

AGENDA
Board of Trustees Special Meeting – Harassment Training
Village of Kirkland
Kirkland, Illinois 60146
Monday, December 17, 2018 at 5:30 P.M.

- I. Call to Order
- II. Roll Call
- III. Harassment Training *(Provided by Attorney Brad Stewart)*
- IV. Adjournment

AGENDA
Board of Trustees Regular Meeting
Village of Kirkland
Kirkland, Illinois 60146
Monday, December 17, 2018 at 7:00 P.M.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Comments from Audience
- V. Approval of Minutes
- VI. Approval of Warrant
- VII. Financial Report
- VIII. Reports
 - 1. Police Report
 - 2. Public Works
 - 3. Kirkland Community Center
 - 4. Planning & Zoning Commission
 - 5. Economic Development
 - 6. Committee Reports
 - a. Police Committee
 - b. Ordinance Committee
 - c. Finance Committee
 - d. Water & Sewer Committee
 - e. Streets & Alley Committee
 - f. Parks Committee
- IX. Scheduled Speakers
- X. Unfinished Business

XI. New Business

1. WIPFLI presentation of 2017-2018 Annual Financial Report for Village of Kirkland / Approval of 2017-2018 Annual Financial Report for Village of Kirkland
2. Approval of Lease Agreement between Village of Kirkland and Mediacom Illinois LLC for Building Lease on Village's North Street property
3. Approval of Mediacom to replace aged Cable Lines across Pearl Street Bridge
4. Discussion and Approval of Employee/Personnel Handbook for Village of Kirkland
5. Discussion of Waste Management Amendment and request for Price Increase
6. Discussion of Metro West 2019 Legislative Breakfast at Waubensee Community College
7. 2019 TIF Request from Dallas Lawson for Red Brick Inn
8. Approval of TIF Reimbursement for 526 W. Main Street
9. Opening and Approval of Award of Sealed Bids for Kirkland Public Works Truck
10. Approval of Public Works Activities & Expenditures for December 2018

XII. Executive Session

1. Litigation [pursuant to 5 ILCS 120/2(c)(11)]
2. Review of past closed session meeting minutes for approval and release [pursuant to 5 ILCS 120/2(c)(21)]

XIII. Actions from Executive Session

1. Motion to approve the destruction of audio recordings of past closed sessions which occurred more than 6 months ago [pursuant to 5 ILCS 120/2.06(c)]

XIV. Adjournment

Village of Kirkland
Kirkland, Illinois 60146
Regular Board Meeting
November 5, 2018

OFFICIAL MINUTES

- I. **Call to Order.** Village President Block called the meeting to order at 7:00 P.M. and asked for a roll call.
- II. **Roll call.** Members answering present as follows: Trustee Ziegler, Trustee Ford, Trustee DeVliieger, Trustee Harvel and Trustee Wiegartz. Trustee Micele is absent.
- III. **Pledge of Allegiance** - President Block asked Trustee Ziegler to lead us in the Pledge of Allegiance.
- IV. **Comments from the Audience** - None
- V. **Approval of Minutes** - President Block asked for a motion to approve the Regular Board Meeting Minutes from October 1, 2018. Trustee Wiegartz made a motion to approve the Regular Board Meeting Minutes from October 1, 2018 with a 2nd by Trustee DeVliieger. On a roll call vote Trustees Ford, DeVliieger, Wiegartz and Ziegler voted yes. Trustee Harvel abstained and Trustees Micele is absent. Motion carried.
- VI. **Approval of Warrant** - President Block asked for a motion to approve the Warrant in the amount of \$114,535.59. Trustee Wiegartz made a motion to approve the Warrant in the amount of \$114,535.59 with a 2nd by Trustee Ziegler. On a roll call vote Trustees Harvel, DeVliieger, Wiegartz, Ziegler and Ford voted yes. Trustee Micele is absent. Motion carried.
- VII. **Financial Report** - WIPFLI Auditing Firm was scheduled to be here to present the 2017/2018 Financial Audit but had to cancel at last minute. They will be in attendance to present the report at the December meeting.
- VIII. **Reports** -
 - A. **Police Report** - Chief Davenport reported that the Department had 74 reportable calls for the month of October. Chief Davenport would like to commend our youth as there was no criminal activity reported on Halloween. He did not see any pumpkins smashed on the streets either. Thanks again to our youth!
 - B. **Public Works** - The Public Works Department has been busy this month. They picked up the lift so they are going to get back on the street lights to get them done. The guys are working on getting the plow trucks and salt spreader ready for our first snow fall. We have started back on cutting trees down. We also have a problem with the beavers plugging up the creek and flooding the back yards of the homes on First Street. We went in and dug out 9 truckloads of brush and logs that were from the beaver dams on Pearl St. We also have dug them out at Bull Run and at Kirkwood. Also, the electrical rewiring project at Public Works is almost done.
 - C. **Kirkland Community Center** - Four committee members went to Belvidere and meet with the architect. They gave the architect their ideas of the community needs. Next month we hope to have a rendering of what the building will look like inside and out.
 - D. **Economic Development** - We will meet on November 19 for our next workshop out at the Fire Department.
 - E. **Committee Reports** -
 1. Police Committee - Nothing to report
 2. Ordinance Committee - Nothing to report

3. Finance Committee - Nothing to report
4. Water & Sewer Committee - Nothing to report
5. Streets & Alley Committee - Nothing to report
6. Park Committee - Absent

IX. Scheduled Speaker - None

X. Unfinished Business -

- A. Update on Mediacom Building Lease Ordinance Proposal – President Block sent back an update Lease Agreement about a month ago had has not heard anything from them.
- B. Discussion of Rules and Responsibilities of Outdoor Warning Siren Systems for the Village of Kirkland and Fairdale – Trustee DeVlieger and Chief Davenport had talked with other Villages and the County asking about who they had set off their Weather Warning Siren. Some have NOAA Weather Radio set them off, others have the 911 dispatch set theirs off and that is only when it is a Tornado Warning for this area. We will look into what way we want to go so then come Spring we can have that implemented.

XI. New Business -

- A. Approval of Ordinance 18-10, An Ordinance Levying and Assessing Taxes of the Village of Kirkland, DeKalb County, Illinois for the Fiscal Year starting May 1, 2018 and ending April 30, 2019 – President Block asked for a motion for the Approval of Ordinance 18-10, An Ordinance Levying and Assessing Taxes of the Village of Kirkland, DeKalb County, Illinois for the Fiscal Year starting May 1, 2018 and ending April 30, 2019. Trustee Ford made a motion to approve Ordinance 18-10, An Ordinance Levying and Assessing Taxes of the Village of Kirkland, DeKalb County, Illinois for the Fiscal Year starting May 1, 2018 and ending April 30, 2019 with a 2nd by Trustee Harvel. On a roll call vote Trustees Wiegartz, Ziegler, Ford and Harvel voted yes, Trustee DeVlieger voted no and Trustee Micele is absent. Motion carried.
- B. Update on Kirkland Sawmill/IDNR Permit Activities and Approval for Fehr-Graham to conduct Annual Floodplain Inspection for the Kirkland Sawmill – President Block asked for a motion to approve Fehr-Graham to conduct Annual Floodplain Inspection for the Kirkland Sawmill. President Block asked Attorney Brad Stewart to explain the legal side of this. Brad explained that after looking into this the concerns that Trustee Micele had brought a few months ago were valid. She thought there were some outstanding obligations that we had assumed, with prior issues with that property going back decades. The issue started after contacting the property owner about what we thought were current obstructions within the flood plain. That initiated a whole new process by which they had to seek the approval of the IDNR to make sure they are complying. They have met the requirements for IDNR, however the IDNR then came back to the Village and said it is the Village’s responsibility to monitor this. The Village will need to conduct an Annual Inspection on the floodplain within the Village limits regarding Bull Run Creek. President Block also stated that they must have post set back 50 feet from the river bank on both sides and nothing can be stored inside the post. He also informed the Board that the Village can set our own requirements of what can be stored with in the floodplain. Fehr-Graham was asked to give a quote as to the cost of doing Annual Inspections on the floodplain within the Village limits. President Block stated that we would then give a floodplain storage permit. This would come with a fee so that the Village would not have to incur the whole cost for the inspection. The quote would be \$2000.00 per Annual Inspection. Trustee DeVlieger made a motion to approve Fehr-Graham to conduct Annual Floodplain Inspection for the Kirkland Sawmill with a 2nd by Trustee Ziegler. On a roll call vote Trustees Wiegartz, Ziegler, Ford, Harvel and DeVlieger voted yes, Trustee Micele is absent. Motion carried.

- C. Approval for Fehr-Graham to complete the Grant Application for Illinois Safe Routes to School (SRTS) Program – President Block asked for a motion to approve Fehr-Graham to complete the Grant Application for Illinois Safe Routes to School (SRTS) Program in the amount of \$2500.00. Trustee DeVlieger made a motion to approve Fehr-Graham to complete the Grant Application for Illinois Safe Routes to School (SRTS) Program not to exceed \$2500.00 with a 2nd by Trustee Wiegartz. On a roll call vote Trustees Wiegartz, Ziegler, Ford, Harvel and DeVlieger voted yes, Trustee Micele is absent. Motion carried.
- D. Approval of Resolution 18-03, Resolution of Support of Project Application to the Illinois Department of Transportation for funding the 2018 Illinois Safe Routes to School (SRTS) Program – President Block asked for a motion for approval of Resolution 18-03, Resolution of Support of Project Application to the Illinois Department of Transportation for funding the 2018 Illinois Safe Routes to School (SRTS) Program. Trustee Ziegler made a to approve Resolution 18-03, Resolution of Support of Project Application to the Illinois Department of Transportation for funding the 2018 Illinois Safe Routes to School (SRTS) Program with a 2nd by Trustee DeVlieger. On a roll call vote Trustees Wiegartz, Ziegler, Ford, Harvel and DeVlieger voted yes, Trustee Micele is absent. Motion carried.
- E. Discussion of Solar Farms and Potential Amendments to Variances and Special Uses of the Zoning Ordinance – President Block turned this over to Attorney Brad Stewart to explain. Brad explained that last month we had been approached by someone wanting to put a solar farm on several acres within our Village limits. However, in our current Zoning Ordinance there is nothing for a Special Use Permit or a proper process that anyone can obtain for Solar Farm at the scale they are talking, meaning several acres. As well as the ordinance issues, there is very narrow scope for anyone obtaining a Variance for such a need. This ordinance will need to be amended and then go in front of the Planning and Zoning Board. They will then bring their recommendation to the Board. President Block will contact the Planning and Zoning Board to set up a time that the board can meet and go over their roles.
- F. Approval of payment to William Charles Construction Company for 2018 Kirkland Street Project – President Block asked for a motion to approve payment to William Charles Construction Company for 2018 Kirkland Street Project in the amount of \$204,737.74. Trustee Ziegler made a motion to approve payment to William Charles Construction Company for 2018 Kirkland Street Project in the amount of \$204,737.74 with a 2nd by Trustee Wiegartz. On a roll call vote Trustees Ziegler, Ford, Harvel and Wiegartz voted yes, Trustee DeVlieger voted no and Trustee Micele is absent. Motion carried.
- G. Approval of purchase of Public Works Trucks, including agreement on down payment amount and financing amount / terms – President Block asked for a motion to approve the purchase of Public Works Trucks, including agreement on down payment amount and financing amount / terms. President Block turned the floor over to Dale Miller. Dale explained the process that he has gone through to find trucks that are at the dealers and ready to go. He found a dump truck that was a demo and was ready to go, which will have a plow and salt spreader for \$66,447.00. The 2nd one he found a 2017 Chevy one-ton with a plow and service body for \$51,990.50. Working with Don Banks at Midland, he has offered the rate at 3.67% for 60-months. Trustee DeVlieger made a motion to approve the purchase of two Public Works Trucks, including agreement on down payment amount of \$40,000.00 and financing amount of \$78,437.50 for a 60-month term with interest not to exceed 3.67%. A 2nd was made by Trustee Ziegler. On a roll call vote Trustees Ford, Harvel, DeVlieger, Wiegartz and Ziegler voted yes. Trustee Micele is absent. Motion carried.
- H. Approval of Disbursement of 1994 Chevrolet Public Works Truck - President Block asked for a motion to approve the disbursement of the 1994 Chevrolet Public Works Truck by the sealed bid program. Trustee Ziegler made a motion to approve the disbursement of the 1994

Chevrolet Public Works Truck by the sealed bid program with a 2nd by Trustee Ford. On a roll call vote Trustees Harvel, DeVlieger, Wiegartz, Ziegler and Ford voted yes. Trustee Micele is absent. Motion carried.

- I. Approval of Road Salt Purchase from MFT Funds thru DeKalb County Purchasing Agreement – President Block asked for a motion to approve the purchase of Road Salt from MFT Funds thru DeKalb County Purchasing Agreement in the amount of \$3750.00. Trustee Ford made the motion to approve the purchase of Road Salt from MFT Funds thru DeKalb County Purchasing Agreement not to exceed \$3750.00 with a 2nd by Trustee Ziegler. On a roll call vote Trustees DeVlieger, Wiegartz, Ziegler, Ford and Harvel voted yes. Trustee Micele is absent. Motion carried.
- J. Approval of Public Works Activities & Expenditures for November 2018 – President Block asked for a motion for the Approval of Public Works Activities & Expenditures for November 2018 in the amount of \$6100.00. Trustee DeVlieger made a motion for the Approval of Public Works Activities & Expenditures for November 2018 not to exceed \$6100.00 with a 2nd by Trustee Ziegler. On a roll call vote Trustees Wiegartz, Ziegler, Ford, Harvel and DeVlieger voted yes, Trustee Micele is absent. Motion carried.
- K. Approval for Officer Saladino to attend Full-Time Officer Transition Course – President Block asked for a motion to approve Officer Saladino to attend Full-Time Transition Course. Trustee Ziegler made a motion to approve Officer Saladino to attend Full-Time Transition Course with a 2nd by Trustee Ford. On a roll call vote Trustees Wiegartz, Ziegler, Ford, Harvel and DeVlieger voted yes, Trustee Micele is absent. Motion carried.
- L. Approval for purchase of Too Good For Materials and Curriculum for 2018/2019 School Year – President Block asked for a motion to approve the purchase of Too Good For Materials and Curriculum for 2018/2019 School Year. Trustee Ford made a motion to approve the purchase of Too Good For Materials and Curriculum for 2018/2019 School Year with a 2nd by Trustee Wiegartz. On a roll call vote Trustees Ziegler, Ford, Harvel, Wiegartz and DeVlieger voted yes. Trustee Micele is absent. Motion carried.
- M. Discussion of Rural Development Community Facility Loans and Waste and Waste Disposal Loans and Grants – At RPC meeting, Trustee DeVlieger received two brochures from the USDA. The two documents were for Rural Development Community Facility Loans and Water and Waste Disposal Loans. These loans are for small towns that cannot get financing by other means. Trustee DeVlieger passed these on to the other board members.
- N. Update to Policy Prohibiting Sexual Harassment (Public Act 100-1033) – This is an act update in which the reporting changed from 100 days to 300 days.
- O. Approval for purchase and Installation of new carpet for Village Hall – No action at this time, will get a couple more quotes and bring this back to the board in the Spring.
- P. Approval for addition of Secured front entrance to Village Hall – No action at this time. Board would like to get more quotes and bring back in the future. We also need to talk to the B & F for the building requirements of Municipal or Commercial Buildings.
- Q. Discussion of 526 W. Main Street and TIF Reimbursement Request – President Block brought the Board up to date on the paperwork that was provided to the board for the payout for 526 W. Main TIF Reimbursement Request. President Block explained that this is a reimbursement program, therefore a canceled check showing this has been paid needs to be presented to the board before payout can be done. Along with the canceled check, there needs to be an itemized invoice showing what was billed in more detail.
- R. Approval to cancel Regular Board Meeting scheduled for Monday, December 3, 2018 and Monday, January 7, 2019 – President Block asked for a motion to approve the cancelation of the regular scheduled Board Meetings for Monday, December 3, 2018 and Monday, January 7, 2019 and hold the meetings on Monday, December 17, 2018 and Monday, January 21,

2019. Trustee Ziegler made a motion to approve the cancelation of the regular scheduled Board Meetings for Monday, December 3, 2018 and Monday, January 7, 2019 and hold the meetings on Monday, December 17, 2018 and Monday, January 21, 2019 with a 2nd by Trustee Wiegartz. On a roll call vote Trustees DeVlieger, Wiegartz, Ziegler, Ford and Harvel voted yes. Trustee Micele is absent. Motion Carried.

XII. Adjournment – At 8:39 P.M. President Block asked for a motion to adjourn the Board of Trustees Regular Meeting. Trustee Wiegartz made a motion to adjourn the Board of Trustees Regular Meeting with a 2nd by Trustee Ziegler. On a voice call vote meeting adjourned. Motion carried

Next Board of Trustees Regular Meeting will be December 17, 2018 at 7:00 P.M.

