

1 surrounding communities which I think we would  
2 be able to take advantage of in other business  
3 relationships.

4 I think trying to give  
5 priority is going to be more of a logistical  
6 nightmare than a benefit.

7 TRUSTEE PLAUTZ: Well, but the  
8 gal -- One citizen did ask.

9 PRESIDENT GIFFORD: Any other  
10 questions?

11 Kym, thank you very much. We  
12 appreciate you coming tonight and explaining  
13 this to us.

14 Other questions?

15 TRUSTEE EKSTROM: Yeah, I do.

16 PRESIDENT GIFFORD: Joel, go ahead.

17 TRUSTEE ROTTER: The village  
18 attorney mentioned he said he had attached to  
19 the agreement the exhibit of what was going to  
20 be there. My exhibit is blank.

21 TRUSTEE EKSTROM: It was emailed.

22 PRESIDENT GIFFORD: That was  
23 emailed out about a week or so ago.

24 ADMINISTRATOR CONNORS: No, I think

1 since Friday.

2 TRUSTEE ROTTER: On an attachment  
3 to an email?

4 TRUSTEE PLAUTZ: I guess what you've  
5 got to say is you've got to print it out.  
6 Please print it out. You know, on one hand I  
7 thought maybe I would get a copy tonight.

8 TRUSTEE EKSTROM: Do you want to  
9 look at it?

10 (Document tendered.)

11 TRUSTEE EKSTROM: I just happened to  
12 print it out before I got my packet.

13 TRUSTEE ROTTER: As I said, I just  
14 printed that other thing out at 6:15.

15 I have one question about it.  
16 This is what we're going to receive in total?

17 ATTORNEY KELLER: I would defer to  
18 the foundation on that.

19 TRUSTEE ROTTER: We will receive all  
20 of this as part of the agreement.

21 MS. WINKLEMAN: Yes.

22 PRESIDENT GIFFORD: Okay. There is  
23 approximately 41 items on here, I believe  
24 That's how they're numbered.

1 MS. WINKLEMAN: Correct.

2 PRESIDENT GIFFORD: The individual  
3 books are a lot of books.

4 MS. WINKLEMAN: Correct, and those  
5 have not been itemized.

6 PRESIDENT GIFFORD: Pat, you have a  
7 question?

8 TRUSTEE EKSTROM: Yes.

9 My first question was about  
10 item six. Do we have any kind of estimate on  
11 what it's going to cost us to transport? It  
12 says here that the village is going to pay for  
13 transportation of these 41 assets.

14 ATTORNEY KELLER: My understanding  
15 is that the foundation is going to be able to  
16 handle that.

17 TRUSTEE PLAUTZ: Rent a truck,  
18 right?

19 TRUSTEE EKSTROM: So it's not going  
20 to cost the village anything?

21 PRESIDENT GIFFORD: Well, if Vehe  
22 Farm rents a truck, that cost would eventually  
23 come back to the village

24 MS. WINKLEMAN: Unless we decide to

1 do it for free so that you could have the  
2 materials.

3 PRESIDENT GIFFORD: But I mean to  
4 rent a truck for a few hours is not a whole  
5 lot.

6 TRUSTEE EKSTROM: The other  
7 question I had is under -- for item seven. In  
8 all other places you mention the parties want  
9 to do additional programs you make a word  
10 about agreement of both parties but in this  
11 section you left that out. Was that done  
12 intentionally?

13 ATTORNEY KELLER: I'm sorry?

14 TRUSTEE EKSTROM: At the end of  
15 that paragraph on seven it says the parties  
16 hereto may agree to offer additional programs  
17 such as after school and holiday programs.

18 ATTORNEY KELLER: Right.

19 TRUSTEE EKSTROM: In all other  
20 sections when you say they could have  
21 additional programs you added the words with  
22 agreement from both parties.

23 ATTORNEY KELLER: Well, it says at  
24 the beginning of that sentence rather than at

1 the end of the sentence.

2 TRUSTEE EKSTROM: So that's implied  
3 by the --

4 ATTORNEY KELLER: No, it's direct.  
5 It says the parties may agree to offer  
6 additional programs. The parties are Health  
7 World and the village.

