

1. IMMEDIATELY FOLLOWING CITY COUNCIL MEETING
2. CITIZEN'S COMMENTS
3. SPLASH PAD DESIGN #3
4. DEARBORN & WEST PARK
5. PURCHASING CARD/CREDIT CARD POLICY

Documents:

[PURCHASE CARD.PDF](#)
[CREDIT CARD POLICY.PDF](#)

6. SOLICITOR/LIQUOR LICENSE APPLICATIONS

Documents:

[SOLICITORS.PDF](#)

7. MANHOLE SEALING

Documents:

[MANHOLE SEALING.PDF](#)

8. SECTION 305

Documents:

[SECTION 305 .PDF](#)

9. APPROVAL TO GO OUT FOR BID FOR DRUM THICKENING EQUIPMENT

10. CHURCHILL FARMS ADDENDUM

Documents:

11. CITIZEN'S COMMENTS

Purchasing Card Controls

Levels of Control

- Program Administrator (TBD)
Sets up and manages Virtual+
- Purchase Request Approver (Treasurer, Mayor)
Requests virtual card numbers for payment to vendors
Can follow up on request to check payment status, if permission is granted
Approve or decline requests for virtual card numbers
- Purchase Requester (accountant, AP clerk)
Requests virtual card numbers for payment to vendors)
Can follow up on its own requests to check payment status
Add vendors (accountant)

Procedure

The current Purchase Policy, as stated in the Policy and Procedures Manual (attached), will be followed with exception to the following section:

Payment of Purchases

(see C 2b of purchase policy)

The invoice is then submitted to the Purchase Requestor for entry into the First Bankcard's website for payment

(see C 4c of purchase policy)

After the Open Invoice report is approved, the Treasurer will approve the purchase requests entered on First Bankcard's website

Purchase Policy

Purchases

- A. Initiated by Department Heads and/or designate(s)
- B. Purchase of materials, tools, equipment, etc.
 - 1. Purchases over \$1,000 are co-signed by either the Mayor, Finance Committee Chairman or the City Clerk.
 - 2. Purchases exceeding \$2,500 are required to have Council approval. This is often accomplished through Council approval of the vendor run.
 - 3. Purchases deemed to be an emergency, in nature, must follow the above procedures; however, the City Council recognizes their approval will be requested at the next scheduled meeting.
 - a. When emergency purchases are made, it is necessary to immediately notify the City Treasurer so that funds are made available to cover the expenditure.
- C. Payment of purchases
 - 1. Invoices are received by the Accounts Payable Clerk, c/o the Treasurer's office, and placed in the appropriate Department Heads mail box.
 - 2. The Department Head will then stamp the invoice with an Approved for Payment stamp, assign the appropriate general ledger number and sign it indicating approval for payment.

Purchase Policy continued:

- a. If the invoice amount is greater than \$1,000, the Department Head must also have one of the following co-sign:
 - 1) Mayor
 - 2) Finance Committee Chairman
 - 3) City Clerk
 - b. The invoice is then submitted to the Accounts Payable Clerk for entry into the accounts payable system for payment.
3. Ahead of each Council meeting, the Accounts Payable Clerk will distribute to the Mayor, City Clerk, City Treasurer and Council an Open Invoice report listing all payments to be made from the Treasury.
4. The Finance Committee meets ahead of each Council meeting for final review of the vendor payments. The Council will then vote to approve this vendor run and that warrants be drawn from the Treasury.
- a. Invoices from projects approved through the bid process or via a contract must be signed by the Department Head indicating its approval for payment.
 - b. The Department Head also indicates the correct general ledger number to be used for payment.
 - c. The signed invoice is then forwarded to the Accounts Payable Clerk for further processing.

Purchase Policy Adoptions

The City of Plano's purchase policy shall be adopted by resolution of the City Council. This policy shall be reviewed by the Finance Committee annually and any modifications made thereto must be approved by the City Council.

City of Plano

Credit Card Policy

INTRODUCTION

The City's Credit Card Program is intended to streamline and simplify purchasing and payment procedures by consolidating supplier invoices and eliminating form processing. The Credit Card Program is not intended to avoid or bypass appropriate procurement or payment procedures. Rather, the Program complements the existing processes available by enabling staff to make practical decisions in regards to obtaining products or services for which they are knowledgeable and allows department heads to improve management control and decision-making.

This policy provides information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled for each cycle, and a variety of other program related information.

The cardholder needs to remember that he/she is committing City funds each time the credit card is used. This is a responsibility that should not be taken lightly. The cardholder is the person responsible for all charges made to the card. Intentional misuse or fraudulent abuse may result in disciplinary action up to and including dismissal and recovery of all unauthorized City purchases.

This policy is applicable to all City departments who have employees that have been issued a City credit card to purchase goods and services. The decision of when a credit card is issued, and to whom, will be decided by the Finance Department and the Department Head. Individual employee credit limits will be set by the Finance Department, with the consent of the City Council.