Carol Stiegman
Village Clerk

Ryan Block
Village President

VILLAGE OF KIRKLAND

Accounts Payable

Warrant

December 17, 2018

The President and Board of Trustees of the Village of Kirkland
Recommends the following Warrant in the amount of

Total: \$117,415.07

To be paid on or before
December 20, 2018

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

Village of Kirkland Custom Transaction Detail Report

Memo December 17, 2018

Dec 17, 18

Name	Memo	Account	Cir	Amount
AIRCELL INC.	Acc#1343	50-5157 · Internet Service		145.93
AIRCELL INC.	Inv#001577	50-5157 · Internet Service		75.47
AIRCELL INC.	Inv#001577	51-5157 · Internet Service		75.46
Alan Browne Chevrolet	INV#21775	13-5110 · Equipment Repair & Maintenance		110.00
Alphagraphics	INV#23608	11-5175 · Printing & Publishing		49.50
Alphagraphics	INV#23608	12-5175 · Printing & Publishing		49.50
Alphagraphics	INV#23608	13-5175 · Printing & Publishing		49.50
Alphagraphics	INV#23608	50-5175 · Printing/Publishing		49.50
Alphagraphics	INV#23608	51-5175 · Printing & Publishing		49.50
Azavar	INV#146229	11-5997 · Azavar Reimbursement		18.99
B & F Construction Code Services	INV#10737	11-5131 · Permit Inspections -		410.00
Blake Oil Company	INV#397928	13-5370 · Automotive Fuel		202.84
Blake Oil Company	INV#397928	51-5370 · Automotive Fuel		202.83
Blake Oil Company	INV#397928	50-5370 · Automotive Fuel		202.83
Bob Arwood	acct#0062	50-5998 · Miscellaneous Expense		157.50
Central Management Services	CHRIS DE MUNN	50-5052 · Health Insurance		561.00
Central Management Services	CHRIS DE MUNN	51-5052 · Health Insurance		561.00
Central Management Services	DALE MILLER	13-5052 · Health Insurance		660.00
Central Management Services	DALE MILLER	51-5052 · Health Insurance		660.00
Central Management Services	DALE MILLER	50-5052 · Health Insurance		660.00
Central Management Services	CAROL STIEGEMAN	11-5052 · Health Insurance		343.66
Central Management Services	CAROL STIEGEMAN	50-5052 · Health Insurance		343.67
Central Management Services	CAROL STIEGEMAN	51-5052 · Health Insurance		343.67
Central Management Services	SAMUEL SALADINO	12-5052 · Health Insurance		1,031.00
Central Management Services	JIM STARK	13-5052 · Health Insurance		1,031.00
Com-Ed	ACCT#2369034053	13-5150 · Electric - ComEd		159.79
Com-Ed	ACCT#0063063150	13-5150 · Electric - ComEd		653.17
Com-Ed	ACCT#1963671044	13-5150 · Electric - ComEd		49.16
Com-Ed	ACCT#66693083015	50-5150 · Electric - ComEd		916.04
Com-Ed	ACCT#2933030009	50-5150 · Electric - ComEd		460.77
Com-Ed	ACCT#2653080027	50-5150 · Electric - ComEd		69.20
Com-Ed	ACCT#0954171003	50-5150 · Electric - ComEd		22.73

Village of Kirkland Custom Transaction Detail Report

Memo December 17, 2018

Name	Memo	Account	Cir	Amount
Com-Ed	ACCT#3713163095	51-5150 · Electric- ComEd		2,103.19
David G. Eterno	INV#12248	12-5121 · Adjudication		230.42
DeKalb Lawn & Equipment	INV#60039	13-5117 · Forestry		1,268.28
FEHR GRAHM	2018 ROAD IMPROVEMENTS	13-5113 · Repairs & Maint - Streets		1,737.75
FEHR GRAHM	Inv#86209	13-5113 · Repairs & Maint - Streets		266.00
FEHR GRAHM	Inv#86210	11-5135 · Engineering Expense		1,810.50
FEHR GRAHM	BULL RUN CREEK - IEPA PROJECT PLAN	35-5655 · Bull Run Creek Project		300.00
FEHR GRAHM	BULL RUN CREEK PERMITTING INVESTIGATION	35-5655 · Bull Run Creek Project		194.00
Frontier	ACCT#815-522-9840-020818-5	11-5155 · Phone Service		49.12
Frontier	ACCT#815-522-839-122308-5	51-5155 · Phone Service		108.12
Frontier	ACT#815-522-9839-12230-5	51-5155 · Phone Service		108.14
Grainger	ORDER#WEB1344033294	50-5110 · Equipment Repair & Maintenance		25.50
Grainger	INV#9006948120	51-5332 · Materials & Supplies - Treatment		71.80
Grainger	INV#9003562510	50-5110 · Equipment Repair & Maintenance		25.00
Hawkins, Inc.	INV#4393948	50-5330 · Materials & Supplies		117.81
Hawkins, Inc.	INV#34393948	50-5110 · Equipment Repair & Maintenance		1,190.53
Illinois Public Safety Agency Network	INV#00041783	12-5195 · Alerts/PSAN/IIPS		2,532.00
IPO/DBA Cardinal Office Supply	INV#607577-0	12-5340 · Office Supplies		39.00
IPO/DBA Cardinal Office Supply	INV#607577-0	50-5340 · Office Supplies		39.00
IPO/DBA Cardinal Office Supply	INV#607577-0	51-5340 · Office Supplies		38.98
IPO/DBA Cardinal Office Supply	INV#607577-0	11-5340 · Office Supplies		84.98
J.M. Tools Inc.	INV#11161818311	50-5341 · Tools/Equip		58.50
J.M. Tools Inc.	INV#11161818310	50-5341 · Tools/Equip		100.50
KELSO-BURNETT CO	Inv#1338996 Lift Station Repairs	55-5667 · Sewer Improvements		27,725.00
KELSO-BURNETT CO	Inv#1338996 Lift Station Repairs	52-5667 · Water Improvement Projects		27,725.00
L.E.D. Rite	ORDER NUMBER 4425	30-5617 · LED Street Light Upgrade		1,300.00
MARATHON UNIVERSAL	ACCT#0496-00-321525-8	12-5370 · Automotive Fuel		653.96
MARATHON UNIVERSAL	ACCT#0496-00-321525-8	51-5370 · Automotive Fuel		182.97
MARATHON UNIVERSAL	ACCT#0496-00-321525-8	50-5370 · Automotive Fuel		182.96
MARATHON UNIVERSAL	ACCT#0496-00-321525-8	13-5370 · Automotive Fuel		64.47
Mediacom	Acct#8383912370014553	13-5157 · Internet Service		23.80
Mediacom	Acct#8383912370014553	51-5157 · Internet Service		23.82
Mediacom	Acct#8383912370014553	50-5157 · Internet Service		23.82

Village of Kirkland Custom Transaction Detail Report

Memo December 17, 2018

Name	Memo	Account	Clr	Amount
MENARDS- CHERRY VALLEY	INV#7908	51-5116 · Repair & Maintenance - Treatment		37.93
MENARDS- CHERRY VALLEY	inv#10726	50-5116 · Repairs & Maint - Treatment		40.94
MENARDS- CHERRY VALLEY	INV#10162	51-5113 · Repair & Maintenance		22.75
MENARDS-SYCAMORE	INV#96035	13-5113 · Repairs & Maint - Streets		125.70
MENARDS-SYCAMORE	INV#96035	50-5345 · Tools/Equip - Treatment		114.22
MENARDS-SYCAMORE	INV#95820	13-5113 · Repairs & Maint - Streets		325.55
Napa of Genoa	INV#340243	51-5341 · Tool / Equipments		254.79
Napa of Genoa	INV#338897	12-5110 · Equipment Repair & Maintenance		1.47
NEOFUNDS	ACCT#7900 0440 8051 1896	50-5165 · Postage		49.26
NEOFUNDS	ACCT#7900 0440 8051 1896	51-5165 · Postage		49.25
NEOFUNDS	ACCT#7900 0440 8051 1896	50-5165 · Postage		129.69
NEOFUNDS	ACCT#7900 0440 8051 1896	51-5165 · Postage		129.69
NEOFUNDS	ACCT#7900 0440 8051 1896	11-5165 · Postage		129.68
Neopost USA Inc	INV#56220551	11-5341 · Tools/ Equipments		89.86
NEWKIRK & ASSOCIATES, INC	INV#7212	11-5123 · Treasurer/Accounting Expense		750.00
NICOR	ACCT#72-28-61-6059 2	50-5153 · Heat Cost		100.83
NICOR	ACCT#67-56-60-2916 0	51-5153 · Heating Cost		139.35
NICOR	ACCT#74-68-58-1000 9	50-5153 · Heat Cost		62.05
NICOR	acct#7468581000 9	50-5153 · Heat Cost		167.36
NICOR	Acct#7228616059 2	50-5153 · Heat Cost		98.28
PDC Laboratories	INV#19346674	50-5180 · Testing		15.00
PDC Laboratories	INV#19346012	50-5180 · Testing		62.50
PDC Laboratories	INV#19347150	51-5180 · Testing		117.00
PDC Laboratories	INV#19346445	51-5180 · Testing		142.00
Principal Life Group	CAROL	11-5050 · Life Insurance		7.41
Principal Life Group	ADAM	12-5050 · Life Insurance		22.25
Principal Life Group	SAM	12-5050 · Life Insurance		22.25
Principal Life Group	DALE	13-5050 · Life Insurance		7.41
Principal Life Group	JIM	13-5050 · Life Insurance		22.25
Principal Life Group	CHRIS	50-5050 · Life Insurance		11.13
Principal Life Group	CAROL	50-5050 · Life Insurance		7.42
Principal Life Group	DALE	50-5050 · Life Insurance		7.42
Principal Life Group	CAROL	51-5050 · Life Insurance		7.42

Village of Kirkland Custom Transaction Detail Report

Memo December 17, 2018

Name	Memo	Account	Cir	Amount
Principal Life Group	DALE	51-5050 · Life Insurance		7.42
Principal Life Group	CHRIS	51-5050 · Life Insurance		11.12
Slingerland & Clark, P.C.	INV#156767	12-5121 · Adjudication		258.25
Temple Display	INV#19188	30-5617 · LED Street Light Upgrade		143.25
Uniform Den	INV#59524	12-5380 · Uniforms - F/T & PT		53.95
Uniform Den	Inv#59519	12-5380 · Uniforms - F/T & PT		53.95
Uniform Den	INV#59793	12-5380 · Uniforms - F/T & PT		109.45
United Rentals	INV#162910326-001	30-5617 · LED Street Light Upgrade		828.39
USA Blue Book	INV#724666	50-5333 · Lab Supplies		185.04
USA Blue Book	INV#724666	50-5332 · Materials & Supplies/Treatment		96.09
Verizon - 00001	815-757-3063	12-5155 · Phone Service		36.01
Verizon - 00001	815-757-3075	12-5155 · Phone Service		36.05
Verizon - 00001	815-757-3084	12-5155 · Phone Service		36.01
Verizon - 00002	815-522-3159 VILLAGE CLERK	11-5155 · Phone Service		32.20
Verizon - 00002	815-522-3501 POSTAGE MACHINE	11-5155 · Phone Service		26.71
Verizon - 00002	815-826-1311 VILLAGE PRESIDENTS OFFICE	11-5155 · Phone Service		32.20
Verizon - 00002	815-522-5542 CHIEF OF POLICE	12-5155 · Phone Service		30.70
Verizon - 00002	815-522-3315 POLICE DEPARTMENT	12-5155 · Phone Service		32.20
Verizon - 00002	815-522-9989 KIRKLAND POLICE FAX MACHINE	12-5155 · Phone Service		25.32
Verizon - 00002	815-570-1451 KIRKLAND POLICE CLERKS DESK	12-5155 · Phone Service		32.20
Verizon - 00002	815-522-6170 PUBLIC WORKS	13-5155 · Phone Service		10.23
Verizon - 00002	815-522-6170 PUBLIC WORKS	50-5155 · Phone Service		10.24
Verizon - 00002	815-522-6170 PUBLIC WORKS	51-5155 · Phone Service		10.23
Verizon - 00003	ADAM DAVENPORT	12-5155 · Phone Service		55.62
Verizon - 00003	CHRIS DEMUNN	50-5155 · Phone Service		59.15
Verizon - 00003	SAM SALADINO	12-5155 · Phone Service		55.62
Village of Kirkland-Petty Cash	POSTAGE	12-5165 · Postage		6.70
Village of Kirkland-Petty Cash	KEYS PD	12-5341 · Tools/Equipment		9.53
Village of Kirkland-Petty Cash	9V BATTERY PD & ZIP DRIVE	12-5340 · Office Supplies		30.96
Village of Kirkland-Petty Cash	CORD FOR JETPACK & CASH FOR CAR WASH	12-5110 · Equipment Repair & Maintenance		25.13
Village of Kirkland-Petty Cash	DOLLAR GEN CLEANING SUPPLYS	11-5118 · Building Maintenance & Cleaning		24.38
Village of Kirkland-Petty Cash	POSTAGE	50-5165 · Postage		6.25
Village of Kirkland-Petty Cash	POSTAGE	51-5165 · Postage		6.25

Village of Kirkland Custom Transaction Detail Report

Memo December 17, 2018

Name	Memo	Account	Cir	Amount
Visa Cardmember Services	SQ *PULSAR DISTRIBUTIO gosq.com	12-5341 · Tools/Equipment		42.95
Visa Cardmember Services	PAYPAL *IDSUPERSHOP 402-935-7	12-5340 · Office Supplies		345.00
Visa Cardmember Services	FARM & FLT OF SYCAMORE SYCAMORE	13-5113 · Repairs & Maint - Streets		247.04
Visa Cardmember Services	MARATHON PETRO224907 KIRKLAND	50-5370 · Automotive Fuel		23.32
Visa Cardmember Services	MCDONALD'S M6803 WHEATON	13-5147 · Training		21.24
Visa Cardmember Services	MCDONALD'S M6803 WHEATON	13-5147 · Training		16.39
Visa Cardmember Services	Amazon Prime Amzn.com/	50-5341 · Tools/Equip		12.99
Visa Cardmember Services	OFFICEMAX/DEPOT 6869 800-463-3	11-5341 · Tools/ Equipments		41.75
Visa Cardmember Services	TRIBUTE STORE 866-834-4	11-5998 · Misc Expense		100.90
Visa Cardmember Services	DEEGAN'S GARAGE INC SYCAMORE	51-5110 · Equipment Repair & Maintenance		33.45
Visa Cardmember Services	DEEGAN'S GARAGE INC SYCAMORE	13-5110 · Equipment Repair & Maintenance		33.45
Visa Cardmember Services	C.S.R. BOBCAT INC DEKALB	13-5110 · Equipment Repair & Maintenance		18.34
Visa Cardmember Services	MARATHON PETRO224907 KIRKLAND	50-5370 · Automotive Fuel		51.08
Visa Cardmember Services	FARM & FLT OF SYCAMORE SYCAMORE	51-5380 · Uniforms F/T & P/T		29.50
Visa Cardmember Services	FARM & FLT OF SYCAMORE SYCAMORE	50-5380 · Uniforms F/T & P/T		29.50
Visa Cardmember Services	WAL-MART #3597 BELVIDERE	11-5998 · Misc Expense		74.35
Visa Cardmember Services	Amazon.com*M05OE7C92 Amzn.com/	50-5332 · Materials & Supplies/Treatment		160.38
Visa Cardmember Services	CPI*COLEPARMERINSTRUMT 800-323-4	50-5330 · Materials & Supplies		440.36
Visa Cardmember Services	FARM & FLT OF SYCAMORE SYCAMORE	13-5380 · Uniforms		49.99
Visa Cardmember Services	FARM & FLT OF SYCAMORE SYCAMORE	50-5341 · Tools/Equip		175.62
Visa Cardmember Services	AMZN Mktp US*M80PF4YT0 Amzn.com/	13-5998 · Misc Expens		13.99
Visa Cardmember Services	Amazon.com*M09VM4OL1 Amzn.com/	50-5341 · Tools/Equip		57.99
Visa Cardmember Services	OFFICEMAX/DEPOT 6869 800-463-3	11-5341 · Tools/ Equipments		19.34
Visa Cardmember Services	USPS PO 1641820146 KIRKLAND	11-5165 · Postage		27.50
Visa Cardmember Services	WAL-MART #0786 DEKALB	11-5998 · Misc Expense		48.66
Visa Cardmember Services	MENARDS BOLINGBROOK IL BOLINGBRO	12-5110 · Equipment Repair & Maintenance		120.90
Visa Cardmember Services	WM SUPERCENTER #786 DEKALB	11-5998 · Misc Expense		88.25
Visa Cardmember Services	MICHAELS STORES 1604 DEKALB	11-5998 · Misc Expense		50.76
Visa Cardmember Services	OFFICEMAX/DEPOT 6869 800-463-3	11-5341 · Tools/ Equipments		21.48
Visa Cardmember Services	PALMETTO STATE ARMORY 803-724-6	51-5116 · Repair & Maintenance -Treatment		218.94
Visa Cardmember Services	LAW ENFORCEMENT SYSTEM 903-872-2	12-5340 · Office Supplies		50.91
Visa Cardmember Services	THE HOME DEPOT 1928 ROCKFORD	13-5339 · Street Decorations		385.45
Visa Cardmember Services	AMERICAN FLAGS EXP 262-783-4	13-5113 · Repairs & Maint - Streets		159.60

Village of Kirkland Custom Transaction Detail Report

Name	Memo	December 17, 2018	Account	Clr	Amount
Visa Cardmember Services	OHIO POWER TOOL - ONLI 614-48121		13-5341 · Tool/Equipment		145.86
Visa Cardmember Services	AMZN Mktp US*M81UP62V0 Amzn.com/		13-5998 · Misc Expens		45.98
Visa Cardmember Services	MCDONALD'S M6803 WHEATON		13-5147 · Training		26.19
Visa Cardmember Services	CPO COMMERCE LLC 626-585-3		50-5113 · Repairs/Maint		398.08
Visa Cardmember Services	MCDONALD'S M6803 WHEATON		13-5147 · Training		22.22
Visa Cardmember Services	AMZN Mktp US*M89M868F0 Amzn.com/		13-5998 · Misc Expens		12.74
Visa Cardmember Services	AMZN Mktp US*M88L02BF1 Amzn.com/		13-5998 · Misc Expens		32.61
Visa Cardmember Services	DOLLAR GENERAL #16193 KIRKLAND		51-5118 · Building Maintenance & Cleaning		90.50
Visa Cardmember Services	Too Good For		12-5334 · Too Good 4 Supplies		789.47
Waste Management	Inv#3575684-2011-5		53-5390 · Waste Management		15,288.02
Weldstar Company	INV#01701702		13-5950 · Equipment Lease		8.37
WIPFLI, LLP	INV#1328975		11-5125 · Audit Expense		4,000.00
Zukowski, Rogers, Flood & McArdle	MISCELLENAOUS MATTERS		11-5120 · Legal Expense		2,553.72
Zukowski, Rogers, Flood & McArdle	INV#134453		11-5120 · Legal Expense		1,356.65
Zukowski, Rogers, Flood & McArdle	INV#134470 BLAKE LEASING v. IPCB KIRKLAND		11-5120 · Legal Expense		416.25
Zukowski, Rogers, Flood & McArdle	INV#135021		11-5120 · Legal Expense		2,590.00
					117,415.07