8 TRUSTEE EKSTROM: Okay. You're  
9 lawyers and I'm not, so that's why I'm asking  
10 these questions.

11 In other spots you  
12 specifically say when approved by both  
13 parties. In this place you didn't. That's  
14 the only reason I asked that question is  
15 legalese.

16 TRUSTEE ROTTER: What are you saying  
17 again in seven?

18 TRUSTEE EKSTROM: In seven.

19 TRUSTEE ROTTER: Where in seven?

20 PRESIDENT GIFFORD: About eight  
21 sentences down.

22 TRUSTEE EKSTROM: Second to the last  
23 sentence. It says the parties hereto may  
24 agree to offer additional programs.

1                   PRESIDENT GIFFORD: Seven lines  
2 down.

3                   TRUSTEE KIZIOR: What is wrong with  
4 that sentence?

5                   PRESIDENT GIFFORD: It's just  
6 worded differently than has been in other  
7 areas.

8                   TRUSTEE EKSTROM: It's worded  
9 differently than other sentences, so.

10                  TRUSTEE PLAUTZ: I suppose they all  
11 get written at different times. I could see  
12 how it can happen.

13                   My question is regarding  
14 risk. Since we've had all of this  
15 construction and we do know that the kids are  
16 going to be in and out there could be tiny  
17 little nails and whatever else at the -- in  
18 the grass around the barn. I hope that -- I  
19 think that our first aid kits would be good  
20 enough and that it will be nothing serious,  
21 but I -- I'm asking that we're all covered.

22                   ATTORNEY KELLER: We are covered.

23                   TRUSTEE KIZIOR: I thought that all  
24 of the arrangements that we had with our

1 contractor for the Vehe Farm was going to  
2 ensure that there wasn't any refuse. And if  
3 worst comes worst, we can -- we can get  
4 several rakes and ensure that either they or  
5 some volunteers or whoever go around with a  
6 fine-tooth comb. I don't think that's going to  
7 be an issue.

8 TRUSTEE PLAUTZ: Well, it means that  
9 we got to plan it out the week before the kids  
10 start.

11 TRUSTEE KIZIOR: Absolutely.

12 TRUSTEE PLAUTZ: So thank you. I  
13 did bring it up because one citizen --

14 TRUSTEE KIZIOR: We're going to make  
15 sure of that. I think between what Clark does  
16 and what we, in the village, will do after  
17 he's done won't be an issue.

18 PRESIDENT GIFFORD: Dave, what you  
19 may want Clark to do is contact -- Just have  
20 those big magnetic wands or whatever you want  
21 to call them, and they'll pull up just about  
22 everything that's underneath there.

23 TRUSTEE KIZIOR: Yeah.

24 PRESIDENT GIFFORD: So you may in

1 your discussions make sure they do a clean  
2 sweep around that 10 feet, 20 feet or whatever  
3 you guys deem.

4 TRUSTEE KIZIOR: Absolutely. That  
5 won't be an issue.

6 TRUSTEE PLAUTZ: Thank you.

7 PRESIDENT GIFFORD: Pat?

8 TRUSTEE EKSTROM: I have actually  
9 three more questions and then I'll be done.

10 In section eight the last  
11 sentence in this about the fact that the  
12 condition will be that HWF shall return space  
13 provided in the same condition as received  
14 except for these permanent assets.

15 Does that mean if any of these  
16 41 assets being transferred gets damaged or  
17 needs to be replaced is that the village's  
18 responsibility to do so?

19 ATTORNEY KELLER: No. That means  
20 that the exhibits will not be removed. They  
21 stay there.

22 TRUSTEE EKSTROM: No, but it says  
23 here that the exhibits belonging to the  
24 village, which are some of these, will be

1 returned to the -- So are we on the hook? If  
2 any of these skeletons or books or any of  
3 these things get damaged is the village  
4 financially responsible to replace any of  
5 these assets?

6 ATTORNEY KELLER: Well, they are the  
7 village's. You can do what you want with  
8 them. You can replace them or not as you  
9 choose.

10 TRUSTEE EKSTROM: But that's not  
11 what this sentence says. It's saying that we  
12 will replace them.

13 ATTORNEY KELLER: No, it doesn't say  
14 that at all.

15 TRUSTEE EKSTROM: It says they will  
16 be returned in the same condition as when they  
17 were received which implies that they have to  
18 be restored.

