

**COMMITTEE OF THE WHOLE  
SEPTEMBER 10, 2024  
VILLAGE BOARD ROOM  
2200 HARNISH DRIVE, ALGONQUIN  
7:30 P.M.**

Trustee Dianis – Chairperson  
Trustee Smith  
Trustee Brehmer  
Trustee Auger  
Trustee Spella  
Trustee Glogowski  
President Sosine

∞ AGENDA ∞

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*
- 3. Community Development**
- 4. General Administration**
  - A. Consider Amending Appendix B, Pertaining to Chapter 16 Cemetery Fees
- 5. Public Works & Safety**
  - A. Consider an Agreement with Keno & Sons Construction Company for the Water Treatment Plants #1 & 2 Aerator and Roof Replacement
  - B. Consider an Agreement with Trotter and Associates, Inc. for the Water Treatment Plants #1 & 2 Aerator and Roof Replacement Construction Oversight
  - C. Consider a Resolution for Local Match Commitment for Construction of the Sandbloom Road Improvement Project for the Multi-Use Path Portion
  - D. Consider Declaring Certain Items from 221 S. Main Surplus
  - E. Consider Declaring Certain Vehicles and Equipment Surplus
  - F. Consider an Intergovernmental Agreement with Kane County for Animal Control Services
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



VILLAGE OF ALGONQUIN  
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: August 6, 2024

TO: Tim Schloneger

FROM: Michelle Weber

SUBJECT: Cemetery – Grave Opening Fees & Code Changes

Tim,

In 2022 the Village passed a Resolution for an agreement with Professional Cemetery Services for grave opening and cemetery maintenance services. We are at the part of the fee schedule within the agreement where the contractual fees and staff time for interment and disinterment exceeds the amount, we are able to collect/charge for services per Municipal Code for each burial.

The fee schedule proposed, in addition to the 2024/2026 contractual burial fee approximately a 20% administrative fee would also be imposed for all adult burials (averaging the Saturday and weekday contractual fee, as only 1/3<sup>rd</sup> of the burials occur on a Saturday). We also recommend removing all administrative fee for infant interments or disinterment's allowing for a straight pass-through cost/expense. In instances where a public works employee is called in after 3:00 p.m. or on a Saturday, Sunday, or Holiday to mark/locate a grave, it is suggested, an additional fee of \$200.00 be imposed.

Current Fees and Recommendations are as follows:

	Municipal Code			Contractual Fee Schedule		Proposed to Current	
			%		Current %		% Loss
	Current Fees	Proposed	Change	2024-2026	Gain/Loss	Fees	Gain
Internment (Full Burial)							
Monday-Friday	\$ 1,000.00	\$1,200.00	17%	\$ 900.00	10%	\$1,200.00	25%
Saturday	\$ 1,000.00	\$1,200.00	17%	\$ 1,025.00	-3%	\$1,200.00	15%
Sunday/Holidays	\$ 1,850.00	\$2,250.00	18%	\$ 1,800.00	3%	\$2,250.00	20%
Internment (Infant Burial)							
Monday-Friday	\$ 300.00	\$ 200.00	-50%	\$ 200.00	33%	\$200.00	0%
Saturday	\$ 300.00	\$ 200.00	-50%	\$ 325.00	-8%	\$200.00	-63%
Sunday/Holidays	\$ 450.00	\$ 400.00	-13%	\$ 400.00	11%	\$400.00	0%
Internment (Cremains)							
Monday-Friday	\$ 450.00	\$ 700.00	36%	\$ 475.00	-6%	\$700.00	32%
Saturday	\$ 450.00	\$ 700.00	36%	\$ 600.00	-33%	\$700.00	14%
Sunday/Holidays	\$ 750.00	\$ 1,200.00	38%	\$ 950.00	-27%	\$1,200.00	21%
Disinterment Adult							
Monday-Friday	\$ 1,000.00	\$ 1,550.00	35%	\$ 1,250.00	-25%	\$1,550.00	19%
Saturday	\$ 1,000.00	N/A		N/A			
Sunday/Holidays	\$ 1,000.00	N/A		N/A			
Disinterment Infant							
Monday-Friday	\$ 300.00	\$ 200.00	-50%	\$ 200.00	33%	\$200.00	0%
Saturday	\$ 300.00	N/A		N/A			
Sunday/Holidays	\$ 450.00	N/A		N/A			

In addition to the interment increase, following a survey of various municipal and private cemeteries grave fees, it is proposed to increase the grave site fees to be more inline with other communities.

	Municipal Code			Proposed to Current			
	Cost	Perpetual Care	Total Cost	Cost	Perpetual Care	Total Cost	% Loss / Gain
Resident Fees							
Per grave site	\$ 800.00	\$ 300.00	\$ 1,100.00	\$ 1,000.00	\$ 300.00	\$ 1,300.00	25%
Infant grave site (under 5 feet)	\$ 200.00	\$ 300.00	\$ 500.00	\$ 200.00	\$ 300.00	\$ 500.00	0%
Non-Resident Fees							
Per grave site	\$ 1,200.00	\$ 300.00	\$ 1,500.00	\$1,400.00	\$ 300.00	\$ 1,700.00	17%
Infant grave site (under 5 feet)	\$ 200.00	\$ 300.00	\$ 500.00	\$ 200.00	\$ 300.00	\$ 500.00	0%

Appendix B - Chapter 16:

	Cost	Perpetual Care	Total Cost
<b>Resident Fees*</b>			
Per grave site	<del>\$800</del> <u>\$1,000</u>	\$300	<del>\$1,100</del> <u>\$1,300</u>
Infant grave site (under 5 feet)	\$200	\$300	\$500
Per single columbarium niche	\$5,200	\$300	\$5,500
Per 2-niche private columbarium	\$7,900	\$600	\$8,500
<b>Non-Resident Fees*</b>			
Per grave site	<del>\$1,200</del> <u>\$1,400</u>	\$300	<del>\$1,500</del> <u>\$1,700</u>
Infant grave site (under 5 feet)	\$200	\$300	\$500
Per single columbarium niche	\$6,200	\$300	\$6,500
Per 2-niche private columbarium	\$9,900	\$600	\$10,500

