

CITY OF BATAVIA
100 N. Island Ave., Batavia, IL 60510
(630) 454-2000 <http://www.cityofbatavia.net>
COMMUNITY DEVELOPMENT
Tuesday, February 26, 2012
7:30 p.m. – City Council Chamber 1st Floor

1. Roll Call
2. Approve Minutes-None
3. Items Removed/Added/Changed
4. Discussion: City Entrance Signs (Gary Holm 1/9/13)

Documents: [CITY SIGNS \(PDF\).PDF](#)

5. Resolution 13-33-R Authorizing Master Services Agreement With Wiss, Janney, Elstner Associates, Inc. (G.Holm 2/21/13)

Documents: [RES 13-33-R AUTHORIZING MASTER SERVICES AGRMT W WISS, JANNEY, ELSTNER ASSOCIATES INC.PDF](#)

6. Resolution 13-34-R Authorizing Task Order #1 With Wiss, Janney, Elstner Associates, Inc. For Feasibility Study Of The First Baptist Church Facility For The Not-To-Exceed Amount Of \$26,000.00. (G.Holm 2/21/13)

Documents: [RESOLUTION 13-34-R AUTHORIZING TASK ORDER 1 \(PDF\).PDF](#)

7. Resolution 13-35-R: Authorizing Revised License Agreements For Use Of City Right-Of-Way For Outdoor Seating (Scott Buening 2/21/13)

Documents: [RESOLUTION 13-35-R OUTDOOR SEATING 2013 FINAL \(PDF\).PDF](#)

8. Ordinance 13-10: An Ordinance Updating Historic District Classification For 335 First Street (Jeff Albertson 2/5/13)

Documents: [ORDINANCE 13-10 335 FIRST STREET UPDATE HISTORIC DISTRICT \(PDF\).PDF](#)

9. Ordinance 13-13: Annexation Of A Portion Of 910 Garfield Street (Scott Buening 2/19/13)

Documents: [ORDINANCE 13-13 910 GARFIELD ANNEX \(PDF\).PDF](#)

10. City Grants/Incentives (Jason Bajor2/26/13)

Documents: [CITY GRANT \(PDF\).PDF](#)

11. Streetscape
12. Project Status Update
13. Other

14. Matters From The Public

15. Adjournment

CITY OF BATAVIA

DATE: January 9, 2013
TO: City Services Committee
FROM: Gary Holm
SUBJECT: City Entrance Signs

The 2013 budget includes some funds for replacement of several existing city entrance signs. It is currently contemplated to replace the signs using a similar design. The total amount budgeted is \$3,000.

Staff received a request to explore the idea of redesigning and updating the signs. We are presenting this topic to Committee for discussion and for guidance on how to proceed.

Kirk Road and South of the Prairie Trail



Kirk Road and Fabyan Parkway



South Batavia Ave. at the West Batavia Cemetery



Randall Road South of Main Street



Route 25 and Fabyan Parkway



North Batavia Avenue south of Fabyan Parkway



CITY OF BATAVIA

DATE: February 21, 2013
TO: Community Development / City Services Joint Committees
FROM: Gary Holm
SUBJECT: Resolution 13-33-R Authorizing a Master Services Agreement with Wiss, Janney, Elstner Associates, Inc.

Prior to commencing with the Streetscape project, the City felt that the buildings along N. River Street needed to be evaluated from an architectural/structural engineering perspective. Three qualified consultants were identified and a contract was subsequently awarded.

In late 2012 Staff was directed to evaluate the Baptist Church facility for potential re-use. Staff sought updated qualifications and cost proposals from the three qualified consultants who had been previously identified. Two of the consultants responded.

Staff has reviewed the consultant submittals and feels that both firms would be highly qualified to perform the work. Both firms have extensive experience evaluating structures for potential re-use. Upon review Staff felt that one firm, Wiss, Janney, Elstner Associates, Inc., demonstrated a higher level of experience with limestone structures. Based on this, **Staff is recommending approval of Resolution 13-33-R Authorizing a Master Services Agreement (MSA) with Wiss, Janney, Elstner Associates, Inc. (WJE)**

A generic MSA was presented to WJE as part of the RFQ/RFP process. Staff is currently working with WJE to finalize language. The current project timeline calls for presentation of a pre-final report at the April 23 joint CDC/CS meeting. This is predicated upon Council approval at the March 4 meeting. If we are unable to finalize terms with WJE prior to the March 4 meeting, then the project timeline will adjust with presentation of the pre-final report at the May 28 joint meeting.

**CITY OF BATAVIA
RESOLUTION 13-33-R**

Authorizing Master Services Agreement with Wiss, Janney, Elstner Associates, Inc.

WHEREAS, the City of Batavia owns and is responsible for maintenance of various buildings and structures; and

WHEREAS, the City has identified as part of its long-term strategic plan a need to maintain and/or rehabilitate said buildings and structures; and

WHEREAS, the City desires to contract with a qualified professional consultant to provide guidance related to maintenance and rehabilitation efforts;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to execute a Master Services Agreement with Wiss, Janney, Elstner Associates, Inc. which is attached hereto as Exhibit A.

PRESENTED to the City Council of the City of Batavia, Illinois, on the ___ day of March, 2013.

PASSED by the City Council of the City of Batavia, Illinois, on the ___ day of March, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, on the ___ day of March, 2013.

Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	0 Nays	Absent	0 Abstention(s) counted as _____					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Heidi Wetzel, City Clerk

RESOLUTION 13-33-R
Exhibit A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2013 by the CITY OF BATAVIA, 100 North Island Ave, Batavia, IL 60510, hereinafter called the CITY, and Wiss, Janney, Elstner Associates, Inc., hereinafter called the CONSULTANT.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONSULTANT: The CITY, acting pursuant to its vested authority, does hereby hire the CONSULTANT and the CONSULTANT agrees to perform professional architecture, engineering and management services as requested by the CITY as more fully described and on the terms provided herein below. Mr. Gary Holm, P.E., Public Works Director, or designated representative, will act as the liaison for the CITY and _____, or designated representative, will act as liaison for the CONSULTANT for administration of this Agreement. This Agreement for Professional services can only be amended or revised by a written agreement signed by both parties.

The relationship of the CONSULTANT to the CITY shall be that of an independent CONSULTANT rendering professional services. The CONSULTANT shall have no authority to execute contracts or to make commitments on behalf of the CITY and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the CITY and the CONSULTANT.

2. CHARACTER AND EXTENT OF SERVICES: The CONSULTANT shall perform certain professional architecture, engineering and management services as requested during the calendar year 2013. Such services to include the following types of work:
 - a. Architecture and Engineering tasks for various building projects but not limited to, development of studies, plans and reports; design, plans and specifications and contract documents; and assistance with grant and loan funding applications.
 - b. Design, plans, specifications, and services during construction for various building projects.
 - c. Project cost estimates, and reports.
 - e. Miscellaneous architecture and engineering tasks as requested.

- f. All Specifications, reports, and studies will be provided in .pdf format.

The CONSULTANT shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement. The CONSULTANT shall obtain, at its own expense, all permits and licenses, if any, that may be required to operate the business of the CONSULTANT by federal, state, and local regulations and laws.

3. TASK ORDERS/SPECIFIC HOURLY RATE BASIS: Prior to commencement of any service to be performed through a task order, the CITY and CONSULTANT shall mutually agree upon and execute a task order for the specified service utilizing the general form of task order attached hereto as Exhibit "B" and by this reference incorporated herein. The task order shall describe the services to be provided, the time for performance of the service, the fee provisions for the services, and any provisions additional to this agreement. Execution by the CITY and CONSULTANT of subsequent task orders shall incorporate such subsequent task orders into this agreement.

Services to be performed on a specific hourly rate basis shall not require a task order, but shall only be performed upon authorization from the City Administrator or designated Department Head.

4. ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY: The CITY will provide or perform the following:
 - a. Provide full information as to CITY requirements of the Project.
 - b. Assist the CONSULTANT by placing at his disposal all available information pertinent to the site of the Project including previous reports, calculations, drawings, plats, reports, surveys, utility records, and any other data relative to design and construction of the Project.
 - c. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
 - d. Advertise for hearings and proposals for bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
 - e. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

5. COMPLETION TIMES: The services called for under the various phases of Section 2 of this Agreement shall be completed as follows:

Services required for these tasks shall be completed within the times mutually determined by the CITY and the CONSULTANT.

6. PROFESSIONAL FEES: For the services furnished by the CONSULTANT as described under Section 2 and Section 3 of this Agreement, the CITY agrees to pay the CONSULTANT the fees as set forth herein:

According to Exhibit A - Schedule of Hourly Rates on a time spent basis plus reimbursement for direct non-salary expenses such as laboratory testing, soil reports, reproduction expenses, out of town travel costs, long distance telephone calls, and outside consultants. Outside subconsultant's billings shall be marked up by a factor of _____ times the subconsultant billing.

7. PAYMENT: Monthly payments, payable according to Section 8 of this Agreement, based on the documented amount due.

8. CITY PAYMENT SCHEDULE: The CITY will process for payment all statements received by the 10th day of each month for work done from the 1st day of the prior month.

9. FACILITIES TO BE FURNISHED BY THE CONSULTANT: The CONSULTANT shall furnish and maintain a central office, drafting space, and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established consulting engineering and surveying practice.

10. TERMINATION: The CITY or CONSULTANT may terminate this Agreement by giving thirty (30) days written notice to the other party. In such event, the CITY shall forthwith pay the CONSULTANT in full for all work previously authorized and performed prior to notice of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any consulting engineer thereafter retained by the CITY in making available information developed as the result of work previously performed by the CONSULTANT. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon completion of all applicable requirements of the Agreement.

The City may, at any time by written order, require the CONSULTANT to stop all or part of the services required by this Agreement. Upon receipt of such an order the CONSULTANT shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided, they are deemed reasonable by the City.

The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the CONSULTANT if the City is dissatisfied with the services of the CONSULTANT, provided that the City has previously notified the CONSULTANT of its dissatisfaction in writing stating the reasons therefor and allowing the CONSULTANT a minimum of thirty (30) days to adjust and meet the City's expectations. The City further reserves the right to cancel the whole or part of the Agreement immediately for cause, if the CONSULTANT fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated, provided that notice is given in writing to the CONSULTANT of the default, and the CONSULTANT is given ten (10) days to cure the default or to begin curing the default and diligently continues to cure the default, if the default is of the nature that cannot be cured in such time. The CONSULTANT will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.

Should any of the key personnel become unavailable to work on the project, and no permanent substitute personnel reasonably satisfactory to the City is provided by the CONSULTANT within thirty (30) days, and/or no temporary replacement personnel is provided by the CONSULTANT immediately following the commencement of the subject Key Personnel's unavailability, the City may, at its election, declare such contract terminated and at an end, reserve the right to maintain and action to recover damages arising due to breach of contract

The City reserves the right to terminate in whole or any part of this Agreement, upon written notice to the CONSULTANT, in the event of default by the CONSULTANT. Default is defined as failure of the CONSULTANT to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.

The CONSULTANT shall be liable to the City for all excess costs for such similar supplies or service unless evidence is submitted to the City that in the sole opinion of the City clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the CONSULTANT.

Upon termination, the CONSULTANT shall cause to be delivered to the City all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the City. Cost of termination incurred by the CONSULTANT before the termination date will be reimbursed by the City only, if prior to the effective termination date, the City receives from the CONSULTANT a list of actions necessary to accomplish termination and the City agrees in writing that those actions be taken. Upon

receipt of the termination notice, the CONSULTANT shall stop all work until said Agreement is reached.

11. ARBITRATION: All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon such claim, dispute, or other matter in question would be barred by applicable statute of limitations.

The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction.

In the event of a claim, jurisdiction and venue shall be in KANE County, ILLINOIS.

12. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by the negligent act, omission, or failure of the CONSULTANT, its officers, agents and employees, in performing the work required by this Agreement.

The CONSULTANT shall secure and maintain in force throughout the duration of this Agreement, comprehensive general liability insurance naming the City as an additional insured written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury, \$1,000,000 per occurrence/aggregate for property damage and \$1,000,000 professional liability insurance.

The insurance provided by CONSULTANT shall be primary, and not contributory to any insurance purchased by the City. The certificate of insurance shall provided that it will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

The CONSULTANT shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the City, nor shall the CONSULTANT allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained

by the Sub. The CONSULTANT and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract.