19 ATTORNEY KELLER: This paragraph  
20 deals with the condition of the building. It  
21 has nothing to do with the exhibits.

22 TRUSTEE EKSTROM: Then why does it  
23 say exhibits?

24 ATTORNEY KELLER: Because it's the

1 exhibits in the space. What this means is  
2 that when -- if and when Health World leaves  
3 that the exhibits will be left behind. They  
4 don't have to remove the exhibits from the  
5 space.

6 TRUSTEE EKSTROM: All right.

7 And then in section ten, in  
8 the very last sentence of the first paragraph  
9 of section ten it says that additional -- if  
10 additional premium coverage on liability.

11 How are we going to determine  
12 that?

13 ATTORNEY KELLER: We'll talk to the  
14 insurance company.

15 TRUSTEE EKSTROM: Then the last  
16 item was I know when we discussed this before  
17 there was some clause about cleaning the  
18 facility. Is that the village's  
19 responsibility or is that going to be  
20 something that Health World is going to do to  
21 make sure the facility is cleaned weekly or  
22 however often it has to be cleaned?

23 ATTORNEY KELLER: In the draft that  
24 Health World initially sent to the village

1 there was a provision, I don't know at what  
2 point it got put in there, that Health World  
3 was going to be responsible for cleaning the  
4 mats I recall in particular, but that was when  
5 there was no fee being paid to the village.  
6 And as part of the trade off for getting the  
7 \$5.00 per student, the village has now taken  
8 particular responsibility for doing the normal  
9 maintenance on the building.

10 TRUSTEE EKSTROM: Well, I thought  
11 the fee was to take care of any utilities,  
12 because we didn't know what the utilities  
13 were.

14 TRUSTEE KIZIOR: I think it covered  
15 both, Pat. I think if you add up this fee and  
16 then just kind of do a quick check against  
17 utilities prorated to the area plus any other  
18 clean ups and stuff, I think it washes out.

19 TRUSTEE EKSTROM: It may. Yeah, it  
20 may.

21 TRUSTEE KIZIOR: I thought either  
22 you had checked that Paul or the Vehe Farm had  
23 committee had done a quick check on that.

24 ATTORNEY KELLER: Yeah, there was

1 some was back-of-the-envelope calculations and  
2 what the estimate was on the cost of running  
3 the air conditioning and whatnot; but again,  
4 since it's so hard to know what those real  
5 numbers are going to be, rather than try to  
6 estimate that, we just picked a flat fee which  
7 is intended to cover the utilities and any  
8 other out-of-pocket expenses.

9 TRUSTEE EKSTROM: So I guess my  
10 question goes back what is the expectation for  
11 cleaning like bathrooms, is the expectation  
12 that they need to be cleaned daily?

13 MS. WINKLEMAN: To meet health  
14 standards, yes.

15 TRUSTEE EKSTROM: So if they have to  
16 be cleaned daily then we might need to  
17 reconsider because typically we pay what a  
18 hundred --

19 MS. WINKLEMAN: No-no.

20 Paul was correct that we  
21 believe that the fee that you're getting, the  
22 \$5.00 per child, will cover the expenses of  
23 cleaning and utilities and supplies.

24 TRUSTEE EKSTROM: So we've gotten

1 estimates on getting cleaning --

2 MS. WINKLEMAN: Yes.

3 TRUSTEE EKSTROM: We have gotten  
4 estimates on what it's going to cost to clean  
5 the bathrooms on a daily basis?

6 MS. WINKLEMAN: Yes.

7 TRUSTEE EKSTROM: Do we know what  
8 those estimates are, by any chance?

9 MS. WINKLEMAN: Yes. Cleaning the  
10 space one time per week and the bathroom five  
11 times per week is \$190 per week.

12 TRUSTEE EKSTROM: \$190.

13 MS. WINKLEMAN: Per week.

14 TRUSTEE EKSTROM: Per week?

15 MS. WINKLEMAN: Correct.

16 TRUSTEE EKSTROM: And the maximum  
17 we'll be able to get if they're full to  
18 capacity is 300.

19 MS. WINKLEMAN: Correct. Per  
20 week.

21 TRUSTEE EKSTROM: Per week, yes.  
22 So that allocates \$110 per week for utilities  
23 and any kind of other maintenance that might  
24 come about.