Interment and Disinterment*	Interment Fee	Disinterment Fee
Year around, weekdays and Saturdays	<del>\$1,000</del> <u>\$1,200</u>	<del>\$1,000</del> <u>\$1,550</u>
Year around, Sundays and holidays	<del>\$1,850</del> <u>\$2,250</u>	<del>\$1,850</del> <u>N/A</u>
Interment of ashes, weekday and Saturdays	<del>\$450</del> <u>\$700</u>	
Interment of ashes, Sunday and holidays	<del>\$750</del> <u>\$1,200</u>	
Infant grave site (under 5 feet), weekday or Saturday	<del>\$300</del> <u>\$200</u>   <u>\$200.00</u>	
Infant grave site (under 5 feet), Sunday or holiday	<del>\$450</del> <u>\$400</u>	
Closing crypt in mausoleum*	\$500	
* An additional \$200 fee is added if a Public Works Department employee is needed after 3:00 p.m., or at any time on a weekend or holiday, to mark a grave site for a grave opening.		
<b>Miscellaneous</b>		
Transfer of Deed	\$50	



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: September 10, 2024

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Cliff Ganek, P.E., Village Engineer

SUBJECT: Bid Award for Construction with Keno & Sons Construction Company for the Water Treatment Plants #1 & 2 Aerator and Roof Replacement and proposal for construction oversight with Trotter and Associates, Inc.

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The Village is undertaking a project to replace the existing forced draft packed tower aerators at Water Treatment Plants (WTP) No. 1 and No. 2 with induced draft aerators that have higher capacity and improved efficiency. This upgrade is necessary to allow the plants to operate at full design capacity, as the current aerators are throttling the wells below their potential. The project also includes the rehabilitation of the roofs at both WTPs. The new aerators will be reconnected to the existing odor control systems at WTP No. 1, and no modifications are planned for downstream equipment or processes. Additionally, WTP #2 will include screening panels constructed on the north and east sides of the roof to block the view of the aerators from the residents in Willoughby Farms.

On August 27, 2024, the Village of Algonquin held a bid opening for this project. Four bids were received, with Keno & Sons Construction Company (Keno) submitting the lowest bid in the amount of \$1,802,000. After careful consideration, we recommend awarding the contract to Keno, whose bid is within the current fiscal year's budget. The complete bid tab and recommendation letter from Trotter & Associates are attached.

For construction oversight, we propose continuing our partnership with Trotter & Associates, Inc. (TAI), who not only designed the current project but also recently oversaw construction on our sanitary force main projects. TAI's extensive experience and familiarity with our systems make them well-suited to ensure the successful completion of this project. The contract for construction oversight with TAI is for \$113,400, also within the current fiscal year's budget of \$130,000. Staff is confident in TAI's ability to manage the construction of this project and provide adequate oversight up to the Village's standards on this project.



#### Summary

1. Both treatment plants are operating inefficient aerators that are beyond their useful life.
2. The roof replacements are included in the project as the aerators are mounted on the roof and to eliminate yearly maintenance costs to repair the leaky roofs at both locations.
3. Per Trotter's recommendation, Keno & Sons has a successful track record with similar projects and is capable of completing this project on time and within budget.
4. Trotter & Associates completed the design and is being proposed for construction oversight.
5. The recommended bid amount and the oversight proposal are within the budgeted amount with the Water & Sewer Fund for FY 2024/25.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to award the bid of this project to Keno & Sons Construction Company in the amount of \$1,8002.00 for construction and move forward with the proposal with Trotter & Associates, Inc. in the amount of \$113,400 to the Village Board for approval.



**WTP #1 & 2 AERATOR AND ROOF REPLACEMENT**  
**Bid Opening: August 27, 2024**  
**William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102**



Bidder	Company Name	Address	Bid Bond	Addenda Ack.	Lump Sum Base Bid Amount
1	Keno & Sons Construction Company	33 N. Waukegan Road, Suite 204, Lake Bluff, Illinois 60044	✓	✓	\$ 1,802,000.00
2	Independent Mechanical Industries, Inc.	2671 United Lane, Elk Grove Village, Illinois 60007	✓	✓	\$ 1,900,000.00
3	Boller Construction Company, Inc.	3045 W. Washington Street, Waukegan, Illinois 60085	✓	✓	\$ 2,167,200.00
4	Manusos General Contracting, Inc.	91 Christopher Way, Fox Lake, Illinois 60020	✓	✓	\$ 1,815,000.00



August 27<sup>th</sup>, 2024

Mr. Clifton Ganek, P.E.  
Village Engineer  
Village of Algonquin  
110 Mitchard Way  
Algonquin, Illinois 60102

Subject: **WTP #1 & 2 Aerator and Roof Replacement Project**  
Recommendation to Award

Dear Mr. Ganek,

The Village advertised the above referenced project in accordance with local, state, and federal guidelines on July 9<sup>th</sup>, 2024. The Village received bids until 10:00 a.m. on Tuesday, August 27<sup>th</sup>, 2024. Four bids were received for the project, which were immediately opened and read aloud. The following is a tabulation of the bid received:

<u>Company</u>	<u>Base Bid Amount</u>	<u>Percent Above Low Bid</u>
<i>Engineer's Estimate</i>	\$ 1,904,700.00	-
Keno & Sons Construction Company	\$ 1,802,000.00	-
Manusos General Contracting, Inc.	\$ 1,815,000.00	0.7%
Independent Mechanical Industries, Inc.	\$ 1,900,000.00	5.4%
Boller Construction Co., Inc.	\$ 2,167,200.00	20.3%

Keno & Sons Construction Company (Keno) of Lake Bluff, Illinois was the apparent low bidder with a bid amount of \$1,802,000.00. We have reviewed the bidding documents and required certifications and confirmed that Keno & Sons Construction Company has provided a complete bid package.

Keno is an established general contractor in the water and wastewater industry. Trotter and Associates has previously worked with Keno on the Village of Fox Lake Main Lift Station Improvements Project (\$698,000), Village of Roselle Botterman STP Aerator Replacement (\$665,000), and are currently working with Keno on the Village of Hanover Park UV Replacement (\$670,000) and found them to be capable contractor.

It is therefore our recommendation that the Village award the WTP #1 & 2 Aerator and Roof Replacement Project construction contract to Keno & Sons Construction Company for \$1,802,000.00.

If you should have any questions or wish to discuss further, please contact me at your convenience.