11-Admin	15,248.80
12-Police	6,818.73
13-Streets	8,006.36
30-	2,271.64
35-	494.00
50-Water	8,000.45
51-Sewer	5,837.07
52-	27,725.00
53-	15,288.02
55-	27,725.00
	117,415.07

Public Works Notes December of 2018

1. Both New Trucks have been received and have been being used.
2. The flat roof on the center of the WWTP is still leaking. Pinkston Tad have come back and repaired the roof each time leaking worse than before the repair. Pinkston Tad states that the membrane roof was installed improperly 7-8 years ago and as such will continue to fail. Pinkston Tad states that a complete tear off is necessary and I have asked them to provide an estimate for the work. This is a project that needs to be completed and resolved regardless weather it is paid for from TIF Funds or Village Funds. We have tried for two years now to repair the leaking and are losing. We cannot afford to allow the water to deteriorate the masonry block walls underneath the roof. At this point more plywood replacement will be required for a complete repair. The Pinkston Tad Repairman stated that these type of flat membrane roofs usually last from 10-20 years without leaking issues. At this point I am tempted to price roof trusses and build a pitched truss roof attached to the parapet wall and sheet it with a metal roof to avoid the future flat roof leaking issues so as not to saddle the Public Works Crew and Village Board of the future with the same headaches we are experiencing currently.
3. The LED lighting has been installed on the perimeter of the WWTP building except the two damaged fixtures which the supplier has replaced.
4. Work Continues on the wiring by Public Works at Well 3 for the gas to liquid chlorine conversion.
5. Light Poles were finished both the LED conversion as well as cords added for Christmas in Kirkland Celebration.
6. Assisted in props and setting up Christmas in Kirkland.
7. Cleared more brush on Pearl Street. Will continue to assure IDOT Compliance for MUTCD visibility compliance do to brush and improper sign hietghs.
8. Met with Dekalb County Bridge Representative to file IDOT compliance paperwork.
9. Cleaned up down branches from the Snow Event.
10. Inspected collapsed sewer manhole at 3rd and Hortense. Will need a complete manhole replacement. Since it is a main line it will require bypass pumping during construction. Joe Caveny and I are hoping it will hold until it can be replaced on the 2019-2020 budget year, probably in May 2019. Public Works placed a barricade over the manhole to keep traffic off of it and we currently inspect it periodically to insure that no bricks have fallen and blocked the flow.
11. TIF Ideas to be considered as we approach our budget discussions for 2018-2019.
 - a. Sidewalk on the east side of 2nd street approximately 80'
 - b. Approximately 4' of concrete curb at the northeast side and corner of Rt. 72 and 1st Street.
 - c. 2 pieces of broken and sunken curb on Main Street totaling approximately 20-0".
 - d. Paving of South Street from the corner of 3rd and South Street to The corner of South Street and 2nd.
 - e. Paving of N.3rd and N.3rd. North of 72.
 - f. Reline and Restripe Rt.72 Parking areas and Downtown parking again.
 - g. Finish Rail Road Alley from behind KQS to 4th. Street
 - h. Replacement of Fire Hydrants within the TIF District

- i. Paving of the WWTP as per talked about last year.
 - j. Building a Soft Top Salt Building allowing implement storage in the smaller existing salt building.
 - k. Installation and completion of the concrete and retaining walls around the Wet Well and Chlorine Contact Tank at the WWTP.
 - l. Installation of culverts and blacktop drives up the embankments to the Wet Well and De-Chlorination Building at the WWTP for repair trucks and chemical delivery truck access.
- These are just a few Public Works Projects . Estimates soon to follow.
12. Public Works along with the input and blessing of Village Hall has instituted a mailbox damage program. This is for fair and equal treatment of all of our residents should their mailbox be damaged by snowplowing, construction, or ditch mowing operations. Our Operators try hard to exercise caution around mailboxes and try hard to provide quality service. Our operators do not notify people of a hit or broken mailbox as many times they do not realize they have hit it or the snow coming off of the blade has struck the post or box. The other point is that the mailboxes are on Village of Kirkland Right of Way and of the entire town there is probably only a handful of mailboxes that meet USPS standards and installation regulations. Many of these mailboxes are settled and leaning beyond the curb, have heavy steel or masonry posts. USPS allows only 4"x4" wooden posts or steel or aluminum pipe of 2" diameter maximum. The face of the closed mailbox must be 6" back from the back of the concrete curb or improved surface(edge of the gravel shoulder where the gravel meets the lawn area). Masonry , Heavy Fabricated, or Implements as mailboxes are expressly forbidden. If one of our trucks or tractors strikes one of these non –compliant mailboxes the resident will be billed any repair costs to repair the vehicle or tractor and will not be reimbursed for damage to their mailbox and post. In the past The Village of Kirkland would not repair or reimburse for mailbox damage. Village Hall along with Public Works Staff have come up with a new policy dealing with Mailbox Damage that is a mix of other Villages and our own additions.

Kirkland Mailbox Damage Policy

Upon notification to Village Hall or Public Works of a mailbox damaged by Snowplowing, Village or Village Sub-Contracted Work, or Ditch Mowing....Public Works will drop off a temporary mailbox with a concrete base for the resident to use until weather allows the resident to replace their mailbox. After the mailbox has been replaced the resident may contact Public Works or Village Hall and Public Works will pick up the temporary mailbox and inspect the new mailbox to make sure it meets USPS standards (which are available online on the United States Postal Service website). Once the mailbox has been checked , Public Works will notify Village Hall of mailbox compliance and the resident may pick up or have mailed to them a Village Check for \$ 50.00.

Public Works tries hard to work around mailboxes without damaging them while still providing quality work. Even exercising caution we still average 0-1 damaged mailboxes each year. This year, unfortunately, we have four damaged mailboxes so far this year. The heavy snow was hard on the mailboxes and was shoving our small trucks around trying to clear the heavy snow back to the curbs.

We currently have loaned one temporary mailbox out. The other mailboxes were repaired by the residents already.

We have constructed 6 loaner mailboxes at Public Works.

Rebuttal to Snow Plowing Complaints

We as a Village Administration need to review, rewrite if necessary, and enforce a Village Wide Parking Ban and Snow Ordinance for all streets in Kirkland. Public Works does not mind plowing around parked vehicles. This Good Will Public Works Extends ends when residents call Village Hall and complain that our Public Works Operators missed their side of the street or missed in front of their home....Then we go out with a truck, when the town is completed with the first pass through ,the next day or day after and find a pile of snow around a clean spot with tow marks or paths shoveled where the resident dug their car out and moved it. It is not common practice for Public Works to go back and clear areas where resident's cars were parked after snow moving operations are completed on that street. On occasion if the snow is not too frozen we will go out and clear areas where cars were parked on the next day or the day after depending on time availability. Snow plowing is only one small part of what Public Works Employees responsibilities are.

This last snow was one of the heaviest and most dense snows we have had in years. Our trucks and equipment were far outgunned by Mother Nature this time. Public Works Equipment and Employees mobilized shortly after the event began and worked until 10:30pm when Dekalb County and the neighboring Townships pulled off do to blowing snow and snow rates that were impossible for them to keep up with. Dekalb County, the neighboring Townships, and Village of Kirkland Public Works returned to work at 2:30am prepped Equipment and began plowing again. The Village of Kirkland has always followed Dekalb County and neighboring Townships as far as when to pull off. Village of Kirkland Public Works had all streets , alleys, access ways, and Village parking open by late morning with salting finished by 12:00pm and worked another hour moving snow downtown . Once completed Public Works returned to the shop and emptied trucks , started cleaning equipment, and replaced broken parts.

I was proud of my men for the work they had completed in a reasonable amount of time. The heavy wet snow was very hard to move with our small equipment and the ground underneath was not frozen. If a blade got off the road even a few inches sod was curled up. If an operator slowed or stopped the truck would not moved the blade full and the operator was forced to take little bites of the pile he had. This is one reason we had huge piles of snow around corners and midblock. We had some complaints from Kennedy Homes that our men made to many passes on their street. The Residents did not realize that the trucks couldn't push over a third of a blade. Public Works will have some clean up of sod and corners to do come spring. All in all The Village of Kirkland had the cleanest Streets around earlier than state roads leading to and from Kirkland. Our Men performed well.

Most of the complaints we received were unfounded and some bordered on ridiculous. Some complaints were deserved. Some complaints were a result of ignorance of snowplowing operations and

the fact that past Public Works Superintendents including myself have not developed a Snow and Ice Removal Plan and Policy. This Plan and Policy should also have a sister Plan which encompasses similar information for debris removal due to Storms and Natural Events. Both Plans should be included in our all encompassing Disaster Plan.

I do not want to mislead the board with my last paragraph and make it sound like Public Works has been conducting Snowplowing and Ice Removal Operations without a plan. Public Works attacks most events in a similar manner for years with the differences dictated by weather and precipitation type and speed. What I mean to convey is that Public Works along with the Village of Kirkland Administration needs to write down a formal plan, adopt the plan, and make it available to residents by Village Website or hard copies which may be picked up at Village Hall. Availability of the Plan might remove some questions Residents have as well as remove some of the mystery and animosity surrounding our operations. I have been committing our current plan to paper and electronic media for Board review. When complete I will submit the Plan to the Village President and Village of Kirkland Board of Trustees for review, additions or changes, and approval and adoption.

The Village of Kirkland Snow and Ice Control Plan will include:

1. Public Works Plan Goals and Basic Time frame for Event Operations Completion.
2. Explanations of The Village of Kirkland Corporate Limits, Right of Ways, and various agencies whom have Road Right of Ways within Kirkland Corporate Limits.
3. Explanation of Entities with authority to dispatch Village of Kirkland Snow Removal Assets do to emergency.
4. Lists of orders of types of streets plowed in what order. i.e. Primary, secondary, access ways.
5. Possible deviations from Plans and factors affecting the Plan causing Deviations: i.e. snow type, wind speed and direction, dispatches by Dekalb County, KCFPD, or KPD, loss of regular Equipment or Manpower and reasons.
6. Types of Equipment the Village of Kirkland owns and utilizes for Snow and Ice Control , as well as said Equipment's typical uses during weather events.
7. Explanations of typical Roadway treatment with regards to plowing and salting including factors which explain the usage or lack of usage of mechanical or road salt.
8. General allocation of Equipment and Manpower for average weather events.
9. Misc.

Areas where Public Works Is going to work on improving Snowplowing and Ice Removal Operations.

1. Develop and make available a Snow and Ice Removal Plan.

2. On average events in which the trucks can handle the snow our Operators will seek to push the snow further down the block and or lose the snow to direction change rather than pushing back corners.
3. Contact Hiawatha School to form a Bus Stop Map and carry in each truck so Village of Kirkland operators make sure not to pile snow on a bus stop.
4. Replace and increase the number of Snow Ordinance Signs throughout the Village Streets and entrances to town. There is no On Street Parking anywhere in the Village of Kirkland during snow events. Any non curbed streets with parking areas must have the vehicles back off of the asphalt area. During weather events Public Works notifies the police if people have to park in their yard during clean up operations so that tickets are not issued. Having open streets to plow and salt ensures our residents will have cleaner streets quicker with less danger of a Village of Kirkland Snowplow bumping or scratching a resident's car.

These are some items I am currently addressing to improve Public Works Service in the eyes of the residents of The Village of Kirkland.

LEASE AGREEMENT

THIS AGREEMENT (“Agreement”) made this Dec. 5th, 2018, between **Village of Kirkland** (“Lessor”) and **Mediacom Illinois LLC**, a Delaware Limited Liability Company (“Lessee”).

WHEREAS, Lessee is authorized to construct and operate communications systems throughout the United States;

WHEREAS, Lessor controls and maintains the property located in Kirkland, Illinois, as described in “Exhibit A” (the “Property”); and

WHEREAS, Lessor desires to Lease a portion of the Property (“Leased Property”), as described in Exhibit A, to the Lessee; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, Lessee and Lessor, intending to be legally bound, mutually agree as follows:

1. **Term.** The term of this Agreement shall be for a period of 10 years beginning September 1, 2018 and ending August 31, 2028. This Agreement shall automatically renew for an additional 5-year term (“Renewal Term”) unless the Lessee gives written notice of its desire not to renew at least sixty (60) days prior to the expiration of the Original Term. After the Renewal Term, this agreement shall continue for successive terms of one month each until either Lessor or Lessee terminates the lease by giving the other thirty (30) days written notice of an intention to terminate or a new lease agreement is executed. Notwithstanding the foregoing, Lessee shall have the right to terminate the Lease prior to expiration of the lease term, by giving at least 180 days prior written notice of the Lessee’s intended termination date, and upon such termination date, the Lease shall terminate, and Lessee shall have no further obligation to pay any additional rent, including any rent that would have otherwise been due for any portion of the remainder of the original lease term.
2. **Work Performed.** All work performed by Lessee shall be performed in a proper manner in accordance with industry standards, local codes and the approved specifications. Lessee agrees to repair and replace any damage to the Leased Property resulting from the installation, operation or removal of the Facilities. Lessee shall observe all applicable laws and regulations applicable to the Leased Property.
3. **Indemnification.** Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorneys’ fees, and charges which the Lessor or the Lessee may have to pay by reason of injury to any person or property, loss of life or property resulting from the condition or use of the Leased Property, which Lessee accepts “as is” after inspecting same.

Notwithstanding any other provision of this agreement, neither party hereto shall be liable to the other of any special, indirect or consequential damages or lost profits to anyone arising out of this agreement or the performance or non-performance of any activity pursuant to this agreement even if such party has been informed of the possibility of such damages.

4. **Rent.** In consideration of the Agreement, Lessee shall pay to the Lessor the monthly sum of \$300.00. Rent shall be paid on or before the 1st of each month during the term.
5. **License.** Lessor hereby grants to Lessee and any sublessees a license which shall remain in effect for the terms of this Lease to use the Leased Property and access roads shown in Exhibit B to access the Facilities for purposes which include installing, constructing, maintaining, operating, replacing, upgrading, repairing, relocating, and removing, equipment and the Facilities. The License shall be in effect for the term of this Lease. If an access road to the building is needed, Lessee shall construct and maintain such road at no expense to the Lessor. Lessor shall approve any plans to construct a road on Lessor's Property.

Upon the execution of this Agreement, Lessor shall deliver to Lessee all necessary keys and combinations to facilitate Lessee's ingress to and egress from the Leased Property. Lessee shall be entitled to have access to the Leased Property 24 hours a day, 7 days a week. The rights of Lessee under this Section shall be limited to authorized employees, sublessees, contractors or subcontractors of Lessee, FCC inspectors or persons under their direct supervision. Notwithstanding the foregoing, Lessor accepts no responsibility for any acts or omissions committed by Lessee's employees, contractors, subcontractors or invitees.

Lessee desires to use the Leased Property for the purposes of constructing, operating, maintaining, repairing, replacing, relocating and removing equipment, comprising a cable television and electronic control center for reception, transmission, processing and retransmission of video programming and other services and products provided over Lessee's communications services network (the "Facilities").

6. **Insurance.** Lessee shall obtain and carry liability or indemnity insurance providing as a minimum, limits of \$1,000,000.00 per person (personal injury) in any one claim; \$1,000,000.00 for damage to the Leased Property suffered or alleged to have been suffered, by any person or persons as the result of the operations conducted on the Leased Property; and an aggregate limit of \$2,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries, property damage or death resulting therefrom.

The insurance certificate provided under this paragraph shall provide that said certificate will not be subject to cancellation, termination or change except after at least 30 days' prior written notice to Lessor. Such certificate shall name the Village as an additional insured. Such insurance shall be primary and non-contributory.

7. **Force Majeure.** Except as otherwise provided herein to the contrary, The Lessee shall be excused for the performance of its obligation to pay fees because Lessee is prevented from utilizing the building on the Leased Premises due to casualty.
8. **Assignment.** This Agreement may be assigned by either party with prior written notice to the other party. However, nothing in this Agreement shall prevent the Lessee from assigning this Agreement as collateral security for any obligations of the Lessee.

