

AGENDA
Board of Trustees Regular Meeting
Village of Kirkland
Kirkland, Illinois 60146
Monday, June 4, 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. Economic Development
 - 5. 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
 - 1. Update on Economic Development Study with NIU Center for Governmental Studies
 - 2. Update on Mediacom Building Lease Ordinance Proposal
- XI. New Business
 - 1. Approval of Ordinance No. 2018-05 / Ordinance Authorizing Aggregation of Electrical Load
 - 2. Approval of Ordinance No. 2018-06 / Ordinance Establishing Prevailing Wage Rates for the Village of Kirkland for 2018
 - 3. Approval of Ordinance No. 2018-07 / An Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method Within the Subject Area of the Village of Kirkland, Illinois
 - 4. Approval of Fehr-Graham to provide 2018 Village of Kirkland Street Project Quote and Bid Package per plan identified by Streets Department
 - 5. Approval of Gary W. Anderson to provide Architectural Services to Village of Kirkland for Kirkland Community Center
 - 6. Approval to replace sidewalks on 3rd Street, Kirkwood and within TIF District
 - 7. Approval to purchase Zero Turn Lawn Mower from DeKalb Lawn & Equipment Company
 - 8. Approval to purchase LED Lighting for Downtown Street Lights from LED Rite
 - 9. Approval of Public Works Expenditures for June 2018

- XII. Executive Session
 - 1. Appointment, Compensation, Discipline, Discharge and/or Performance of Specific Employees [pursuant to 5 ILCS 120/2(c)(1)]
- XIII. Actions from Executive Session
 - 1. Approval of Wage Increases for Village Employees
- XIV. Adjournment

Village of Kirkland
Kirkland, Illinois 60146
Budget Public Hearing
Meeting Minutes
Monday, May 7, 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 DeVlieger, Trustee Harvel, Trustee Micele and Trustee Wiegartz. Trustee Ford absent. Also in attendance is Police Chief Adam Davenport and Village Attorney Brad Stewart
- III. Pledge of Allegiance – Village President Block led the meeting in saying the Pledge of Allegiance
- IV. Open Hearing by Village President Block - President Block opened the Public Budget Hearing.
- V. Discussion of Village of Kirkland Budget for Fiscal Year 2018-2019 - Trustee DeVlieger asked why the revenue is \$150,000.00 off from the previous year. President Block explained that it is from the garbage. Because garbage is like water and sewer, what comes in goes out. We do not make any money off of it. So the garbage will be its own fund. Steve asked so with that revenue and budget number we are showing variants of \$95000.00. President Block explained yes that we have budgeted to do some additional paving work this year that would take us into some of our reserves. We are budgeting \$120000.00 in the Streets along with what we get from RLF and then the little bit from the TIF. Trustee Micele asked seeing that they just got the budget on Thursday, if we were going to try and pass it tonight. President Block said yes.
- VI. Opportunity for Public Questions and Comments - Jean Klock asked if someone could explain how the 911 dispatch fees are calculated. Chief Davenport said it is based on the call volume. Jean thought that it was a lot of calls if that is what it is based on.
- VII. Close Hearing - Hearing was closed at 7:10 P.M.

ATTEST:

Carol Stiegman
Village Clerk

Ryan Block
Village President

**Village of Kirkland
Kirkland, Illinois 60146
Board of Trustees Regular Meeting
Monday, May 7, 2018**

OFFICIAL MINUTES

- I. **Call to Order.** Village President Block called the meeting to order at 7:12 P.M. and asked for a roll call.
- II. **Roll Call.** Members answering present as follows: Trustee Ziegler, Trustee DeVlieger, Trustee Harvel, Trustee Micele, & Trustee Wiegartz. Trustee Ford absent. Also in attendance is Police Chief Adam Davenport and Village Attorney Brad Stewart.
- III. **Approval of Minutes** - President Block asked for a motion to approve the Regular Board Meeting Minutes from April 2, 2018 . Trustee Ziegler made the Motion to approve the Meeting Minutes for April 2, 2018 with a 2nd by Trustee Wiegartz. On a roll call vote Trustees Micele, Wiegartz, Harvel, Ziegler and DeVlieger voted yes with Trustee Ford absent. Motion carried.
- IV. **Approval of Warrant** - President Block asked for a motion to approve the Warrant in the amount of \$45,846.44. Trustee Ziegler made the motion to approve the warrant in the amount of \$45,846.44 with a 2nd by Trustee DeVlieger. On a roll call vote Trustees Wiegartz, Harvel, Ziegler and DeVlieger voted yes, Trustee Micele voted no and Trustee Ford is absent. Motion carried.
- V. **Financial Report** - Nothing to report
- VI. **Reports**
 - 1) **Police Report** - 101 reportable calls for the month of April. Chief Davenport is having Coffee with the Cops later in the month. He passed out flyers and Linda Felt asked if she could put it on the Library website.
 - 2) **Public Works** - Dale could not make it to the meeting due to health reasons.
 - 3) **Committee Reports** -
 - a) Police Committee - Nothing
 - b) Ordinance Committee - Nothing
 - c) Finance Committee - Had a meeting on May 1, 2018 to go over budget
 - d) Water & Sewer Committee - Had a Committee meeting on April 18, 2018, talked about the Budget
 - e) Streets & Alley Committee - Had a Committee meeting on April 18, 2018, talked about the Budget
 - f) Parks Committee - Nothing
- VII. **Scheduled Speaker** - We had no scheduled speakers this month
- VIII. **Approval of Committees and Appointments**
 - 1) **Approval of Village Committees of the Board** - Trustee Micele expressed to the Village President that she did not want to be on the Finance Committee. After some thought President Block stated that he will keep them as presented and see how it goes. Village President asked for a

motion for approval of Village Committees of Board as presented. Trustee Ziegler made a motion to approve the Village Committees of the Board with a 2nd by Trustee Wiegartz. On a roll call vote Trustees Harvel, Ziegler, DeVlieger and Wiegartz voted yes, Trustee Micele voted no and Trustee Ford is absent. Motion carried.

- 2) Appointment of Village Attorney - President Block asked for a motion to appoint Brad Stewart as the Village Attorney. Trustee DeVlieger made a motion to appoint Brad Stewart as the Village Attorney with a 2nd by Trustee Wiegartz. On a roll call vote Trustees Ziegler, DeVlieger, Micele, Wiegartz and Harvel voted yes with Trustee Ford absent. Motion carried
- 3) Appointment of Chief of Police - President Block asked for a motion to appoint Adam Davenport as the Chief of Police. Trustee Ziegler made a motion to appoint Adam Davenport as the Chief of Police with a 2nd by Trustee Wiegartz. On a roll call vote Trustees Ziegler, DeVlieger, Micele, Wiegartz and Harvel voted yes with Trustee Ford absent. Motion carried
- 4) Appointment of Water & Sewer Supervisor - President Block asked for a motion to appoint Joe Caveny as Water & Sewer Supervisor. Trustee DeVlieger made a motion to appoint Joe Caveny as Water & Sewer Supervisor with a 2nd by Trustee Ziegler. On a roll call vote Trustees DeVlieger, Micele, Wiegartz, Harvel and Ziegler voted yes with Trustee Ford absent. Motion carried
- 5) Appointment of Streets Supervisor - President Block asked for a motion to appoint Dale Miller as the Streets Supervisor. Trustee DeVlieger made a motion to appoint Dale Miller as the Streets Supervisor, 2nd by Trustee Wiegartz. On a roll call vote Trustees Micele, Wiegartz, Harvel, Ziegler and DeVlieger voted yes with Trustee Ford absent. Motion carried
- 6) Appointment of Village Treasurer - President Block asked for a motion to appoint William Newkirk as the Village Treasurer. Trustee Wiegartz made a motion to appoint William Newkirk as the Village Treasurer with a 2nd by Trustee Harvel. On a roll call vote Trustees Wiegartz, Harvel, Ziegler, DeVlieger and Micele voted yes with Trustee Ford absent. Motion carried.
- 7) Appointment of Zoning Administrator - President Block asked for a motion to appoint B& F Construction Codes Service as Zoning Administrator. Trustee Ziegler made a motion to appoint B& F Construction Codes Service as Zoning Administrator with a 2nd by Trustee Harvel. On a roll call vote Trustees Wiegartz, Harvel, Ziegler, DeVlieger and Micele voted yes with Trustee Ford absent. Motion carried.
- 8) Appointment of Village Clerk - President Block asked for a motion to appoint Carol Stiegman as Village Clerk. Trustee DeVlieger made a motion to appoint Carol Stiegman as the Village Clerk with a 2nd by Trustee Wiegartz. On a roll call vote Trustees Wiegartz, Harvel, Ziegler, DeVlieger and Micele voted yes with Trustee Ford absent. Motion carried.
- 9) Approval of Kirkland Community Center Committee - President Block asked for a motion to appoint Dan Chambers, Nicole Patterson, Dawn Darling, Jean Klock and Linda Fett as the Kirkland Community Center Committee. Trustee Ziegler made a motion to appoint Dan Chambers, Nicole Patterson, Dawn Darling, Jean Klock and Linda Fett as the Kirkland Community Center Committee with a 2nd by Trustee Wiegartz. On a roll call vote Trustees Wiegartz, Harvel, Ziegler, DeVlieger and Micele voted yes with Trustee Ford absent. Motion carried.