Sincerely,

Chris Marschinke, P.E.  
Sr. Project Manager



August 2<sup>nd</sup>, 2024

Mr. Clifton Ganek, P.E.  
Village Engineer  
Village of Algonquin  
110 Mitchard Way  
Algonquin, Illinois 60102

**Re: WTP #1 and WTP #2 Aerator and Roof Replacement**  
Construction Engineering Services

Dear Mr. Ganek,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to The Village of Algonquin (CLIENT) for the WTP #1 and WTP #2 Aerator and Roof Replacement project (hereinafter referred to as the "PROJECT").

#### **Project Understanding**

The roofs at WTP#1 and at WTP #2 consist of heavy ballast over EPDM membrane and date from the original building construction. Village employees have reported obvious leaks, especially from the existing skylight locations, some of which pose a risk to recently installed electrical equipment. The Village mitigates the leaks as they are identified, but it is understood that this is a temporary solution, and full replacement of the roofs at each facility is required.

WTP #1 & WTP #2 utilize forced draft packed tower aerators upstream of the pressure filtration. WTP #1 includes three aerators, one each for Well 5, Well 6, and a third that is connected to and utilized for either Well 7 or 11. Wells 7 and 11 each have a design capacity of approximately 1,200 gpm; however, each well is throttled to approximately 1,000 gpm output due to insufficient aerator capacity. WTP #1 also includes a carbon scrubber odor control system. The aerators are installed on the roof of the WTP, along with feed and return water piping. Similarly, WTP #2 includes two aerators, one each for Well 8 and Well 9. Well 9 was recently rehabbed and is also throttled to about 1,000 gpm due to insufficient aerator capacity. The aerators are installed on the roof of the WTP, along with feed and return water piping. The existing aerators at both facilities are undersized and have reached their useful service life.

Therefore, the Village requested that TAI provide design and bidding engineering services for the replacement of the aerators and associated equipment, as well as the roofs at each facility. The project was designed in the fall of 2023 into spring of 2024, and subsequently permitted. The project was advertised for bids on July 9<sup>th</sup>, 2024 and bids will open on August 8<sup>th</sup>, 2024. The Village has requested TAI to provide construction engineering services for the oversight of the improvements to both treatment plants.

Trotter and Associates will provide administrative support through the construction duration including holding routine construction meetings, reviewing all submittals, responding to questions/RFI's, issuing CMR's and Change Orders as needed, providing construction observation, and recommending the acceptance or rejection of Work as the project progresses.

## Project Schedule

The contract documents allow for 300 days for Substantial Completion of the project and 330 days for final completion. The aerators are anticipated to be the longest lead time equipment with a 24 to 28 week duration. Therefore, the first six months of the project are expected to be primarily submittal review and administrative support. The remaining four months are expected to be sequential replacement of the aerators and roof replacement to follow.

Notice to Proceed (estimated):	September 1 <sup>st</sup> , 2024
Substantial Completion (estimated):	June 28 <sup>th</sup> , 2025
Final Completion (estimated):	July 28 <sup>th</sup> , 2025

## Scope of Services

Our services will consist of customary engineering services described as follows:

### A. Construction Phase

- 1) Consult with the Village and act as the Village's representative during the execution of construction.
- 2) Participate in the Pre-Construction Conference prior to commencement of Work at the Site.
- 3) Provide field engineering services (resident project representative) during the construction of the project. From the contract documents all work shall be sustainably complete within 300 calendar days and final completion within 330 days. Our construction engineering service proposal and anticipated field staff hours are based on the number of completion days per the contract. It is anticipated that part-time field engineering services (average of 20 hours/week) will be provided through the duration of on-site activities, estimated at 18-20 weeks.
- 4) Make additional visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.
- 5) Recommend to the Village the Contractor's work be disapproved and rejected while it is in progress.
- 6) Issue necessary clarification and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.

- 7) Review and take appropriate action with respect to pay requests; including verification of quantities, certified payroll, waivers, and other items required by the Village to be submitted by the contractor.
- 8) Review and Recommend Change Orders and Work Change Directives as required.
- 9) Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only to conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 10) Evaluate and determine the acceptability of substitute "or-equal" materials and equipment proposed by the Contractor.
- 11) Require such special inspections or tests of Contractor's work as deemed reasonably necessary and receive and review all certifications of inspections, tests, and approvals required by Law and Regulations or the Contract Documents
- 12) Provide weekly reports to Village staff on status of construction.
- 13) Schedule and conduct weekly construction meetings as necessary during construction phase.

**B. Post-Construction Phase**

- 1) Receive bonds, certificates, certificates of inspection, tests and approvals, Shop Drawings, Samples, and other data. Review and provide to the Village.
- 2) Perform punchlist inspections following Substantial Completion. Update and reissue punchlist periodically until final completion.
- 3) Prepare and furnish to the Village Record Drawings showing appropriate record based on Project annotated record documents received from Contractor.
- 4) Preparation of operation and maintenance manuals and transmittal of documents to the Village.

## Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

The total compensation for services will not exceed \$113,400.00 based on the following distribution of compensation:

Construction Phase	\$103,300.00
<u>Post-Construction Phase</u>	<u>\$10,100.00</u>
Base Engineering Fees	\$113,400.00

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1<sup>st</sup> to reflect equitable changes in the compensation payable to ENGINEER.

## **Miscellaneous**

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C—Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.



Village of Algonquin  
Aerator and Roof Replacement Project  
Construction Engineering Services  
August 2<sup>nd</sup>, 2024

## Contents of Agreement

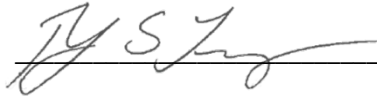
This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: Scott Trotter, PE, BCEE

Title: \_\_\_\_\_

Title: President

Effective Date: \_\_\_\_\_

Date Signed: August 2<sup>nd</sup>, 2024

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

40W201 Wasco Road, St. Charles, Illinois 60175

Designated Representative:

Designated Representative:

\_\_\_\_\_

Chris Marschinke, P.E.

Title: \_\_\_\_\_

Title: Project Manager

Phone Number: \_\_\_\_\_

Phone Number: (630) 587-0470

Facsimile Number: \_\_\_\_\_

Facsimile Number: (630) 587-0475

E-Mail Address: \_\_\_\_\_

E-Mail Address: c.marschinke@trotter-inc.com

## ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: September 10, 2024

TO: Tim Schloneger, Village Manager

FROM: Cliff Ganek, P.E., Village Engineer

SUBJECT: Resolution for Local Match Commitment for Construction of the Sandbloom Road Improvement Project – Multi-Use Path Portion

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With the assistance of HR Green, the Village is submitting an application for grant funding through the Illinois Transportation Enhancements Program (ITEP) for a proposed multi-use path and pedestrian improvements on Sandbloom Road from IL-62 to the south Village limits. The ITEP application deadline is September 30, 2024. A Resolution committing the local share amount is required as part of the application process.