Employees (i.e. Cardholders) are expected to read, understand and abide by this policy. This policy is designed to be a fluid document and may be modified from time to time to conform to changes in legislation, technology and actual practice. Although it may not answer every question related to purchasing practices, it does provide general guidelines for the use of City issued credit cards. Employees who require assistance in dealing with specific situations not covered by this policy should contact their Department Head or the Finance Department.

GENERAL INFORMATION

1. Credit Card Information

The individual's name, credit card number, expiration date and the City's tax exempt number will be shown on the face of the credit card. **The card has no impact on the employees (i.e., cardholder's) personal credit. Although the credit card lists an individual's name, the card is actually issued to the City of Plano.**

2. Cardholder Spending Limits

Each cardholder will have a set maximum dollar amount for each single purchase (*Single Purchase Limit*), and a monthly limit (*Monthly Purchase Limit*) for all purchases made with the City credit card within a given cycle. Each time a cardholder makes a purchase with his or her credit card these limits will be checked by the issuer, resulting in the transaction being declined should the amount exceed either of the aforementioned limits. The cardholder's single and monthly limits shall be determined by the Finance Department.

3. Card Restrictions

The following list covers purchases for which use of the City credit card is expressly prohibited:

- Cash advances through bank tellers or automated teller machines (ATM's). No personal identification numbers (PIN's) will be issued for any City credit card.
- Any items for personal use, including but not limited to purchases of personal clothing or footwear.

Department specific regulations may allow further restrictions to this list.

4. Cardholder Responsibilities for Purchases

- A. The credit card is for City purchases only. Cardholders cannot use the credit cards for personal purchases with the intent of reimbursing the City at a later date.
- B. The credit card that the cardholder receives has his or her name embossed on it and may be used only by that cardholder. No other person is authorized to use the card.
- C. An original receipt must support each purchase prior to processing the monthly statement. The cardholder is responsible for ensuring a receipt or adequate support for the items charged on the City's credit card. When online registration or purchases are made, printouts of the registration or purchase must be retained and attached to the monthly credit card statement. The lack of a receipt or adequate support may require the user to pay for the expense from personal funds.

- D. Each charge on the cardholder's monthly credit card statement must be itemized and coded to the applicable budgeted line item.
- E. In the rare case where no receipt is obtained, the cardholder must initial the credit card statement next to the charge and write "No Receipt." In addition, the card holder must obtain and fill out a Lost Receipt Memo and return it to the Finance Department for processing. If it is determined by the Finance Department that there is inadequate support for the charge, the cardholder will be required to reimburse the City from personal funds.

5. Cardholder Reconciliation Responsibilities

- A. A credit card statement will be provided to each City cardholder in order to verify the charges incurred during the current billing cycle. Verification of transactions on the statement is the responsibility of each cardholder.
- B. Cardholders are responsible for attaching all sales receipts for the transactions listed on their statement.
- C. If a receipt cannot be obtained after a reasonable effort, the cardholder should write "No Receipt" and initial the statement next to the item. This will be allowed on an exception basis only, as identified in section 4-E above. Continued failure to provide receipts will result in card privileges being revoked.
- D. The monthly credit card statement must be signed by the cardholder as proof of reconciliation and reviewed and approved by their respective Department Head prior to being sent to the Finance Department for processing.
- E. The cardholder is responsible to follow-up with vendors regarding any erroneous charges, disputed items, returns or refunds. Cash refunds are not allowed.
- F. Credit card statements must be submitted in a timely manner to avoid late charges. Failure to do so may result in the cancellation of the cardholder's City credit card.

6. Reporting and Control Procedures

The Finance Department will receive a master report from the credit card provider identifying all charges made by all authorized cardholders during the current billing cycle. This report will be reconciled against the submitted monthly statements of all individual cardholders to ensure that no discrepancies exist. In addition, the Finance Department will review the monthly statements of each individual cardholder to ensure that all charges are properly coded and that sufficient support (i.e. a receipt) is provided for each charge prior to processing payment.

The Finance Department shall report all credit card purchases on the list of bills presented to the City Council.

7. Lost or Stolen Credit Cards

Should any employee (cardholder) lose or have their credit card stolen, it is their responsibility to immediately notify the credit card issuer, their Department Head and the Finance Department of the loss. The telephone number of the credit card issuer will be provided to the cardholder upon issuance.

8. Terminating Employee

- A. Credit cards are issued to individual employees. If an employee leaves the department, their card must be collected and destroyed. The Department Head (or their designee) will be responsible for collecting the card of the terminating employee and returning that card to the Finance Department for disposal. The Finance Department will contact the credit card issuer and have the terminating employee removed from the City's account of authorized users.
- B. Should a cardholder be transferred within the City to another department, it will be the responsibility of the new Department Head to determine if the cardholder should be issued a new credit card in their new position.
- C. In the event that the Department Head is not able to collect the credit card when employee leaves, the Department Head shall immediately notify the Finance Department to ensure the credit card is voided in a timely manner. The Finance Department will notify the card issuer to void the credit card in order to prevent any unauthorized purchases.

