



PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting

Monday, February 5, 2024

6:00 PM

East Dundee Police Station, 2nd Floor Meeting Room
115 E. 3rd Street, East Dundee, IL 60118

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve the Release of Executive Session Minutes and the Destruction of the Verbatim Audio Records of Meeting Minutes Dated January 3, 2017, March 6, 2017, March 20, 2017, April 10, 2017, April 17, 2017, May 1, 2017, June 19, 2017, September 11, 2017, November 6, 2017, December 4, 2017, December 11, 2017, December 28, 2017, July 16, 2018, August 6, 2018, August 20, 2018, October 1, 2018, October 15, 2018, March 11, 2019, May 20, 2019, June 3, 2019, August 17, 2020, and November 16, 2020](#)
 - b. [Motion to Accept the Warrants Lists in the Amounts of \\$35,501.29 and \\$130,837.20](#)
 - c. [Motion to Approve a Resolution for Maintenance Under the Illinois Highway Code to Expend \\$62,000 in Motor Fuel Tax \(MFT\) Funds in FY 2024](#)
 - d. [Motion to Approve a Resolution for Maintenance Under the Illinois Highway Code to Retroactively Expend \\$30,000 in Motor Fuel Tax \(MFT\) Funds in SY 2023](#)
 - e. [Motion to Approve an Ordinance Granting a Class E Liquor License to the Anvil Club, Inc. and Amending Section 116.05\(B\) of the Village Code to Increase the Number of Class E Liquor Licenses \(Tequila Val's\)](#)
 - f. [Motion to Approve an Ordinance Amending Section 32.10 of the Village of East Dundee Village Code Relating to Village Boards, Committees, Councils, and Commissions](#)
6. Other Agenda Items
 - a. [Motion to Approve a Resolution Authorizing the Village Administrator to Enter into a Contract for the Purchase of Electricity from the Lowest Cost Electricity Provider for the Purposes of Street Lighting through the Northern Illinois Municipal Electric Collaborative Bid Process](#)
 - b. [Discussion of the Current Animal Control Ordinance \(92-03\) Contained in the Village Code](#)
 - c. [Motion to Approve a Resolution Authorizing the Village Administrator to Enter into a](#)

Professional Services Agreement with Baxter & Woodman Consulting Engineers to Develop a Project Plan in an Amount Not-To-Exceed \$30,400

7. Village President and Board Reports

8. Staff Reports

9. Executive Session

Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.

10. Adjournment

Memorandum



To: Village President and Board of Trustees
From: Katherine Diehl, Village Clerk
Subject: Approval to Release Executive Session Minutes
Date: February 5, 2024

Pursuant to 5 ILCS 120/2 (c) (21), the Village Board reviewed executive session minutes for release pursuant to 5 ILCS 120/2.06(d). The Village Board determined that the following executive session minutes shall be released for review to the public for review as the need for confidentiality no longer exists pursuant to 5 ILCS 120/2.06(d)(2), and the verbatim record shall be destroyed for those sessions pursuant to 5 ILCS 120/2.06(c)(1)(2):

- Jan 3, 2017
- March 6, 2017
- March 20, 2017
- Apr 10, 2017
- Apr 17, 2017
- May 1, 2017
- Jun 19, 2017
- Sept 11, 2017
- Nov 6, 2017
- Dec 4, 2017
- Dec 11, 2017
- Dec 28, 2017
- Jul 16, 2018
- Aug 6, 2018
- Aug 20, 2018
- Oct 1, 2018
- Oct 15, 2018
- Mar 11, 2019
- May 20, 2019
- Jun 3, 2019
- Aug 17, 2020
- Nov 16, 2020

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ANA LOPEZ - C/O PETTY CASH - PD					
123123	KCCPA LUNCHEON	12/31/2023	25.00		01-21-5420
123123	COFFE CREAMER	12/31/2023	24.99		01-21-5610
Total ANA LOPEZ - C/O PETTY CASH - PD:			49.99		
AT&T					
011324	ATT W/S	01/13/2024	364.17		60-33-5320
Total AT&T:			364.17		
CINTAS FIRST AID & SAFETY					
4174621396	MATS PD	11/20/2023	49.19		01-21-5121
Total CINTAS FIRST AID & SAFETY:			49.19		
CLARK HILL PLC					
1381967	LEGAL SERV PD	12/06/2023	213.00		01-21-5230
1381967	LEGAL SERV PW	12/06/2023	248.50		01-31-5230
1396691	LEGAL SERV PW	01/23/2024	1,207.00		01-31-5230
Total CLARK HILL PLC:			1,668.50		
COM ED					
011224	COM ED VH	01/12/2024	189.56		01-31-5510
011224	COM ED STREETS	01/12/2024	163.20		28-01-5510
Total COM ED:			352.76		
COMED					
012524	COM ED STREETS	01/25/2024	634.17		28-01-5510
Total COMED:			634.17		
H&H ELECTRIC CO.					
42741	STREET LIGHT MAINT	11/22/2023	1,834.32		01-31-5150
42923	STREET LIGHT REPAIR	12/12/2023	2,846.70		01-31-5150
Total H&H ELECTRIC CO.:			4,681.02		
HOME DEPOT					
011224	TOOL	01/12/2024	498.00		01-31-5640
011224	VH CEILING TILES	01/12/2024	208.75		32-15-5948
011224	VH MAINT	01/12/2024	95.87		32-15-5948
011224	VH MAINT	01/12/2024	294.82		32-15-5948
Total HOME DEPOT:			1,097.44		
ILLINOIS STATE TOLL HIGHWAY AUTHORITY					
g12900000605	TOLLS	01/18/2024	31.65		01-21-5720
Total ILLINOIS STATE TOLL HIGHWAY AUTHORITY:			31.65		
IMPACT NETWORKING					
3145230	COPIER C368 CONTRACT	01/19/2024	255.20		01-12-5340

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total IMPACT NETWORKING:			255.20		
JNL CLIMATE CONTROL INC					
84141-1	SERVICE CALL - SLUDGE BLDG	11/30/2023	278.00		60-33-5111
Total JNL CLIMATE CONTROL INC:			278.00		
NICOR GAS					
012424	NICOR S/W	01/24/2024	118.16		60-33-5510
Total NICOR GAS:			118.16		
NORTHWESTERN MEDICINE OCCUPATIONAL HEALT					
547077/546810	PD EMPLOYEE SCREENGIN	12/29/2023	212.00		01-21-5240
547077/546810	PW MEDICAL	12/29/2023	175.00		60-33-5240
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALT:			387.00		
SAFE LIFE DEFENCE, LLC					
32316636	DUTY BELT	10/04/2023	135.41		01-21-5080
Total SAFE LIFE DEFENCE, LLC:			135.41		
THIRD MILLENNIUM ASSOCIATES					
30965	UB REFUSE	01/31/2024	14.34		01-33-5340
30965	UTILITY BILLING W/S	01/31/2024	129.03		60-33-5340
Total THIRD MILLENNIUM ASSOCIATES:			143.37		
THOMPSON ELEVATOR SERVICE					
24-0088	ELEV INSP SUPR STG	01/08/2024	93.00		01-01-1112
Total THOMPSON ELEVATOR SERVICE:			93.00		
US BANK					
1500 122623 A	CARRIER	12/26/2023	71.98		01-21-5080
1500 122623 A	RESCUE ESS	12/26/2023	90.28		01-21-5630
Total US BANK:			162.26		
COLIN HEGARTY					
112624	FACADE GRANT REIMB	11/26/2024	25,000.00		34-01-5876
Total COLIN HEGARTY:			25,000.00		
Grand Totals:			35,501.29		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
AFLAC					
831702	AFLAC	01/26/2024	755.26		27-01-2215
Total AFLAC:			755.26		
AMS MECHANICAL SYSTEMS, INC					
18226-3	QTRLY MAINT BILLI	01/23/2024	2,328.00		01-21-5121
Total AMS MECHANICAL SYSTEMS, INC:			2,328.00		
ANDY SAUDER					
011524	ART COUNCLIL B&W SHOW	01/15/2024	97.09		34-01-5940
Total ANDY SAUDER:			97.09		
ASSURANT FIRE PROTECTION, LLC					
21783	WTP - SPRINKLER SYSTEM RE	01/30/2024	4,520.00		60-33-5110
Total ASSURANT FIRE PROTECTION, LLC:			4,520.00		
BLUE CROSS BLUE SHIELD					
020124	BCBS ADMIN	02/01/2024	5,815.43		01-12-5060
020124	BCBS FIN	02/01/2024	1,599.84		01-14-5060
020124	BCBS PD	02/01/2024	30,864.49		01-21-5060
020124	BCBS BLDG	02/01/2024	2,450.00		01-25-5060
020124	BCBS PW	02/01/2024	6,531.17		01-31-5060
020124	BCBS EMP CONTRIB	02/01/2024	4,939.62		27-01-2207
020124	BCBS RETIREES	02/01/2024	5,701.13		27-01-2210
020124	BCBS WTR/SWR	02/01/2024	8,506.12		60-33-5060
Total BLUE CROSS BLUE SHIELD:			66,407.80		
CARGILL INCORPORATED - SALT DIVISION					
2909008061	ROAD SALT	01/11/2024	6,401.83		28-01-5160
2909012513	ROAD SALT	01/12/2024	2,044.75		28-01-5160
Total CARGILL INCORPORATED - SALT DIVISION:			8,446.58		
CASSIDY TIRE & SERVICE					
922020153	TRUCK 21 TIRE REPAIR	01/17/2024	40.75		01-31-5120
Total CASSIDY TIRE & SERVICE:			40.75		
CINTAS FIRST AID & SAFETY					
4180544245	MATS - VH	01/17/2024	39.88		01-12-5110
4180544273	MATS PD	01/17/2024	49.19		01-21-5121
Total CINTAS FIRST AID & SAFETY:			89.07		
COVERALL NORTH AMERICA DBA					
1010725124	CLEANING VH	02/01/2024	329.00		01-12-5110
1010725124	CLEANING POLICE	02/01/2024	1,410.00		01-21-5121
1010725124	CLEANING PW 446 ELGIN AVE	02/01/2024	95.00		01-31-5110
1010725124	CLEANING DEPOT	02/01/2024	95.00		01-31-5196
1010725124	CLEANING PW PRAIRIE LAKE	02/01/2024	236.00		60-33-5110
1010725124	CLEANING PW 401 ELGIN AVE	02/01/2024	236.00		60-33-5111

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total COVERALL NORTH AMERICA DBA:			2,401.00		
CURRAN CONTRACTING COMPANY					
29432	ASPHALT COLD PATCH	01/30/2024	1,036.95		01-31-5150
Total CURRAN CONTRACTING COMPANY:			1,036.95		
DREISILKER ELECTRIC MOTORS INC					
5991	COOLING FAN MOTORS	12/24/2024	748.48		60-33-5131
Total DREISILKER ELECTRIC MOTORS INC:			748.48		
DUNDEE NAPA AUTO PARTS					
467243	POWER STEERING FLUID	01/22/2024	25.06		01-31-5120
467694	RETURN FILTER	01/26/2024	76.45-		01-31-5120
467968	WWTP SUPPLIES	01/30/2024	19.86		60-33-5630
Total DUNDEE NAPA AUTO PARTS:			31.53-		
DW-SERVANT FUND (EAST DUNDEE) LLC					
012524 1	BDD DUNDEE GATEWA	01/25/2024	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
HAWKINS, INC.					
6667907	WW CHEMICALS	01/10/2024	5,812.63		60-33-5651
6673295	WW CHEMICALS	01/23/2024	1,764.67		60-33-5651
Total HAWKINS, INC.:			7,577.30		
HELPING HAND IT					
24-45115	IT SERVICES	01/24/2024	612.50		01-12-5286
24-45146	IT SERVICES	01/29/2024	341.25		01-12-5286
Total HELPING HAND IT:			953.75		
HINCKLEY SPRINGS					
23907757 0120	VH WATER	01/20/2024	88.03		01-12-5630
Total HINCKLEY SPRINGS:			88.03		
ILLINOIS PUBLIC RISK FUND					
86383	W/C ADMIN	01/17/2024	743.90		01-12-5520
86383	W/C FIN	01/17/2024	374.45		01-14-5520
86383	W/C PD	01/17/2024	4,343.62		01-21-5520
86383	W/C BLDG	01/17/2024	374.45		01-25-5520
86383	W/C W/S	01/17/2024	748.90		01-31-5520
86383	W/C PW	01/17/2024	898.68		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			7,484.00		
ILLINOIS STATE POLICE					
2021 MR 1963	CASE 2021 MR 1963	01/22/2024	307.00		01-09-4717
Total ILLINOIS STATE POLICE:			307.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
KNAPHEIDE EQUIPMNET CO - CHICAGO					
68F77833	TRUCK 29 PLOW CYL	01/19/2024	215.00		01-31-5160
68F77836	PLOW CUTTING EDGE	01/19/2024	539.70		01-31-5160
Total KNAPHEIDE EQUIPMNET CO - CHICAGO:			754.70		
LAUDERDALE ELECTRIC, INC.					
9562	SWITCH VH 2ND FLOOR	01/29/2024	627.85		01-12-5110
9564	PED XING LIGH	01/29/2024	450.00		01-31-5150
9560	IL POLE KNOCKED DOWN	01/29/2024	2,923.40		15-01-5950
Total LAUDERDALE ELECTRIC, INC.:			4,001.25		
MENARDS - CARPENTERSVILLE					
17760	STREET LIGHT	01/27/2024	26.46		01-31-5150
17289	MISC PAINT & OPER SUPPLIES	01/15/2024	155.23		01-31-5630
17919	DEPOT REMODEL	01/30/2024	155.79		34-01-5945
17760	WTP TOWER	01/27/2024	15.99		60-33-5111
Total MENARDS - CARPENTERSVILLE:			353.47		
PADDOCK PUBLICATIONS, INC					
277379	PUB HEARING PUBLICATIONS	01/22/2024	57.50		01-12-5330
Total PADDOCK PUBLICATIONS, INC:			57.50		
SARGENTS EQUIPMENT REPAIR					
6544	SNOW PLOW REPAIRS	01/30/2024	493.32		01-31-5160
Total SARGENTS EQUIPMENT REPAIR:			493.32		
SHERWIN WILLIAMS					
6691-2	PAINT VH FRONT OFFICE	01/17/2024	359.50		32-15-5948
6995-7	VH PAINT PROJECT	01/26/2024	37.41		32-15-5948
Total SHERWIN WILLIAMS:			396.91		
STANDARD INSURANCE COMPANY					
01172024	ADMIN	01/17/2024	233.48		01-12-5060
011724	ADMIN	01/17/2024	233.48		01-12-5060
1172024	ADMIN	01/17/2024	8.13		01-12-5060
11724	ADMIN	01/17/2024	8.13		01-12-5060
01172024	FINANCE	01/17/2024	44.47		01-14-5060
011724	FINANCE	01/17/2024	44.47		01-14-5060
1172024	FINANCE	01/17/2024	2.58		01-14-5060
11724	FINANCE	01/17/2024	2.58		01-14-5060
01172024	POLICE	01/17/2024	1,404.96		01-21-5060
011724	POLICE	01/17/2024	1,404.96		01-21-5060
1172024	POLICE	01/17/2024	66.95		01-21-5060
11724	POLICE	01/17/2024	66.95		01-21-5060
01172024	BUILDING	01/17/2024	87.19		01-25-5060
011724	BUILDING	01/17/2024	87.19		01-25-5060
1172024	BUILDING	01/17/2024	4.71		01-25-5060
11724	BUILDING	01/17/2024	4.71		01-25-5060
01172024	PW	01/17/2024	344.92		01-31-5060
011724	PW	01/17/2024	344.92		01-31-5060
1172024	PW	01/17/2024	22.05		01-31-5060

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
11724	PW	01/17/2024	22.05		01-31-5060
01172024	EMPLOYEE	01/17/2024	364.55		27-01-2208
011724	EMPLOYEE	01/17/2024	364.55		27-01-2208
1172024	EMPLOYEE	01/17/2024	341.84		27-01-2208
11724	EMPLOYEE	01/17/2024	341.84		27-01-2208
01172024	W/S	01/17/2024	430.62		60-33-5060
011724	W/S	01/17/2024	430.62		60-33-5060
1172024	W/S	01/17/2024	26.16		60-33-5060
11724	W/S	01/17/2024	26.16		60-33-5060
Total STANDARD INSURANCE COMPANY:			6,765.22		
STAPLES ADVANTAGE					
8072921283	OFFICE SUPPLIES	01/13/2024	91.11		01-21-5610
Total STAPLES ADVANTAGE:			91.11		
TRAFFIC CONTROL & PROTECTION					
117895	STREET SIGNS	01/26/2024	95.70		01-31-5150
117896	STREET SIGN	01/26/2024	40.00		01-31-5150
Total TRAFFIC CONTROL & PROTECTION:			135.70		
TROY THURLWELL					
011524	B&W ART SHOW SUPP	01/15/2024	149.55		34-01-5940
011524	B&W SHOW PREP WORK	01/15/2024	400.00		34-01-5940
Total TROY THURLWELL:			549.55		
USA BLUEBOOK					
252921	W LAB SUPPLIES	01/22/2024	878.85		60-33-5630
Total USA BLUEBOOK:			878.85		
VERIZON WIRELESS					
9953824961	VERIZON ADMIN	01/10/2024	92.47		01-12-5320
9953824961	VERIZON FIN	01/10/2024	92.47		01-14-5320
9953824961	VERIZON PD	01/10/2024	363.42		01-21-5320
9953824961	VERIZON B&Z	01/10/2024	56.46		01-25-5320
9953824961	VERIZON SWR/WTR	01/10/2024	332.23		01-31-5320
9953824961	VERIZON PW	01/10/2024	156.07		60-33-5320
9954226496	W/WW DIALER MODEMS	01/14/2024	37.16		60-33-5320
Total VERIZON WIRELESS:			1,130.28		
WAGEWORKS, INC					
6110304	HEALTHCARE BENEFIT	01/24/2023	176.00		01-12-5060
Total WAGEWORKS, INC:			176.00		
WELCH BROTHERS, INC.					
3260817	GLOVES	01/26/2024	28.50		01-31-5630
3260817	FLOOR SCRAPER	01/26/2024	35.25		01-31-5640
3260817	SAN SEWER LID	01/26/2024	189.00		60-33-5141
3260817	WATER MARKING PAINT	01/26/2024	72.60		60-33-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total WELCH BROTHERS, INC.:			325.35		
WEX INC					
94641641	FUEL CHARGES PD	01/23/2024	2,261.75		01-21-5620
94641641	B&Z FUEL	01/23/2024	136.56		01-25-5620
94641641	FUEL CHARGES PW	01/23/2024	2,015.32		01-31-5620
94641641	FUEL CHARGES WS	01/23/2024	2,438.91		60-33-5620
Total WEX INC:			6,852.54		
WINZER FRANCHISE COMPANY					
1797388	PLOW BOLTS	01/24/2024	459.25		01-31-5160
Total WINZER FRANCHISE COMPANY:			459.25		
Grand Totals:			130,837.20		

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.
Invoice.Batch = "FY24"

Memorandum



To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Approval of Motor Fuel Tax Expenditures – FY 2024

Date: February 5, 2024

Action Requested:

Staff recommends Village Board approval of an Illinois Department of Transportation (IDOT) Resolution for Maintenance Under the Illinois Highway Code to expend \$62,000 in Motor Fuel Tax (MFT) Funds in FY 2024.

Funding Source:

Account Codes #28-01-5160 and #28-01-5510.

Summary:

The expenditure of MFT funds requires the approval by the Illinois Department of Transportation (IDOT). The corporate authorities of each municipality must adopt a resolution and approve the required documents appropriating such MFT funds. These forms indicate how MFT funds will be expended and must be submitted to IDOT for approval.

The MFT Fund in the FY 2024 Budget appropriates \$62,000 for the following proposed expenditures:

- \$32,000 - Road salt (snow and ice control)
- \$30,000 - Electricity (street lighting and traffic signals)

Attached and listed below are the requisite IDOT forms that allow the Village to expend appropriated MFT funds.

Attachments:

IDOT form BLR 14220 - Resolution for Maintenance Under the Illinois Highway Code
IDOT form BLR 14222 - Local Public Agency General Maintenance, Estimate of Maintenance Costs



District	County	Resolution Number	Resolution Type	Section Number
1	Kane		Original	24-00000-01-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
East Dundee Illinois that there is hereby appropriated the sum of sixty-two thousand
Name of Local Public Agency
Dollars (\$62,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
01/01/24 to 12/31/24 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of East Dundee
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Katherine Diehl Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
of East Dundee in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of East Dundee at a meeting held on 02/05/24 .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of February, 2024 .
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

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APPROVED

Regional Engineer Signature & Date
Department of Transportation

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Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Local Public Agency	County	Section Number	Beginning	Ending
Village of East Dundee	Kane	24-00000-01-GM	01/01/24	12/31/24

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Street Light Electricity	I	No		Lump Sum	1	\$30,000.00	\$30,000.00	\$30,000.00
Road Salt	I	No		Lump Sum	1	\$32,000.00	\$32,000.00	\$32,000.00
Total Operation Cost								\$62,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$30,000.00			\$30,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$32,000.00			\$32,000.00
Formal Contract (Bid Items)				
Maintenance Total	\$62,000.00			\$62,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$62,000.00			\$62,000.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

Village President

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
<input type="text" value="Village of East Dundee"/>	<input type="text" value="Kane"/>	<input type="text" value="24-00000-01-GM"/>	<input type="text" value="01/01/24"/>	<input type="text" value="12/31/24"/>

IDOT Department Use Only

Received Location	Received Date	Additional Location?
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>

WMFT Entry By	Entry Date
<input type="text"/>	<input type="text"/>

Memorandum



To: Erika Storlie, Village Administrator

From: Phil Cotter, Director of Public Works

Subject: Approval of Motor Fuel Tax Expenditures – SY 2023

Date: February 5, 2024

Action Requested:

Village Board pass an Illinois Department of Transportation (IDOT) Resolution for Maintenance Under the Illinois Highway Code to retroactively expend \$30,000 in Motor Fuel Tax (MFT) Funds in SY 2023.

Funding Source:

Account Codes 28-01-5160 and 28-01-5510.

Summary:

The expenditure of MFT funds requires the approval by the Illinois Department of Transportation (IDOT). The corporate authorities of each municipality must adopt a resolution and approve the required documents appropriating such MFT funds. These forms indicate how MFT funds will be expended and must be submitted to IDOT for approval.

The MFT Fund in the SY 2024 Budget appropriated \$30,000 for the following expenditures:

- \$5,000 - Road salt (snow and ice control)
- \$25,000 - Electricity (street lighting and traffic signals)

Attached and listed below are the requisite IDOT forms that allow the Village to expend appropriated MFT funds.

Attachments:

IDOT form BLR 14220 - Resolution for Maintenance Under the Illinois Highway Code
IDOT form BLR 14222 - Local Public Agency General Maintenance, Estimate of Maintenance Costs



District	County	Resolution Number	Resolution Type	Section Number
1	Kane		Original	23-00000-02-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
East Dundee Illinois that there is hereby appropriated the sum of thirty thousand
Name of Local Public Agency
Dollars (\$30,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/23 to 12/31/23
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of East Dundee
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Katherine Diehl Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
of East Dundee in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of East Dundee at a meeting held on 02/05/24
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of February, 2024
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date
Department of Transportation

--



Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
Village of East Dundee	Kane	23-00000-02-GM	05/01/23	12/31/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Stree Light Electricity	I	No		Lump Sum	1	\$25,000.00	\$25,000.00	\$25,000.00
Road Salt	I	No		Lump Sum	1	\$5,000.00	\$5,000.00	\$5,000.00
Total Operation Cost								\$30,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$25,000.00			\$25,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$5,000.00			\$5,000.00
Formal Contract (Bid Items)				
Maintenance Total	\$30,000.00			\$30,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$30,000.00			\$30,000.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

Village President

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
<input type="text" value="Village of East Dundee"/>	<input type="text" value="Kane"/>	<input type="text" value="23-00000-02-GM"/>	<input type="text" value="05/01/23"/>	<input type="text" value="12/31/23"/>

IDOT Department Use Only

Received Location	Received Date	Additional Location?
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
WMFT Entry By	Entry Date	
<input type="text"/>	<input type="text"/>	

Memorandum



To: Village President and Board of Trustees

From: Franco Bottalico, Assistant to the Village Administrator

Subject: Request for a Class E Liquor License - 309 Meier St.