If the CONSULTANT is providing architectural or engineering services, CONSULTANT shall also file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage.

In the event the CITY requires contractors or subcontractors working on CITY projects to acquire and provide proof of insurance covering public liability, death, and property damage naming the CITY as an insured, the CITY shall require said contractors or subcontractors to name the CONSULTANT as an additional insured.

13. ASSIGNMENT: The CONSULTANT shall not assign this Agreement, or any of the work or services covered by this Agreement, without the express written consent of the CITY.
14. STANDARD FOR PERFORMANCE: The CONSULTANT shall perform its services in accordance with generally accepted engineering and consultant standards and shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this Agreement. The CONSULTANT warrants that it is technically qualified and entirely conversant with the requirements of the work to be provided pursuant to this Agreement; and that it has sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.
15. OPINIONS OF COST: The CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, and its opinions of probable project or construction costs are to be made on the basis of its experience and qualifications and represents its judgment as an experienced and qualified Professional Engineer, familiar with the construction industry. However, the CONSULTANT cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from the opinions of probable costs prepared by it.
16. CONSTRUCTION AND SAFETY: The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incidental to work of contractors. It is the intent that the construction contractors will be held responsible for means and methods of construction and all safety issues.
17. SUBMITTAL REVIEW: Review of proposed contractor substitutions of materials and equipment by CONSULTANT is only for general conformance with the design concept of the Project and general compliance with the

information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements.

18. OWNERSHIP AND REUSE OF DOCUMENTS: The originals of all documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement shall remain the property of CONSULTANT and are instruments of service in respect of the Project. The CONSULTANT shall provide the CITY with reproducible copies of all documents, drawings, specifications, and other work products that shall be the property of the CITY. Such documents, drawings, and specifications are not intended nor represented by the CONSULTANT to be suitable for reuse by the CITY or others on extensions of the services provided for the intended project or on any other project. The basic survey notes and sketches, charts, computations, and other data prepared or obtained by the CONSULTANT pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the CONSULTANT, and the CITY shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The above provisions also apply to electronic media files. The CONSULTANT shall provide the CITY with "AutoCAD drawing (dwg)" and "pdf" files of work performed for and paid for by the CITY at the request of the CITY, with the following provisions:

- a. The documents are protected by the rules and regulations of U.S. Copyright Laws.
- b. The use or reuse of original or altered electronic files by the CITY or others the CITY has released these files to, except for the City's purposes stated herein, will be at the CITY's own risk and liability.
- c. The CONSULTANT shall be indemnified and held harmless by the CITY to the fullest extent of the law from any and all claims, suit, liability, demands, or costs arising out of the use or release of the information contained on the files except for the City's purposes stated herein.
- d. The CONSULTANTS shall perform its services in accordance with generally accepted engineering and consultant standards within the electrical power industry and shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this agreement.

19. CITY-PROVIDED INFORMATION: CONSULTANT is entitled to rely on all information furnished or to be furnished by CITY. CITY agrees to hold harmless and indemnify CONSULTANT, its officers, agents, and employees from any and all claims of any kind arising out of or relating to any claims caused by an error or omissions in information provided by the CITY which were the cause of the claim for damages and provided, further, that the CONSULTANT's reliance on such information was reasonable under the circumstances. All information, worksheets, reports, design calculations, plans, and specifications as provided by the City shall be the sole property of the City unless otherwise specified in this agreement.
20. THIRD-PARTY BENEFICIARIES: It is recognized that the services performed by CONSULTANT are for the benefit of the CITY and no other party. There are no third party beneficiaries to this Agreement.
21. ACCESS TO RECORDS CLAUSE: The CITY and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examination, excerpt, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the CONSULTANT for a period of three years after the completion of the CITY's project, unless a longer period is required to resolve audit findings or litigation. In such cases, the CITY shall request a longer period for record retention.
22. PROHIBITED INTERESTS: No member of the governing body of the CITY and no other elected or appointed officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the CONSULTANT shall take appropriate steps to assure compliance.
23. INTEREST OF CONSULTANT AND EMPLOYEES: The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.
24. NOTICE: Any notice relating to claims for damages or relating to allegations of default shall be in writing and shall be made by certified or registered mail, postage prepaid, return receipt requested, or reliable overnight courier, to the parties as follows:

If to CONSULTANT:

If to the CITY: City of Batavia
 Attention: Mr. Gary Holm
 200 N. Raddant Rd.
 Batavia, IL 60510

with copy to: City Attorney
 Attention: Kevin G. Drendel
 111 Flinn Street
 Batavia, IL 60510

26. NON-DISCRIMINATION: The CONSULTANT shall not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
27. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties. No other writing, discussion or any other communication about possible terms is to be construed as forming part of the agreement between the parties. Any terms and conditions submitted by the CONSULTANT as part of its proposal are specifically disavowed and such terms and conditions shall not supersede this Agreement
28. BINDING EFFECT: This Agreement shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.
29. LAW AND VENUE: This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.
30. ILLINOIS PREVAILING WAGES: To the extent the proposed contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12, to the extent they are applicable, including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision

monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

If a contractor or subcontractor deems the work is not subject to the Act, the contractor or subcontractor shall then submit to the City, a letter indicating receipt of this notice and their determination that the Act does not apply. If the contractor or subcontractor believes the work is not subject to the Prevailing Wage Act, and it is later determined by the Illinois Department of Labor or a court of competent jurisdiction that prevailing wages should have been paid, the contractor shall indemnify and hold the City harmless therein for all costs and penalties incurred by the City related to the violation, including reasonable attorneys fees incurred by the City to defend such an action.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BATAVIA

ATTEST:

(SEAL)

CONSULTANT

ATTEST:

(SEAL)

EXHIBIT "A"
SCHEDULE OF RATES
FOR

NOTES:

1. THE RATES LISTED ABOVE ARE VALID UNTIL DECEMBER 31ST, 2013.
2. THE RATES FOR REIMBURSABLES SUCH AS POSTAGE, DOCUMENT FEES AND IN-HOUSE PRINTINGS/DISCS ARE APPLIED BASED ON THE NORMAL ON-GOING CHARGES.
3. TRAVELING AND TRANSPORTATION WITHIN THE CITY OF BATAVIA'S BOUNDARIES ARE INCLUDED IN THE HOURLY RATES ABOVE.
4. THE ABOVE RATES DO NOT INCLUDE THE SERVICES OF OTHER PROFESSIONALS OR COMPANIES REQUIRED TO PERFORM WORK TO ASSIST _____ IN THE PERFORMANCE OF A TASK ORDER.

EXHIBIT "B"

TASK ORDER NO. _____

REGARDING GENERAL AGREEMENT BETWEEN CITY OF BATAVIA

AND

Project Description:

Scope of Services:

Time of Performance:

Estimated Fee for Services:

Proposed: _____

Date

Approved:

City of Batavia
Gary Holm, P.E. Public Works Director

Date

CITY OF BATAVIA

DATE: February 21, 2013
TO: Community Development / City Services Joint Committees
FROM: Gary Holm
SUBJECT: Resolution 13-34-R Authorizing Task Order #1 with WJE for Evaluation of the First Baptist Church Facility for a fixed fee of \$26,000.

BACKGROUND

In 2006 the City of Batavia acquired the First Baptist Church facility. The church property, along with several adjacent parcels, was acquired by the City to promote economic development. A conceptual master plan was created in early 2008. Unfortunately, the economic decline caused the plan to be placed on hold.

The First Baptist Church facility consists of the original late 1800's church structure, a 1930's addition on the north end of the original structure and an educational classroom wing which was added to the west side of the original structure in the late 1950's. The 2008 master plan called for the original church structure and 1930's addition to be retained and reused for a new purpose. The classroom wing was identified for demolition.

Over the past several years the City has performed routine electrical, HVAC and roofing maintenance to ensure that the structures did not fall into a state of disrepair. It has recently been identified that the original church structure is in need of significant roof repairs. Also, the adjacent church parking lot, which is now used for public parking, is in need of significant patching. The improvements are included in the City's 2013 budget; however, they are the driving forces behind Council's decision to direct Staff to reevaluate the 2008 master plan, specifically as it relates to the First Baptist Church facility, and provide recommendations for going forward.

SCOPE OF SERVICES

Wiss, Janney, Elstner, Inc. (WJE) was requested to focus on the following key question:

What are the significant issues associated with each structure and what are the planning level cost estimates to address those issues so that the structure(s) can potentially be reused?

WJE will provide general guidance and a high level functional analysis of the church structure, north addition and classroom wing in order to develop order of magnitude cost estimates for master planning purposes. It is important to point out that if the decision is made to retain the structure(s), then additional detailed architectural and engineering design work will be necessary prior to implementing any improvements.

RECOMMENDATION

Staff is recommending approval of Resolution #13-34-R Authorizing Task Order #1 with WJE for Evaluation of the First Baptist Church Facility for a fixed fee of \$26,000.

**CITY OF BATAVIA
RESOLUTION 13-34-R**

**Authorizing Task Order #1 with Wiss, Janney, Elstner Associates, Inc. for
Evaluation of the First Baptist Church facility**

WHEREAS, the City of Batavia owns and is responsible for maintenance of various buildings and structures; and

WHEREAS, in 2006 the City purchased the First Baptist Church facility located at the NW corner of Wilson St. and Washington St.; and

WHEREAS, the City has performed preventative maintenance since acquiring the facility to ensure that it did not fall into disrepair; and

WHEREAS, the 2013 budget contains funds for significant roof repairs and parking lot improvements; and

WHEREAS, prior to expending significant funds, City Council has determined that it is in the best interest of the city to evaluate the First Baptist Church facility for potential re-use;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to execute Task Order #1 with Wiss, Janney, Elstner Associates, Inc. for evaluation of the First Baptist Church facility in accordance with the scope and proposal attached hereto as Exhibit A.

PRESENTED to the City Council of the City of Batavia, Illinois, on the ___ day of March, 2013.

PASSED by the City Council of the City of Batavia, Illinois, on the ___ day of March, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, on the ___ day of March, 2013.

Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	0 Nays	Absent		0 Abstention(s) counted as _____				
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzel, City Clerk

February 11, 2013

Mr. Gary Holm
Director of Public Works
City of Batavia
200 North Raddant Road
Batavia, Illinois 60510

Re: First Baptist Church Facility Feasibility Study
WJE No. 2013.0286

Dear Mr. Holm:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide the City of Batavia with this proposal for a feasibility study for potential adaptive reuse of the former First Baptist Church facility at the corner of Washington Street and Wilson Street in downtown Batavia. This facility has been owned by the City since 2006 and includes the late nineteenth century original church, a 1930s north addition, and a 1956 classroom wing. The City has performed routine maintenance and has identified needed roof repairs at the original church structure. At this time, the City requests a study to identify the functional potential of the building and associated order of magnitude costs, for master planning purposes. The study will include an assessment of existing conditions and identification of major issues affecting the future reuse of the building. Known issues include deterioration of the timber foundation, deterioration of roofing, lack of universal accessibility, lack of fire suppression, inadequate heating, lack of air conditioning, deteriorated electrical system, asbestos-containing floor tiles, and probable lead paint. Evaluation of development potential and preparation of an adaptive reuse program are not part of this scope of services.

Scope of Services

We propose the following specific scope of services.

- 1. Site Assessment and Review.** Visit the building to assess existing conditions. The site assessment will be visual only. Exterior materials will be visually assessed from grade and accessible flat roof areas; accessible interior spaces including basements and attics will be reviewed. Notable and typical conditions will be documented with written notes and photographs. We anticipate that a three-person, two-day field effort will be required. We will also review relevant previous reports and drawings provided to us by the City, including original plans and specifications for the 1956 classroom wing, 1969 remodeling plans, 2004 due diligence inspection report, 2004 asbestos survey report, 2004 radon test report, 2006 contract for purchase, and 2008 master plan, if available. Note that no hazardous material analysis or identification is included in our services; rather, we will review previously completed assessments by others.
- 2. Budget Estimates.** Based on the conditions observed, develop an outline of work required to repair the building envelope to good condition, to mitigate potential life safety hazards, and to provide universal accessibility to major interior spaces. Architectural work related to a specific future use (interior finishes or build-out of new partitions, etc.) will not be included at this time, as we

understand that the future use and programmatic requirements are not yet determined. Prepare order of magnitude budget estimates for the work items identified.