ORDINANCE NO. 2016-_____

**AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 3
OF THE PLANO CITY CODE
CITY OF PLANO, KENDALL COUNTY, ILLINOIS**

WHEREAS, THE City of Plano has heretofore adopted Chapter 3 of Title 3 of the Plano City Code, regulating Peddlers, Canvassers and Solicitors, as amended: and

WHEREAS, after further study and investigation, the City Council has determined that, for the safety and welfare of the residents of the City, it is in the public interest to further amend Chapter 3 of Title 3 of the Plano City Code, regulating Peddlers, Canvassers and Solicitors, as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Plano, Kendall County, Illinois as follows:

(Note: Strike outs: Deletions
Underline: Additions)

SECTION 1. That Chapter 3 of Title 3 of the Plano City Code be amended, in its entirety, to read as follows:

**“CHAPTER 3
TRANSIENT BUSINESS LICENSES**

SECTION:

- 3-3-1 Definitions**
- 3-3-2 Location of Operation**
- 3-3-3 Mode of Operation**
- 3-3-4 Prerequisites to Conducting Business**
- 3-3-5 License Requirements**

- 3-3-6 Food Vendors and Merchants; Sanitary Requirements**
- 3-3-7 Conditions of License**
- 3-3-8 Inspections**
- 3-3-9 Suspension of License**
- 3-3-10 Application for Transient Business License**
- 3-3-11 Violations: Penalty**
- ~~**3-3-12 Violations; Penalty**~~
- ~~**3-3-13 Application for Transient Business License:**~~
- ~~**3-3-14 Violations: Penalty**~~

3-3-1: DEFINITIONS:

For the purposes of this Chapter, the words and terms defined in this section shall have the following meanings:

TRANSIENT BUSINESS: Any entity conducting business within the City of Plano which 1) does not intend to conduct business continuously for a twelve month period (except for normal holiday and vacation closures), and 2) does not conduct business in the City of Plano from a permanent building with street address, connected to public water and sewer services or private well and septic systems. Types of this business include, but are not limited to itinerant vendors, transient merchants, commercial solicitors, group sale events, peddlers, door to door salesmen, canvassers, and hawkers.

ITINERANT VENDORS: Any person who transports tangible personal property for retail sale within the City who does not maintain in this City an established office, distribution house, in-sales office, warehouse, or service center from which said business is conducted. However, this chapter does not apply to any person who delivers personal tangible property within this City who is fulfilling an order for such property which was solicited or placed by mail or other means.

TRANSIENT MERCHANT: Any person, who is engaged temporarily in the retail sales of goods, foodstuffs, wares or merchandise in the City and who, for the purpose of conducting such business, occupies any fixed location including but not limited to; any non-permanent structure of any kind, vacant lot, or vehicle. However, this chapter does not apply to any person selling vegetables, fruits, or perishable farm products at any established City market or from a stand or booth on property owned by him.

COMMERCIAL SOLICITOR: Any person, whether a resident of the City or not, traveling from place to place, from house to house, from building to building, or from street to street, and selling goods or taking or attempting to take orders for sales of goods for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he/she is collecting advance payments on such sales or not. This chapter does not

apply to students of educational institutions located within the City limits participating in fundraising events or charitable activities.

GROUP SALES EVENT: Is a temporary event of three (3) or less consecutive days at a fixed location consisting of contiguous selling areas sponsored or arranged by a person, local unit of government or charitable or religious institution and which includes three (3) or more transient merchants, commonly known as a “flea market”, “craft show”, “antique market”, or “farmer’s market”.

SPECIAL EVENT: This chapter does not apply to permanently established business holding short duration events on their premises or on other property within the City with the permission of the property owner. Such events could include tent sales, customer appreciation days, and similar events.

EXEMPTIONS (No Permit Required):

Prior Invitation: Any person who, for the purposes of selling or taking orders for sales of merchandise or services, has been previously invited by the occupant or a resident to call thereon.

Newspaper, Book and Periodical Vendors: Any person who sells or distributes any newspaper, books or other periodical.

Nonprofit Organizations: Any person engaged in peddling or soliciting which is not prohibited by law on behalf of the charitable, religious or nonprofit organization organized as a not for profit corporation under state or federal law.

First Amendment Activities: Any person exercising their first amendment rights, including the free exercise of religion, the freedom of speech or press, the right of assembly and not engaged in peddling, soliciting or itinerant merchandizing for commercial gain.