Date: February 5, 2024

Action Requested:

Staff recommends Village Board approval of an ordinance granting a class E liquor license to The Anvil Club, Inc. d/b/a Tequila Val's located at 309 Meier Street, East Dundee, IL 60118 and amending Section 116.05(B) of the Village Code to increase the number of Class E liquor licenses.

Summary:

Staff has received an application from Colin Hegarty and Thomas Roeser ("Applicants") requesting a Class E liquor license for their upcoming Cantina and Mexican Restaurant to be called Tequila Val's located at 309 Meier St. ("Property"). The liquor license would be issued to The Anvil Club, Inc. an Illinois corporation d/b/a Tequila Val's. A Class E allows for a Restaurant with a Bar. This ordinance would also increase the number of permitted Class E licenses from 3 to 4 in the table located in Section 116.05(B) of the code.

Applicants have received a certificate of appropriateness from the Planning, Zoning, and Historic Commission on August 14, 2023 and has since commenced working on the exterior and interior of the property.

Applicant anticipates opening in February 2024.

Attachments:

Ordinance
Redacted Application
Layout Designs

ORDINANCE NUMBER 24 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, GRANTING A
CLASS E LIQUOR LICENSE TO THE ANVIL CLUB, INC. AND
AMENDING SECTION 116.05(B) OF THE VILLAGE CODE TO
INCREASE THE NUMBER OF CLASS E LIQUOR LICENSES
(Tequila Val's)**

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Illinois Liquor Control Act, 235 ILCS 5/1-1, *et seq.*, authorizes the Village to determine the number, kind and classification of licenses for the retail sale of alcohol liquor, and to establish rules and regulations for the sale thereof; and

WHEREAS, the Anvil Club, Inc., an Illinois corporation d/b/a the Anvil Club ("Licensee"), held a Class E Liquor License issued by the Village ("Existing Liquor License") to permit the sale of alcoholic beverages at the premises located at 309 Meier Street, East Dundee, Illinois ("Premises");

WHEREAS, pursuant to Section 116.06(C) of "the Code of the Village of East Dundee" ("Village Code"), transfers of ownership in a liquor license holder in excess of 50% is deemed a transfer of the liquor license and requires reapplication for a new liquor license; and

WHEREAS, pursuant to Section 116.06(A), the transfer of the Existing Liquor License is prohibited and the Existing Liquor License is terminated; and

WHEREAS, pursuant to Section 116.05(I) of the Village Code, the termination of the Existing Liquor License reduced the number of permitted Class E liquor licenses; and

WHEREAS, the Village has received a request from Colin Hegarty and Thomas Roeser to: (i) amend Section 116.05(I) to increase the number of Class E liquor licenses, from 3 to 4; and (ii) issue a new Class E liquor license to The Anvil Club, Inc., an Illinois corporation d/b/a Tequila Val's, for the Premises; and

WHEREAS, the President and Board of Trustees have deemed it to be in the best interest of the Village to: (i) amend Section 116.05(B) to increase the number of permitted Class E liquor licenses from three to four; and (ii) grant a Class E liquor license to Licensee for the Premises;

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: Amendment of Section 116.05(B). That Section 116.05(B) be amended to increase the number of permitted Class E liquor licenses from three to four.

SECTION 3: Granting of Class E Liquor License. That the Local Liquor Control Commissioner or their designee is hereby authorized to issue a Class E liquor license to Licensee for the Premises.

SECTION 4: Continuation. That all provisions of the Village Code not amended herein shall remain in full force and effect.

SECTION 5: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 7: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2024 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2024.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this _____ day of _____, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2024.



APPLICATION FOR ALCOHOLIC LIQUOR LICENSE

License Period January 1, 2023 - December 31, 2023

DATE OF APPLICATION: 12/20/23

LEGAL NAME OF BUSINESS: The Anvil Club, INC

DBA NAME: Tequila Vals IL SALES TAX #: [REDACTED]

BUSINESS ADDRESS: 309 weier st, EAST DUNDEE, IL PHON [REDACTED]

MAILING ADDRESS (if different): _____

NAME OF APPLICANT: Colin Hearty PHON [REDACTED]

E-MAIL ADDRESS: _____

NAME/ADDRESS of the person who owns or controls these premises: _____

1. License Classification and Annual Fee: \$500 Please check the classification that you are applying for

CLASS	ANNUAL FEE
<input type="checkbox"/> Class A Tavern	\$2000
<input type="checkbox"/> Class A-1 Tavern with Beer Garden (consumption on premises)	\$3000
<input type="checkbox"/> Class A-2 Beer/wine on premises with Beer Garden	\$2500
<input type="checkbox"/> Class B Package Liquor.....	\$2000
<input type="checkbox"/> Class B-1 Supermarket/Drug Store.....	\$2000
<input type="checkbox"/> Class B-2 Package Liquor.....	\$1200
<input type="checkbox"/> Class B-3 Mail Order License.....	\$300
<input type="checkbox"/> Class B-4 Beer, Wine & Liquor (Package form - consumption off premises)	\$1500
<input type="checkbox"/> Class B-5 Beer, Wine & Liquor (Package form - consumption on premises)	\$2000
<input type="checkbox"/> Class C Incorporated not-for-profit organization.....	\$750
<input type="checkbox"/> Class C-1 Public Golf Course/Restaurant.....	\$2500
<input type="checkbox"/> Class D Outdoor Amusement Park.....	\$1250
<input type="checkbox"/> Each Additional Point of Distribution.....	\$375
<input checked="" type="checkbox"/> Class E Restaurant with Bar.....	\$2500
<input type="checkbox"/> Class E-1 Restaurant with Service Bar Only.....	\$1500
<input type="checkbox"/> Class E-2 Wine & Liquor	\$1000
<input type="checkbox"/> Class E-3 Restaurant with Beer & Wine Only and Packaged Sales.....	\$2500
<input type="checkbox"/> Class E-4 Restaurant with Bar and Packaged Sales.....	\$2800
<input type="checkbox"/> Class F Special Event	\$100/day
<input type="checkbox"/> Class G Banquet	\$2500
<input type="checkbox"/> Class H Entertainment Venue.....	\$3000
<input type="checkbox"/> Class I Specialty Food & Beverage Establishment.....	\$1000
<input type="checkbox"/> Class J Village Caterer	\$500
<input type="checkbox"/> Class J-1 Caterer with Business Outside of Village.....	\$300
<input type="checkbox"/> Class K Caboose Concession Stand	\$500
<input type="checkbox"/> Class L Brew Pub	\$2500

* Fee for additional license shall be \$1000

☐ Sidewalk Service Endorsement (\$100)

☒ Village Right-Of-Way Service Endorsement
(Events sponsored or approved by the Village)

2. License Period: Commencing each year on January 1 and ending on December 31

3. Type of Business Entity (check one):

☐
☐

Individual
Partnership

☒
☐

Corporation
Other (specify) _____

4. The following information must be provided with respect to any and all individual owners, partners, corporate officers, corporate directors, managers and, if a corporation, all persons owning directly or beneficially more than 5% of the corporation stock:

Note: Full names must be listed with middle initials. Furthermore, the applicant must notify the Local Liquor Control Commission in writing of a change in partnerships, officers, directors, persons holding directly or beneficially more than 5% in interest of the stock or ownership interest, or managers of the establishment within ten (10) days of said change.

NAME

Colin Hegarty

SOCIAL SECURITY #

HOME ADDRESS

DRIVER'S LICENSE #

BUSINESS TITLE

owner

PERCENTAGE OF STOCK HELD

85%

NAME

Thomas J Roeser

SOCIAL SECURITY #

HOME ADDRESS

DRIVER'S LICENSE #

BUSINESS TITLE

Associate manager

PERCENTAGE OF STOCK HELD

15%

NAME

SOCIAL SECURITY #

BIRTHDATE

HOME ADDRESS

DRIVER'S LICENSE #

HOME PHONE #

BUSINESS TITLE

PERCENTAGE OF STOCK HELD

Note: If additional space is required, please attach a separate sheet of paper.

5. Has the applicant ever had a liquor license issued by the Federal government, any State government, County or municipal government? ☒ Yes ☐ No

If answer is in the affirmative, state the name of the licensing unit of government, when and where said license was issued.

MBH I INC MBH II INC
east Dundee, Piquette Grove

6. Has the applicant/any owner ever had any previous liquor license denied, suspended or revoked? ☐ Yes ☒ No
If answer is in the affirmative, state the date and reason for such.

7. Have any of the applicants/any owners ever been convicted of a felony or any violation of the Gaming Laws of the State of Illinois or any other state or any Federal Gaming Laws? ☐ Yes ☒ No

If answer is in the affirmative, state the date and reason for such conviction.

8. If the applicant does not own the premises for which the license is sought, does the applicant have a lease for a full period of a year of which the license is to be issued? ☒ Yes ☐ No ☐ I own the premises

NOTE: If the answer is affirmative, attach a copy of said lease to the application.

9. Has the applicant/any owners been delinquent in payment of any federal, state or local taxes? ☐ Yes ☒ No
If the answer is affirmative, please explain:

Is the payment still delinquent at this present time? ☐ Yes ☒ No

10. Does the applicant understand that successful completion of a State certified beverage alcohol sellers and servers education and training (BASSET) program is required of all persons who sell or serve alcoholic beverages, all management personnel working on the premises, and anyone whose job entails the checking of IDs for the purchase of alcoholic beverages, pursuant to the requested license, and that such compliance is subject to random checks by the Village of East Dundee? ☒ Yes ☐ No

11. Does the applicant understand and agree that during the license period, any violation of Federal, State or Village laws and ordinances will be referred to the Local Liquor Control Commission and that such violation may result in the suspension or revocation of said license laws and ordinances will be referred to the Local Liquor Control Commission and that such violation may result in the suspension or revocation of said license? ☒ Yes ☐ No

12. Does the applicant understand and agree that members of the East Dundee Police Department shall have the authority to enter at any time upon the premises licensed hereunder to determine whether any State or Village laws and ordinances have been or are being violated, and at such time to examine the premises of said licensee in connection therewith?

☒ Yes ☐ No

13. Are any of the applicants public officials, or is any other person, directly or indirectly related in any way to the business entity, a public official? ☐ Yes ☒ No

14. Will the applicant be applying for a state supplemental video gaming license from the Village? ☒ Yes ☐ No

15. Applicant has provided all required documents included in the attached checklist ☒ Yes ☐ No

16. Do you owe money to any other village department or have any liens by the Village of East Dundee against the property? If yes, please explain: ☐ Yes ☒ No

DO YOU ATTEST, BY YOUR NOTARIZED SIGNATURE BELOW, THAT YOU WILL NOT VIOLATE ANY OF THE LAWS OF THE UNITED STATES, OF THE STATE OF ILLINOIS, OF OF THE VILLAGE OF EAST DUNDEE? YES (Please answer YES or NO)

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I hereby swear by my signature here affixed that all of the foregoing facts are true and correct and that I have given these answers to induce the Village of East Dundee to grant the Liquor License mentioned aforesaid.

I am signing in my capacity as Owner
(Individual, Owner, or Partner)
or as President Officer of
(President, Secretary or Treasurer)
Anvil Club
(Corporation)

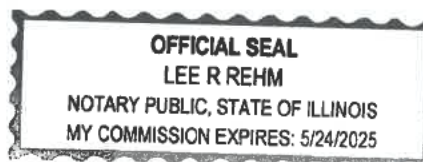
1/16/24
Signature of Applicant
I am signing in my capacity as Partner
(Individual, Owner, or Partner)
or as Secretary Officer of
(President, Secretary or Treasurer)
(Corporation)



T. Rehm
Signature of Applicant #2

Subscribed and sworn to before
me this 25th day of
January, 20 24.

Lee R. Rehm
Notary Public



CHECKLIST

A complete application for a liquor license must include the documents noted below. Please ensure that ALL required documentation is provided so not to delay the review/approval process.

- ☐ **ALL** questions on the application are answered and completed in full.
- ☐ **Signature of applicant(s)** on last page of application swearing all statements are true and correct, witnessed and notarized by an Illinois Notary Public. *Do not sign in advance, signatures must be signed in the presence of a Notary. Village Hall has notaries on staff at NO cost.*
- ☐ **Certificate of Dram Shop (Liquor Liability) Insurance** evidencing \$1,000,000 of coverage. *Should the certificate expire during the village license year, a copy of the renewal certificate must be submitted to the Village.*
- ☐ **Applicable lease or proof of ownership** (tax bill or purchase documentation) for location. If application is for a renewal license, this need not be submitted unless a lease has been renewed or amended since the last liquor license renewal (January 1 of each year).
→ still in the Anvil Club's lease. Colin said he bought it from Tom.
- ☐ **A copy of your current Illinois Liquor License.** *Should your State license expire during the village license year, a copy of the renewed State license must be submitted to the Village. For new applications, a village-issued license must be obtained prior to applying for State license. Upon receipt, a copy of the State license must be submitted to the Village before any liquor service operations may begin.*
- ☐ **If this is a new application or ownership/management has changed**, fingerprinting is required for each person holding more than five percent (5%) interest in the establishment or, in the case of a corporation or an establishment not managed directly by the owner, fingerprinting is required for the general manager of the establishment.

Fingerprints are to be taken at the East Dundee Police Department. Any person required to submit fingerprints who does not live in the area should call the East Dundee Police Department to inquire about an alternative process.
- ☐ **Copy of BASSET Certificates for all employees** permitted to serve alcohol/check IDs. State statute requires BASSET Certification for all employees who serve alcohol and check Identification for alcohol service. New Employees must complete this training within 90 days of hire.
- ☐ **Floor plan drawing or rendering.** *(For New Applicants or if Floor Plan has been amended)*
- ☐ **Payment** for all appropriate license fees. Payment may be made in-person, by mail, via the drop box outside Village Hall or via online payment at www.eastdundee.net. Checks should be made payable to THE VILLAGE OF EAST DUNDEE

Additional items, if applicable:

- ☐ **A copy of your current Illinois Video Gaming License.** *Should your State license expire during the village license year, a copy of your renewed State license must be submitted to the Village.*
- ☐ **Sidewalk and/or Right-of-Way Liquor License Endorsement Hold Harmless Agreement**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CHUCK P QUICK (04624)
822 CENTENNIAL
HAMPSHIRE, IL 60140-0000

CONTACT NAME: CHUCK P QUICK
PHONE (A/C, No, Ext): 847-683-2100 FAX (A/C, No): 847-683-3130
E-MAIL ADDRESS: CHARLES.QUICK@COUNTRYFINANCIAL.COM

INSURED 4090684
TEQUILA VALS
260 COMSTOCK DR
ELGIN, IL 60124

INSURER(S) AFFORDING COVERAGE
INSURER A: COUNTRY Mutual Insurance Company NAIC # 20990
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	AM9372032	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AM9372032	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Covered on Businessowners
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	LIQUOR LIABILITY		AM9372032	8/1/2023	8/1/2024	Each Person BI Limit \$ 0 AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

POLICY INFORMATION:

Each Person Property Damage Limit and Loss Of Means of Support or Loss of Society Limit are included in Liquor Liability Coverage and subject to Illinois Statute

HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT
(CONTINUED)

CERTIFICATE HOLDER

ILLINOIS LIQUOR CONTROL COMMISSION
100 W RANDOLPH STREET
SUITE 7-801
CHICAGO, IL 60601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AM9372032		TEQUILA VALS 260 COMSTOCK DR ELGIN, IL 60124	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 12/20/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(POLICY INFORMATION CONTINUED)

WAIVERS:

THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CHUCK P QUICK (04624)
822 CENTENNIAL
HAMPSHIRE, IL 60140-0000

CONTACT
NAME: CHUCK P QUICK
PHONE (A/C No. Ext): 847-683-2100 FAX (A/C No.): 847-683-3130
E-MAIL ADDRESS: CHARLES.QUICK@COUNTRYFINANCIAL.COM

INSURED 4090684
TEQUILA VALS
260 COMSTOCK DR
ELGIN, IL 60124

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	COUNTRY Mutual Insurance Company	20990
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		✓	AM9372032	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AM9372032 Covered on Businessowners	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	LIQUOR LIABILITY			AM9372032	8/1/2023	8/1/2024	Each Person BI Limit \$ 0 AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

POLICY INFORMATION:

Each Person Property Damage Limit and Loss Of Means of Support or Loss of Society Limit are included in Liquor Liability Coverage and subject to Illinois Statute

HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT
(CONTINUED)

CERTIFICATE HOLDER

VILLAGE OF EAST DUNDEE
120 BARRINGTON AVE
EAST DUNDEE, IL 60118

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AM9372032		TEQUILA VALS 260 COMSTOCK DR ELGIN, IL 60124	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 12/20/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(POLICY INFORMATION CONTINUED)

WAIVERS:

THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

**ACTION BY WRITTEN CONSENT OF
THE SOLE DIRECTOR AND OFFICER OF
THE ANVIL CLUB, INC.**

The undersigned, being the sole Director and officer of THE ANVIL CLUB, INC., an Illinois corporation (the "Company"), in lieu of holding a special meeting of the Board of Directors, hereby consent to and approve the following action pursuant to Section 8.45 of the Illinois Business Corporations Act of 1983, as amended, and direct that this consent be filed with the corporate records of the Company:

WHEREAS, there has been presented to Otto Engineering, Inc., as sole shareholder, a proposed contract for the sale of all of the stock in the Company to Tequila Val's, Inc., an Illinois corporation.

NOW THEREFORE, BE IT RESOLVED, that the sale of all of the shares in the Company from Otto Engineering, Inc. to Tequila Val's, Inc., pursuant to the terms and conditions of said contract, is hereby approved.

FURTHER RESOLVED, that the sole Director and officer, Thomas J. Roeser, shall hereby resign and the sole Director and officer shall be Colin Hegarty.

Dated:



Thomas J. Roeser

Being the sole Director and officer of the Company

THIS LEASE ("Lease") is entered into this 1st day of August, 2023 by and between Otto Engineering, Inc., an Illinois corporation ("Landlord") and The Anvil Club, Inc., an Illinois corporation ("Tenant").

1. **PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions as hereinafter set forth, the premises commonly known as 309 Meier St, East Dundee, IL 60118, consisting of 6,000 rentable square feet of office/restaurant space. The Premises shall be used as general office/restaurant, and for no other purpose.

2. **TERM OF LEASE.** The term of the Lease shall extend from September 1, 2023 ("Commencement Date"), through August 31, 2024 ("Expiration Date"), unless terminated sooner as hereinafter provided.

3. **RENT.** Tenant hereby agrees to pay Landlord monthly rent (the "Base Rent") in advance on the first day of each month during said term during the full term hereof as follows: \$8,500 per month at such place as Landlord may designate in writing from time to time, without any setoff or deduction whatsoever. Provided that Tenant shall diligently apply for any permits required for alterations to the Premises and thereafter diligently work to complete the alterations in order to open the restaurant for business, Base Rent shall be abated until December 1, 2023 or such later date agreed to by Landlord.

4. **REQUIREMENT TO PURCHASE PREMISES:** Tenant's affiliate is required to purchase the premises during the term of this lease according to the Articles for Deed attached as Exhibit 1 of this lease.

5. **ADDITIONAL RENT.**

A. **Additional Rent.** In addition to the Base Rent, Tenant shall pay as additional rent, as follows:

(1) If utilities to the Premises are separately metered, Tenant shall pay its utility costs directly to the providers.

(2) As more fully set forth below, Tenant shall perform all cleaning, maintenance, and repair of the interior and exterior of the Premises at Tenant's expense.

6. **SECURITY DEPOSIT.** Tenant, concurrently with the execution of this Lease, has deposited with the Landlord and will keep on deposit at all times during the term of this Lease, the sum of \$0 the receipt of which is hereby acknowledged, as security for the faithful performance of all the terms, conditions and covenants of this Lease ("Security Deposit"). If, at any time during the term of this Lease, Tenant shall be in default in the performance of any of the provisions of this Lease, Landlord shall have the right but not the obligation to use the Security Deposit, or as much thereof as Landlord may deem necessary, to cure, correct or remedy any such default; and Tenant, upon notification thereof, shall forthwith pay to Landlord any and all such expenditure or expenditures so that Landlord will at all times have the full amount of the Security Deposit as security. This Security Deposit and any application thereof shall not be considered as liquidated damages in the event of breach but only as an application toward actual damages. Upon the termination of this Lease in any manner, if Tenant be not then in default, the above deposit or so much thereof as has not been expended by Landlord, shall be returned to Tenant, without interest.

7. **USE OF PREMISES.** Tenant shall have the right to use and occupy the Premises for the purposes set forth in Article 1 and for no other use unless agreed to in advance by Landlord, in writing. Tenant covenants throughout the term of this Lease, at Tenant's sole cost and expense, to

promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof. Tenant shall not use the Premises in any manner which creates a nuisance, or which disturbs other occupants of the Property, or results in any annoying or unpleasant odor or sound, or any excessive light, heat, or vibration.

8. INSURANCE. During the term of this Lease, Tenant, at its sole cost and expense and for the mutual benefit of the Landlord and Tenant, shall carry and maintain the following types of insurance in the amounts specified:

A. General Liability. Tenant shall at all times keep in force a comprehensive general liability insurance policy providing protection of at least \$1,000,000 combined single limit (with no deductible) against claims and liability for personal injury, bodily injury, death and property damage arising from the use, ownership, maintenance, disuse or condition of the Premises, any improvements located on or appurtenant to said Premises, improvements or adjoining areas or ways. Landlord shall be named and protected under the terms and conditions of said policy as an additional insured.

B. Worker's Compensation. The Tenant shall also purchase Worker's Compensation Insurance in compliance with all state, federal, and other governmental laws, rules and regulations.

C. Personal Property. The Tenant shall be responsible for insuring any and all personal property that may be owned by the Tenant. Any insurance that may be purchased pursuant to this paragraph or any proceeds that may be payable as a result of a loss under any such insurance shall in no way reduce, alter or modify any provisions of this Lease, including without limitation the indemnity provisions of this Lease.

D. Waiver of Subrogation. The parties agree that all insurance policies obtained pursuant to this Lease shall include a clause or endorsement which shall waive the right of subrogation on the part of the insurance carrier against both the Landlord and Tenant. The Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation.

E. Miscellaneous. All insurance required by virtue of this article 4 shall be written with an insurance company licensed to do business within the State of Illinois and approved by the Landlord (which approval shall not be unreasonably withheld), with such policies to be nonassessable. The Tenant shall provide the Landlord with a Certificate of Insurance (with proof of payment thereon), which shall provide that the insuring company shall give notice in writing to the Landlord thirty (30) days prior to cancellation, termination or any other material change in such insurance. An endorsement shall provide that any proceeds (except liability insurance proceeds) of any loss shall be payable to Landlord and Tenant as their respective interests may appear, except that in the event the Landlord purchases property insurance, then any loss shall be payable to the Landlord.

F. Landlord's Insurance. During the term of the Lease, the Landlord shall maintain insurance, with a carrier authorized to do business in the State of Illinois, (a) insuring the Premises and the building against loss by fire and causes covered by standard extended coverage endorsements, boiler insurance, loss of rents insurance, and such other coverage as is deemed appropriate by the Landlord from time to time, and (b) for injury to or death of persons or loss or damage to property occurring upon, in or about the building in amounts determined by the Landlord in its sole discretion. If

any portion of the Premises is damaged or destroyed by fire or other casualty insured against, Tenant shall not have any claim or interest in any insurance proceeds or settlement arising out of any such loss where the policy is obtained by Landlord or Landlord and mortgagees of the Premises are the only beneficiaries, and Tenant agrees to execute any and all documents required by Landlord or the insurance company that Landlord requests for use in connection with the settlement of any such loss.

9. LIABILITY WAIVER AND INDEMNITY PROVISIONS. Landlord shall not be liable to Tenant or any other person whatsoever for any death, injury, or property damage caused by or relating to any defect or malfunction of plumbing, heating, air cooling, air conditioning equipment and ducts, wiring, insulation, gas pipes, sewer pipes, or steam pipes, or caused by or resulting from water, steam or other leakage, flooding, breakage, explosion, falling materials, natural disasters, accidents, burglary, theft, vandalism, or any other cause, unless due to the gross negligence or willful misconduct of Landlord. Tenant agrees to exonerate, hold harmless, protect and indemnify the Landlord, or any owner of the Premises, from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise during the term hereof for personal injury, loss of life or property damage sustained in or about the Premises or the improvements and appurtenances thereto upon the Premises or upon the adjacent sidewalks and streets; and from and against all costs, counsel fees, expenses and liabilities incurred in any such claims, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any judgments, orders, decrees or liens resultant therefrom and any fines levied by any authority for violation of any law, regulation or ordinance by virtue of the use of the improvements and appurtenances thereto situated upon the Premises. This indemnity shall include any loss for the filing of mechanics and/or materialmen's liens.

