



Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On November 21, 2023
Village Board Room
2200 Harnish Dr. Algonquin, IL

Trustee Smith, Chairperson, called the Committee of the Whole meeting to order at 9:16 p.m.

AGENDA ITEM 1: Roll Call to Establish a Quorum

Present: Trustees, Jerry Glogowski, John Spella, Laura Brehmer, Maggie Auger, Brian Dianis, Bob Smith, President, Debby Sosine and Clerk, Fred Martin.

A quorum was established

Staff in Attendance: Tim Schloneger, Village Manager; Jason Shallcross, Community Development Director; Nadim Badran, Public Works Director; Ryan Markham, Deputy Police Chief; and Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Public Comment

None

AGENDA ITEM 3: Community Development

Mr. Shallcross:

A. Consider a Special Use Permit for Moes Motor Sports to Operate a Minor Vehicle Repair Facility at 1500 E. Algonquin Road

Afzal Lokhandwala, the "Petitioner" representing Moes Motor Sport, submitted a Development Petition requesting a Special Use Permit to operate a minor motor vehicle repair facility at 1500 East Algonquin Road. To operate a minor motor vehicle repair facility in the Village, a Special Use Permit is required to be issued by the Village Board. The building has been vacant for at least six (6) months and therefore the issuance of a new Special Use Permit is required.

The Planning and Zoning Commission reviewed the request for a Special Use Permit at the November 13, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted (approved 7-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2023-22 and subject to staff's recommended conditions. One person from the public, an owner of the adjacent residential parcel, spoke in favor of the issuance of the Special Use Permit and was glad to see the property being used again.

Staff recommends approval of the issuance of a Special Use Permit to allow a minor motor vehicle repair facility on Lot 2 of the East Algonquin Subdivision, 1500 East Algonquin Road, as outlined in the staff report for case PZ-2023-22, subject to the following conditions:

- a. Reasonable effort shall be made to keep service doors closed at all times except when a vehicle is entering or exiting the building, or when determined by management that the doors should remain open for extraordinary reasons;
- b. Outside displays, sales, and storage shall be prohibited at all times. The storage of tires, parts, fluids, or any materials, goods, or waste products of any kind shall only occur inside of the building. All automobile fluids, including oil, grease, and antifreeze must be stored and disposed of in accordance with all applicable regulations;
- c. No inoperable or disassembled vehicle may be stored outside at any time and all work conducted on vehicles must occur indoors;
- d. Employees shall refrain from using vehicle horns except in an emergency. Exterior loudspeakers shall be prohibited except for security and/or emergency purposes.

It is the consensus of the Committee to move this on to the Village Board for approval.

AGENDA ITEM 4: General Administration

Mr. Schloneger:

A. Consider a Restated and Amended Intergovernmental Agreement with SEECOM for Emergency Communication Services

Southeast Emergency Communications (SEECOM) was formed in 2003 as an intergovernmental agency by the City of Crystal Lake, Village of Algonquin, and Village of Cary (the "Founding Members"). The formation of

SEECOM was established through an intergovernmental agreement ("IGA") entered into between the Founding Members. In addition to establishing the organizational and operational rules for SEECOM, the IGA also addressed the methodology for funding of the operations of SEECOM as well as the terms under which a Founding Member's participation in SEECOM could be terminated, by either expiration of the agreement, voluntary termination, or default by a member. Also in 2003, the Founding Members entered into a Lease Agreement by which SEECOM would lease a portion of the Crystal Lake Municipal Complex for its operations. Changes in the actual operation of SEECOM over the years have made portions of the IGA either no longer relevant or not reflective of actual practices. Consequently, a draft amendment to the IGA has been prepared for your consideration. The amended IGA will have a term of 20 years and be subject to five (5) year successive renewal terms.

The expansion of SEECOM over the years by inclusion of contracting units of local government to be served by SEECOM and the evolution of new technology have led to expansion and changes to the space occupied by SEECOM. These modifications have largely been addressed through either lease amendments or memoranda of understanding. To address these developments and create a single document to memorialize the leasing arrangement between SEECOM and Crystal Lake a revised Lease Agreement has also been prepared for your review and consideration. The principal modifications to the 2003 IGA and the 2003 Lease Agreement are highlighted and discussed below.