3-3-2: LOCATION OF OPERATION:

Itinerant Vendors and Transient Merchants may not operate within six hundred (600) feet of a church or a school, or within one hundred twenty (120) feet of either the north or south edge of right of way of Illinois Route 34 or within sixty (60) feet of either the north or south edge of right of way of Main Street unless a shorter distance is otherwise approved by the City Council.

3-3-3: MODE OF OPERATION:

A. Itinerant vendors may operate only motorized vehicles and then only in the street or

right of way.

B. Non-motorized carts, wagons, trailers, or other contrivances may operate only as authorized by permit within certain City of Plano parks as follows:

- 1 Such non-motorized vehicles or contrivances must be dropped at their fixed location no earlier than 9:00 am and be picked up no later than 8:00 pm each day. Under no circumstances shall they be pushed or walked to their location.
- 2 All itinerant vendors shall display their City issued license at all times. Permits must be carried by each solicitor and be displayed upon request.

C. Time limits are between the hours of 9:00 am and 7:00 pm Monday through Friday, 9:00 am and 5:00 pm on Saturday and at no time on Sunday or on a state or national holiday.

D. No vendor may utilize pre-recorded music, chimes, bells or any electrically amplified device for the purpose of attracting public attention, which exceeds 60 decibels measured from a point no more than within fifty (50) feet from the sales area.

3-3-4: PREREQUISITES TO CONDUCTING BUSINESS:

A. Compliance Requirements: It is a violation of this Chapter for any person, either as a principal or an agent, to conduct business as a transient merchant, itinerant vendor, commercial solicitor, or to conduct a group sales event without first:

1. Complying with the requirements of the Retailer' Occupation Tax Act, to include obtaining a certificate of registration and posting the required bonds or other approved security.
2. Complying with all requirements of the zoning district under the zoning ordinance.
3. Obtaining a license under this chapter.

B. Prima Facie Evidence: It shall be prima facie evidence that a person is a transient merchant or itinerant vendor under this chapter if the person does not transact business from a fixed location in a permanent structure on property owned or leased for a period of not less than twelve (12) months by the person conducting said business.

3-3-5: LICENSE REQUIREMENTS:

- A. Required: Any person who wishes to obtain a license as a transient merchant, itinerant vendor, commercial solicitor, or hold a Group Sales Event shall file a license application with the Office of the City Clerk, which is designated as the licensing agency.
- B. Application: A completed license application must be submitted to the City Clerk not less than forty-five (45) days prior to the requested date to commence sales hereunder.
- C. Contents of Application: This license application shall include, but not be limited to the following; the applicant's name, address of the residence of the principal (if the applicant is a corporation, the residential addresses of the officers of the corporation), the location at which the applicant proposes to do business, the nature of the business the applicant intends to conduct, a copy of the applicant's Certificate of Registration under the Retailer's Occupation Tax Act, a complete inventory of the goods the applicant intends to offer for sale, sureties or bonds, certificates of insurance, employee list, and a list of all licenses to conduct business as a transient merchant obtained in the twelve (12) month period prior to the application.
- D. Term: A license shall be required for each calendar year in which an applicant transacts business in the City, as defined by this chapter and shall expire on December 31 of the year of issuance.
- E. Each license application shall be accompanied by a License Application Fee of One Hundred (\$100.00) Dollars and the applicable Transient Business License Fee, all as set forth in the Application for Transient Business License set forth in Section 3-3-10.
- ~~F. Surety Bond: The applicant shall file with the City Clerk a surety bond or shall make a cash deposit, unless waived by the City Council. The amount of the bond or deposit shall be equal to fifty percent (50%) of the wholesale value of the merchandise that the applicant intends to offer for sale; however the amount of the bond or deposit shall not be less than one thousand dollars (\$1,000.00).~~
- ~~G. Transfer of Bond to Attorney General: The City Clerk shall transfer said bond or deposit to the Attorney General of the State of Illinois within fourteen (14) days after the applicant ceases to do business in the City, and the Attorney General shall hold such bond or deposit for two(2) years for the benefit of any person who suffers loss or damage as a result of the purchase from said person licensed under this chapter or as a result of the negligent or intentionally tortuous act of the person licensed under this chapter. The Attorney General shall pay any portion of the bond or deposit to any person in accordance with the order of a court without making an independent~~

~~finding as to the amount of the bond or deposit that is payable to that person. Any balance of said deposit held by the Attorney General two (2) years after the expiration of a license of a person under this chapter shall be refunded to the licensee.~~

F. Failure to Obtain a License: If any person makes retail sales as a transient merchant, itinerant vendor, or commercial solicitor without first having obtained a license, the City Clerk may hold the inventory, truck, cart, or other personal property of the person until he obtains a license to conduct business. If the property has been held by the City Clerk for more than sixty (60) days and the person whose property is being held has not obtained a license, the City may petition the circuit court for an order of the sale of the property being held. If the court finds that the person whose property is held has not obtained a license, the court may order the City to sell the property. Proceeds of the sale of the property, less reimbursement to the City Clerk for the reasonable expenses of storage and sale of the property shall be deposited in the general funds of the City.