9. **Subleasing.** Lessee may sublease all or part of the Leased Property with written notice to Lessor. Sublessees may include government entities, wireless and other telecommunication companies so long as such entities do not interfere with any Lessee of Village properly engaged in dispatch or telecommunication services.
10. **Notice.** All notices to be given in writing under this Agreement shall be deemed to be given when delivered personally to the Lessor or the Lessee, or 48 hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to the Lessor: Village of Kirkland
 511 W. Main Street
 PO Box 550
 Kirkland, IL 60146

If to the Lessee: Mediacom Illinois LLC
 3900 26th Avenue
 Moline, IL 61265

With copies to: Mediacom Illinois LLC
 1 Mediacom Way
 Mediacom Park, NY 10918
 Attn: Legal Department

11. **Recording.** The Lessee may record this Agreement or a Memorandum of this Agreement in the public records of the County if it so desires.
12. **Waiver of Distress.** The Lessor acknowledges that the Lessee is bound by (or will be bound by) certain covenants in loan agreements with lending institutions which have provided (or will provide) long-term debt financing to the Lessee and that such institutions have (or will have) a security interest on the Lessee's Facilities located on the Leased Property that will be superior to any claim of the Lessor. As part of the consideration hereunder, the Lessor covenants and agrees with the Lessee that none of the Lessee's personal property, Facilities or trade fixtures shall be subject to distress for rent or liable for any lien, right or claim which the Lessor may have, either now or hereafter; and the Lessor further covenants and agrees that in the event that such lending institutions exercise their right to take possession of or remove said Facilities from the Leased Property, the Lessor will not hinder or interfere therewith, and the Lessor consents to the taking of possession and removal of such personal property.
13. **Default.** If at any time during the period in which this Agreement is in effect, either party defaults on any obligation incurred hereunder, then this Agreement shall be subject to termination by the other party. All rights and benefits herein conferred shall be deemed forfeited, provided, however, that before any termination shall occur under this paragraph, the defaulting party shall be given

written notice and be allowed 30 days from date of delivery of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.

14. **Modification of Agreement.** This Agreement shall not be modified, altered or amended, except by an “Amendment to Lease Agreement,” executed by all parties to this Agreement.
15. **Binding on Heirs.** The terms, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and inure to the benefit of their respective heirs, executors, administrators, successors and/or assigns.
16. **Compliance with Laws and Regulations.** The Lessee shall, at its own expense, secure and maintain throughout the term of this Agreement and until all of its Facilities and structure are removed, any and all consents and permits which may now or hereafter be required by all persons or governmental agencies, federal, state, or municipal, for or in connection with this Agreement, shall comply with all applicable laws, ordinances, rules and regulations pertaining to the placement, maintenance, operation, erection, construction, or removal of its attachments, property, apparatus and structure.
17. **Legal Fees.** If either party brings legal action for the enforcement of this Agreement then the prevailing party shall be entitled to recover from the losing party its reasonable attorneys’ fees, including fees and expenses plus applicable fees, together with costs incurred, including deposition costs and costs for expert witnesses.
18. **Eminent Domain.** If all or a part of the Leased Property shall be taken in any proceeding by a public authority, by condemnation or otherwise, or shall be acquired for a public or quasi-public purpose, which shall cause the remaining portion of the Leased Property to be inadequate or unsuitable for use by the Lessee, in its usual business, either the Lessor or the Lessee shall have the option to terminate this Agreement effective on the date possession of the Leased Property is surrendered, in which event any unearned rent paid or credited in advance shall be refunded to the Lessee. The Lessee hereby waives any claim against the Lessor for the remaining portion of the Agreement and agrees it will peacefully surrender possession to the Lessor, or to the condemning authority at or before the day of possession is required pursuant to the requirements of the condemning authority.
19. **Applicable Law.** This Agreement, and any claim, controversy or dispute arising under or related to this Agreement (whether based on contract, tort or other legal theory or cause of action,) shall be governed by and construed in accordance with the domestic laws of the state of Illinois.
20. **Property.** The Lessor covenants that the Lessor owns the Property referenced to in “Exhibit A” in fee simple and has full right to make this Agreement and that the Lessee shall have peaceable possession of the premises during the term hereof. It is mutually understood and agreed upon that the Leased Property and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across or under the Leased Property now outstanding with third persons. The Lessor also retains to itself, its successors or assigns, the right

to use the Property for its own purposes, so long as such use does not interfere with the construction, erection, operation, repair or maintenance of the Lessee's Facilities and operations. The Lessor hereby covenants and agrees that it will not use nor will it permit its remaining Property to be used in any manner that could interfere in the Lessee's intended uses of the Leased Property. The Lessee, upon the payment of rent herein reserved and upon performance of all material terms of this Agreement, shall at all times during the agreement term and during any extension or renewal thereof peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor, except as may be set forth in this Agreement.

21. **Authorization.** The Lessor and the Lessee represent and warrant that each has the authority to enter into this Agreement and to be bound by its terms and all necessary action on the part of each such party has been duly taken approving the execution, delivery and performance of this Agreement.
22. **Headings.** The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
23. **Confidentiality.** The parties agree that the terms and conditions of this Agreement shall, at all times be kept confidential, except as disclosed in the recorded Memorandum of Lease.
24. **Breach of Warranty.** It is agreed that if warranty made by the Lessor in Section 20, above is breached and it is found that the Lessor does not have the legal right to make this Agreement, the Lessee may receive damages, including, but not limited to twice the fees already paid to the Lessor, administrative and constructive fees, and attorneys' fees.
25. **Total Agreement.** This Agreement supersedes all previous agreements, whether written or oral, between the Lessor and the Lessee, for the use and operation of the Lessee's Facilities on Owner's real Property and there are no other provisions, terms or conditions to this Agreement except as expressed herein.
26. **Utilities** Beginning on the Possession Date, Lessee shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Leased Property, including, but not limited to, gas, water, (including water of domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services and any similar service. In the event that any charge for any utility supplied to the Leased Property is not paid by Lessee to the supplier when due, the Lessor may, but shall not be required to, pay such charge for and on behalf of Lessee, with any such amount paid by Lessor being repaid by Lessee to Lessor as Additional Rent promptly upon demand. Additionally, if Lessor shall elect to supply any utilities to the Leased Property, the Lessee shall pay to Lessor the cost of its utility consumption and the cost of supplying separate metering devices if necessary. Lessor agrees that the cost to Lessee of any utilities supplied by Lessor shall not exceed the amount Lessee would have paid if it independently obtained such service from the local utility supplier to the extent that a relationship exists.

Lessor and Lessee hereby agree that Lessor shall not be liable for any interruptions or curtailment

in utility services due to causes beyond its control or due to Lessor 's alteration, repair or improvement of the Leased Property.

27. **Taxes.** Lessee shall be responsible for the payment of all general real estate taxes assessed against the Leased Property, for any improvements erected on the Leased Property by Lessee or on other personal property owned by the Lessee by virtue of this Agreement, whether or not such taxes, liens or other charges are levied against it or against Lessor or directly or indirectly by virtue of this Agreement.
28. **Additional Taxes.** If Lessor is assessed additional taxes or if its present taxes are increased as a result of any value placed on Lessee's leasehold, fixtures or furnishings, or goods and services by virtue of this Agreement, then upon proof of tax increase, Lessor shall pay same additional tax, or the amount of the increase.
29. **Failure to Enforce.** Failure of the Lessor to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment by Lessor of any of said rights or conditions and all obligations of the Lessee and rights of the Lessor shall survive the expiration or termination of this Agreement.
30. **Equipment.** It is agreed by the parties to this Agreement that title to all structure and improvements constructed, erected or placed upon the Leased Property by the Lessee, including Facilities and trade fixtures, shall vest with the Lessee.
31. **Repairs and Maintenance.** The Lessee shall, at its own expense, make all necessary repairs and replacements to the Leased Property and to any of the structures erected thereon by the Lessee at its expense. Such repairs and replacements, ordinary as well as extraordinary, and other structural and non-structural maintenance such as grass and weed trimming shall be made promptly by Lessee. The Lessee shall at times during the term of this Agreement and any extensions or renewals maintain in good safe condition any of its Facilities and improvements established on the Leased Property.
32. **Restoration.** Upon request of Lessor, or upon Lessee's decision, said structures and improvements shall be removed by Lessee within 30 days after the expiration, cancellation or termination of this Agreement, or as soon as possible if weather or frozen ground delays the work in this paragraph. The surface of the Leased Property shall be restored, as nearly as practicable, to the same condition as it was prior to the initial construction of structures, and any subsequent maintenance, repair and removal of the above-described Facilities by Lessee at Lessee's cost. With respect to any cement foundations that were installed by Lessee, the Lessee agrees that it shall dig down one (1) foot below grade, cover with topsoil and seed. Lessee shall completely remove any cement foundations at the request of Lessor within one year of the expiration or termination of this Agreement.
33. **Lessor's Right to Property.** Lessee agrees to allow Lessor the right to use the portion of the Property not in use by the Lessee, provided such use does not interfere with the purpose or use of

Lessee or sublessees.

The employees or agents of the Lessor shall have the right to enter upon the Leased Property at all reasonable times during the term of the Agreement for inspection of the Leased Property, and for any other activity related to its operations within the Leased Property.

34. **Lessor Certificate.** Lessor agrees to provide at any time, within 10 days of Lessee's written request, a statement certifying that this agreement is unmodified and in full force and effect or, if there has been modifications, stating such modifications and that such modifications are in full force and effect, whether Lessee is in default of any of its obligations hereunder, and if so, reasonable details thereof, and such other statements as may reasonably be required by the Lessee, including that Lessor has no ownership interest in or lien on Lessee's Facilities on the Leased Property. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any person receiving such certificate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

LESSOR

Print Name

Date: _____

LESSEE

Print Name

Title

Date: _____

Madison Truckers, LLC

[Handwritten Signature]

JOJO CURTIS

Owner V.P.

12/05/2018

EXHIBIT A

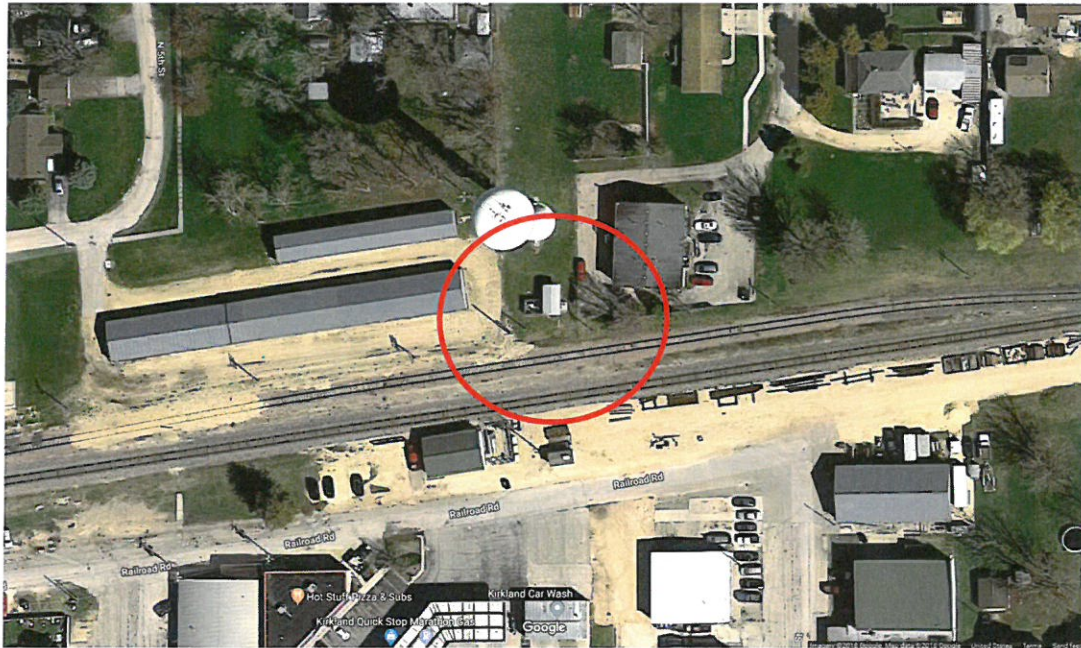
The following described Real Estate situated in Kirkland, in the County of DeKalb, in the State of Illinois, to wit:

Located within Parcel ID number: 0126217006

The **Leased Property** consists of a 40 foot by 30 foot portion of the Property which Lessee uses for its cable system equipment.

**EXHIBIT B
(KIRKLAND, IL)**





Please remit this document to:

James McKnight
Senior Director, Legal Affairs
Mediacom Illinois LLC
One Mediacom Way
Mediacom Park, NY 10918
(845) 443-2336

Prepared By
James McKnight

(Recorders Use Above This Line)

STATE OF IL
COUNTY OF _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 5th day of December, 2018, by and between **Village of Kirkland**, (“Lessor”), and **Mediacom Illinois LLC**, a Delaware limited liability company, with an office at 1 Mediacom Way, Mediacom Park, NY 10918 (“Lessee”).

1. Lessor and Lessee entered into a Lease Agreement (“Agreement”) on the 5th day of December, 2018, for the purpose of installing, operating and maintaining a communications facility and other improvements, pursuant to the Agreement.
2. The rental term of the Agreement is for 10 years, commencing on September 1, 2018 automatically renewing on the 10th anniversary of the commencement date for an additional 5 years.
3. The Property which is the subject of the Agreement is described in Exhibit A attached hereto.

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

{Signature Page to follow}

LESSOR

Print Name

Title

Date: _____

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 2018, before me personally appeared _____, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public in and for the State of _____

My Commission expires: _____

LESSEE Mediacom Illinois, LLC

Todd Curtis

TODD CURTIS
Print Name

GROUP V.P.
Title

Date: 12/05/2018

STATE OF)
) ss
COUNTY OF)

On this 5 day of Dec, 2018, before me, the undersigned, a Notary Public for said State, appeared Todd Curtis to me personally known, who being be me duly sworn, did say that he/she is the Regional Vice President of said Mediacom Illinois LLC as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and by him voluntarily executed.

Susan Canterbury
Notary Public in and for the State of IL

My Commission expires: 10/18/22

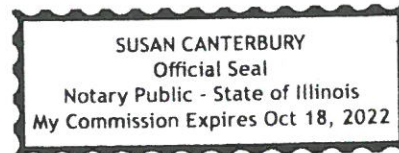


EXHIBIT A

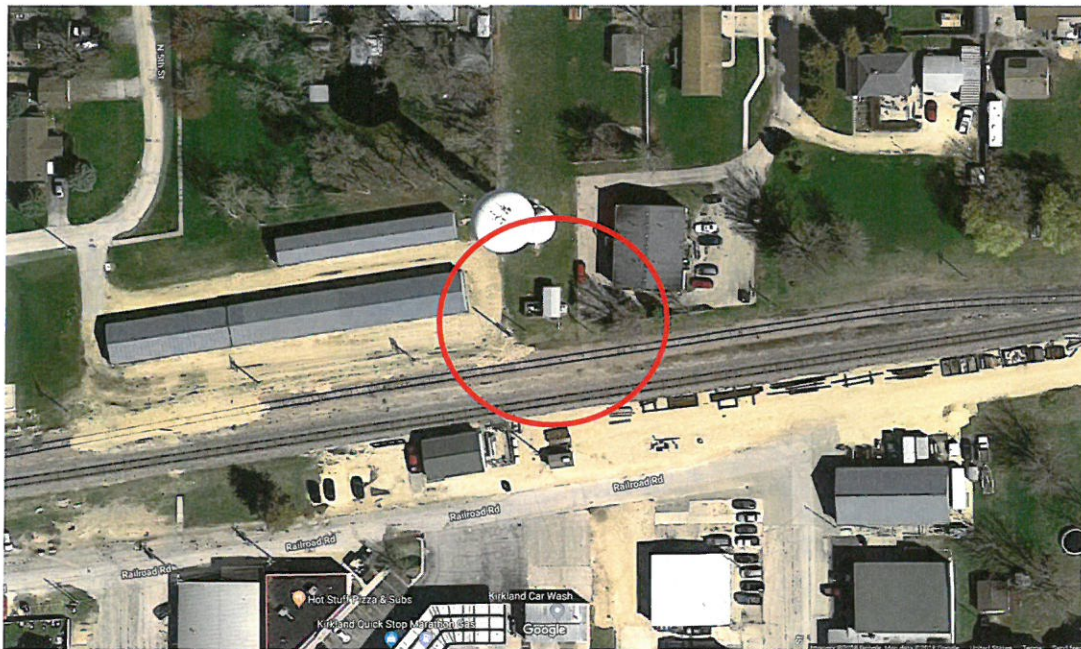
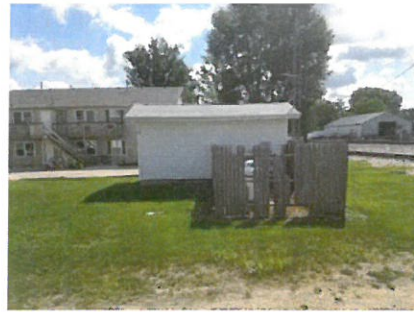
The following described Real Estate situated in Kirkland, in the County of DeKalb, in the State of Illinois, to wit:

Located within Parcel ID number: 0126217006

The **Leased Property** consists of a 40 foot by 30 foot portion of the Property which Lessee uses for its cable system equipment.

**EXHIBIT B
(KIRKLAND, IL)**







Ryan Block <ryanblock.kirkland@gmail.com>

Pearl St. cable replacement

5 messages

Christopher Minard <cminard@mediacomcc.com>
To: "ryanblock.kirkland@gmail.com" <ryanblock.kirkland@gmail.com>

Tue, Nov 6, 2018 at 2:56 PM

Good afternoon, I was just informed that you needed to be sent a scope of work prior to starting this project and apologize about this miscommunication. I've attached the scope of work that will be needed in order to restore service to these customers north of the bridge. Please let me know if you have any question regarding this and I will make myself available to you if you would like to do a walk through. Please don't hesitate to give me a call if that would be easier. Thanks for your time and look forward to hearing from you on this matter.

