



COMMITTEE OF THE WHOLE

Monday, April 7, 2025
immediately following the
City Council Meeting at 7pm

City Hall Council Chamber
109 James Street
Geneva, IL 60134

Ald. Mike Bruno, Chair

AGENDA

- 1. Call to Order**
- 2. Approve Committee of the Whole Minutes from March 17, 2025**
- 3. Items of Business**
 - a. Consider Draft Resolution Authorizing Acceptance of a Proposal to Bind Coverage for Property, General Liability, Automobile, Public Officials' Employment Practices, Law Enforcement, Crime, Cyber, Excess Liability, and Workers' Compensation Insurance in the Amount of \$951,525.00.
 - b. Consider Draft Ordinance Authorizing the Extension of Municipal Water Service to the Property Located at 1923 Western Avenue Without Annexation.
 - c. Consider Draft Ordinance Proposing the Establishment of Special Service Area No. 37 (Geneva Crossing)
 - d. Consider Draft Resolution Authorizing the Execution of a Contract with Stewart Spreading, Inc. in the Amount of \$30.72 per Cubic Yard for Biosolids Disposal from May 1, 2025 to April 30, 2026.
 - e. Consider Draft Resolution Authorizing the Execution of a Professional Services Agreement with Hampton, Lenzini and Renwick, Inc. for Wetlands Management Services for Eagle Brook and On Brentwood's Pond Subdivisions in an Amount Not to Exceed \$45,200.00.
 - f. Consider Draft Resolution Authorizing the Execution of a Contract with Hampton, Lenzini, and Renwick, Inc. to Complete the FY26 Water Treatment Plant Wetlands Management Agreement in an Amount Not to Exceed \$23,600.00.
 - g. Consider Draft Resolution Authorizing the Execution of a Service Agreement with Clarke Environmental Mosquito Management, Inc. to Conduct the FY26 Mosquito Abatement Program in an Amount Not to Exceed \$56,444.00.

4. Public Comment

When recognized by the Chair, proceed to the podium, state your name for the record, and provide your public comments. Please understand this is your time to be heard and the public body's time to listen. No discussion or debate will follow.

5. New Business**6. Adjournment**

ADA Compliance: Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City at least 48 hours in advance of the scheduled meeting. The City can be reached in person at 22 S First Street, Geneva, IL, or by telephone at (630) 232-7494. Every effort will be made to allow for meeting participation. Notice of

GENEVA COMMITTEE OF THE WHOLE MEETING MINUTES**Monday, March 17, 2025**City Hall Council Chambers
109 James St., Geneva, IL 60134

Elected Officials Present: Mayor Burns, Ald. Bowring, Ald. Bruno, Ald. Hruby, Ald. Kilburg, Ald. Kosirog, Ald. Malecki, Ald. Marks, Ald. Mayer, Ald. Paschke, Ald. Swanson, Clerk Kellick.

Elected Officials Attending by Teleconference: None.

Elected Officials Absent: None.

Others Present: City Admin. Dawkins, Asst. City Admin. McCready, City Attny. Sandack, Supt. Van Gyseghem, Dir. Babica, Asst. Dir. Landers.

Others attending by video or teleconference: None.

Call to Order

Ald. Kilburg, serving as chair, called the meeting to order at 8:29 PM noting all council members were present.

Approve Committee of the Whole Minutes from March 3, 2025

Moved by Ald. Swanson, seconded by Ald. Marks.

MOTION CARRIED by voice vote 10-0.

Items of Business

Consider Draft Resolution Authorizing the City Administrator to Execute a Contract with Geneva Construction Co. for the 2025 Street Improvements Program with a 10% Contingency in an Amount Not to Exceed \$2,649,186.54.

Moved by Ald. Bruno, seconded by Ald. Mayer.

On a question by Ald. Mayer, Dir. Babica stated that liquidated damages are set forth by IDOT and were enacted because this was a timed project. If there is public works warranty work to be followed up on, his staff would follow up with the contractor.

On a question by Ald. Kilburg, Geneva Construction Company Vice President Cass Price stated that if the seeded areas don't grow, the landscaping subcontractor

will return to reseed. There is a one-year warranty bond for the work. On another question, Mr. Price stated that he learned that there were subcontractors last year that urinated in public and this was addressed as quickly as possible. There will be port-a-potties on Lewis this year to prevent this.

Ald. Hruby stated that she received many complaints about litter from workers on Westfield. Mr. Price noted that he did send people out to clean up the area. Dir. Babica added that because of the litter complaints, city staff would count the number of garbage bags at the start and end of the day.

On a question by Ald. Malecki, Dir. Babica stated that there is a \$100,000 line item for pavement marking restorations over five zones. Last year, seven routes were enhanced. City Engineer Brian Davids is working with the bike committee to develop new routes and markers which will be included in the program when available.

Roll call:

AYES: 10 (Bowring, Bruno, Hruby, Kilburg, Kosirog, Malecki, Marks, Mayer, Paschke, Swanson)

ABSENT: 0

NAYS: 0

MOTION CARRIED

Consider Draft Resolution Authorizing the City Administrator to Enter Into a Professional Services Agreement with CDM Smith for an Industrial Waste Treatment Study in an Amount Not to Exceed \$40,000.00.

Moved by Ald. Marks, seconded by Ald. Kosirog.

On a question by Ald. Mayer, Supt. VanGyseghem stated that the new waste was coming primarily from General Mills. The company has been charged \$200,000 in surcharges since last August as a result and is working to improve the amount of waste produced.

On a question by Ald. Kilburg, Supt. VanGyseghem noted that the waste is mostly sugar which causes operational issues.

On a question by Ald. Bowring, Supt. VanGyseghem noted that the study will evaluate the treatment cost, as the surcharges are based on that cost.

Roll call:

AYES: 10 (Bowring, Bruno, Hruby, Kilburg, Kosirog, Malecki, Marks, Mayer, Paschke, Swanson)

ABSENT: 0

NAYS: 0

MOTION CARRIED

Public Comment

None.

New Business

Ald. Kilburg thanked reporter Brenda Schory for attending the meeting.

Adjournment

On a motion by Ald. Marks, the meeting was adjourned by unanimous voice vote at 8:48 PM.

- Submitted by Clerk Kellick



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Property, general liability, automobile, public officials' employment practices, law enforcement, crime, cyber, excess liability, and workers' compensation insurance coverage effective May 1, 2025		
Presenter & Title:	Benjamin McCready, ACA/DOAS		
Date:	April 7, 2025		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$951,525	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The City's commercial insurance packages include coverage for City property, general liability, employment practices, law enforcement, public officials', auto liability and physical damage, crime, cyber liability, umbrella liability, excess errors and omissions, electric utility, and workers' compensation insurance. The attached summary from Arthur J. Gallagher, Inc. outlines the recommended renewal for coverages expiring April 30, 2025. The renewal maintains the City's existing coverages and limits with minimal changes, the notable exception being the City's property deductible increasing to \$10,000. The City obtained a favorable cyber liability quote which reflects implementation of best practices, the recommended carrier provides comparable coverage at a reduced cost. The renewal, 8% increase over expiring, is in large part driven by the increased value of the City's fleet, construction costs, utilization of drones, and claim activity. The market for public entities however, continues to be impacted by property losses, construction costs, cyber-attacks, and storm damage. Staff will work with the City's broker to reduce exposure by removing newly declared surplus vehicles and seek premium credit where warranted.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Memorandum • Resolution and Premium Summary 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend Approval of Resolution Authorizing Acceptance of Proposal to Bind Insurance Coverage at a total cost of \$951,525.			



April 1, 2025

City of Geneva
22 South First Street
Geneva, IL 60134

RE: 2025-2026 Insurance Renewal

Dear Mayor and Council,

Gallagher is pleased to present this year's terms for the City's Property, Casualty, and Workers Compensation renewal. Given the current state of the marketplace, our team is pleased with the terms and negotiated pricing for this program year.

The marketplace has become a little more predictable than in the past couple of years. Although the Public Entity marketplace is still limited with fewer insurance companies offering programs now over the same time-period last year, insurance carrier coverages, limits and terms has been consistent for most communities. As always, we will continue to keep you aware of changing marketplace trends throughout the year.

In addition to market trends, the City of Geneva's renewal reflects changes in property values, operating expenditures, payroll, number of vehicles and vehicle values from the previous renewal. In spite of these changes, we were able to obtain very favorable terms with an overall premium increase of 8%. This increase is within the average range of 7-9% over the past three quarters for municipalities in Illinois.

The City has also been awarded a safety grant of \$17,632 from your workers compensation carrier, IPRF (Illinois Public Risk Fund). This grant reflects positive performance in workers compensation this year and minimal claims. The fact this grant has increased the past 5 years attests to the City's strong commitment to safety and risk management practices implemented by staff.

The only change in deductibles applies to the property insurance for city owned locations (excluding the electric utility). Chubb's underwriting team informed us that there is a corporate directive to increase property deductibles on municipal risks to \$25,000. However, we were able to work with the underwriters who agreed to a "stair step" approach, allowing the change to take place gradually. As a result, the city's property deductible this year will be \$10,000 with the understanding that it will increase in the future.

Overall, the 2025-2026 recommended renewal is competitive and maintains the City's current carriers, coverages and limits. If the City renews with the recommended program, the total premium increase is \$68,339, or 7.7%, over the expiring program costs.

We appreciate staff's work in providing timely renewal information and look forward to continuing our relationship with the City of Geneva.

Sincerely,

Rich Stokluska
Area Senior Executive Vice President

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL TO BIND
COVERAGE FOR PROPERTY, INLAND MARINE, CRIME, GENERAL
LIABILITY, AUTOMOBIE, EMPLOYMENT PRACTICES, LAW ENFORCEMENT,
PUBLIC OFFICIALS', CRIME, CYBER, EXCESS LIABILITY, AND WORKERS'
COMPENSATION INSURANCE COVERAGE EFFECTIVE MAY 1, 2025**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE
COUNTY, ILLINOIS**, as follows:

SECTION 1: That the City Administrator, or designee, is hereby authorized to accept the proposal to bind the City’s property, inland marine, general liability, automobile, employment practices, law enforcement, public officials', crime, cyber, excess liability, and workers' compensation insurance coverage effective May 1, 2025 as outlined at Exhibit A.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this __ day of April, 2025.

AYES: _ NAYS: _ ABSENT: _ ABSTAINING: _ HOLDING OFFICE: _

Approved by me this ___ day of April, 2025.