3-3-6: FOOD VENDORS AND MERCHANTS; SANITARY REQUIREMENTS: In accordance with all County and state health regulations:

- A. All vehicles, carts or other contrivances shall be kept in a clean and sanitary condition and shall be thoroughly cleaned each day they are so used.
- B. It shall be unlawful to permit any stale food, decaying matter or any other waste material or product to accumulate in, on, or around any such vehicle while it is so used. Vendors shall remove such matter from the premises on a daily basis.
- C. If unwrapped foodstuffs are transported in any such vehicle, such goods shall be carried in a portion or compartment of the vehicle which is screened or protected against dust and insects.

3-3-7: CONDITIONS OF LICENSE: Other licenses: Nothing contained in this chapter shall limit or preempt any other license or regulation which may be required by a person under this code.

3-3-8: INSPECTIONS: It shall be the duty of the Police Department to make or cause to be made such inspections as may be necessary to insure compliance with the provisions of this chapter.

3-3-9: SUSPENSION OF LICENSE: Any license issued under the provisions of this Chapter may be temporarily suspended by the Mayor for any violation of any section or regulation hereof, and such suspension shall be in addition to any fine imposed.

3-3-10: APPLICATION FOR TRANSIENT BUSINESS LICENSE:

APPLICATION FOR TRANSIENT BUSINESS LICENSE
(Type or print)

1) ~~FOR WHICH LICENSE ARE YOU APPLYING?~~

~~_____ Itinerant Vendor \$100.00 Application Fee
_____ \$100.00 Annual Fee (per vendor)~~

~~_____ Transient Merchant \$100.00 Application Fee
_____ \$100.00 Annual Fee (per location)~~

~~_____ Commercial Solicitor \$100.00 Application Fee
_____ \$100.00 Annual Fee (per salesperson)~~

~~_____ Group Sales Event \$100.00 Application Fee
_____ \$100.00 Event Fee (per event)~~

2) ~~Name of Applicant _____~~

3) ~~Permanent Street Address _____~~

4) ~~City, State, Zip Code _____~~

5) ~~Telephone _____ Fax _____~~

6) ~~Dates sales are to be commenced _____~~

7) ~~Name, address, telephone and fax numbers of the person having supervisory or management responsibility of business that is proposed to be carried on in the City (If the applicant is a corporation, list names of corporate officers of the corporation, if a partnership list *all* partners)~~

~~_____

_____~~

8) — ~~Name, address, telephone and fax numbers of person having custody of business's financial records~~

9) — ~~Names of municipalities or local units of government for which a similar license has been applied for within the twelve months prior to this application~~

10) — ~~Applicant's employer number for reporting to Internal Revenue Service~~

11) — ~~List the names and ages of all persons selling goods under this license.~~

12) — ~~List proposed location(s) where sales are to be conducted.~~

13) — ~~Have you previously held a similar license with the City of Plano? And if so when?~~ _____

14) — ~~List the type of goods, foodstuffs, wares, merchandise or services that the applicant intends to offer for sale at the above location~~

15) — ~~Name of Manufacturer:~~ _____

16) — ~~Attach bond with guarantees running to the City in the sum of not less than one thousand (\$1,000.00) dollars executed by the applicant as principal, with good and sufficient sureties upon which service of process made be made in the State of Illinois. The bond shall be in force and effect for no less than one (1) year from the date of this application.~~

~~17) Attach copy of certificate of registration under the State of Illinois Retailers Occupation Tax Act~~

~~18) Boundaries of area where peddling will be conducted: _____
_____~~

~~19) Proposed Method of Operation: _____~~

~~20) If a motor vehicle is utilized for the sale of foodstuffs, list the following:~~

- ~~a) Make of Vehicle _____~~
- ~~b) Body Style _____~~
- ~~c) License Plate # _____~~
- ~~d) Licensing State _____~~
- ~~e) Driver(s) Name and Driver's License # _____
_____~~

~~21) Attach a picture of the motor vehicle, cart, wagon, temporary structure or contrivance from which sales are to be conducted~~

~~22) Food Vendors: Attach copy of Kendall County Health permit~~

~~23) Food Vendors: Attach evidence of insurance (with the City of Plano named as additionally insured) that applicant is insured in an amount of not less than one hundred thousand (\$100,000.00) for property damage and injuries, including injury resulting in death, caused by the operation of the business.~~

~~24) Attach completed "Authorization for Police Record Search~~

I certify that the above information is correct to the best of my knowledge.