IX. Approval of Meeting Dates for Fiscal Year 2018-2019 - President Block asked for a motion for the approval of Meeting Dates for Fiscal Year 2018-2019. Trustee DeVliieger made a motion to approve the Meeting Dates for Fiscal Year 2018-2019, 2nd by Trustee Wiegarts. On a roll call vote Trustee Ziegler, DeVliieger, Wiegarts, Harvel, & Micele voter yes with Trustee Ford absent.

X. Approval of Village of Kirkland Holidays for Fiscal Year 2018-2019 - President Block asked for a motion for the approval of Village of Kirkland Holidays for Fiscal Year 2018-2019. Trustee Ziegler made a motion to approve the Holiday for the Village of Kirkland for Fiscal Year 2018-2019 with a 2nd by Trustee DeVliieger. On a roll call vote Trustees DeVliieger, Micele, Wiegartz, Harvel and Ziegler voted yes with Trustee Ford absent. Motion carried.

XI. Unfinished Business

1) Update on Economic Development Study with NIU Center for Governmental Studies - President Block gave an update on having meetings with the Business owners and the different Organizations. Then after these meeting he will be setting up meeting with the Village Board. President Block asked the Board members to let him know if they would like to have a workshop on a meeting night or a Saturday workshop. He was not sure if you all really would want to be here all day on a Saturday. After some discussion, the decision was to try for the 2nd Monday of June (18th) and the following Monday (25th) if possible.

2) Mediacom Building Lease Update/Discussion - President Block asked Trustee DeVliieger if he heard anything back on the Lease Update on the Mediacom Building. Trustee DeVliieger stated that he has not, that he has been busy and he had neglected this and he would get back on it.

XII. New Business

1) Approval of Ordinance No. 2018-04 / Budget and Appropriation Ordinance for Fiscal Year Beginning May 1, 2018 and Ending on April 30, 2019 - President Block asked for a motion to approve Ordinance No. 2018-04 / Budget and Appropriation Ordinance for Fiscal Year Beginning May 1, 2018 and Ending on April 30, 2019. Trustee Ziegler made a motion to approve Ordinance No. 2018-04 / Budget and Appropriation Ordinance for Fiscal Year Beginning May 1, 2018 and Ending on April 30, 2019 with a 2nd by Trustee Harvel. Trustee DeVliieger and Micele expressed concerns about running a deficit with Bull Run Creek out there. On a roll call vote Trustees Wiegartz, Harvel and Ziegler voted yes, Trustees Micele and DeVliieger voted no and Trustee Ford was absent. President Block voted yes as well. Motion carried.

2) Approval for Gary W. Anderson to provide Architecture Service to the Village of Kirkland for Kirkland Community Center - President Block asked for a motion to table the Architecture Services for Kirkland Community Center until the meeting in June. Trustee DeVliieger made a motion to table the Architecture Services for Kirkland Community Center until the first set of meetings in June with a 2nd by Trustee Ziegler. On a roll call vote Trustees Harvel, Ziegler, DeVliieger, Micele and Wiegartz voted yes with Trustee Ford absent. Motion carried

3) Approval of contract for B& F Construction Code Services to update the Village Building Codes - President Block asked for a motion for Approval of contract for B& F Construction Code Services to update the Village Building Codes. Trustee Ziegler made a motion to approve the contract for B& F Construction Code Services to update the Village Building Codes with a 2nd by Trustee DeVliieger. On a roll call vote Trustees Wiegartz, Harvel, Ziegler, DeVliieger and Micele voted yes with Trustee Ford absent. Motion carried.

- 4) Memorial Day "Salute the Troops" Ceremony Information - President Block informed everyone on the Memorial Day Ceremony that starts at 1:00 P.M. on Sunday May 27, 2018. Also May 28, 2018 is the 2018 Mayor Memorial Breakfast. If anyone is interested please let President Block know so he can get the application sent in.
- 5) Discussion on a potential Ordinance to prohibit Drilling / Potable Water in the Well 1 area - President Block turned the floor over to Attorney Brad Stewart on this matter. Brad explained what the IEPA is looking for and why. The IEPA just wants the insurance that no one can come at a later time and start using Well 1. The IEPA has a model Ordinance that we can use and Brad will work to have this for the June meeting.
- 6) President Block asked if anyone had any other new business. Trustee Micele asked who is the one to enforce the codes on a business that is in the flood plain. Attorney Brad Stewart said that we would need to let our code enforcer know. President Block said that we will get ahold of Ken from B&F and see what he can do.

- XIII. Adjourn to Executive Session** - President Block asked for a motion to adjourn to Executive Session for appointment, compensation, discharge and/or performance of specific employees and litigation. Trustee DeVlieger made a motion to adjourn to Executive Session for appointment, compensation, discharge and/or performance of specific employees and litigation with a 2nd by Trustee Ziegler. On a roll call vote Trustees Harvel, Ziegler, DeVlieger, Micele and Wiegartz voted yes with Trustee Ford absent. Motion carried.
- XIV. Return to Regular Session** – President Block brought us back into Regular Session at 8:37 P.M. on Monday May 7, 2018. President Block asked for roll call, members answering present as follows: Trustee Ziegler, Trustee DeVlieger, Trustee Harvel, Trustee Micele and Trustee Wiegartz. Trustee Ford absent.
- XV. Action from Executive Session** – President Block asked for a motion to continue until June the Village Employees raises. Trustee DeVlieger made a motion to continue in June the Village Employees raises with a 2nd by Trustee Harvel. On a roll call vote Trustees Micele, Wiegartz, Harvel, Ziegler and DeVlieger voted yes with Trustee Ford absent. Motion carried.
- XVI. Motion to Adjourn** – President Block asked for a motion to adjourn at 8:45 P.M. Trustee Ziegler made a motion to adjourn the Regular Board Meeting with a 2nd by Trustee Wiegartz. On a voice call vote all in favor. Motion carried.

Next Board of Trustees Regular Meeting will be June 4, 2018 at 7:00pm

ATTEST:

Carol Stiegman
Village Clerk

Ryan Block
Village President

**Village of Kirkland
Kirkland, Illinois 60146
Board of Trustees Regular Meeting
Monday, May 21, 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 DeVlieger, Trustee Harvel, Trustee Micele Trustee Ford and Trustee Wiegartz.

- III. **Comments from the Audience** - Jean Klock asked if we could explain more in detail as to why we have to pass something that happened two years ago. President Block explained that the Village did not get a MFT audit done last year because the State did not have anyone in that position. The lady that came this year did not start until September or October of 2017. That is why we did not get an audit completed for Fiscal Year 2016-2017. Not having an auditor is Part A and Part B is because in the past things were not done correctly. Ryan explained why we have to go back and pass these amended Expenditure sheets and unapproved Resolutions.

- IV. **New Business** -
 - 1) **Approval Of Motor Fuel Tax Municipal Maintenance Expenditure Statement for May 1, 2016 to April 30, 2017.** President Block asked for a motion for the approval of Motor Fuel Tax Municipal Maintenance Expenditure Statement for May 1, 2016 to April 30, 2017. Trustee Ziegler made a motion for the approval of Motor Fuel Tax Municipal Maintenance Expenditure Statement for May 1, 2016 to April 30, 2017 with a 2nd by Trustee Ford. On a roll call vote Trustees Wiegartz, Harvel, Ford, Ziegler and DeVlieger voted yes and Trustee Micele voted no. Motion carried.

 - 2) **Approval for Resolution 17-02 / Maintenance for Illinois Highway Code for May 1, 2017 to April 30, 2018.** President Block asked for a motion to approve Resolution 17-02 / Maintenance for Illinois Highway Code for May 1, 2017 to April 30, 2018. Trustee DeVlieger made a motion to approve Resolution 17-02 / Maintenance for Illinois Highway Code for May 1, 2017 to April 30, 2018 with a 2nd by Trustee Ford. On a roll call vote Trustees Wiegartz, Harvel, Ford, DeVlieger and Ziegler voted yes and Trustee Micele voted no. Motion carried.