Mayor

ATTEST:

City Clerk

GENEVA

ILLINOIS

2025-2026 Premium Comparison

Arthur J. Gallagher

Coverages	Carriers	2024-2025 Premium	2025-2026 Premium	Premium Difference	Premium %	Comments
Property (City)	Federal Insurance Company (Chubb)	\$ 173,188	\$ 179,496	\$ 6,308	4%	Equipment Breakdown Coverage is included w/ \$5M BI/EE Limit. Includes Unmanned Aircraft schedule and TRIA at cost of \$14,659.
Property (Utility)	Federal Insurance Company (Chubb)	\$ 246,802	\$ 240,096	\$ (6,706)	-3%	Equipment Breakdown Coverage is included with \$10M Business Income/Extra Expense Limit. Includes TRIA at cost of \$9,787.
Package including Public Officials, Law Enforcement, Employment Practices, Excess Liability	Argonaut Great Central Insurance Company	\$ 236,548	\$ 305,370	\$ 68,822	29%	Reflects increases in exposure in fleet and budget. Quote includes Law Enforcement Drone Liability Coverage. Increase reflective of loss activity. Quote includes TRIA.
Excess Liability	American Alternative Insurance Company	\$ 22,153	\$ 23,591	\$ 1,438	6%	American Alternative quoted \$23,591 for the renewal term.
Governmental Crime	Travelers Casualty & Surety Company	\$ 1,883	\$ 1,883	\$ -	0%	Travelers quoted \$1,883 3rd Installment of 3 year policy.
Cyber Liability	Houston Casualty Company	\$ 21,443	\$ 16,988	\$ (4,455)	-21%	Houston Casualty quoted \$21,443. Great American quoted \$16,988 for the renewal term.
Workers' Compensation	Illinois Public Risk Fund	\$ 147,619	\$ 149,541	\$ 1,922	1%	Reflects current staffng and payroll.
Gallagher Brokerage Fee	Arthur J. Gallagher	\$ 33,550	\$ 34,560	\$ 1,010	3%	
TOTAL PREMIUM		\$ 883,186	\$ 951,525	\$ 68,339	7.7%	
IPRF GRANT		\$ 16,809	\$ 17,632	\$ 823	5%	Grant based on overall experience and IPRF program.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Petition for municipal water service outside of the corporate limits of the city – 1923 Western Avenue.		
Presenter & Title:	David DeGroot, Director of Community Development		
Date:	April 7, 2025		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: N/A			
Estimated Cost: \$ NA	Budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Other <input type="checkbox"/> Yes Funding? <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The property located at 1923 Western Avenue is not located within the corporate limits of the City of Geneva. The owners, Josh & Mary Lather, have petitioned to connect to the City of Geneva's municipal water service. The Illinois Municipal Codes, 65 ILCS 5/11-149-1 provides that the corporate authorities of a municipality may provide by ordinance for the extension and maintenance of municipal water mains outside the corporate limits upon petition. Further, the corporate authorities may authorize such extension without requiring annexation.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Ordinance 2025- • Letter Petitioning for Water Connection • Proof of Ownership 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (Mayor and City Council)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of Ordinance Authorizing the Extension of Municipal Water Service to the property located at 1923 Western Avenue without Annexation.</p>			

ORDINANCE 2025-

AN ORDINANCE AUTHORIZING EXTENSION OF MUNICIPAL WATER SERVICE TO A PROPERTY OUTSIDE OF THE CORPORATE LIMITS OF THE CITY - 1923 WESTERN AVENUE

WHEREAS, the 65 ILCS 5/11-149-1 provides that the corporate authorities of a municipality may provide by ordinance for the extension and maintenance of municipal water mains in specified areas outside the corporate limits upon petition by a majority of owners of records of the real property; and

WHEREAS, the property located at 1923 Western Avenue, Geneva, Illinois (P.I.N. 12-16-226-005), hereinafter referred to as the "SUBJECT REALTY", is not located within the corporate limits of the City of Geneva; and

WHEREAS, the owners of the SUBJECT REALTY, Josh & Mary Lather, hereinafter referred to as "OWNER", has petitioned to connect to the City of Geneva’s municipal water service; and

WHEREAS, at its meeting on April 7, 2025, the Committee of the Whole of the City Council of the City of Geneva recommended that water service be extended to the SUBJECT REALTY without annexation; and

WHEREAS, the Mayor and City Council of the City of Geneva considered the recommendation of the Committee of the Whole on April 21, 2025; and

NOW THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: The preambles set forth at the beginning of this Ordinance, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Ordinance.

SECTION 2: That the Corporate Authorities of the City of Geneva, Kane County, Illinois hereby authorize the extension of municipal water service outside the corporate limits to the SUBJECT REALTY, 1923 Western Avenue, without annexation pursuant to 65 ILCS 5/11-149-1; and

SECTION 3: That the owners of SUBJECT REALTY shall be responsible for all costs associated with said extension in accordance with Title 9 (Municipal Utilities), Chapter 3 (Water and Sewers) of the Geneva City Code; and

SECTION 4: That this Ordinance shall become effective from and after its passage and approval in accordance with law.

PASSED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, this 21st day of April 2025.

AYES: _____ **NAYS:** _____ **ABSENT:** _____ **ABSTAINING:** _____ **HOLDING OFFICE:** 11

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

LETTER PETITIONING FOR WATER CONNECTION

DRAFT

Dear City of Geneva,

I am writing to request the connection of my home to the city water supply due to ongoing issues with the well water at my property. Despite our efforts to mitigate the problem, including the installation of a reverse osmosis filtration system, the water continues to be laden with minerals and heavy metals, which has begun to take a significant toll on various household appliances.

Our washing machine, dishwasher, and water heater have all shown signs of corrosion and decreased efficiency due to the poor water quality. Additionally, the buildup of sediment has led to frequent maintenance requirements, increasing the overall cost of upkeep.

Given the persistent challenges with the well water and the resulting damage to our home's infrastructure, I kindly request your assistance in facilitating a connection to the city's water supply. I believe this will not only alleviate the strain on our household but also ensure the long-term reliability of our appliances and plumbing.

I would be grateful for your consideration and look forward to your response. Please let me know if any further information is needed to process my request.

Sincerely,
Joshua Lather

EXHIBIT "B"
PROOF OF OWNERSHIP

DRAFT

2024K028850

**Illinois Anti-Predatory
Lending Database
Program**

**SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 8/14/2024 4:05 PM
REC FEE: 59.00 RHSPS: 18.00
PAGES: 13**

Certificate of Exemption



**Report Mortgage Fraud
844-768-1713**

The property identified as:

PIN: 12-16-226-005

Address:

Street: 1923 Western Ave

Street line 2:

City: Geneva

State: IL

ZIP Code: 60134

Lender: U.S. BANK NATIONAL ASSOCIATION

Borrower: JOSH LATHER and MARY LATHER

Loan / Mortgage Amount: \$49,999.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: 6C43F0CB-DCDE-4F04-AF20-190CB9C2B480

Execution date: 7/25/2024

**Return To: Radian Settlement
Services**
1000 GSK Drive
Suite 210
Coraopolis, PA 15108

Prepared By: Cynthia Bertke

Mortgage
With Future Advance Clause

The date of this Mortgage ("*Security Instrument*") is July 25, 2024

Mortgagor

JOSH LATHER and MARY LATHER, a married
couple
1923 Western Ave
Geneva, IL 60134

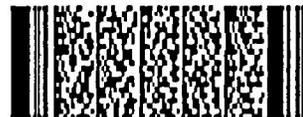
Lender

U.S. Bank National Association
Organized and existing under the laws of the
United States
9380 Excelsior Blvd
Hopkins, MN 55343

1. Conveyance. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF GENEVA, COUNTY OF KANE, STATE OF ILLINOIS, DESCRIBED AS LOT 11 IN ALLENDALE UNIT NO. 1, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF GENEVA, KANE COUNTY, ILLINOIS.

Parcel ID Number: 12-16-226-005



The property is located in Kane County at 1923 Western Ave, Geneva, Illinois 60134.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

2. Secured Debt and Future Advances. The term "Secured Debt" is defined as follows:

- (A) Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions.

The credit agreement signed by JOSH LATHER and MARY LATHER (the "Borrower") and dated the same date as this Security Instrument (the "Note"). Under the Note, the Lender agrees, subject to certain terms, conditions and limitations, to make advances to the Borrower in a principal amount outstanding not to exceed Forty nine thousand nine hundred ninety-nine and 00/100 Dollars (U.S. \$49,999.00). Borrower has promised to pay this debt with interest in regular periodic payments and to pay the debt in full not later than August 13, 2054. The interest rate stated in the Note is ten and 95 hundredths percent (10.95%). If this Security Instrument is an adjustable rate mortgage loan, this initial rate is subject to change in accordance with the Note.

- (B) All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- (C) All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- (D) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument.



This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or to conform to any limitations of Regulation Z and X that are required for loans secured by the Property.

3. Mortgage Covenants. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to



perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Assignment of Leases and Rents. Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all included in "*Property*"): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as "*Leases*"); and rents, issues and profits (all referred to as "*Rents*"). In the event any item listed as Leases or Rents is determined to be personal property, this assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.

Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Security Instrument. As long as this Security Instrument is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.



All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause". Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

4. Due on Sale. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

5. Warranties and Representations. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

6. Default. Mortgagor will be in default if any of the following occur:

Fraud. Any Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g)



the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

7. Remedies on Default. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

8. Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the *United States Bankruptcy Code*, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.

9. Environmental Laws and Hazardous Substances. As used in this section, (1) "Environmental Law" means, without limitation, the *Comprehensive Environmental Response, Compensation and Liability Act* (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous



to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- (A) Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- (B) Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- (C) Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- (D) Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

10. Escrow for Taxes and Insurance. Mortgagor will pay to Lender amounts for (a) yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, (b) yearly leasehold payments or ground rents (if any), (c) yearly premiums for hazard or property insurance, (d) yearly premiums for flood insurance (if any), and (e) yearly premiums for mortgage insurance (if any). Mortgagor will pay those amounts to Lender unless Lender tells Mortgagor, in writing, that Mortgagor does not have to do so, or unless the law requires otherwise. Mortgagor will make those payments at the times required by Lender.