3. **Meetings.** Meet with City staff while on site or by telephone to discuss the City's goals and concerns for the project.
4. **Draft Report.** Prepare an illustrated narrative report documenting the results of our site assessment, our recommendations for repair work, and associated budget estimates.
5. **Public Presentation.** Attend one public meeting of the Batavia City Council to present the draft report and answer questions from council members.
6. **Final Report.** Based on feedback received from the city council and city staff on the draft report, revise and finalize the budget estimate and report. Upon final completion, five printed copies of the report as well as all materials in electronic format on CD-ROM will be provided to the City.
7. **Final Public Presentation.** Attend one public meeting of the Batavia City Council to present the final report.

Budget and Schedule

For the scope of services described above, we propose a fixed fee of \$26,000, inclusive of expenses (related primarily to local travel and printing costs). All services will be provided in-house by WJE. All WJE services will be provided in accordance with our *Terms and Conditions for Professional Services* dated October 1, 2009, copy attached as part of this proposal.

Qualifications

As requested, attached please find an overview of our firm, resumes of key individuals, and profiles of similar previous projects with client references.

Thank you for inviting us to submit a proposal for this interesting project.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Kenneth M. Itle, AIA
Senior Associate

Attachments

REQUEST FOR PROPOSAL

CITY OF BATAVIA
First Baptist Church Facility

FEASIBILITY STUDY FOR THE POTENTIAL REHABILITATION AND ADAPTIVE REUSE OF THE FIRST BAPTIST CHURCH FACILITY

INTRODUCTION

In 2006 the City of Batavia acquired the First Baptist Church facility located at the northwest corner of Washington Street (IL. Rte. 25) and Wilson Street in downtown Batavia. The church property, along with several adjacent parcels, was acquired to promote economic development. A conceptual master plan was created in early 2008. Unfortunately, the economic decline caused the city to place the plan on hold. In late 2012 Batavia's City Council directed city staff to reevaluate the plan and provide recommendations for going forward.

The First Baptist Church facility consists of the original late 1800's church structure, a 1930's addition on the north end of the original structure and an educational classroom wing which was added to the west side of the original structure in the late 1950's. The 2008 master plan called for the original church structure and 1930's addition to be retained and reused for a new purpose. The classroom wing was identified for demolition.

Over the past several years the City has performed routine electrical, HVAC and roofing maintenance to ensure that the structures do not fall into a state of disrepair. It has recently been identified that the original church structure is in need of significant roof repairs. Also, the adjacent church parking lot, which is now used for public parking, is in need of significant patching. The improvements are included in the City's 2013 budget; however, they are one of the driving forces behind Council's desire to have an updated plan for the properties. Council is hesitant to expend significant funds making repairs if ultimately the structures will be demolished.

SCOPE OF SERVICES

The City is not seeking detailed architectural and engineering services at this time. Rather, the City is seeking a consultant who can provide general guidance and a high level functional analysis of the church structure, north addition and classroom wing to develop order of magnitude cost estimates for master planning purposes. The City understands that if the decision is made to retain the structure(s), then additional detailed architectural and engineering design work will be necessary.

Batavia City Council is seeking guidance on the following questions:

What are the significant issues associated with each structure and what are the planning level cost estimates to address those issues so that the structure(s) can potentially be reused?

City staff has already identified several issues associated with each structure. They are as follows:

Church/North addition

- Deterioration of timber foundation which is in direct contact with earth and limestone bedrock.
- Deterioration of roof sheathing & shingles
- Lack of ADA accessibility.
- Lack of fire suppression system
- Steam heating system shared with classroom wing, no air conditioning
- Compromised electrical system
- Asbestos floor tiles and likely presence of lead paint

Classroom wing

- Need for more permanent roof repairs
- Lack of ADA accessibility.
- Lack of fire suppression system
- Steam heating system shared with church, no air conditioning
- Asbestos floor tiles and likely presence of lead paint

Staff will rely on the Consultant to further investigate each issue and identify any other significant issues.

Consultants will be expected to perform the following tasks:

1. Perform interior and exterior inspections of church structure, north addition and classroom wing to identify significant issues that could have a material impact on the ability to rehabilitate and reuse the structures
2. Develop high level cost estimates of improvements necessary for adaptive reuse.
3. Participate in staff level meetings and/or phone conferences to coordinate the process.
4. Summarize inspection results and cost estimates into a comprehensive pre-final report document that can be disseminated to City Council for their consideration. The report should be written in layman's terms and understandable by the general public.
5. Appear at an evening public meeting to present the pre-final report to City Council and address any comments/questions they may have.
6. Compile a final report document.
7. Appear at an evening public meeting to present the final report to City Council.

DELIVERABLES

1. Five (5) bound color hardcopies of the final report document.
2. Electronic versions (PDF format) of both the pre-final and final report documents.

3. Electronic version (PDF format) of any inspection reports/notes.
4. Electronic version of all cost estimates (PDF and Excel Workbook).
5. Electronic version of all photographs.

INFORMATION PROVIDED BY THE CITY

1. Architectural plans & specifications from the 1956 classroom wing addition
2. Architectural plans from 1969 remodeling of chancel, baptistry and pipe organ
3. Building inspection report performed in 2004 as part of the city's due diligence in acquiring the property.
4. Asbestos survey performed in 2004 as part of the city's due diligence in acquiring the property.
5. Radon test report performed in 2004 as part of the city's due diligence in acquiring the property.
6. Public resolution and contract for purchase by the city in 2006.

SELECTION PROCESS

The City of Batavia will select consultants based on the following:

1. Qualifications and experience in evaluating structures for adaptive reuse.
2. Qualifications and experience in evaluating structures similar to the Baptist Church facility.
3. Overall qualifications and experience of the project manager and support team.
4. Experience working with elected officials and residents in a municipal setting.
5. Value of the cost proposal.

REQUIRED CONSULTANT SUBMITTALS

Consultants should submit the following information:

1. A brief description of the firm along with any proposed sub-consultants.
2. A description of similar projects noting the firm's services provided on those projects. The description should include individuals in the firm who worked on the projects and contact information for reference checks.
3. A listing of the proposed professional services team, including the individual proposed as the main contact with the City of Batavia. Resumes of all the pertinent individuals should be included.
4. A not-to-exceed cost estimate to provide professional services as described herein.

ANTICIPATED PROJECT TIMETABLE

Consultants should submit a proposal for the project by no later than **10:00 a.m. on Monday, February 11, 2013**. Consultant selection is expected in late February, 2013 with award at the March 4 City Council meeting.

Consultants will be expected to execute an agreement similar to the attached.

All field work and cost estimates should be completed and the pre-final report compiled for presentation at the joint committee meeting on April 23, 2013.

PROCEDURE FOR SUBMISSION

Proposals should be submitted electronically to:

Gary Holm, PE

Director of Public Works

gholm@cityofbatavia.net

200 N. Raddant Rd.

Batavia, IL 60510

(630) 454-2309

With electronic copies to:

Bill McGrath, City Administrator, bmcgrath@cityofbatavia.net

Jason Bajor, Asst. City Administrator, jbajor@cityofbatavia.net

Peggy Colby, Finance Director, pcolby@cityofbatavia.net

Scott Buening, Community Development Director, sbuening@cityofbatavia.net

John Dillon, Water Superintendent, jdillon@cityofbatavia.net

Rich Searl, Facilities, rsearl@cityofbatavia.net

CITY OF BATAVIA

DATE: February 20, 2013
TO: City Services Committee
FROM: Scott Buening, Community Development Director
SUBJECT: Resolution 13-35-R—Licenses for Use of City Right-of-Way for Outdoor Seating-2013 Revision

Background and Analysis

The City Council approved Resolution 12-101-R on October 15, 2012 which approved the use of City rights-of-way for outdoor seating areas. One restaurant took advantage of this agreement, but it was too late in the season to be used in a wider manner. Staff drafted the agreement with the knowledge that it would be looked at again for 2013 to address matters that needed a closer look.

The attached agreement is being proposed by staff for use in the 2013 season. Several items have changed since the prior agreement. In addition to the original agreement, the major changes include the following:

- An annual fee of \$50.00 plus \$0.50 per square foot used for outdoor seating.
- A Personal Bond of \$1,000.00 required for site cleanup/restoration if the applicant fails to do so.
- Agreements to start on January 1 and end on December 31 of each year. Use of the Licensed Area to start of May 1 and end on November 15. The City would be able to extend these start and end dates for 2 weeks on either end. There is also the provision to grant use of the area for special occasions such as St. Patrick's Day or Mardi Gras outside of these dates.
- Requires a clear zone of 48" for all exiting areas as well as public sidewalks.
- Cannot be within 15 feet of an intersection and cannot interfere with pedestrian access.
- Requires the Licensee to clean the area regularly including bussing of tables. No trash containers (other than smoking material receptacles) are permitted to discourage bugs, bees and odors.
- Furniture or perimeter fencing cannot be mounted to the sidewalk or pavement surface.
- Licensee is required to clean Licensed Area or City can revoke Agreement.
- Snow is required to be removed within 6 hours of a snow event if they keep seating areas intact.
- Requires Licensee to maintain insurance with City listed as additional insured.
- Music is permitted until 10:00 PM Sunday through Thursday, and 11:30 PM Friday and Saturday. (This assumes the same hours as the Outdoor Live Entertainment discussions to date)
- Licensee is required to remove all furniture and other improvements at termination of Agreement or City can take enforcement action to correct the issue.

Public Works has indicated their concerns with the dates, and would prefer the ending date to be November 15. At least one business owner had previously expressed a desire to allow the use of the area until at least November 30. This should be a point of discussion to provide direction to staff on the deadline. We have proposed some "compromise" language that allows some flexibility at the discretion of the City.

In addition, we are proposing an annual fee and security deposit for these Licenses. The fee partially offsets staff time to review, process and issue these Licenses, as well as to cover some costs for periodic inspections of these facilities. Businesses are going to generate revenue from use of public property; the fee proposed would be a small amount of what they would likely make from the Licensed Area. The Personal Bond would be "security deposit" that would be released at the end of the Agreement term. It would only be drawn upon in the event the Licensed Area needs to be cleaned, repaired or maintained and the Licensee refuses to do so.

Staff met with the business owners on February 19. They expressed concerns over the originally proposed license fee and surety requirements, as well as the ability to hold special events outside the license time frame. There were also concerns about prohibitions on mounting items permanently to the street/walk surface. Staff has addressed all of these comments in the revised Agreement. The only exception is the permanent mounting of fixtures; this is outside the scope of this agreement and will be addressed separately with individual businesses.

One business owner had issues with charging any fee for use of the public right-of-way. They cited the issue of loss of business during the River Street construction, and felt that the City should consider some concessions to them for the difficulties they had during last summer. In response to this, staff would propose that the City Council waive the application fee for the 2013 season only. This is a cost savings of \$370.00 on a seating area of 320 square feet (40' x 8'). We feel that this is a fair compromise to address their concerns. This does not need to be incorporated into the Resolution, rather the City Council should just approve it by Motion.

Recommendation

Staff recommends approval of Resolution 13-35-R revising the Outdoor Seating Agreements.

Attachments:

1. Resolution 13-35-R—Resolution Authorizing Revised License Agreements for Use of City Right-of-Way for Outdoor Seating

Cc: Mayor & City Council
City Administrator
City Attorney
Press
File

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-35-R**

**A RESOLUTION AUTHORIZING REVISED LICENSE AGREEMENTS FOR USE OF CITY
RIGHT OF WAY FOR OUTDOOR SEATING**

WHEREAS, the City desires to promote economic activity within its downtown business district; and

WHEREAS, outdoor seating can contribute to a vibrant, pedestrian friendly, open, business atmosphere; and

WHEREAS, the City has determined that a license agreement substantially consistent with the provisions in Exhibit 1 is a reasonable way to allow the use of the public right of way for outdoor seating while protecting the public;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: The City Administrator is hereby authorized to enter into sidewalk seating license agreements with qualified business owners to allow outdoor seating as long as said agreements are in substantial conformance with the model agreement attached hereto as Exhibit 1.