Chris Minard

Mediacom

Construction Supervisor

Garden Prairie

Cell # (815) 716-0582

Office # (815) 597-5103

cminard@mediacomcc.com

 **Pearl St. Kirkland IL replacement scope of work.xlsx**
3600K

Ryan Block <ryanblock.kirkland@gmail.com>
To: cminard@mediacomcc.com

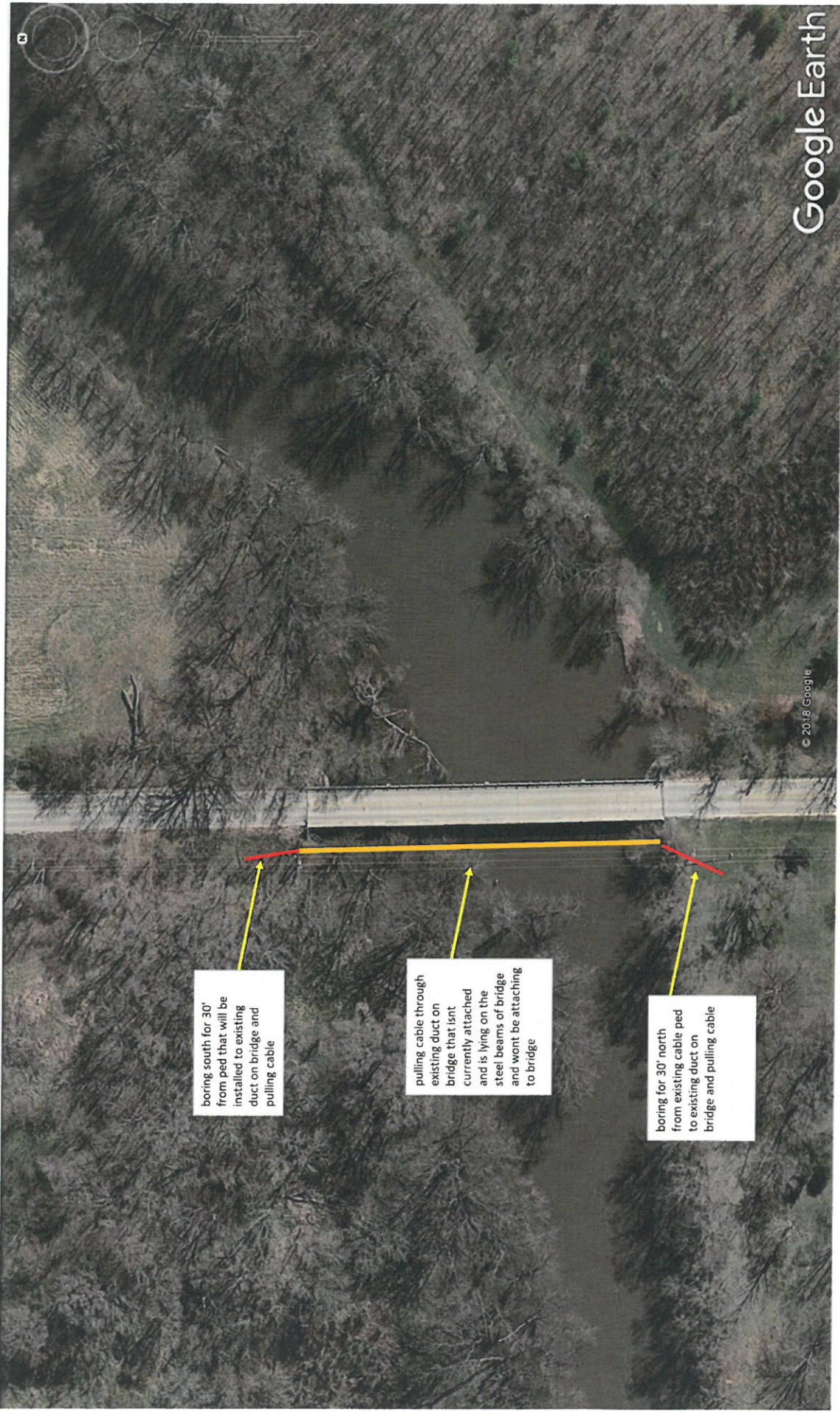
Wed, Nov 7, 2018 at 8:50 AM

Chris,

Thanks for the details and scope of work. I will review this with our Public Works team tomorrow morning as they are in all-day training today. Once I get their feedback, I will send the details to the Board for review and input. However, NO FURTHER work can be completed until approval is received from myself and the Board.

Thanks,,

Ryan Block



boring south for 30' from pier that will be installed to existing duct on bridge and pulling cable

pulling cable through existing duct on bridge that isn't currently attached and is lying on the steel beams of bridge and won't be attaching to bridge

boring for 30' north from existing cable pier to existing duct on bridge and pulling cable



WASTE MANAGEMENT
700 E Butterfield Rd, Suite 400
Lombard, IL 60148
800-796-9696

December 2018

Mr. Ryan Block
Village President
Village of Kirkland
511 W Main St
Kirkland, IL 60146

Dear Mr. Block,

Over the years, single stream recycling has helped make recycling simple and convenient for Kirkland residents, focused on increasing participation and volume to enhance diversion rates.

Recently, we've worked together to educate residents about the importance of "recycling right" to help improve the quality of the materials put out for curbside collection, for example, using tips and tools provided by Waste Management's [Recycle Often. Recycle Right.](#)TM program.

At this time, there is an urgent need to strengthen our partnership around recycling to ensure we can sustain our long-term relationship focused on solid waste management for your constituents.

Specifically, we need to:

- 1) significantly improve the quality of materials being set out for recycling, by enhancing education and enforcement efforts, working together to eliminate contamination in the recyclable materials collected.
- 2) modify our current contract to reflect the extraordinary changes in operating expenses associated with single stream recycling, and to reflect necessary changes related to education & enforcement required to improve residents' recycling behavior

So, what has changed and why must we do this? China, who imported over 25% of the world's recyclables last year, including more than 50% of the paper and plastics recycled across the globe, banned 24 types of materials from import – most notably mixed paper (e.g., junk mail, cereal boxes) and mixed plastics, effective January 1, 2018. Then, on March 1, China implemented new national standards, known as Operation Blue Sky, limiting the allowable level of contamination in any material imported into the country to 0.5%. And this situation is not likely to improve as China appears to be on path to eliminate imports of all post-consumer recyclables by 2021.

China's new import policies have had significant impacts on recycling programs across the US and as a result of these new standards, both international and domestic markets are demanding high quality materials with virtually no contamination.

Rest assured that Waste Management is focused on reducing contamination to move materials to end markets and avoid warehousing or landfilling of recyclables. We accomplish this by changing recycling

behavior at the curb and by modifying our recycling recovery processes to meet the more stringent quality standards that have been imposed.

Waste Management continues to be committed to education, actively working with you and your residents and businesses to improve the quality of material that we collect and process through our comprehensive Recycle Often. Recycle Right.™ education and outreach tools and social media. Education is more important now than ever. To achieve behavior change 'at the curb' related directly to how residents recycle, "tag and leave" programs need to be implemented to help end repeat behaviors that continue to have a detrimental impact on the quality of recyclables collected.

To reflect the costs associated with these uncontrollable changes in operating expenses, Waste Management respectfully requests an extraordinary increase effective January 1, 2019 in the amount of \$1.05 per home per month to ensure the sustainability of recycling in Kirkland. This increase is required at this time due to the uncontrollable changes in the recycling market worldwide to recover the increased costs of recycling related to adding labor/slowing down processing lines, as well as to cover the cost of the additional amount of contamination that is now being pulled out of the stream to achieve the new quality standards. This increase is in addition to your scheduled annual rate increase effective January 1, 2019.

Waste Management looks forward to strengthening our working relationship with the Village of Kirkland by partnering to address the current situation in a way that provides for the future sustainability of the recycling program provided to your residents.

I am available for additional meetings and presentations to city leaders as you deem appropriate to further discuss this important issue. Please contact me with any questions at vkuersc1@wm.com or 847-980-7648.

Sincerely,



Vaughn Kuerschner
Public sector Rep
Waste Management

**FIFTH AMENDMENT TO
VILLAGE OF KIRKLAND AGREEMENT**

This Fifth Amendment to the Contract for Curbside Refuse and Recyclables Collection and Disposal (the "Fifth Amendment") is entered into on _____, 2016 by and between Waste Management of Illinois, Inc. ("Contractor") and the Village of Kirkland, Illinois ("Village").

Recitals

- A. Village and Contractor, as successor-in-interest to Elgin Wayne Disposal, entered into an Agreement for Curbside Refuse and Recyclables Collection and Disposal on or about April 22, 1991, as subsequent amended on four separate occasions (collectively, the "Agreement");
- B. The Parties desire to extend the Agreement for an additional five (5) years; and,
- C. Village and Contractor desire to amend the Agreement so that it covers At Your Door Special CollectionSM services, as further discussed below.

Agreement

The parties agree to amend the Agreement in the following manner:

1) **Renewal**. The term of the Agreement shall be renewed for additional period of five (5) years, from January 1, 2017 through December 31, 2021 (the "Renewal Term").

2) **At Your Door Special CollectionSM**. Commencing on January 1, 2017, Contractor shall offer Residential Units the ability to participate in the At Your Door Special CollectionSM program. The types of materials and other particulars of the At Your Door program are described in **Exhibit A**, which is attached hereto and incorporated herein by reference. The rates for the At Your Door Special CollectionSM services are set forth below.

3) **Rates for the Renewal Term**. The Village shall pay Contractor the rates set forth below during the Renewal Term. The Parties agree that senior citizens over the age of 65 will continue to receive a 10% discount off of their monthly rate for refuse and recycling (but not for At Your Door Services).

Time Period	Monthly per Unit Rate for Refuse and Recycling	Monthly per Unit Rate for AYD	Total Monthly Per Unit Rate
January 1, 2017 through December 31, 2017	\$21.54	\$1.25	\$22.79
January 1, 2018 through December 31, 2018	\$22.16 + \$1.05	\$1.29	\$23.45
January 1, 2019 through December 31, 2019	\$22.80	\$1.33	\$24.13
January 1, 2020 through December 31, 2020	\$23.46	\$1.37	\$24.83
January 1, 2021 through December 31, 2021	\$24.14	\$1.41	\$25.55

4) **Additional Services and Requirements for Renewal Term**.

- a. Contractor will develop and distribute a program brochure to the residents of the Village prior to the commencement of the Renewal Term which describes the services described in this Fifth Amendment and the Agreement.

- b. From January 1, 2017 through February 28, 2017, each Village resident is entitled to a one-time opportunity to increase the size of their recycle cart to 64 or 96 gallons, at no charge. Requests made on or after March 1, 2017 will be subject to a cart exchange fee.
- c. Contractor will collect household dry cell batteries as part of the recycling program if the Resident puts the batteries in a sealed ziplock bag placed on top of their recycling cart.
- d. Contractor will introduce its "Recycle Often, Recycle Right" recycling education program and work with the Village to communicate the message to its residents.
- e. Contractor will provide its "Waste Watch" program to the Village at no additional charge.
- f. Contractor will continue to provide 1.4-quart Sharps containers to the Village for distribution to the Village's residents
- g. Contractor will continue to provide services to the following Village locations:
 - i. Village Hall/Library 511/513 W Main St
 - ii. Water Department 7th St

5) **No Other Changes.** Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect. The Parties agree that the incorporation of Exhibit A and the services described in this Fifth Amendment does not alter the scope of the regular curbside refuse and recyclable collection services set forth in the Agreement or otherwise alter the various waste definitions in the Agreement.

The parties have caused this Fifth Amendment to be executed by their duly authorized representatives effective as of the day and year first above written.

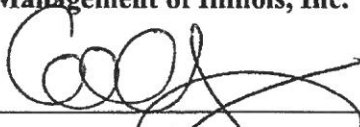

Waste Management of Illinois, Inc.		Village of Kirkland	
By:		By:	
Name:	Carl Norstrom	Name:	Leslie C. Bellah
Title:	Area Director	Title:	Mayor
Date:	10/7/16	Date:	9/16/16

Exhibit A









Expanding your Recycling Program?

Waste Management's At Your Door Special CollectionSM is a service provided to residents to remove the difficult, sometimes hazardous and hard-to-recycle items, that almost every household accumulates. As North America's leading environmental solutions company, Waste Management makes it easy for residents to dispose of these items, by collecting the materials at their door - safely, easily and responsibly. Our mission is to provide quality and convenient special material management services to public agencies.

The At Your Door Special CollectionSM service collects home generated special materials directly from residences within your community. Experience is key- the program has served hundreds of thousands of homes since 1995¹ and currently manages programs for dozens of public agencies in many states.

This service is not your usual household generated special material program, because this program is focused on recycling most of the materials collected. Communities across the country can take advantage of Waste Management's capability to collect and recycle an overlooked category of recyclables, collected directly from the home.

Home Generated Special Materials included in the program:

-  Household Chemicals
-  Automotive Products
-  Paint Products
-  Garden Chemicals
-  Universal Materials
-  Electronics



1. Includes when program was under different ownership.

THINK GREEN!

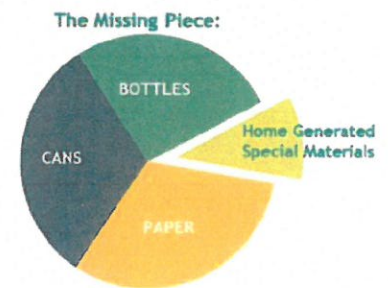


A missing piece to your residential recycling program!

Paper, cans, bottles, cardboard and plastics are already part of most recycling programs. What about the other materials used in homes such as electronics, cleaning supplies and paint? How does a resident in your community dispose of these items?

By collecting these items, the potential for water pollution and environmental hazards are further reduced. The At Your DoorSM program focuses on collection and recycling of these additional materials, to prevent disposal in regular trash bins. Once collected, the program recycles most special materials including electronics, paints, batteries, lamps and motor oil! Therefore diverting these items from local landfills. The home collection service is the easiest way to encourage recycling and proper disposal of household generated materials in your community.

Combine the quantities of special materials collected by At Your DoorSM that are sent to facilities for the purpose of recycling with your traditional recyclables, such as, paper, aluminum cans, plastics, etc. and your community's recycling rates will increase.



Experience where it counts

Over the years we have developed efficient processes, based upon feedback from residents and public agency customers, to best serve the needs of your community. Our knowledgeable team excels due to extensive industry experience combined with specific expertise in this field. From the Service Technicians to our Call Center Representatives, all team members participate in our in-depth and on-going training process. Over the years, we have refined the challenging process of residential collection of home generated special materials. Our experience with multiple public agencies and hundreds of thousands of residents can be applied to your community.

Our mission is to provide and support high quality home generated special material collection services to public agencies through safe and convenient customer service to their residents.



Count on us!

Waste Management's At Your Door Special CollectionSM service has extensive experience working with public agencies and regulatory organizations implementing home generated special materials programs that comply with federal, state and local regulations.

Review your regulations, as some areas have specific recycling and diversion requirements. This program is committed to helping public agencies meet these regional, local and state recycling and diversion targets. Whether you are complying with existing regulations or proactively getting ahead of the curve by setting your own standards, the At Your DoorSM service is the next step for increasing these targets. We are committed to helping you meet current and future changes in regulatory compliance.

Waste Management's At Your Door Special CollectionSM service will help you achieve your community's objectives.

There are many components in evaluating a successful community program:

- Most accessible to residents, they can use the program at their convenience
- Community wide service that allows all residents to participate (including seniors and the disabled)
- Available year round
- Turnkey program with minimal staff time
- Largest quantity of materials prevented from entering the landfill (when compared to other programs)
- Zero capital expenses (nothing to build and maintain)
- Zero general fund allocations (when included in rate)
- Achieve higher recycling and diversion rates
- Meet stormwater requirements
- Comprehensive reporting capabilities to track amount of diverted materials



Services provided by WM Curbside, LLC, a Waste Management company. At Your DoorSM and At Your Door Special CollectionSM are marks of Waste Management, Inc.

WMATYOURDOOR.COM

© 2014 Waste Management. All rights reserved.
2014 041 4/2/14

AGREEMENT FOR WASTE COLLECTION AND DISPOSAL WITH WASTE MANAGEMENT OF ILLINOIS, INC AND THE VILLAGE OF KIRKLAND

Amendment No. 4

This contract amendment, (hereafter the "Fourth Amendment"), agreement is made and entered into this 5th day of August 2013 by and between the Village of Kirkland an Illinois municipal corporation (hereafter the "Village") and Waste Management of Illinois, Inc., a Illinois corporation, (hereafter the "Contractor").

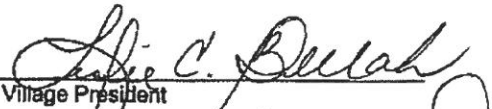
NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency and receipt of which are herein acknowledged, the Village and Contractor agree that:

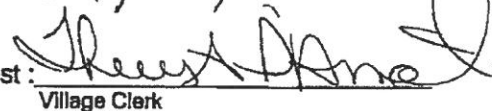
1. The Village and Contractor agree to extend the current contract agreement initiated on April 22, 1991 and amended December 22, 2001, December 2008 for an additional three years at the following fixed rates for Refuse Service, Recycling Service and Yard Waste service:

- REFUSE, RECYCLING: 96-gal. Cart for refuse/ 35-gal. Cart For recycling and yard waste service
January 1, 2014 - December 31, 2014 \$ 20.05/unit/month
January 1, 2015 - December 31, 2015 \$ 20.63
January 1, 2016 - December 31, 2016 \$ 21.22
- SENIOR DISCOUNT 10% for seniors citizens over the age of 65
- 150-1.4 quart sharps recycling receptacles given to the Village each year at no cost to the Village.
- Unlimited yard waste service, not to exceed 15 bags per home, All yard waste must be in 35-gallon biodegradable bags weighing no more than 50lbs. each. Residents can also use 35-gallon rigid containers provided the containers weigh no more than 50lbs and are clearly labeled "yard Waste only" Brush must be cut to four foot lengths weigh no more than 50 lbs. and bundled with twine/rope not exceeding 24-inches in diameter. Branches cannot exceed 3 inches in diameter. Yard waste service will run from the first week in April through the last week of November.