10. OCCUPATIONAL SAFETY AND HEALTH ACT. Tenant shall fully comply with the Occupational Safety and Health Act of 1970 (Chapter XVII, Title XIX of the United States Code) (OSHA) or applicable state statute adopted pursuant to OSHA, and the Tenant shall hold Landlord harmless from any obligations or responsibilities, if any, created under said OSHA or applicable state statute.

11. MAINTENANCE OF PREMISES. Tenant shall throughout the term of this Lease or any extension thereof be responsible at its sole cost and expense to put, keep and to maintain the Premises in good, substantial and sufficient condition, repair and order. In the event that Tenant fails to maintain the Premises the Landlord, in addition to all of the remedies available under this Lease and without waiving any of the remedies, may make the repairs, the cost of which shall become due and payable as additional rent ten (10) calendar days after notice to the Tenant. Tenant shall not permit, commit or suffer waste, impairment or deterioration of the Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted. Landlord will be responsible for all expenses related to exterior of the premises, including but not limited to lawn maintenance, landscaping, snowplowing.

12. QUIET ENJOYMENT. Landlord represents and warrants that Tenant, upon paying the Base Rent herein reserved and upon performing all of the terms and conditions of this Lease on its part to be performed, shall at all times during the term herein demised peacefully and quietly have, hold and enjoy the Premises. Tenant accepts the Premises subject to all zoning ordinances and regulations pertaining to the Premises, without responsibility or warranty by the Landlord, and further, Tenant accepts the premises subject to easements, rights-of-way, restrictive covenants and reservations of record.

13. ASSIGNMENT AND SUBLETTING. Neither this Lease nor any interest herein may be assigned by Tenant, voluntarily or involuntarily, by operation of law or otherwise, and neither all nor

any part of the Premises shall be subleased by the Tenant without the written consent of the Landlord first had and obtained, which consent may be granted or withheld in Landlord's sole discretion.

14. UTILITIES. Tenant shall promptly pay all charges for electricity & natural gas. If Tenant shall fail to pay any utilities as required above, Landlord may, at its option, pay such utilities (without waiving any other remedies available to the Landlord) on account of Tenant, and the same shall be deemed to be additional rental and shall become due and payable ten (10) calendar days after notice to the Tenant. The Landlord shall not be liable for any loss or damage caused by an interruption or failure of utility services serving the Premises.

15. ALTERATIONS TO PREMISES. Tenant shall not make changes or alterations to the Premises, except under the following conditions, which Tenant agrees to observe and perform:

A. Structural Changes. Tenant shall not make structural changes to the Premises, or changes that adversely affect the value of the Property, unless Tenant receives the written consent of the Landlord.

B. Permits. No change or alteration shall be undertaken until Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction. All plans and specifications relating to any change or alteration shall be submitted to the Landlord for its approval, which shall not be unreasonably withheld.

C. Compliance With Law. All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with all building and zoning laws, and with other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, boards and officers thereof.

D. Insurance. At all times when any change or alteration is in progress, there shall be maintained, at Tenant's expense, Worker's Compensation Insurance in accordance with the law or laws now or hereafter enacted governing all persons employed in connection with the change or alteration and Builder's Risk, All Risk insurance for the mutual benefit of the Landlord and Tenant, expressly covering the additional hazards due to the change or alteration.

E. Security Against Liens.

The Landlord retains the right at any time and from time to time to enter upon the Premises in order to inspect the progress of any alterations being made by the Tenant and to post any signs or notices disclaiming the Landlord's responsibility or liability for the payment of any mechanics' or materialmen's fees, or anyone furnishing labor or services to the Premises. Tenant shall not permit any party to file any lien or claim against the Landlord or its interest in the Premises on account of any such improvement or alteration for work done or supplies furnished on behalf of Tenant. In the event a lien or claim is filed against the Premises, Tenant shall immediately cure and pay the amount of such lien or claim (including any costs) or in good faith diligently pursue the defense of any such lien or claim provided that the Tenant shall first post with the Landlord adequate security (in the Landlord's sole judgment) covering 125 percent of the amount of such lien or claim.

16. DAMAGE BY FIRE OR OTHER CASUALTY. If the Premises are damaged by fire or other casualty, after Landlord being notified of such damage by the Tenant, the Tenant shall forthwith

repair the damage. The Base Rent shall be abated until the Premises is repaired and Tenant's business opens to the general public, but no longer than 3 months after the casualty

17. DEFAULT PROVISIONS. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

A. Failure to Pay Rent. The Tenant failing to pay when due any amount which Tenant is required to pay pursuant to this Lease, including without limitation Base Rent, utility charges, and costs for maintenance and repair of the Premises, all of which charges shall be deemed to be Additional Rent hereunder.

B. Failure to Keep Covenants. The Tenant failing to perform or keep any of the other terms, covenants and conditions herein contained, and such failure continuing and not being cured within thirty (30) days after notice, or if such default is a default which cannot be cured within a 30-day period, then the Tenant's failing to commence to correct the same within thirty (30) days and thereafter failing to prosecute the same to completion with reasonable diligence.

C. Abandonment. Tenant abandoning or failing to take possession of the Premises.

D. Insolvency. Tenant being adjudicated a bankrupt or insolvent or the Tenant filing in any court a petition for bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now or in the future amended) or the filing of an involuntary bankruptcy against the Tenant (unless said involuntary bankruptcy is terminated within thirty (30) days from the date of said filing), or Tenant filing in any court for the appointment of a receiver or trustee of all or a portion of Tenant's property or there being appointed a receiver or trustee for all or a portion of Tenant's property, unless said receiver or trustee is terminated within thirty (30) days from the date of said appointment.

E. Assignment for Benefit of Creditors. The Tenant making any general assignment or general arrangement of its property for the benefit of its creditors.

18. REMEDIES. In the event of an occurrence of default as set forth above, Landlord shall have the following rights, none of which, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether set forth in this Lease or existing at law or in equity.

A. Terminate Lease. Terminate this Lease and end the term hereof by giving to Tenant written notice of such termination, in which event Landlord shall be entitled to recover from Tenant at the time of such termination the present value of the excess, if any, of the amount of Base Rent, Additional Rent, and other amounts payable by Tenant as rent under this Lease for the then balance of the term hereof over the then reasonable rental value of the Premises for the same period, also discounted to present value. It is understood and agreed that the "reasonable rental value" shall be the amount of rental which Landlord can obtain as rent for the remaining balance of the initial term or renewal term, whichever is applicable, less all costs and expenses of Landlord caused by the default or incurred in connection with such re-letting; or

B. Sue Periodically. Without resuming possession of the Premises or terminating this Lease, to sue monthly or at such other intervals as Landlord shall elect and recover all rents, other required payments due under this Lease, and other sums, including damages and legal fees, at any time and from time to time accruing hereunder; or

C. Repossess Premises. Re-enter and take possession of the Premises or any part thereof and repossess the same as of Landlord's former estate and expel the Tenant and those claiming through or under the Tenant and remove the effects of both or either (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for rent delinquencies or preceding lease defaults, in which event Landlord may from time to time without terminating this Lease relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises, and such re-entry or taking of possession of the Premises by Landlord shall not be construed as an election on Landlord's part to terminate this Lease unless a written notice of termination be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. In the event of Landlord's election to proceed under this Subparagraph, then such repossession shall not relieve Tenant of its obligation and liability under this Lease, all of which shall survive such repossession, and Tenant shall pay to Landlord as current liquidated damages the Base Rent and Additional Rent and other sums hereinabove provided which would be payable hereunder if such repossession had not occurred, less the net proceeds (if any) of any reletting of the Premises after deducting all of Landlord's expenses in connection with such reletting, including but without limitation all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord on the days on which the Base Rent would have been payable hereunder if possession had not been retaken, and Landlord shall be entitled to receive the same from Tenant on each such day, or Landlord may accelerate the Base Rent and Additional Rent and recover the entire amount thereof.

D. Bankruptcy Remedies. Nothing contained in this Lease shall limit or prejudice The right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the maximum allowable by any statute or rule of law governing such proceeding in effect at the time when such damages are to be proved, whether or not such amount be greater, equal or less than the amounts recoverable, either as damages or rent, under this Lease. For purposes of this Lease, in the event a petition is filed by or against Tenant under the Bankruptcy Code, then Tenant, as debtor or debtor in possession, and any trustee who may be appointed, agree that adequate assurance of future performance and adequate protection of Landlord shall include, at a minimum: timely payment of all rent and other charges due and owing hereunder; timely performance of all nonmonetary covenants; deciding within sixty (60) days of such filing whether to assume or reject this Lease; and giving Landlord at least thirty (30) days notice of any proceeding relating to such assumption or rejection. It is further agreed that failure to comply with the foregoing duties shall be deemed to be a rejection of this Lease. If this Lease is assumed by Tenant or the bankruptcy trustee, then Tenant or such trustee shall: cure any existing breach within not more than ninety (90) days after such assumption; compensate Landlord for any loss or damages resulting from such breach, including attorneys' fees, within ninety (90) days after such assumption; deposit with Landlord three (3) month's Base Rent and estimated Additional Rent as assurance of future performance to secure Tenant's continuing obligations under this Lease; and provide written assurances to Landlord regarding Tenant's ability to perform under this Lease.

19. HOLDING OVER. Any rule of law to the contrary notwithstanding, in the event the Tenant remains in possession of the Premises or any part thereof subsequent to the expiration of the term hereof and such holding over shall be with the consent of the Landlord, it shall be conclusively deemed that such possession and occupancy shall be a tenancy from month-to-month only, at a rental equal to double the rental which was existing at the end of the term hereof and, further, such possession shall be subject to all other terms and conditions (except any option to renew or option to purchase) contained in

this Lease. If Tenant holds over without Landlord's consent, Tenant shall be a tenant at sufferance during the period of such holding over.

20. SURRENDER OF PREMISES. Upon the expiration or termination of the term of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises in as good condition as they are upon execution hereof, ordinary wear and tear excepted. Tenant shall surrender and deliver up the Premises clean and free of Tenant's property. Provided the Tenant is not in default, Tenant shall have the right to remove all of its fixtures, equipment, machinery and other personal property, provided that upon such removal, the Premises are delivered in the same condition as existed at the time of commencement of this Lease, including improvements made by Tenant. Further, in the event the Tenant does not remove any of its own fixtures, equipment or personal property or any additions or alterations made to the Premises during the term of this Lease, Landlord may, at its option, require the Tenant to remove any such improvements, alterations, fixtures and equipment and restore the Premises to the condition as existed at the commencement of the Lease or retain the same.

21. NOTICES. All notices, demands, and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

Tenant: **The Anvil Club, Inc.**
 309 Meier Street
 East Dundee, IL 60110
 Attention: Colin Hegarty

Landlord: **Otto Engineering, Inc.**
 2 East Main Street
 Carpentersville, Illinois 60010
 Attention: Thomas Roeser

22. RIGHT TO INSPECT OR SHOW PREMISES. Landlord, or Landlord's agent and representative, shall have the right to enter into and upon the Premises or any part thereof at all reasonable hours for the purpose of examining the same, but shall not interfere with Tenant's permitted use of the Premises. Landlord, or Landlord's agent and representative, shall have the right to show the Premises to persons wishing to purchase or lease the same at reasonable hours, but shall not interfere with Tenant's permitted use of the Premises.

23. NO WAIVER. No waiver by Landlord of any provision hereof shall be effective unless it is in writing and signed. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

24. ATTORNEY FEES. In case suit shall be brought to enforce any provisions of this Lease, the prevailing party shall (in addition to other relief granted) be awarded all reasonable attorneys' fees and costs resulting from such litigation.

25. LATE CHARGE AND INTEREST ON PAST DUE OBLIGATIONS. Any amount due to Landlord not paid within fifteen (15) days of when due shall be subject to a late charge of \$200; provided, however, that any such payment of interest or late charge shall not excuse or correct any default by the Tenant under this Lease.

26. SEVERABILITY. If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of this Lease not illegal or invalid and this Lease shall continue in full force and effect as to those provisions.

27. SIGNS AND AWNINGS. No signs, awnings, or other items of any nature whatsoever (other than replacement of those existing on the date hereof with signage of similar size or as otherwise allowed by applicable law) shall be placed on, in, or about the Premises or elsewhere in the building by the Tenant in such a manner that the same shall be visible from without the Premises without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall comply with all ordinances, laws, statutes, and regulations applicable to the Premises and concerning signs.

28. HAZARDOUS MATERIALS. Tenant shall not deliberately or negligently cause the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances except to use in the ordinary course of Tenant's business, and then only after written notice is given to Landlord of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., and any applicable state or local laws and the regulations adopted under these acts. If Landlord or any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Tenant, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent if such requirement applies to Tenant's activities in the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any loss cost, damage or expense, including without limitation fines, damages, defense costs, remediation costs, and attorneys' fees, resulting in any manner from the introduction or use by Tenant or persons under Tenant's control of hazardous materials, or by any release of hazardous materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The covenants shall survive the expiration or earlier termination of the Lease term.

29. MISCELLANEOUS.

A. Choice of Law. This Lease has been executed and delivered in the State of Illinois and shall be construed in accordance with the laws of the State of Illinois with Kane County as the venue.

B. Headings and Captions. The parties mutually agree that the headings and captions contained in this Lease are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Lease.

C. Binding Effect. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Landlord, its personal representatives, heirs, successors and assigns, and the Tenant, its personal representatives, heirs, successors and assigns.

D. Construction of Terms. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural, as the identity of the Landlord or Tenant requires.

E. Time. Time is of the essence of this Lease and of every covenant hereof.

F. No Recording. Neither this Lease nor any memorandum hereof shall be recorded by Tenant. Violation of this covenant shall be an event of default, to which no cure period shall apply.

30. ADDITIONAL PROVISIONS. Tenant shall be responsible at its sole cost and expense for the maintenance of the roof, foundation, exterior walls, windows, driveways and parking area.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first written above.

LANDLORD

TENANT

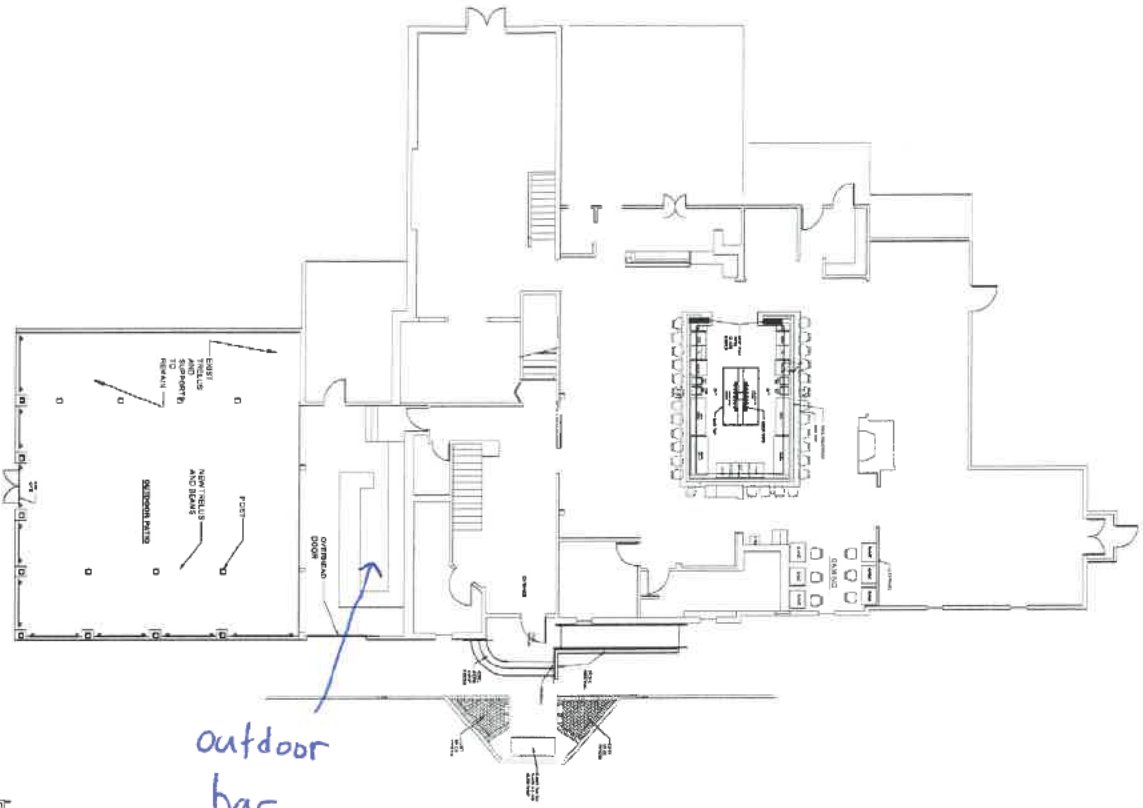
The Anvil Club, Inc.



Thomas Roeser
President, Otto Engineering, Inc.

Colin Hegarty, President

1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



outdoor
bar

A1.0

SHEET NO.

SHEET CONTENTS:
FLOOR PLAN

PROJECT:
RESTAURANT
RENOVATION
309 MEIER STREET
EAST DUNDEE, IL. 60118

DRAWN BY:

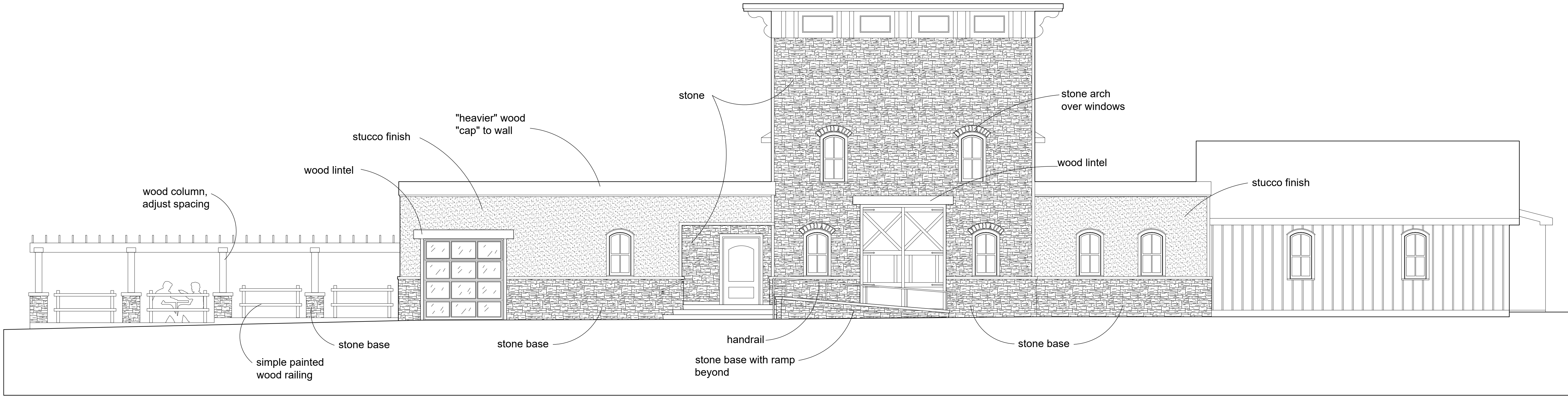
ISSUANCE

DATE

PROJECT
NUMBER:

Crystal Lake IL, 60014 ph 815.464.5192 kortearchitecture.com

korte_architecture

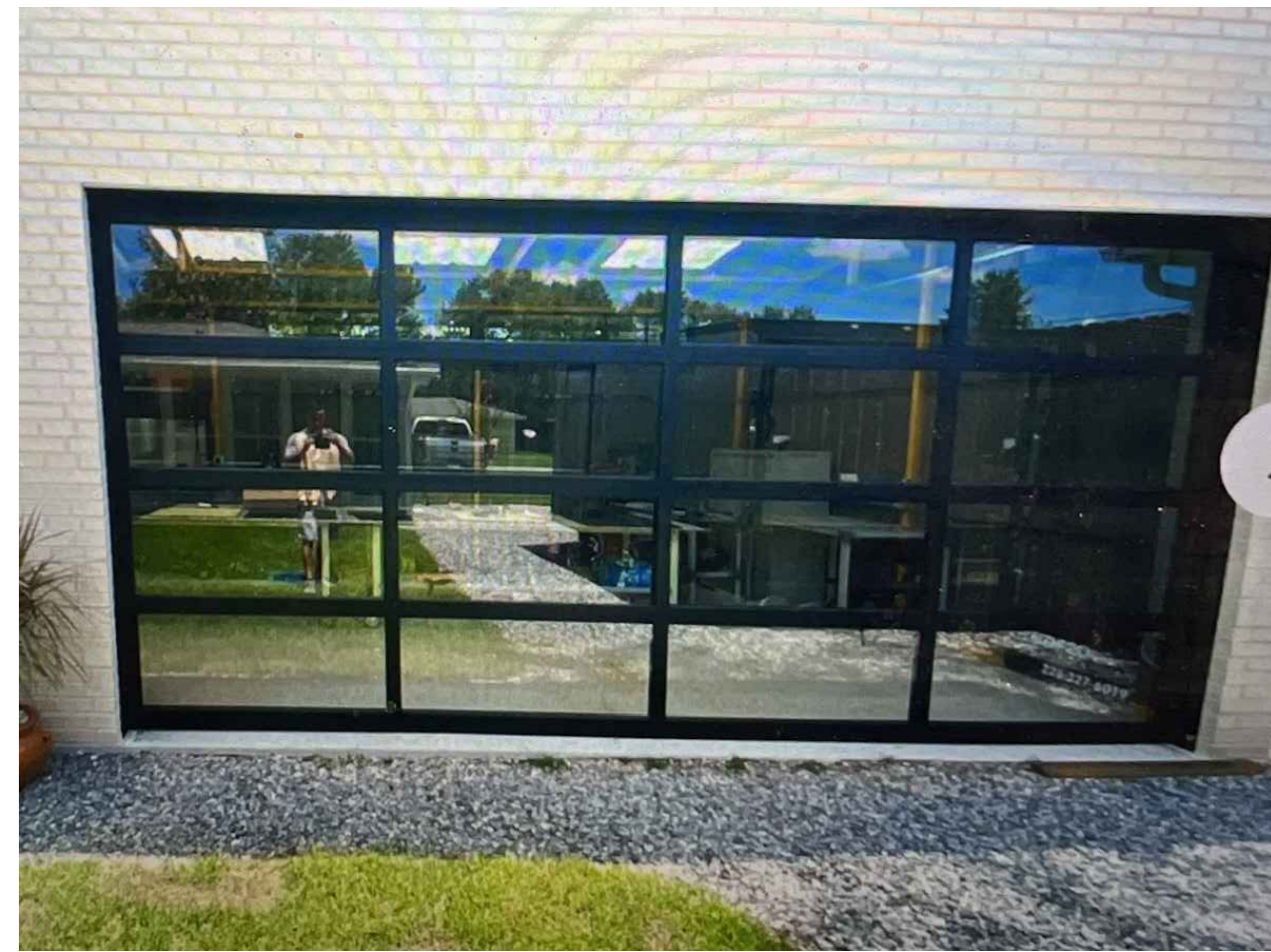


EAST ELEVATION
SCALE: 3/16" = 1'-0"

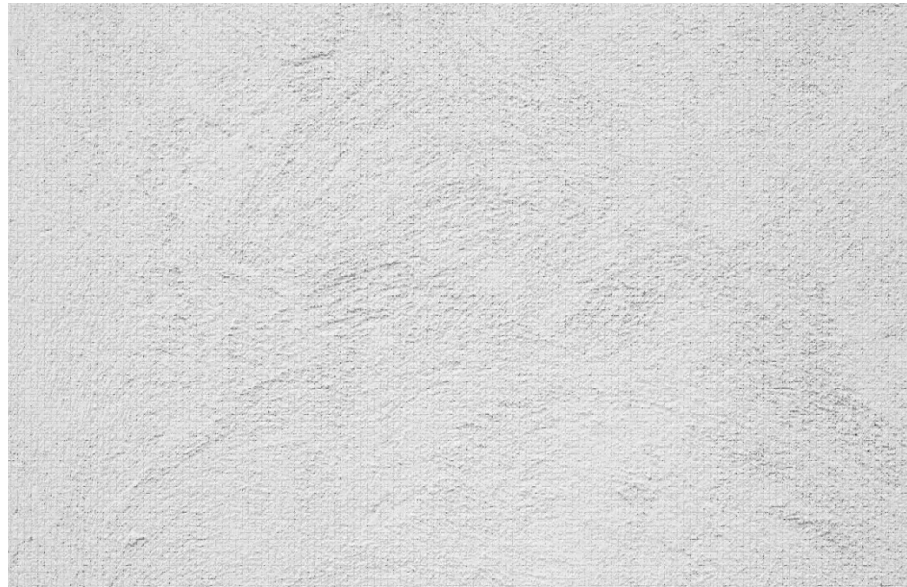


STONE

GEN STONE: Northern Slate, Light Grey with Charcoal and Tan Highlights
Measuring 42" wide and 12" tall, the GenStone stacked stone panel features a 1" shiplit edge along the top and right side of the panel making attaching the next panel not only seamless but also watertight. Each panel is cast from real stone into 4 unique molds to eliminate repetition.