 - 3) **Approval of Village of Kirkland Motor Fuel Tax Municipal Maintenance Expenditure Statement for May 1, 2017 to April 30, 2018.** President Block asked for a motion to approve the Village of Kirkland Motor Fuel Tax Municipal Maintenance Expenditure Statement for May 1, 2017 to April 30, 2018. Trustee Ford made a motion to approve the Village of Kirkland Motor Fuel Tax Municipal Maintenance Expenditure Statement for May 1, 2017 to April 30, 2018 with a 2nd by Trustee Ziegler. On a roll call vote Trustees Harvel, Ford, Ziegler, DeVlieger and Wiegartz voted yes and Trustee Micele voted no. Motion carried.

 - 4) **Approval of Village of Kirkland Resolution 18-02 / Resolution for Maintenance under the Illinois Highway Code for May 1, 2018 to April 30, 2019.** President Block asked for a motion to approve the Village of Kirkland Resolution 18-02 / Resolution for Maintenance under the Illinois Highway Code for May 1, 2018 to April 30, 2019. Trustee Wiegartz made a motion to approve the Village of Kirkland Resolution 18-02 / Resolution for Maintenance under the Illinois Highway Code for May 1,

2018 to April 30, 2019 with a 2nd by Trustee DeVlieger. On a roll call vote Trustees Ford, Ziegler, DeVlieger, Micele, Wiegartz and Harvel voted yes. Motion carried.

- V. **Adjournment** - Village President Block asked for a motion to adjourn the meeting at 7:16 P.M. Trustee Wiegartz made a motion to adjourn the meeting with a 2nd by Trustee DeVlieger. On a voice call vote all in favor. Motion carried.

Next Board of Trustees Regular Meeting will be Monday, June 4, 2018 at 7:00 P.M.

ATTEST:

Carol Stiegman
Village Clerk

Ryan Block
Village President



Village of Kirkland

Strategic Plan Workshop Prep Overview

June/July 2018

Preparation and Background

Framework of Workshop Discussions

Session I. Mission and Visions of Tomorrow-

Exploration and identification of the Village's mission and desired future condition. Describe the Village's core mission as an organization. Does your present mission statement convey the organization's mission to stakeholders?

Imagine that you left the community tomorrow and didn't return to the Village until 2030 or 2035. Develop 2-3 "vision" statements that would describe what you think you would see or hope you would see at the Village with regard to accomplishments, programs, changes, services etc., 10-15 years into the future.

Session II. Environmental Scan and Assessment of Strengths, Weaknesses, Opportunities, Threats (SWOT)-

Presentation of the stakeholder feedback sessions. An overview and summary of key themes and topics that emerged during the exploratory focus group/community engagement process. The information is designed to add exploratory and thematic information for the Board and Senior Staff to consider during the strategic planning workshop session.

Identification of the internal and external factors that could impact or inhibit/effect the achievement of the future vision. What's happening around you? What are the major challenges you anticipate facing in the coming 2-5 years or beyond? Can you identify the factors that may be inhibiting your achievement of the future vision, particularly organizational factors, local or regional trends, national policies, finances, other governmental agencies, the economy, etc.?

Session III. Goal Identification-

Group assessment/establishment of strategic goals and objectives necessary to achieve the future vision. Goals will range from short-term routine objectives to long-term complex goals. What is the status of previous goals? Should adjustments be made? What are the new and ongoing goals and accomplishments you want to concentrate on or put in place in the short-term? The long-term? Each participant should be prepared to amend 1-2 existing goals or present 1-2 new strategic goals or objectives for both the short- and long-term (*see last page of this overview guide*).

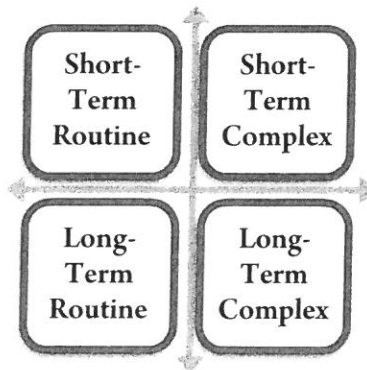
Session IV. Classification and Prioritization of Goals -

Collaborative classification of complexity and priorities. Using a group discussion technique, the group will work together to classify the identified goals according to a matrix of complexity and time developed by Professor Gerald Gabris. Once the goals are classified as short- or long-term, and complex or routine, a consensus ranking of goals and objectives in each quadrant of the matrix below will be completed by all participants via a follow-up online ranking exercise.

The final prioritized rankings will be presented in a 2 x 2 time and complexity matrix as illustrated below:

Goal Time and Complexity Classification Grid

by G. Gabris



Background Information

When you begin to prepare your list of short- and long-term goals to bring to the session, consider formulating your desired goals in response to these common “Brainstorming Questions” for Strategic Planning. Paying particular attention to your views of the future and governmental functions and actions for the community ...

- What significant initiatives, programs or mandates can you identify that the Village **must** confront in the next 1-2 years? 3-5 years? 6-10 years?
- What significant initiatives, programs or mandates can you identify that the Village **would like** to address in the next 1-2 years? 3-5 years? 6-10 years?
- What significant initiatives, programs or mandates have been **postponed** that should be re-evaluated?
- Do you foresee any significant changes or **paradigm shifts** in the next 5-10 years that will impact the Village?

What Are “Strategic Issues or Strategic Goals?”

This question is the topic of nearly endless debate among authors, observers and facilitators of strategic planning efforts. For the sake of our exercises and discussions, here are some guidelines and suggestions from some of those authors and observers that help to describe what “strategic” issues typically include.

Strategic issues or goals should include what is truly important for the Village to accomplish given the breadth of circumstances and information (at both the policy and operational levels) that confront the Village and community. Identifying strategic issues can be compared to pouring your own professional assessment of all the issues the Village faces into a filtered funnel. What eventually emerges is a mix of “clarified” issues that demand attention. [NACCHO MAPP Framework/ www.naccho.org]

Further hints: As many experts on the topic debate this question often, the following summary of ideas is offered to help you think about or identify “strategic issues” for the leadership retreat. According to various authors, strategic issues or goals usually follow this pattern of key indicators [NACCHO MAPP www.naccho.org/topics/infrastructure/mapp/upload/strategic_issues.pdf]

- Strategic issues usually include a tension or conflict on an issue that must be resolved because of differences over past ways of doing things v. future demands; differences between current capacities and necessary capacities; differences in roles and responsibilities; significant differences between needs and resources.
- Strategic issues tend to have no obvious best solution. These kinds of issues are likely to present significant operational or policy concerns for either the government as a whole, for a particular work unit, or for key individuals. If an obvious best solution exists, then the strategic question is why hasn’t the approach been implemented yet?
- Strategic issues frequently represent a fundamental choice that must be made at the highest levels of the organization at either the policy (elected) or administrative level. From this vantage point, strategic issues tend to be viewed as responses to the “forces of change.”

PREPARATIONS AND APPROACH

As with any group discussion, the ultimate success of the workshop and your discussions will hinge on your involvement. Your willingness to step back from your usual role at meetings and events to work as a team is of key importance. Be prepared for the discussion sessions/workshop by considering the following:

- *approach the workshop with an open-mind and a willingness to listen as well as share ideas.*
- *be prepared to comment on Village policy issues, goals, the community and priorities in a holistic context.*
- *be prepared to identify or explain, in a group setting, what you consider to be the KEY short- and long-term goals, issues and objectives.*

SOURCES AND READING SUGGESTIONS ON STRATEGIC PLANNING

Bryson, John M., *Strategic Planning for Public and Nonprofit Organizations: A Guide to Strengthening and Sustaining Organizational Achievement*, rev. ed., San Francisco: Jossey-Bass, 1995.

Canary, Hal W. *Linking Strategic Plans with Budgets*, *Government Finance Review* (April 1992): pp 21-24.

Gabris, Gerald T., *Strategic Planning in Municipal Government: A Tool for Expanding Cooperative Decision Making between Elected and Appointed Officials* *Public Productivity & Management Review*, Vol. 16, No. 1 (Autumn, 1992), pp. 77-93.

Mintzberg, H., *The fall and rise of strategic planning*. *Harvard Business Review*, (1994, January-February), pp. 107-114.

Mobilizing for Action through Planning and Partnerships (MAPP) The MAPP Framework, NACCHO <http://www.naccho.org/topics/infrastructure/MAPP/index.cfm>.

PLEASE TAKE A FEW MINUTES TO JOT DOWN SOME IDEAS BEFORE WE MEET FOR THE WORKSHOP

Section one. Visions of the Future.

Take some time to imagine what the future of Kirkland, as a Village, could or should look like in the future. Imagine that you left today and did not return for 10-15 years. Develop two statements that would describe what you think you will find or what you hope to find in the Village when you return in 2030/2035.

- 1.
- 2.