Name (please print) _____ Title _____

Signature _____ Date _____

AUTHORIZATION FOR POLICE RECORD SEARCH

I hereby authorize and empower the City of Plano and its agent, the Police Department of the City of Plano to conduct a police record search;

Signed on _____ at _____

Signature: _____

Name: _____

Please print (Last _____ First _____ M.I)

Alias Names Used (maiden name, etc.) _____

Address/City/State: _____

Telephone: _____

Date of Birth: _____ Height: _____ Weight: _____

Social Security Number: _____

Drivers License Number _____ State _____

CITY OF PLANO
CITY CLERK'S OFFICE
17 E. Main St. ~ Plano, IL 60545

City Clerk's Office 630-552-8275

TRANSIENT BUSINESS
LICENSE APPLICATION

(Please return completed Application and Fee to City of Plano Clerk's Office)

ALL FIELDS MUST BE FILLED OUT (IF IT DOES NOT APPLY-ENTER N/A)

Business requesting Solicitors permit: _____

Applicant Name: _____ Date: _____

Date of Birth: _____ SSN: _____ Daytime or cell number: _____

Current Address: _____

City: _____ State: _____ Zip: _____

Length of time at current address: _____

Height: _____ Weight: _____ Eye Color: _____ Hair Color: _____

Male: _____ Female: _____ Driver's License Number: _____ State Issued: _____

Previous Residence Information (if current residence less than three (3) years)

Previous Address: _____

City: _____ State: _____ Zip: _____

Name of Current Employer (this section must be completed)

Name of Employer: _____

Address: _____

City: _____ State: _____ Zip: _____

Length of Employment: _____

Previous Employer (if at current employer less than three (3) years)

Name of Employer: _____

Address: _____

City: _____ State: _____ Zip: _____

Additional (this section must be completed)

Date of Any Previous Applications for this type of permit (list City and State): _____

Date sales are to be commenced _____

List proposed location(s) where sales are to be conducted _____

List the type of goods, foodstuffs, wares, merchandise or services that the applicant intends to offer for sale at the above location _____

If a motor vehicle is utilized for the sale of foodstuffs, list the following:

A) Make of vehicle _____

B) Body Style _____

C) License Plate # _____

D) Licensing State _____

E) Driver(s) Name and Driver's License # _____

Food Vendors must attach a copy of a Kendall County Health Permit

Food Vendors must attach evidence of insurance (with the City of Plano named as additionally insured) that applicant is insured in an amount of not less than one hundred thousand (\$100,000.00) for property damage and injuries, including injury resulting in death, caused by the operation of the business.

Has previous license ever been revoked: Yes / No

Any prior conviction/violation of this Ordinance or other in another Illinois Municipality: Yes / No

Are you a registered sex offender? Yes / No

Any felony convictions of Illinois or federal law of the U.S.? Yes / No

List any additional information (*if necessary*)

The undersigned does hereby state under penalties of perjury that all statements in the foregoing application are true and correct.

Signature of applicant

Date: _____

Print Name

Fees

All Fees payable at the City of Plano Clerk's Office located at 17 E. Main St., Plano, IL.

LICENSE APPLICATION FEE

Annual Fees: \$100 _____

LICENSE PERMIT FEE

Annual (per salesperson, event, vendor or location)

Fees: \$100 _____

FINGERPRINT FEE – below to be completed by office personnel

Live scan fee \$35.00 _____

Non-resident home or business \$40.00 _____

Clerk initials: _____ Total Fees Paid: \$ _____

Total # of Permits to be issued/covered: _____

CONSENT TO CONDUCT BACKGROUND CHECK

AND CONSENT FOR YOUR BUSINESS NAME

AND INDIVIDUAL'S NAMES THAT HAVE BEEN APPROVED

FOR A SOLICITOR'S PERMIT

BE PLACED ON THE CITY WEBSITE

TO WHOM IT MAY CONCERN

I authorize and empower the City of Plano Clerk's Office to obtain, prepare, use and furnish information concerning my general reputation, personal characteristics and mode of living through correspondence or personal interviews with neighbors, friends of associates or others with whom I am acquainted or who may have knowledge concerning any of above items.

Upon written request, I understand that said Clerk's Office would provide me with information regarding the scope of the investigation if one was/is made.

Signature: _____

Address: _____

Date: _____

TRANSIENT BUSINESS PERMIT APPLICATION FOR:

List name of business on application above

STATE OF ILLINOIS)

) ss

KENDALL COUNTY)

Under penalties as provided by law pursuant to Section 5/1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

The applicant has reviewed the City of Plano Code of Ordinances and the State of Illinois Compiled Statutes and is not disqualified by reason of any matter or thing contained in either document.

_____ being first duly sworn deposes and says that _____

has read the above foregoing Application, caused the answers to be provided thereto, and all of the information given by _____ on said Application is true and correct.

Signature of Applicant

Print Name

Subscribed and sworn to before me, this _____ day of _____, A.D. 20 _____

Notary Public

NOTE: **In the event Applicant is a partnership,** the Application should be signed and sworn to in the same manner by all partners.