GLASS OVERHEAD DOOR, BLACK FRAME

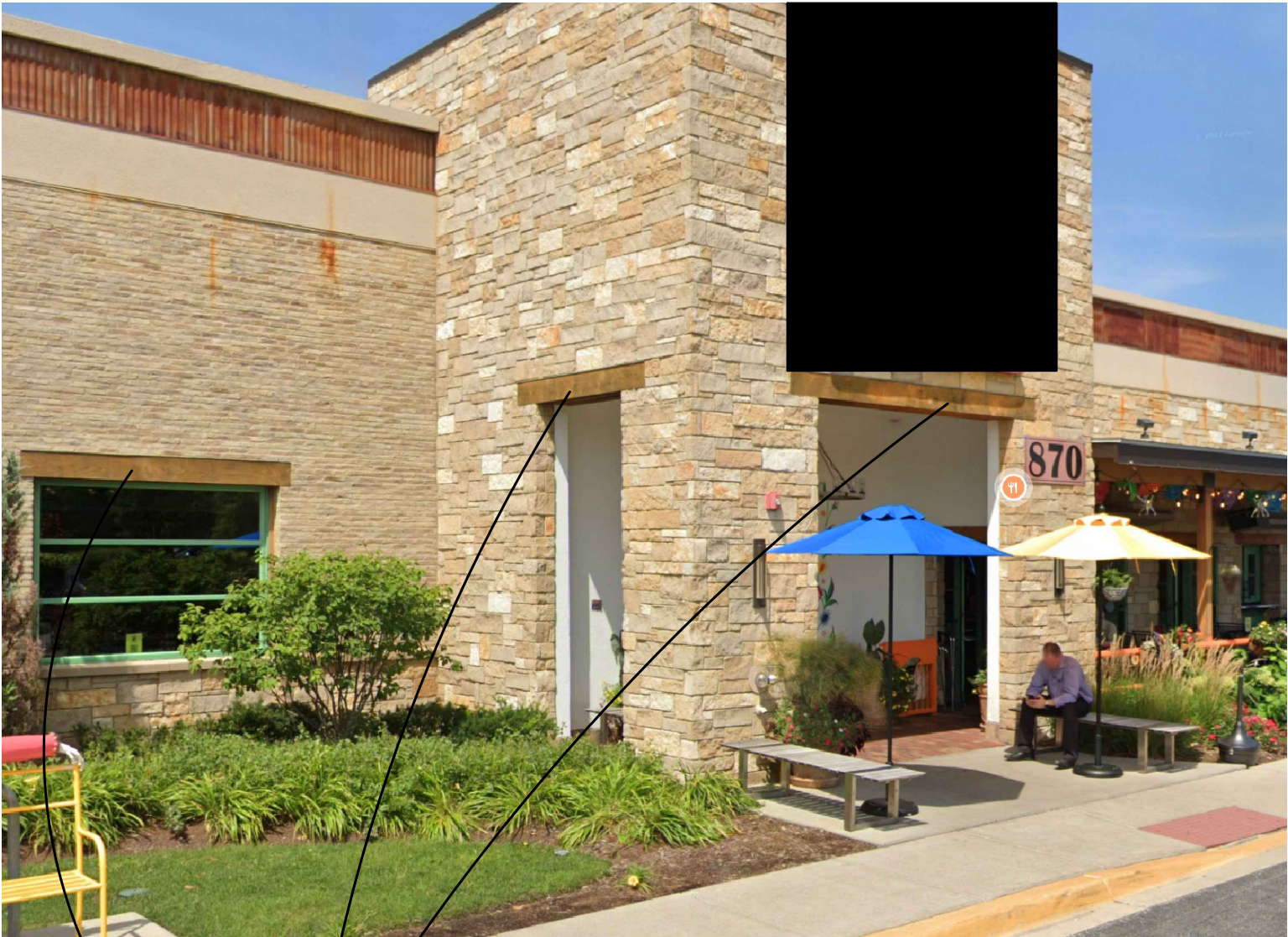


STUCCO

FINISH: SAND COLOR: WHITE

Sand stucco is also known as a float finish because of the tool used to finish the texturing. Additionally, this stucco appears as though it contains beach sand, hence the name. Actually, sand is added to the stucco mix, giving it a fine, grainy texture.

Because it is versatile, easy to apply, and easy to patch, sand finishes are pretty popular. This is another texture useful in hiding surface flaws and can be fine, medium, or coarse, depending on preference.



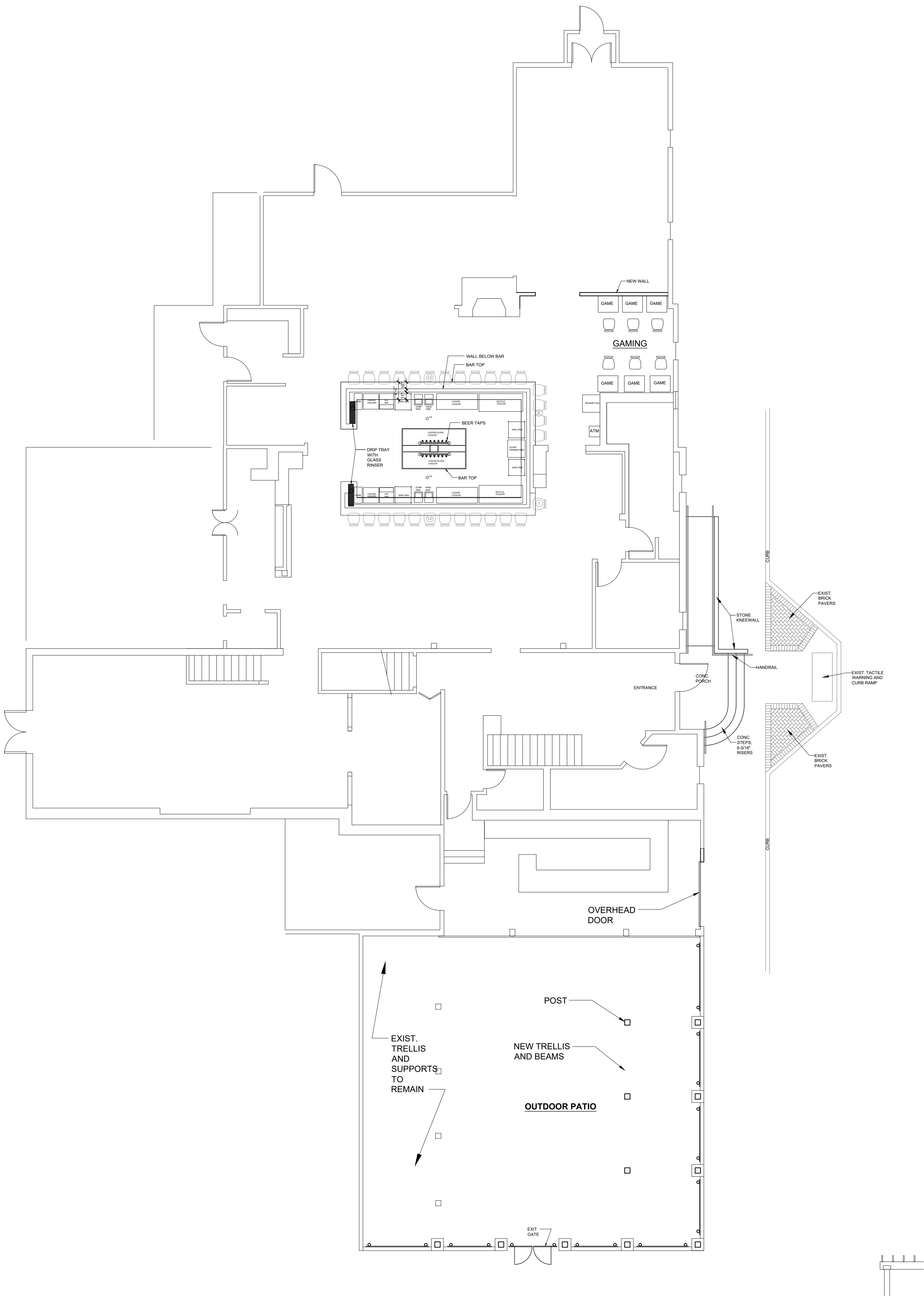
WOOD LINTEL



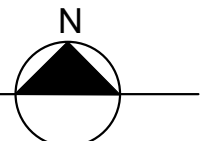
HEAVY WOOD "CAP"

PAINTED RAILING AT OUTDOOR SEATING

Crystal Lake IL 60014 ph 815.444.9160 kortearchitecture.com		korte architecture	
ISSUANCE	DATE	DRAWN BY:	PROJECT NUMBER:
PROJECT: RESTAURANT RENOVATION		SHEET CONTENTS: CONCEPT ELEVATION MATERIAL EXAMPLES	
309 MEIER STREET EAST DUNDEE, IL. 60118		SHEET NO. A2.0	



2
A1.0
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



ISSUANCE	DATE				

DRAWN BY:	PROJECT NUMBER:
-----------	-----------------

PROJECT:
**RESTAURANT
RENOVATION**
309 MEIER STREET
EAST DUNDEE, IL. 60118

SHEET CONTENTS:
FLOOR PLAN

SHEET NO.

A1.0

Memorandum

To: Village President and Board of Trustees

From: Franco Bottalico, Assistant to the Village Administrator

Subject: Ordinance Amending Chapter 32 of the Village Code

Date: February 5, 2024



Action Requested:

Staff recommends Village Board approval of an ordinance amending Section 32.10 of the Village Code requiring applicants who wish to serve on a Village Board, Committee, Council, and Commission to submit an application expressing their interest.

Summary:

At the January 22, 2024 Village Board meeting the Village Board directed staff to prepare a Village Code update that would require an applicant who desires to be appointed to serve to an advisory board, commission, council, or committee to complete and submit a provided application to Village staff.

The Village's website allows for interested persons to apply to serve via a third-party application called Wufoo. Staff monitors Wufoo for new applicants. Periodically, staff shares the list of applicants with the Board of Trustees and the Village President for future consideration. Paper applications are also available upon request at the Village Hall.

Attachments:

Ordinance

ORDINANCE NUMBER 24-_____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING SECTION 32.10 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE RELATING TO VILLAGE BOARDS, COMMITTEES, COUNCILS, AND COMMISSIONS

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 32.10 of the Village of East Dundee Village Code ("Village Code") provides rules, regulations, and procedures applicable to all village boards, committees, and commissions; and

WHEREAS, the Village desires to amend the Village Code to require those individuals desiring to serve on Village boards, committees and commissions to complete and submit an application form provided by the Village to Village staff in order to be considered to serve; and

WHEREAS, the President and Board of Trustees have determined it to be in the best interest of the Village to amend the Village Code as set forth in this ordinance; and

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. That the recitals above shall be and are hereby incorporated as Section 1 as if restated herein.

SECTION 2: Amendment. Section 32.10, titled "Village Boards, Committees, and Commissions," of Chapter 32 titled "Departments, Commissions and Other Organizations," of Title III, titled "Administration," of the Village Code is hereby amended to be read as follows with the additions in **bold** and double-underlined and deletions ~~struck through~~:

"§ 32.10 VILLAGE BOARDS, COMMITTEES AND COMMISSIONS.

(A) The following rules, regulations, and procedures shall be applicable to all of the village's boards, committees, councils, and commissions created pursuant to this code except the Village Board (collectively referred to in this section, as a "commission" or "commissions"), unless expressly and specifically provided otherwise in the specific regulations of this code governing each individual commission.

(B) Appointment of members.

(1) **All individuals who are eligible and desire to serve as a member of a Village board, commission, council, or committee must fully complete and submit an application on a form provided by the Village to Village staff. The Village President will then consider each completed application in his or her appointment decision.**

~~(1)(2)~~ (2) The Village President shall appoint, with the confirmation of a majority of the Village Board, all members of all commissions.

- ~~(2)~~**(3)** All appointments of members shall be made at the first regular meeting of the Village Board following the date of expiration of a member's term; provided, however, that vacancies shall be filled for the remainder of the unexpired terms as soon as practicable after the vacancy occurs. In the event that a vacancy in any office of a member of a commission occurs for any reason, the Village President shall appoint, with the confirmation of a majority of the Village Board, a successor to fill the unexpired term of office created by the vacancy.
- ~~(3)~~**(4)** The term of a member of a commission shall not terminate or expire until that member's successor has been duly appointed, confirmed, and qualified.
- ~~(4)~~**(5)** All voting members of all commissions shall, at the time of appointment and throughout the members' term of service, be a resident of the village. The provisions of this division (A)~~(4)~~**(5)** shall not apply to ex-officio members appointed to commissions pursuant to this code.

* * *

SECTION 3: Continuation. That all provisions of the Village Code not amended herein shall remain in full force and effect.

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid and unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be hereby repealed.

SECTION 6: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____ 2024 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2024.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator
Phil Cotter, Public Works Director

Subject: Ordinance Amending Chapter 32 of the Village Code

Date: February 5, 2024

Action Requested:

Staff recommends Village Board approval of a resolution granting participation in the NIMEC bid process and authorizing the Village Administrator to execute a contract with the lowest responsible electricity provider for a 12, 24, or 36 month term, depending on which is most favorable to the Village.

Summary:

On December 16, 1997, the State of Illinois implemented a plan to deregulate Commonwealth Edison. Under this plan, ComEd no longer generates electricity for its customers but continues to provide power through its distribution system. Alternatively, power can be purchased through any ICC-approved power suppliers.

NIMEC is a municipal electric purchasing collaborative of some 140 local government members, established to achieve economies of scale in securing low-cost energy supply for infrastructure operated by municipal entities. NIMEC provides competitive bidding and consulting services at no charge to the Village as NIMEC is compensated by the electric suppliers.

Adam Hoover, from NIMEC, will present at the February 5th board meeting to explain the process in more detail. Adam has presented to the board previously regarding Municipal Aggregation.

NIMEC will price out the combined power load (with other municipalities) with AEP, Constellation (owned by Exelon), Dynegy, NRG and MC Squared. These are the same suppliers as NIMEC's other group bid for water pumping facilities. The Village has multiple accounts, many of which are considered medium/large commercial accounts. ComEd only provides competitive fixed pricing for small capacity commercial accounts. For medium/large commercial accounts the only pricing option through ComEd is a floating market rate that fluctuates on an hourly basis. A fixed rate is desirable as it protects against rate fluctuations during peak demand and is also helpful for budget forecasting.

Because of the way the bidding process works, the Village Administrator will need to have the authority to sign a contract with the lowest cost electricity provider on the same day that the bid is received by NIMEC. The resolution attached for Village Board consideration directs the Village Administrator to engage the services of NIMEC and provides Village Board authorization to allow the Village Administrator to execute a contract with the successful energy supplier upon receipt of the bids by NIMEC.

Unless the bids received are more favorable than the rates the Village currently receives, staff will not execute an agreement.

Attachments:

Resolution

Resolution _____

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ELECTRICITY FROM THE LOWEST COST ELECTRICITY PROVIDER FOR THE PURPOSES OF STREET LIGHTING THROUGH THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE BID PROCESS

WHEREAS, the Village of East Dundee has previously joined the Northern Illinois Municipal Collaborative (NIMEC) for the purpose of procuring electricity through a cooperative pool in order to receive a more competitive bid price on electricity. NIMEC's membership consists of 125 northern Illinois municipalities;

WHEREAS, the Village through its participation in the NIMEC bid process has previously entered into contracts with the lowest bidder for electricity for the Village's water pumping facilities.

WHEREAS, Commonwealth Edison no longer offers a fixed rate for larger street light accounts, only smaller sized accounts. ComEd prices larger street light accounts on a floating market rate that changes every hour. It is not possible to predict those rates for the following 12 months, as they are dependent upon weather, usage and other market factors. Fixed rates for medium and large sized accounts are only available from suppliers other than ComEd;

WHEREAS, because commodity pricing is volatile, the Village Administrator will need to have the authority to sign a contract with the electricity provider which is deemed most favorable for the Village on the same day that bids are presented by NIMEC, and determine if the desired contract should be for a one, two or three-year term;

NOW, THEREFORE, BE IT RESOLVED, that, in light of the time constraints applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Village Administrator is hereby authorized to sign the contract with the lowest bidder, with Village Staff being hereby directed to place said contract on the first available Village Board meeting following the execution thereof by the Village for ratification by the Village Board.

Presented to the Board of Trustees of the Village of East Dundee, Illinois this _____ day of _____, 2024.

Passed by the Board of Trustees of the Village of East Dundee Illinois this _____ day of _____, 2024.

Village President

ATTEST:

Village Clerk

Memorandum



To: Village President and Board of Trustees

From: Joshua Fourdyce, Chief of Police

Subject: Dog Ordinance Discussion

Date: February 5, 2024

Action Requested:

Staff recommends Village Board discussion of the current Animal Control Ordinance (92.03) contained in the Village Code.

Background

At the Village Board meeting on January 22nd, 2024, the Board requested that staff conduct research on the viability of the Village's current Animal Control Ordinance. The current ordinance adopts the Kane County Animal Control Ordinance with a few exceptions. (Kane County Ordinance can be found in Chapter 5 of the Kane County Code.) The Village's current Animal Control Ordinance was adopted at the October 21, 2019, Village Board meeting. Staff will be presenting an overview of this ordinance to the Village Board at this meeting.

Summary

Staff conducted research that consisted of comparing the Village's ordinance to several area municipalities. Staff also consulted with the Village Attorney, Kelley Gandurski. It was found that the Village's current ordinance is robust and allows for aggressive enforcement of animal control violations.

Instead of amending the current ordinance, Staff recommends that the Village conduct an educational campaign through social media and mail that highlights important elements of the Village's ordinance, particularly how it applies to dogs. Staff also recommends that the Police Department more aggressively enforce the Animal Control Ordinance.

Attachments

Village Ordinance

Kane County Ordinance

CHAPTER 92: ANIMALS

Section

- 92.01 Short title; application
- 92.02 Definitions
- 92.03 Adoption of Kane County animal control ordinance
- 92.04 Limitation on number of dogs and cats
- 92.05 Farm animals
- 92.06 Chickens and ducks
- 92.07 Enforcement

§ 92.01 SHORT TITLE/APPLICATION.

(A) This chapter shall be known and may be cited as the “Animal Control Ordinance”.

(B) To establish animal control regulations and procedures, the Animal Control Ordinance adopts Kane County’s Animal Control Ordinance, authorizing the village to enforce its provisions as modified by this chapter, and adopts certain additional provisions set forth herein. Kane County also has authority to enforce (within the village) Kane County’s Animal Control Ordinance, without such modifications, pursuant to the intergovernmental agreement.

(Ord. 20-14, passed 5-4-2020)

§ 92.02 DEFINITIONS.

The definitions set forth in Kane County’s Animal Control Ordinance, as amended from time to time and as modified by § 92.03, are incorporated herein as if fully set forth. In addition, as used in this chapter, unless the context otherwise requires, the terms specified in this section have the following meanings:

ADMINISTRATIVE ADJUDICATION. Enforcement of this chapter by a hearing officer, pursuant to Chapter 36, Administrative Adjudication, of this code.

ANIMAL CONTROL WARDEN. The village’s police officers shall be animal control wardens to perform duties pursuant to this chapter.

CHIEF OF POLICE. The duly appointed Chief of Police of the Village of East Dundee.

DANGEROUS DOG OR OTHER ANIMAL; DANGEROUS DOG; DANGEROUS ANIMAL. Any individual dog or other animal, when unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or a companion animal in a public place, including menacing behavior.

ENCLOSURE. A fence or structure with a design approved by the village of at least six feet in height, which is covered, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious or dangerous animal in conjunction with other measures that may be taken by the owner or keeper, such as tethering of the vicious or dangerous animal within the enclosure. The enclosure shall be securely enclosed and locked and designed to prevent the animal from escaping from the enclosure. If the enclosure is a room within a residence, the door must be locked. A vicious or dangerous animal may be allowed to move about freely within the entire residence if it is muzzled at all times.

HEARING OFFICER. The person appointed by the village to hear and decide cases brought pursuant to Chapter 36, Administrative Adjudication, of this code.

INTERGOVERNMENTAL AGREEMENT. The intergovernmental agreement between Kane County and the village for animal control services to be provided by Kane County, which is in effect from and after September 12, 2016, until terminated.

KANE COUNTY/ COUNTY. County of Kane, Illinois.

KANE COUNTY ANIMAL CONTROL ORDINANCE/COUNTY ORDINANCE. Chapter 5, Animal Control Ordinance, of the Kane County Code, as it may be amended from time to time.

POLICE DEPARTMENT. The Village’s police department.

VICIOUS ANIMAL; VICIOUS DOG OR ANIMAL.

(1) Any individual dog or other animal that when unprovoked bites or attacks a human being or other animal either on public or private property; and

(2) Any individual dog or other animal that has a trait or characteristic and a generally known reputation for viciousness, dangerousness, or unprovoked attacks upon human beings or other animals, unless handled in a particular manner with special equipment.

VILLAGE. The Village of East Dundee, Illinois.

VILLAGE POLICE OFFICER; POLICE OFFICER. A sworn law enforcement officer employed by the village's Police Department, who shall be an animal control warden, may be appointed as a humane investigator, and shall have the authority of a sheriff's deputy under the county ordinance.

(Ord. 20-14, passed 5-4-2020)

§ 92.03 ADOPTION OF KANE COUNTY ANIMAL CONTROL ORDINANCE.

The village adopts and incorporates by reference Kane County's Animal Control Ordinance, Chapter 5 of the Kane County Code, with the following exceptions thereto, consisting of certain deletions and changes, which shall control wherever such exceptions are applicable or are in conflict with certain other provisions of that code. In addition, to the extent that any provision of the Kane County Animal Control Ordinance limits its application to the corporate area of the county, outside of a municipality, that provision shall apply within the village.

(A) Section 5-2: Definitions:

(1) The definitions in § 92.02 of this chapter are incorporated into the county ordinance, subject to the following:

(a) "Dangerous dog", as defined in the county ordinance shall be deleted and replaced with "dangerous dog; dangerous dog or other animal; dangerous animal", as defined in § 92.02:

DANGEROUS DOG OR OTHER ANIMAL; DANGEROUS DOG; DANGEROUS ANIMAL: Any individual dog or other animal, when unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or a companion animal in a public place, including menacing behavior.

(b) The definition of "department" in the county ordinance shall be amended to include the following:

The Police Department shall have the same authority as the Department for village enforcement purposes.

(c) The definition of "enclosure" in the county ordinance shall be deleted and replaced with the following definition from § 92.02:

ENCLOSURE: A fence or structure with a design approved by the village of at least six feet in height, which is covered, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious or dangerous animal in conjunction with other measures that may be taken by the owner or keeper, such as tethering of the vicious or dangerous animal within the enclosure. The enclosure shall be securely enclosed and locked and designed to prevent the animal from escaping from the enclosure. If the enclosure is a room within a residence, the door must be locked. A vicious or dangerous animal may be allowed to move about freely within the entire residence if it is muzzled at all times.

(d) The term and definition of "vicious dog" in the county ordinance shall be deleted and replaced with "vicious animal; vicious dog or animal", as defined in § 92.02:

VICIOUS ANIMAL; VICIOUS DOG OR ANIMAL:

1. Any individual dog or other animal that when unprovoked bites or attacks a human being or other animal either on public or private property; and

2. Any individual dog or other animal that has a trait or characteristic and a generally known reputation for viciousness, dangerousness, or unprovoked attacks upon human beings or other animals, unless handled in a particular manner with special equipment.