Lender will estimate from time to time Mortgagor's yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "Escrow Items". Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that Mortgagor pays to Lender for Escrow Items under this section will be called the "Funds". Lender will collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal *Real Estate Settlement Procedures Act of 1974* (as amended), unless another law that applies to the Funds sets a lesser amount. If so, Lender will collect and hold Funds in the lesser amount.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give Mortgagor, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.



Lender may not charge Mortgagor for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing Mortgagor's payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge Mortgagor for these services if Lender pays Mortgagor interest on the Funds and if the law permits Lender to make such a charge. Lender may require Mortgagor to pay a one-time charge for an independent real estate tax reporting service used by Lender in accordance with the Secured Debts, unless applicable law provides otherwise. Lender will not be required to pay Mortgagor any interest or earnings on the Funds unless either (i) Lender and Mortgagor agree in writing, at the time Mortgagor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

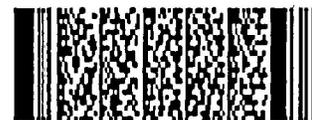
If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender will account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify borrower in writing, and, in such case, borrower will pay to Lender the amount necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

If, by reason of any default under this Security Instrument, Lender declares all Secured Debts due and payable, Lender may then apply any Funds against the Secured Debts.

When Mortgagor has paid all of the sums secured, Lender will promptly refund to Mortgagor any Funds that are then being held by Lender.

11. Joint and Individual Liability; Co-Signers; Successors and Assigns Bound. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

12. Severability; Interpretation. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.



13. **Notice.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address in this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

14. **Waivers.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

15. **Maximum Obligation Limit.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$49,999.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

16. **Line of Credit.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

17. **Applicable Law.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located.

18. **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

[Check all applicable boxes]

Assignment of Leases and Rents Other: _____

19. Additional Terms. _____

Signatures

By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated in this Security Instrument.

Mortgagor

Josh Lather 07/25/2024
JOSH LATHER Date

Mary Lather 7/25/2024
MARY LATHER Date



Acknowledgment

State of Illinois

County of Kane

This instrument was acknowledged before me this 25th day of July,
2024 by

JOSH LATHER

Carmela Metoyer
Notary Public
Carmela Metoyer
Notary Public Name



This notarial act was completed:

- In Person
- In Person Electronic Using an Electronic System Provider
- Remote Online Notarization Using Audio-Video Technology

Unofficial



Acknowledgment

State of Illinois

County of Kane

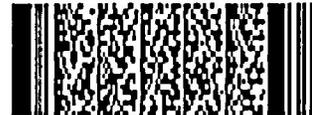
This instrument was acknowledged before me this 25th day of July, 2024 by MARY LATHER

Carmela Meyer
Notary Public

Carmela Meyer
Notary Public Name

- This notarial act was completed:
- In Person
 - In Person Electronic Using an Electronic System Provider
 - Remote Online Notarization Using Audio-Video Technology

Unofficial



ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Kane

CUSTOMER NAME Josh Lather & Mary Lather

On 2024-07-25 before me, Carmela Metoyer, a Notary Public,
(DATE)

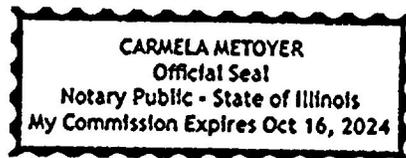
personally appeared, Josh Lather &
Mary Lather

personally known to me OR [X] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of the which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carmela Metoyer
NOTARY SIGNATURE

My Commission Expires: Oct. 16, 2024





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Propose the establishment of Special Service Area Number 37 - Geneva Crossing		
Presenter & Title:	David DeGroot, Community Development Director		
Date:	April 7, 2025		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective:			
Estimated Cost:	Budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>In October of 2024 the City Council granted final planned unit development and final plat of subdivision approval for Geneva Crossing, a 40-unit townhome development along Stone Circle (located just south of Williamsburg Avenue and east of Fisher Drive). The Council also passed Resolution 2024-106 accepting the applicant's application to establish a Special Service Area (SSA) to finance the approximately \$700,000 cost of providing and retrofitting electrical infrastructure to serve the townhomes. The proposed SSA would only apply to the project owners and future owners of the townhomes. The attached Ordinance formally proposes the establishment of the SSA, the maximum tax levy, the maximum interest rate, the term, and sets the date of the public hearing for July 7, 2025.</p>			
Attachments: <i>(please list)</i>			
Ordinance 2025-			
Voting Requirements:			
<p><i>The request requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Approval of Ordinance Proposing the Establishment of Special Service Area Number 37 related to the Electrical Infrastructure for the Approved Development known as Geneva Crossing.			

CITY OF GENEVA

ORDINANCE NO. 2025 - ____

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA,
NUMBER 37, GENEVA CROSSING, CITY OF GENEVA, KANE COUNTY, ILLINOIS**

**ADOPTED BY
THE CITY COUNCIL
OF THE
CITY OF GENEVA**

This ____ day of _____, 2025.

ORDINANCE NO. 2025 - ____

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA,
NUMBER 37, GENEVA CROSSING, CITY OF GENEVA, KANE COUNTY, ILLINOIS
AND PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN
CONNECTION THEREWITH**

**BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF
GENEVA, KANE COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION 1: AUTHORITY TO ESTABLISH SPECIAL SERVICE AREA

Special service areas are authorized under Article VII, Section 7, of the Constitution of the State of Illinois, in force July 1, 1971, which provides:

"Counties and municipalities which are not home-rule units shall have only powers granted to them by law and the powers*** (6) to levy and impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services for those areas and for the payment of debt incurred in order to provide those special services."

And are statutorily authorized pursuant to provisions of an Act to provide the manner of levying or imposing taxes for the provision of special services within the boundaries of home-rule units and non-home-rule municipalities and counties and pursuant to the Revenue Act of 1939, as amended (35 ILCS 200/27-5 et seq.).

SECTION 2: FINDINGS.

The corporate authorities of the City of Geneva find:

- A. It is in the public interest that the creation of a special service area hereinafter described as a Special Service Area, whose boundaries and services are set forth herein, be considered; and
- B. That said Area is compact and contiguous and constitutes a substantial and principal residential area of the City of Geneva; and
- C. That said Area is zoned for high density residential purposes; and all of said Area will benefit specially from the municipal services to be provided and that the proposed municipal services are unique and in addition to municipal services provided to the City of Geneva as a whole and it is, therefore, in the best interest of the City of Geneva that

the levy of special taxes against said Area for the services to be provided be considered; and

- D. On October 21, 2024, the City Council adopted Resolution No. 2024-106 which endorsed the establishment of a special service area and an attendant special service area tax to finance the cost of retrofitting the electric distribution system in order to serve a new multi-family residential development upon Lots 2, 3 and 4 of The Crossings; and

The purpose of the proposed special service area financing is to provide a primary source of revenue to pay the cost of the design engineering and the cost of construction for an electric distribution system to serve the proposed multi-family residential development upon Lots 2, 3 and 4 in Crossings at Geneva, being a subdivision of part of the Southeast Quarter of Section 5, Township 39 North, Range 8, East of the Third Principal Meridian, according to the Plat thereof recorded December 11, 2003 as Document No. 2003K212096, in Kane County, Illinois; and

- E. All of said proposed Area will benefit specially from the municipal services to be provided, which services are unique and in addition to municipal services provided to the City of Geneva as a whole; and
- F. It is, therefore, in the best interests of the City of Geneva that the levy of special services taxes against said Area for the services to be provided be considered.

SECTION 3: PUBLIC HEARINGS - TAX RATES - ISSUANCE OF BONDS.

That a public hearing shall be held on July 7, 2025 at 7:00 P.M., in the City Council Chamber of the City Hall, 109 James Street, Geneva, Illinois, to consider the establishment, the purposes and tax rate of Special Service Area No. 37 of the City of Geneva, in the territory described in the notice below. At the hearing, there will be considered a levy of an annual tax of not to exceed an annual rate of 1.0% of the assessed value, as equalized, of the property in the proposed Special Service Area No. 37, said tax to be levied for a maximum of 25 years from the date of this Ordinance. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to provisions of the Revenue Act of 1939, as amended.

At the hearing, there will be considered the borrowing of a sum up to Seven Hundred Thousand (\$700,000.00) Dollars to be evidenced by general obligation bonds, the proceeds of which shall be used to pay the cost of designing and constructing the electrical distribution system necessary to support and serve the multi-family residential development upon Lots 2, 3 and 4 of Crossing at Geneva. Said bonds shall mature in not greater than 30 years, and to

bear interest at a rate not to exceed 10% per annum, or 125% of the rate for the most recent date shown in The 20 G.O. Bonds Index of average municipal bond yields as published by the most recent edition of *The Bond Buyer*, published in New York, New York. Said bonds, if issued, shall be retired by the levy of a direct tax to pay the interest on such bonds as they fall due, and to discharge the principal thereof at maturity. Said tax is to be levied upon all taxable property within the proposed Special Service Area and said tax shall be in addition to the annual real estate tax previously described in this Section 3.

SECTION 4: NOTICE OF HEARING.

Notice of hearing shall be published at least once, not less than fifteen days prior to the public hearing in one or more newspapers of general circulation in the City of Geneva. In addition, notice by mailing shall be given by depositing said notice in the U. S. Mail addressed to the person or persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area No. 37. Said notice shall be mailed not less than ten days prior to the time set for public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person or persons last listed on the tax rolls prior to that year as the owners of said property. The notice shall be substantially in the following form:

**NOTICE OF PUBLIC HEARING
CITY OF GENEVA, ILLINOIS
AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA,
NUMBER 37, THE CROSSINGS, CITY OF GENEVA, KANE COUNTY, ILLINOIS**

- A. That a public hearing (the “Hearing”) shall be held on the 7th day of July, 2025, at 7:00 P.M., in the City Council Chamber of the City Hall, 109 James Street, Geneva, Illinois, to consider the establishment, the purposes and tax rate of Special Service Area No. 37 of the City of Geneva, in the territory described in the notice below. At the hearing, there will be considered a levy of an annual tax of not to exceed an annual rate of 1.0% of the assessed value, as equalized, of the property in the proposed Special Service Area No. 37, said tax to be levied for a maximum of 25 years from the date of this Ordinance. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to provisions of the Revenue Act of 1939, as amended.