Therefore, the Village and Contractor mutually agree to modify the Contract as outlined herein. In witness, whereof, the parties to this Contract have caused this Fourth Amendment to be executed as of the day of and year set forth above. In each and every other respect, the Agreement between the Village and Contractor of April 22, 1991, December 2001 and December 2008 and subsequent modifications are hereby reaffirmed.

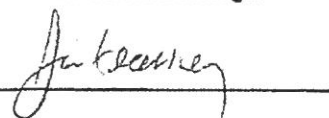
VILLAGE OF Kirkland

By: 
Village President

Attest: 
Village Clerk

WASTE MANAGEMENT OF
ILLINOIS, INC.

By: 
Public Sector Services Manager

Attest: 

AGREEMENT FOR WASTE COLLECTION AND DISPOSAL
WITH WASTE MANAGEMENT OF ILLINOIS, INC AND
THE VILLAGE OF Kirkland

Amendment No. 3

This contract amendment, (hereafter the "Third Amendment"), agreement is made and entered into this 19th day of DECEMBER 2008 by and between the Village of Kirkland an Illinois municipal corporation (hereafter the "Village") and Waste Management of Illinois, Inc., a Illinois corporation, (hereafter the "Contractor").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency and receipt of which are herein acknowledged, the Village and Contractor agree that:

1. The Village and Contractor agree to extend the current contract agreement initiated on April 22, 1991 and amended December 22, 2001, for an additional Five years at the following fixed rates for Refuse Service, Recycling Service and Yard Waste Stickers:

➤ REFUSE, RECYCLING: 96-gal. Cart for refuse/ 35-gal. Cart For recycling

January 1, 2009 - December 31, 2009	\$ 17.15/unit/month
January 1, 2010 - December 31, 2010	\$ 17.83
January 1, 2011 - December 31, 2011	\$ 18.54
January 1, 2012 - December 31, 2012	\$ 19.28
January 1, 2013 - December 31, 2013	\$ 20.05

Yard Waste Stickers:

January 1, 2009 - December 31, 2009	\$ 1.75 /per sticker
January 1, 2010 - December 31, 2010	\$ 1.75
January 1, 2011 - December 31, 2011	\$ 1.82
January 1, 2012 - December 31, 2012	\$ 1.89
January 1, 2013 - December 31, 2013	\$ 1.96

- SENIOR DISCOUNT 10% for seniors citizens over the age of 65.


Therefore the Village and Contractor mutually agree to modify the Contract as outlined herein. In witness, whereof, the parties to this Contract have caused this Third Amendment to be executed as of the day of and year set forth above. In each and every other respect, the Agreement between the Village and Contractor of April 22, 1991 and subsequent modifications are hereby reaffirmed.

VILLAGE OF Kirkland

By:


Village President

Attest:


Village Clerk

WASTE MANAGEMENT OF
ILLINOIS, INC.

By:


Division Vice President

Attest:


Secretary



WASTE MANAGEMENT

780 N. Kirk Road
Batavia, IL 60510-1475
(800) 414-5325

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE VILLAGE OF KIRKLAND, ILLINOIS
AND WASTE MANAGEMENT-WEST
CURBSIDE REFUSE AND RECYCLABLES COLLECTION AND DISPOSAL
OF APRIL 22, 1991**

This amendment is made and entered by and between this Village of Kirkland, Illinois, hereinafter called "CITY" and Waste Management - West hereinafter called "CONTRACTOR." WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY and CONTRACTOR agree to amend their Agreement for Collection and Removal of Garbage, Refuse, Recycling and Yard Waste of April 22, 1991 (the "Agreement") as follows:

Section I, B. The Agreement shall end on the 31st day of December 2008, unless both parties agree to extension terms.

Section III, E. Payment, the following rates shall be considered the BASE Rates and will remain in effect through 12/31/01:

	Monthly Refuse	Monthly Recycling	Total Charge
1/1/2001-12/31/2001	\$12.19	\$2.67	\$14.86
1/1/2002-12/31/2008	Prior year rate plus an increase limited to the CPI-U.		

All rates shall be discounted 10% for senior citizens over the age of 65.


Solid waste shall be collected from 96-gallon totes provided by CONTRACTOR to the CITY but there shall be no additional cost for extra waste placed at the curb. There shall be no charge for the removal of Christmas trees. Carts will also be provided to the City Park at no charge.

In each and every other respect, the Agreement between the CITY and CONTRACTOR of April 22, 1991 is hereby reaffirmed


WASTE MANAGEMENT - WEST

VILLAGE OF KIRKLAND, ILLINOIS

By: 
Division Vice President

BY: 
Mayor

ATTEST:
By: 

ATTEST:
By: 

**AMENDMENT
TO THE CONTRACT BETWEEN THE VILLAGE OF KIRKLAND
AND WASTE MANAGEMENT - WEST
FOR WASTE COLLECTION**

The Village Board of Kirkland agrees to extend the current waste collection contract with Waste Management - West entered into on April 22, 1991. The term of the extension shall be for five years beginning May 1, 1996 and ending April 30, 2001.

The following rates shall be considered the BASE RATES and will remain in effect through December 31, 1996:

REFUSE SERVICE

May 1, 1996 - December 31, 1996 \$10.68

RECYCLING SERVICE

May 1, 1996 - December 31, 1996 \$2.35

Rates for the preceding years as listed will be determined by the Consumer Price Index (CPI) as published by the Department of Labor, United States Government.

✓ January 1, 1997 - December 31, 1997 - 11.03 + 2.43 To be determined by the
2.27 ✓ January 1, 1998 - December 31, 1998 - 11.27 + 2.48 Consumer Price Index (CPI)
2.90 ✓ January 1, 1999 - December 31, 1999 - 11.49 + 2.52
January 1, 2000 - December 31, 2000 14.01 +
January 1, 2001 - December 31, 2001

IN WITNESS WHEREOF, this ___th day of _____, 1996, the Village and Waste Management - West have caused this agreement to be executed with the signatures below.

VILLAGE OF KIRKLAND

WASTE MANAGEMENT - WEST

By: _____
Mayor

By: _____
Division President

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Secretary

VILLAGE OF KIRKLAND

CURBSIDE REFUSE AND RECYCLABLES COLLECTION AND DISPOSAL

ADVERTISEMENT FOR PROPOSALS

COPY

The Village of Kirkland, DeKalb County, Illinois will receive sealed proposals for the Village of Kirkland Curbside Refuse and Recyclables Collection and Disposal at the office of the Village Clerk at the Kirkland Village Hall, until 2:00 p.m. on the 28th day of March, 1991, and then at said office such proposals will be publicly opened and read aloud.

Each Bidder shall satisfy the Village as to his ability, financial and otherwise, to carry out the work.

A Pre-bid Conference at 2:00 p.m., local time, March 21, 1991, will be held in the Kirkland Village Hall, 512 West Main Street, Kirkland, Illinois.

Respondents to this proposal invitation shall submit their proposals through the study and review of the material contained herein, with the completion and execution of all proposal forms and documents, and with the return of the complete set of papers, including notices, instructions, proposal forms, documents, schedules, maps, etc.

The said Village of Kirkland, Illinois reserves the right to reject any or all proposals and to negotiate with anyone or all vendors submitting said proposals.

SECTION I

CONTRACT BID TERMS

A. DEFINITIONS:

1. "VILLAGE OR VILLAGE OF KIRKLAND"

Whenever the terms "Village" or "Village of Kirkland" are used herein, they shall mean the Village of Kirkland, a municipal corporation, of the State of Illinois.

2. "CONTRACTOR"

Whenever the term "Contractor" is used herein, the term shall mean the successful Bidder who is awarded the contract by the Village Board of the Village of Kirkland for the collection and disposal of garbage and refuse in the Village of Kirkland in accordance with the provisions and specifications as set forth herein and incorporated subsequently in a duly executed contract.

3. "REFUSE"

Whenever the term "Refuse" is used herein, the term shall mean and include, but be not limited to, all garbage, rubbish,

recyclables and putrescible and non-putrescible solid wastes, except body wastes. It is expressly provided that "Refuse" shall not include the pick-up of "Landscape Waste".

4. "GARBAGE"

Whenever the term "Garbage" is used herein, the term shall mean and include, but be not limited to, the putrescible animal and vegetable wastes resulting from the hauling preparation and consumption of foods; all domestic household and kitchen waste food, food residue and accumulations of normal food and vegetable matter attendant on the preparation, use, cooking and the serving of food.

5. "RUBBISH"

Whenever the term "Rubbish" is used herein, the term shall mean and include, but be not limited to, residential, both combustible and non-combustible material, such as paper, paper products, cardboard, corrugated paper, tin cans, glass, beddings, general household trash, ashes, empty cartons, crates, boxes, wrapping materials, Christmas trees, newspapers, magazines, cloth materials, discarded toys, furniture, small appliances, small amounts of residential home remodeling and repair construction materials and building materials resulting from do-it-yourself projects placed in approved containers. Separated aluminum products, aluminum cans, white goods, including televisions, washers, dryers, freezers, ranges, refrigerators, microwaves, air conditioners, hot water heaters, and other similar appliances ordinarily associated with the home. Discarded furniture, including, but not by way of limitation, beds, springs, mattresses, over-stuffed furniture, carpeting and other comparable items. Motor vehicle parts excluding tires, fuel tanks, chassis or entire motor vehicle car body.

6. "LANDSCAPE WASTE"

Whenever the term "Landscape Waste" is used herein, the term shall mean and include, but be not limited to, grass clippings, weeds, leaves, small bushes, brush clippings, garden clippings, fruit tree droppings, branch clippings, Christmas trees, tree limbs, tree trunks, roots, stumps, or parts thereof weighing fifty (50) pounds or less as individual units.

7. "RECYCLABLES"

Whenever the term "Recyclables" is used herein, the term shall mean and include, but be not limited to, recyclable material such as newspaper, mixed paper (junk mail, magazines, cereal boxes, ledger paper, computer paper, flyers, bulletins) cardboard, corrugated paper, aluminum cans, steel cans, glass (clear, green and brown colors) containers (jars, bottles, glasses), plastic containers (shampoo, milk, detergent and soft drink containers) or other similar material.

8. "SERVICE UNIT"

Whenever the term "Service Unit" is used herein, the term shall mean and include but be not limited to a single family residential building; or in the case of a two family or multiple family residential building (comprised of four (4) or less units not in a complex of units), each unit thereof.

B. TERM OF CONTRACT:

The initial term of this Contract shall be for three (3) years commencing on the first day of May, 1991, and shall remain in full force and effect through the 30th day of April, 1994, unless terminated at an earlier date by either party by notifying the other party in writing by registered mail 120 days prior to the date of termination. At the expiration of the initial 3 year term, and for two (2) annual renewal terms thereafter, this Contract shall be considered to be automatically renewed unless either party shall notify the other party in writing by registered mail, not less than 120 days prior to the expiration of the current term, that the notifying party does not wish to renew for an additional term.

Further, commencing not less than 90 days prior to the commencement of the fourth and fifth years of this Contract, the parties shall engage in good faith negotiations to develop a monthly charge attributable to the forthcoming year in question. Among the factors to be considered shall be increased or decreased costs incurred by the Contractor, any increases in Contractor's productivity and prices paid in comparable communities. In the event that the parties are unable to agree upon a suitable price, either party may terminate this agreement by a written notice to the other party. However, such notice shall not be given with less than sixty (60) days remaining prior to the end of the current term. Unless the contract is further amended by mutual written agreement of the parties, it shall continue into the fourth and fifth years under the same terms with the exception of the new monthly charges negotiated to take effect during such subsequent years.

SECTION II

INSTRUCTIONS TO BIDDERS

A. MEETING SPECIFICATIONS:

The following instructions and specifications shall be observed by all Bidders. Bidders should anticipate meeting all existing specifications. Any modifications to the specifications should be noted with such modifications being described in detail.

B. CONTACT PERSON:

Patricia Stott, Village Clerk, Village of Kirkland, Village Hall, 512 West Main Street, Kirkland, Illinois 60146, (815) 522-6179.

C. SUBMISSION AND OPENING OF REQUEST FOR PROPOSALS:

Proposals shall be submitted in a sealed envelope and delivered to the Kirkland Village Hall, 512 West Main Street, Kirkland, Illinois 60146. The sealed envelope shall be clearly marked "Curbside Refuse and Recyclables Collection and Disposal Proposal." It is the Bidders' responsibility to assure that the proposal is delivered to the proper location prior to the established date and time.

D. PROPOSAL OPENING TIME: 2:00 p.m.
DATE: March 28, 1991
LOCATION: Kirkland Village Hall
512 West Main Street
Kirkland, Illinois 60146

It is the intent of the Village to meet with interested Bidders one week in advance of the bid opening (March 21st) at 2:00 p.m. in the office of the Village Clerk, 512 West Main Street, Kirkland, Illinois, to answer questions and clarify any problems which are presented relative to this Request for Proposal.

E. MODIFICATION OR WITHDRAWAL OF PROPOSAL:

A proposal may not be modified, withdrawn or canceled by the Bidder within the thirty-five (35) days following the time and date designated for the opening of the proposals and the Bidder so agrees in submitting the proposal.

F. QUALIFICATIONS OF BIDDERS:

The Village of Kirkland intends that a contract will be awarded to the low Bidder provided that such low Bidder can establish his competence to fulfill all provisions of the contract. All Bidders hereunder must furnish satisfactory evidence to the Village of Kirkland that they have been in continuous existence for the past five (5) years or more and further that the Bidder has successfully operated a refuse collection and disposal operation for a period of five (5) years or more which will insure their being able to maintain operations under all conditions. In addition, the Bidder must satisfy the Village that they are capable of providing and operating a residential curbside recycling collection and recycling program.

All Bidders shall be required to demonstrate to the satisfaction of the Village of Kirkland that they or their parent corporation have adequate financial resources, experienced personnel and expertise to perform the services required by these specifications. No contract will be awarded to any Bidder who, as determined by the Village of Kirkland, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications.

All Bidders shall tour the Village and familiarize themselves with the work contemplated in the contract. Submission of a bid shall be deemed conclusive evidence that such a tour has been made by each Bidder and shall constitute a waiver by each of all claims in bid, withdrawal of bid, or payment of extras, or combination thereof, under the executed contract, or any revision thereof.

G. CONTRACTOR EMPLOYEES:

The Contractor shall undertake to perform all disposal services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly, courteous and competent personnel on its crew.

H. INSURANCE:

1. General Public Liability and Property Damage Insurance to the Contractor

The Contractor shall obtain Public Liability and Property Damage Insurance protecting him from all personal injury claims including death and destruction of or damage to property arising out of or in connection with any operation under this contract whether such operations be by himself, any of his Subcontractors or anyone directly or indirectly employed by the Contractor or Subcontractors.

The Contractor's Public Liability and Property Damage Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated below. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles.

The Contractor shall purchase and maintain during the life of this Contract, Workman's Compensation insurance written so as to conform to all of the current Legislative Acts of the State of Illinois. Employer's Liability insurance shall be purchased and maintained during the life of this Contract in the Statutory amount pursuant to law.

2. Hold Harmless Agreement - Indemnification

The Contractor shall indemnify and hold harmless the Village of Kirkland, its officials, agents and employees from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, regardless of whether or not it is caused in part by a party,

indemnified hereunder.

The Contractor assumes full responsibility for and shall indemnify the Village for any and all loss or damage or whatsoever kind and nature to any and all Village property, including any equipment, supplies, accessories or parts furnished, while in his custody and care for storage, repairs or services to be performed under the terms of this contract resulting in whole or in part from the negligent acts or omissions of Contractor, and Subcontractors, or any employee, agent or representative of Contractor or Subcontractor.

Prior to the Contractor entering upon the performance of said contract, the Contractor shall furnish the Village Certificates of Insurance attesting to the respective insurance coverage for the contract term.

3. Minimum Limits of Liability

The limits of liability for the above required insurance shall not be less than the following:

Bodily Injury, Each Occurrence	\$500,000.00
Bodily Injury, Each Aggregate	\$1,000,000.00
Property Damage Liability	\$500,000.00

4. Automobile Liability and Property Damage Insurance

Automobile liability and property damage insurance including employees non-ownership liability and hired automobile insurance shall be obtained and maintained in force for the duration of the Contract by the Contractor. Insurance shall be in the amount of the following minimum coverages:

Bodily Injury, Each Person	\$500,000.00
Bodily Injury, Each Occurrence	\$1,000,000.00
Property Damage Liability	\$500,000.00

5. Certificate of Insurance

A Certificate of insurance on the standard "Accord" form shall be filed with the Village of Kirkland upon the execution of the Contract. No policies shall permit termination or modification without at least thirty (30) days prior written notice to the Village. A new Certificate of Insurance shall be filed with the Director at least (30) days prior to the expiration or termination of an existing Certificate of Insurance.

6. The amount of insurance required herein, shall in no way limit the amount of insurance which the Contractor may carry and in no way limits the liability of the Contractor for any and all liability of Contractor in connection with this Agreement. Written notice shall be given to the Village by the Contractor of any claim against the Contractor for damages for injury to persons or property within thirty (30) days after knowledge of such claim. Failure to give such notice in a timely fashion shall not affect Contractor's liability hereunder.

7. The Contractor shall comply with all laws, ordinances and regulations (Federal, State, County, Village or otherwise) covering work of this character and shall include all cost, if any, of such compliance in the prices quoted in this offer.

I. PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor is responsible for the damage or destruction of property of any character resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the specifications complied with.

J. NON-BARMENT FROM BIDDING:

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State law prohibiting bid-rigging or bid-rotating.

K. DAYS TO AWARD:

The Contractor shall allow the Village of Kirkland a maximum of thirty-five (35) days from the date of bid to award this Contract.