(e) These new terms and definitions shall be substituted whenever the original term is referenced.

(B) Section 5-9: Dog Running At Large; Public Nuisance; Impoundment: shall be amended as follows:

(1) The title shall be revised to read: Dogs/Cats Running At Large; Public Nuisance; Impoundment; and

(2) The following shall be inserted at the end of the paragraph:

This paragraph applies to cats, which are not permitted to run at large.

(3) The following paragraph shall be added:

The following restrictions apply specifically to dogs:

1. It shall be unlawful to permit any dog, except when on a leash controlled by the owner or his or her agent, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the village.

2. It shall be unlawful to permit any dog, even though on a leash, to be in or enter upon any public hall, restaurant, confectionery shop, office, store, grocery, tavern or any other store for the sale of food, except any store for the sale of animal pets anywhere within the village during the time that any of the places are open for use by the public.

3. It shall be unlawful for any dog, even though on a leash, to go or be upon any school premises or public playground within the village or upon a path or sidewalk extending through or within any school premises or public playground within the village, unless permitted by their respective authorities.

4. No leash shall be longer than eight feet in length.

5. The provisions of this section shall not apply to dogs leading blind persons or other duly approved service animals in the course of their service.

6. Any waste deposited by a dog on public property or right-of-way, public walks, recreation areas or the private property of others must be immediately removed by the person who has custody or control of the dog unless otherwise authorized by the property owner. Any person violating this section shall be liable for the cost of removal of the waste in addition to the penalty provided for violation of this code.

(C) Subsection E of Section 5-10: Notice Of Impoundment: Service Of Notice; Redemption Of Impounded Dog; Conditions, is amended to include the following:

Payment of an additional impoundment fee into the county's animal control fund, as a penalty for the first offense and for each subsequent offense, does not apply if apprehension and impoundment is by the Police Department.

(D) Section 5-12: Animals Exhibiting Signs Of Rabies; Notice To Administrator; Confinement Of Animal; Animals Exposed; Confinement; is amended to be and read as follows:

The owner of any animal which exhibits clinical signs of rabies, whether or not such animal has been inoculated against rabies, shall immediately notify the County administrator or Chief of Police, and shall promptly confine such animal under the direct supervision of a licensed veterinarian for a period of at least ten days. Any animal in direct contact with such animal, whether or not the exposed animal has been inoculated against rabies, shall be confined as ordered by the administrator or Chief of Police.

(E) Section 5-13, Report Of Bite By Animal; Confinement; Report; At End Of Confinement; Confinement In Owner's House; Reduction Of Period; Violations; Expense; shall be amended by inserting the following final paragraph:

The Chief of Police shall have the same authority as the County administrator under this section, and shall work cooperatively with the administrator.

(F) Section 5-14: Prevention Of Spread Of Rabies; Powers; shall be amended by inserting the following final paragraph:

The Chief of Police also may order such preventive action.

(G) Section 5-15: Enclosure For Vicious Dog Or Other Animal; Leash For Dangerous Dog Or Other Animal; Exemptions; Injunction; Nuisance, is amended as follows:

(1) A new first paragraph is inserted, to be and read as follows:

A vicious or dangerous animal is declared to be a nuisance and it is unlawful to keep or harbor a nuisance animal, except as specifically provided in this section.

(2) The following additional requirements are added:

(a) Vicious and dangerous dogs shall not be classified in a manner that is specific to breed.

(b) If an animal is found to be vicious or dangerous, it shall be subject to enclosure if deemed appropriate by the Chief of Police. The owner of a vicious animal or dangerous dog shall allow reasonable access of a police officer to inspect the enclosure for compliance with an enclosure order and the animal shall not be released to the owner until so approved.

The only times that a vicious or dangerous animal is allowed out of the enclosure are:

(1) if it is necessary for the owner or keeper to obtain veterinary care;

(2) in case of an emergency or natural disaster where the animal's life is threatened; or

(3) to comply with the order of the court or Hearing Officer, provided that it is securely muzzled and restrained with a leash not exceeding six feet in length, and shall be under the direct control and supervision of the owner or keeper or muzzled in its owner's residence.

(c) No owner or keeper of a vicious or dangerous animal shall sell or give it away without court or Hearing Officer approval.

(d) Whenever an owner of a vicious or dangerous animal relocates, he or she shall notify the administrator and the Police Department within seven days of relocation.

(e) A Hearing Officer may find an animal to be vicious and order it to be removed from the village.

(f) Any animal that has been found to be a dangerous animal and is not confined to an enclosure shall be impounded by the Police Department, an animal control warden or any law enforcement authority have jurisdiction in that area.

(g) The Chief of Police may find an animal to be dangerous, pursuant to the same requirements as the County administrator. The owner of a dog or other animal so found to be a dangerous animal may request a hearing to contest the matter in Administrative Adjudication within 30 days of receipt of notification of the determination, for a de novo hearing on the determination.

(h) No dog or cat or other domesticated animal, which kills a chicken or duck on a permitted tract of land, shall for that

reason alone be considered a vicious or dangerous animal.

(i) The village may file any complaint in Administrative Adjudication, in accordance with its procedures.

(j) References to "court" shall be replaced with "court or Hearing Officer;"

(k) For enforcement purposes, the Chief of Police shall have authority to make determinations otherwise granted to the County administrator.

(H) Division 2. Prohibited Animals, Sections 5-16 to 5-16-2, is deleted in its entirety and replaced with the following:

5-16: Dangerous Animals.

It shall be unlawful to keep or harbor in the village any bear, lion, wildcat, catamount, orangutan, chimpanzee, tiger, poisonous or other dangerous reptile or any other animal which is free by nature or wild by nature in the eyes of the law and dangerous to humankind. It shall also be unlawful for any person to keep or harbor any vicious animal in the village or any animal which is dangerous because of a propensity to injure persons, except in accordance with Section 5-15 of this chapter.

(I) A new Section 5-16-1, Potentially Dangerous Dog; Vicious Animal, shall be inserted to be and read as follows:

5-16-1: Potentially Dangerous Dog; Vicious Animal.

A. A dog found running at large and unsupervised with 3 or more other dogs may be deemed a potentially dangerous dog by an animal control warden or Police Officer. Potentially dangerous dogs shall be spayed or neutered and micro-chipped within 14 days of reclaim. The designation of "potentially dangerous dog" shall expire 12 months after the most recent violation of this Section. Failure to comply with this Section will result in impoundment of the dog and/or a fine.

B. A potentially dangerous dog may be deemed a vicious animal if it, or one or more of those other dogs, committed an unprovoked bite or attack on a human being or other animal on public or private property.

(J) A new Section 5-16-2, Biting Dogs, shall be inserted to be and read as follows:

5-16-2: Biting Dogs.

A. Biting Dog. A dog which has bitten, scratched or otherwise injured any person so as to cause abrasion to the skin of the person.

B. Whenever a dog has bitten, scratched or otherwise injured a person within the village so as to cause an abrasion of the skin and the person so injured was not, at the time, unlawfully trespassing upon the person or property of the owner of the dog, process shall issue and be served upon the owner of the dog.

C. If the defendant is found guilty, he or she shall be fined for the offense, or the court or Hearing Officer may stay execution and continue the cause subject to an order that defendant have the dog disposed of within the time for which the case is continued. Upon satisfactory showing to the court or Hearing Officer that the dog has been disposed of, the court or Hearing Officer, in its discretion, may dismiss the action.

(K) A new Section 5-16-3, Damage to Property, shall be inserted to be and read as follows:

5-16-3: Damage To Property.

No person shall, without the consent of the owner of the property concerned, permit any dog or cat in his or her custody or control to enter upon the premises of another within the village, or permit any dog or cat in his or her custody to injure or carry away any vegetable, plant, fruit, shrub, tree, flower or other thing which may be on the premises or which may be planted or seeded there.

(L) Sections 5-19 through 22 shall not be interpreted to infer or imply that the animals protected thereunder are permitted in the village, because farm animals, other than chickens and ducks, are not permitted pursuant to § 92.05 of this chapter.

(M) Sections 5-26: Prohibited Acts: shall be amended to permit the purchase of baby chicks and baby ducklings to the extent that it complies with § 92.06 of this chapter.

(Ord. 20-14, passed 5-4-2020; Am. Ord. 21-03, passed 1-18-2021)

§ 92.04 LIMITATION ON NUMBER OF DOGS AND CATS.

(A) A total of not more than three dogs or three cats or any combination thereof, such that the cumulative total shall not exceed four, is permitted to be or remain in or about any single-family detached residence, building or lot.

(B) Not more than one dog or cat is permitted in any single dwelling unit in any multiple housing dwelling unit within the village at any one time.

(C) This section applies only to dogs and cats over the age of three months.

(1981 Code, § 14.20) (Ord. 02-16, passed 10-21-2002; Am. Ord. 09-09, passed 4-20-2009; Am. Ord. 20-14, passed 5-4-2020)

§ 92.05 FARM ANIMALS.

No person shall keep or allow to be kept upon or about the premises or upon any vacant property or public streets within the village any cattle, horses, swine, sheep, goats, geese, or poultry (other than chickens and ducks as permitted in § 92.06).

(1981 Code, § 14.04) (Ord. 20-14, passed 5-4-2020; Am. Ord. 21-03, passed 1-18-2021)

§ 92.06 CHICKENS AND DUCKS.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CHICKEN. A member of the subspecies *Gallus gallus domesticus*, also known as a domesticated fowl.

COOP INCLUDES POULTRY TRACTOR AND POULTRY RUN. A structure that is designed to house chickens and/or ducks. A mobile coop is a **POULTRY TRACTOR**. A **POULTRY RUN** is an outdoor area that is enclosed on all vertical sides by fencing. The run must be attached to or must surround a coop with a doorway or hatch that allows access into the space by chickens and/or ducks.

DUCK. A member of the subspecies *Anas platyrhynchos domesticus*, also known as a domesticated duck.

PERMITTED TRACT OF LAND. The tract of land as identified by the application upon which a permit is granted by the village for the keeping chickens and/or ducks.

PERMITTEE. An applicant who has been granted a permit by the village to raise, harbor or keep chickens and/or ducks.

PERMITTING OFFICER. A person appointed by the Village Administrator.

SINGLE FAMILY DWELLING. Any building that contains only one dwelling unit.

TRACT OF LAND. A property that has one single family dwelling located on that property.

(B) *Permit required.*

(1) No person shall raise, harbor or keep chickens and/or ducks within the village without obtaining a valid coop permit from the village.

(2) In order to obtain a permit, an applicant must submit a completed application with a fee as established by the annual fee schedule. If for any reason, the permit is not issued, the fee will be refunded. Once granted, a permit shall remain in effect until the earliest of (a) its suspension or revocation, (b) the repeal of this section or (c) abandonment of the permit, which shall occur without further action of the village if no chickens and/or ducks are kept on a tract of land for six or more consecutive months.

(3) Requirements to obtain a permit shall include:

- (a) That all requirements of this section are met;
- (b) That all fees for the permit are paid in full;
- (c) That all judgments in the village's favor and against the applicant have been paid in full;
- (d) That the tract of land to be permitted shall contain only one single family dwelling occupied and be used as such by the applicant;
- (e) That the applicant has provided notice to the residents of all immediately adjacent dwellings of the applicant's intent to obtain a permit;
- (f) That the applicant has successfully completed an approved class in raising chickens and/or ducks in an urban setting;
- (g) That a permit shall only be issued after the coop has been inspected and determined to meet all requirements of this section;
- (h) That the issuance of a permit will not be detrimental to or endanger the public health, safety, comfort or general welfare of the community or neighboring residents;
- (i) That the issuance of a permit will not be injurious to the enjoyment of property by property owners in the immediate vicinity.

(4) If the permitting officer concludes as a result of the information contained in the application that the requirements for a permit have been met, then the officer shall issue the permit.

(5) If the applicant is found to be in violation of this section, he/she will be given a reasonable time to come into compliance and, upon compliance, the permit shall be issued; or, if not in compliance, the application and fee shall be returned and a new application must be filed.

(C) *Coop permits.* Coop permits are non-transferrable.

(D) *Suspension or revocation of a coop permit.*

(1) The permitting officer may seek suspension or revocation of a coop permit pursuant to the applicable regulations and procedures of § 110.12, Revocation and Suspension, for the following violations:

- (a) False statements on any application or report required by this section;
- (b) Failure to pay any fee;
- (c) Failure to correct deficiencies noted in notices of violation within the time specified in the notice;
- (d) Failure to maintain the coop in compliance with this section;
- (e) Failure to comply with the provisions of an approved mitigation or remediation plan ordered by the Village President as a penalty at a violation hearing; or
- (f) Failure to comply with any provision of this section.

(2) *Notification.* A decision to revoke, suspend, or deny a permit, or impose a mitigation or remediation plan shall be in writing, delivered by mail or in person to the address indicated on the application. The notification shall specify reasons for that action.

(E) *Number and type of chickens and/or ducks allowed.* The maximum number of chickens and/or ducks allowed per tract of land is four in total, meaning that no more than four of any combination of chickens and/or ducks are allowed per tract of land. Roosters are prohibited.

(F) *Zoning districts allowed.* A coop can only be permitted in those residential areas zoned E-Estate Residence District; or R-1, R-2 or R-3 Single-Family Residence Districts.

(G) *Enclosures.*

(1) Coops shall be located in the rear yard, must be located at least ten feet from the property line and at least 25 feet from any adjacent residential dwelling, church, school, or place of business, and must be closer to the permittee's residence than any adjoining residential dwelling, church, school, or place of business.

(2) Coops will be kept clean, dry, secure, odor free, neat and sanitary at all times. Manure, uneaten and discarded feed, feathers and other waste must be removed from the coop regularly and at a minimum of once per week.

(3) Coops shall be designed to provide safe and healthy living conditions.

(4) The poultry tractor shall provide a minimum of four square feet per chicken and/or duck while minimizing adverse impacts to other residents in the neighborhood.

(5) The poultry run shall provide a minimum of ten square feet of floor area per chicken and/or duck while minimizing adverse impacts to other residents in the neighborhood.

(6) Coops must provide adequate ventilation, sun and shade, protection from precipitation, protection from cold weather, fresh water and must be impermeable to rodents, wild birds and predators including cats and dogs.

(7) Chickens and/or ducks must be kept in an enclosure and fenced area at all times and not allowed to run free. Chickens and/or ducks must be secured in a coop or poultry tractor during non-daylight hours.

(8) A coop or poultry tractor shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked each night. Open windows and vents must be covered with predator and bird proof wire.

(9) The materials used in making the coop or poultry tractor shall be uniform for each element of the structure, such that the walls are made of the same material, the roof has the same shingles or other covering and any windows or openings be constructed of the same materials. The use of scrap, washboard, sheet metal or similar materials is prohibited. Coops and poultry tractors shall be well maintained.

(10) Any enclosed poultry run shall consist of sturdy wire fencing, a minimum of six feet in height, and covered with wire, aviary netting or solid roofing.

(H) *Odor and noise.*

(1) Odors from chickens and/or ducks, chicken and/or duck manure or other chicken and/or duck related substances shall not be perceptible beyond the boundaries of the permitted tract of land.

(2) Noise from chickens and/or ducks shall not be loud enough to disturb persons of reasonable sensitivity beyond the boundaries of the permitted tract of land at the property boundaries.

(I) *Predators, rodents, insects and parasites.* The permittee shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens and/or ducks found to be infested with insects or parasites that may result in unhealthy conditions to humans or chickens and/or ducks shall be removed immediately from the permitted tract of land.

(J) *Feed and water.* Chickens and/or ducks shall be provided with access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds and predators. Feed must be stored in a fully enclosed, rodent proof container.

(K) *Waste storage and removal.*

(1) Manure must be stored and disposed of in compliance with this section and the Village Code. All stored manure shall be covered by a fully enclosed structure with a lid over the entire structure. No more than three cubic feet of manure shall be stored on the permitted tract of land.

(2) The coop and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

(L) *Chickens and/or ducks at large.* The permittee shall not allow the permittee's chickens and/or ducks to run at large upon any street, alley or unenclosed lot within the village. No dog or cat or other domesticated animal, which kills a chicken and/or duck off the permitted tract of land, shall for that reason alone be considered a dangerous or aggressive animal or the village's responsibility to enforce its animal control provisions.

(M) *Unlawful acts.*

(1) It shall be unlawful for any person to keep chickens and/or ducks in violation of any provision of this section.

(2) It shall be unlawful for any owner, renter or leaseholder of property to allow chickens and/or ducks to be kept on the property in violation of the provisions of this section.

(3) No person shall keep chickens and/or ducks inside a single family dwelling unit, multifamily dwelling unit or rental unit.

(4) No person shall slaughter any chickens and/or ducks within the village.

(5) No person shall keep a rooster.

(6) No person shall keep chickens and/or ducks on a vacant or uninhabited tract of land.

(7) No permittee shall engage in chicken and/or duck breeding or fertilizer production for commercial purposes.

(Ord. 15-41, passed 9-21-2015; Am. Ord. 20-14, passed 5-4-2020; Am. Ord. 21-03, passed 1-18-2021)

§ 92.07 ENFORCEMENT.

(A) Citations and complaints regarding violations of the adopted Kane County Animal Control Ordinance shall describe the violation by first indicating this § 92.07, followed by the Kane County ordinance number, e.g., 92.07 (5-9-4) for nuisance feeding.

(B) In addition to enforcing violations of this chapter in the Circuit Court, the village may enforce such violations before a hearing officer in administrative adjudication, subject to the requirements of this chapter. The hearing officer shall have the powers granted to the Circuit Court under this chapter, as well as those provided in Chapter 36 of the Village Code.

(C) The village's enforcement of this chapter shall be subject to the fees and fines set forth in Chapter 37: Fees and Fines, and § 10.99 of the Village Code.

(Ord. 20-14, passed 5-4-2020)

CHAPTER 5

ANIMAL CONTROL ORDINANCE

ARTICLE I. GENERAL; DEFINITIONS

SECTION:

5-1: Short Title

5-2: Definitions

5-1: SHORT TITLE:

This chapter shall be known and may be cited as the *ANIMAL CONTROL ORDINANCE*. (Ord. 04-83, 2-10-2004)

5-2: DEFINITIONS:

As used in this chapter, unless the context otherwise requires, the terms specified in this section have the following meanings ascribed to them:

ADMINISTRATOR: A veterinarian licensed by the state of Illinois and appointed pursuant to this chapter, or in the event a veterinarian cannot be found and appointed pursuant to this chapter, a nonveterinarian may serve as administrator under this chapter. In the event the administrator is not a veterinarian, the administrator shall defer to a veterinarian regarding all medical decisions.

ANIMAL: Any living vertebrate creature, domestic or wild, other than man.

ANIMAL CONTROL WARDEN: Any person appointed by the administrator to perform duties as assigned by the administrator to effectuate this chapter.

BITCH IN SEASON: Any female dog that is in estrous or a period of reproductive fertility so as to be attractive to male dogs.

BOARD: The Kane County board.

BUSINESS DAY: Any day including holidays that the animal control facility or other contracted pounds are open to the public for animal reclaims.

CAT: All members of the family Felidae.

COMPANION ANIMAL: Any animal commonly considered to be, or to be used as a pet. "Companion animal" includes, but is not limited to, canines, felines, and equines.

CONFINED: Restriction of an animal at all times by the owner, or his agent, to an escape proof building, house, or other enclosure away from other animals and the public.

CONTROL: Any animal that is either secured by a leash or within the property of its owner, or confined within a cage or crate, or confined within a vehicle, or on the property of another person with the consent of that property owner. "Voice control" means the immediate recall of a dog or other animal at the sound of the owner's voice.

DANGEROUS DOG: Any individual dog when unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or a companion animal in a public place.

DEPARTMENT: The Kane County animal control department.

DEPUTY ADMINISTRATOR: A veterinarian licensed by the state of Illinois, appointed by the administrator.

DOG: All members of the family Canidae.

ENCLOSURE: A fence or structure of at least six feet (6') in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious dog in conjunction with other measures that may be taken by the owner or keeper, such as tethering of the vicious dog within the enclosure. The enclosure shall be securely enclosed and locked and designed to prevent the animal from escaping from the enclosure. If the enclosure is a room within a residence, the door must be locked. A vicious dog may be allowed to move about freely within the entire residence if it is muzzled at all times.

FERAL CAT: A cat that: a) is born in the wild or is the offspring of an owned or feral cat and is not socialized, or b) is a formerly owned cat that has been abandoned and is no longer socialized or lives on a farm.

HAS BEEN BITTEN: Has been seized with the teeth or jaws so that the person or animal seized has been nipped, gripped, wounded, or pierced, and further includes contact of saliva with any break or abrasion of the skin.

HUMANE SOCIETY: Any chartered, not for profit organization authorized to do business in this state and organized for the purpose of preventing cruelty to animals and promoting humane care and treatment of animals.

IMPOUNDED: Taken into the custody of a public animal control facility in Kane County.

INOCULATION AGAINST RABIES: The injection of an antirabies vaccine approved by the Illinois department of agriculture and administered by a licensed veterinarian in accordance with the manufacturer's recommendations for the vaccine used.

LEASH: A cord, rope, strap, or chain which shall be securely fastened to the collar or harness of a dog or other animal and shall be of sufficient strength to keep such dog or other animal under control.

LICENSED VETERINARIAN: A veterinarian licensed by the state in which he/she engages in the practice of veterinary medicine.

LIVESTOCK MANAGEMENT FACILITY: Any on farm animal feeding operation, on farm livestock shelter, or on farm milking and accompanying milk handling area.

OWNER: Any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his care, or acts as its custodian, or who knowingly permits a domestic, wild or exotic animal to remain on or about any premises occupied by that person. Owners must be eighteen (18) years of age or older.

PERSON: Any individual, firm, corporation, partnership, society, association or other legal entity, any public or private institution, the state of Illinois, municipal corporation or political subdivision of the state, or any other business unit.

PHYSICAL INJURY: The impairment of physical condition.

POUND OR ANIMAL CONTROL FACILITY: May be used interchangeably and mean any facility approved by the administrator for the purpose of enforcing this chapter and used as a shelter for seized, stray, homeless, abandoned, or unwanted dogs or other animals.

REGISTRATION CERTIFICATE: A printed form prescribed by the department for the purpose of recording pertinent information as required by the department under this chapter.

SERIOUS PHYSICAL INJURY: A physical injury that creates a substantial risk of death or that causes death, serious protracted disfigurement, protracted impairment of health, impairment of the function of any bodily organ, or plastic surgery.

STRAY OR STRAYING ANIMAL: A dog or other animal not on the property of the owner or not confined or under control by a leash or other recognized control measures.

VICIOUS DOG: A dog that, without justification, attacks a person and causes serious physical injury or death or any individual dog that has been found to be a "dangerous dog" upon three (3) separate occasions. (Ord. 04-83, 2-10-2004)

ARTICLE II. ADMINISTRATOR; APPOINTMENT AND DUTIES

SECTION:

5-3: Appointment Of Administrator; Appointment Of Deputy Administrators And Animal Control Wardens; Compensation; Removal; Personnel And Facilities

5-4: Reserved

5-5: Duties Of Administrator; Police Powers; Cooperation Of Sheriff And Police

5-6: Reserved

5-3: APPOINTMENT OF ADMINISTRATOR; APPOINTMENT OF DEPUTY ADMINISTRATORS AND ANIMAL CONTROL WARDENS; COMPENSATION; REMOVAL; PERSONNEL AND FACILITIES:

The county board chairman with the consent of the county board shall appoint an administrator. Appointments shall be made as necessary to keep this position filled at all times. The administrator may appoint as many deputy administrators and animal control wardens to aid him or her as authorized by the board. The compensation for the administrator, deputy administrators, and animal control wardens shall be fixed by the board. The administrator may be removed from office by the county board chairman with the consent of the county board. In the event the administrator is not a licensed veterinarian, the administrator shall appoint a veterinarian licensed by the state of Illinois as a deputy administrator, who shall also be known as the county veterinarian.

The board shall provide necessary personnel, training, equipment, supplies, and facilities, and shall operate pounds or contract for their operation as necessary to effectuate the program. The board may enter into contracts or agreements with persons to assist in the operation of the program.

The board shall be empowered to utilize monies from their general corporate fund to effectuate the intent of this chapter.