At the hearing, there will be considered the borrowing of not more than Seven Hundred Thousand (\$700,000.00) Dollars to be evidenced by general obligation bonds, the proceeds of which shall be used to pay the cost of retrofitting and

constructing electrical distribution facilities for residential planned unit development at Geneva Crossing. Said bonds shall mature in not greater than 25 years, and to bear interest at a rate not to exceed 10% per annum, or 125% of the rate for the most recent date shown in The 20 G.O. Bonds Index of average municipal bond yields as published by the most recent edition of *The Bond Buyer*, published in New York, New York. Said bonds, if issued, shall be retired by the levy of a direct tax to pay the interest on such bonds as they fall due, and to discharge the principal thereof at maturity. Said tax is to be levied upon all taxable property within the proposed Special Service Area and said tax shall be in addition to the annual real estate tax.

The current territory of the subject property of Special Service Area No. 37 is described below:

Lots 2, 3 and 4 in Crossings at Geneva, being a subdivision of part of the Southeast Quarter of Section 5, Township 39 North, Range 8, East of the Third Principal Meridian, according to the Plat thereof recorded December 11, 2003 as Document No. 2003K212096, in Kane County, Illinois.

Common Address Vacant land adjacent to the east side of Fisher Drive and south of Williamsburg Avenue, Geneva, Illinois 60134

Permanent Index Nos. 12-05-405-001, 12-05-405-002, 12-05-405-006

- B. The purpose of the Special Service Area No. 37 is to provide special services to the area, which services are unique and in addition to the services generally provided by the City. The list of services that Special Service Area No. 37 may provide from time to time include the following: is to provide a primary source of revenue to pay the cost of the design engineering and the cost of construction for an electric distribution system to serve the proposed multi-family residential development upon Lots 2, 3 and 4 of The Crossings at Geneva, in the City of Geneva, Kane County, Illinois
- C. All interested persons, including all persons owning taxable real property located within the Area, will be given an opportunity to be heard at the Hearing regarding the establishment and proposed services of Special Service Area No. 37 and the proposed tax levy and an opportunity to file objections to the establishment of Special Service Area No. 37 or to the amount of the tax levy.

At the Hearing, any interested person may file with the City Clerk written objections to and may be heard orally in respect to any issues referenced in this notice. The Hearing may be reconvened to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

D. If a petition signed by at least 51% of the electors residing within the proposed Special Service Area No. 37, and by at least 51% of the owners of record of the land included within the boundaries of the proposed Special Service Area No. 37 is filed with the City Clerk within 60 days following the final adjournment of the Hearing objecting to this ordinance for the establishment of Special Service Area No. 37, it shall not be implemented.

DATED this ____ day of _____, 2025.

[End of Notice]

SECTION FIVE: That this Ordinance shall take effect immediately upon its passage and approval.

SECTION SIX: That all ordinances and parts of ordinances in conflict with or inconsistent with the provisions of this ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION SEVEN: That if any part or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance.

PASSED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2025.

SIGNED by the Mayor of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2025.

Kevin R. Burns, Mayor

(SEAL)

ATTEST:

Vicki Kellick
City Clerk



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Wastewater Biosolids Disposal		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	April 21, 2025		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMSII			
Estimated Cost: \$107,520.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Executive Summary:			
<p>The Wastewater plant produces roughly 3,500 cubic yards of biosolids annually. Land application to farm fields is the most economical way to dispose of the material. A notification for bids was published in the Daily Herald and on the City of Geneva Web Site. Three bids were received and opened on March 17, 2025 with Stewart Spreading, Inc. submitting the low bid for FY26. Stewart Spreading has performed biosolids disposal for Geneva in the past and staff has been satisfied with their work.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Bid Summary 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of a Resolution authorizing the City Administrator to Execute Contract with Stewart Spreading, Inc. in the amount of \$30.72 per cubic yard for biosolids disposal from May 1, 2025 to April 30, 2026.</p>			

RESOLUTION NO. 2025 _ -__

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT
Wastewater Biosolids Disposal**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a contract with Stewart Spreading, Inc., related to disposal of biosolids from wastewater treatment plant as per bid attached at Exhibit A.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2025

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk



City of Geneva

Summary of Bids

Name of Project: Biosolids Disposal

Recorded By: Bob Van Gyseghem

Opened By: Heather Collins

Date/Time: 3-17-2025 10:00 AM

Approved Engineer Estimate/ Budget :

CONTRACTOR NAME	BID PRICE	BID BOND OF PRICE %	TYPE OF PAYMENT FOR BID BOND	REMARKS	ADDENDUM
Stewart Spreading		10%	Bond		1
May 1, 2025 - April 30, 2026	\$30.72 / Cu. Yrd				
May 1, 2026 - April 30, 2027	\$31.46 / Cu. Yrd				
May 1, 2027 - January 1, 2028	\$32.59 / Cu. Yrd				
Synagro		10%	Bond		1
May 1, 2025 - April 30, 2026	\$30.95 / Cu. Yrd				
May 1, 2026 - April 30, 2027	\$30.95 / Cu. Yrd				
May 1, 2027 - January 1, 2028	\$31.88 Cu. Yrd				
Dahm Enterprises		10%	No Bid Bond		1
May 1, 2025 - April 30, 2026	\$35.50 / Cu. Yrd				
May 1, 2026 - April 30, 2027	\$36.60 Cu. Yrd				
May 1, 2027 - January 1, 2028	\$38.00 / Cu. Yrd				



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	FY26 Wetlands Management Services for the Eagle Brook and On Brentwood's Pond Subdivisions		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	April 21, 2025		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: QIS I			
Estimated Cost: \$45,200	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The FY26 Budget provides funding within SSA#11, Eagle Brook and SSA #32, On Brentwood's Pond, to perform Wetland Management Services. The current provider, Hampton Lenzini and Renwick, Inc. (HLR) has performed this service since this maintenance activity was assumed by the city in 2011. Attached for your review is their March 2024 proposal which includes conducting a site assessment for water quality, issuing monitoring reports, invasive plant control, native plant installation and 10 drainage channel maintenance treatments. Their proposal included an optional second- and third-year renewal options at the FY25 rates dependent upon approval by the City Council. Staff, local homeowners, and the Eaglebrook Golf Course owners have been pleased with their previous work and their responsiveness to issues and recommends that the City extend the contract through FY26.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • HLR Proposal 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of a Resolution Authorizing Execution of Professional Services Agreement with Hampton, Lenzini and Renwick, Inc. of Elgin, Illinois for Wetlands Management Services for Eagle Brook and On Brentwood's Pond Subdivisions in the amount not to exceed \$45,200.</p>			

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT TO PERFORM THE FY26
WETLANDS MANAGEMENT SERVICES FOR THE EAGLE BROOK AND
ON BRENTWOOD’S POND SUBDIVISIONS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the Professional Services Agreement to complete the FY26 Wetlands Management Services for the Eagle Brook and On Brentwoods Pond Subdivisions, in the form attached hereto at Exhibit “A.”

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2025

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

March 13, 2024

Mr. Rich Babica
Director of Public Works
City of Geneva
1800 South Street
Geneva, Illinois 60134

**Re: Eagle Brook and On Brentwood Pond Native Area Management Sites – 2024-2025 with optional renewal for 2025-2026
Geneva Public Works Department Environmental Agreement**

Dear Mr. Babica:

We have prepared this letter to serve as the agreement between the City of Geneva and our firm for environmental services requested to manage the Eagle Brook subdivision and On Brentwood Pond wetlands located in Geneva, Illinois.

Eagle Brook is a 72-acre site that includes a main wetland with a channel on the west side. Our team has had the opportunity to manage the Eagle Brook site since 2011, giving us detailed insight and understanding of the challenges including invasive species, beaver activity, and drainage concerns.

On Brentwoods Pond is an approximately 1.5-acre naturalized basin located at the southwest corner of Peck Road and Keslinger Road. HLR has been managing this pond since November 2016. Our first priority was cleaning out the built-up vegetation within the outlets and inlets since the site was experiencing drainage issues. Mechanical and chemical control of woody and herbaceous invasive species have been our focus since the 2017 season. Selective removal of woody species has helped reveal views of the pond for adjacent residences, while eliminating fast-spreading, undesirable herbaceous plants has allowed native populations to flourish. Our objective going forward will be to continue this dual methodology to increase the functionality of the pond and enhance the aesthetics of the site.

Management Scope of Services

Our management objectives will prevent invasive spread, reduce total coverage of invasives, and establish a self-sustaining ecosystem of native plants that can compete in the habitat. We will install aggressive native species that can compete with the invasives.

A combination of maintenance techniques will be utilized on the site. The most effective treatment, based on ecological and economic factors, will be implemented. HLR is proposing a combination of mechanical removal, herbiciding, and mowing, to enhance the native ecosystem and wetland vegetation quality.

Chemical Invasive Control

Herbicide can be a very effective means of controlling invasive species. The plant communities will be monitored for invasive species including, but not limited to purple loosestrife, reed canary grass and common reed. If populations of these species appear or begin to increase, they will be controlled by “wick” or directed (shielded spray) application of an approved systemic herbicide when the plants reach leaf/flowering stage, but preferably prior to seed head formation, in early summer, with the following exceptions: common reed is best controlled during the flowering stage in late summer, reed canary grass is best controlled in spring just prior to flowering (around May 15) or in fall. Inspections for invasive species will be conducted early in the growing season (between May 1st and June 1st).

The Illinois EPA requires a permit for the application of pesticides on or near water bodies. HLR will apply for a National Pollutant Discharge Elimination System (NPDES) permits for Eagle Brook Subdivision wetlands and On Brentwood

1707 N. Randall Road
Suite 100
Elgin, Illinois 60123
Tel. 847.697.6700
Fax 847.697.6753

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

380 N. Terra Cotta Road
Unit G
Crystal Lake, Illinois 60012
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P.O. Box 160
Mt Carmel, Illinois 62863
Tel. 618.262.8651
Fax 618.263.3327

Pond. All herbicide applications will be conducted under the supervision of a wetland specialist. A water safe, systemic herbicide will be utilized for this site. The application of herbicides will be performed only by persons licensed or certified in the State of Illinois for pesticide/herbicide application. Herbicide use will be in strict compliance with all application rates, procedures, warning labels and applicable codes, standards and best management practices.