In the event Applicant is a corporation, the Application should be signed and sworn to by the officers and the local manager.

3-3-11: VIOLATIONS; PENALTY:

- A. Penalty: ~~any person who is convicted of violating any provision of this chapter is guilty of a misdemeanor and shall be fined as provided in the General Penalty, Section 1-4-1 of this code.~~ Any person found liable/guilty by preponderance of the evidence of a violation of this chapter in an administrative/judicial hearing shall be subject to a Class IV fine, plus applicable hearing costs. Class IV fine amount is not less than \$250.00 to a maximum fine not to exceed \$750.00, plus applicable hearing costs. The City Mayor/Clerk may revoke the license of any applicant under this chapter for any violation of this chapter.

- B. Settlement of Violations: Any person accused of a violation of this chapter may settle and compromise this claim of violation against him by paying the fine amount setforth in sub-paragraph A to the City, within ten (10) days of the time such alleged violation or offense was committed. ~~, the sum of one hundred (\$100.00) dollars for each such violation or offense. Consecutive violations of this chapter shall be treated as separate offenses. Payment of such claims or elaims shall be made at the office of the City Clerk. The funds received from such compromised claims shall be promptly turned over to the City Treasurer to be credited to the general corporate fund. In the event such claim or claims are not paid within ten (10) days of the time of the alleged offense, a notice to appear or warrant may be issued for the arrest of the offender."~~

~~SECTION 2. That Chapter 4 of Title 3 of the Plano City Code is repealed.~~

SECTION 2. This ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED by the City Council of the City of Plano, Kendall County, Illinois, on the _____ day of _____, 2016.

SIGNED AND APPROVED by me, as Mayor of the City of Plano, on the _____ day of _____, 2016.

Mayor

ATTEST: _____
City Clerk

PUBLISHED in the Plano Record on the _____ day of _____, 2016.



"WE ADDRESS THE CAUSES, NOT THE SYMPTOMS"

September 14, 2016

Mr. John P. McGinnis, P.E.
City of Plano
17 E. Main Street
Plano, IL 60545

Re: Manhole Sealing

Dear Mr. McGinnis,

Lincoln Company, LLC, proposes to perform leak sealing within the seven specified manhole structures as follows.

Active and/or visually obvious sources of water infiltration, including barrel sections, pipe penetrations and inverts will be sealed from within the structures. The leaks will be sealed against future inflow and infiltration using Spetec's H-100 expanding polyurethane foam. All work will be performed in strict accordance with the manufacturer's recommendations.

OSHA confined space protocols for manhole entry will be strictly followed throughout the project's duration. Traffic control barricades, cones, and flagging equipment will be provided by Lincoln Company. It is our understanding that the City of Plano will provide an additional crew member as necessary or requested by Lincoln Company to assist with traffic control at no cost to Lincoln Company.

Repair locations within each structure will be documented.

We recommend a budgetary amount of \$4,200.00 per day, including materials and labor, to perform the proposed sealing work. We anticipate a project duration of 3.5 days to seal the seven specified manholes.

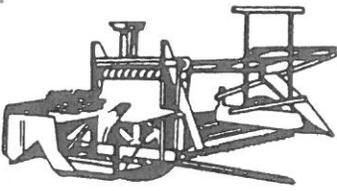
If you wish to proceed with this project, a formal proposal will be provided for your signature.

Please feel free to contact us with any questions or concerns.

Thank you for your consideration.

Sincerely,

Thomas L. Jessup, P.E.
Director of Engineering



Birthplace of the Harvester

CITY OF PLANO

17 E. Main Street
Plano, Illinois 60545

Mayor 630-552-3210



City Clerk (630) 552-8275
City Treasurer (630) 552-8823

Fax 630-552-8292

Public Works (630) 552-7000
Building & Zoning (630) 552-8425

October 6, 2016

To: Elected Officials and Department Heads

From: Alderman Jones

Attached you will find the revisions as suggested by the Personnel and Insurance Committee meeting, held on September 29, 2016, to section 305 of the Personnel Policy. The revisions are notated in blue ink. We will be discussing section 305 at the Committee of the Whole meeting on October 10, 2016.

Thank you.

305 Paid Absence/Sick Leave Benefits

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and will be paid to the employee at his/her current rate of pay.

City of Plano provides paid absence/sick leave benefits to all eligible employees for periods of temporary absence.

*Regular full-time employees

*Regular part-time employees (who are regularly scheduled for a minimum of a 20 hour work week will receive prorated benefits)

Eligible non-union employees will accrue paid absence/sick leave benefits at the rate of 2.76 hours bi-weekly, for each month of service following the first full two week period of employment. Paid absence/ sick leave benefits are calculated on the basis of a "fiscal year" which begins on May 1.

DEPARTMENT HEADS shall accrue paid absence/sick leave at a rate of one (1) full day per month (3.69 hours bi-weekly).