The board is authorized by ordinance to require the registration of dogs, cats, and other animals and shall impose an individual animal and litter tag fee. All persons selling animals or keeping registries of animals shall cooperate and provide information to the administrator, as required by board ordinance, including sales, number of litters, and ownership of said animals. (Ord. 04-83, 2-10-2004; Ord. 06-155, § 1, 4-11-2006)

5-4: RESERVED:

5-5: DUTIES OF ADMINISTRATOR: POLICE POWERS: COOPERATION OF SHERIFF AND POLICE:

It shall be the duty of the administrator, or the deputy administrator, through humane education, rabies inoculation, stray control, surgical sterilization of animals, impoundment, quarantine, and any other means deemed necessary, to control and prevent the spread of rabies, to exercise dog and cat overpopulation control in Kane County, and to effectuate and enforce all other provisions of this chapter. It shall also be the duty of the administrator to investigate and substantiate all claims made under section 5-21 of this chapter.

The administrator, deputy administrators, and animal control wardens are, for the purpose of enforcing this chapter, clothed with power of police officers in Kane County and within the county are peace officers in the enforcement of the provisions of this chapter, including issuance and service of citations and orders, and, as such peace officers have the power to make arrests on view or warrants for violation of this chapter and to execute and serve all warrants and processes issued by any circuit court; however, such peace officers are prohibited from carrying concealed weapons. The sheriff and his deputies and municipal police officers shall cooperate with the administrator and his or her representatives in carrying out the provisions of this chapter. For purposes of making inspections hereunder, the administrator, or his authorized representative, or any law enforcement officer may enter upon private premises, provided the entry shall not be made into any building that is a person's residence, to apprehend a straying dog or other animal, a dangerous or vicious animal or an animal thought to be infected with rabies. If, after request thereof, the owner of the animal shall refuse to deliver the animal to the officer, the owner shall be in violation of this chapter. (Ord. 04-83, 2-10-2004)

5-6: RESERVED:

ARTICLE III. ANIMAL CONTROL FUND

SECTION:

5-7: Remittance Of Fees; Animal Control Fund; Use Of Fund

5-7: REMITTANCE OF FEES; ANIMAL CONTROL FUND; USE OF FUND:

All tag fees collected shall be remitted to the county treasurer, who shall place the monies in the animal control fund. This fund shall be set up by him for the purpose of paying costs of the animal control program. All fees collected shall be used for the purpose of paying claims for loss of livestock or poultry as set forth in section 5-21 of this chapter and for the following purposes as established by ordinance of the county board: For paying the cost of stray dog control, impoundment, education on animal control and rabies, and other costs incurred in carrying out the provisions of this chapter concurred on by the county board relating to animal control, except as set forth in section 5-21 of this chapter. (Ord. 04-83, 2-10-2004; Ord. 06-155, § 1, 4-11-2006)

ARTICLE IV. RABIES CONTROL AND STRAY DOG CONTROL; ANIMALS AS PUBLIC NUISANCES

SECTION:

5-8: Registration And Inoculation Against Rabies Required; Rabies Inoculation Tags; Sale And Distribution Of Vaccine

5-8-1: Change Of Pet Ownership

5-9: Dogs Running At Large; Public Nuisance; Impoundment

5-9A: Invisible Fencing

5-9-1: Nuisance Animals

5-9-2: Bitch In Heat; Unlawful To Leave Tied Or Unattended Outdoors

5-9-3: Dog Barking Or Other Animals Emitting Loud Noises; Provisions For Abatement

5-9-4: Nuisance Feeding Prohibited

5-10: Notice Of Impoundment; Service Of Notice; Redemption Of Impounded Dog; Conditions

5-11: Dogs Not Redeemed; Humane Dispatch; Release Without Spaying Or Neutering Prohibited; Adoption

5-12: Animals Exhibiting Signs Of Rabies; Notice To Administrator; Confinement Of Animal; Animals Exposed; Confinement

5-13: Report Of Bite By An Animal; Confinement; Report; Notification By Administrator; Report At End Of Confinement; Confinement In Owner's House; Reduction Of Period; Violations; Expense

5-14: Prevention Of Spread Of Rabies; Powers

5-8: REGISTRATION AND INOCULATION AGAINST RABIES REQUIRED; RABIES INOCULATION TAGS; SALE AND DISTRIBUTION OF VACCINE:

A. Registration: Every owner of a dog or cat four (4) months or more of age shall cause such dog or cat to be registered with, and shall pay a registration fee to, Kane County animal control. Upon payment of the required registration fee and

compliance with the rabies inoculation requirement set forth in subsection B of this section, a registration tag shall be issued and will be valid for one year. Every dog or cat shall be registered annually, unless a licensed veterinarian has issued a certificate indicating that a three (3) year rabies vaccine has been administered to the dog or cat, in which case, registration shall be once every three (3) years. This requirement of registration may be satisfied through the inoculation and tag purchase described in subsection B of this section.

B. Inoculation: Every owner of a dog or cat four (4) months or more of age shall cause such dog or cat to be inoculated against rabies by a licensed veterinarian. Every dog or cat shall have a second rabies vaccination within one year of the first vaccination and every year thereafter. However, if the vaccine used is one recognized by the Illinois department of agriculture for a three (3) year period of immunity, and the dog or cat is over twelve (12) months of age at the time of inoculation, the interval between inoculations may be extended to three (3) years. Evidence of such rabies inoculation shall be entered on a certificate, the form of which shall be approved by the Kane County board and which shall contain the microchip number of the animal, if it has one, and which shall be signed by the licensed veterinarian administering the vaccine. Veterinarians who inoculate a dog or cat shall procure from Kane County animal control serially numbered tags, one to be issued with each inoculation certificate. Only one dog or cat shall be included on each certificate. The veterinarian immunizing or microchipping an animal in Kane County shall provide the administrator of Kane County animal control with a certificate of immunization and microchip number, and a tag shall be issued, at a fee established by the Kane County board for each dog or cat inoculated against rabies. Such tags shall also serve as the registration tag for purposes of this chapter. Tags shall be worn on the collar or harness of the animal for which the tag and rabies inoculation certificate was issued, except when the animal is confined.

If a tag is not issued at the time a dog or cat is inoculated against rabies (for example, if the owner refuses to obtain the tag from the veterinarian or if the veterinarian is located outside Kane County), the owner must register the dog or cat with Kane County animal control within thirty (30) days of inoculation. In which case, the owner must present an inoculation certificate issued by the veterinarian that administered such inoculation. Kane County animal control will then furnish the owner with a tag, upon payment of the registration fee.

C. Registration Fee: The fee for a registration tag shall be assessed at a rate set forth by Kane County animal control and approved by the county board and shall include a minimum ten dollar (\$10.00) differential in the fee for dogs or cats that have not been spayed or neutered.

D. Sale And Distribution Of Vaccine: Rabies vaccine for use on animals shall be sold or distributed only to and used only by licensed veterinarians. Such rabies vaccine shall be licensed by the United States department of agriculture and approved by the Illinois department of agriculture.

E. Exemptions: If a licensed veterinarian determines in writing that a rabies inoculation would compromise an animal's health, then the animal shall be exempt from the rabies shot requirement, but the owner must register the dog or cat as medically exempt within thirty (30) days after such determination. (Ord. 12-288, 9-11-2012)

5-8-1: CHANGE OF PET OWNERSHIP:

If the ownership of a pet changes, the following apply:

- A. Pets shall be registered anew within thirty (30) days of a change in ownership.
- B. No additional fee shall be charged to a new owner for the registration of a dog or cat, which has been previously registered with Kane County during the course of the same calendar year.
- C. Change of ownership may be proven by a bill of sale, evidence of the previous registration and/or letter from the previous owner relinquishing ownership of the pet. (Ord. 04-83, 2-10-2004)

5-9: DOGS RUNNING AT LARGE; PUBLIC NUISANCE; IMPOUNDMENT:

Any dog not under the immediate control of its owner or the owner's agent found straying or running at large within the corporate limits of the county of Kane shall be deemed and considered to be a public nuisance. Any dog found running at large or straying in any incorporated or unincorporated area of Kane County contrary to provisions of this chapter may be apprehended and impounded. It shall be the duty of the Kane County animal control administrator to impound any dog not under immediate control of its owner, or the owner's agent, found straying or running at large within the corporate limits of the county of Kane, but outside the limits of any municipality. Upon a written report, owners of dogs found running at large shall be deemed to have violated the provisions of this section. For this purpose, the administrator shall utilize any existing or available animal control facility. (Ord. 12-398, 12-11-2012)

5-9A: INVISIBLE FENCING:

Persons who utilize "invisible fencing" to contain any animal must display prominently on their property immediately adjacent to the public right of way a sign which indicates that any animal located thereon is contained by way of "invisible fencing". Invisible fencing installed after March 31, 2000, must be set back from the public right of way a minimum of four feet (4'). (Ord. 04-83, 2-10-2004)

5-9-1: NUISANCE ANIMALS:

An animal shall be classed as a nuisance, and its owner held in violation of this chapter when such animal shall commit and repeat any of the following acts:

- A. Molesting persons or moving vehicles by chasing or otherwise encumbering them;
- B. Attacking other animals that are being maintained in a lawful and otherwise proper way on the premises of their owner(s) or that are in the ordinance prescribed control of their owners away from their home premises;

C. Damaging property other than that of the owner. (Ord. 04-83, 2-10-2004)

5-9-2: BITCH IN HEAT; UNLAWFUL TO LEAVE TIED OR UNATTENDED OUTDOORS:

It shall be unlawful for any person to stake out unattended, or leave unrestrained outside and unattended any female dog in season. (Ord. 04-83, 2-10-2004)

5-9-3: DOG BARKING OR OTHER ANIMALS EMITTING LOUD NOISES; PROVISIONS FOR ABATEMENT:

It shall be unlawful for any owner or other person to allow their dog or other animal to bark, howl, cry, whine, or otherwise emit loud noises day or night so as to disturb the peace or quiet of any person, place or neighborhood or family in any incorporated or unincorporated area of Kane County while said dog or other animal is not within the confines of the owner's residence or other enclosed building upon the owner's property. Any dog or other animal emitting such noises shall be deemed and considered to be a public nuisance. Any person who shall fail, neglect or refuse to abate such nuisance after notice thereof, shall, for each twenty four (24) hours thereafter during which said nuisance continues, be deemed to have committed a separate violation of this section and be subject to like penalty as that originally incurred.

Any county law enforcement officer or designated deputy enforcing officer, upon observing any violation of this section, shall issue a notice directed to the owner of the animal, which said notice shall describe the violation and shall establish a reasonable time limit for the abatement thereof by such owner, which time shall be not less than one day nor more than ten (10) days after service of such notice.

Immediately upon the termination of the time allowed in any such notice for the abatement of such nuisance, the law enforcement officer or deputy enforcing officer who served such notice or any other law enforcement officer who shall be assigned by the animal control administrator or sheriff shall investigate to determine whether or not such nuisance has been abated.

In the event the owner of the animal has failed within the prescribed time to abate such nuisance, the citizen of the county of Kane who filed the original affidavit may file a complaint with the circuit court, charging violation of this section and demanding that the owner be punished as herein provided.

The court may, at its discretion, use whatever means that are necessary to abate the nuisance including, but not limited to, ordering the humane destruction of said animal causing the nuisance. (Ord. 04-83, 2-10-2004)

5-9-4: NUISANCE FEEDING PROHIBITED:

The feeding of any cat, or other wildlife except birds, including hand feeding or the placing or setting out of food to be left attended or unattended, which creates or has the potential to create a hazard to public health or safety is hereby declared to be a public nuisance and to be unlawful. (Ord. 04-83, 2-10-2004)

5-10: NOTICE OF IMPOUNDMENT; SERVICE OF NOTICE; REDEMPTION OF IMPOUNDED DOG; CONDITIONS:

When dogs or cats or other animals are apprehended and impounded by the administrator, they must be scanned for the presence of a microchip. The department shall give notice of not less than seven (7) business days to the owner, if known, prior to disposal of the animal. Such notice shall be phoned to the owner or mailed or delivered to the last known address of the owner. An affidavit or testimony of the administrator, or his authorized agent, who phones, mails or delivers such notice shall be prima facie evidence of the receipt of such notice by the owner of such animal. In case the owner of any impounded animal desires to make redemption thereof, he or she may do so on the following conditions:

- A. Present proof of current rabies inoculation, and registration, if applicable, or
- B. Pay for the rabies inoculation of the dog or cat, and registration, if applicable, and
- C. Pay for dog to be microchipped. If not redeemed by owner, dog must be microchipped before adoption, and
- D. Pay the pound for the board of the dog or cat or other animal for the period it was impounded, and
- E. Pay into the animal control fund an additional impoundment fee as prescribed by the board as a penalty for the first offense and for each subsequent offense.

This shall be in addition to any other penalties invoked under this chapter. If the owner is not known because the animal has no means of identification readily and easily recognizable by the department, the impounded animal shall be held for five (5) business days. In any case where said animal is injured or sick, whether the owner is known or not, the licensed veterinarian examining said animal shall have the right to shorten the period of impoundment to whatever period he shall deem necessary in order to alleviate the animal's suffering or to prevent the spread of contagious disease. (Ord. 04-83, 2-10-2004; Ord. 04-251, 6-8-2004)

5-11: DOGS NOT REDEEMED; HUMANE DISPATCH; RELEASE WITHOUT SPAYING OR NEUTERING PROHIBITED; ADOPTION:

When not redeemed by the owner, a dog or cat or other animal which has been impounded for straying, failure to be inoculated and registered, or for any other reason, if applicable, in accordance with the provisions of this section shall be humanely dispatched, offered for adoption, or otherwise disposed of by the pound as a stray animal in accordance with laws that exist or may hereafter exist. An animal pound or animal shelter shall not release any dog or cat when not redeemed by the owner unless the animal has been surgically rendered incapable of reproduction by spaying or neutering and microchipped, or the person wishing to adopt an animal prior to the surgical procedure and microchipping having been performed shall have executed a written agreement promising to have such service performed within thirty (30) days. Failure to fulfill the terms of the agreement shall result in seizure and impoundment of the animal by the animal pound or shelter, and any monies which have been deposited shall be forfeited. This section shall not prevent humane societies from

engaging in activities set forth by their charters; provided, they are not inconsistent with provisions of this chapter and other existing laws. No animal shelter or pound shall release dogs or cats to an individual representing a rescue group unless the group has been licensed by the Illinois department of agriculture. (Ord. 04-83, 2-10-2004)

5-12: ANIMALS EXHIBITING SIGNS OF RABIES; NOTICE TO ADMINISTRATOR; CONFINEMENT OF ANIMAL; ANIMALS EXPOSED; CONFINEMENT:

The owner of any animal which exhibits clinical signs of rabies, whether or not such animal has been inoculated against rabies, shall immediately notify the administrator, and shall promptly confine such animal under the direct supervision of a licensed veterinarian for a period of at least ten (10) days. Any animal in direct contact with such animal, whether or not the exposed animal has been inoculated against rabies, shall be confined as ordered by the administrator. (Ord. 04-83, 2-10-2004)

5-13: REPORT OF BITE BY AN ANIMAL; CONFINEMENT; REPORT; NOTIFICATION BY ADMINISTRATOR; REPORT AT END OF CONFINEMENT; CONFINEMENT IN OWNER'S HOUSE; REDUCTION OF PERIOD; VIOLATIONS; EXPENSE:

When the administrator receives information that any person has been bitten by an animal, the administrator, or his authorized representative, shall have such animal confined under the observation of a licensed veterinarian for a period of ten (10) days. Such veterinarian shall report the clinical condition of the animal immediately, with confirmation in writing to the administrator within twenty four (24) hours after the animal is presented for examination, giving the owner's name, address, the date of confinement, the breed, description, age, and sex of such animal, on appropriate forms approved by the department. The administrator shall notify the attending physician or responsible health agency if the biting animal has not been presented for confinement. At the end of the confinement period, the veterinarian shall submit a written report to the administrator advising him of the final disposition of such animal on appropriate forms approved by the department. When evidence is presented that such animal was inoculated against rabies within the time prescribed by law, it may be confined in the house of its owner, or in a manner which will prohibit it from biting any person for a period of ten (10) days, if the administrator, or other licensed veterinarian, adjudges such confinement satisfactory. At the end of the confinement period, such animal shall be examined by a licensed veterinarian.

It is unlawful for any person having knowledge that any person has been bitten by an animal to refuse to notify the administrator promptly. It is unlawful for the owner of such animal to euthanize, sell, give away, or otherwise dispose of any such animal known to have bitten a person, until it is released by the administrator, or his authorized representative. It is unlawful for the owner of such animal to refuse or fail to comply with the written or printed instructions made by the administrator, or his authorized representative. If such instructions cannot be delivered in person, they shall be mailed to the owner of such animal by regular mail, postage prepaid. The affidavit or testimony of the administrator, or his authorized representative, delivering or mailing such instructions is prima facie evidence that the owner of such animal was notified of his or her responsibilities. Any expense incurred in the handling of an animal under this section and section 5-12 of this chapter shall be borne by the owner. For the purpose of this section, the word "immediately" means by telephone, in person, or by other than use of the mail.

When a person has been bitten by a police dog, the police dog may continue to perform its duties for the peace officer or law enforcement agency and any period of observation of the police dog may be under the supervision of a peace officer. However, the police dog must remain under the constant supervision of its police handler. (Ord. 04-83, 2-10-2004)

5-14: PREVENTION OF SPREAD OF RABIES; POWERS:

Whenever a case of rabies has occurred in a locality, or when the proper officials of a government unit are apprehensive of the spread of rabies, the department shall act to prevent its spread among dogs, cats, and other animals. The department may order:

A. That all dogs, cats, or other animals in the locality be:

1. Kept confined within an enclosure, or
2. Kept muzzled and restrained by leash.

B. That all owners or keepers of dogs, cats, or other animals take prophylactic measures as it deems necessary to prevent the spread of rabies.

C. Other measures as may be necessary to control the spread of rabies.

The department may determine the area of the locality in which, and the period of time during which, such orders shall be effective. (Ord. 04-83, 2-10-2004)

ARTICLE V. VICIOUS AND DANGEROUS ANIMALS

SECTION:

Division 1. Vicious Animals

5-15: Enclosure For Vicious Dog Or Other Animal; Leash For Dangerous Dog Or Other Animal; Exemptions; Injunction; Nuisance

Division 2. Prohibited Animals

5-16: Prohibited Animals; Exceptions

5-16-1: Definitions

5-16-2: Permits

DIVISION 1. VICIOUS ANIMALS

5-15: ENCLOSURE FOR VICIOUS DOG OR OTHER ANIMAL; LEASH FOR DANGEROUS DOG OR OTHER ANIMAL; EXEMPTIONS; INJUNCTION; NUISANCE:

In order for a dog or other animal to be deemed "vicious", the administrator, deputy administrator, animal control warden, or law enforcement officer must give notice of the infraction that is the basis of the investigation to the owner, conduct a thorough investigation, interview any witnesses, including the owner, gather any existing medical records, veterinary medical records or behavioral evidence, and make a detailed report recommending a finding that the dog or other animal is a vicious animal and give the report to the state's attorney's office and the owner. The administrator, state's attorney, or any other citizen of Kane County may file a complaint in the circuit court in the name of the people of the state of Illinois to deem a dog or other animal to be a vicious animal. Testimony of a certified animal behaviorist may be relevant to the court's determination of whether the dog's or other animal's behavior was justified. The petitioner must prove the animal is a vicious animal by clear and convincing evidence. The administrator shall determine where the animal shall be confined during the pendency of the case.

A dog or other animal shall not be declared vicious if the court determines the conduct of the dog or other animal was justified because:

- A. The threat, injury, or death was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog or other animal, or upon the property of the owner or custodian of the dog or other animal;
- B. The injured, threatened, or killed person was tormenting, abusing, assaulting, or physically threatened the dog or other animal or its offspring; or
- C. The dog or other animal was responding to pain or injury, or was protecting itself, its owner, custodian, or member of its household, kennel, or offspring.

No dog shall be deemed vicious if it is a professionally trained dog for law enforcement or guard duties. Vicious dogs shall not be classified in a manner that is specific as to breed.

If the burden of proof has been met, the court shall deem the dog or other animal to be a vicious animal.

If a dog or other animal is found to be a vicious animal, the animal shall be spayed or neutered within ten (10) days of the finding at the expense of the owner and microchipped, if not already, and is subject to enclosure. A dog or other animal found to be a vicious animal shall not be released to the owner until the administrator or an animal control warden approves the enclosure. No owner or keeper of a vicious animal shall sell or give away the vicious animal without court approval. Whenever an owner of a vicious animal relocates, he or she shall notify the administrator. The only times that a vicious animal is allowed out of the enclosure are: a) if it is necessary for the owner or keeper to obtain veterinary care for the dog, b) in case of an emergency or natural disaster where the animal's life is threatened, or c) to comply with the order of the court, provided the animal is securely muzzled and restrained with a leash not exceeding six feet (6') in length, and shall be under the direct control and supervision of the owner or keeper of the animal or muzzled in its owner's residence.

Any dog or other animal that has been found to be a vicious animal and is not confined to an enclosure shall be impounded by the administrator, an animal control warden, or the law enforcement authority having jurisdiction in that area.

If the owner of the vicious animal has not appealed the impoundment order to the circuit court within fifteen (15) working days, the animal may be euthanized.

Upon filing a notice of appeal, the order of euthanasia shall be automatically stayed pending the outcome of the appeal. The owner shall bear all costs associated with the impoundment and the burden of timely notification to the administrator in writing.

Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard, or police owned dogs are exempt from this section; provided, an attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exemption under this section, each such dog shall be currently inoculated against rabies and registered with the department for its specific duties. It shall be the duty of the owner of such exempted dog to notify the administrator of changes of address. In the case of a sentry or guard dog, the owner shall keep the administrator advised of the location where such dog will be stationed. The administrator shall provide police and fire departments with a categorized list of such exempted dogs, and shall promptly notify such departments of any address changes reported to him.

In order for a dog or other animal to be deemed "dangerous", the administrator, deputy administrator, animal control warden, or other law enforcement officer must perform a thorough investigation which must include sending, within three (3) days of the administrator becoming aware of the alleged infraction, notification to the owner of the animal alleged to have committed the infraction, the fact of the initiation of an investigation, and affording the owner an opportunity to meet with the administrator or his appointee prior to the making of a determination. The administrator or his appointee shall gather any medical or veterinary evidence; interview witnesses; and make a detailed written report with his findings. No dog or other animal shall be deemed a "dangerous animal" without clear and convincing evidence. The owner of the dangerous animal

shall be sent immediate notification of the determination by registered or certified mail that shall include a complete description of the appeal process. Testimony of a certified animal behaviorist may be relevant to the administrator's determination of whether the dog's or other animal's behavior was justified pursuant to the provisions of this section.

No dog or other animal shall be declared dangerous if the administrator or his appointee determines the conduct of the dog or other animal was justified because:

- A. The threat, injury, or death was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog or other animal, or upon the property of the owner or custodian of the dog or other animal;
- B. The injured, threatened, or killed person was tormenting, abusing, assaulting, or physically threatened the dog or other animal or its offspring; or
- C. The dog or other animal was responding to pain or injury, or was protecting itself, its owner, custodian, or member of its household, kennel, or offspring.
- D. The injured, threatened or killed companion animal was attacking or threatening to attack the dog or other animal or its offspring.

If a dog or other animal is found to be a dangerous animal, the animal shall be spayed or neutered within ten (10) days of the finding at the expense of the owner and microchipped, if not already, and one or more of the following as deemed appropriate by the administrator or his appointee:

- A. Evaluation of the dog or other animal by a board certified veterinary behaviorist or other recognized expert in the field and completion of training or other treatment as deemed appropriate by the expert. The owner of the dog or other animal shall be responsible for all costs associated with the evaluation and training ordered under this section.
- B. Direct supervision and leash control by an adult eighteen (18) years of age or older when the animal is on public or private property other than the property of the owner.
- C. The dog or other animal shall be muzzled when the animal is on public or private property other than the property of the owner in a manner that will prevent it from biting any person or other animal.

Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard, or police owned dogs are exempt from this section; provided, an attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exemption under this section, each such dog shall be currently inoculated against rabies and registered with the department for its specific duties. It shall be the duty of the owner of such exempted dog to notify the administrator of changes of address. In the case of a sentry or guard dog, the owner shall keep the administrator advised of the location where such dog will be stationed. The administrator shall provide police and fire departments with a categorized list of such exempted dogs, and shall promptly notify such departments of any address changes reported to him.