- **Method of Calculation of Costs—Section 10** At the time that the 2003 Agreement was entered into, SEECOM primarily served only its three Founding Members. Since that time, SEECOM has contracted with several additional units of local government to provide emergency communication/dispatch services. These contracts are generally based upon either an agreed upon rate per call for service (CFS) or a flat annual fee. In most cases, the contracting parties are also required to pay an "annual assessment" for transfer to SEECOM's Capital Equipment Fund (currently \$1,154).

The 2003 agreement provided for the Founding Members to share the "cost of operating SEECOM" by taking the total operational costs of SEECOM, reducing those costs by anticipated revenues to be derived from any contracted services that SEECOM provided and then dividing the remaining cost among the Founding Members based upon each party's proportional share of the total calls for service handled by SEECOM. In other words, the three Founding Members were not assessed a call for service fee.

It is unclear how long this methodology was utilized but at some point, in time, this practice was modified to provide that each of the Founding Members would pay on a call for service basis. This methodology is based upon an annual operational budget being prepared by the Executive Director and submitted for approval by the Executive Board. The annual budget takes into account the revenues from contracted agencies and other funding (ETSB grants, etc.) as well as anticipated capital expenditures and reserves. The Executive Board would then establish a CFS rate to be charged to each of the Founding Members and the projected revenue to be received would be factored into the operating budget.

Paragraph 10 of the agreement eliminates the original formula for cost sharing established in the original IGA and memorializes the methodology which has actually been in place for a number of years.

- **Contributions for Capital Expenditures/Operating Costs—Section 12** Although the annual budget contemplates anticipated capital expenditures and operating costs, as well as the establishment of reserves, it is possible that actual revenues may not be sufficient to cover unanticipated capital expenditures or operating costs. Section 12 has been drafted to provide that in such an event, the Founding Members would provide for any shortfall based upon a formula that takes the actual capital costs/operating costs shortfall and multiplied that number by the each of the Founding Members' proportional share of the combined total number of calls for services received from all of the Founding Members respective jurisdictions.
- **Term and Termination of Membership—Section 19** The original IGA contemplated certain obligations of the Founding Members relating to initial capital expenditures and how those obligations would be addressed in the event that a Founding Member's membership was voluntarily or involuntarily terminated. As those initial expenditures and obligations relating to those expenditures (including the issuance of bonds) have long been resolved, Section 19 has been modified to eliminate some of these provisions.

The original IGA also had an initial term of 15 years, with automatic five-year extensions thereafter. The amended IGA has a term of 20 years and also includes automatic five-year extensions.

The amended IGA provides that a Founding Member may terminate their membership upon 24 months' written notice to the other Founding Members. It adds the condition, however, that such termination may not take place prior to the 10th anniversary of the effective date of the amended IGA. It also provides that any party that terminates remains liable for any capital contribution and/or operating costs obligations under Section 12. With respect to a party that is terminated due to a default under the agreement, the amended IGA requires that the defaulting party remains responsible for not only its obligations under Section 12 but that it will also be responsible for the anticipated revenue that would have been derived for a period of 24 months following the effective date of the termination. This calculation would be based upon the anticipated revenue to be derived from the terminated party during the Fiscal Year of termination. This provision essentially puts the defaulted

member in the same position as a voluntarily terminating member that is required to provide 24 months' notice prior to termination.

SEECOM thoroughly reviewed the updated Intergovernmental Agreement internally and with our legal staff prior to presenting it to the SEECOM Executive Board on November 9, 2023.

After review and discussion with the SEECOM Executive Board during that meeting, it was unanimously recommended that the Village of Algonquin, Village of Cary and City of Crystal Lake move to approve the updated Intergovernmental Agreement. Once all three entities have completed that process, SEECOM will place it back on the agenda for final approval.

It is the consensus of the Committee to move this on to the Village Board for approval.