Eligible improvements for the ITEP grant related to the Sandbloom Road Improvement project include

- Multi-use path installation (east side) – Souwanas Tr to Ryan Pkwy
- Sidewalk conversion to multi-use path – Ryan Pkwy to IL-62
- New sidewalk on the west side of Sandbloom Road and ADA enhancements
- Pedestrian crossing improvements at Compton Drive
- Replacement of a retaining wall at the south limits and installation of a new retaining wall at the Souwanas Creek culvert
- Parkway trees to replace existing tree removals

The cost estimate for the ITEP-eligible improvements is \$1,067,519.50. If awarded, ITEP will cover 80% of the construction cost. The Village is required to cover the remaining 20%, which is estimated to be \$250,000 with contingencies and inflation. Based on the current timeline for this project, construction is not expected to occur for three to five years.

**Summary**

1. ITEP covers 80% of the pedestrian-related improvements if awarded.
2. A resolution from the Village committing the remaining 20% is a requirement of the ITEP grant.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for the attached resolution for local match commitment of the ITEP grant for Sandbloom Road Improvements.

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Village of Algonquin, hereinafter referred to as VILLAGE, located in the Counties of McHenry and Kane, State of Illinois, desires to participate in the construction of a multi-use trail along the east side of Sandbloom Road between IL Route 62 and Souwanas Trail to connect existing trail along IL Route 62 and the sidewalk on Souwanas Trail and enhance non-motorized travel opportunities along the corridor and,

WHEREAS, an Illinois Transportation Enhancement Program (ITEP) Grant will fund 80% of the construction for the project with 20% to be paid for with local funds.

WHEREAS, the Village of Algonquin does hereby commit funds in the amount of \$250,000.00 to cover its share of the construction expenses.

NOW, THEREFORE, be it resolved by the VILLAGE:

FIRST: The findings made in the prefatory portion of this Resolution are hereby adopted

SECOND: The VILLAGE does hereby commit the approximate amount of \$250,000.00 plus any additional amounts as may be required for the VILLAGE'S share of the project costs.

I, Fred Martin, Village Clerk in and for Algonquin, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution approved by the Village President and its Board of Trustees at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Village Seal