SECTION 2: Resolution 12-101-R is hereby repealed.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this ____ day of _____, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungels					Chanzit				
4	Volk					Stark				
5	Frydendall					Theelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzel, City Clerk

DRAFT

LICENSE AGREEMENT FOR OUTDOOR SEATING ON PUBLIC SIDEWALK

BUSINESS NAME _____

ADDRESS _____

THIS AGREEMENT is entered into on the _____ day of _____, 201____, by and between the CITY OF BATAVIA, an Illinois Municipality (hereinafter referred to as “Licensor”) and _____, doing business as _____ (hereinafter referred to as “Licensee”).

WHEREAS, the City of Batavia (Batavia) desires to promote economic activity within it’s the downtown business district; and

WHEREAS, outdoor seating can contribute to a vibrant, pedestrian friendly, open, business atmosphere, and

WHEREAS, Licensee is a business located at _____ (the “Premises”), and is desirous of utilizing adjacent City property for outdoor seating; and

WHEREAS, adequate room exists on the public property for _____ to furnish outdoor seating without interfering with the use of the property; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Agreement, as though fully set forth herein verbatim.

2. Granting of License. Licensor hereby grants to Licensee a Temporary Non-Exclusive, Revocable License to allow Licensee to locate tables, chairs, shade umbrellas, and/or portable planters on the public property adjacent to the Premises (hereinafter the “Licensed Area”), as further described herein.

3. Payment for License. There shall be a fee of \$50.00 plus \$0.50 per square foot for the use of the Licensed Area. Said fee shall be a one-time annual fee, payable prior to issuance of a permit. In addition, Licensee shall submit a Personal Bond (hereinafter “surety”) in the amount of \$1,000.00 to pay for clean up or repair of the Licensed Area in the event Licensee fails to do so at the request of the City. Said surety shall be released at the conclusion of the agreement, subject to the Licensed Area being returned in satisfactory condition to the City. If the City does draw on the surety to perform clean up or maintenance activities, then Licensee shall replenish said surety within seven (7) days otherwise the City may revoke this License pursuant to Section 20 below.

There shall be no charge for only the placement of moveable planters on public property.

4. Term. The term of this License shall commence on the later of January 1, 20__ or the date it is executed by the second of the parties to sign this Agreement, whichever is later, and shall terminate on December 31, 20___. Use of the Licensed Area is only permitted between May 1, 201__ and no later than November 15, 201___. The City may its sole discretion extend the starting date to April 15, 20__ and the ending date to November 30, 20___. In addition, at the request of the Licensee and agreement by the City, use of the Licensed Area on special occasions outside of these dates (i.e. St. Patrick’s Day, Mardi Gras) may be granted at the sole discretion of the City. Said request shall be made at least two weeks prior to the even in question. In the off-season, tables, chairs, planters or temporary fencing may not be stored within sight of the public way.

5. Location of seating areas. Licensee shall place its tables and/or chairs in locations within the Licensed Area consistent with the attached drawing (Exhibit “A”), but in any event shall leave a minimum 48” of the walk unobstructed (to the back of curb where applicable) at all times and shall not impede pedestrian traffic or interfere with intersection sight lines. Portable planters may be located in the seating area, maintaining the same 48” unobstructed walk, with the consent of the Building Commissioner. Portable planters shall contain decorative vegetation at all times or removed, and be maintained in a safe, neat, clean, and presentable manner.

Tables, chairs, portable planters and trash receptacles may remain on the public walk overnight so long as they are chained or secured together in a safe manner. However, upon notice from the City, and in the exercise of its sole discretion, this permission may be revoked, and in such case all tables, chairs, and portable planters may only remain on the

sidewalk while the business is open to the public. Tables, chairs, perimeter fences and other improvements may not be anchored to the ground by any permanent or semi-permanent means, nor shall any modification or damage be done to the sidewalk or pavement improvements. No holes may be drilled in the sidewalk, nor may public property such as light poles be used for such securing without written permission of the Public Works Director or his designee. Shade umbrellas must always be taken down and stored when the business is closed. The Licensed area shall be separated by either a fence, crowd control ropes or other method approved by the City to separate the Licensed Area from the public sidewalk, except within the River Street “woonerf” area where fencing is only required if alcohol service is provided.

6. Prohibited Activities. No food preparation, food or beverage storage, refrigeration apparatus, temporary dirty dish storage or equipment shall be allowed in the Licensed Area unless authorized by the Building Commissioner as part of a special event, or in the case of unique physical characteristics of the area. Any circuits to provide lighting at the Licensed Area must be securely attached to the building in which the main business is located, and installed per the requirements of the Batavia Municipal Code. No extension cords shall be permitted. Battery- powered lighting or candles in substantially enclosed containers may be utilized. Umbrellas shall not contain advertising of the name of the Licensee, but may have incidental advertising of products served on the premises. Fencing shall not contain any advertising material whatsoever. Licensee may not utilize any City owned electrical outlets or public water spigots as part of the Licensed Area.

No business shall be conducted in the Licensed Area except when the Licensee’s adjacent premises is open for business.

7. Compliance with City Smoking Code. Pursuant to Title 4, Chapter 8 of the City Code, smoking shall be prohibited in the Licensed Area within a minimum distance of fifteen feet (15’) from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. Outside of said fifteen-foot (15’) limit, the Licensee shall have the right to permit or not permit smoking within the area covered by this license. In the event smoking is permitted at tables and chairs located outside of said 15-foot (15’) distance, Licensee shall provide a separate waste container or ashtray, on each table where smoking is permitted, for discarded smoking materials. Stand-alone receptacles, located outside of the 15-foot (15’) area, for discarded smoking

materials shall be provided in the absence of other means for discarding smoking materials. Licensee shall be responsible for cleanup of ashtrays and receptacles and any cigarette butts disposed of in or near the Licensed Area on a regular, but no less than daily basis.

8. Cleaning and maintenance of public right of way. Licensee shall maintain the Licensed Area in a clean condition and not allow dishes, utensils and the like to remain on tables. No items, including condiments, ashtrays, etc. may be left on tables outside of the business hours of the Licensed Area. Licensee shall actively and regularly “bus” tables, Licensee shall also “police” the sidewalk and street area adjacent to the Licensed Area and keep it clean from waste and smoking materials generated by its patrons. The Licensee shall, at all times hereunder, prevent the accumulation, blowing and scattering of trash, garbage, or any other such debris caused or permitted by Licensee's use of the Licensed Area or by any person's use of the Licensed Area during the time periods of said license. Licensee shall retrieve and properly dispose of any debris scattered on to adjacent property caused by any use of the Licensed Area, and, additionally, shall maintain its own trash containers within the adjacent premises for disposal of any debris. No trash containers other than for cigarette disposal shall be allowed within the Licensed Area. Said cleaning shall include daily sweeping and removal of debris in the Licensed Area, and hosing or mopping down if necessary. The City reserves the right to revoke the license if tables, chairs or portable planters are left in a poor state of repair or the Licensed Area is left in an unsanitary or unsightly manner after an initial written warning is made. In addition, Licensee covenants and agrees to reimburse the City for the cost of maintenance of the Licensed Area in the event Licensee fails to do so to the satisfaction of the City.

9. Snow. Licensee shall remove all tables and chairs from the Licensed Area within 6 hours of any snowfall, unless Licensee removes the snow from the Licensed Area within said time. Licensee shall not place removed snow on public property or within required pedestrian areas or exit routes. If a snowfall were to occur during the license period and the business still has furniture on the sidewalk, the licensee is required to clear the area within 6 hours after the event has ended. Failure to remove snow according to this Section shall be sufficient cause for the City to revoke this License Agreement pursuant to Section 20 below.

10. Use. The use of the Licensed Area for outdoor seating shall not be an exclusive use. All public improvements, including, but not limited to trees, light poles, traffic signals, manholes, or any public initiated maintenance procedures, shall take precedence over said use of the public right of way at all times. The City Administrator, Public Works Director, Chief of Police, Community Development Director, Building Commissioner, Code Compliance Officer or their designees may temporarily order the removal of some or all of the items in the Licensed Area for special events, including but not limited to, parades, sponsored runs or walks, or for public health and safety reasons. The City will give reasonable notice of the need for such temporary removal.

11. Indemnification. Licensee agrees to indemnify, protect, defend and hold Licensor and its employees, officials and agents harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorney's fees, arising out of, or in any way related to, any operation conducted on the Licensed Area by Licensee during the term of this License, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligence or willful misconduct of Licensor, its employees, or agents.

12. Insurance. Licensee shall provide a certificate of insurance for commercial General Liability with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate combined single limit for bodily injury, personal injury and property damage liability. The City shall be shown as an additional insured on the licensee's General Liability insurance policies on a primary/non-contributory basis. Licensee shall provide the City with a certificate of insurance continuously in effect during the term of the license providing coverage extended to the Licensed Area. The certificate shall contain a provision that the insurance may not be cancelled without a 30-day written notice to the City.

13. Relationship of the Parties. It is understood and agreed that none of the provisions herein, or any acts of Licensor and/or Licensee, will be deemed to create a leasehold estate, a landlord-tenant relationship, a partnership, joint venture, master-servant relationship, or any interest other than a License for the use of the Licensed Area.

14. City's obligation towards Licensee's property. The City shall not be responsible for the care or security of tables and chairs located in the licensed seating area,

and any tables, chairs or other property of Licensee left on the Licensed Area after business hours shall remain there at the Licensee's risk.

15. Alcohol. Licensee acknowledges that this agreement does not grant Licensee the authority to serve alcohol or allow alcohol to be consumed on the public right of way described in the Agreement. Licensee understands that separate state and local ordinances govern the sale or consumption of alcoholic beverages on public rights of way, and further understands that serving alcohol or allowing alcohol to be consumed in the Licensed Area shall only be permitted if a liquor license is granted to the applicant specifically for the purpose of serving alcohol in the Licensed Area. Serving of alcohol without a valid liquor license for the Licensed Area shall be grounds for immediate revocation of this license. Any area used for service and or consumption of alcohol shall be separated from the remainder of the public sidewalk by a gate or fence that shall be approved by the terms of an outdoor liquor license and the Licensee shall comply with all requirements of said liquor license.

16. Lighting. Any lighting in the Licensed Area must comply with the Batavia Building, Zoning and Electrical Codes. No spotlights or broadcast lighting shall be permitted. No extension cords may be utilized for such lighting fixtures.

17. Heaters. Portable heaters may be used within the Licensed Area subject to all Building and Fire Codes for separation from buildings and flammable materials. No open flame, fire pits or portable chimneys shall be utilized within the Licensed Area.

18. Music. No amplified entertainment shall be allowed in the seating area, but the Building Commissioner may authorize speakers for music so long as the volume is reasonably restricted to serve only those in the seating areas and shall not be disturbing to other businesses or tenants in the area. Music shall be turned off no later than 10:00 PM Sunday through Thursday, and 11:30 PM on Fridays and Saturdays

19. Decorations. Decorations (i.e. planters, lights, etc.) may be used within the Licensed Area provided that they are approved by the Building Commissioner upon establishment of the Licensed Area. Said decorations shall not block or impede access to the entrances and exits from the facility and shall not block or impede pedestrian traffic on the sidewalk.

20. Revocation. Any license issued pursuant to this License Agreement is subject to revocation for violation of the terms herein or for violations of the Municipal Code. Revocation shall not occur prior to notice of the violation(s) and some reasonable time to address the violation(s), which shall not be less than two (2) days. Notice of Revocation shall be given in writing. A Licensee may appeal the revocation by request for a hearing in writing made to the City Council. Once revoked, a license may not be reinstated or a new license issued for two (2) weeks from the date of revocation or until all violations have been addressed to the satisfaction of the Building Commissioner, whichever is later. Any Licensee whose license has been revoked more than once shall not be eligible for reinstatement or a new license until all violations are addressed and without the approval of the City Council subject to whatever additional conditions might be imposed thereby.

21. Non-Assignability. Licensee may not assign this License to any other person or entity without the express written consent, in advance, of Licensor.

22. Notice. Any notice required to be given herein shall be made by personal delivery or by certified or registered mail, postage prepaid, return receipt requested, or reliable overnight courier, to the parties as follows:

If intended for Licensor:

If intended for Licensee:

City of Batavia

100 North Island Avenue

Batavia, IL 60510

ATTN: City Administrator

ATTN: _____

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any other negotiations, representations, or agreements, either written or oral. This Agreement may not be amended or modified without the prior written consent of the parties.

24. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois.

25. Separability. If any provisions, phrase or other portion of this License Agreement is determined to be illegal, unenforceable or otherwise void, such determination shall not affect the remainder of this agreement, and each and every other provision, phrase and portion of the License Agreement shall remain in full force and effect.

