

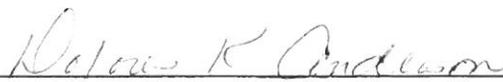


Victor Nowak

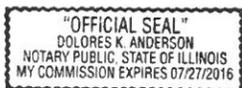
STATE OF ILLINOIS)
) SS
COUNTY OF De)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that VICTOR NOWAK personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 30 day of June 2016, 2016.



Notary Public



ACCEPTANCE

The foregoing Easement is accepted by the City of Plano this ____ day of _____, 2016.

CITY OF PLANO, a Municipal Corporation,

By: _____
Mayor

X:\City of Plano\EASEMENTS\NOWAK Fence Easement.doc

EXHIBIT "A" TO

GRANT OF PERMANENT EASEMENT
FOR FENCE INSTALLATION AND MAINTENANCE
HUGH STREET AND NORTH STREET MUNICIPAL PARKING LOT

LEGAL DESCRIPTION:

GRANTOR/NOWAK PARCEL

LOT 3 IN BLOCK 8 OF THE ORIGINAL VILLAGE OF PLANO, IN THE CITY OF
PLANO, KENDALL COUNTY, ILLINOIS

Common Address: 111 W. North Street, Plano, Illinois 60545

PIN: 01-22-381-002

EXHIBIT "B" TO

GRANT OF PERMANENT EASEMENT
FOR FENCE INSTALLATION AND MAINTENANCE
HUGH STREET AND NORTH STREET MUNICIPAL PARKING LOT

LEGAL DESCRIPTION:

GRANTEE/PLANO PARCEL

LOTS 1 AND 2 IN BLOCK 8 OF THE ORIGINAL VILLAGE OF PLANO, IN THE
CITY OF PLANO, KENDALL COUNTY, ILLINOIS

Common Address: South East Corner of North Street and Hugh Street, Plano, Illinois
60545

PIN: 01-22-381-003 and 01-22-381-004

EXHIBIT "C" TO

GRANT OF PERMANENT EASEMENT
FOR FENCE INSTALLATION AND MAINTENANCE
MAIN STREET AND NORTH STREET MUNICIPAL PARKING LOT

SKETCH OF FENCE AND EASEMENT AREA

SEE ATTACHED

N. HUGH STREET PARKING LOT FENCE