1 TRUSTEE PLAUTZ: Well, where did you  
2 get this 300?

3 TRUSTEE EKSTROM: Because they said  
4 60 children maximum at \$500 a child is \$300.

5 TRUSTEE PLAUTZ: Yeah, but that's  
6 over nine weeks or how long is this session?

7 TRUSTEE EKSTROM: No. No. No. I  
8 just did by week. That's why I asked by week  
9 and they said the maximum number of  
10 children -- I was correct, the maximum number  
11 of children per week would be 60, if it was  
12 full to capacity, and \$190 of that is going to  
13 go towards cleaning. So there's about \$110  
14 per week that could come to the village to  
15 cover everything else associated with this.

16 PRESIDENT GIFFORD: And after one  
17 year we'll have a better idea.

18 TRUSTEE EKSTROM: And do we need to  
19 put that in the clause someplace in the  
20 contract that if the expense, you know, if it  
21 doesn't equal out that we can renegotiate that  
22 or not?

23 ATTORNEY KELLER: We don't need to  
24 put that in there. We can always try to

1 renegotiate it.

2 TRUSTEE PLAUTZ: And what about  
3 breaking the contract if this didn't work out  
4 on either side, is there a provision for that?

5 ATTORNEY KELLER: No. There is no  
6 provision for that.

7 TRUSTEE PLAUTZ: It's not needed?

8 ATTORNEY KELLER: I don't know that  
9 it is needed or not.

10 PRESIDENT GIFFORD: If both parties  
11 want to work together on this. The space that  
12 we're renting to Health World is normally  
13 space I believe that is not normally -- that  
14 was not originally intended to be rented out,  
15 I believe. Is that a correct statement?

16 So I think we want to work  
17 together and have a hard-binding contract on  
18 everything, but I think they want to work with  
19 us. We would like to work with them. If  
20 there's a few adjustments along the way, I'm  
21 pretty sure Health World, you would be willing  
22 to work with us on those. Because then every  
23 little item, then you're going to have to  
24 start nitpicking every little item and I don't

1 think that shows a whole lot of good will.

2 TRUSTEE KIZIOR: I think there is a  
3 provision in the contract. It's the second to  
4 the last paragraph, 30 days written notice.  
5 That should be sufficient.

6 PRESIDENT GIFFORD: Each policy  
7 described.

8 TRUSTEE KIZIOR: Yeah.

9 TRUSTEE THRUN: No, that's  
10 insurance.

11 ATTORNEY KELLER: That applies to  
12 the insurance.

13 There is no clause in here  
14 that deals with early out or canceling  
15 contracts. I mean, we didn't discuss that. I  
16 didn't discuss it with Health World.

17 TRUSTEE KIZIOR: I understand in a  
18 win-win arrangement you don't want to go into  
19 to a lot of detail on that stuff. I would  
20 expect that if it was in there, it wouldn't be  
21 any more than that sentence I referred to --

22 ATTORNEY KELLER: That's correct.

23 TRUSTEE KIZIOR: -- only under a  
24 different heading.

1 ATTORNEY KELLER: That's correct.

2 PRESIDENT GIFFORD: Any other  
3 questions?

4 TRUSTEE ROTTER: Having looked at  
5 this list I want to understand. Is this the  
6 form that will be attached as the exhibit?

7 ATTORNEY KELLER: Yes.

8 TRUSTEE ROTTER: There's a number of  
9 questions. I didn't see it, but is there a  
10 reference to 41 items in this agreement  
11 somewhere? There's not 41 because some of the  
12 items have been removed by Health World.

13 ATTORNEY KELLER: There is no  
14 reference in the agreement to 41 items. There  
15 is a reference to Exhibit A.

16 TRUSTEE ROTTER: And this will be  
17 Exhibit A?

18 ATTORNEY KELLER: That is Exhibit A.

19 TRUSTEE ROTTER: Well, some of the  
20 items are removed. Also, there are two items  
21 that flagged -- I'm not really quite sure I  
22 understand. There are three items that are  
23 flagged with question marks.