AGENDA ITEM 5: Public Works & Safety

Mr. Badran:

A. Consider an Agreement with Trotter & Associates for the Final Design of Biosolids Handling Equipment Replacement

Presented is a proposal to complete the final design of the Biosolids Handling Equipment Replacement at the Wastewater Treatment Plant with Trotter & Associates (TAI). The Village of Algonquin 2014 Wastewater Facility Plan identified major deficiencies in the VOA Wastewater Treatment Facility's biosolids handling processes – aerobic digestion, anaerobic digestion, waste-activated sludge thickening, and sludge dewatering. The recently completed Phase 6B improvements addressed all the deficiencies except the sludge dewatering.

The WWTP uses a belt filter press to dewater digested sludge prior to being stored in the dewatered sludge storage building and contracts hauling services off-site for land application. The facility operates one belt filter press installed in 2002 and has a 15-20 year service life. It is a critical piece of equipment for the solids handling process but lacks redundancy. The equipment is in poor condition and requires replacement.

The Village contracted TAI in 2021 to complete the conceptual and preliminary design phases of the Biosolids Handling project and asked for all possible alternatives. After several site visits and meetings with Public Works staff, three alternatives were presented.

- Replacement of the existing belt filter press with two centrifuges – **preferred option**
- Replacement of the existing belt filter press and contract dewatering for redundancy
- Rehabilitation of the existing belt filter press with contract dewatering for redundancy

The preferred option to replace the belt filter press with the two centrifuges produces a drier product, reducing the volume of product for haul-off/disposal. The use of centrifuges will reduce disposal costs by about 30% for the 20-year life of the centrifuges.

Additionally, the centrifuge alternative produces a fully redundant unit. Redundancy is not an option for either filter press alternative without additional costs to contract dewatering.

Without redundancy, impacts to the primary and final clarifiers will likely occur, increasing future maintenance costs.

TAI's proposal for final design is \$239,400, which is about 7.7% of this project's proposed construction and installation costs. \$160,000 is budgeted in the Water & Sewer fund for FY 23/24 for this project. Staff will request to budget the remaining \$79,400 next fiscal year to complete the design. Based on the timeline from TAI, the design is expected to wrap up in the summer of 2024. Staff is confident that there will be sufficient funds to complete this project.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the proposal with Trotter & Associates, Inc. to the Village Board in the amount of \$239,400 for approval.

It is the consensus of the Committee to move this on to the Village Board for approval.

B. Consider an Agreement with Martam Construction for the Demolition of the Existing Drive Through and Underground Tunnel at 221 S. Main Street

In preparation for the redevelopment of the former Algonquin State Bank site at 221 S. Main Street, Public Works staff contacted prospective contractors to demolish the existing bank drive-through, parking lot, and underground tunnel. The scope of the demolition was to preserve the existing building structure and basement to be redeveloped for future use.

In July, six prospective contractors were contacted to provide a cost proposal. Two interested contractors were contacted for more information, but the Village received zero proposals. Staff contacted each contractor to find out why the lack of bids occurred. Most contractors highlighted the challenge of sealing the tunnel from the basement and disconnecting the existing utilities.

Staff revised the proposal requirements, requesting the interested contractor propose disconnecting utilities and sealing the basement from the tunnel rather than providing specific directions. This approach yielded two contract proposals listed below and a third contractor that elected not to submit.

- Alpine Demolition Services - \$114,500
- Martam Construction, Inc. - \$85,900
- Omega III, LLC – Elected not to submit proposal

Given the lack of interest in this demolition and the prior positive experience with Martam Construction, staff recommends moving forward with Martam's proposal of \$85,900 to demolish the bank drive-through, parking lot, and underground tunnel.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the proposal with Martam Construction to the Village Board in the amount of \$85,900.00 for approval.

It is the consensus of the Committee to move this on to the Village Board for approval.

AGENDA ITEM 6: Executive Session
None

AGENDA ITEM 7: Other Business
None

AGENDA ITEM 8: Adjournment
There being no further business, Chairperson Smith adjourned the meeting at 9:29 p.m.

Submitted: _____
Fred Martin, Village Clerk