Mechanical Control

HLR is proposing to cut the sites via mowing or brush cutting after all invasives have been successfully treated with herbicide. Mechanical control includes cutting, mowing and/or the digging up of individual plants by hand, with the intention of impeding a plant from reproducing by seed. Cutting or mowing close to the ground (weed-eater or hand-scythe) is effective means of control for annual species and may be implemented in select areas of the sites. Prairie mowing will only be conducted if it is necessary for invasive species control. The mowers will be set to a height of 8 to 12 inches above the ground surface which allows annual invasive seed heads to be cut off and does not damage native plants.

Enhancement

Seeding areas is a very effective way of introducing new species. The areas where invasive species are eliminated will be seeded with a customized wetland or prairie seed mix, as necessary. Introducing additional native species will limit habitat for invasive species and prevent future issues. Prairie areas will be overseeded with an aggressive custom seed mix to combat invasive species, enhance the aesthetics of the site, and promote diversity of the ecosystem. In addition to native grasses, aggressive flowering natives that have very long blooming periods will be added, providing an attractive and constructive addition to the ecosystem.

We also will be enhancing the wetland areas with live native plants. As the cattail populations are reduced, the wetland areas will be supplemented with aggressive native species to prevent cattail and common reed seedlings from having space and light to grow. The native species provide habitat and enhance the ecosystem for local wildlife.

Fee Schedule

This proposal includes work proposed between May 2024 through April 2025.

Eagle Brook - May 2024 through April 2025	
Conduct a Floristic Quality Assessment (FQA) along 3 transect areas prior to maintenance work	\$1,100
Monitoring report	\$1,500
Invasive control along west channel	\$6,000
Invasive control within main wetland area, Fairways Circle berm mow	\$12,500
Native Wetland Seed Install	\$5,000
Native Wetland Plug Install (approximately 800 plugs)	\$3,300
Native Pollinator Live Plant Install (approximately 1,050 plugs)	\$4,400
Native Pollinator Shrub Install	\$1,500
Drainageway maintenance and debris removal – 10 treatments with hand tools	\$6,600
	\$41,900

On Brentwoods Pond – May 2024 through April 2025	
Invasive control for spillway	\$990.00
Inlet and outlet cleaning	\$660.00
Invasive tree removal	\$1,100.00
Native Wetland Seed/Shrub/Plant Install	\$550.00
	\$3,300.00

Optional renewal for work proposed between May 2025 through April 2026.

Eagle Brook – May 2025 through April 2026	
Conduct a Floristic Quality Assessment (FQA) along 3 transect areas prior to maintenance work	\$1,100
Monitoring report	\$1,500
Invasive control along west channel	\$6,000
Invasive control within main wetland area, Fairways Circle berm mow	\$12,500
Native Wetland Seed Install	\$5,000
Native Wetland Plug Install (approximately 800 plugs)	\$3,300
Native Pollinator Live Plant Install (approximately 1,050 plugs)	\$4,400
Native Pollinator Shrub Install	\$1,500
Drainageway maintenance and debris removal – 10 treatments with hand tools	\$6,600
	\$41,900

On Brentwoods Pond – May 2025 through April 2026	
Invasive control for spillway	\$990.00
Inlet and outlet cleaning	\$660.00
Invasive tree removal	\$1,100.00
Native Wetland Seed/Shrub/Plant Install	\$550.00
	\$3,300.00

Services not set forth above are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed above.

COMPENSATION

Billing Terms

For our services we will be paid the lump-sum amount of \$41,900.00 for Eagle Brook and \$3,300.00 for On Brentwood Pond from May 2024 through April 2025. We are including an optional renewal for the 2025-2026 year at the discretion of the City of Geneva for the same amount.

Payment Terms

City of Geneva
Eagle Brook Subdivision and On Brentwood Point
March 13, 2024

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

he Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

City of Geneva
Eagle Brook Subdivision and On Brentwood Point
March 13, 2024

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

City of Geneva
Eagle Brook Subdivision and On Brentwood Point
March 13, 2024

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with the City of Geneva's approval, please have the proper official sign and date where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at 847-697-6700.

Sincerely,

HAMPTON, LENZINI AND RENWICK, INC.



Erica Spolar
Executive Vice President

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Geneva for native area management activities from May 2024 to April 2025 set forth above.

By _____ Date _____
Title _____

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Geneva for native area management activities from May 2025 to April 2026 set forth above.

By _____ Date _____
Title _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	FY26 Water Treatment Plant Wetlands Maintenance Agreement		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	April 21, 2025		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: QIS I			
Estimated Cost: \$23,600	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The FY26 Budget provides funding to perform Wetland Management Services at the Water Treatment Plant (WTP). The current provider, Hampton Lenzini and Renwick, Inc. (HLR) has performed this service since this maintenance activity was assumed by the city in 2012. Attached for your review is their March 2024 proposal which includes issuing monitoring reports, invasive plant control, native plant installation and a prescribed burn and a winter overseed if site conditions allow. Their proposal included an optional second- and third-year renewal options at the FY25 rates dependent upon approval by the City Council. The WTP wetlands consist of approximately 19 acres and two ponds. Staff has been pleased with their previous work and their responsiveness to issues and recommends that the City extend the contract through FY26.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • HLR Proposal 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of a Resolution authorizing the City Administrator to execute a contract with Hampton, Lenzini and Renwick, Inc. of Elgin, Illinois to complete the FY26 Water Treatment Plant Wetlands Management Agreement in the amount not to exceed \$23,600.</p>			

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT TO PERFORM THE FY26
WATER TREATMENT PLANT WETLANDS MANAGEMENT SERVICES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Proposal to complete the FY26 Water Treatment Plant Wetlands Management Services, in the form attached hereto at Exhibit "A."

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2025

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

March 14, 2024

Mr. Rich Babica
City of Geneva
1800 South Street
Geneva, Illinois 60134

**Re: Geneva Water Treatment Plant Native Area Management Site 2024-2025 with Optional Renewal in 20-25-2026
Geneva Public Works Department Environmental Agreement**

Dear Mr. Babica:

We have prepared this letter to serve as the agreement between the City of Geneva and our firm for environmental services requested to manage the Water Treatment Plant native areas located in Geneva, Illinois. This proposal includes work to be completed from May 2024 through April 2025 with an optional renewal for May 2025 through April 2026.

Geneva Water Treatment Plant is an approximately 19-acre site comprised of two ponds and frontage area. HLR has conducted management activities at the Geneva Water Treatment facility since 2012. In this time, we have made significant progress in managing invasive species on site, as well as increasing the diversity of native species. Each year, the site continues to improve, and less management is required to maintain the areas in good condition. This reduction of resources in well managed areas allows us to expand our treatment area and focus more resources on the poorer quality areas of the site.

Management Scope of Services

Our management objectives will prevent invasive spread, reduce total coverage of invasive herbaceous and woody species, and establish a self-sustaining ecosystem of native plants that can compete in the habitat. We will install aggressive high-quality species that will augment the already-thriving native populations and compete with the undesirable vegetation.

A combination of maintenance techniques will be utilized on the site. The most effective treatment, based on ecological and economic factors, will be implemented. HLR is proposing a combination of mechanical removal, herbicide application, prescribed burning and enhancement via custom native seed installation to strengthen the native ecosystem and wetland vegetation quality.

Chemical Invasive Control

Herbicide can be a very effective means of controlling invasive species. The plant communities will be monitored for invasive species including, but not limited to purple loosestrife, reed canary grass and common reed. If populations of these species appear or begin to increase, they will be controlled by "wick" or directed (shielded spray) application of an approved systemic herbicide when the plants reach leaf/flowering stage, but preferably prior to seed head formation, in early summer, with the following exceptions: common reed is best controlled during the flowering stage in late summer, reed canary grass is best controlled in spring just prior to flowering (around May 15) or in fall. Inspections for invasive species will be conducted early in the growing season (between May 1st and June 1st).

The Illinois EPA requires a permit for the application of pesticides on or near water bodies. HLR will apply for a National Pollutant Discharge Elimination System (NPDES) permits for the Geneva Water Treatment Plant. All herbicide applications will be conducted under the supervision of a wetland specialist. A water safe, systemic herbicide will be utilized for this site. The application of herbicides will be performed only by persons licensed or certified in the State of

Illinois for pesticide/herbicide application. Herbicide use will be in strict compliance with all application rates, procedures, warning labels and applicable codes, standards and best management practices.

Mechanical Control

HLR is proposing to cut the sites via mowing or brush cutting after all invasives have been successfully treated with herbicide. Mechanical control includes cutting, mowing and/or the digging up of individual plants by hand, with the intention of impeding a plant from reproducing by seed. Cutting or mowing close to the ground (weed-eater or hand-scythe) is effective means of control for annual species and may be implemented in select areas of the sites. Prairie mowing will only be conducted if it is necessary for invasive species control. The mowers will be set to a height of 8 to 12 inches above the ground surface which allows annual invasive seed heads to be cut off and does not damage native plants.

Prescribed Burning

We propose to burn the Water Treatment Plant site in Fall or Winter of each year, if conditions permit. HLR will secure the required burn permits from the IEPA and will notify neighbors, fire departments, and local law enforcement prior to initiating the prescribed-burning process. The cost for permit application is included in the burn cost. Please note that the burn permit application process requires 90 days.

HLR will provide the following as part of this proposal: Trained firefighters, wildland fire engine, water tender truck as needed and prescribed fire equipment. HLR shall not be liable for: stopping the burn for safety reasons; damage to plants/tree/shrubs within or adjacent to the burn area; evergreen heat damage noticed after burn, environmental damage from smoke/fire; use of water sources onsite; chopping up and/or cutting burning snags, logs, brush, trees, grass, etc., to insure complete extinguishment; or driving on the burn area, paths, private roads, etc., with Wildland fire engine for the purpose of Wildland fire control. HLR shall not be liable for any extra person(s) not employed or representing HLR attending the burn.

HLR will attempt to burn the site to the greatest extent possible. Site conditions, weather and other unforeseen circumstances might limit the burn. Areas may appear black, unburned and patchy depending on the conditions. Wet areas will not burn. Nearby exposures such as valuable landscape plants, building exposures, traffic concerns, etc., may cause incomplete or poor burn results because extremely hot fires would not be safe around these areas. Environmental conditions will determine the amount burned on the burn day. Damage can occur to plants within the burn area from heat, smoke and extinguishment practices for which HLR cannot be held liable. HLR may use Class A Firefighting foam for extinguishment.