Short-term strategic goals to consider

Develop 2-3 critical short-term goals and issues to discuss during the workshop. By short-term, we mean goals, objectives, services or issues that you would like to see initiated or completed within the upcoming two fiscal years. These should be plans, programs etc., that can be realistically achieved or initiated within the next 2-3 years, that in your opinion, the staff and Village Board should commit to.

- 1.
- 2.
- 3.

Long-term strategic goals to consider

Similarly, please jot down 2-3 important long-term strategic goals to discuss during the session. Long-term refers to goals, objectives, or policy issues, while perhaps being initiated in the coming 2-3 fiscal years, cannot be realistically advanced or completed for 4, 5, 6 or more years down the road. Longer-term goals typically include many of your most complex or costly initiatives or goals.

- 1.
- 2.
- 3.

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May 17, 2018

Via E-mail: sjdevlieger@gmail.com

Trustee Steve DeVlieger
Village of Kirkland

Re: Proposed Lease Agreement Mediacom

Dear Steve:

Attached are my handwritten comments to the proposed lease agreement. A few thoughts on same.

1. In going through the correspondence, I was left with the impression that Mediacom was simply going to use an existing shed on Village property for its existing cable system. However, there is no restriction on the use of the property that one typically finds in a lease agreement (presently potential uses include "earth stations, towers and buildings for the housing of electronic components and related appliances whether above or below ground with any necessary housing"). I do not believe that the Village is bargaining with Mediacom for a new cell tower. Mediacom needs to describe, precisely, what it intends to use the leased property for and have language in the agreement to that effect.
2. With respect to paragraph 3, entitled *Indemnification*, I do not want the Village to be in a position where it has to indemnify Mediacom. Accordingly, I have taken out language which conditions the indemnification obligation of Mediacom and inserted language reflecting that it accepts the property as-is after inspecting same.
3. Paragraph 5 provides for an easement in and over the property. I am leery of these because once the lease expires, and if this is recorded against the property, I foresee difficulties getting Mediacom to provide us an easement release. Accordingly, I have substituted language reflecting that we would be providing them a permanent license, which is not an interest in real estate, and that is simply in effect for the duration of the lease.
4. With respect to insurance, I have added language that the Village be named as an additional insured and that the insurance policy be primary and noncontributory.
5. I have narrowed the "force majeure" language to provide that any abatement of rent be limited to a situation which the lessee is prevented from utilizing the building due

Zukowski, Rogers, Flood & McArdle

May 17, 2018

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to casualty. I find it difficult to believe that the other circumstances that Mediacom discusses, such as a lock out, riot or civil commotion, or war would physically prevent Mediacom from utilizing the shed.

6. Mediacom needs to be upfront with us as to whether they intend to sublease the property. If they do, the Village may want a higher rent for same. If they do not intend to sublease it, the provision ought to be stricken with language reflecting that any subleasing would have to be done with the Village's approval which can be withheld in its sole discretion.
7. With respect to taxes, I wish to make this as expansive as possible to ensure that (1) Mediacom pays any tax bill without our having to pay it first and ask for reimbursement, in which we find ourselves always a step behind, and (2) that if Illinois changes the property tax scheme, whether it assesses taxes based on equipment, improvements, whatever, that Mediacom be responsible for such taxes.
8. Finally, I would appreciate some feedback from Mediacom as to how long it wishes the lease to be in effect. To the extent that Mediacom requests a term in excess of 20 years, the Village needs to be aware of the procedure by which the Village can adopt such lease but only after publication by which the Village notifies the public of its intent to enter into the lease. See attached.

If you wish, we can follow up with Mediacom directly if you concur with our thoughts on this. Please let us know. Thank you.

Sincerely,



Michael J. Smoron

MJS/cw
Attachment

cc: Brad Stewart (via email; w/enc.)

LEASE AGREEMENT

THIS AGREEMENT ("Agreement") made this _____, 20____, between the _____ ("Lessor") and [Mediacom Entity], 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 [], [], as described in "Exhibit A" ("Property"); and

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

WHEREAS, 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 network (the "Facilities"). Such Facilities may include, without limitation, ~~earth stations, towers and buildings for the housing of electronic components and related appliances, appurtenances, fixtures and Facilities, whether above or below ground, with any necessary housing for same, which may be deemed by Lessee to be necessary or desirable in connection therewith.~~ In no event may the Leased Property, or any part thereof, be used for any unlawful purpose.

shed

cable ~~table~~

move into body of lease

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 [] years beginning [] and ending [] ("Original Term"). This Agreement shall automatically renew for an additional [] 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 may terminate this Agreement at any time during the Original Term or any Renewal Term, by giving prior written notice of at least ninety (90) days. Should this Agreement be terminated early, 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 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 ~~sanitary~~ laws and regulations applicable to the Leased Property.

applicable

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 ~~unless such injury or loss arises directly from the sole negligence of the Lessor, or any of its agencies, officers or employees, while acting within the scope of their employment.~~ *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 [yearly/monthly] sum of \$[], payable [annually/monthly]. First month's rent shall be paid within thirty (30) days of the later of:

[TO BE USED IF RENT IS MONTHLY] (1) the Effective Date or (2) the date of receipt by Lessee of a completed W-9. All other rental payments shall be made in advance on the [] day of each month during the term thereof.

[TO BE USED IF RENT IS ANNUAL] (1) the Effective Date or (2) the date of receipt by Lessee of a completed W-9.

[TO BE USED IF COURTESY SERVICES ARE BEING PROVIDED]

In addition to the above fees, Lessee shall provide the Lessor with the following courtesy services: []. The Lessor shall be responsible for pay-per-view and other costs of any additional services Lessor may want in the future. The courtesy service(s) is/are only for the Lessor, during his/her lifetime, at the above addresses, and is non-transferable and cannot be assigned and is limited to the Term of the Agreement. Notwithstanding the above, Lessee is not obligated to provide any services that it does not provide in the area where Lessor resides and Lessor is aware that programming offerings, or the equipment used to deliver the programming, may change from time to time.

License

5. **Easement.** Lessor hereby grants to Lessee a ~~non-exclusive continuing Easement~~ *license* 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 ~~Easement~~ *license* shall be in effect for the term of this Lease. If an access road to the Facilities 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. *effect for the term of this Lease*

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, 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.

- 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 Property suffered or alleged to have been suffered, by any person or persons as the result of the operations conducted on the 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 of the non-operation of its Facilities on the Leased Property if this is due to an act of God, fire, lock out, flood, tornado, hurricane, riot or civil commotion, earthquake, war, the failure of Facilities not belonging to the Lessee, denial of access to Facilities or rights-of-way essential to serving the Leased Property, government order or regulation or any other circumstances beyond the reasonable control of the Lessee. However, any abatement of rent shall be limited to the reasonable period required to return the Lessee's Facilities to operation.

Lessee is prevented from utilizing the

- 8. **Assignment.** This Agreement may not be assigned by either party without 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.

buildings on the

- 9. **Subleasing.** Lessee may sublease all or part of Lessee's Facilities that are on the Leased Property with written notice to Lessor. Sublessees may include government entities, wireless and other telecommunication companies.

Lease of Premises due to casualty

- 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:

If to the Lessee: [Mediacom Entity]

With copies to: [Mediacom Entity]
One Mediacom Way
Mediacom Park, NY 10918
Attn: Legal Department

so long as such entities do not interfere with any Lessee of Village property engaged

- 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.

in dispatch or telecommunication services

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 ~~the payment for in-house counsel's time,~~ 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 Property is taken in any proceeding by a public authority, by condemnation or otherwise, or acquired for a public or quasi-public purpose, which shall cause 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 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 in "Exhibit A" in fee simple and has full right to make this Agreement and that the Lessee shall have peaceable possession of the Leased Property 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. **Breach of Warranty.** It is agreed that if the 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, plus administrative and constructive fees and attorneys' fees.
24. **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.
25. **Utilities.** Beginning on the date Lessee takes possession of the Leased Property, 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 Property.

- or directly or indirectly by virtue of this Agreement*
26. **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, whether or not such taxes, liens or other charges are levied against it or against Lessor. ~~Lessor shall present a copy of the paid tax bill to Lessee for reimbursement within 90 days of payment by Lessor.~~
27. **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, then ~~immediately upon demand and proof of tax increase, Lessee shall pay to Lessor the amount of said additional tax, or the amount of the increase.~~ *or by directly or indirectly by virtue of this Agreement shall pay same*
28. **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. *or by directly or indirectly by virtue of this Agreement*
29. **Equipment.** It is agreed by the parties to this Agreement that title to all structures and improvements constructed, erected or placed upon the Leased Property by the Lessee, including Facilities and trade fixtures, shall vest with the Lessee.
30. **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. 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. *by Lessee*
31. **Restoration.** Upon request of Lessor, ³ or upon Lessee's decision, said structures and improvements shall be removed by Lessee within 90 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. 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 *by Lessee at Lessee's cost*

of the expiration or termination of this Agreement.