L. NON-COLLUSION:

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm or corporation.

M. NOT A FRANCHISE:

It is the understanding and intention of the parties hereto that this Agreement shall constitute an agreement for Curbside Refuse and Recyclables Collection and Disposal; that said Agreement shall not constitute a franchise, nor shall the same be deemed or construed as such.

N. TERMINATION:

Village shall notify Contractor in writing of any breach of this Agreement by Contractor. Contractor shall have fourteen (14) days after the date of such written notice to cure the breach complained of by Village. In the event the Contractor fails to cure such breach to the satisfaction of Village, the

Village may terminate this Agreement upon sixty (60) days notice to Contractor.

O. NOTICES:

Any notice required to be given under this Agreement shall be given to Village at the office of the Village Clerk and to Contractor at Contractor's last know business address.

If to Contractor:	Name	Elgin Wayne Disposal
	Address	P.O. Box 38
	City, State, Zip Code	South Elgin, Illinois 60177
If to the Village:	Patricia Stott	
	Village Clerk	
	Village of Kirkland	
	512 West Main Street	
	Kirkland, Illinois 60146	

P. CONSISTENCIES:

Any seeming inconsistency between provisions of the bid specifications or contract, or any point requiring explanation, must be inquired into by the bidder, in writing, at least forty-eight (48) hours prior to the time set for opening proposals.

Q. AGREEMENT NOT ASSIGNABLE:

This Agreement is not assignable by the Contractor without the prior written consent of the Village, but subject to that restriction, shall be binding upon and inure to the benefit of, the successors and assigns of the Contractor. The Village shall be under no obligation to so consent. If Contractor assigns the Agreement without the prior written consent of Village, this Agreement, at Village's option, shall be terminated.

SECTION III

SERVICE PROVISIONS

A. INTENT:

It is the intent of these specifications to obtain clean, courteous, well-scheduled and well-executed collection and disposal of refuse inclusive of the collection and recycling of those recyclable materials named herein from the residential properties in the Village during the period starting no later than May 1, 1991.

It is further the intent through these minimum specifications to establish a minimum basis for which to compare competing proposals. All Bidders shall submit proposals with costs for those minimum services as delineated herein. Altered, alternate and expanded services above and beyond the minimum program herein will be considered. The Village of Kirkland desires to provide an optimum Refuse and Recyclables Collection and Disposal program for the Citizens of Kirkland in a most cost efficient and most effective manner and in full compliance with present and antici-

pated governing State of Illinois rules and regulations. It is the intent that the most recent and technical methods and methodologies shall be incorporated and utilized.

Any such proposal or proposals above and beyond the minimum shall be fully and clearly delineated complete with costs, time tables, schedules, etc. New ideas and initiatives are encouraged and invited.

B. MINIMUM SERVICES

The Contractor agrees to furnish all labor, materials and equipment to make one (1) complete weekly collection of all refuse, garbage, rubbish, and recyclables from each Service Unit within the Village limits of the Village of Kirkland.

Each "Service Unit" may have an unlimited number of bags and/or containers of the type and weight as specified herein. Recyclable materials are to be placed in and/or along side the Recyclable Material Container specified herein.

All services provided shall at all times be in full compliance with all governing Local, State and Federal laws, rules, licensing and regulations.

C. SERVICES TO VILLAGE FACILITIES

The successful Bidder shall supply a dumpster for the Kirkland Village Hall at 512 West Main Street, Kirkland, Illinois and at the Kirkland Sewer Plant at 300 North Seventh Street, Kirkland, Illinois and shall, on an as needed basis, but not more than once per week, collect refuse from said dumpsters at no cost to the Village. The successful Bidder shall also collect recyclables from each of the above locations on a weekly basis at no cost to the Village.

Contractor agrees to provide, at no cost to the Village, weekly refuse collection for the six (6) Village-Owned refuse containers along Main Street. The Village shall provide the Contractor with a list or map of the locations of such refuse containers.

D. PROMOTION AND EDUCATION:

The successful Bidder shall participate in promotional and educational efforts as outlined below:

The successful Bidder, at its own expense, shall notify all customers of their day of pickup in advance of the start up of the service herein described and of any changes in routes or pickup days during the duration of the Contract. The notification shall include instructions on the proper use of recyclable material storage and disposal containers and such promotional materials as necessary to establish and maintain maximum participation by the customers.

E. PAYMENT:

The Contractor is to be paid on the basis of there being approximately 331 residential "Service Units" on the date of this bid proposal and at the beginning of the term of the contract on May 1, 1991. It is the responsibility of the Contractor to verify the actual number of service units and use his verification as the basis of his bid. Adjustments to the contract will be made semi-annually after the award of the contract. Each service unit shall receive a once a week service.

Upon presentation of an acceptable bill, the Village will pay the Contractor the contract price, plus any credits and less any charges, as outlined in these specifications. Monthly payments shall usually be made within fifteen (15) working days following the receipt of invoice on a monthly basis.

Should the Contractor fail to observe any of the features of the contract resulting from these specifications, the Village may withhold the regular monthly payments until satisfied that the contract has been observed.

F. COMPENSATION FROM THE PROPERTY OWNER OR TENANT:

The Contractor shall negotiate directly with the property owner or tenant of the premises for garbage, refuse collection, disposal and curbside recycling collection service in excess of the basic minimum as provided for herein by the Village.

G. ADJUSTMENT OF BASE COMPENSATION UPON CHANGE IN RESIDENTIAL UNITS:

The compensation to the Contractor shall be adjusted semi-annually on the basis of increases or decreases in the number of units in the Village during the preceding six (6) month period. Such computation of changes in the number of units shall be made by the Contractor and reported in writing to the Village for its review and approval, within ten (10) days following the close of the six (6) month period, the changes in compensation to the Contractor to be effective as of the first day of said new six (6) month period. It is the intention of the parties hereto that the Village shall not compensate the Contractor for additional units until the beginning of the next six (6) month period, nor will the amount of monthly compensation be diminished.

H. SCHEDULE AND TIME OF COLLECTIONS:

The Contractor agrees to make collections from each Service Unit within the Village limits of the Village of Kirkland. Collections shall be on Wednesday and shall not begin before 7:00 a.m. nor continue after 7:00 p.m.

Once the schedule has been approved initially, the schedule shall not be changed without the written consent of the Village of Kirkland, nor without giving a minimum of thirty (30) days written notice to all parties affected and by publishing an

advertisement in an issue of the local newspaper fifteen (15) days prior to the schedule change.

I. APPROVED CONTAINERS:

Refuse Containers shall be of standard, waterproof metal or plastic construction, with handles and tight lids and no larger than 32 gallons in capacity, standard plastic bags, or a disposable refuse bag or liner of not less than gauge .0015 for plastic or 2-ply, 50 pound weight strength paper; and shall not exceed a total weight when filled of fifty (50) pounds. The Contractor shall have the option to utilize hydraulically lifted ninety (90) gallon containers, but must negotiate with individual property owners for compensation.

Small amounts of building materials resulting from do-it-yourself projects if placed in approved containers or securely tied and in bundles not exceeding four (4) feet in length and fifty (50) pounds in weight.

The Contractor shall not be required to collect garbage and rubbish unless it is in approved containers or is self-contained and placed out for collection as herein specified.

J. APPROVED RECYCLABLES BIN:

The Contractor shall supply and distribute at least one recycling container to each residential unit and shall provide for the initial distribution of containers to all curbside collection accounts. The initial distribution of containers shall be made at the front door of curbside accounts. Included with the containers shall be a copy of an information sheet explaining the recycling collection program. Copies of the information sheet shall be provided by the successful Bidder upon approval by the Village prior to container distribution.

The bin shall be a minimum of a twelve gallon plastic container and shall include the lettering "Property of the Village" for more information call 1-800-892-0745. On the ends of the bin shall be the wording "We Recycle" and the universal recycling logo. The Contractor shall include replacement bins and shall be delivered on an "as needed" basis to replace bins which are lost, stolen or damaged during the life of the program. If the bins are consumed during the life of this contract, the Contractor shall provide for any additional replacement bins at the contract price. Additional bins per "Service Unit" shall be provided upon request up to a maximum of two containers per Service Unit at no additional cost to the Village or Service Unit.

The Contractor agrees that it will promptly replace recycling bins at its expense, when notified by a resident that a recycling bin is damaged. The Contractor shall leave at the point of collection the containers used and any protective covers used to keep material dry.

No receptacles are necessary for such items as large and bulky appliances (refrigerators, washing machines, stoves, dryers, etc.), large toys, furniture, empty cartons, empty crates, brush and branches, Christmas trees, and other such large discarded household objects.

Containers to be used for the pick up of recyclable materials shall be made of non-corrodible material.

The Contractor shall not be required to collect recyclable materials unless they are placed in said approved container(s) or in the case of newsprint/plastic milk containers, placed on top of other materials in said container or neatly placed along side said container.

K. PLACE OF PICK UP:

The Contractor is responsible for public street/alley pickup of all residential locations and designated public service and public litter container locations that the Village presently collects. Property owners are responsible for placing receptacles close to, but not encroaching upon the public street/alley abutting the property for which they are provided, and shall be not more than two (2) feet from the public street curb/alley and easily accessible to the collector. All garbage storage areas shall be maintained by owners and operators in a clean condition.

L. PLACEMENT OF CONTAINERS:

The Contractor shall return all containers at each Stop to the location at which they were found. Containers are to be handled with reasonable care to avoid damage. Covers must be replaced on all containers. Any contents spilled for whatever reason on the parkway, premises, or streets are to be cleaned up in a workmanlike manner. In order to clean up, a broom and shovel will be required on each vehicle.

M. REPLACEMENT DAMAGE:

The Contractor is responsible for damages resulting from careless handling of any receptacle. All containers which suffer damage caused by the Contractor shall be replaced by the Contractor at no extra charge to the user or to the Village. The containers so supplied shall become the property of the owner.

N. UNACCEPTABLE MATERIAL:

The Contractor may refuse to accept for the regular collection: 55 gallon drums, radioactive materials, poisons, liquid waste, paint or similar products, batteries, acids, caustics, explosives, hot ashes, used motor oils, stone, dirt, construction material from significant, or of contracted construction, remodeling and demolition projects, single parcels heavier than two (2) men can lift, motor vehicle parts or loose materials not secured in bundles or approved receptacles.

O. ACCEPTABLE MATERIAL:

All refuse normally produced by residential properties shall be accepted including, but not necessarily limited to, bulky household fixtures, appliances, furniture and yard wastes, not to exceed fifty (50) pounds per item. All acceptable materials, except for bulky material (i.e. materials not suitable for placement in approved refuse containers: Appliances, furniture, etc.) shall be picked up by the Contractor on the day of regular scheduled collection, but not more than two (2) large items per week.

All acceptable bulky material shall be picked up by the Contractor within one working day of the regular pickup schedule or upon notification of the pickup request by the Village if not picked up with the regular service.

P. TITLES TO WASTES:

All garbage, refuse and recyclables collected shall become and be the property of the Contractor as soon as the same is placed in the Contractor's vehicle.

Q. DISPOSAL:

All garbage shall be removed from the Village at the close of each day of collection and shall be disposed of at a lawfully operated sanitary landfill site located outside the Village and at Contractor's sole expense. The Contractor warrants that sufficient sites for the disposal of said waste will be available to the Contractor during the full term of this Agreement.

R. HOLIDAY:

Collection normally falling on the following list of days may be scheduled for the first working day prior to or following the legal holiday, or Saturday, as necessary, for that week only:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

S. EMERGENCIES:

The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or the like, which require additional hauling equipment by the Village, its equipment shall be placed at the disposal of the Director of Public Works upon request for such temporary use, provided that for such use the Village shall pay the operating cost of such equipment or labor as it is used.

T. COLLECTION VEHICLES:

All vehicles used for collection purposes shall be modern, fully enclosed, leakproof packer-type with self-contained mecha-

nisms to compress the material collected. Vehicles shall be kept clean and neat. Vehicles shall be labeled with the firm's name, address, and telephone number of the refuse collector's DeKalb contact number. All vehicles shall be kept water tight. Drain plugs, if available, shall be kept closed except during collections in rainy weather. A vehicle identification number shall be printed clearly on each vehicle.

All of the recycling and collection equipment must be maintained and operated in compliance with all local and state statutes, ordinances and regulations and to assure the safety of the collection crew and residents of the Village. All collection equipment shall be covered and secured to prevent material blowing, leaking, or falling out during transit.

Should the Contractor desire to use different vehicles or those with extra large capacity, specific written approval of the specific vehicle in question shall be obtained from the Director of Public Works prior to the date of time of the bid opening after an actual demonstration of the vehicle on the streets of DeKalb.

U. CHANGE IN SERVICE:

Should the Village wish to change the type of service provided during the term of the contract as to type of material collected, method of handling, method of collection, stops served, etc., the Village shall have the option to initiate the change in service by serving a written notice to the Contractor at its place of business at least 30 days prior to the date such service is to begin. Both parties agree to negotiate the terms, frequency, and price of such change in service after such written notice is served.

V. LOCAL IMPROVEMENTS:

The Village of Kirkland reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. He shall, however, by an acceptable method, continue to provide all collection services to the extent as though no interference existed upon the streets formerly traversed. This shall be done without extra cost to the Village of Kirkland.

W. BID FORM:

All bid forms must be submitted with quotations. Bid forms marked "No Bid" may be cause for the Village of Kirkland to reject all other parts of this bid submitted by the contractor.

Each Bidder responding to this invitation to bid shall complete the bid forms as submitted herewith.

X. CHARGES AND RATES FOR MINIMUM SERVICES:

For the minimum service provided as defined herein, the Contractor shall charge for those services according to the bids as submitted on the accompanying bid forms.

Landfill disposal costs may fluctuate during the term of the Agreement. To automatically accommodate cost adjustments directly related to landfill disposal within the framework of the Agreement the following formula will be utilized:

Average Monthly Refuse per Residential Customer (in compacted cubic yards) x Landfill Charge per compacted cubic yard = Landfill Disposal Cost per Residential Customer

The Landfill Charge shall consist of all of the applicable disposal charges inclusive of the State of Illinois Solid Waste Fee.

Landfill Charge adjustments to the Village shall only be permitted once per contract year. The Landfill Charge rate utilized shall be that rate which shall be in effect as of the date of the adjustment. The Village shall have the right to verify the landfill charges paid by the Contractor to the landfill operator.

The Landfill Charge adjustment will be reflected in the Refuse Rate in the Basic Bid and Alternate Bid #1 and in the per bag rate in Alternate Bid #2 A & B. The Landfill Charge adjustment will not affect or change the Recyclables rate in the Basic Bid or Alternate Bid #1 and #2 A & B, nor will the Landfill Charge adjustment affect or change the small appliance, large appliance or furniture rates in Alternate Bid #1.

VILLAGE OF KIRKLAND

CONTRACT

THIS AGREEMENT, made and concluded this 22nd day of April, 1991, between the Village of Kirkland acting by and through its Village Council, known as the party of the first part, and Elgin Wayne Disposa, their executors, administrators successors or assigns, known as the part of the second part.

WITNESSED: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms contained herein.

And it is also understood and agreed that the Advertisement for Proposals, Instructions to Bidders, Service Provisions, Bid Forms, Attachments and/or Exhibits hereto attached, are all essential documents of this Contract and are a part hereof.

In the event that any provision and any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be specifically stated otherwise.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this instrument to be executed in two (2) original counterparts, the day and year first above written.

BY: ELGIN WAYNE DISPOSAL
CONTRACTOR

Frank McCoy General manager
NAME TITLE

(SEAL)
ATTESTED

Nedene H. Carlson
ATTEST

OFFICIAL SEAL
NEDENE H. CARLSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXT. OCT. 21, 1991

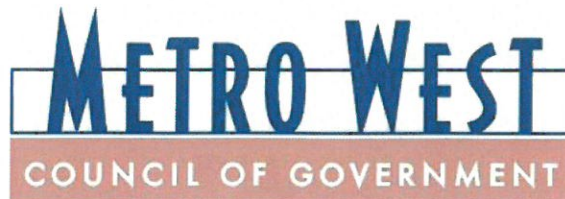
TITLE

(SEAL)
ATTESTED

Patricia Stott
VILLAGE CLERK

FOR: VILLAGE OF KIRKLAND

BY: Fred Manni
PRESIDENT



2019 LEGISLATIVE BREAKFAST INVITATION

Please join us for this opportunity to speak with local legislators about legislative issues and the broader challenges facing the State of Illinois in the upcoming legislative session.

Wednesday, January 23, 2019

Waubonsee Community College
Academic and Professional Center
Sugar Grove, IL

7:30 a.m. Registration and Buffet Breakfast
8:00 a.m. Discussion with Legislators
9:30 a.m. Adjournment

Route 47 to stop light at College Drive (North Entrance). Turn in to the campus and turn right at the first intersection. The Academic and Professional Center building will be on your right. There is parking on both sides of the building.

Please return reservation form by Thursday, January 16, 2019

Via email to metrowest1565@sbcglobal.net or fax to 630-859-1336

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Company/Unit of Gov't.: _____

Address: _____ City & Zip: _____

Phone: _____ Email: _____

Members/Business Partners: \$20.00

Non-Members: \$25.00

Please call 630-859-1331 to make a payment via credit card and make checks payable to:

Metro West Council of Government
5 East Downer Place – Suite E, Aurora IL 60506

(No shows and cancellations after January 16th will be billed in full.)

December 3, 2018

Village of Kirkland
511 W Main Street
Kirkland, IL 60146

Dear Village President and Board Members:

My wife and I have just recently purchased the building at 500 W Main Street in Kirkland. As you all may very well know, this building is quite dated with very little, if any, updates made in the past several years. Because of this, we will be doing an extensive (and much needed) complete remodel of the interior, along with bringing the building up to code. To do just what is needed to do to bring the building up to code will be very costly.