By: \_\_\_\_\_

Debby Sosine, Village President

By: \_\_\_\_\_

Fred Martin, Village Clerk



**PRELIMINARY ESTIMATE OF COST**

**Village of Algonquin**

**PROJECT NAME: Sandbloom Multi-Use Path & Sidewalk Improvements**

**LIMITS: IL 62 south to Village limits**

**PROJECT GROSS AND NET LENGTH =**

6,100.0 ft

Calculated by

JJS

Date

8/16/2024

Checked by

AC

Date

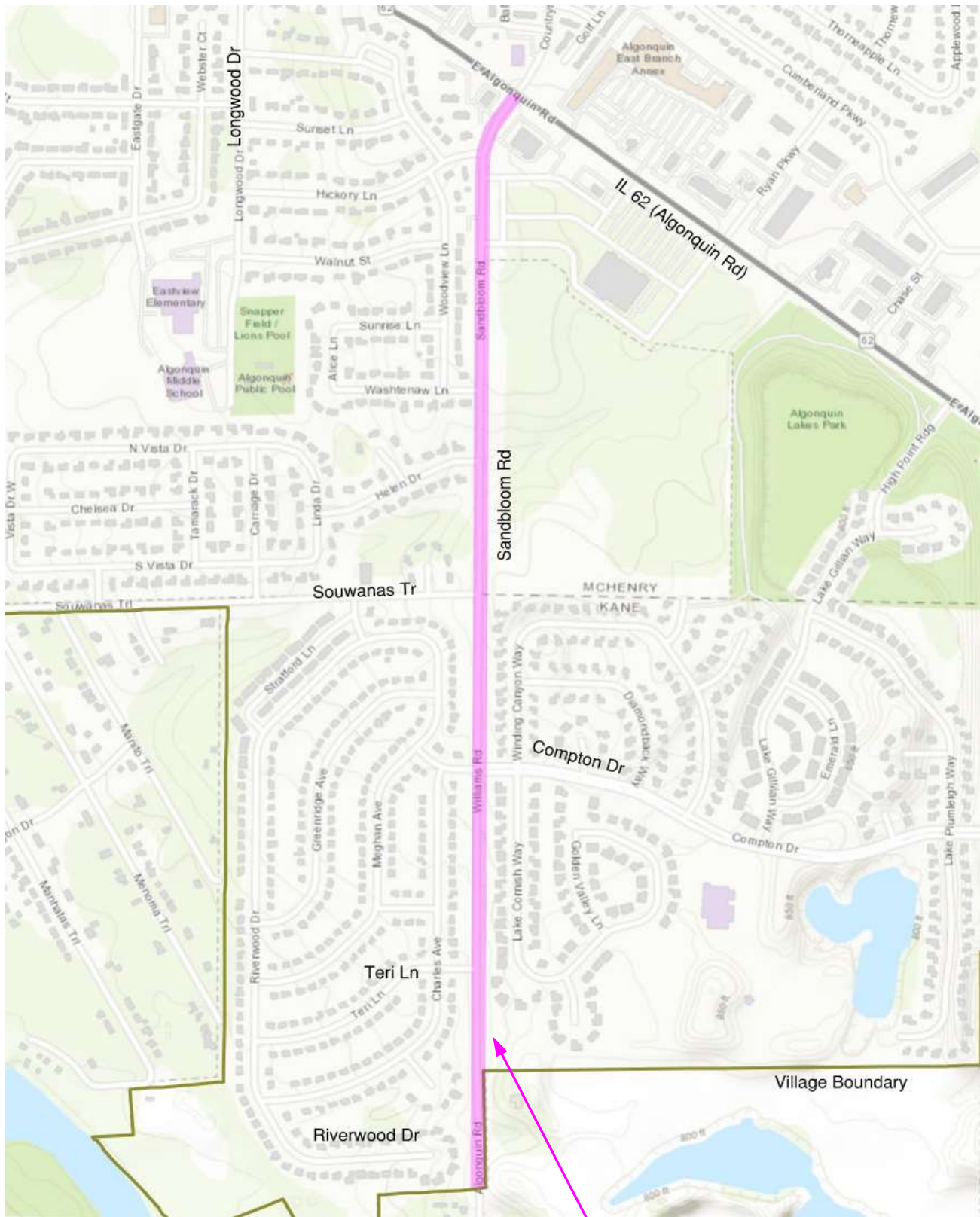
8/21/2024

PAY ITEM DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	ESTIMATED COST
EARTH EXCAVATION	CU YD	6,045	\$35.00	\$211,575.00
FURNISHED EXCAVATION	CU YD	2,070	\$25.00	\$51,750.00
AGGREGATE BASE TYPE B	TON	1,470	\$30.00	\$44,100.00
BITUMINOUS MATERIALS (PRIME COAT)	POUND	5,800	\$0.25	\$1,450.00
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	415	\$200.00	\$83,000.00
COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	60	\$55.00	\$3,300.00
SIDEWALK REMOVAL	SQ FT	1,575	\$5.00	\$7,875.00
PCC SIDEWALK, 5 INCH	SQ FT	10,875	\$12.50	\$135,937.50
DETECTABLE WARNINGS	SQ FT	360	\$45.00	\$16,200.00
THERMOPLASTIC PAVEMENT MARKINGS, LINE 4	FOOT	240	\$0.80	\$192.00
THERMOPLASTIC PAVEMENT MARKINGS, LINE 6	FOOT	1,030	\$3.00	\$3,090.00
THERMOPLASTIC PAVEMENT MARKINGS, LINE 12	FOOT	2,060	\$5.00	\$10,300.00
BICYCLE RAILING	FOOT	250	\$250.00	\$62,500.00
SEGMENTAL CONCRETE BLOCK WALL	SQ FT	900	\$125.00	\$112,500.00
STRUCTURE EXCAVATION	CU YD	215	\$50.00	\$10,750.00
SIGN PANELS, TYPE 1	SQ FT	100	\$25.00	\$2,500.00
TELESCOPING STEEL SIGN SUPPORT	FOOT	180	\$15.00	\$2,700.00
DRIVEWAY PAVEMENT REMOVAL	SQ YD	100	\$12.00	\$1,200.00
TEMPORARY ACCESS (PRIVATE)	EACH	7	\$250.00	\$1,750.00
EROSION CONTROL BLANKET	SQ YD	9,160	\$3.00	\$27,480.00
TOPSOIL, FURNISH & PLACE 4"	SQ YD	9,160	\$6.00	\$54,960.00
SEEDING, CLASS 2A	ACRE	2.00	\$5,000.00	\$10,000.00
PERIMETER EROSION BARRIER	FOOT	4,120	\$5.50	\$22,660.00
PARKWAY TREES	EACH	25	\$900.00	\$22,500.00
WASHOUT BASIN	EACH	1	\$2,000.00	\$2,000.00
PEDESTRIAN ACTIVATED FLASHING CROSSWALK SIGNAGE	EACH	1	\$25,000.00	\$25,000.00
TEMPORARY INFORMATION SIGNING	SQ FT	210	\$25.00	\$5,250.00
MOBILIZATION	L SUM	1	\$50,000.00	\$50,000.00
TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$75,000.00	\$75,000.00
CONSTRUCTION LAYOUT	L SUM	1	\$10,000.00	\$10,000.00
<b>ESTIMATED CONSTRUCTION TOTAL</b>				<b>\$1,067,519.50</b>

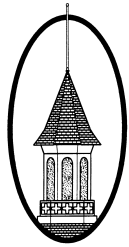


## EXHIBIT A - LOCATION MAP

### SANDBLOOM ROAD IMPROVEMENTS



PROJECT LOCATION



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: September 3, 2024

TO: Tim Schloneger, Village Manager

CC: Nadim Badran, Public Works Director

FROM: Ethan Hoffman, Management Analyst

SUBJECT: Items to be Deemed Surplus

---

We request that the attached list of items located in the former downtown bank be declared surplus.

These items have been assessed and found to be damaged, outdated, and without value. Staff plans to dispose of the items internally, recycling what we can. Any remaining artwork will be donated to the Art on the Fox event.





Item: Office Chair  
Quantity: 27



Item: L-Shaped Desk  
Quantity: 4



Item: Wooden Table  
Quantity: 2



Item: Filing Cabinet  
Quantity: 1



Item: Rolling Chair  
Quantity: 16



Item: Filing Cabinet  
Quantity: 2



Item: Round Table  
Quantity: 1



Item: Filing Cabinet  
Quantity: 3



Item: Metal Desk  
Quantity: 6



Item: Metal Cabinet  
Quantity: 4



Item: Metal Table  
Quantity: 1



Item: Metal Cabinet  
Quantity: 1





Item:  
Quantity: 1



Item: Office Chair  
Quantity: 4



Item: Printer  
Quantity: 1



Item: Fridge  
Cabinet  
Quantity: 1



Item: Wooden Desk  
Quantity: 2



Item: Coin Counter  
Quantity: 1



Item: Wooden Cabinet  
Quantity: 1



Item: Metal Cart  
Quantity: 1



Item: Leather Chair  
Quantity: 1



Item: Plastic Chair  
Quantity: 8

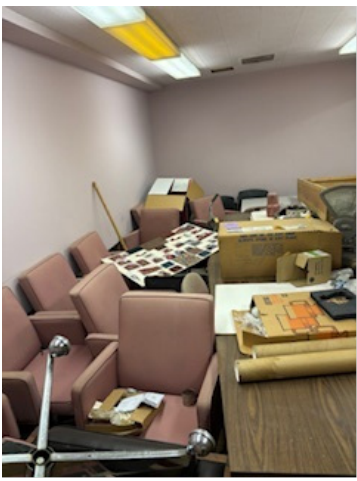


Item: TV Cart  
Quantity: 1



Item: Metal Shelf  
Quantity: 3





Item: Conference Table/ 10 Chairs



Item: Table  
Quantity: 2



Item: Keyboard  
Quantity: 5

### **Items Not Pictured:**

- Trash Cans
- Desk Phones
- Office Supplies on Desk (Pen Holder etc)
- Medium Used Peg Board
- Line Divider Poles
- Christmas Decorations
- Entry Rugs
- Fake Plants (5)
- Generic Artwork (6)