It is unlawful for any person to knowingly or recklessly permit any dangerous dog or other animal to leave the premises of its owner when not under the control by a leash or other recognized control methods.

The owner of a dog or other animal found to be a dangerous animal pursuant to this section by the administrator or his appointee may file a complaint against the administrator or his appointee in the circuit court within thirty (30) days of receipt of the notification of the determination, for a de novo hearing on the determination. The proceeding shall be conducted as a civil hearing pursuant to the Illinois rules of evidence and the code of civil procedure, including the discovery provisions. After hearing both parties' evidence, the court may make a determination of a dangerous animal if the administrator meets his burden of proof of clear and convincing evidence. Until the order has been reviewed and at all times during the appeal process, the owner shall comply with the requirements set forth by the administrator or his appointee. (Ord. 04-83, 2-10-2004)

DIVISION 2. PROHIBITED ANIMALS

5-16: PROHIBITED ANIMALS; EXCEPTIONS:

Possession of a lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, lynx, bobcat, jaguarundi, any hybrid thereof, or any other similar feline animal, bear, hyena, wolf, coyote, wolf-dog or coyote-dog hybrid, fox or any member of the vulpes family, any member of the crocodilian family, poisonous reptile, or any other life threatening reptile shall be prohibited to be kept except at a properly maintained zoological park, circus, scientific or educational institution, research laboratory ¹ or veterinary hospital in an escape proof enclosure. (Ord. 04-83, 2-10-2004)

Notes

¹ 1. See article XII of this chapter for animal research experimentation regulations.

5-16-1: DEFINITIONS:

For the purpose of this division, unless the context otherwise requires, the following terms shall have the meanings assigned to them in this section. The singular form shall also signify the plural and the masculine form shall also signify the feminine.

EXHIBITOR: Any person (public or private) exhibiting any animals, which were purchased in commerce or the intended

distribution of which affects the public, regardless of compensation. This term includes carnivals, circuses, animal acts, zoos, and educational exhibits, exhibiting such animals whether operated for profit or not. This term excludes retail pet stores, horse and dog races, organizations sponsoring and all persons participating in state and county fairs, livestock shows, rodeos, field trials, coursing events, purebred dog and cat shows and any other fairs or exhibitions intended to advance agricultural arts and sciences as may be determined by the Kane County animal control director.

ZOO OR ZOOLOGICAL PARK: Any park, building, cage, enclosure, or other structure or premises in which a live animal or animals are kept for public exhibition or viewing, regardless of compensation. (Ord. 04-83, 2-10-2004)

5-16-2: PERMITS:

A. All such persons or institutions shall possess state of Illinois, United States department of agriculture and Kane County permits enabling them to keep such animals and must be inspected and approved by the Kane County animal control director prior to bringing such animals into Kane County, whether on a permanent or temporary basis.

B. Any person seeking a permit from Kane County must at a minimum demonstrate to the satisfaction of the animal control administrator the following:

1. The enclosure in which the animal is confined is both escape proof and adequate to prohibit members of the public from coming into contact with the animal.

2. There are adequate plans to recapture or euthanize any animal which does escape and file a copy of said plan with the animal control administrator.

3. The person has the education, training, skills and knowledge to provide adequate care for the animal as well as the safety of the public.

4. Provide a certification from a veterinarian that the animal is not diseased and otherwise in good health and have an attending veterinarian available to provide care for the animals.

5. Provide proof of the public liability insurance in the minimum amount of one million dollars (\$1,000,000.00).

C. A person applying for a permit shall pay a permit fee of one hundred dollars (\$100.00) and if reinspection of facilities or plans are required then an additional fee of fifty dollars (\$50.00) per reinspection or review of the plans. Said fee may be waived if the animals will be within Kane County on a temporary basis (less than 15 days). The permit shall be granted or denied within fourteen (14) days of receipt by the Kane County animal control administrator of a completed application and all information or documentation required by this division. The granting or denial of a permit may be appealed by any interested person to the chairman of the Kane County board within seven (7) days of receipt by the applicant of actual notice of the granting or denial of said application. Appeal shall be to the chairman of the Kane County board, his designee or anyone sitting in his stead. (Ord. 04-83, 2-10-2004)

ARTICLE VI. OWNER LIABILITY

SECTION:

5-17: Liability Of Owner Of Dog Or Other Animal Attacking Or Injuring Person

5-18: Reserved

5-17: LIABILITY OF OWNER OF DOG OR OTHER ANIMAL ATTACKING OR INJURING PERSON:

If a dog or other animal, without provocation, attacks or injures any person who is peaceably conducting himself in any place where he may lawfully be, the owner of such dog or other animal is liable in damages to such person for the full amount of the injury sustained. (Ord. 04-83, 2-10-2004)

5-18: RESERVED:

ARTICLE VII. DOG KILLING OTHER ANIMALS; ANIMAL OWNER RIGHTS; DOG OWNER LIABILITY

SECTION:

5-19: Killing Of Dog Seen To Injure, Wound Or Kill Domestic Animals

5-20: Liability Of Dog Owner; Damages Caused To Sheep, Goats, Cattle, Horses, Mules, Poultry, Or Swine

5-21: Reimbursement Of Owner Of Domestic Animals Killed Or Injured By Dog; Procedure

5-22: Payment To Owner Of Domestic Animals No Bar To Action For Damages; Repayment To Animal Control Fund

5-19: KILLING OF DOG SEEN TO INJURE, WOUND OR KILL DOMESTIC ANIMALS:

Any owner seeing his sheep, goats, cattle, horses, mules, swine, ratites, or poultry being injured, wounded, or killed by a dog or other animal, not accompanied by or not under the supervision of its owner, may pursue and kill such dog or other animal. (Ord. 04-83, 2-10-2004)

5-20: LIABILITY OF DOG OWNER; DAMAGES CAUSED TO SHEEP, GOATS, CATTLE, HORSES, MULES, POULTRY, OR SWINE:

The owner or keeper of a dog is liable to a person for all damages caused by the dog pursuing, chasing, worrying, wounding, injuring, or killing any sheep, goats, cattle, horses, mules, poultry, ratites, or swine belonging to that person. (Ord. 04-83, 2-10-2004)

5-21: REIMBURSEMENT OF OWNER OF DOMESTIC ANIMALS KILLED OR INJURED BY DOG; PROCEDURE:

Any owner having sheep, goats, cattle, horses, mules, swine, or poultry killed or injured by a dog shall, according to the provisions of this section, and upon filing claim and making proper proof, be entitled to receive reimbursement for such losses from the animal control fund; provided, he or she is a resident of this county and such injury or killing is reported to the administrator within twenty four (24) hours after such injury or killing occurs, and he or she shall have appeared before the administrator or his authorized representative and makes an affidavit stating the number of such animals or poultry killed or injured, the amount of damages and the owner of the dog causing such killing or injury, if known. Members of the department are authorized to administer oaths in such cases. The damages referred to in this section shall be substantiated by the administrator through prompt investigation and by not less than two (2) witnesses. The administrator shall determine whether the provisions of this section have been met and shall keep a record in each case of the names of the owners of the animals or poultry, the amount of damages proven, and the number of animals or poultry killed or injured.

The administrator shall file a written report with the county treasurer as to the right of an owner of sheep, goats, cattle, horses, mules, swine, or poultry to be paid out of the animal control fund, and the amount of such damages claimed.

The county treasurer shall, on the first Monday in March of each calendar year, pay to the owner of the animals or poultry the amount of damages to which he is entitled. Unless the county board, by ordinance, establishes a schedule for damages reflecting the reasonable market value, the damages allowed for grade animals or poultry shall not exceed the following amounts:

Type Of Animal Killed Or Injured	Amount Per Head
Type Of Animal Killed Or Injured	Amount Per Head
Cattle	\$300.00
Goats	30.00
Horses or mules	200.00
Poultry, other than turkeys	1.00
Sheep	30.00
Swine	50.00
Turkeys	5.00

The maximum amounts hereinabove set forth may be increased fifty percent (50%) for animals for which the owner can present a certificate of registry of the appropriate breed association or organization. However, if there is not sufficient money in the portion of the fund set aside as stated in section 5-7 of this chapter to pay all claims for damages in full, then the county treasurer shall pay to such owner of animals or poultry his pro rata share of the money available.

If there are funds in excess of amounts paid for such claims for damage in that portion of the animal control fund set aside for this purpose, this excess shall be used for other costs of the program as set forth in this chapter. (Ord. 04-83, 2-10-2004)

5-22: PAYMENT TO OWNER OF DOMESTIC ANIMALS NO BAR TO ACTION FOR DAMAGES; REPAYMENT TO ANIMAL CONTROL FUND:

The payment to any owner of sheep, goats, cattle, horses, mules, swine, or poultry of monies out of the animal control fund for damages resulting from loss or injury to any such animals, shall not be a bar to an action by such owner against the owner of the dog committing such injury or causing such loss for the recovery of damages therefor. The court or jury, before which such action is tried, shall ascertain from evidence what portion, if any, of the damages sought to be recovered in such action has been paid to the plaintiff in such action by the county treasurer, and in case the plaintiff in such action recovers damages, the court shall enter judgment against the defendant, in the name of the plaintiff for the use of the county, for the amount which the plaintiff has received on account of such damages from the county treasurer, if such recovery shall equal or exceed the amount so received by such plaintiff from the county treasurer; and the residue of such recovery, if any there be, shall be entered in the name of the plaintiff in such action to his own use. If the amount of the recovery in such action shall not equal the amount previously paid the plaintiff on account of such damages by the county treasurer, then the judgment shall be entered as heretofore stated for the use of the animal control fund, for the full amount of such recovery. The judgment shall show on its face what portion of the judgment is to be paid to the animal control fund, and what portion is to be paid to the plaintiff in such action, and the judgment when collected shall be paid over to the parties entitled thereto in their proper proportions. (Ord. 04-83, 2-10-2004)



ARTICLE VIII. ANIMAL CARE

SECTION:

5-23: Owner's Duties

5-24: Cruel Treatment

5-25: Aggravated Cruelty

5-26: Prohibited Acts

5-27: Animals For Use In Entertainment; Prohibited Acts

5-28: Arrests; Possession Of Dogs, Paraphernalia, Implements, Etc.; Veterinarian's Report

5-29: Teasing, Striking Or Tampering With Police Dogs Prohibited

5-30: Injuring Or Killing Police Dogs Prohibited

5-31: Equidae; Acts Prohibited And Stable Care

5-32: Poisoning Dogs Or Other Domestic Animals Prohibited; Exception

5-33: Transportation Of Animals

5-34: Confinement In Motor Vehicle And Animal Transport

5-35: Downed And Injured Animals

5-36: Injury Or Killing Of Protected Animals

5-37: Animal Excrement; Owner's Obligation For Disposal

5-38: Diseased Animals Prohibited

5-39: Dead Animals

5-40: Trapping Of Animals; Regulations

5-23: OWNER'S DUTIES:

Each owner shall provide for each of his animals:

- A. Sufficient quantity of good quality, wholesome food and water;
- B. Adequate shelter and protection from the weather;
- C. Veterinary care when needed to prevent suffering; and
- D. Humane care and treatment. (Ord. 04-83, 2-10-2004)

5-24: CRUEL TREATMENT:

No person or owner may beat, cruelly treat, torment, starve, overwork or otherwise abuse any animal.

No owner may abandon any animal where it may become a public charge or may suffer injury, hunger or exposure. (Ord. 04-83, 2-10-2004)

5-25: AGGRAVATED CRUELTY:

No person may intentionally commit an act that causes a companion animal to suffer serious injury or death. Aggravated cruelty does not include euthanasia of a companion animal through recognized methods approved by the department of agriculture. (Ord. 04-83, 2-10-2004)

5-26: PROHIBITED ACTS:

No person may sell, offer for sale, barter, or give away as a pet or a novelty any rabbit or any baby chick, duckling or other fowl which has been dyed, colored, or otherwise treated to impart an artificial color thereto. Baby chicks, ducklings or reptiles shall not be sold, offered for sale, bartered, or given away as pets or novelties. Rabbits, ducklings, baby chicks or reptiles shall not be awarded as prizes in any game of chance. No person shall give away or use any live animal as a prize for or as an inducement to enter any contest, game, or other competition or as an inducement to enter a place of amusement or offer such animal as an incentive to enter a business agreement whereby the offer was for the purpose of attracting trade. No person shall be permitted to keep animals in violation of the "Illinois humane care for animals act" or the "Illinois animal welfare act". (Ord. 04-83, 2-10-2004)

5-27: ANIMALS FOR USE IN ENTERTAINMENT; PROHIBITED ACTS:

A. No person may own, capture, breed, train, or lease any animal which he or she knows or should know is intended for use in any show, exhibition, program, or other activity featuring or otherwise involving a fight between such animal and any other animal or human, or the intentional killing of any animal for the purpose of sport, wagering, or entertainment.

B. No person shall promote, conduct, carry on, advertise, collect money for or in any other manner assist or aid in the presentation for purposes of sport, wagering, or entertainment, any show, exhibition, program, or other activity involving a fight between two (2) or more animals or any animal and human, or the intentional killing of any animal.

C. No person shall sell or offer for sale, ship, transport, or otherwise move, or deliver or receive any animal which he or she knows or should know has been captured, bred, or trained, or will be used, to fight another animal or human or be intentionally killed, for the purpose of sport, wagering, or entertainment.

D. No person shall manufacture for sale, shipment, transportation or delivery any device or equipment which that person knows or should know is intended for use in any show, exhibition, program, or other activity featuring or otherwise involving a fight between two (2) or more animals, or any human and animal, or the intentional killing of any animal for purposes of sport, wagering or entertainment.

E. No person shall own, possess, sell or offer for sale, ship, transport, or otherwise move any equipment or device which such person knows or should know is intended for use in connection with any show, exhibition, program, or activity featuring or otherwise involving a fight between two (2) or more animals, or any animal and human, or the intentional killing of any animal for purposes of sport, wagering or entertainment.

F. No person shall make available any site, structure, or facility, whether enclosed or not, which he or she knows or should know is intended to be used for the purpose of conducting any show, exhibition, program, or other activity involving a fight between two (2) or more animals, or any animal and human, or the intentional killing of any animal.

G. No person shall attend or otherwise patronize any show, exhibition, program, or other activity featuring or otherwise involving a fight between two (2) or more animals, or any animal and human, or the intentional killing of any animal for the purposes of sport, wagering or entertainment.

H. No person shall tie or attach or fasten any live animal to any machine or device propelled by any power for the purpose of causing such animal to be pursued by a dog or dogs. This subsection shall apply only when such dog is intended to be used in a dog fight.

I. No person shall hold a greased pig contest. (Ord. 04-83, 2-10-2004)

5-28: ARRESTS; POSSESSION OF DOGS, PARAPHERNALIA, IMPLEMENTS, ETC.; VETERINARIAN'S REPORT:

A. Any law enforcement officer making an arrest for an offense involving one or more dogs under section 5-27 of this chapter shall lawfully take possession of all dogs and all paraphernalia, implements, or other property or things used or employed, or about to be employed in the violation of any of the provisions of section 5-27 of this chapter. Such officer, after taking possession of such dogs, paraphernalia, implements or other property or things, shall file with the court before whom the complaint is made against any person so arrested an affidavit stating therein the name of the person charged in such complaint, a description of the property so taken and the time and place of the taking thereof together with the name of the person from whom the same was taken and name of the person who claims to own such property, if known, and that the affiant has reason to believe and does believe, stating the ground of such belief, that the property so taken was used or employed, or was about to be used or employed, in such violation of section 5-27 of this chapter. He shall thereupon deliver the property so taken to the court, which shall, by order, place the same in custody of an officer or other proper person named and designated in such order, to be kept by him until the conviction or final discharge of such person complained against, and shall send a copy of such order without delay to the state's attorney of Kane County and the department. The officer or person so named and designated in such order shall immediately thereupon assume the custody of such property and shall retain the same, subject to the order of the court before which such person so complained against may be required to appear for trial. Upon the conviction of the person so charged, all property so seized shall be adjudged by the court to be forfeited and shall thereupon be destroyed or otherwise disposed of as the court may order. In the event of the acquittal or final discharge without conviction of the person so charged such court shall, on demand, direct the delivery of such property so held in custody to the owner thereof.

B. Any veterinarian in this county who is presented with an animal for treatment of injuries or wounds resulting from fighting where there is a reasonable possibility that the animal was engaged in or utilized for a fighting event shall file a report with the department and cooperate by furnishing the owners' names, dates and descriptions of the animal or animals involved. Any veterinarian who in good faith makes a report, as required by this subsection, shall have immunity from any liability, civil, criminal or that otherwise might result by reason of such actions. For the purposes of any proceedings, civil or criminal, the good faith of any such veterinarian shall be presumed. (Ord. 04-83, 2-10-2004)

5-29: TEASING, STRIKING OR TAMPERING WITH POLICE DOGS PROHIBITED:

It shall be unlawful for any person to wilfully and maliciously taunt, torment, tease, beat, strike, or administer or subject any desensitizing drugs, chemicals or substance to any dog used by a law enforcement officer in the performance of his functions or duties, or when placed in a kennel off duty; or to interfere or meddle with any such dog used by a law enforcement department or agency or any handler thereof in the performance of the functions or duties of said department or agency. (Ord. 04-83, 2-10-2004)

5-30: INJURING OR KILLING POLICE DOGS PROHIBITED:

It shall be unlawful for any person to wilfully or maliciously torture, mutilate, injure, disable, poison or kill any dog used by a law enforcement department or agency in the performance of the functions or duties of such department or when placed in a kennel off duty. However, a police officer or veterinarian may perform euthanasia in emergency situations when delay would cause the dog undue suffering and pain. (Ord. 04-83, 2-10-2004)

5-31: EQUIDAE; ACTS PROHIBITED AND STABLE CARE:

A. No person shall sell, offer to sell, lead, ride, transport, or drive on any public way any equidae which, because of debility, disease, lameness or any other cause, could not be worked in this county without violating this chapter, unless the equidae is being sold, transported, or housed with the intent that it will be moved in an expeditious and humane manner to

an approved slaughtering establishment. Such equidae may be conveyed to a proper place for medical or surgical treatment, for humane keeping or euthanasia, or for slaughter in an approved slaughtering establishment.

B. Every person in possession or control of any stable or place open for public use where animals are kept, shall maintain the stable or place at all times in a clean, sanitary condition and conform to Illinois and Kane County fire prevention regulations. (Ord. 04-83, 2-10-2004)

5-32: POISONING DOGS OR OTHER DOMESTIC ANIMALS PROHIBITED; EXCEPTION:

No person may knowingly poison or cause to be poisoned any dog or other domestic animal. The only exception will be by written permit from the department for the purpose of controlling diseases transmissible to humans or other animals and only when all other methods and means have been exhausted. Such a written permit shall name the person or persons conducting the poisoning, specify the products to be used, give the boundaries of the area involved, and specify the precautionary measures to be employed to ensure the safety of humans and other animals. Any drug used for euthanasia shall be by or under the direction of a licensed veterinarian. (Ord. 04-83, 2-10-2004)

5-33: TRANSPORTATION OF ANIMALS:

No owner, railroad or other common carrier may, when transporting any animal, allow that animal to be confined in any type of conveyance more than twenty four (24) consecutive hours without being exercised as necessary for that particular type of animal and without being properly rested, fed and watered; except that a reasonable extension of this time limit shall be granted when a storm or accident causes a delay. In the case of default of the owner or consignee, the company transporting the animal shall exercise the animal, when necessary for the particular type of animal and for the proper resting, feeding, watering and sheltering of such animal, and shall have a lien upon the animal until all expenses resulting therefrom have been paid. (Ord. 04-83, 2-10-2004)

5-34: CONFINEMENT IN MOTOR VEHICLE AND ANIMAL TRANSPORT:

A. No owner or person shall confine any animal in a motor vehicle or enclosed trailer in such a manner that places it in a life or health threatening situation by exposure to a prolonged period of extreme heat (greater than 86 degrees Fahrenheit) or cold (less than 20 degrees Fahrenheit), without proper ventilation or other protection from such heat or cold. In order to protect the health and safety of an animal, an animal control officer, law enforcement officer, or department investigator who has probable cause to believe that this section is being violated shall have authority to enter such motor vehicle or trailer by any reasonable means under the circumstances after making a reasonable effort to locate the owner or person.

B. No person driving a motor vehicle shall transport any animal in the back of the vehicle in a space intended for any load on the vehicle unless the space is enclosed or has side and tail racks to a height of at least forty eight inches (48") extending vertically from the floor, the vehicle has installed means of preventing the animal from being discharged, or the animal is cross tethered to the vehicle, or is protected by a secured container or cage in a manner which will prevent the animal from being thrown, falling or jumping from the vehicle. (Ord. 04-83, 2-10-2004)

5-35: DOWNED AND INJURED ANIMALS:

A. For the purpose of this section a "downed animal" is one incapable of walking without assistance.

B. No downed animal shall be sent to a stockyard, auction, or other facility where its impaired mobility may result in suffering. An injured animal may be sent directly to a slaughter facility.

C. A downed animal sent to a stockyard, auction, or other facility in violation of this section shall be humanely euthanized, the disposition of such animal shall be the responsibility of the owner, and the owner shall be liable for any expense incurred. If an animal becomes downed in transit it shall be the responsibility of the carrier.

D. A downed animal shall not be transported unless individually segregated.

E. In unincorporated areas of Kane County, any animal which is on any public way or public place and which appears to be injured or severely diseased and for which care is not being provided on the scene by the owner or any injured or severely diseased animal that has strayed unto private property outside of a structure shall be removed, if possible, by the Kane County animal control and be transported to the nearest veterinarian or veterinary clinic willing to accept such animal. If immediate removal shall not appear practical or possible or if the removed animal is in critical condition, such animal shall be deprived of life by the most humane method available on the scene unless the owner shall come forward beforehand and assume responsibility for immediate removal and care.

F. Any person who, as the operator of a motor vehicle, strikes an animal shall stop at once and render such assistance as may be possible, or shall immediately report such injury to the animal owner, if known, or to the appropriate law enforcement agency. (Ord. 04-83, 2-10-2004)

5-36: INJURY OR KILLING OF PROTECTED ANIMALS:

No person shall injure or kill, or attempt to injure or kill or disturb the nest of any bird or other animal that is protected by federal or state law. (Ord. 04-83, 2-10-2004)

5-37: ANIMAL EXCREMENT; OWNER'S OBLIGATION FOR DISPOSAL:

No person shall allow cat or dog feces to accumulate in any yard, pen, or premises in or upon which a cat or dog shall be confined or kept so that it becomes offensive to those residing in the vicinity or a health hazard to the residing cat or dog. No person shall fail to remove feces deposited by his cat or dog, except guide dogs, upon the public ways or within the public places of the county or upon the premises of any person other than the owner without the person's consent. (Ord. 04-83, 2-10-2004)

5-38: DISEASED ANIMALS PROHIBITED:

No person shall own any animal which is known to be infected with any disease transmissible to other animals or man, including severe parasitism, unless such animal shall be confined in such a manner as not to expose other animals or man. (Ord. 04-83, 2-10-2004)

5-39: DEAD ANIMALS:

Any person having a dead animal within his or her possession or control or upon any premises owned or occupied by such person without the proper permit shall dispose of the dead animal in compliance with the Illinois dead animal disposal act. (Ord. 04-83, 2-10-2004)

5-40: TRAPPING OF ANIMALS; REGULATIONS:

It shall be unlawful for any person to place, set, use, or maintain a leghold or body gripping trap or one of similar construction to capture a dog, cat, any livestock or other domestic animal.

It shall be unlawful to set these above named types of traps in any of the following areas:

- A. Within one hundred fifty feet (150') of any dedicated right of way.
- B. Within one thousand feet (1,000') of a school, public park, library, museum or public swimming pool.
- C. Within one thousand feet (1,000') of a residential dwelling unless the trap(s) are set in an area meeting the following conditions:
 1. The area is enclosed by a fence or other barrier in a sturdy condition and at least three feet (3') in height.
 2. The area is posted with warning signs on the fence or barrier stating: "Warning - Traps In Use" in lettering at least one inch (1") high. Such signs shall be visible at a distance of fifty feet (50') and shall be maintained in readable condition.
 3. Any trap(s) set shall be marked with a red, yellow or orange warning flag or marker which extends at least one foot (1') above surrounding vegetation, water or other surrounding ground debris.