Enhancement

Seeding areas after a prescribed burn is a very effective way of introducing new species. The areas where invasive species are eliminated will be seeded with a customized wetland or prairie seed mix, as necessary. Introducing additional native species will limit habitat for invasive species and prevent future issues. After the burn, prairie areas will be overseeded with an aggressive custom seed mix to combat invasive species, enhance the aesthetics of the site, and promote diversity of the ecosystem. In addition to native grasses, aggressive flowering natives that have very long blooming periods will be added, providing an attractive and constructive addition to the ecosystem.

We also will be enhancing the wetland areas with live native plants. As the cattail populations are reduced, the wetland areas will be supplemented with aggressive native species to prevent cattail and common reed seedlings from having space and light to grow. The native species provide habitat and enhance the ecosystem for local wildlife.

Fee Schedule

This proposal includes work for May 2024 through April 2025.

Geneva Water Treatment Plant – May 2024 through April 2025 Maintenance Activities	
Annual monitoring and letter update by an ecological professional	\$300
Invasive species control via herbicide applications by an Illinois Certified Applicator	\$8,000
Mechanical control of weedy vegetation in full bloom to prevent seeding	\$2,800
Native wetland plug install in shoreline areas (approximately 700 plugs)	\$2,500
Prescribed burn and overseed in Winter 2024/25 if weather and site conditions permit	\$10,000
Total	\$23,600

This proposal includes an optional renewal for work for May 2025 through April 2026.

Geneva Water Treatment Plant – May 2025 through April 2026 Maintenance Activities	
Annual monitoring and letter update by an ecological professional	\$300
Invasive species control via herbicide applications by an Illinois Certified Applicator	\$8,000
Mechanical control of weedy vegetation in full bloom to prevent seeding	\$2,800
Native wetland plug install in shoreline areas (approximately 700 plugs)	\$2,500
Prescribed burn and overseed in Winter 2025/26 if weather and site conditions permit	\$10,000
Total	\$23,600

Services not set forth above are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed above.

COMPENSATION

Billing Terms

For our services we will be paid the lump-sum amount of \$23,600.00 from May 2024 through April 2025. We are including an optional renewal for the 2025-2026 year at the discretion of the City of Geneva for the same amount.

Payment Terms

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the

Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both

City of Geneva
Water Treatment Plant
March 14, 2024

the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with the City of Geneva's approval, please have the proper official sign and date where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at 847-697-6700.

Sincerely,

HAMPTON, LENZINI AND RENWICK, INC.



Erica Spolar
Executive Vice President

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Geneva for native area management activities from May 2024 to April 2025 set forth above.

By _____ Date _____
Title _____

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Geneva for native area management activities from May 2025 to April 2026 set forth above.

By _____ Date _____
Title _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	FY26 Mosquito Abatement		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	April 21, 2025		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: QIS I			
Estimated Cost: \$56,444.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The FY26 Budget provides \$60,000 within the General Fund to conduct Mosquito Abatement within the City. The current provider, Clarke Environmental has verified that the optional renewal rate offered in FY25 will be valid for FY26 and will include the following services; conducting an aerial survey to identify breeding sites, maintaining a customer service center to respond to nuisance issues and customer care, maintain traps to surveil adult population for disease vectors, larval control and adulticide applications if necessary. Clarke Environmental has conducted mosquito abatement for the city since 2015 and staff is confident in their ability to continue to provide this service. Also attached are copies of FAQ pages from the CDC, IDPH and Kane County Health Department with additional information.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Clarke Environmental Mosquito Management, Inc. • FAQ pages for CDC, IDPH and Kane County Health Department 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of a Resolution Authorizing Execution of Service Agreement with Clarke Environmental Mosquito Management, Inc. of St. Charles, Illinois to conduct the FY26 Mosquito Abatement Program in the amount not to exceed \$56,444.00 annually.</p>			

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING EXECUTION OF
A SERVICE AGREEMENT TO CONDUCT THE MOSQUITO ABATEMENT
PROGRAM FOR FY26**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Service Agreement to complete the FY26 Mosquito Abatement Program for the City of Geneva, in the form attached hereto at Exhibit "A."

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2025

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

Clarke Environmental Mosquito Management, Inc. 2024 Service Agreement | City of Geneva

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – citizens may report nuisance mosquitos at www.clarkeportal.com/hotline or 800-942-2555
- E. Comprehensive Insurance Coverage naming the City of Geneva additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the City of Geneva representative and inform him of the impending brood arrival.)
- B. Survey & Mapping
 - 1. Program provides for larval site survey map of potential mosquito breeding areas for the community.
- C. Arbovirus Surveillance:
 - 1. Gravid Trap: Operation of one (1) traps to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing RAMP technology for West Nile Virus.
 - 2. Clarke New Jersey Light Trap Network: Operation of four (4) traps within the City of Geneva to monitor and evaluate adult mosquito activity.
 - 3. Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- D. Weather Monitoring – Operational Forecasts

Clarke Environmental Mosquito Management, Inc. 2024 Service Agreement | City of Geneva

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring:
 - 1. One (1) complete inspections of all sites as outlined by most recent Clarke GIS Survey.
 - 2. Three (3) targeted inspections of all breeding areas as determined by the Clarke Targeted Mosquito Management System™.
 - 3. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control treatments will be performed with *Bacillus sphaericus*, *Bacillus thuringiensis israelensis* - Bti, methoprene, temephos, and/or Natular® (Spinosad) mosquito larvicide as described in the following sections.
 - 1. Helicopter Larval Control: Treatments using a single brood product of all acres for floodwater mosquito control.
 - 2. Catch Basins: One treatment of all catch basins, inlets and manholes using an extended residual slow release insecticide for up to 150 day control.

Part IV. Adult Control will be performed with Duet, Biomist, or other pyrethroid mosquito adulticide as described in the following sections.

- A. Adulticiding in mosquito harborage areas:
 - 1. Four (4) scheduled truck Ultra Low Volume (ULV) treatments using a pyrethroid insecticide for any community special events. (Swedish Days)
- B. Adulticiding in Residential Areas:
 - 1. Four (4) community-wide truck ULV treatments of all streets using Duet, Biomist®, or other pyrethroid insecticide.
- C. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

Total 2024 Estimated Price

\$56,444.00

Clarke Environmental Mosquito Management, Inc. 2024 Service Agreement | City of Geneva

Agreement Payment Plan:

For Parts I, II, III and IV as specified in the 2024 Service Agreement, the total for 2024 program is \$56,444.00. Any additional treatments beyond the core program will be invoiced when the treatment is completed. City of Geneva has the option to extend this program for 2025 and 2026 at rates not to exceed the annual Cost of Living Allowance C.O.L.A.

PAYMENT PLAN

Month	2024
June 1	\$28,222.00
July 1	\$28,222.00
TOTAL	\$56,444.00

Approved Contract Period and Agreement:

Please check one of the following contract periods:

2024 thru 2026 Season

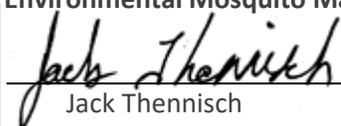
(New areas to be covered in 2025 - 2026 will be pro-rated to the program price at the rates in effect at the time.)

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

For City of Geneva:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management Inc.:

Name:  Title: Control Consultant Date: 3/25/24
Jack Thennisch

Clarke Environmental Mosquito Management, Inc. 2024 Service Agreement | City of Geneva

Administrative Information (Please complete the information below to update your files):

Invoice Address:

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Office Phone: _____ Fax: _____ P.O. # _____

E-Mail Address for Invoices: _____ County: _____

****In an effort to be sustainable, please provide an email address where invoices will be sent.**

Treatment Address (if different from above):

Address: _____

City: _____ State: _____ Zip _____

County: _____

Contact Details:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Details:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Jack Thennisch
675 Sidwell Ct. St Charles, IL 60174 or Fax at (630) 443-3070

Babica, Rich

From: Jack Thennisch <JThennisch@clarke.com>
Sent: Monday, March 31, 2025 11:44 AM
To: Babica, Rich
Subject: RE: [EXT] City of Geneva Mosquito Abatement

CAUTION: This email originated from outside the City of Geneva. Exercise caution when opening attachments or on clicking links from unknown senders.

Hi Rich,

Thank you for reaching out, the communication piece will not affect our rates. We will be providing some guidance on wording in regarding the communication requirement prior to the start of the season.

The renewal thru 2026 is still acceptable.

I hope you are well !

Best,

Jack

Jack Thennisch
Control Consultant



jthennisch@clarke.com

675 Sidwell Court

St. Charles, IL 60174

Office: 630-671-3129

Cell: 847-909-5927

Fax: 630-894-1774

From: Babica, Rich <rbabica@geneva.il.us>
Sent: Friday, March 28, 2025 3:05 PM
To: Jack Thennisch <JThennisch@clarke.com>
Subject: [EXT] City of Geneva Mosquito Abatement

Jack,

Its getting to be about that time again for mosquito abatement.

As I understand, adulticide applications for health related issues are exempt for the notice requirement, although we are still going to issue notices through our Communications Coordinator.

Will that have any impacts on the contract renewal rates?

Last year you provided an option for renewal through 2026. Is this still acceptable?

Rich Babica

Director of Public Works
City of Geneva, Illinois
1800 South Street
Geneva, Illinois 60134
630.232.1501



West Nile Virus

Aerial Spraying

What You Need to Know About Aerial Spraying

Airplanes and helicopters can be used to treat very large areas with [larvicides](#) or [adulticides](#) to kill mosquito larvae or adult mosquitoes. This process is called aerial spraying. Aerial spraying is used to:

- Control and reduce the number of mosquitoes that can spread viruses. This can reduce your chances of getting sick.
- Control and reduce the number of nuisance mosquitoes that bother people but do not spread viruses.

Mosquito control districts or local government departments track both nuisance mosquitoes and mosquitoes that can spread viruses. When large numbers of nuisance or infected mosquitoes are found or when people in a large area are getting sick, airplanes and helicopters can treat very large areas with insecticides safely, quickly, and efficiently.

What does insecticide spraying do?

Airplanes and helicopters spray products that quickly kill either adult mosquitoes or mosquito larvae to reduce the number of mosquitoes in an area.

- Spraying larvicides kills mosquito larvae that hatch from eggs.
- Spraying adulticides quickly kills flying mosquitoes.
- Both larvicides and adulticides temporarily reduce the number of mosquitoes in an area, but do not permanently get rid of them.

How does aerial spraying work?