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: 9/4/2024

TO: Tim Schloneger, Village Manager

CC: Nadim Badran, Public Works Director

FROM: Vince Kilcullen, General Services Superintendent  
Mike Reif, Internal Services Supervisor

SUBJECT: Items to be Deemed Surplus

---

**Unit #:** 5BP01

**Year:** 2008

**Make:** Echo

**Model:** PB403T

**ID/VIN:** 09028095

**Description:** Backpack blower past useful life needs repairs.



**Description:** Line driver attachment for striping machine. No longer needed due to contracted road striping.



**ID/VIN:** 1FT8X3BT3BEC98329

**Description:** Truck is passed useful life with the Village. Vehicle has 101,000 miles.

**Model:** Pro Plus

**Description: Plow will be auctioned with truck 501.**





**Description:** Truck is passed its useful life with the Village. Vehicle has 100,000 miles.



**Description: Plow will be auctioned with truck 502**



**Description:** Truck is passed useful life with the Village. Vehicle has 77,000 miles.



**Unit #:** 503 SPL  
**Year:** 2014  
**Make:** Western  
**Model:** Pro Plus  
**Description:** Plow will be auctioned with truck 503.



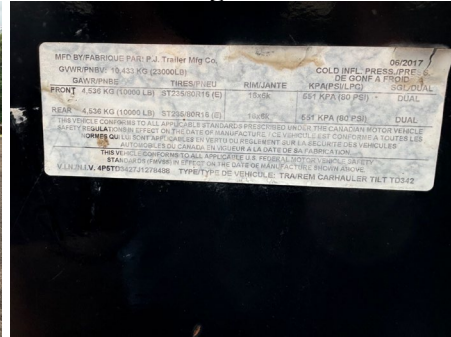
**Unit #:** 518  
**Year:** 2012  
**Make:** Ford  
**Model:** F-350  
**ID/VIN:** 1FT8X3BT6CEC46873  
**Description:** Truck past its useful life with Village. 100,000 miles



**Unit #:** 518PLW  
**Year:** 2018  
**Make:** Western  
**Model:** Pro Plow  
**Description:** Plow will be auctioned with truck 518.



**Unit #:** 574  
**Year:** 2017  
**Make:** PJ  
**Model:** TD342  
**ID/VIN:** 4P5TD3427J1278488  
**Description:** Tip Deck Trailer no longer of use to the Village.



**Unit #:** 613  
**Year:** 2008  
**Make:** Ford  
**Model:** F-450  
**ID/VIN:** 1FDXF47R58EC56623  
**Description:** Truck past useful life with Village. 70,000 miles



**Unit #:** 613 SPL  
**Year:** 2008  
**Make:** Western  
**Model:** Pro Plow  
**Description:** Plow will be auctioned with truck 613.





**Unit #:** 617

**Year:** 2009

**Make:** Ford

**Model:** F-450

**ID/VIN:** 1FDXF47R19EA10188

**Description:** Truck past useful life with the Village.56,000 Miles needs repairs.



**Unit #:** 617 SPL

**Year:** 2009

**Make:** Western

**Model:** Pro Plow

**Description:** Plow will be auctioned with truck617.



**Unit #:** 02

**Year:** 2017

**Make:** Ford

**Model:** Police Interceptor

**ID/VIN:** 1FM5K8AR8HGD139868

**Description:** retired squad car.121,000 Miles



**Unit #:** 03  
**Year:** 2017  
**Make:** Ford  
**Model:** Police Interceptor  
**ID/VIN:** 1FAHP2MK2HG140324  
**Description:** Retired squad car. 125,000 Miles



**Unit #:** 93  
**Year:** 2015  
**Make:** Ford  
**Model:** Police Interceptor  
**ID/VIN:** 1FAHP2MK8FG124299  
**Description:** Retired squad car. 150,000 Miles



**Unit #:** 98  
**Year:** 2016  
**Make:** Ford  
**Model:** Police Interceptor  
**ID/VIN:** 1FM5K8RG8GGC26523  
**Description:** Retired squad car. 140,000 Miles





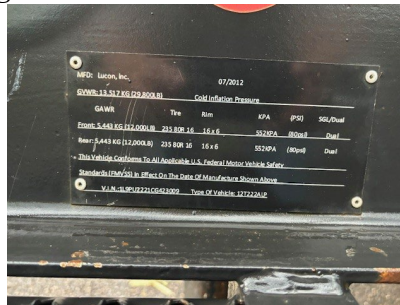
**Unit #:** 952  
**Year:** 2012  
**Make:** Dodge  
**Model:** 2500  
**ID/VIN:** 3C6TD5H23CG283554  
**Description:** Truck past useful life with Village.42,000 Miles



**Unit #:** 952 SPL  
**Year:** 2009  
**Make:** Western  
**Model:** Pro Plow  
**Description:** Plow will be auctioned with truck 952.



**Unit #:** 668  
**Year:** 2012  
**Make:** Custom  
**Model:** 12T222ALP  
**ID/VIN:** 1L9PU2221CG423009  
**Description:** Large air brake trailer no longer need.