- 32. **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 Lessee's use of the Leased Property or the purpose or use of Lessee's tower, buildings, structures, anchors, guy wires, satellite dishes, or other Facilities.

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.

- 33. **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.

- 34. **Confidentiality.** ~~**[USE ONLY FOR NON-GOVERNMENTAL LESSORS]**~~ The parties agree that the terms and conditions of this Agreement shall, at all times be kept confidential.

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

LESSOR _____

LESSEE _____

Print Name

Print Name

Title

Title

Date: _____

Date: _____

EXHIBIT A

The **Property** is described as the following Real Estate situated in [], County [], in the State of [], to wit:

The **Leased Property** consists of a [X square foot/ X feet by Y feet] portion of the Property which Lessee uses for its cable system equipment.

EXHIBIT B
()

Please remit this document to:

Jenna Comizio Guarino
Director, Legal Affairs
_____ LLC
One Mediacom Way
Mediacom Park, NY 10918
(845) 419-6372

Prepared By
Jenna Comizio Guarino

(Recorders Use Above This Line)

STATE OF _____
COUNTY OF _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ___ day of _____, 20___, by and between _____, (“Lessor”), and _____, a Delaware limited liability company, with an office at _____ (“Lessee”).

1. Lessor and Lessee entered into a Lease Agreement (“Agreement”) on the ___ day of _____, 20___, 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 _ years, commencing on _____, 20___, automatically renewing on the _ anniversary of the commencement date for an additional _ 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

Print Name

Title

Date: _____

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public for said State, appeared _____ to me personally known, who being be me duly sworn, did say that he/she is the _____ of said _____ LLC; and that the said _____ 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.

Notary Public in and for the State of _____

My Commission expires: _____

EXHIBIT A

The **Property** is described as the following Real Estate situated in [], County [], in the State of [], to wit:

The **Leased Property** consists of a [X square foot/ X feet by Y feet] portion of the Property which Lessee uses for its cable system equipment.

EXHIBIT B



(65 ILCS 5/11-76-2) (from Ch. 24, par. 11-76-2)

Sec. 11-76-2. An ordinance directing a sale, or a lease of real estate for any term in excess of 20 years, shall specify the location of the real estate, the use thereof, and such conditions with respect to further use of the real estate as the corporate authorities may deem necessary and desirable to the public interest. Before the corporate authorities of a city or village make a sale, by virtue of such an ordinance, notice of the proposal to sell shall be published once each week for 3 successive weeks in a daily or weekly paper published in the city or village, or if there is none, then in some paper published in the county in which the city or village is located. The first publication shall be not less than 30 days before the day provided in the notice for the opening of bids for the real estate. The notice shall contain an accurate description of the property, state the purpose for which it is used and at what meeting the bids will be considered and opened, and shall advertise for bids therefor. All such bids shall be opened only at a regular meeting of the corporate authorities. The corporate authorities may accept the high bid or any other bid determined to be in the best interest of the city or village by a vote of 3/4 of the corporate authorities then holding office, but by a majority vote of those holding office, they may reject any and all bids. The consideration for such a sale may include but need not be limited to the provision of off-street parking facilities by the purchaser, which parking facilities may be made part of the municipal parking system. Such consideration also may include the provision of other public facilities by the purchaser.

Before the corporate authorities of the city or village make a lease of real estate for a term in excess of 20 years, they shall give notice of intent to adopt such an ordinance. The notice must be published at least once in a daily or weekly newspaper published in the city or village, and if there is none, then in some paper published in the county in which the city or village is located. The publication must be not less than 15 nor more than 30 days before the date on which it is proposed to adopt such an ordinance. The notice must contain an accurate description of the property, state the purpose for which it is used and the restrictions upon the proposed use of the property to be leased. The corporate authorities may negotiate the consideration and terms of such lease. Such consideration may include the provision of off-street parking facilities by the lessee, which parking facilities may be made part of the municipal parking system. Such consideration also may include the provision of other public facilities by the lessee on the real estate acquired. The corporate authorities may contract with the lessee for the use of a portion of a structure or improvement to be constructed on the real estate leased.

If such real estate is utilized in part for private use and in part for public use, those portions of the improvements devoted to private use are fully taxable. The land shall be exempt from taxation to the extent that the uses thereon are public and taxable to the extent that the uses are private. The taxable portion of the land is that percentage of the land's total assessed valuation that the private development thereon bears to the total development thereon. Nothing in this Section prevents the corporate authorities from determining to sell or lease such property to the highest responsible bidder. The corporate authorities may provide by ordinance for the procedure to be followed in securing bids for the sale or lease of the subject property. The disposition of real estate acquired pursuant to (a) Section 6 of the "Urban Community Conservation

Act", approved July 13, 1953, as now or hereafter amended, (b) Sections 12, 22 and 31 of the "Urban Renewal Consolidation Act of 1961", approved August 15, 1961, as now or hereafter amended, or (c) Division 11 of this Article by a municipality as the Local Public Agency under an urban renewal program as defined therein, is exempt from the requirements of this Section. Additionally, leases to persons or corporations of municipally-owned or operated airport lands, buildings, structures or other facilities for the shelter, servicing, manufacturing and repair of aircraft, aircraft parts or accessories, or for receiving and discharging passengers and, or cargo, are exempt from the requirements of this Section.
(Source: Laws 1968, p. 519.)

ORDINANCE NO. 18-05

**ORDINANCE AUTHORIZING AGGREGATION
OF ELECTRICAL LOAD**

Recitals

1. The Illinois Power Agency Act, Chapter 20, Illinois Compiled Statutes, Act 3855, added Section 1-92 entitled Aggregation of Electrical Load by Municipalities and Counties (hereinafter referred to as the "Act").

2. Under the Act, the Village may operate the aggregation program under the Act as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act.

3. The Village submitted the question in a referendum on March 20, 2012, and a majority of the electors voting on the question voted in the affirmative.

4. The corporate authorities hereby find that it is in the best interest of the Village to operate the aggregation program under the act as an opt-out program and to implement the program according to the terms of the Act.

5. The Act requires that prior to the implementation of an opt-out electrical aggregation program by the Village; the Village must adopt an electrical power aggregation plan of operation and governance and hold not less than two (2) public hearings.

6. The Village held the required Public Hearings for the Electric Power Aggregation Plan of Operation and Governance on April 21, 2012 and April 28, 2012 and provided the required public notice.

**BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF KIRKLAND, DEKALB COUNTY, ILLINOIS, AS FOLLOWS:**

Section One: The Corporate Authorities of the Village find that the recitals set forth above are true and correct.

Section Two: The Corporate Authorities of the Village find and determine that it is in the best interest of the Village to operate the electric aggregation program under the Act as an opt-out program.

Section Three:

A. The Corporate Authorities of the Village hereby are authorized to aggregate in accordance with the terms of the Act residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may solicit

bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

B. The Corporate Authorities of the Village are granted the authority to exercise such authority jointly with any other municipality or county and, in combination with two or more municipalities or counties, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by the Act.

C. The Aggregation Program for the Village shall operate as an opt-out program for residential and small commercial retail customers with a single rate for all customer classes.

D. The Aggregation Program shall be approved by a majority of the members of the Corporate Authority of the Village.

E. The Corporate Authorities of the Village with the assistance from the Illinois Power Agency and Progressive Energy Group have develop a plan of operation and governance for the Aggregation Program and have conducted such public hearings and provide such public notice as required under the Act. The Load Aggregation Plan shall provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers, shall describe demand management and energy efficiency services to be provided to each class of customers and shall meet any requirements established by law concerning aggregated service offered pursuant to the Act.

F. As an opt-out program, the Corporate Authorities of the Village shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program. The disclosure and information provided to the customers shall comply with the requirements of the Act.

G. The electric aggregation shall occur automatically for each person owning, occupying, controlling, or using an electrical load center proposed to be aggregated in the corporate limits of the Village, subject to a right to opt-out of the program as described under this ordinance and the Act.

H. The Corporate Authorities hereby grant the Village President or her designee in writing the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the Village with the following limitations:

- A term no longer than 36 months.
- Winning electric supplier must utilize ComEd as the billing/invoicing agent.
- The contract contains no early termination fees.
- Village is to be reimbursed for ComEd program fees and legal fees.

Section Four: This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the President and the Board of Trustees of the Village of Kirkland, DeKalb County, Illinois, on the _____ day of _____, 2018, and deposited and filed in the office of the Village Clerk in said Village on that date pursuant to roll call vote as follows:

Elected Trustees:

Ayes:

Nayes:

Absent:

Village Clerk of the Village of Kirkland, Illinois

APPROVED by the President of the Village of Kirkland, Illinois, this _____ day of _____, 2018.