Employees can request use of paid sick leave after completing a waiting period of 90 calendar days from the date they become eligible to accrue paid absence/sick leave benefits.

Employees who are unable to report to work due to personal reasons, illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may be required verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well, and may be required as a condition to receiving sick leave benefits. Before returning to work from a sick leave absence of 3 calendar days or more, a physician's verification that he or she may safely return to work may be required.

Paid absence/sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Employees may elect to leave accumulated unused paid absence/sick leave in a "paid absence/sick leave bank" upon which to draw on in the event of an extended illness or accident. The "paid absence/sick leave bank" **may not** exceed a maximum of two hundred and forty (240) hours (thirty (30) days). Regular part-time employees, as defined above, may not exceed a maximum bank of one hundred twenty (120) hours. If an Employee reaches this maximum bank of two hundred and forty (240) hours, any hours not used during the prior fiscal year will be paid out the first (1st) payroll period in the month of June of that year, at the rate of pay in existence.

UPON termination/retirement, employees leaving in good standing shall be compensated for "unused/unpaid" paid absence/sick leave up to a maximum of two hundred and forty (240) hours (thirty (30) days). IMRF employees can elect to have "unused/unpaid" sick days, up to a maximum of two hundred and forty (240) hours (thirty (30) days), reported to IMRF. City of Plano will report the unpaid sick days to IMRF upon termination of employment. These days will be applied in accordance with Article 7 of the Illinois Pension Code per IMRF policy.

City of Plano Unused Accrued Sick Leave Pay Waiver

The City of Plano is placing into effect a new Paid Absence/Sick Leave benefit, effective _____.
Employees who have in excess of two hundred and forty (240) hours (thirty (30) days) in their Paid Absence/Sick Leave Bank shall take the Benefit of their Paid Absence/Sick Leave based on one (1) of the following two (2) alternatives:

1. I, _____, agree to use the Unused Accrued Paid Absence/Sick Leave hours, in excess of two hundred and forty (240) hours (thirty (30) days), by **placing those excess hours in an IMRF Bank**. These hours will only be used for IMRF service credit as permitted by IMRF rules. Because of this decision, I waive the opportunity for the City of Plano to pay me for those hours. I understand this is a one-time opportunity to place excess hours above two hundred and forty (240) hours (thirty (30) days) in the IMRF Bank.

2. I, _____, do NOT elect to place my Unused Accrued Paid Absence/Sick Leave hours, in excess of two hundred and forty (240) hours (thirty (30) days), into the IMRF Bank. I fully understand that I **MUST USE the excess hours**, in excess of two hundred and forty (240) hours (thirty (30) days), by no later than April 30, 2018.

By: _____
Employee

Date: _____

By: _____
Employee's Spouse or Significant Other

Date: _____

**ADDENDUM TO THE DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR CHURCHILL FARMS PLANNED UNIT
DEVELOPMENT**

This Addendum is made to the Declaration of Covenants, Conditions, Easements and Restrictions for Churchill Farms Planned Unit Development, (“Covenants”) dated July 3, 2003 and recorded as document number 200300022709 and re-recorded on October 2, 2003 as document 200300035690, in the office of the Recorder of Deeds, Kendall County, Illinois by the Old Second National Bank N.A., a national banking association, (“Covenantor”) under an Assignment of Rights by Churchill Farms, LLC an Illinois Limited Liability Company, dated August 17, 2012 and recorded on October 3, 2012, as document number 201200019113, in the office of the Recorder of Deeds, Kendall County, Illinois.

If there is any inconsistency between the provisions of this Addendum and the provisions in the Covenants, the provisions of this Addendum shall in all cases prevail and all conflicting provisions in the Covenants shall be deemed deleted. All terms which are defined in the Covenants and used in this Addendum shall have the same definition as set forth in the Covenants.

1. Covenantor owns certain vacant lots in the Churchill Farms Subdivision, in Plano, Illinois, (“City”) said lots being described in Exhibit A, attached hereto and made a part hereof.
2. That Covenantor hereby places all subsequent purchasers of said lots on notice of certain obligations required by the City as to the installation of public sidewalk and street trees on each lot.
3. Any subsequent purchaser of any lot described in Exhibit A will be required to install, at ~~owners~~ said purchaser's sole cost and expense and without any reimbursement from the Covenantor and or the Churchill Farms Planned Unit Development Association, a public

sidewalk and street trees on any said lot in accordance with the ordinances and policies of the City.

| Dated: October ____, 2016~~2~~

| Covenantor: OLD SECOND NATIONAL BANK N.A., a national banking association

By: _____

Its: _____

Prepared By and Return to:

John F. Philipchuck
Dommermuth, Cobine, West, Gensler,
Philipchuck, Corrigan and Bernhard, Ltd.
| ~~123 Water Street~~ 111 East Jefferson Avenue
Naperville, Illinois 60540
630-355-5800