26. Responsibilities at Termination of Agreement. Upon termination of the agreement either by expiration, revocation or otherwise, the Licensee shall be responsible to return the Licensed Area to the City in a condition as good or better than when the License Agreement commenced. This includes removal of any and all Licensee improvements, tables, chairs, umbrellas, fixtures or other items placed or left within the Licensed Area. Licensee shall also repair any areas damaged during the duration of the License, and shall return the property to the City in a broom clean condition. Failure to remove furniture at termination will subject Licensee to fines and/or adjudication action.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals on the date and year first above written.

LICENSOR:

CITY OF BATAVIA,

an Illinois Municipality,

LICENSEE:

 an Illinois Corporation

By _____

By _____

Its City Administrator

Its _____

Last revised 2/21/2013

Regulations* for Outdoor Seating Areas

on

Public Property

- The following regulations are a description of the terms contained in the agreement for an outdoor seating license. Applicants are advised to review the actual agreement for other details.
1. Licenses require an inspection of the proposed location, and an exhibit showing the location of tables, chairs, waste containers, fencing, gates, the 15' "non-smoking" distance from doors, opening windows, streets and alleys.
 2. Tables, chairs, perimeter fences and all other items shall maintain a clear unobstructed "walking area" of 48", unobstructed at all times. A path of 48" from fire exits is required.
 3. The Licensed Area shall not be located within 15 feet of an intersection and not interfere with pedestrian or vehicular passage.
 4. Portable planters may be located in the seating area but only with live, maintained plantings.
 5. Tables, chairs, portable planters and trash receptacles may remain overnight so long as they are chained or secured together in a safe manner. Consider tables, chairs and sun umbrellas that are either heavy enough to remain stationary in windy weather, or are secured in a manner acceptable to the City. Umbrellas must be stored when the business is closed.
 6. Tables, chairs, perimeter fences and other improvements may not be anchored to the ground. No modification or damage can be done to the sidewalk or pavement

improvements, including f drilling holes, Light poles or other public property cannot be used for such securing perimeter fencing without written permission.

7. The Licensed area shall be separated by either a fence, crowd control ropes or other method approved by the City to separate the Licensed Area from the public sidewalk, except within the River Street “woonerf” area, where fencing is only required if alcohol service is provided.
8. No food preparation, food or beverage storage, refrigeration apparatus, blenders, temporary dirty dish storage or equipment shall be allowed in the Licensed Area unless authorized as part of a special event or unique characteristics of the public area.
9. Any circuits to provide lighting at the Licensed Area must be securely attached to the building in which the main business is located, and installed per the requirements of the Batavia Municipal Code. No extension cords shall be permitted. Battery- powered lighting or candles in substantially enclosed containers may be utilized. Any lighting must comply with the applicable codes, and historic buildings require special attention. No spotlights or broadcast lighting, or extension cords allowed.
10. Licensee may not utilize any City owned electrical outlets or public water spigots as part of the Licensed Area.
11. Umbrellas shall not contain advertising of the name of the Licensee, but may have incidental advertising of products served on the premises. Fences shall not contain any advertising whatsoever.
12. Smoking laws need to be complied with. Outside of the required fifteen-foot (15’) limit, the Licensee shall have the right to permit or not permit smoking within the area covered by this license.
13. If smoking is permitted at tables and chairs located outside the 15-foot (15’) distance, separate waste containers or ashtrays are required on each “smoking” table. Stand-alone receptacles, located outside of the 15-foot (15’) area, for discarded smoking materials shall be provided in the absence of other means for discarding smoking materials. Licensee shall be responsible for cleanup of ashtrays, receptacles and any cigarette butts disposed of in or near the Licensed Area on a regular, but no less than daily basis.
14. Licensee shall maintain the Licensed Area in a clean condition and not allow dishes, utensils and the like to remain on tables. Licensee shall actively and regularly bus all tables and seating areas on a regular basis No items may be left on tables outside of business hours. Licensee shall also “police” the sidewalk and street area adjacent to the Licensed Area and keep it clean from waste and smoking materials generated by its

- patrons. The Licensee shall prevent the accumulation, blowing and scattering of trash, garbage, or any other such debris.
15. No trash containers other than for cigarette disposal shall be allowed within the Licensed Area. Cleaning includes daily sweeping and removal of debris in the Licensed Area, and hosing or mopping down if necessary. The City reserves the right to revoke the license if tables, chairs or portable planters are left in a poor state of repair or the Licensed Area is left in an unsanitary or unsightly manner. City has the right of reimbursement if it has to clean the area.
 16. Snow removal is very important to the proper running of the downtown. Licensee shall remove all tables and chairs from the Licensed Area within 6 hours of any snowfall, unless Licensee removes the snow from the Licensed Area within said time. Removed snow can't be placed on public property or within required pedestrian areas or exit routes. Failure to remove snow is sufficient cause for the City to revoke the license agreement.
 17. Use. The use of the Licensed Area for outdoor seating shall not be an exclusive use. Operation of the public property for safety is most important, and with notice temporary removal of some or all of the items in the Licensed Area may be required for special events, like parades, sponsored runs or walks, or for public health and safety reasons.
 18. Licensees will be required to indemnify the City as described in the License Agreement.
 19. Licensees will provide a certificate showing commercial General Liability insurance coverage with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate combined single limit for bodily injury, personal injury and property damage liability. The City shall be shown as an additional insured on the licensee's General Liability insurance policies on a primary/non-contributory basis. The certificate shall contain a provision that the insurance may not be cancelled without a 30-day written notice to the City.
 20. The City shall not be responsible for the care or security of tables and chairs located in the licensed seating area, and any tables, chairs or other property of Licensee left on the Licensed Area after business hours shall remain there at the Licensee's risk.
 21. The outdoor seating agreement does not grant the authority to serve alcohol or allow alcohol to be consumed on the licensed area. A separate liquor license is required. Unlicensed use of alcohol can result in revocation of the outdoor seating license.

22. Portable heaters may be used subject to all applicable codes. No open flame, fire pits or portable chimneys allowed.
23. No amplified entertainment shall be allowed in the seating area. Speakers for music may be allowed so long they serve only those in the seating areas and shall not be disturbing to other businesses or tenants in the area. Music shall be turned off no later than 10:00 PM Sunday through Thursday, and 11:30 PM on Fridays and Saturdays.
24. Decorations that do not block building access or pedestrians may be used with approval upon establishment of the Licensed Area.
25. Any license issued pursuant to this License Agreement is subject to revocation for violation of the agreement or the Municipal Code. There is a process for notice and appeal in the agreement.

CITY OF BATAVIA

DATE: February 5, 2013
TO: Community Development Committee
FROM: Jeff Albertson, Building Commissioner
SUBJECT: Ordinance#13-10 & 13-11: Amending Historic District Property Classifications

Background

The Batavia Historic Preservation Commission has been working for approximately two years on an update to the Historic District Property Classifications. The update includes a review of the Historic Property Classification listing for each property in the Historic District. The Commission used several criteria including age of the structure, architectural style, historic use or events that took place in the structure, and potential for upgrades that are historically consistent.

The Commission and CDC recommended and the City Council approved the upgrade of two properties from “contributing” to “significant” and the downgrade of one property from “contributing” to “non-contributing”. The CDC and City Council requested that 335 First Street and 106/109 North River Street return to the HPC for further consideration and discussion

On January 14, 2013 the Commission held a public meeting to discuss 106/109 North River Street. Brett Larson spoke on behalf of the Larson Becker Company. His concerns were upgrading to “significant” would create additional scrutiny, steps, and possibly cost for an owner who wants to renovate the upgraded properties. It could also be restrictive and not protective from the property owner’s point of view. The Mayor spoke about concerns of the impact of the change on the potential future redevelopment of the property. On January 28, 2013 the Commission held a public meeting to discuss 335 First Street. Similar concerns with additional scrutiny, cost of upgrades, and increased standards were given by this property owner. The Commission acknowledged the concerns, but felt that their history of being somewhat flexible and working with property owners to make needed improvements in the best historical context, and also the need to preserve properties of historic significance outweighed the concerns. Specifically about 335 First Street they felt the “Italinat” architecture and the unique and original details and trim were very important to preserve. The Commission voted 2 ayes 3 nays on a motion to change their recommendation on 106/109 North River Street. There was no motion to reconsider the recommendation for 335 First Street. Both original recommendations stand and move forward.

HPC and Staff Recommendation

The HPC and staff recommend that the Community Development Committee recommend approval of Ordinance#13- & 13-, amending the Historic District Property Classifications for 335 First Street and 106/109 North River Street.

Please consider these items at your February 13, 2013 Community Development Committee meeting.

Attachments:

1. Ordinance #13-10
2. Ordinance #13-11
3. 1-14-13 HPC Draft Minutes
4. 1-28-13 HPC Minutes

Cc: Mayor and City Council
File

CITY OF BATAVIA, ILLINOIS

ORDINANCE 13--10

**APPROVING AN AMENDMENT TO THE HISTORIC CLASSIFICATION OF
335 FIRST STREET**

WHEREAS, Title 12 of the City of Batavia Municipal Code provides procedures for the review and amendment of Historic District Property Classifications within the City; and

WHEREAS, pursuant to said provisions, the City of Batavia Historic Preservation Commission (hereinafter the "Commission") did review and recommend changes to the Historic District Property Classification for 335 First Street, within the City; and

WHEREAS, the owners of record of 335 First Street, proposed to be amended were provided notice as required by law notifying them that their property was recommended for a Classification Change and further notifying them of the date, time and place of the Public Meeting where the proposed amendment would be considered; and

WHEREAS, the Commission held the aforesaid Public Meeting on November 26, 2012; and

WHEREAS, following said review, the Commission recommended approval of the Historic District Classification Change:

WHEREAS, on February 13, 2013 the Community Development Committee reviewed the changes, the record of Public Meeting and the actions of the Commission and recommended approval of the Historic District Classification Change in accordance with the Commission recommendation; and

WHEREAS, the City Council of the City of Batavia has received the recommendations of both the Batavia Historic Preservation Commission and the Community Development Committee and has considered same.

NOW THEREFORE, be it hereby ordained by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: That the real estate listed as 335 First Street is hereby designated as "Significant" pursuant to Chapter 3, Section 2 of Title 12 of the Batavia Municipal Code.

SECTION 2: That this Ordinance 13-10 shall be in full force and effect upon its presentation, passage and publication according to law.

PRESENTED to the City Council of the City of Batavia, Illinois, this 18th day of February, 2013.

PASSED by the City Council of the City of Batavia, Illinois, this 18th day of February, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 18th day of February, 2013.

Jeffery D. Schielke, Mayor

ATTEST:

Heidi Wetzel, City Clerk

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungels					Chanzit				
4	Volk					Stark				
5	Frydendall					Theelin-Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 13-10**

**APPROVING AMENDMENTS TO THE HISTORIC CLASSIFICATION OF 335
FIRST STREET**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 18TH DAY OF FEBRUARY, 2013**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 19th day of February, 2013

Prepared by and mail to:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

CITY OF BATAVIA

DATE: February 19, 2013
TO: Community Development Committee
FROM: Scott Buening, Community Development Director
SUBJECT: Ordinance 13-13, Annexation of a Portion of 910 Garfield Street

Background and Analysis

Staff had noted in some recent work on annexing City-owned property that there is a portion of the lot at 910 Garfield Street that is not in the City limits. This parcel is around 1,500 square feet in size (0.04 acres) and is a part of the lot at 910 Garfield Street. This parcel was originally part of the Burlington Northern Railroad right-of-way, and was acquired after the lot on Garfield was platted. With the pending annexation of the City-owned properties, this parcel would have been a surrounded "island" of unincorporated land. Staff approached the owners and they were agreeable to having this small parcel annexed. They submitted a petition to annex, and staff prepared the plat of annexation in-house.

After annexation, the property would be in an R-0 Zoning District. No zoning change is necessary at this time since there are no buildings on or contemplated for this parcel. This would be the same zoning district as the adjacent City-owned property.

Recommendation

Staff recommends approval of the annexation of this property at 910 Garfield Street.