President of the Village of Kirkland, Illinois

ATTEST:

City Clerk of the Village of Kirkland, Illinois

Published in pamphlet form this _____ day of _____, 2018.

ORDINANCE NO. 2018 - 06

***AN ORDINANCE ESTABLISHING PREVAILING WAGE RATES
FOR THE VILLAGE OF KIRKLAND FOR 2018***

WHEREAS, the Village of Kirkland, DeKalb County, Illinois, is a non home rule municipality as contemplated by the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's powers and functions as granted in the Constitution of the State of Illinois and statutes.

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended (820 ILCS 130/1 *et seq.*); and

WHEREAS, the aforesaid Act requires that the President and Board of Trustees of the Village of Kirkland investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village employed in performing construction of public works, for said Village.

WHEREAS, the Village of Kirkland has adopted, as part of its Code, under Title III, Chapter 31, Section 70, "Public Works; Prevailing Wage Rates," an ordinance intended to be annually updated to reflect the current year's prevailing wage rate but which does not negate the need for the annual adoption of a prevailing wage ordinance, and the Village of Kirkland desires to not make this Section of its Village Code date sensitive and/or redundant and/or potentially inconsistent with state law, as may be amended from time to time.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Kirkland, DeKalb County, Illinois, as follows:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village of Kirkland is hereby ascertained to be the same as the prevailing rate of wages for construction work in the DeKalb County area as determined by the Illinois Department of Labor to be in effect as of June of 2018 which determination can be found at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2017-Rates.aspx> and is incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing

rate of wages as herein ascertained to any work or employment except public works construction of the Village of Kirkland to the extent required by the aforesaid Act.

SECTION 3: The Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village of Kirkland this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rates of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Clerk shall promptly file a certified copy of this Ordinance with the Illinois Department of Labor in Springfield.

SECTION 6: The Clerk shall cause to be published in a newspaper of general circulation within the area a notice of passage of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

Passed this ___ day of _____, 2018, by a roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Emily Harvel	_____	_____	_____	_____
Trustee Colleen Ford	_____	_____	_____	_____
Trustee Sarah Ziegler	_____	_____	_____	_____
Trustee Steve Devlieger	_____	_____	_____	_____
Trustee Mary Micele	_____	_____	_____	_____
Trustee Brandon Wiegartz	_____	_____	_____	_____
President Ryan Block	_____	_____	_____	_____

APPROVED THIS __ DAY OF _____, 2018

Village President Ryan Block

(SEAL)
ATTEST: _____
Village Clerk Carol Stiegman

Passed: _____

Approved: _____

Published: _____

Z:\K\Kirkland\Ordinances\Wage18.doc

CERTIFICATION

I, Carol Stiegman, do hereby certify that I am the Clerk of the Village of Kirkland, DeKalb County, Illinois, and that as Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Kirkland.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Kirkland, held on the _____ day of _____, 2018, the foregoing Ordinance entitled *An Ordinance Establishing Prevailing Wage Rates for the Village of Kirkland*, was duly passed by the President and Board of Trustees of the Village of Kirkland.

The pamphlet form of Ordinance No. 2018-_____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the _____ day of _____, 2018, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of Kirkland, this ____ day of _____, 2018.

Carol Stiegman, Clerk
Village of Kirkland
DeKalb County, Illinois
(SEAL)

ORDINANCE NO. 2018- 07

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN THE SUBJECT AREA OF THE VILLAGE OF KIRKLAND, ILLINOIS

WHEREAS, the Village of Kirkland, DeKalb County, Illinois, is a non-home rule municipality as contemplated by the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's powers and functions as granted in the Constitution of the State of Illinois and statutes; and

WHEREAS, site investigation activities have identified residual organic compounds as potentially impacting groundwater beneath the site presently assigned property identification number 01-26-503-017, as legally described in Exhibit A, and which is depicted in Exhibit B hereto, which are attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, because concentrations of certain residual organic compound constituents that could impact the Property may exceed Class I Groundwater Remediation Objectives standards for potable resource groundwater as set forth in 35 Ill. Adm. Code 620 or Tier One remediation objectives as set forth in 35 Ill. Adm. Code 742, the Village intends to place the restrictions described below in and upon the Property; and

WHEREAS, the modeled extent of contamination for Tier 1 Groundwater Objectives extends beyond the Property boundary as shown on Exhibit B; and

WHEREAS, the Village wishes to limit potential threats to human health from groundwater contamination, while facilitating the productive use of properties that are the source or potential source of said chemical constituents.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Kirkland, DeKalb County, Illinois as follows:

SECTION 1: The findings set forth above are incorporated herein and made a part hereof.

SECTION 2: The use or attempted use of groundwater as a potable water supply from the Property, which is within the corporate limits of the Village of Kirkland, by installation of wells, or by any other method is hereby prohibited; and

SECTION 3: The prohibition contained in Section 2 shall also apply to the Village, including the operation of its water utility, in and upon the Property; and

SECTION 4: Any person violating the provisions of this Ordinance shall be subject to a fine of \$500.00 for each violation.

SECTION 5: The President shall have the power and duty to enter into a Memorandum of Understanding with the Illinois Environmental Protection Agency and other agreements or contracts with other governmental entities, as may be or as becomes necessary to implement the spirit and intent of this Ordinance.

SECTION 6: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this ___ day of _____, 2018, by a roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Emily Harvel	_____	_____	_____	_____
Trustee Colleen Ford	_____	_____	_____	_____
Trustee Sarah Ziegler	_____	_____	_____	_____
Trustee Steve Devlieger	_____	_____	_____	_____
Trustee Mary Micele	_____	_____	_____	_____
Trustee Brandon Wiegartz	_____	_____	_____	_____
President Ryan Block	_____	_____	_____	_____

APPROVED THIS ___ DAY OF _____, 2018

Village President Ryan Block

(SEAL)

ATTEST: _____
Village Clerk Carol Stiegman

Published: _____

Z:\K\Kirkland\Ordinances\GroundwaterPotableWater.docx

CERTIFICATION

I, CAROL STIEGMAN, do hereby certify that I am the Clerk of the Village of Kirkland, DeKalb County, Illinois, and that as Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Kirkland.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Kirkland, held on the _____ day of _____, 2018, the foregoing Ordinance entitled ***AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN THE SUBJECT AREA OF THE VILLAGE OF KIRKLAND, ILLINOIS***, was duly passed by the President and Board of Trustees of the Village of Kirkland.

The pamphlet form of Ordinance No. 2018- ____, including the Ordinance was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the ____ day of _____, 2018, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of Kirkland, this ____ day of _____, 2018.

Carol Stiegman, Village Clerk
Village of Kirkland
DeKalb County, Illinois

(SEAL)

EXHIBIT A

Part of the Northeast Quarter of Section 26, Township 42 North, Range 3 East of the Third Principal Meridian, bounded and described as follows; that part of the Iowa, Chicago & Eastern Railroad Corporation Right-of-Way located between 6th Street and 3rd Street in Kirkland, Illinois; situated in the Village of Kirkland, the County of DeKalb and the State of Illinois.

PIN No. 01-26-503-017

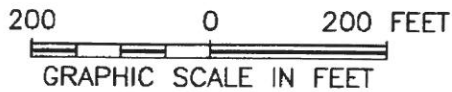
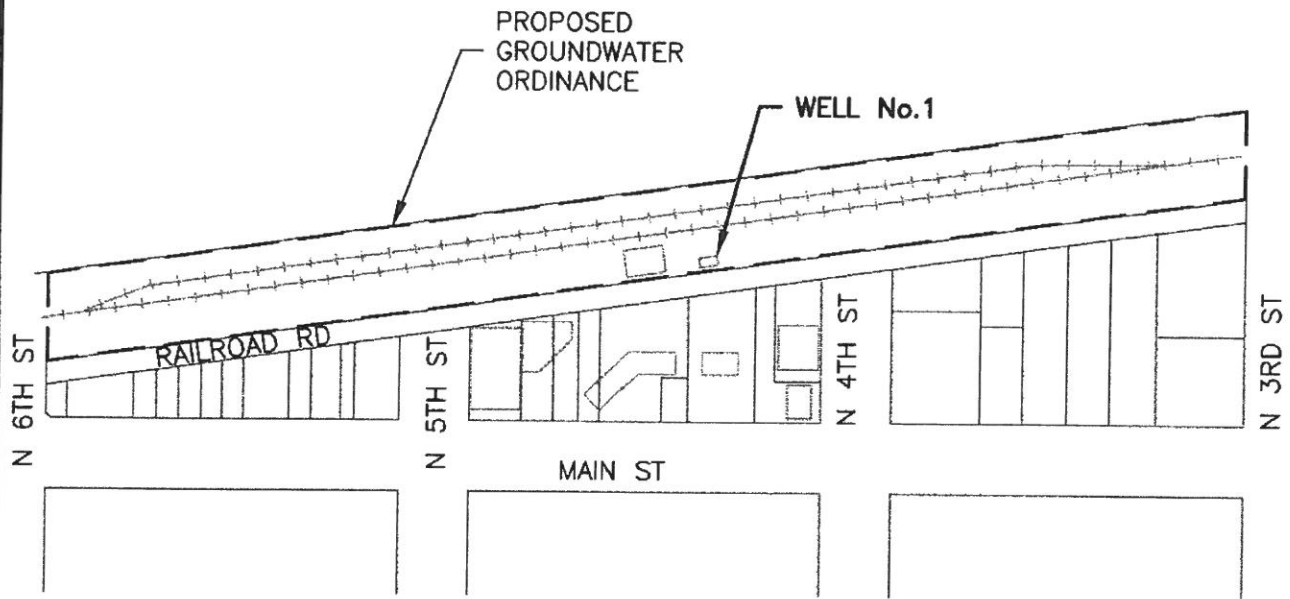