**Unit #:** 813

**Year:** 2007

**Make:** Ford

**Model:** F-550

**ID/VIN:** 1FDAF57P97EB22010

**Description:** Truck Past useful life with Village. 75,000 Miles needs repairs.



**Unit #:** 862

**Year:** 2002

**Make:** Big Tex

**Model:** 35SA-12

**ID/VIN:** 4K8AX121621A89448

**Description:** 22-Year-old trailer past useful life



**Make:** Tennant

**Model:** 602813

**ID/VIN:** SS26100004604FT

**Description:** Old floor scrubber, needs repairs





**Description: 6 Hydraulic rams for snow plows. Village no longer has these types of plows.**



**Description: 3 Large planters from Main St. Before construction.**



**Unit #:** TR1

**Year:** 2001

**Make:** Trackmaster

**ID/VIN:** 1Z9VC05101D035673

**Description: Police speed trailer needs major repairs.**



**Unit #:** 5AH01

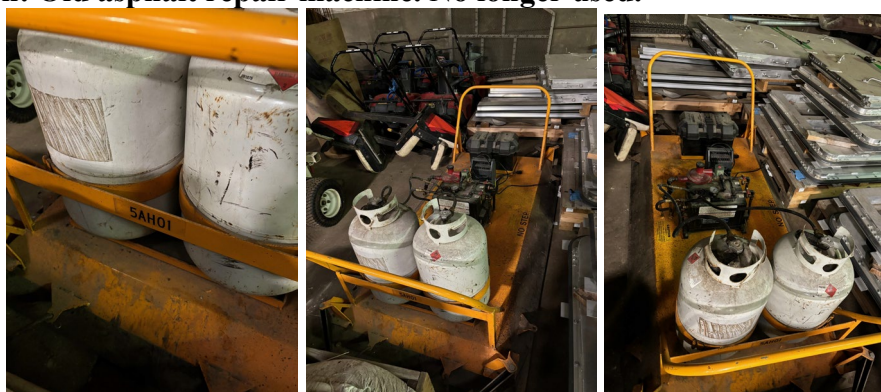
**Year:** 2002

**Make:** Infrarec

**Model:** KM2-18X

**ID/VIN:** 1208133XZ188130

**Description: Old asphalt repair machine. No longer used.**



**Unit #:** 5PT02  
**Year:** 1995  
**Make:** Mikasa  
**Model:** Plate Tamper  
**ID/VIN:** 1A14878  
**Description:** Old Plate Tamper. Needs Repairs.



**Unit #:** 6PH17  
**Year:** 2010  
**Make:** Stihl  
**Model:** HL100K  
**ID/VIN:** 2754550-10  
**Description:** Hedge Trimmer Needs Repair



**Make:** Northern Industrial  
**Model:** 16 Speed Drill Press  
**Description:** Drill Press No longer needed



**Make:** Unknown  
**Model:** Skid Steer Forks  
**ID/VIN:** FFC 11526  
**Description:** Old Skid Steer Forks



**Make:** Porter Cable  
**Model:** Miter Saw  
**Description:** Old Miter Saw



**Unit #:** 8BP01  
**Year:** 1995  
**Make:** Stihl  
**Model:** BR400  
**ID/VIN:** 235166301  
**Description:** Back Pack Blower Needs Repair





**Make:** Stihl

**Model:** HS74

**Description:** Hedge Trimmer needs repairs



**Make:** Stihl

**Model:** FS100RX

**Description:** Weed Whip needs repairs



**Make:** Super Winch

**Model:** LT2000

**Description:** Plate Tamper lift removed from old Hot Box



**Unit #:** 5WW03

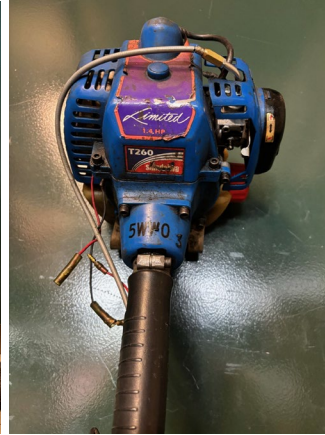
**Year:** 2007

**Make:** Shindaiwa

**Model:** T260

**ID/VIN:** 9036986

**Description:** Weed Whip Needs Repairs



**Unit #:** PW.PW001

**Year:** 2004

**Make:** Mi-T-M Corporation

**Model:** HG-2004-3460

**ID/VIN:** 15008570

**Description:** Old Public Works Pressure Washer. Replaced in FY 24-25 Budget.





# Village of Algonquin

## Police Department



### -M E M O R A N D U M-

DATE: August 28, 2024

To: Tim Schloneger, Village Manager

FROM: Dennis Walker, Police Chief

SUBJECT: Kane County IGA ~ Animal Control Services

---

Attached please find the Intergovernmental Agreement between the Village of Algonquin and Kane County for animal control services. This is the same IGA we have previously presented to the Board with a few updates.

The contract is extended to two years with a one-year extension via letter. Previously this contract was one year with two, one-year extensions. Also, there is language included the Village is required to post on the website advising the public the proper reporting procedures for stray animals:

Depending on where you live in Kane County, you may be served by your local animal control facility, your police department, a state agency, or Kane County Animal Control. In order to handle your concern in the most efficient manner, first determine whether you live in an incorporated or unincorporated area of Kane County to make sure you contact the appropriate agency.

If you live in an incorporated village, town, or city:

For concerns, complaints, and stray animals, contact your police department or town hall first. The police will handle the matter, and will contact Kane County Animal Control for assistance when necessary. If you are a resident of Elgin or Aurora, please contact your city's animal control facility first.

If you live in an unincorporated area of Kane County:

Your concerns, complaints and stray animal control are handled by Kane County Animal Control. Please call 630-232-3555.

The fee schedule has not changed since the last agreement.

I ask that the Committee of the Whole forward this agreement to the Village Board for approval and signature.



## **AGREEMENT FOR ANIMAL CONTROL HOUSING AND SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the COUNTY OF KANE, a body politic and corporate, and the \_\_\_\_\_, an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate, duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the \_\_\_\_\_ ("Municipality") is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with select animal control services, including but not limited to pick-up and housing of straying dogs running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability at Kane County Animal Control ("Animal Control"), located at 4060 Keslinger Road, Geneva, IL, (the "Facility") the Kane County; and

WHEREAS, All cruelty or animal related investigations are the responsibility of the municipality in incorporated areas and Kane County Animal Control agrees to provide advice for such cases where requested. Kane County Animal Control is tasked with the primary responsibility for any and all handling of these types of cases in unincorporated Kane County; and

WHEREAS, all requests for service must be made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality. All Municipalities without police at all hours will provide Kane County Animal Control with an after-hours person to be contacted for approval; and

WHEREAS, the parties have a mutual interest in long term planning for straying animal control services in Kane County; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution to enter into an intergovernmental agreement with the Municipality as herein provided;

**NOW, THEREFORE the COUNTY OF KANE and the \_\_\_\_\_** do hereby agree as follows:

**Section 1. Incorporation of Recitals.**

The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

**Section 2. Pickup Service Provided.**

Upon a request made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality, Animal Control will provide pickup service for straying dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

**Section 3. Complaint Calls - Response.**

The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, to assist the Municipality's police department (or appropriate Municipal officials if no police department exists), for dogs running at large, and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on **Exhibit A**. In the event that a call is placed to the Kane County Animal Control Department for pickup services after the hours of 8 pm on weekdays and all day on weekends, the Municipality shall make its best effort to contact the Kane County Animal Control Department to advise of any call offs as soon as possible in the event of an owner reclaiming a lost animal or other similar event. The foregoing is meant to eliminate the need for Kane County Animal Control Department staff to travel and incur unnecessary expenses during non-working hours. Additionally, in the event the Municipality does not have a police department, the Municipality shall provide Kane County Animal Control with contact information for individuals who may be contacted outside of normal business hours who shall have authority to make determinations concerning the use of services under this Agreement. Should the Kane County Animal Control Department face unexpected budgeting concerns rendering the services described herein impossible to provide at the fees described herein, upon formal written notice by the Kane County Animal Control Administrator, the parties may renegotiate the financial terms of this Agreement. If the parties are unable to reach an agreement as to such renegotiation, any party may cancel this Agreement upon 30 days' written notice.