24 TRUSTEE EKSTROM: Yeah.

1 TRUSTEE ROTTER: One is the barn  
2 facade, the second is the Midwest Dairy kiosk,  
3 and lastly the bottom portion of the treehouse  
4 which refers back to some village residents as  
5 to whether it can even be accomplished.

6 What's the situation about the  
7 question marks? Are those -- First of all,  
8 what is the barn facade, I don't know what  
9 that is.

10 MS. WINKLEMAN: It is a barn  
11 facade. It is the front of a barn with a  
12 make-believe door on the front, and that is  
13 part of Bessie, the display for Bessie. She  
14 stands in front of the barn facade and off to  
15 the right of the barn facade is a the milk  
16 kiosk from the Midwest Dairy Association that  
17 will have a computer CD running in it  
18 explaining about dairy and health and where  
19 milk comes from.

20 TRUSTEE ROTTER: And the other one  
21 is the dairy thing you just referred to.

22 Lastly, it talks about the  
23 bottom the portion of the tree house that  
24 needs to be disassembled by Jim Peterson and

1 Tom Benjamin or they have to determine if it  
2 can be accomplished. Has that occurred?

3 MS. WINKLEMAN: As of now the tree  
4 house is no longer available to us. It would  
5 be best for Health World to try and sell that  
6 as a full unit rather than us trying to take  
7 just a portion of it.

8 TRUSTEE ROTTER: So this list has to  
9 get updated then as to that particular item.

10 MS. WINKLEMAN: Correct. That's  
11 why we put the blue items and red items and  
12 the strike outs. So I would have to renumber  
13 that list to take that item off.

14 TRUSTEE ROTTER: Red items changed.

15 TRUSTEE EKSTROM: My list says one,  
16 two, three computers would be finalized as  
17 being a number.

18 TRUSTEE ROTTER: Where did you see  
19 that, Pat?

20 I'm sorry. I missed that.?

21 TRUSTEE EKSTROM: My item 41 says  
22 one, two, three small computers.

23 Is my list different than  
24 yours?

1 TRUSTEE ROTTER: It says one dash  
2 three. One to three, is that correct?

3 Has that been finalized as  
4 three or one or what?

5 MS WINKLEMAN: We're working on  
6 that. If you prefer a final number I'm sure  
7 we can determine that.

8 TRUSTEE ROTTER: My comment is I  
9 don't think that's complete for us to take an  
10 action on it.

11 TRUSTEE PLAUTZ: Well, isn't that  
12 just a small detail?

13 We do realize that there's a  
14 bunch of items, and all right, so they'll work  
15 that little bit out. I think we go ahead and  
16 make a motion.

17 TRUSTEE EKSTROM: We might be able  
18 to make a motion, but they can't sign a  
19 contract that's not complete.

20 TRUSTEE PLAUTZ: Well --

21 TRUSTEE EKSTROM: The exhibit has to  
22 be complete for the contract.

23 MS. WINKLEMAN: We just received  
24 verification that you can say three on the

1 final number. So you can cross off your one  
2 and put a three.

3 TRUSTEE EKSTROM: Okay. That's  
4 fine. I just have simple question and it's  
5 kind of a silly question, but the bookcases  
6 listed as item 26 are large enough to store  
7 all of the books that we're getting?

8 MS. WINKLEMAN: Number 26 the  
9 double-sided wheeled metal book shelf?

10 TRUSTEE EKSTROM: Yes.

11 MS. WINKLEMAN: That item has been  
12 crossed off and is not available.

13 TRUSTEE EKSTROM: Oh, so what is  
14 the final -- Then I don't have a final list.  
15 This was the latest thing that was sent out.

16 TRUSTEE ROTTER: It's crossed off on  
17 this list.

18 TRUSTEE EKSTROM: So you have a  
19 different list than I have.

20 TRUSTEE ROTTER: This is the list I  
21 got from the village attorney.

22 TRUSTEE KIZIOR: It still sounds to  
23 me like details could be worked out contingent  
24 upon -- contract approved contingent upon

1 final version of the assets, so.