Attachments:

1. Ordinance 13-13 Annexing a Portion of 910 Garfield Street.
2. Plat of Annexation.
3. Petition to Annex.
4. Area Map.

Cc: Mayor & City Council
City Administrator
City Attorney
Press
File

CITY OF BATAVIA, ILLINOIS
ORDINANCE 13-13

AN ORDINANCE ANNEXING AND ZONING A PORTION OF 910 GARFIELD STREET
TO
THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS

ADOPTED BY THE
MAYOR AND CITY COUNCIL
____ DAY OF _____, 2013

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ____ day of _____, 2013

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

CITY OF BATAVIA, ILLINOIS
ORDINANCE 13-13

AN ORDINANCE ANNEXING AND ZONING A PORTION OF 910 GARFIELD STREET
TO THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS

WHEREAS, the City of Batavia, Kane and DuPage Counties, Illinois, has received a petition to annex a portion of the property at 910 Garfield Street into the City, all of which is legally described in **EXHIBIT “A”** and the Plat of Annexation in **EXHIBIT “B”** (“Subject Realty”); and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Batavia; and

WHEREAS, the City is desirous of having this property annexed into the City of Batavia as the remaining part of this property is already in the City limits; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by State Statute; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of said annexation, the Statutes of the State of Illinois, specifically 65 ILCS 5/7-1-8, and the requirements of the Batavia Municipal Code; and

WHEREAS, it is in the best interest of the City of Batavia that the territory described and depicted in **EXHIBITS “A” and “B”** be annexed thereto and the territory be zoned R0 Single Family pursuant to the City of Batavia Municipal Code;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois as follows:

SECTION 1: That the territory described as attached hereto on **EXHIBITS “A” and “B”** is hereby annexed to the City of Batavia, Kane and DuPage Counties, Illinois.

SECTION 2: That said territory described as attached on **EXHIBITS “A” and “B”** is hereby zoned R0 Single Family, under the terms and conditions of the Batavia Municipal Code.

SECTION 3: That the City Clerk is hereby directed to record with the Kane County Recorder and to file with the County Clerk a certified copy of this Ordinance, together with an accurate map of the territory annexed appended to said Ordinance.

SECTION 4: That the official zoning map of the City of Batavia is hereby amended in conformance with the terms of this Ordinance.

CITY OF BATAVIA, ILLINOIS ORDINANCE 11-31

SECTION 5: This Ordinance 13-13 shall be in full force and effect upon its passage, presentation and approval according to law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this ____ day of _____, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungels					Chanzit				
4	Volk					Stark				
5	Frydendall					Theelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstention(s)					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Heidi Wetzel, City Clerk

Exhibit A

Legal Description of the Subject Parcel:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 2 OF RYAN JAMES ANDERSON SUBDIVISION, SAID CORNER BEING ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 28 AND ON THE CENTERLINE OF THE FORMER CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID CENTERLINE AND ALONG A PROLONGATION OF THE MOST EASTERLY EAST LINE OF SAID LOT 2, 28.36 FEET THENCE WESTERLY AT AN ANGLE OF 100 DEGREES 45 MINUTES 00 SECONDS, MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 50.89 FEET TO A SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTHERLY ALONG AN EAST LINE OF SAID LOT 2, 28.36 FEET TO A BEND POINT; THENCE EASTERLY ALONG A SOUTH LINE OF SAID LOT 2 AND THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 28, 50.89 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BATAVIA, KANE COUNTY, ILLINOIS.

APPLICATION FOR ANNEXATION AND ZONING

NAME OF APPLICANT: MARTIN FARM HOLDING LLC NO 7 (Please Print)

ADDRESS: 1305 S. RIVER ST. BATAVIA IL 60510

TELEPHONE NUMBER: (Home) _____ (Work) 630-879-2660 EXT 204

**To The Plan Commission
CITY OF BATAVIA, ILLINOIS**

ADDRESS/LOCATION OF PROPERTY: 910 GARFIELD
(Streets - Roads, Bounding Property)

PRESENT ZONING CLASSIFICATION: (Kane County)

REQUESTED CITY ZONING and INTENDED USE:

OWNER OF RECORD: MARTIN FARM HOLDING LLC NO 7 (Please Print)

OWNER OF RECORD ADDRESS: 1305 S. RIVER ST. BATAVIA IL

TELEPHONE NUMBER: (Home) _____ (Work) 630-879-2660 EXT 204

ATTACH A LIST OF PROPERTY OWNERS WITHIN 250' (excluding streets and alleys); THEIR MAILING ADDRESSES (as shown on current tax rolls) and PIN NUMBERS:

(Add Attached Sheet If Needed)

To the best of my knowledge I verify that the names and addresses of the attached list to be true and accurate at the time of filing.

SIGNATURE OF APPLICANT: Clemens H. Mouton MANAGER

SIGNATURE OF OWNER OF RECORD: _____
(If Applicant and Owner of Record are not the same.)

NOTE: Owner/Applicant, by submission of this application, and consideration of same by the City of Batavia, acknowledges his familiarity with the Batavia Municipal Code, and his responsibility for payment of

ANNEXATION
Filing Procedures

1. **Application Completed and Signed** – If the applicants name and owner of record are different you must have both signatures on the application.
2. Make sure **ALL** contiguous property owners have been supplied on application. Names of **PROPERTY OWNERS AND THEIR MAILING ADDRESS (NOT** renter's name and address). This list should include all properties within 250' of subject property.
3. Supply the **PIN NUMBER** of each contiguous property and a statement which verifies that contiguous property owners and pin numbers are correct. Also supply business size envelopes with postage included, addressed to each contiguous property owner, listing the City Of Batavia as the return addressee.
4. **Annexation Plat** with legal description of property to be annexed. Submit original Mylar and six (6) full sized/scaled plat and one copy of plat reduced to 11 x 17 for office use. (See requirements for an acceptable annexation plat attachment.) If City Of Batavia is to record annexation plat when finalized provide an Authorization to Record Plat letter. (See sample attached.)
5. If property being annexed is to be subdivided a **PRELIMINARY PLAT** must be submitted at time of filing along with six (6) full size copies and a reduced copy 11 x 17.
6. **Petition for Annexation** – Original petition with original signatures.
7. **In addition to hard copies** all plans and documents to be electronically filed saved as an 11 x 17 sized PDF file provided by e-mail or on CD.
8. **Filing Fee** – determined by the amount of property to be annexed.

APPLICATION FOR ANNEXATION AND ZONING

NAME OF APPLICANT: _____ (Please Print)

ADDRESS: _____

TELEPHONE NUMBER: (Home) _____ (Work) _____

**To The Plan Commission
CITY OF BATAVIA, ILLINOIS**

ADDRESS/LOCATION OF PROPERTY: _____
(Streets - Roads, Bounding Property)

PRESENT ZONING CLASSIFICATION: (Kane County)

REQUESTED CITY ZONING and INTENDED USE:

OWNER OF RECORD: _____ (Please Print)

OWNER OF RECORD ADDRESS: _____

TELEPHONE NUMBER:
(Home) _____ (Work) _____

ATTACH A LIST OF PROPERTY OWNERS WITHIN 250' (excluding streets and alleys); THEIR MAILING ADDRESSES (as shown on current tax rolls) and PIN NUMBERS:

(Add Attached Sheet If Needed)

To the best of my knowledge I verify that the names and addresses of the attached list to be true and accurate at the time of filing.

SIGNATURE OF APPLICANT: _____

SIGNATURE OF OWNER OF RECORD: _____
(If Applicant and Owner of Record are not the same.)

NOTE: Owner/Applicant, by submission of this application, and consideration of same by the City of Batavia, acknowledges his familiarity with the Batavia Municipal Code, and his responsibility for payment of

all fees and charges described therein and required in connection with the proceedings initiated by this application.

APPLICATION FOR ANNEXATION AND ZONING
(For Office Use Only)

Date Application Received: _____ Fee Paid: \$ _____

Date Referred by Code Enforcement Officer to Plan Commission: _____

Date LEGAL NOTICE Published: _____

Newspaper LEGAL NOTICE Published: _____

Date NOTICE Posted: _____

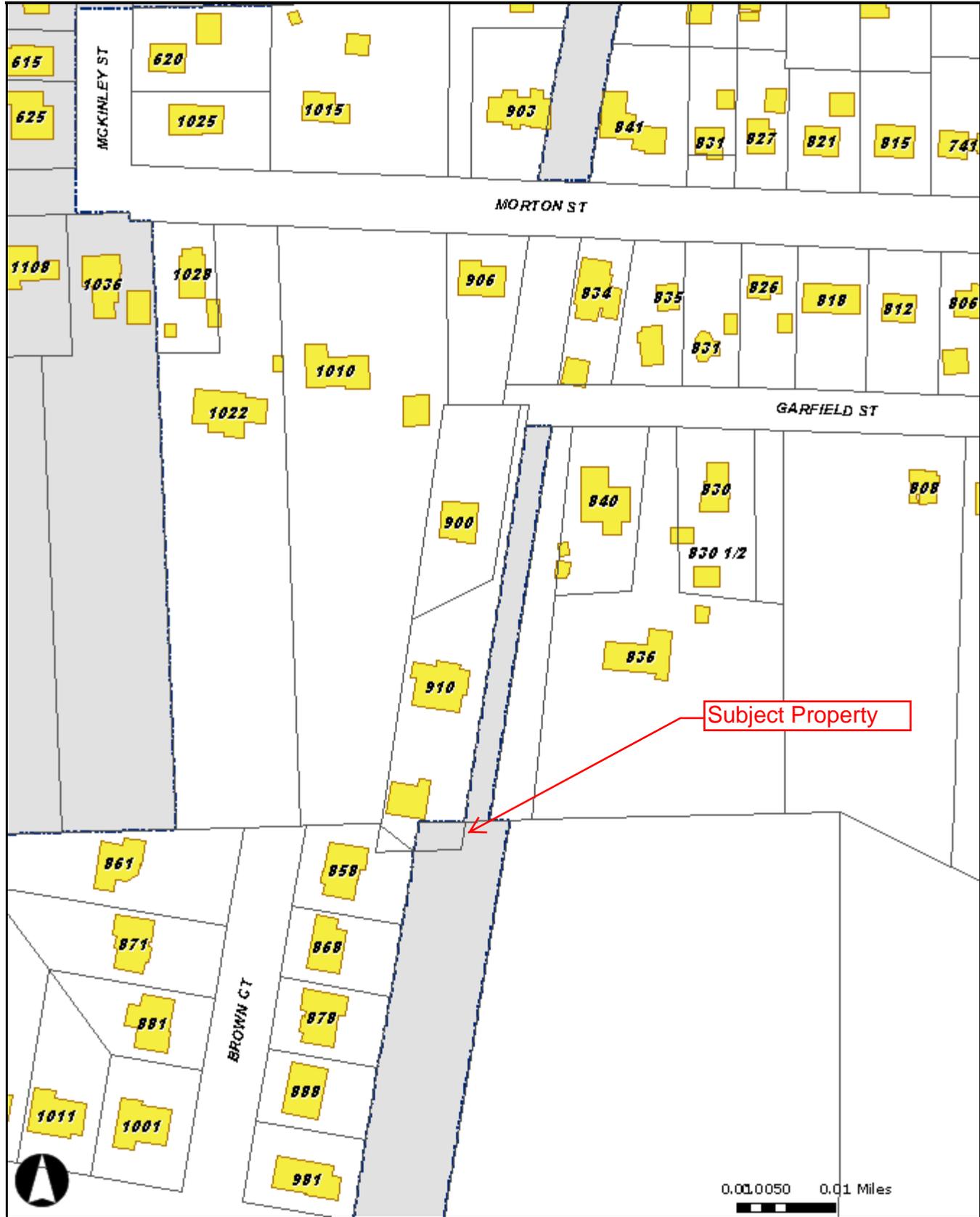
Date Notices Sent to Fire Protection District, Library Board Members and Commissioners of Batavia or Geneva Township: _____

PUBLIC HEARING DATE: _____

Plan Commission Comments: _____

Date Plan Commission Approved / Denied: _____

Batavia WebGIS



ADDRESSES

BUILDINGS

CITY LIMITS

BUSINESSES

STREETS LG SCALE

City of Batavia

Batavia Twp

PARCELS



CREEKS



DISCLAIMER

Maps and data provided by the City of Batavia are not intended to have, nor do they have, the accuracy of surveys or legal descriptions of land areas. GIS data obtained from the City of Batavia is intended for representational use only. Reliance on such maps and data is at the risk of the recipient. This information, in either electronic or map form, is provided "as is". No warranty expressed or implied is made regarding the accuracy, timeliness, or completeness of the data, nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other data.