All incidents of a human, a dog, cat, any livestock or other domestic animal being trapped, or injured by one of the aforementioned traps shall be reported to the Kane County animal control department. All such animals shall be released and returned to their owners, if known, or brought to the Kane County animal control department.

The placing, setting, using or maintaining of leghold or body gripping traps contrary to the above provisions shall only be permitted in writing by the administrator after he has made the determination that the use of such traps is necessary to the health and safety of the county's inhabitants and/or domestic animals or to prevent the spread of rabies. Such written approval shall designate the location where the trap(s) may be set, the time period during which the trap(s) will be at the location and the type(s) of trap(s) to be used. In no case shall the trap(s) remain in one location for more than seven (7) days without the further approval from the administrator. The trap(s) shall not be left unattended for periods of time of longer than twenty four (24) hours. Each such trap shall have a tag attached to it stating the name, address and phone number of the owner of the trap.

Nothing in this section shall prohibit the use of traps designed to kill pests or vermin such as mice, rats, gophers or moles when used for their intended purpose. (Ord. 04-83, 2-10-2004)

ARTICLE IX. ADMINISTRATIVE RULES

SECTION:

5-41: Administration Of Chapter; Rules And Regulations

5-42: Qualifications For Approved Humane Investigators; Listing Of Investigators

5-43: Entry Upon Premises For Investigation Of Complaints; Exemption; Assistance Of State's Attorneys And Law Enforcement Officials

5-44: Notification To Violator; Impoundment Upon Refusal Or Failure To Take Corrective Action

5-45: Impounding Animals; Notice Of Impoundment; Lien For Expense; Sale Or Disposition Of Animal

5-46: Normal Husbandry Practices; Construction With Other Acts

5-41: ADMINISTRATION OF CHAPTER; RULES AND REGULATIONS:

The department shall administer this chapter and shall promulgate such rules and regulations as are necessary to effectuate the purposes of this chapter. Such rules and regulations are subject to the approval of the Kane County board.

The administrator may, in formulating rules and regulations pursuant to this chapter, seek the advice and recommendations of humane societies in this state. (Ord. 04-83, 2-10-2004)

5-42: QUALIFICATIONS FOR APPROVED HUMANE INVESTIGATORS; LISTING OF INVESTIGATORS:

A. Humane Investigators; Qualifications: The department shall, by rule or regulation, establish reasonable qualifications for approved humane investigators and shall maintain a current listing of all approved humane investigators which shall be available for public inspection. These qualifications shall include, but need not be limited to, a knowledge of the provisions of this chapter and its rules and regulations and expertise in the investigation of complaints relating to the care and treatment

of animals. Persons designated as humane investigators shall cooperate, when requested, in completing routine investigations and filing reports of violations of this chapter received by the department.

Employees of the department may be assigned as department investigators. (Ord. 04-83, 2-10-2004)

5-43: ENTRY UPON PREMISES FOR INVESTIGATION OF COMPLAINTS; EXEMPTION; ASSISTANCE OF STATE'S ATTORNEYS AND LAW ENFORCEMENT OFFICIALS:

Upon receiving a complaint of a suspected violation of this chapter, a department investigator, any law enforcement official, or an approved humane investigator may, for the purpose of investigating the allegations of the complaint, enter during normal business hours upon any premises where the animal or animals described in the complaint are housed or kept, provided such entry shall not be made into any building which is a person's residence, except by search warrant or court order. Institutions operating under federal license to conduct laboratory experimentation utilizing animals for research or medical purposes are, however, exempt from the provisions of this section. The Kane County state's attorneys and law enforcement officials shall provide such assistance as may be required in the conduct of such investigations. Any such investigation requiring legal procedures shall be immediately reported to the department of agriculture. No employee or representative of the department shall enter a livestock management facility unless sanitized footwear is used, or unless the owner or operator of the facility waives this requirement. The employee or representative must also use any other reasonable disease prevention procedures or equipment provided by the owner or operator of the facility. The animal control administrator and animal control wardens appointed under this chapter shall be authorized to make investigations complying with this section for alleged violations of sections 5-24 and 5-25 of this chapter pertaining to small companion animals. If impoundments are made by wardens, public pounds operated by or contracted by Kane County shall be utilized. The animals impounded shall remain under the jurisdiction of the animal control administrator and be held in an animal pound licensed under the animal welfare act, state of Illinois. All litigation, appeal, and disposition of the animals so held will remain with Kane County. (Ord. 04-83, 2-10-2004)

5-44: NOTIFICATION TO VIOLATOR; IMPOUNDMENT UPON REFUSAL OR FAILURE TO TAKE CORRECTIVE ACTION:

A. If an investigation discloses that a violation of this chapter has been committed, the approved humane investigator shall furnish the violator, if known, with a notice of violation, and state what action is necessary to come into compliance with this chapter and that a maximum of forty eight (48) hours may be granted in which to take corrective action.

B. If the violator fails or refuses to take corrective action necessary for compliance or if the violator is still unknown after an attempt to identify ownership, the humane investigator shall contact the Illinois department of agriculture and request authorization to impound the animal or animals. The Illinois department of agriculture may authorize impoundment if a review of facts gathered by the humane investigator indicates a violation of section 5-24 or 5-25 of this chapter has occurred and the violator, if known, has failed or refused to take corrective action necessary for compliance.

This section shall not apply to violations committed under section 5-27 of this chapter. (Ord. 04-83, 2-10-2004)

5-45: IMPOUNDING ANIMALS; NOTICE OF IMPOUNDMENT; LIEN FOR EXPENSE; SALE OR DISPOSITION OF ANIMAL:

A. When an approved humane investigator, a department investigator or a veterinarian finds that a violation of this chapter has rendered an animal in such a condition that no remedy or corrective action by the owner is possible or the violator fails or refuses to take corrective action necessary for compliance with this chapter, the department may impound the animal. The animal shall be impounded in a facility which will provide the elements of good care as set forth in section 5-23 of this chapter, where such animals shall be examined by a licensed veterinarian.

B. A notice of impoundment shall be given by the investigator to the violator, if known, in person or sent by certified or registered mail. A copy of the notice shall be retained by the investigator and a copy forwarded immediately to the Illinois department of agriculture. The notice of impoundment shall include the following:

1. A number assigned by the Illinois department of agriculture which will also be given to the impounding facility accepting the responsibility of the animal or animals.

2. Listing of deficiencies noted.

3. An accurate description of the animal or animals involved.

4. Date on which the animal or animals were impounded.

5. Signature of the investigator.

6. A statement that: "The violator may request a hearing to appeal the impoundment. A person desiring a hearing shall contact the Illinois Department of Agriculture within 7 days from the date of impoundment" and the department of agriculture will hold an administrative hearing within seven (7) days after receiving a request to appeal the impoundment. If the hearing cannot be held prior to the expiration of the seven (7) day impoundment period, the department of agriculture shall notify the impounding facility that it cannot sell, offer for adoption or dispose of the animal or animals until a final decision is rendered and all of the appeal processes have expired.

If a hearing is requested by any owner of impounded animals, the hearing officer shall have the authority after hearing the testimony of all affected parties, to render a decision as to the disposition of the impounded animals. This decision by the hearing officer shall have no effect on the criminal charges that may be filed with the appropriate authorities.

Any expense incurred in such impoundment becomes a lien on the animal impounded and must be discharged before the

animal is released from the facility. When the animal is not claimed by its owner and all impoundment costs satisfied within seven (7) days, it may be sold at public or private sale for fair consideration to a person capable of providing care consistent with this chapter, with the proceeds of that sale applied first to discharge the lien and any balance to be paid over to the owner. If no purchaser is found, the animal may be offered for adoption or disposed of in a manner not inconsistent with this or any other ordinance. (Ord. 04-83, 2-10-2004)

5-46: NORMAL HUSBANDRY PRACTICES; CONSTRUCTION WITH OTHER ACTS:

Nothing in this chapter affects normal, good husbandry practices utilized by any person in the production of food, companion or work animals, or in the extermination of undesirable pests. In case of any alleged conflict between this chapter, or regulations adopted hereunder, and the "wildlife code of Illinois" or "an act to define and require the use of humane methods in the handling, preparation for slaughter, and slaughter of livestock for meat or meat products to be offered for sale", approved July 26, 1967, as amended, the provisions of those acts shall prevail. (Ord. 04-83, 2-10-2004)

ARTICLE X. MUNICIPAL POWERS

SECTION:

5-47: Powers Of Municipalities And Other Political Subdivisions To Regulate Dogs And Other Animals

5-47: POWERS OF MUNICIPALITIES AND OTHER POLITICAL SUBDIVISIONS TO REGULATE DOGS AND OTHER ANIMALS:

Nothing in this chapter shall be held to limit in any manner the power of any municipality or other political subdivision to prohibit animals from running at large, nor shall anything in this chapter be construed to, in any manner, limit the power of any municipality or other political subdivision to further control and regulate dogs, cats or other animals in such municipality or other political subdivision including a requirement of inoculation against rabies. (Ord. 04-83, 2-10-2004)

ARTICLE XI. INVALID RULE OR REGULATION

SECTION:

5-48: Effect Of Invalid Section, Part Of Section, Rule Or Regulation

5-49: Violations; Punishment

5-49-1: Fees

5-50: Failure, Refusal Or Neglect Of Officer To Carry Out Act; Punishment

5-48: EFFECT OF INVALID SECTION, PART OF SECTION, RULE OR REGULATION:

The invalidity of any section or parts of any section of this chapter, or any rule or regulation pursuant thereto shall not affect the validity of the remainder of this chapter, or any rule or regulation. (Ord. 04-83, 2-10-2004)

5-49: VIOLATIONS; PUNISHMENT:

A. Any person violating or aiding in or abetting the violation of any provision of this chapter, or counterfeiting or forging any certificate, permit, or tag, or making any misrepresentation in regard to any matter prescribed by this chapter, or resisting, obstructing, or impeding the administrator or any authorized officer in enforcing this chapter, or refusing to produce for inoculation any dog or cat in his possession, or who removes a tag from a dog or cat for purposes of destroying or concealing its identity, is guilty of an ordinance violation and shall be fined not less than seventy five dollars (\$75.00) nor more than five hundred dollars (\$500.00).

Each day a person fails to comply constitutes a separate offense. The Kane County state's attorney to whom the administrator reports any violation of this chapter shall cause appropriate proceedings to be instituted in the proper courts without delay and to be prosecuted in the manner provided by law.

B. If the owner of a dog or other animal subject to enclosure:

1. Fails to maintain or keep the dog or other animal in an enclosure or fails to spay, neuter and/or microchip the dog or other animal; and

2. The dog or other animal inflicts great bodily harm, permanent disfigurement, permanent physical disability upon any other person or causes the death of another person; and

3. The attack is unprovoked in a place where such person is peaceably conducting himself and where such person may lawfully be; the owner shall be guilty of an ordinance offense. The penalty provided in this section shall be in addition to any other criminal or civil sanction provided by law. (Ord. 04-83, 2-10-2004; Ord. 06-155, § 1, 4-11-2006)

5-49-1: FEES:

A. Effective May 1, 2013, the fees to municipalities contracting for animal control services with the county shall be as follows:

Pick up per animal	\$ 25.00
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Pick up charge group of small animals (excluding ferrets, rabbits, exotic birds and reptiles) eviction only	30.00
Boarding per animal/per day	10.00
Maximum charge \$70.00	
Vaccination for distemper per animal	30.00
Euthanasia per dog/cat/animal under 30 pounds	50.00
Euthanasia per dog/cat/animal over 30 pounds	75.00
Rabies observation (includes euthanasia fee) under 30 pounds	150.00
Rabies observation (includes euthanasia fee) over 30 pounds	175.00
Specimen pick up	30.00
Specimen prep	50.00

No fees shall be charged if the animal is reclaimed by its owner and applicable fees paid.

B. Effective May 1, 2006, the fees to individual owners for animal control services shall be as follows:

Pick up stray or sick or injured animal - nonneutered	\$150.00
Pick up stray or sick or injured animal - neutered	75.00
Boarding charges per day - nonneutered	35.00
Boarding charges per day - neutered	17.50
Microchip fee, where applicable	15.00

The animal control administrator shall rebate fifty percent (50%) of the pick up and boarding charges if the animal is neutered within forty five (45) days of being reclaimed and evidence provided to the animal control department.

C. If in the opinion of the county veterinarian, neutering of an animal is not appropriate for any reason, the additional fee imposed by subsection B of this section for nonneutered animals shall not be charged.

D. The administrator shall by regulation prescribe circumstances where a waiver or reduction of fees is appropriate based on financial hardship.

E. Any person or agency claiming an animal for adoption purposes shall not be required to pay any pick up or boarding fees incurred prior to the claim. (Ord. 06-154 §§ 1, 2, 3, 4, 5, 4-11-2006; Ord. 07-254, § 1, 7-10-2007; Ord. 13-116, 5-14-2013)

5-50: FAILURE, REFUSAL OR NEGLECT OF OFFICER TO CARRY OUT ACT; PUNISHMENT:

Any officer failing, refusing, or neglecting to carry out the provisions of this chapter shall be guilty of an ordinance violation and shall be fined not less than seventy five dollars (\$75.00) nor more than five hundred dollars (\$500.00) for each offense. (Ord. 04-83, 2-10-2004)

ARTICLE XII. ANIMAL RESEARCH AND EXPERIMENTATION

SECTION:

5-51: Definition

5-52: Personnel Qualification For Licensing

5-51: DEFINITION:

RESEARCH FACILITY: Any school (except an elementary or secondary school), institution, organization or person that uses or intends to use live animals in research, tests, or experiments, and that: a) purchases or transports live animals in commerce, or b) receives funds under a grant, award, loan, or instrumentality of the United States for the purpose of carrying out research, tests, or experiments; provided, that the Kane County animal control director may exempt any such school, institution, organization, or persons that does not use or intend to use live dogs and cats, except those schools, institutions, organizations or persons, which use substantial numbers (as determined by the Kane County animal control director) of live animals the principal function of which schools, institutions, organizations, or persons, is biomedical research or testing, when in the judgment of the Kane County animal control director, any such exemption does not violate the purpose of this article. (Ord. 04-83, 2-10-2004)

5-52: PERSONNEL QUALIFICATION FOR LICENSING:

A. It shall be the responsibility of the research facility to ensure that all scientists, research technicians, animal technicians and other personnel involved in animal care, treatment, and use are qualified to perform their duties. This responsibility shall be fulfilled in part through the provision of training and instruction to those personnel.

B. Training and instruction shall be made available, and the qualifications of personnel reviewed, with sufficient frequency to fulfill the research facility's responsibility under this article.

C. Training and instruction of personnel must include guidance in at least one of the following areas:

1. Humane methods of animal maintenance and experimentation including:
 - a. The basic needs of each species of animal;
 - b. Proper handling and care for the various species of animals used by facility;
 - c. Proper preprocedural and postprocedural care of animals;
 - d. Aseptic surgical methods and procedures.
2. The concept, availability, and use of research or testing methods that limit the use of animals or minimize animal distress.
3. Proper use of anesthetics, analgesics, and tranquilizers for any species of animals used by the facility.
4. Methods whereby deficiencies in animal care and treatment are reported, including deficiencies in animal care and treatment reported by any employee of the facility. No facility employee or laboratory personnel shall be discriminated or be subject to any reprisal for reporting any violations of any regulation or standards under this article.
5. Utilization of services (i.e., National Agricultural Library, National Library Of Medicine) available to provide information:
 - a. On appropriate methods of animal care and use;
 - b. On alternatives to the use of live animals in research;
 - c. That could prevent unintended and unnecessary duplication of research involving animals;
 - d. Regarding the intent and requirements of this article. (Ord. 04-83, 2-10-2004)

Memorandum



To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Professional Services Agreement – IEPA Project Plan

Date: February 5, 2024

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute a professional services agreement with Baxter & Woodman Consulting Engineers to develop and submit a Project Plan to the Illinois Environmental Protection Agency (IEPA) in an amount not-to-exceed \$30,400.

Funding Source:

Water and Sewer Operating Fund (60-33-5220)

Summary:

The Village, with consultant assistance, is pursuing low-interest loan funding through IEPA's Public Water Supply Loan Program (PWSLP). Approved loan funding would be used for some/all of the following water system related capital projects that are proposed for the next five years:

- Standpipe rehabilitation, replacement or abandonment;
 - There is an ongoing evaluation of the standpipe
- IL 68 water tower painting and rehabilitation;
- Water main replacements and/or lining;
 - Possible projects – along Van Buren St, Prairie Lakes Rd, and Dundee Ave
- Lead service line replacements; and
 - IEPA has specific guidelines for loan funds used to replace lead services
- Other water system related capital projects that may arise.

These water system improvement projects will likely be bid within five years of approval of the Project Plan. As summarized in Baxter & Woodman's proposal, attached hereto, this proposed project involves preparing a Project Plan over the next five years. The general timeline for securing IEPA low-interest low funds is as follows:

- Develop Project Plan - now thru August/September 2024

- Summarize water capital projects to be included in the Project Plan
- Submit Project Plan to the IEPA – October 2024
- 6-month IEPA review period – October 2024 thru March 2025
 - Modify Project Plan (if necessary) and resubmit to the IEPA
- Submit loan application and supporting documentation – March 2025
- If approved, funding would become available on/after July 1, 2025

Current interest rates for loans through the PWSLP are approximately 1.81% which offers a significant savings over traditional borrowing. The proposed projects are all long-term investment projects that are suitable for borrowing and thus smooth the cost of the infrastructure improvements over time.

The CY 2024 Budget appropriates \$10,000 in the Water and Sewer Operating Fund (60-33-5220) for assistance with submitting a loan application to the IEPA for this project. The budgeted amount of \$10,000 was merely a placeholder for consultant assistance with submitting a loan application to the IEPA. Baxter & Woodman informed staff that, to fulfill the requirements of the IEPA's PWSLP, the Village would be required to prepare a comprehensive Project Plan. Once the IEPA approves the Project Plan, preparation of the loan application can begin and is typically done concurrently with project design. Therefore, staff is recommending using the budgeted funds for the development of a Project Plan and approval of the professional services agreement with Baxter & Woodman in an amount not-to-exceed \$30,400.

Attachments

Resolution

Baxter & Woodman Proposal

RESOLUTION NUMBER ____-24

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS,
AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH BAXTER & WOODMAN
CONSULTING ENGINEERS TO DEVELOP A PROJECT PLAN
IN AN AMOUNT NOT-TO-EXCEED \$30,400**

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village operates, maintains and improves its water treatment and distribution systems (collectively referred to as "Systems"); and

WHEREAS, the Village is preparing to complete a number of water related capital projects associated with the improvement of these Systems during the upcoming 5-year period;

WHEREAS, the Village desires to pursue low-interest loan funding through the Illinois Environmental Protection Agency's (referred to as "Agency") Public Water Supply Loan Program (referred to as "Program") and one of the requirements of this Program is the development and submittal of a Project Plan to the Agency; and

WHEREAS, the Village desires to retain Baxter & Woodman Consulting Engineers to develop and submit a Project Plan to the Agency; and

WHEREAS, Village Staff recommends Village Board approve a resolution authorizing the Village Administrator to enter into a professional services agreement with Baxter & Woodman Consulting Engineers of Crystal Lake, Illinois to develop and submit a Project Plan to the Agency in an amount not-to-exceed \$30,400.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: The Village's corporate authorities approve a resolution authorizing the Village Administrator to enter into a professional services agreement with Baxter & Woodman Consulting Engineers of Crystal Lake, Illinois to develop and submit a Project Plan to the Agency in an amount not-to-exceed \$30,400 and further authorize and direct the Village Administrator to execute the Agreement and for the Village Clerk to attest the Agreement.

ADOPTED this 5th day of February, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 5th day of February, 2024.

Jeffrey J. Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this ____ day of _____, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2024.

January 8, 2024

Phil Cotter
Director of Public Works
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

Subject: Village of East Dundee, Illinois – Proposal for IEPA Project Plan

Dear Mr. Cotter:

Baxter & Woodman, Inc. is pleased to submit this proposal to prepare a Project Plan to fulfill the requirements of the IEPA Public Water Supply Loan Program (PWSLP). Proposed projects will include multiple water system improvements to be bid within five years of approval of the Project Plan and will include:

- Standpipe rehabilitation, replacement or abandonment depending on results of evaluation done under separate job.
- Water tower repainting
- Water main replacements along Van Buren Street and Prairie Lake Road
- Lead service line replacement

The following scope of services details the anticipated tasks necessary to complete this Project:

SCOPE OF WORK

1. **ADMINISTRATION & MEETINGS** – Confer with the Village's Director of Public Works and Village Administrator and their staff to clarify the project's scope, extent, and character. Coordinate with Village staff and project team to ensure the project goals are achieved.
2. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities that must be performed to complete the project. These activities include budget, schedule, and scope.
3. **DATA REVIEW** – Review existing information provided by the Village, including water usage, pumping and billing data, water supply, treatment, storage facilities, distribution system map, current water rates, schedule for upcoming rate increases, and available mapping.
4. **PROJECT PLANNING REPORT** – Prepare a Report to fulfill the Project Planning requirements of the IEPA PWSLP.
 - A. *Background Information* – Describe the location, present and future service areas, historical population, makeup of customer base, conditions affecting growth, and 20-year design customer base.

- B. *Water Usage* – Discuss the existing daily average and maximum water usage, current population served, and water usage by customer class. Prepare water usage projections over the 20-year planning period.
 - C. *Existing Conditions* – Describe existing public water supply source, treatment, storage, and distribution systems; and identify the need for the proposed project.
 - D. *Project Description* – Describe the project and identify the need and justification for the proposed project. Assess the ability of the project to address identified needs of the system and maintain compliance with applicable laws and regulations.
 - E. *Engineer's Design Summaries* – Prepare design summaries for the proposed projects.
 - F. *Environmental Impacts* – Prepare discussion of environmental impacts and measures required during design and construction to mitigate or minimize negative environmental impacts, including impacts to rare and endangered species, historic and cultural resources, prime agricultural land, air and water quality, recreational areas, wetlands, floodplains, and other sensitive environmental areas. Obtain signoffs or Letters of No Objection as required.
 - G. *Location Plan And Site Plan* – Create exhibits showing the project location(s) in the community and on the project site.
 - H. *Preliminary Opinion of Probable Cost* – Prepare an opinion of the probable total project cost, including construction, engineering services, contingencies; and, based on information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for the completion of the projects.
 - I. *Estimated Loan Terms* – Provide the estimated loan amount, current base interest rate, repayment period, and approximate annual loan debt service.
 - J. *Financing Alternatives* – Analyze and review the existing rate structure to assure adequate annual debt service and O, M, and R coverage requirements. Description of existing water rate structure, basis of billing, current average monthly residential bill, any proposed rate changes, and any change to the average monthly residential bill due to the cost of the project.
 - K. *Project Schedule* – Coordinate with the Village to prepare a project schedule that shows anticipated advertisement, bid opening, construction start, and construction completion dates.
5. **AGENCY SUBMITTAL** – Submit the Project Planning Report, Project Plan Submittal Checklist, and Funding Nomination Forms to the IEPA for their review and approval.
6. **PUBLIC NOTICE** – Review the draft Public Notice prepared by IEPA and comment, if necessary. Attend a public hearing if required. Transmit comments received during the public comment period, if any, to IEPA.

IEPA LOAN REQUIREMENTS

1. Audit; access to records:
 - a. Books, records, documents, and other evidence directly pertinent to the performance of PWSLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.
 - b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
 - c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
 - d. The final audit report shall include the written comments, if any, of the audited parties.
 - e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the loan Rules Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.
2. The professional services contractor (engineer) warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
3. The engineer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
4. The engineer agrees to take affirmative steps to ensure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.



Anticipated Project Schedule

The project will be complete when the IEPA issues notice of Planning Approval, notice that the Project Plan is rejected, or the Village withdraws its request for funding.

Exceptions

The IEPA loan application is typically prepared during the design phase; therefore, the IEPA loan application is not included in this scope of work. We will provide a separate proposal.

CONSULTING SERVICES FEES

The Owner shall pay the Engineer for the services performed or furnished based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, including travel not to exceed **\$30,400**. The attached Standard Terms and Conditions apply to this proposal. If this Proposal is acceptable, **please sign and return one copy for our files**.

We appreciate the opportunity to work with the Village again. Please do not hesitate to call Elisa Bonkowski at 815.444.3292 or me if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in blue ink that reads "Carolyn A. Grieves".

Carolyn A. Grieves, PE
Vice President

Attachment

VILLAGE OF EAST DUNDEE, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW’s design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW’s design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW’s document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.