**Section 4. Vicious or Dangerous Dogs.**

The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs at the Municipality's request. The Municipality agrees to release all documents related to the pending investigation to Animal Control via fax or email. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

**Section 5. Invoices for Services.**

Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

**Section 6. Termination of prior Agreements; Waiver of Fees.**

Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

**Section 7. Fees and Charges to Individual Owners.**

Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

**Section 8. Effective Date; Termination.**

This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until \_\_\_\_\_ (2 years from date approved) with a one one-year renewal option. The Municipality shall notify the County in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

**Section 9. Additional Agreements.**

The Parties agree to meet to work towards a long-term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality. The Municipality must provide the Administrator of Kane County Animal Control with the names and telephone contact information of no fewer than two individuals at the Municipality who shall serve as the point of contact for issues relating to this Agreement, logistical issues, and billing concerns.

**In order to best educate the public about the procedures for reporting straying animals and in an effort to reduce time or confusion associated with such calls for assistance, the parties agree to publish a statement on their respective websites explaining the correct steps for**

members of the public to take when reporting a straying animal. Each Party shall provide a hyperlink to the website of the other, in order to direct users to the proper point of contact. The statement posted must contain the following language:

**Depending on where you live in Kane County, you may be served by your local animal control facility, your police department, a state agency, or Kane County Animal Control. In order to handle your concern in the most efficient manner, first determine whether you live in an incorporated or unincorporated area of Kane County to make sure you contact the appropriate agency.**

**If you live in an incorporated village, town, or city:**

**For concerns, complaints, and stray animals, contact your police department or town hall first. The police will handle the matter, and will contact Kane County Animal Control for assistance when necessary. If you are a resident of Elgin or Aurora, please contact your city's animal control facility first.**

**If you live in an unincorporated area of Kane County:**

**Your concerns, complaints and stray animal control are handled by Kane County Animal Control. Please call 630-232-3555.**

#### **Section 10. Service Provision Subject to Shelter Capacity.**

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the County for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

#### **Section 11. Indemnification.**

The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents, and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane

County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers, agents and, employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

#### **Section 12. Mutual Respect Adherence and Penalties.**

Kane County Animal Control (KCAC) and Municipality agree that mutual respect between the KCAC director and personnel, and Municipal officers and personnel, is integral to the intended and productive effectuation of the Animal Housing Contract. Behaviors that contribute to a hostile, humiliating and/or intimidating work environment, including abusive language or behavior, or denigration via any type of media source (including social media), are unacceptable and will not be tolerated. An employee who believes they he/ she/ they were subjected to such behavior shall raise his/ her/ their concerns with an appropriate manager or supervisor as soon as possible, but no later than eight (8) days from the most recent occurrence(s). An employee who seeks to formally pursue the matter must file a written complaint which identifies the behaviors, including specific examples believed to cause the hostile, humiliating, and/or intimidating work environment. This must also include time and date of occurrence and the name of person spoken with, including badge or other identification number if appropriate. An investigation will be conducted and reviewed by the Administrator or other approved representative of KCAC, with assistance from the State's Attorney, who will provide a recommendation whether disciplinary actions are warranted and the level of severity taken. The Municipality will then be notified of the determination. The three levels of disciplinary action are: 1) written warning to the head of the department/municipality; 2) suspension of Animal Control services for a time of no less than one (1) month; or, in extreme cases, 3) termination of the Animal Housing Contract. Progressive discipline will be used unless the event is egregious and warrants an immediate cancelation of the contract.

#### **Section 13. Notices.**

Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

Main To  
Animal Control Administrator  
Kane County Animal Control  
4060 Keslinger Rd.  
Geneva, IL 60134

**With a copy to:**  
County of Kane

Kane County Government Center  
719 South Batavia Avenue - Building A - 2nd Floor Geneva, IL 60134  
Attention: County Board Chairwoman

**With a copy to:**

States Attorney, Chief of the Civil Division  
100 South Third Street, 4th Floor  
Geneva, IL 60134

**If to the Municipality:**

**PLEASE ADD REQUIRED CONTACT HERE**

**After Hours (8pm – 6:59am weekdays and weekends) Contact for Municipality:**

**PLEASE ADD REQUIRED CONTACT HERE**

Until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

**Section 14. Severability.**

If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

**Section 15. Entire Agreement of the Parties.**

This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

**Section 16. Binding Effect; Successors' Assignment.**

This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

**COUNTY OF KANE**

By: \_\_\_\_\_  
Corinne Pierog County Board Chairman

ATTEST: \_\_\_\_\_  
John A. Cunningham  
Kane County Clerk

**MUNICIPALITY**

**Municipality:** \_\_\_\_\_

**Signature:**\_\_\_\_\_

**Date:**\_\_\_\_\_

## 2025 Kane County Fee Schedule for Municipalities

Service	Fee
Pick up per animal (7:00am - 7:59pm)	\$20.00
Boarding per animal/per day/Maximum charge \$70	\$12.00
Vaccination for distemper per animal	\$12.00
Euthanasia per dog/cat animal ≤ 30 pounds	\$35.00
Euthanasia per dog/cat animal > 30 pounds	\$55.00
Rabies observation (includes euthanasia fee) ≤ 30 pounds	\$150.00
Rabies observation (includes euthanasia fee) > 30 pounds	\$175.00
Specimen pick up	\$50.00
Specimen prep	\$60.00
Eviction - cost includes pickup charges and 7 Day MAX boarding (Per Animal)	\$110.00
After Hours Pick up (8:00pm - 6:59am)	\$175.00
After Hours Call Out with NO PICKUP (8:00pm - 6:59am)	\$100.00
<b>Average cost per stray animal impounded</b>	<b>\$116.00</b>