EXHIBIT "B"
WELL No. 1
VILLAGE OF KIRKLAND
511 W. MAIN ST.
KIRKLAND, IL 60146

5/10/18

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS

IOWA

WISCONSIN



Client Agreement

Thank you for considering GWAA to assist you with the renovation of the future Kirkland Community Building. We have teamed with Fehr Graham to assist with the structural analysis during this first phase. To complete this project in a thorough and professional manner, we will team with you throughout the process. The purpose of this Agreement is to outline our rights and obligations to each other, providing clarity for moving forward.

Introduction

This Client Agreement ("Agreement") is between the **Village of Kirkland** ("Client" or "You") and **Gary W. Anderson Architects** ("We" or "Us") to provide architectural services as outlined below for:

Owner

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

Architect

Gary W. Anderson, AIA
Gary W. Anderson Architects
200 Prairie Street, Suite 201
Rockford, IL 61107

Contract Date: March 30, 2018

Scope of Service:

1. Scan both the interior and the exterior building which will create a 3D photo model that provides embeddable, web-hosted 360 degree views of the entire space. The scan also measures the space in detail, providing us with data to develop a 3D physical model to use as a base for construction drawings which includes a working model of plans, sections, and elevations.
2. Conduct initial structural evaluation to determine the viability of the existing structure and its capacity for modifications. This work will not include any structural modifications to the building or analysis to the building's foundation.
3. Develop a schematic design based on initial programming and Village vision.
4. Provide a cost estimate reflecting the proposed renovations and scope of work.
5. Create two renderings for fundraising purposes.
6. As with all agreements, if the scope of the work or parameters under which the work is performed are modified, we reserve the right to review the fees related to these modifications and make mutually agreeable adjustments.

Understanding of Architecture Phases:

1. **Pre-Design (PD).** PD helps us to know you better, clarify the project vision, goals and other project expectations. During this stage, we will scan and model the existing conditions of the building. PD helps us evaluate, plan and set a program for use in the SD phase of project development.
2. **Schematic Design (SD).** During the SD phase we work with you to develop floor plan and elevation sketches based on the project goals and budget developed during the Pre-design phase. This phase will establish the conceptual design of the project, resolve programmatic and code issues, and any special requirements. We will work with you to estimate the costs of site work, construction, and building systems at this phase for budgeting purposes.

Fee Summary, Schedule, and Payment:

1. **Fee Summary.** Below are the costs by major service categories:

Pre-design (scan and model)	\$ 1,500
Schematic Design	\$ 6,150
Cost Estimating	\$ 850
Initial structural evaluation (Fehr Graham)	\$ 2,000

Total **\$10,500**

Optional asbestos testing, completed by a 3rd party to the owner is estimated at \$2,000

Letters, e-mail communications, phone calls, PDF creation for design and design-related documents are billable expenses and are included in the above fee summary.

1. **Schedule.** We are prepared to start our work within 10 business days of receipt of a signed Client Agreement.
2. **Billing.** Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice. Our standard hourly rates (2018 Rate Table) are listed below for the billing on Change Orders and for the services provided outside of Scope of Services.

Principal Architect	\$ 175 / hour
Urban Planner	\$ 125 / hour
Senior Project Architect	\$ 125 / hour
Project Architect	\$ 110 / hour
Architectural Designer	\$ 90 / hour
Interior Designer	\$ 85 / hour
Architectural Drafter	\$ 65 / hour
Office Administration	\$ 75 / hour

3. **Reimbursable Expenses.** Reimbursable expenses are in addition to compensation for basic services and include expenses incurred by us in the interest of the project. The client will reimburse us for out-of-pocket costs (i.e., 30"x42" bond plots at \$14.00 per sheet), mileage charged at standard

mileage rate as issued by IRS for business miles driven, and postage. When time allows, and it is cost effective for the Owner, outside reproductions will be billed to you at a cost plus 15%.

4. **Payment Plan.** Payments to us are due within 30 days from the billing date. Interest charges will accrue at 1.5% per month on any balance not paid by the due date.

General Conditions:

1. **Additional Services.** We recognize changes can or will occur throughout the duration of the project. You are welcome to request these services from us through the duration of the project. Request for changes not included in the Scope of Work or Basic Services sections of this agreement is considered an additional service. We will bill you for this time, using our hourly rates.
2. **Cancellation.** We hope to fulfill the project vision and provide you a quality experience. If, for any reason, it is determined by you or us that the relationship and performance is unsatisfactory, then this agreement for architectural services may be ended. A written cancellation will be provided to us by you, along with payment for all expenses incurred and any work done toward the completion of the project at the date of cancellation letter.
3. **Marketing.** Drawings, renderings and photography developed before, during, and after construction may be used for marketing purposes by us.
4. **Final Design Documents.** We will provide you a copy of the design documents including, but not limited to final construction documents. We will issue to you the final construction documents upon receipt of final payment.

Acceptance:

If everything looks good to you, then please sign below with the understanding that this proposal will expire 90 days from the contract date listed on page 1.



Jennifer Spencer, AIA, Partner

03-30-18

Date

Date



R-T Ericson Builders
My Reputation is My Future

Estimate

716 Reynolds Road, Sycamore IL, 60178
 P: (815)895-3139 C: (815)739-1867
 Email: rick61961@comcast.net

Estimate No. 4014

Date: 5/16/18

To:
 Village of Kirkland Downtown Project

Item/Labor:	Cost:
Cut and Remove 7'6" section and a 4' section of curb and gutter	1384.00
Repour with 6.5 bag mix, pinned where needed	
Remove a 40'x2'.6" section of sidewalk in front of bank	1200.00
Repour with 6.5 bag mix, pinned where needed	
TOTAL:	2584.00

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance must be made within 14 days.

Signature: _____ Date: _____

 Rick Ericson Date

Thank you for your business!



R-T Ericson Builders
My Reputation is My Future

Estimate

716 Reynolds Road, Sycamore IL, 60178

P: (815)895-3139 C: (815)739-1867

Email: rick61961@comcast.net

Estimate No. 4013

Date: 5/16/18

To:

Village of Kirkland Repairs to sidewalks and curb cause by demo of building uptown

Item/Labor:	Cost:
Cut and remove 13.6 lin. ft of curb and gutter	1350.00
Cut and remove 15'x5'x5" of sidewalk on main road	600.00
Remove 28'x4'x4" on 6th st	784.00
Repour with 6.5 bag mix pinned where needed	
Trip charges my occur for small pours	
TOTAL:	2734.00

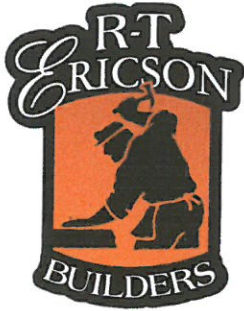
Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance must be made within 14 days.

Signature: _____ Date: _____

 Rick Ericson

 Date

Thank you for your business!



R-T Ericson Builders
My Reputation is My Future

Estimate

716 Reynolds Road, Sycamore IL, 60178

P: (815)895-3139 C: (815)739-1867

Email: rick61961@comcast.net

Estimate No. 4012

Date: 5/16/18

To:

Village of Kirkland sidewalk project

Item/Labor:

Cost:

Estimate: \$6.50 a sq. ft. for sidewalks 4' wide by 4" thick

\$7.75 a sq ft for sidewalks thur driveways 6" thick

3" gravel base compacted ,pinned there needed

Estimate: ada mats installed 150.00 each

Trip charges my occur for small pours

New sideswalk poured with 6.5 bag concrete mix

TOTAL:

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance must be made within 14 days.