- Aerial spraying uses very low volumes of either adulticide or larvicide in areas where mosquitoes are present.
- Aerial spraying of larvicides can occur at any time. Aerial spraying of adulticides occurs when mosquitoes are most active and when pollinating insects are not active.
- Aerial spraying is more effective and faster than truck-mounted or handheld sprayers in treating large areas of land.

How will I know aerial spraying is going to take place?

The dates and times of aerial sprayings are typically announced in the local newspaper, on district websites and social media, through public service announcements, by telephone, or through door-to-door campaigns.

Do I need to leave the area during aerial spraying?

No. You do not need to leave an area during aerial spraying. When applied by a licensed vector control professional who follows label instructions, aerial spraying poses minimal risk to people, pets, animals, and the environment.

Because aerial spraying uses very low volumes of either adulticide or larvicide, you aren't likely to breathe or touch anything that has enough insecticide on it to harm you. There is a possibility that spraying larvicides, like Bti, or adulticides can cause eye irritation if a person is outside when spraying takes place.

Information on insecticides and health

- The Environmental Protection Agency oversees the registration of insecticides.
- The [National Pesticide Information Center \(NPIC\)](#) [🔗](#) provides information online or through a toll-free number, 1-800-858-7378.

- When aerial spraying is done correctly, it does not cause asthma attacks.
- When applied according to label instructions, EPA-registered insecticides do not pose a risk to human health or the environment.
- If people prefer to stay inside when spraying takes place they can, but it is not necessary.

Page last reviewed: September 24, 2020

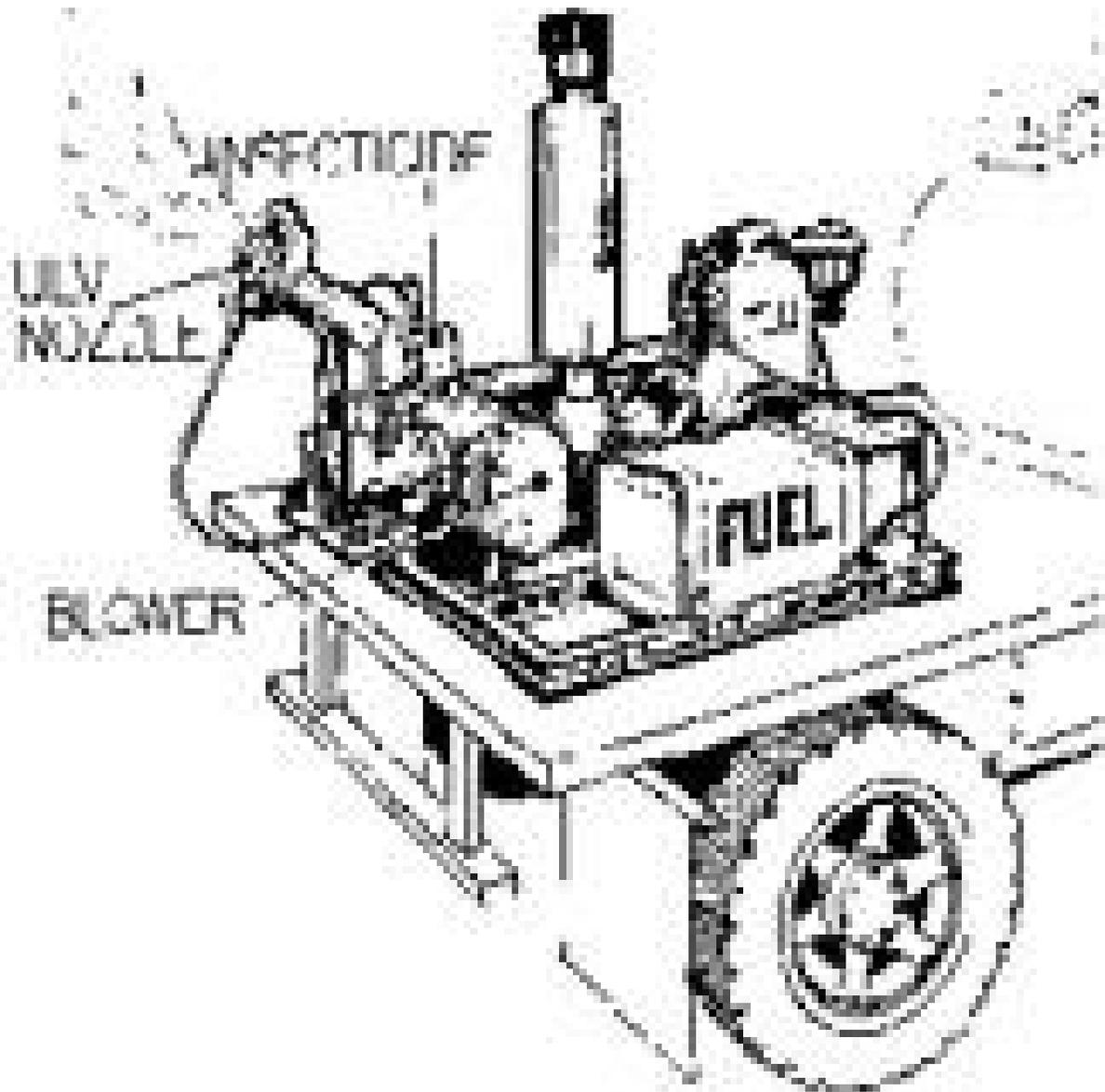
FAQs: Spraying for Adult Mosquitoes

How are adult mosquitoes controlled?

Mosquito control agencies use truck-mounted fogging units to apply insecticides as an ultra-low-volume (ULV) spray. ULV spray units dispense very fine aerosol droplets (fog) that stay aloft and kill mosquitoes on contact. The amount of insecticide sprayed by ULV units is small compared to the area treated, usually about 3 to 5 ounces per acre, which minimizes exposure and risks to people and the environment. Some communities have thermal foggers that use an oil carrier that is heated to disperse the pesticide in a dense smoke-like fog.

What agency conducts mosquito control in my town?

With a few exceptions, where mosquito control is conducted, it is locally funded and carried out by village or city governments. Some communities are part of a local government agency called a mosquito abatement district that receives local property taxes to conduct mosquito control operations.



Ultra-low-volume fogging unit

Why is the local government fogging for mosquitoes in my community?

Some communities decide to fog because of the nuisance caused by hoards of biting mosquitoes. In some situations, officials may decide to fog because testing of mosquitoes and wild birds may have shown that mosquito-borne West Nile virus or St. Louis encephalitis virus is present in the community. Contact your local government or mosquito control agency to determine why that agency has decided to fog for mosquitoes.

Why do they fog for mosquitoes when I am out taking my evening walk?

The best time to kill adult mosquitoes by fogging is at dusk, when they are most active and looking for food (mosquitoes feed on human or animal blood). The aerosol fog primarily targets flying mosquitoes, which is why the timing of the spray is critical.

Will local officials notify me before fogging?

There is no law in Illinois that requires local governments to notify citizens before fogging for mosquitoes. However, many mosquito control agencies will notify individuals who request notification before fogging begins. Contact your local government office or mosquito control agency if you wish to be notified.

What insecticides are used to fog for mosquitoes?

The most commonly used products are synthetic pyrethroid insecticides (such as Scourge[®] and Anvil[®]), pyrethrins and malathion. All insecticides used for mosquito control in Illinois must be registered with the U.S. Environmental Protection Agency (USEPA) and the Illinois Department of Agriculture (IDA). You can find fact sheets about some insecticides commonly used to kill mosquitoes on the USEPA web site, <<http://www.epa.gov/opp00001/factsheets/skeeters.htm>>.

How long does the fog kill mosquitoes?

During the fogging, flying mosquitoes within the treated area are killed. Although the local mosquito population is reduced for a few days, fogging does not prevent mosquitoes from re-entering the area.

If the city has been fogged for mosquitoes, are all mosquitoes in my area eliminated?

Fogging will kill only part of the mosquitoes in your area for a few days. Consequently, individuals should always use personal protection when mosquitoes are present:

- When possible, avoid places and times when mosquitoes bite.
- Wear light-colored protective clothing. Tightly woven materials that cover arms and legs provide some protection from mosquito bites. Keep trouser legs tucked into boots or socks, and collars buttoned.

- Make sure door and window screens fit tightly and all holes are repaired.
- Use mosquito netting when sleeping outdoors or in an unscreened structure, and to⁶⁹ protect small babies any time they are outside.
- If participating in outdoor activities when mosquitoes are biting, wear protective clothing (shoes, socks, shirt and long pants). For additional protection from mosquitoes, use an insect repellent. The more DEET a product contains, the longer the repellent can protect against mosquito bites. However, concentrations higher than 50 percent do not increase the length of protection. For most situations, 10 percent to 25 percent DEET is adequate. Apply repellents to clothes whenever possible; apply sparingly to exposed skin if label permits. Consult a physician before using repellents on young children.

Are the insecticides used for fogging safe?

The USEPA reviews and approves insecticides (and other pesticides) and their labeling to ensure those used to protect public health are applied by methods that minimize the risk of human exposure and adverse health and environmental effects. Generally, there is no need to relocate during mosquito control fogging. The insecticides have been evaluated for this use and have been found to pose minimal risk to human health and the environment when used according to label directions. For example, USEPA has estimated the exposure and risks to both adults and children posed by ULV aerial and ground applications of the insecticides malathion and naled.

For all the scenarios considered, exposures ranged from 100 to 10,000 times below the amount of pesticide that might pose a health concern. These estimates assumed several spraying events over a period of weeks and also assumed that a toddler would ingest some soil and grass in addition to dermal exposure. Other mosquito control insecticides pose similarly low risks. Nevertheless, because insecticides are inherently toxic, no pesticide is absolutely risk free. The likelihood of experiencing adverse health effects as a result of exposure to any pesticide depends primarily on the amount of pesticide that a person contacts and the amount of time the person is in contact with that pesticide. In addition, a person's age, sex, genetic makeup, lifestyle and/or general health characteristics can affect his or her likelihood of experiencing adverse health effects as a result of exposure to insecticides. Although mosquito control insecticides pose low risks, some people may prefer to minimize or to avoid exposure to these chemicals. Here are some common sense steps to help reduce possible exposure to insecticides:

- Listen and watch for announcements in the local media about fogging for mosquitoes and remain indoors during the application in your neighborhood.
- If possible, remain inside whenever fogging takes place.
- People who suffer from chemical sensitivities or feel fogging could aggravate a preexisting health condition should consult their doctor or local health department and take special measures to avoid exposure.