CITY OF BATAVIA

DATE: February 26, 2013
TO: Community Development Committee
FROM: Jason Bajor, Assistant City Administrator
Scott Buening, Director of Community Development
SUBJECT: Discussion of City Development Incentives

Issue: At the February 13, 2013, Community Development Committee (CDC) meeting, the Committee reviewed the proposed changes to the Downtown Improvement and Façade Grant programs - with the additional input from the Batavia Chamber of Commerce and Batavia MainStreet. During its deliberation of the matter, the CDC recommended modifications to the originally proposed changes (which are highlighted below). This matter now comes before the CDC again for a discussion as to whether the proposed changes (as modified) are suitable for recommendation before the full City Council.

Proposed Changes to the Façade and Downtown Improvement Grant Programs: Below are outlines of both grant programs along with the proposed changes to each that staff had previously presented.

The following are the current provisions and proposed changes to the Façade Grant Program (i.e. external building improvements). The items highlighted in bold indicate changes resulting from the 2/13 meeting:

- Maintain the 50/50 match provision between property/business owner and the City.
- **Maintain the minimum project budget of \$1,000 (i.e. minimum grant of \$500) and maximum project budget amount of \$10,000 to (i.e. maximum grant of \$5,000).**
- Property owner must be co-applicant with any business requesting assistance.
- **Implement a “claw-back” provision where if the owner sells the building within a specified period, a portion of the grant would be refunded to the City. The current proposal is a 4-year period – 100% refunded within the 1st year, 75% within the 2nd year, 50% within the 3rd year, and 25% within the 4th year. There would be no refund applicable after the 4th year. The obligation would be conveyed via a lien on the property.**
- Include an economic development assessment of the project’s impact/value for the City Council’s consideration prior to approval. **Also include a financial analysis of the tenant and property owner to include: financial statements, tax returns, and applicable credit and background checks.**
- Include tuck pointing as an allowable improvement for grant eligibility, however, under a one-time only provision.
- Include business signage as an allowable improvement for grant eligibility; with guidelines as to permitted and non-permitted signage types and a claw back/refund provision should the business close prior to a suitable time period. **This details of**

this program will be presented under a separate cover to the CDC at a future meeting

The following are the current provisions and proposed changes to the Downtown Improvement Grant Program (i.e. internal building improvements). The items highlighted in bold indicate changes resulting from the 2/13 meeting:

- Maintain the 50/50 match provision between property/business owner and the City.
- Reduce the minimum project budget to \$1,000, down from \$2,500 (i.e. minimum grant of \$500) **and maintain the maximum project budget amount at \$50,000 (i.e. maximum grant of \$25,000).**
- Property owner must be co-applicant with any business requesting assistance.
- **Implement a “claw-back” provision where if the owner sells the building within a specified period, a portion of the grant would be refunded to the City. The current proposal is a 4-year period – 100% refunded within the 1st year, 75% within the 2nd year, 50% within the 3rd year, and 25% within the 4th year. There would be no refund applicable after the 4th year. The obligation would be conveyed via a lien on the property.**
- Include an economic development assessment of the project’s impact/value for the City Council’s consideration prior to approval. **Also include a financial analysis of the tenant and property owner to include: financial statements, tax returns, and applicable credit and background checks.**
- Restrict the allowable improvements for grant eligibility to accessibility improvements and permanent, code-related construction and remodeling (i.e. electric, plumbing, etc.).

Conclusion: Staff welcomes a dialogue with the CDC to determine whether these suggested changes to the grant programs are acceptable before proceeding to the City Council for final approval.

Please feel free to contact either Jason Bajor or Scott Buening if you have questions.

attachments: 2-13-13 Memo to CDC

Façade Improvement Grant Narrative and Application

Downtown Improvement Grant Narrative and Application

cc: Bill McGrath, City Administrator
Peggy Colby, Director of Finance
Jeff Albertson, Building Commissioner

Meredith Hannah, Economic Development Analyst

CITY OF BATAVIA

DATE: February 13, 2013
TO: Community Development Committee
FROM: Jason Bajor, Assistant City Administrator
Scott Buening, Director of Community Development
SUBJECT: Discussion of City Development Incentives

Issue: At the January 15, 2013, Community Development Committee (CDC) meeting, the Committee reviewed proposed changes to the Downtown Improvement and Façade Grant programs. As a follow-up to that meeting, on January 30, 2013, staff met with representatives of the Batavia Chamber of Commerce and Batavia MainStreet to garner their feedback on the proposed changes. This matter now comes before the CDC for a second time to review the proposed changes with the additional input from the Batavia Chamber of Commerce and Batavia MainStreet.

Results of the Batavia Chamber and MainStreet Meeting: The following is a summary of the viewpoints expressed at the joint Batavia Chamber and Mainstreet meeting:

- Both organizations are very supportive of the grant programs and stressed the importance of them continuing to be a part of the City's overall economic development efforts – they provide the City with a competitive advantage over other communities when potential investors are looking to locate their business.
- There are concerns over reducing the Downtown Improvement Grant amount from \$25,000 to \$10,000 – typical build-out projects often surpass this reduced amount. This may serve to deter potential projects from moving forward. There was also the suggestion of pooling the total grant amounts (currently split between the Façade and DIG) to be more flexible to changing market desires as well as possibly raising the total budget amounts for both grants.
- The City should incorporate a financial review of the applicant as well as an economic development assessment of the viability of the applicant's intended purpose for the grant(s) (i.e. is this a desired business that will positively impact the downtown and to what degree). The group emphasized that a qualitative economic development assessment should also be included in the recommendation to the CDC/City Council.
- The Micro Loan Program could/should be viewed as a next-tier incentive program above the grant programs and below a more comprehensive redevelopment agreement.
- The Downtown Improvement Grant should strictly focus on internal building improvements and stay away from tenant-related improvements. For example, primary electrical & plumbing work, accessibility improvements, etc. are viewed positively, while tenant-specific painting and flooring/carpeting are not items that should be supported via the grant.

- A signage grant program, or some other form of assistance within the existing grant programs, should also be implemented.
- Greater promotional efforts as to grant recipients and the successes they have realized due the grants' assistance need to be implemented. This would include some sort of visible window sign or similar device that would let customers know that the City's grant efforts were part of the businesses' existence. This would include temporary signage during construction as well as a permanent sign showing that they have received funds in the past.

Proposed Changes to the Façade and Downtown Improvement Grant Programs:

Below are outlines of both grant programs along with the proposed changes to each that staff had previously presented.

The following are the current provisions and proposed changes to the Façade Grant Program (i.e. external building improvements):

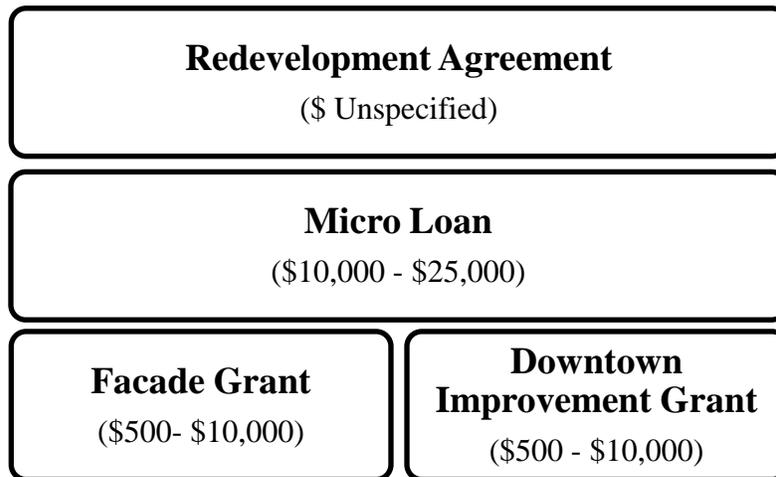
- Maintain the 50/50 match provision between property/business owner and the City.
- Maintain the minimum project budget of \$1,000 (i.e. minimum grant of \$500) but raise the maximum project budget amount from \$10,000 to \$20,000 (i.e. maximum grant of \$10,000).
- Property owner must be co-applicant with any business requesting assistance.
- Include an economic development assessment of the project's impact/value for the City Council's consideration prior to approval.
- Include tuck pointing as an allowable improvement for grant eligibility, however, under a one-time only provision.
- Include business signage as an allowable improvement for grant eligibility; with guidelines as to permitted and non-permitted signage types and a claw back/refund provision should the business close prior to a suitable time period.

The following are the current provisions and proposed changes to the Downtown Improvement Grant Program (i.e. internal building improvements):

- Maintain the 50/50 match provision between property/business owner and the City.
- Reduce the minimum project budget to \$1,000, down from \$2,500 (i.e. minimum grant of \$500) and also reduce the maximum project budget amount from \$50,000 down to \$20,000 (i.e. maximum grant of \$10,000).
- Include an economic development assessment of the project's impact/value for the City Council's consideration prior to approval.
- Restrict the allowable improvements for grant eligibility to accessibility improvements and permanent, code-related construction and remodeling (i.e. electric, plumbing, etc.).
- Property owner must be co-applicant with any business requesting assistance.

Micro Loan or Redevelopment Agreement: In addition to the grants described above, an applicant would still be able to request additional funding under the current Micro Loan Program (for loans up to \$25,000) in addition to larger funding assistance within a more comprehensive Redevelopment Agreement.

The following graphic depicts the various programs and their relationships within the overall incentive “tool box”:



Conclusion: From the dialogue among the Community Development Committee, Batavia Chamber of Commerce, Batavia Main Street and city staff, it would appear there is support for continuing with the grant programs. It is also apparent that a greater level of financial background and qualitative assessment of the potential project is desired, in addition to moving forward with some form of assistance toward business signage. What is less clear is whether the maximum grant amount associated with the Downtown Improvement Grant should remain at its current level or be reduced as originally suggested. Staff welcomes a dialogue with the CDC to determine whether these suggested changes are acceptable before proceeding to the City Council for final approval.

Please feel free to contact either Jason Bajor or Scott Buening if you have questions.

attachments: Downtown Improvement Grant Narrative and Application
Façade Improvement Grant Narrative and Application

cc: Bill McGrath, City Administrator
Peggy Colby, Director of Finance
Jeff Albertson, Building Commissioner
Meredith Hannah, Economic Development Analyst

City of Batavia Façade Improvement Program

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

INTRODUCTION

The façade Improvement Program is designed to enhance the overall appearance and image of Batavia's Downtown Historic District. The City of Batavia will provide matching grants to encourage façade improvements of storefronts in the Downtown_Historic District. Under the program building/business owners are eligible for up to 50% of the actual façade improvement costs, up to the maximum amount established by the Batavia City Council. If more applications are received than current funding levels will allow, the City reserves the right to prioritize the applications or prorate the funds awarded on the basis of the location of the project, the extent of the work, the level of private funding, and the relative impact of the proposed improvements on the area.

The Director of Community Development, (hereinafter referred to as "Director"), or his/her designee, is responsible for staff administration of the Façade Improvement Program.

APPLICATION POLICIES

A. Eligibility

Formatted: Space After: 0 pt, Line spacing: single

1. [Projects are required to comply with the Illinois Prevailing Wage Act \(820 ILCS 130/0.01 et. seq.\). By submitting an application for these grants, applicant acknowledges and agrees that they will comply with the provisions of the Act.](#)
2. Projects must be located in the Downtown [Historic District](#) and in an active [Tax Increment Finance District](#).
3. Projects must have a minimum budget of \$1,000.00.
4. Projects eligible for grants may receive reimbursement for up to 50% of the actual façade improvement costs to a maximum of \$10,000.
5. Projects must include improvements to a building façade consisting of a front, side or rear of a building adjacent to a public street, public alley or public parking lot.
6. Eligible improvements include, but are not necessarily limited to:
 - Awnings, canopies, and shutters
 - Doors
 - Landscaping
 - Lighting (exterior)
 - Specialty Painting
 - Restoration of original architectural features
 - Stairs, porches, railings, and exits
 - Tuckpointing (once per building)
 - Windows
7. Projects and expenses such as the following are not eligible:

Formatted: Header, Indent: Left: 0.5", Hanging: 0.5"

Formatted: Font: 12 pt, Not Bold

Formatted: Space After: 0 pt, Line spacing: single

- Projects that are essentially maintenance, including, but not limited to cleaning of masonry, and roof repair and replacement
- New construction or expansion projects
- Signs
- Furnishings, equipment or personal property not affixed to the real estate
- Interior remodeling or utilities upgrades
- Pest extermination
- Parking lot resurfacing
- Building or land acquisition
- Any permit or legal fees
- Work begun prior to application submittal; work done after application submittal may be eligible for grant funding
- Emergency, safety-related demolition expenses
- Work proposed on property with an active code compliance citation

Formatted: Line spacing: single

B. Design Services Grant

Services of an appropriate design professional of up to \$1,000 per project is available for schematic design, subject to the \$10,000 total grant limit.