2 TRUSTEE EKSTROM: Maybe I'll --

3 TRUSTEE KIZIOR: I don't think we  
4 need to work that list. I think that's why we  
5 have the foundation.

6 TRUSTEE EKSTROM: If we're getting  
7 books, I would just like to have something to  
8 put the books in instead of putting them in  
9 cardboard boxes or having to go and spend  
10 money to buy bookcases. So that's just -- I  
11 assumed that the bookcases to store the books  
12 were coming along. If that's not going to be  
13 the case, I'd like to understand where they're  
14 going to be put.

15 MS. WINKLEMAN: Health World has  
16 just offered a book case for the books for  
17 you.

18 TRUSTEE EKSTROM: Thank you.

19 MS. WINKLEMAN: You're welcome.

20 PRESIDENT GIFFORD: I'd like to get  
21 a motion then.

22 TRUSTEE PLAUTZ: I'll make a motion  
23 then to finalize the contract for Health World  
24 to use Vehe Farm.

1           PRESIDENT GIFFORD: Would that be  
2 contingent upon a final listing for Exhibit A?

3           TRUSTEE PLAUTZ: Right.

4           TRUSTEE THRUN: Second.

5           PRESIDENT GIFFORD: Moved and  
6 seconded.

7                       All in favor?

8                               (Chorus of ayes.)

9           PRESIDENT GIFFORD: Opposed?

10          TRUSTEE ROTTER: No.

11          PRESIDENT GIFFORD: Okay.

12                       Motion passes.

13          ATTORNEY KELLER: Before we go on if  
14 I could just hand out a couple of other items  
15 for your consideration.

16                       At the September meeting you  
17 were discussing and approving the Lake County  
18 Natural Hazard Ordinance, and Trustee Kizior  
19 raised a question about there was any way we  
20 could make provisions for unnatural hazards,  
21 and the answer is yes. It's called a spiller  
22 pays ordinance. I have drafted one for your  
23 consideration. You don't have to take any  
24 action or even look at it right now. It's

1 just for future consideration.

2                   What it does is provides that  
3 if anybody discharges any hazardous material  
4 in the village, the village -- that person is  
5 liable to the village for any costs -- the  
6 village's cost of clean up. And of course we  
7 don't do our own public safety services here,  
8 so if you want to go in this direction by  
9 adopting this spiller pays ordinance then we  
10 probably would want to enter into an  
11 intergovernmental agreement with the police  
12 department and fire department so that any of  
13 their costs incurred in responding to a clean-  
14 up situation could be channeled through the  
15 village.

16                   First the party would be  
17 responsible to the village for the costs of  
18 the Kildare Police and Lake Zurich Fire  
19 Department. That's the first item.

20                   TRUSTEE KIZIOR: I just have a quick  
21 question. None of this is covered in the home  
22 rule provision?

23                   ATTORNEY KELLER: No.

24                   TRUSTEE KIZIOR: Thanks.

1           ATTORNEY KELLER: There is no law  
2 state, federal, local doing what this  
3 ordinance does.

4           TRUSTEE KIZIOR: Thank you.

5           ATTORNEY KELLER: The other thing is  
6 that you are in the process of considering  
7 renewal of the Comcast franchise agreement,  
8 and I notice that there is -- There is not in  
9 the village code any franchise approval  
10 ordinance. So I have drafted a suggested  
11 ordinance that requires a franchise agreement  
12 for any service provider that wants to provide  
13 cable television service.

14           You entered into the existing  
15 franchise agreement without having such an  
16 ordinance on the books. That's perfectly all  
17 right, but given that we're soon going to be  
18 considering renewal of the franchise, this  
19 ordinance provides the frame work for the  
20 development of the new franchise agreement.

21           TRUSTEE ROTTER: This would only  
22 apply to someone like Comcast It would not  
23 apply to those organizations covered by the  
24 recent FCC rulings

1           ATTORNEY KELLER: Well, the FCC  
2     rulings have not actually been published yet,  
3     so we don't know -- Nobody knows what they  
4     actually say. So I can't really answer that  
5     question directly. But what the ordinance  
6     covers is any entity that wants to provide  
7     video service using lines in public  
8     right-of-way. They would have to have a  
9     franchise agreement.

10           TRUSTEE ROTTER: How does that stack  
11     up against those villages that are being sued  
12     by AT&T?

13           ATTORNEY KELLER: That has to do  
14     with the project light speed.

15           TRUSTEE ROTTER: Which has to do  
16     with the boxes being larger in the public  
17     right-of-way and they're saying they have the  
18     right to do that.