Signature: _____ Date: _____

 Rick Ericson

 Date

Thank you for your business!

219 N. 7th Street
 Phone 815-756-5722 Fax 815-756-6342
 Dekalblawn@frotnier.com

MAY 30, 2018

TO Attn: Dale
 Village of Kirkland

SALESPERSON
 TOM

kirkpubwks@mchsi.com

QTY	ITEM #	DESCRIPTION	RETAIL	YOUR PRICE	TOTAL
1	75951	Toro 25 HP Kohler EFI 60" My Ride	\$14,110.00	\$9,877.00	\$9,877.00
1		Extra set of Blades		\$0	\$0
				Sales Tax	Exempt
				Total	\$9,877.00
				<i>upgraded spindles</i>	<i>411,100⁰⁰</i>
PO# AND SIGNATURE ACCEPTING BID:					
X					

Thank you for giving us the opportunity to bid for your business. If you would like to discuss items in this quote, or if you need any additional information, please call me personally at 815-756-5722.

As always, it's a pleasure doing business with you. We look forward to completing this order to your satisfaction.

Sincerely,

Tom Newquist

Mediacom**kirkpubwks@mchsi.com**

dixie prices

From : Jonathan Klein
<jonk@requisition.com>

Tue, May 29, 2018 09:26 AM

Subject : dixie prices

To : kirkpubwks@mchsi.com

2018 dixie chopper XCALIBER with the kohler efi 33 horespower 60 inch deck
3360koe \$11,899

2018 dixie chopper XCALIBER with the kohler efi 33 horespower 66 inch deck
3366koe \$11,999

Warranty 3 yr. Bumper to Bumper
4 yr. Since labor + parts
5 yr. parts only
unlimited hrs.

Public Works Street Department Topics.

June 4th 2018 General Board Meeting of The Village of Kirkland

1. Preparation of estimate of the 2018 Street Project by Fehr Graham so that we may go out for bid at the earliest possible date. We may already be too late for this year. The streets currently targeted are: 3rd street from the intersection of 3rd and South St. to Hortense Street, 4th Street from and including the intersection of Prairie Street and 4th Street to Hortense Street, Prospect Street from fourth Street to the school parking lot, and South Street from 6th Street to 3rd Street. The amount of streets repaved obviously will depend on Fehr Graham's estimates.

2. Decision about the sidewalk project for the Village of Kirkland. Are we repairing only one side of the street or doing both sides? Which sides are we doing? Can We go ahead with the downtown and TIF area sidewalks, the sidewalks on prospect street leading into the school parking lot, the sidewalk on north street needed to complete the original sidewalk project, and the sidewalks in Colonial estates? If we have a decision and a vote...either contractor has told me they would be able to finish at least the prospect sidewalks before the 4th of July Festival.

01-003-002-5240 \$10K
40-001-001-5240 \$11.8K
30-001-002-5618 \$6K

3. Public works is actively pursuing State Purchase pricing of a new F 550 dump truck set up with a ten foot snowplow, salt spreader, and central hydraulics. This price as well as financing considerations will be brought to the board for consideration.

01-002-005-5002 (\$12,000 / YEAR)

4. Public works is currently pricing Zero Turn Mowers as we currently have one mower in which the engine is failing. The mower is 14 years old currently and is the machine we currently use for mowing ditches. Last summer we demoed all the makes on the market. We have narrowed our choices down to Toro, Ex Mark, and Dixie Chopper. Prices are on the Quotes.

\$11,100
~~\$14,000~~

NAME CODE (\$14,000)

The second thing we would like to do is to order a new engine for the old mower so we can use this mower to continue to mow ditches and rough areas along ditch banks and roadways rather than using one of the newer mowers. In doing this we hope to prolong the life of the newer mowers.

EXPENSE UNDER \$2,160.00

The total price for a new Kohler motor for the Z Master is \$ 2,160.00 delivered.

5. Approval of the purchase of Gravel from Wagner Aggregates. Public works needs to refill our stockpile we used for road shouldering and alleys earlier this spring. We keep a small stockpile on hand for water main breaks. This would take approximately three loads. We require one load to finish the road edging from the 2017 street project. We also require approximately three loads to extend the top dressing on Hortense East which the Police and Fire Departments were planning on using for exit and ambulance routes. This road has been unused for several years and we began regrading it last year with our road grindings. We currently drag this road as well as mow the ROW. We do not snowplow this part of Hortense East and leave the road closed during the winter months.

Approximate gravel cost: \$ 1,120.00

01-003-002-5113 (\$127K)

SAME AS #5

- ⑥ Approval of additional culverts. Last year the Board approved the our purchase of culverts for 6th street but unfortunately we ran out of time. This year we have to install these two culverts on 6th as well as one on 3rd Street , one on South street, and one on Hortense Street. We will need approval of a larger purchase. Last year's approval was around a thousand dollars. This year is only slightly larger due to the fact that we are now sourcing our culverts directly from a manufacturer and the delivered price works out substantially cheaper than our previous supplier. This year's culvert purchase will be \$ 1,548.50.
- ⑦ The Village of Kirkland needs to engage Fehr Graham to help apply for a waterway maintenance permit for tree removal , brush removal, bank reshaping, and sediment removal in areas of Bull Run Creek not included in the Detention project. The Village of Kirkland signed Maintenance Agreements with IDNR years ago which the Village has failed to follow. Instead of being able to simply mow banks and do our required inspections we have large trees, brush, collapsed banks, and serious sedimentation. All of which require IDNR permits and over sight to remediate. For this we need to involve Fehr Graham for permit application as well as direction and oversight.
- ⑧ Approval for additional signage for 4th of July extended detour route. Signage total \$ 412.98

SAME AS #5 ! #6

⑨ FOWER TREE SERVICE
\$5100

NEW BUSINESS
→ L.E.D LIGHT CONVERSION
60 BULBS

→ TIF SIDEWALKS, 3RD STREET KIRKWOOD
TIF \$6,000 STREETS \$10,000

RUF
\$12,000

Small Engine Warehouse: Estimate #E99258

From: Karl Fennig
<stevefennig@smallenginewarehouse.cc>

Wed, May 30, 2018 09:08 AM

Subject: Small Engine Warehouse: Estimate
#E99258

To : kirkpubwks@mchsi.com

Reply To: Fennig
<transactions.3401423.17982621_msg_>

External images are not displayed. [Display images below](#)

Small Engine Warehouse
501 W Riggan Rd
Muncie IN 47303-6414
(Billing Location)
765-287-3400

Estimate # E99258

No returns on electrical items, special orders, or engines that have been filled with gas. No returns after 14 days. Outgoing and Incoming shipping charges will not be refunded.

of

Ship To

Bill To

Dale Miller
Kirkland Public Works
511 W Main St
P.O. Box 550
Kirkland IL 60146
779-888-0802

Dale Miller
Kirkland Public Works
511 W Main St
P.O. Box 550
Kirkland IL 60146
779-888-0802

Date	Location	Ship Via	Sales Rep
5/30/2018	Walnut 765-287-3400	Standard Shipping	Steve Fennig (765-287-3412) stevefennig@smallenginewarehouse.com

Application Notes

Toro Z Master CH23-76550 Engine 1" X 2 3/4" Shaft

Item	Qty	UOM	Rate	Tax	Amount
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Item	Qty	UOM	Rate	Tax	Amount
CH680-3087 22.5hp Command OHV Horizontal 1"x2-3/4" Shaft Electric Start, fits Exmark LZ22KCS523, and Toro Z253 Kohler Engine, Kohler Kohler 3-Year Manufacturer's Warranty Download Owners Manual	1	Ea	\$2,030.00	Yes	\$2,030.00

Subtotal \$2,030.00

0% Tax \$0.00

Standard Shipping Charge \$129.99

Total \$2,159.99

[Repower Your Equipment](#) | [Browse Engines](#) | [Browse Equipment](#) | [Browse Parts & Accessories](#) | [Terms of Use](#) | [About Us](#) | [Contact Us](#)



FOWLER TREE SURGERY INC.
P.O. BOX 6192 ELGIN, IL 60121
PHONE: 847-741-0435
FowlerTreeSurgery@comcast.net

ESTIMATE

DATE	5/18/2018
------	-----------

TO:
Village of Kirkland
307 N. 7th Street
P.O. Box 550
Kirkland, IL 60146

DESCRIPTION	TOTAL
We will remove 4 trees, 4 stumps, clean holes, fill with dirt & seed @ 209 W. South St., 400 W. South St., 110 5th & South St. and 200 & 202 Hortense St. for the sum of	5,100.00
This estimate is good for 90 days	Total \$5,100.00

SIGNATURE _____