We understand that there are funds available in 2019 from the village to assist with the exterior work of the building. The following are some of the items we would like to do to improve the appearance of the outside of the building:

New commercial doors on front and side
New windows on front and side where window air conditioners currently are
Window trim on all exterior windows
New blacktop in back of building

If the blacktop would be a possibility, I would be happy to get a sufficient number of quotes for the village to consider. Any assistance from the village on any of the above mentioned items would be greatly appreciated.

We would be happy to meet with the entire board at your convenience to further discuss this and would be more than happy to share with everyone our plans for the interior of the building as well.

We are both very excited for this new venture and look forward to being an active part of the Village of Kirkland.

Thank you in advance for considering our request.

Dallas and Tina Lawson

562 Denise Drive
Davis Junction, IL 61020
815-482-4479

Invoice

TIF funding request for payment as approved at the November 6, 2017 Village Board meeting – Village of Kirkland

Invoice 4/21/2018 – Updated November 2018

TIF Approved Amount:	\$27,000.00
Less Concrete Repairs:	\$2,585.00
Final Invoice Request:	\$24,415.00

Request for payment includes the following scope of work completed at 526 West Main Street, Kirkland, IL: (Also see attached James Taylor Contractors summary document.)

- Removal of utilities and disconnection of services
- Placing temporary fencing around the area immediately prior to work, removed when complete
- Demolition of the existing structure
- Removal & haul away of the building brick, lumber and other construction material
- Clean up of the site
- Excavation of the site and prepare for backfill
- Hauling in clean fill and leveling to prepare for grading and seeding
- Seeding of the area
- Concrete Repairs By Village of Kirkland Contractor

Payable to David Engelbrecht. For your records my address is below. Due to the amount of this invoice I would prefer to either pick up the payment in person or make other arrangements instead of by mail.

David Engelbrecht
2409 Bockman Road
Marengo, IL 60152

Attachment copies/documents:

James Taylor Contractors paid invoice of \$37,058.
Cleared check payments to contractor Total \$37,058
James Taylor Contractors job summary
Concrete repair document as provided by Village of Kirkland \$2,585.



INVOICE

Commercial - Residential - Industrial
 Site Preparation - Earth Moving - Excavating
 Finish Grading

DATE: March 31, 2018
 INVOICE #: E-1
 FOR: Kirkland Bldg.
 Demolition
 W. Main & S.
 Sixth St.

James Taylor Contractors
 21810 Grange Rd.
 Marengo, IL 60152
 Phone 815-482-3659

Bill To:

Mr. David Engelbrecht
 N. Bockman Rd.
 Marengo, Illinois 60152

DESCRIPTION	AMOUNT
Itemized as follows:	
Dec. 14, 2017 Paid to B & B Roll-Off & Recycling.	\$3,216.00
Dec. 29, 2017 Paid to B & B Roll-Off & Recycling.	\$6,442.00
Jan. 20, 2018 Paid to B & B Roll-Off & Recycling.	\$3,500.00
Feb. 5, 2018 Paid to B & B Roll-Off & Recycling.	\$7,250.00
Feb. 7, 2018 Paid to Stark Services for trucking.	\$1,050.00
March 21, 2018 Paid to Wagner Aggregates Inc. for 20 loads of fill.	\$1,400.00
Dec. & Jan. 2017 & 18 Paid for incidental labor.	\$1,000.00
Dec. Jan. March & April 2017-18 Total of 132 Hours of Equip. Time, \$100 @ =	\$13,200.00
TOTAL	\$ 37,058.00

*Paid
 April 5, 2018
 James Taylor*

THANK YOU FOR YOUR BUSINESS!

Jim Taylor

DAVID N. ENGELBRECHT 03/08 3002
 TERIE R. ENGELBRECHT 70-2238711
 2409 BOCKMAN RD
 MARENGO IL 60129410

Date 4-5-2018 CHECK DEPOSIT

Pay to the Order of James Taylor Contractors \$ 13,529.00
thirteen thousand five hundred twenty nine Dollars

Alpine Bank
 P.O. BOX 6000 ROCKFORD, IL 61105-1000

For Kirkland Demo payment David N Engelbrecht

⑆074923307⑆ [REDACTED] 3002

28 2813 [REDACTED] <871982629>
 FIRST NATIONAL BANK
 20 2013 [REDACTED]
 <071902629>

James Taylor Contractors

DAVID N. ENGELBRECHT 03/06 3003
 TERIE R. ENGELBRECHT 78 2202719
 2409 BOCKMAN RD
 MARENGO IL 601828410

Date 4-5-2019 CHECK NUMBER

Pay to the Order of James Taylor Contractors \$ 13,529 ⁰⁰
Thirteen thousand five hundred twenty nine Dollars

Alpine Bank
 P.O. BOX 8086 ROCKFORD, ILLINOIS 61103-8086

For Kirkland Demo payment David N Engelbrecht

⑆076923307⑆ [REDACTED] 3003

28-2813 [REDACTED] 67190262

FIRST NATIONAL BANK
 20 2013 [REDACTED]
 <071902629>

James Taylor Contractors

DAVID N. ENGELBRECHT 02/06 3004
 TERIE R. ENGELBRECHT 78-7300/711
 2409 BOCKMAN RD
 MARENGO IL 601620410

4-5-2018 Date

Pay to the Order of James Taylor Contractors \$ 10,000⁰⁰
Ten Thousand and 00/100 Dollars

Alpine Bank
 P.O. BOX 8081 ROCKFORD, IL 61105-1081

For Kirkland Demo Payment David Engelbrecht

@0769233071; [REDACTED] 3004

28 2913 [REDACTED] 071992523

FIRST NATIONAL BANK
 20 2013 [REDACTED]
 <071902629>

James O. Taylor



*Commercial - Residential - Industrial
Site Preparation - Earth Moving - Excavating
Finish Grading*

James Taylor Contractors

21810 Grange Rd.
Marengo, IL 60152
Phone 815-482-3659

INVOICE #: E-1

FOR: Kirkland Bldg.
Demolition
W. Main & S.
Sixth St.

The following work was provided for the demolition and removal of the building at the corner of 6th & 72, 526 West Main, Kirkland, Illinois.

Work began in November by placing temporary fencing around the area with removal of the fence after the work was complete.

After the demolition of the structure began, B&B Roll-Off & Recycling provided disposal services. This service was billed to my company at regular intervals and paid for in four separate payments. One payment was made on December 14 and one on the 29th. Additional payments were made on January 20th and February 5th of 2018. During that time B&B provided eight roll-off dumpsters for sorted material which was removed between the dates of December 5, 6, 7, 11, 12, 13, 15 and 18th of 2017. Additional material was removed by semi-trailer between the dates of December 18, 20, 22nd of 2017 and three loads on January 9, 2018.

The final demolition material was removed approximately January 11th 2018. Excavation of the site to prepare for backfill began including hauling in 20 loads of clean fill by Wagner aggregates. After final grading, seeding of the area began.

Labor for the project included 132 hours plus. This included equipment time and incidental labor.

Respectfully submitted:

James O. Taylor

Proposal

KUBERSKI CONCRETE
PO BOX 517
MIRKLAND IL 60146
815-752-1919
KUBERSKI@CONCRETE@SMALL.COM

PROPOSAL SUBMITTED TO <i>MAIN ST Damaged</i>	JOB NAME <i>Repair</i>	JOB #
ADDRESS <i>Kirkland IL 60146</i>	JOB LOCATION	
PHONE #	DATE <i>6-1-18</i>	DATE OF PLANS
FAX #	ARCHITECT	

We hereby submit specifications and estimates for:

<i>13'6" B-624 CURB TAKE OUT AND REPLACE</i>	<i>\$1200.⁰⁰</i>
<i>15'x5'x5" MAIN SIDE WALK</i>	<i>565.⁰⁰</i>
<i>28'x4'x4" DAMAGED SIDEWALK</i>	<i>700.⁰⁰</i>

USING 6'CBAY CONCRETE MIX

BIDIC FILL & SAND AREAS

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of

\$ *Total 2,585.⁰⁰* Dollars

with payments to be made as follows: *on Completion*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note - This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Public Works Appropriations For December 2018

1. 2 Business Desktop Computers (Towers, and software).....\$ 1,680.00

This Price includes 2 Desk top Towers and Windows Office Pro with Lifetime subscription so there is no yearly licensing fees. This price includes an external DVD Writer / Reader for the computers for engineering, training, and sewer camera DVD work. We will use the old Monitors, Keyboards, and Mice.

2. Meter Reader for setting up Radio Read meters.....\$

This is the reader necessary for installing and maintaining the new radio read meters .

3. Pulic Works will be ordering Ten bags of poly and Liquid Chlorine

For the wells. Price will be dependent upon the volume

Delivered per usage by delivery date. We are ordering

For a fill before the holidays.....\$ Depends on volume

4. Lettering for New Public Works Trucks.....\$

5. Duraliner for New Service Truck Bed.....\$ 850.00

Dekalb County Lifts Kingston, Illinois.

6. 12Ga. ,14 GA., and 16 Ga. 500 ft. rolls of wire in various colors.....\$ Approximately \$ 565.00

Rolls of wire for wiring new Chlorine pumps at Well 3, Wall Pack Lighting at WWTP, Redoing some of the substandard wiring in the Cold Storage Building, Salt Shed, Fuel Pumps, and The De- Chlorination Building. This wire is necessary to finish some started projects and will be used in some of the listed projects. To date we have been using up rolls already in stock at the WWTP. These have been priced from Menards and Lowes. We have Commercial Accounts at these Stores.

The rest of the appropriations I have chosen to wait and put in next year's 2019-2020 Budget.

1.) A Gasoline Powered Hot Water Pressure Washer . Used for maintaining equipment primarily Salt Trucks and Snowplows after each event as well as tractors after plowing and ditch work.
2.) GM Factory Style Running Boards for both new trucks. Running boards protect the sides of the truck while snowplowing, aid in reducing slip and fall hazards, and preserve the edges of the seats from people sliding down when exiting rather than stepping out. GM running boards run about \$ 500.00- \$ 600.00 a truck. Public Works will install them.

3.) Underbody Tool Boxes for the new Dump truck for carrying Tow Chains, Chain Saws, and Hand Tools. They will run about \$ 700.00- \$ 800.00 for both Boxes. Public Works will install them.

Maximize your budget with up to 35% savings on select PCs before 2018 ends. Use coupon SAVE35 in cart to access savings.

[Shop Now](#) | [Questions? Call 1-877-302-3355](#) or [Click to Chat](#)

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Intel® Core™ Processors

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Serious productivity. Space-saving design.

Ultracompact business desktop with versatile mounting options for a customized workspace. With 8th gen Intel® Processors and best-in-class security.

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Starting at \$739.00



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[Add to Cart](#)



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Product Details

Drivers, Manuals & Support

Tech Specs & Customization New OptiPlex 3060 Micro

[View all configurations](#)

[Customize](#)

Processor

Intel Core™ i5-8500T (6 Cores/9MB/6T/up to 3.5GHz/35W); supports Windows 10/Linux

Included in price

Operating System

Windows 10 Pro 64bit English, French, Spanish

Included in price

Microsoft Office 365 (Word, Excel, Powerpoint, Outlook & more)

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No Office license included.

For the best experience, Dell recommends selecting an Office 365 option on the right.

To learn more, click on [Help Me Choose](#).



Not sure if an Office subscription is right for you? By choosing Office 365, you will have the latest versions of Word, Excel, PowerPoint, OneNote and Outlook, plus 1TB of cloud storage. Choose between the subscription for 1 user (Office 365 Personal) or up to 5 users (Office 365 Home), and always have access to your documents from your mobile phone, tablet, PC or Mac.

If subscription is not for you, all your favorite Office applications are also available as a one-time purchase to install on 1 PC only. Choose between Office Home & Business 2016 & Office Professional 2016 under Productivity Software below.

[Help Me Choose](#)

None

None

Included in price

Annual Subscription up to 5 devices

Office 365 Business annual subscription

+ \$99.00



Work from anywhere on all your devices with all your familiar Microsoft Office applications, backed by Dell's Cloud Concierge Service.



Office 365 Business Premium annual subscription

+ \$163.00

Work from anywhere on all your devices with all your familiar Microsoft Office applications, backed by Dell's Cloud Concierge Service.

Microsoft Office

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No Office License

- Microsoft Office 30 Day Trial **Included in price**

Microsoft Office 2019

- Microsoft® Office Home and Business 2019 **+ \$357.13**
+ \$229.99
For a limited time, save on Microsoft Office Home and Business 2019
- Microsoft® Office Professional 2019 **+ \$628.56**
+ \$399.99
Limited time offer: save on Microsoft Office Professional 2019

Memory ⁱ

8GB 1X8GB DDR4 2666MHz Non-ECC **Included in price**

Hard Drive

M.2 256GB SATA Class 20 Solid State Drive **Included in price**

Systems Management

No Out-of-Band Systems Management

Included in price

Wireless

Qualcomm® QCA9377 Dual-band 1x1 802.11ac Wireless with MU-MIMO + Bluetooth 4.1 with Internal Antenna

Included in price

Chassis Options

OptiPlex 3060 Micro with 65W up to 87% efficient adapter

Included in price

Stands and Mounts

- No Integrated Stand option Included in price
- Dell OptiPlex Micro Vertical Stand \$0.00
- Dell OptiPlex Micro All-in-One Mount for E-Series Monitors + \$35.00
- Micro Dual VESA Mount with Adapter Box, D9 + \$25.00
- Micro VESA Mount with Adapter Box, D9 + \$20.00

[▼ more](#)

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PDF Solutions

PhantomPDF



Foxit Software

Fast, Affordable, & Secure PDF Solutions

- Foxit PhantomPDF Standard + \$99.00
- Foxit PhantomPDF Business + \$129.00


Dell Recommended

Mozy Backup and Recovery

Also included in this system

The following options and default selections are included with your order.

- No Additional Hard Drive
- No Parallel or Serial Port
- No Cable Cover
- No External Speaker
- OS-Windows Media Not Included
- NO INTEL RESPONSIVE
- 65 Watt AC Adapter
- PowerDVD Software not included
- Trusted Platform Module (Discrete TPM Enabled)
- No Computrace

 35% off list price with coupon **SAVE35** in cart

New OptiPlex 3060 Micro

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List Price	\$1,055.72
Total Savings	\$316.72
Standard Delivery	Free
Dell Price	\$739.00

Dell Business Credit

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Get it as soon as **Wednesday, Jan 23** when you choose **Express Delivery**
[View Delivery Dates - 60146](#)

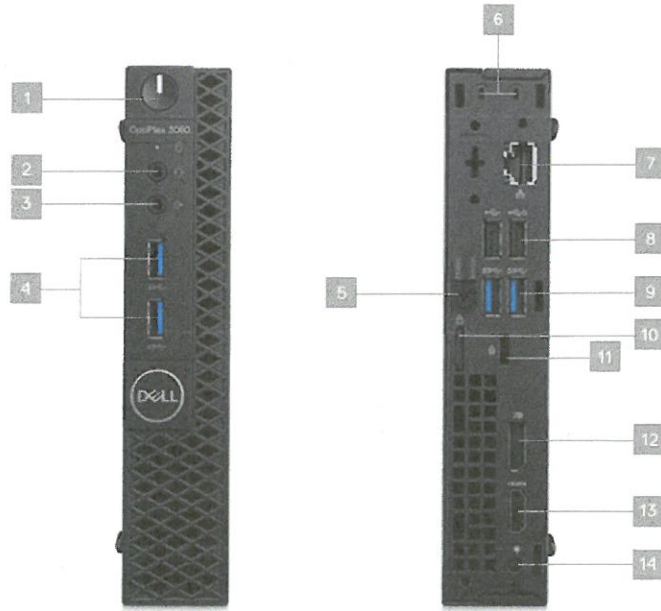
Order Code s019o3060mffus

[Add to Cart](#)

[Review Summary](#)

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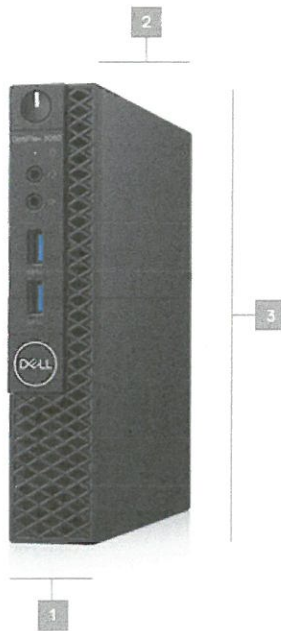
Features



Call or Chat

Ports & Slots

1. Power Button | 2. Universal Audio Jack | 3. Line-out | 4. USB 3.1 Gen 1 Ports (2) | 5. Thumbscrew | 6. Knock-out Slots for Wireless Antennas | 7. RJ-45 | 8. USB 2.0 Ports (2) (1 with Smart Power on) | 9. USB 3.1 Gen 1 Ports (2) | 10. Padlock Loop | 11. K-lock Slot | 12. DisplayPort | 13. HDMI Port | 14. Power Connection



Dimensions & Weight

1. Width 1.4" (3.6cm) | 2. Depth 7.0" (17.8cm) | 3. Height 7.2" (18.2cm) | Minimum Weight 2.6lb (1.18kg)

Dekalb County Lifts

300 Jefferson Dr.
Kingston, IL 60145

Estimate

Date	Estimate #
12/11/2018	128

Name / Address
Village of Kirkland

Project

Description	Qty	Rate	Total
Rhino Lining 10' Service body bed and top of boxes	1	850.00	850.00
Illinois Sales Tax		6.25%	0.00
Total			\$850.00