19           ATTORNEY KELLER: Yes.

20                     Project light speed involves  
21     telephone, internet, and video service. At  
22     the moment AT&T is not providing any video  
23     service through its fiberoptic cables. It's  
24     only providing the telephone and internet

1 service. It is not yet authorized to provide  
2 the television service.

3 TRUSTEE ROTTER: Awaiting the FCC  
4 finalization.

5 ATTORNEY KELLER: Yes.

6 And what this ordinance does  
7 it says if AT&T comes to the village and says  
8 we want to start providing video service  
9 through our existing fiberoptics, this says  
10 they have to have a franchise agreement to do  
11 that.

12 TRUSTEE ROTTER: How does this --  
13 What I'm asking, Paul, how do we stay away  
14 from the problems that those four or five  
15 villages that are currently being sued in the  
16 Chicago area by AT&T, how do we stay away?  
17 Would this expose us to being at odds with  
18 AT&T not based upon the current lawsuit.

19 ATTORNEY KELLER: No. Because --  
20 Well, I'm not sure what those -- Well, put it  
21 this way: AT&T has come to the village  
22 already and asked for a building permit to  
23 install fiberoptic cable, and they're entitled  
24 to that That's been approved or is in the

1 process of being approved. But they're only  
2 going to use that for telephone and internet,  
3 not for television. And I think that what the  
4 pending litigation is about has to do with  
5 whether or not they could even install the  
6 fiberoptic cables, not whether or not they can  
7 use it for video service because they're  
8 not --

9 TRUSTEE ROTTER: Isn't the lawsuit  
10 about the size -- I don't know if it's about  
11 the fiberoptics, itself. Isn't it about the  
12 size of the boxes that they're putting on to  
13 augment the boxes that are already there which  
14 are half again at least as big as --

15 ATTORNEY KELLER: Yeah.

16 TRUSTEE ROTTER: That's the lawsuit  
17 I'm talking about.

18 ATTORNEY KELLER: There are two  
19 kinds of pedestals: one is the small ones  
20 that we're accustomed to seeing that are used  
21 for telephone and internet connections, DSL  
22 service. The pedestals that provide cable  
23 television service are much larger and they  
24 have their own independent power supply. So

1 there is not just a pedestal for the  
2 television cable, there's also a power source  
3 with an electric meter on it, and they're  
4 substantially larger than the telephone.

5 TRUSTEE ROTTER: For the other  
6 trustees, the reason I'm raising that is I  
7 just want to make sure that we're not in the  
8 way of what's going on with these other  
9 villages that have gotten sued and we end up  
10 in a litigation situation. I understand that  
11 that's about the box, itself, because it's  
12 taking more space and they're talking about  
13 whether it's a traffic hazard and whether it  
14 infringes on people's property and all of  
15 those wonderful types of topics. I -- I have  
16 to go back and look at something because it's  
17 not being used yet, but I thought in some  
18 places they were.

19 ATTORNEY KELLER: Not in this area,  
20 I believe.

21 Obviously, we need to look  
22 into this more.

23 TRUSTEE ROTTER: So this is  
24 something for us to review and consider?

1           ATTORNEY KELLER: Yes. I have no  
2 intention of asking you to adopt an ordinance  
3 that's going to get you sued. I wouldn't do  
4 that. If I thought that was a possibility, I  
5 would drop it.

6           TRUSTEE ROTTER: Just one more  
7 clarification on this thing you're handing out  
8 tonight. We can hand these out for review.  
9 We could not take action on them tonight  
10 because they were not on the agenda.

11          ATTORNEY KELLER: Right.

12          TRUSTEE ROTTER: I just want to make  
13 sure I understand.

14          ATTORNEY KELLER: I'm not asking --

15          TRUSTEE ROTTER: I know you're not.  
16 I'm just asking for myself to make sure I  
17 understood you.

18          ATTORNEY KELLER: I'm just giving  
19 this out as part of my report to you.

20          TRUSTEE PLAUTZ: Do we have to -- So  
21 we read this over and possibly the hazardous  
22 material one might be in the February agenda,  
23 but this other franchise might be later on.  
24 Somebody is going to look into it more.