- Close windows and doors and turn off your air conditioning (or set it to circulate indoor air) when fogging is taking place in the immediate area.

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- Do not let children play near or behind truck-mounted applicators when they are in use. To ensure the fogging trucks have left the area, keep children inside during fogging and for about one hour after fogging.
- Bring pets inside and cover ornamental fish ponds to avoid direct exposure.
- Consult your doctor if you think you are experiencing health effects from the fogging.
- More information about spraying for adult mosquitoes may be found on the USEPA's Web site: <<http://www.epa.gov/pesticides/citizens/pmcfcs.pdf>>.

Do I need to wash home-grown fruits and vegetables after the mosquito fogging?

The amount of insecticide used to fog for adult mosquitoes is much smaller than that used to spray fruit and vegetable insect pests. However, it is always a good idea to wash fruits and vegetables before eating them to remove soil and other contaminants.

What should I do if I have medical questions about insecticides?

- If you suspect that you are reacting to an insecticide, call your physician or local poison control center. The Illinois Poison Center emergency telephone number is **1-800-222-1222**; 312-906-6185 (TTY/TDD).
- Additional information about the active ingredients in insecticides may be obtained from the National Pesticide Information Center (NPIC) at 1-800-858-7378 from 8:30 a.m. to 6:30 p.m. (Central time) seven days a week, excluding holidays; or visit NPIC's Web site at <<http://npic.orst.edu/>>.

Will the fogging kill birds or other large animals?

During the pesticide registration process, USEPA considers the effect of insecticides on wildlife. If the insecticide is applied according to label directions, wildlife should not be killed or injured with the exception of insects similar in size to mosquitoes. If you have any concerns about this issue after they have sprayed in your area, contact IDA.

Are individuals who do mosquito control required to be licensed?

Yes, all individuals who use insecticides to control mosquitoes are required to be licensed by IDA. There are two exceptions: homeowners who fog for mosquitoes on their own residential property

and individuals who use certain insecticides to treat tires for mosquitoes at tire shops, tire recycling sites and similar businesses. For information about mosquito control licensing, call IDA at 217-785-2427.

Can I fog my backyard for mosquitoes?

If you choose to fog your yard for mosquitoes, be sure to use only insecticides labeled for control of adult mosquitoes. Be sure to follow the label directions exactly. However, spraying your backyard with an insecticidal fog or mist is effective only for a short time. If the insecticide label permits, spraying dense vegetation like that found along the edge of a woods where mosquitoes rest will last somewhat longer. Mosquitoes will return when the effect of the spray has ended.

Can I treat a depression that floods in my backyard for mosquitoes?

If the depression floods for 10 or more days, it can produce mosquitoes. However, use ONLY insecticides that are labeled for treating water for mosquitoes. Small impoundments of water can be treated for mosquito larvae with "Bti," a bacterial insecticide. One product that is available at many hardware stores for this purpose is doughnut-shaped Bti briquets (Mosquito Dunks[®]). Be sure to follow the insecticide label directions exactly.

Can communities use other methods to control mosquitoes besides fogging?

Yes, some communities conduct community-wide mosquito abatement programs. Whenever possible, the primary effort of such programs should be identification of mosquito-breeding sites, followed by removal or treatment of these sites with an insecticide used for control of mosquito larvae (the immature form of a mosquito). Also, homeowners should remove old tires and other unused water-holding containers, change the water in birdbaths, and drain wading pools weekly. Insect light electrocutors ("bug zappers") or sound devices do little to reduce biting mosquitoes in an area. Installing bird or bat houses to attract these insect-eating animals has been suggested as a method of mosquito control. However, there is little scientific evidence that this significantly reduces the mosquito population around homes. More information about mosquito control methods may be found at <<http://www.epa.gov/pesticides/citizens/mosquitojoint.htm>>.

Where can I get more information on West Nile virus?

Call your local health department or the Illinois Department of Public Health at the telephone numbers listed below, or visit the [Department's Web site](#), and the U.S. Centers for Disease Control and Prevention's West Nile virus Web site: <http://www.cdc.gov/ncidod/dvbid/westnile/index.htm>



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West Nile Virus Information

[West Nile Virus Statistics for Kane County](#)

To report dead birds, contact Kane County Health Department at: 630-444-3040.

Dead birds are picked up Monday thru Friday, 8:30 a.m. to 4:30 p.m.

Contact your local City/Village/Township Administrator to learn more about your local Mosquito Abatement Program.

Most common birds to carry West Nile virus:

CROWS

Adult crows are about 17 to 21 inches in length, while juvenile crows are about 10 inches in length, or about the length of a person's forearm. Juvenile crows have brownish-black feathers. Crows are all black, including feathers, beak, legs and feet. The crow's nostrils are covered with bristles.

BLUE JAYS

Blue jays are 10 inches long and have a black sturdy bill and blue crest. They have a black eyeline and breastband and a greyish-white throat and underparts. The wings are bright blue with black bars and white patches. Blue jays have a long blue tail with black bars and white corners. Their legs are dark.

Help prevent breeding mosquitoes that carry West Nile & Zika

- ✓ Don't let standing water collect on your property!
- ✓ Check turned up garbage can lids, grill covers, and children's toys.
- ✓ Empty, clean & refill birdbaths & wading pools frequently.



Links & Resources

[Are you prepared? What you need to know about West Nile virus](#)

[West Nile Fact Sheet IDPH](#)

[West Nile Fact Sheet CDC](#)

[West Nile Poster from IDPH - English](#)

[West Nile Poster from IDPH - Spanish](#)

[Illinois Department of Health Website West Nile Page](#)

[Centers for Disease Control \(CDC\) West Nile Page](#)

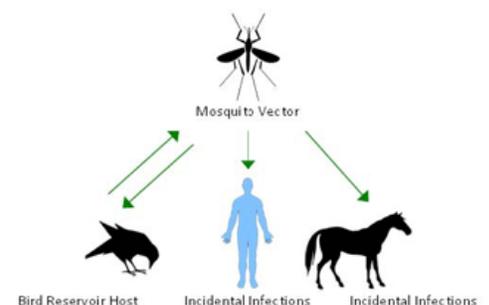
El virus del Nilo Occidental:

- [Prevención y control](#)
- [Síntomas y tratamiento](#)

FAQ

What Is West Nile?

West Nile virus is an arthropod-borne virus (arbovirus) most commonly spread by infected culex mosquitoes. West Nile virus can cause febrile illness, encephalitis (inflammation of the brain) or meningitis (inflammation of the lining of the brain and spinal cord). West Nile virus transmission has been documented in Europe and the Middle East, Africa, India, parts of Asia, and Australia. It was first detected in North America in 1999, and has since spread across the continental United States and Canada.



birds. Infected mosquitoes can then spread the virus to humans and other animals. In a very small number of cases, West Nile virus has been spread through blood transfusions, organ transplants, and from mother to baby during pregnancy, delivery, or breastfeeding.

Who is at risk for infection with West Nile virus?

Anyone living in an area where West Nile virus is present in mosquitoes can get infected. West Nile virus has been detected in all lower 48 states (not in Hawaii or Alaska). Outbreaks have been occurring every summer since 1999. The risk of infection is highest for people who work outside or participate in outdoor activities because of greater exposure to mosquitoes.

Is there a vaccine available to protect people from West Nile virus?

No. Currently there is no West Nile virus vaccine available for people. Many scientists are working on this issue, and there is hope that a vaccine will become available in the future.

How soon do people get sick after getting bitten by an infected mosquito?

The incubation period is usually 2 to 6 days but ranges from 2 to 14 days. This period can be longer in people with certain medical conditions that affect the immune system.

What are the symptoms of West Nile virus disease?

- **No symptoms in most people.** Most people (70-80%) who become infected with West Nile virus do not develop any symptoms.
- **Febrile illness in some people.** About 1 in 5 people who are infected will develop a fever with other symptoms such as headache, body aches, joint pains, vomiting, diarrhea, or rash. Most people with this type of West Nile virus disease recover completely, but fatigue and weakness can last for weeks or months.
- **Severe symptoms in a few people.** Less than 1% of people who are infected will develop a serious neurologic illness such as encephalitis or meningitis (inflammation of the brain or surrounding tissues). The symptoms of neurologic illness can include headache, high fever, neck stiffness, disorientation, coma, tremors, seizures, or paralysis. Recovery from severe disease may take several weeks or months. Some of the neurologic effects may be permanent. About 10 percent of people who develop neurologic infection due to West Nile virus will die.

Who is at risk for serious illness if infected with West Nile virus?

People with certain medical conditions, such as cancer, diabetes, hypertension and kidney disease are also at greater risk for serious illness. What should I do if I think a family member might have West Nile virus disease? Consult a healthcare provider for evaluation and diagnosis.

How is West Nile virus disease diagnosed?

Diagnosis is based on a combination of clinical signs and symptoms and specialized laboratory tests of blood or spinal fluid. These tests typically detect antibodies that the immune system makes against the viral infection.

What is the treatment for West Nile virus disease?

There are no medications to treat or vaccines to prevent West Nile virus infection. Over-the-counter pain relievers can be used to reduce fever and relieve some symptoms. People with milder symptoms typically recover on their own, although some symptoms may last for several weeks. In more severe cases, patients often need to be hospitalized to receive supportive treatment, such as intravenous fluids, pain medication, and nursing care.

When do most cases of West Nile virus disease occur?

Most people are infected from June through September.

How can people reduce the chance of getting infected?

The most effective way to avoid West Nile virus disease is to prevent mosquito bites:

- Use insect repellents when you go outdoors. Repellents containing DEET, picaridin, IR3535, and some oil of lemon eucalyptus and para-menthane-diol products provide longer-lasting protection.
- Wear long sleeves and pants from dusk through dawn when many mosquitoes are most active.
- Install or repair screens on windows and doors. If you have it, use your air conditioning.
- Help reduce the number of mosquitoes around your home. Empty standing water from containers such as flowerpots, gutters, buckets, pool covers, pet water dishes, discarded tires, and birdbaths.

 **COVID-19 UPDATES**

 General Information

 Vaccine Information

 Vaccination Appointments



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Aurora, IL 60506

Elgin, IL 60123

24-hour phone
630-208-3801

24-hour phone
630-208-3801

Non-emergency calls received after working hours
will be answered the next business day.

Contact
Employment
Services A-Z
FOIA
Kane County Government