Formatted: Space After: 0 pt, Line spacing: single

C. Evaluation Criteria

The City will evaluate applications based on the information submitted as well as the economic environment which the project is located within. As part of the evaluation process, staff will review and evaluate the applicants tax returns, business plan, financial statements, credit and background checks as well as other comparable businesses located in the downtown area. City staff will make recommendations to the Community Development Committee and the City Council as part of this application.

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

In addition, the Secretary of the Interior's Standards for Rehabilitation, in conjunction with the Batavia Historic Preservation Commission Design Guidelines, shall be used as the evaluation criteria, pending approval by the City Council of local design guidelines.

The Secretary of the Interior's Standards for Rehabilitation

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and its environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding

Formatted: Space After: 0 pt, Line spacing: single

conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and reserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy history materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

D. Demolition

While emergency, safety-related and minor exploratory demolition may be necessary, such demolition may prohibit inclusion in the Program.

E. Contractors

Qualified Applicants may serve as their own contractor, but in this case, only materials cost may be covered by the grant.

F. Lien

The Property Owner and Applicant shall agree and consent to the City recording a lien on the property in the amount of the grant. Said lien will remain in the property until the end of the fourth year following the payment of the grant when it will then be released by the City. If the property is sold prior to the end of the fourth year, the lien shall be repaid to the City on a prorated annual basis. (i.e. if the property is sold during the first year following a grant award, 100% of the grant must be repaid. If it is sold during the fourth year following a grant award, 25% of the grant shall be repaid)

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

Formatted: Space After: 0 pt, Line spacing: single

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

APPLICATION PROCEDURES

1. Applicants shall contact the Community Development Department to establish potential eligibility of proposed improvements and the availability of grant program funds.
2. A completed application form and required submittals shall be submitted to the Community Development Department, including appropriate drawings, budget estimates, and proof of ownership ~~and/or~~ executed lease with owner's written consent.
3. Grants are accepted on a continual basis. Meetings to review applications are typically held within 2-3 weeks after a completed application is submitted.
4. The Applicant or a designated representative is expected to attend the meeting of the Historic Preservation Commission (HPC) when the application is being discussed, to present and explain proposed improvements and to receive review comments. The HPC shall not take action on an application unless the Applicant or a representative is present.
5. The HPC shall make a formal recommendation to the Community Development Committee on each application.
6. Revised and completed plans shall be submitted to the Director. Applicants shall also submit at least two competitive bids for all work being proposed in the project, with names of contractors, copies of all bids and anticipated dates of construction and completion. Sole source bidding may be approved by the HPC for specialized work if reasonable attempts to obtain a second bid have been unsuccessful. Eligible contractor Applicants shall submit copies of estimates for all materials, along with anticipated dates of construction and completion, as part of the application.
7. If the CDC recommends approval, the application and Agreement shall be forwarded to the City Council for approval as provided in sections 7 & 8 under "Administrative Procedures", herein.
8. If approved by the City Council, the Agreement shall be signed by the Applicant and the City of Batavia as provided in section 7 of "Administrative Procedures," herein.
9. Applicants shall apply for and receive a building permit prior to undertaking any work requiring a permit under the Building Code. The building permit fee will be waived for all work approved under the Façade Improvement Program.
10. Construction shall proceed according to the approved plans and subject to periodic inspections. Construction must be completed within 180 days of execution of the Agreement, unless a written extension is granted by the City Council.

Formatted: Space After: 0 pt, Line spacing: single

11. Applicants shall submit contractors' certified payroll forms, final receipts and lien waivers to the Community Development Department to request reimbursement.
12. Applicants shall maintain the property without changes or alterations to work funded by the Façade Improvement Program for a minimum period of four ~~(4)three (3)~~ years from the date of project completion.

ADMINISTRATIVE PROCEDURES

1. Upon submittal, the Director shall inform the applicant of the availability or anticipated availability of funds in the grant program's budget. If funds could be available, the Director will review the application to ensure that it contains all necessary information, including drawings and specifications, preliminary cost estimates and proof of ownership or executed lease with owner's written consent. The Director will prepare written notification to the Applicant confirming receipt of the application. If the application is incomplete, a detail of all remaining items will be included. The Director will also advise the Applicant of the submittal deadline for all material needed to make the application complete. When the application is complete the Director will accept the application and will notify each Applicant of the HPC meeting when the application will be discussed.
2. If, in the opinion of the Director the application requires additional design work before it can be reviewed, the Director will forward notification of this requirement as part of the written confirmation of the application.
3. A Design Services Grant up to \$1,000 for professional design services may be awarded as part of the Façade Grant Application approval. An application for a Design Services Grant shall contain a cost estimate from a licensed design professional along with the scope of work for the design of the project. This application request is a part of the Façade Grant Application.
4. Once a completed application is submitted, the Director shall forward all applications to the HPC. The HPC shall review the applications at a public meeting and make comments on the application. The HPC may meet with Applicants and arrange for site visits to the properties. Upon completion of its review process, the HPC shall forward its comments to the Director, along with any other appropriate or related information.
5. The Director shall prepare a report to the CDC transmitting the HPC recommendation, including a Resolution for the awarding of grant and applicable Agreement for each application. All reports shall include bid information and any revisions requested by the HPC.
6. The CDC shall review each application, together with the Resolution, and make its recommendation for approval or disapproval to the City Council. The Applicant or a representative shall attend the CDC meeting when the application is being discussed. The CDC shall not take action on an application unless the Applicant or a representative is present.

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

Formatted: Space After: 0 pt, Line spacing: single

7. If the CDC recommends approval, the Director shall prepare the Façade Improvement Program Agreement, as an exhibit to the Resolution, and forward to the City Council.
8. If approved by City Council, the Agreement shall be signed by the Applicant and the City of Batavia as provided in section 9 of "Application Procedures," herein.
9. When the project is completed, the HPC shall inspect all work done and provide notification to the Director, confirming that the Applicant has made the improvements as per the Agreement.
10. Upon confirmation by the HPC that the work has been satisfactorily completed; the Director shall approve the release of a check in the amount of the approved grant to the Applicant.

City of Batavia Downtown Improvement Grant

Formatted: Font: 14 pt

INTRODUCTION

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

The Downtown Improvement Grant Program is designed to enhance the overall economic viability and appearance of downtown Batavia by assisting in the funding of improvements that will lead to additional business activity in the downtown. The City of Batavia will provide matching grants to encourage improvements to the interior of downtown buildings to make them more attractive and code compliant for new and expanding businesses. Under the program building or business owners are eligible for up to 50% of the actual improvement costs, up to a maximum amount of \$25,000. Applications will be accepted on an ongoing basis and grants will be awarded based on goals for the downtown contained in adopted Redevelopment Plans, the Comprehensive Plan and other City Council objectives. Grants will be awarded depending on the availability of funds.

The Director of Community Development (the Director), or his/her designee, is responsible for staff administration of the Downtown Improvement Program.

APPLICATION POLICIES

Formatted: Space After: 0 pt

A. Eligibility

Formatted: Indent: Left: 0.5", Hanging:

1. [Projects are required to comply with the Illinois Prevailing Wage Act \(820 ILCS 130/0.01 et. seq.\). By submitting an application for these grants, applicant acknowledges and agrees that they will comply with the provisions of the Act.](#)

Formatted: Indent: First line: 0", Space After: 0 pt, Line spacing: single

2. Projects must be located in a Tax Increment Finance (TIF) district.

Formatted: Space After: 0 pt, Line spacing: single

2. Projects must have a minimum total budget of \$1,000.00.

3. Projects eligible for grants may receive reimbursement for up to 50% of the actual improvement costs to a maximum grant of \$25,000.

4. Eligible improvements include, but are not necessarily limited to:

Formatted: Indent: Left: 1.25", Space After: 0 pt, Line spacing: single, No bullets or numbering, Tab stops: Not at 1.5"

- Accessibility improvements for handicapped persons
- Energy conservation improvements
- Electrical work, including service upgrades
- Fire alarm systems
- Fire sprinkler system installation or upgrade, including any needed water service improvements
- Heating, ventilation and air conditioning
- Lighting

Formatted: Space After: 0 pt, Line spacing: single, Tab stops: Not at 1.25"

Formatted: Space After: 0 pt, Line spacing: single

- Plumbing
- Restoration of historic interior architectural features, including ceilings, light fixtures, floors and architectural detailing
- Utility service upgrades, including water and sewer

5. Projects and expenses such as the following are not eligible:

- Building or land acquisition
- Design services, including architectural and interior design
- Emergency or safety-related demolition expenses
- Exterior improvements eligible under the Façade Grant Program
- Flood or water damage repairs
- Furnishings, equipment or personal property not affixed to the real estate
- Legal fees
- Maintenance work
- New construction or building expansion projects
- Painting
- Parking lot resurfacing
- Pest extermination
- Structural repairs
- Work begun prior to application submittal or done without a required building permit; work done after application submittal may be eligible for grant funding at the discretion of the City Council
- Work proposed on property with an active code compliance citation

Formatted: Indent: Left: 1", Space After: 0 pt, Line spacing: single, No bullets or numbering

Formatted: Space After: 0 pt, Line spacing: single

Formatted: Indent: Hanging: 0.5", Space After: 0 pt, Line spacing: single, Tab stops: Not at 1"

Formatted: Space After: 0 pt, Line spacing: single

B. Evaluation Criteria

The City will evaluate applications based on the information submitted as well as the economic environment which the project is located within. As part of the evaluation process, staff will review and evaluate the applicant's tax returns, business plan, financial statements, credit and background checks as well as other comparable businesses located in the downtown area. City staff will make recommendations to the Community Development Committee and the City Council as part of this application.

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

In addition, the Secretary of the Interior's Standards for Rehabilitation, in conjunction with the Batavia Historic Preservation Commission Design Guidelines, shall be used as the evaluation criteria for exterior work. Interior work will be evaluated based on the contribution the project will make to downtown redevelopment and business expansion goals.

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

C. Demolition

Formatted: Space After: 0 pt, Line spacing: single

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

While emergency, safety-related and minor exploratory demolition may be necessary, such demolition may prohibit inclusion in the Program.

D. Contractors

Qualified Applicants may serve as their own contractor, but only the cost of materials will be considered eligible expenses to be funded by the grant.

E. Lien

The Property Owner and Applicant shall agree and consent to the City recording a lien on the property in the amount of the grant. Said lien will remain in the property until the end of the fourth year following the payment of the grant when it will then be released by the City. If the property is sold prior to the end of the fourth year, the lien shall be repaid to the City on a prorated annual basis. (i.e. if the property is sold during the first year following a grant award, 100% of the grant must be repaid. If it is sold during the fourth year following a grant award, 25% of the grant shall be repaid)

APPLICATION PROCEDURES

1. Applicants shall contact the Community Development Department to establish potential eligibility of proposed improvements.
2. A complete application form and required submittals shall be submitted to the Community Development Department, including appropriate drawings, budget estimates, two current bids for the proposed work, and proof of ownership or executed lease with owner's written consent. Building Owners are required to be co-applicants on any grant application.
3. Grant applications may be submitted at any time.
4. Applicants shall submit at least two formal written bids for all work being proposed in the project. The application shall contain the names of contractors, copies of all bids and anticipated dates of construction and completion. Sole source bidding may be approved by the CDC for specialized work if reasonable attempts to obtain a second bid have been unsuccessful. Contractor Applicants shall submit copies of estimates for all materials, along with anticipated dates of construction and completion, as part of the application.
5. The Applicant or a designated representative is expected to attend all meetings of the Community Development Committee (CDC) when the application is being discussed. The CDC will not take action on an application unless the Applicant or a representative is present.

Formatted: Space After: 0 pt, Line spacing: single

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

Formatted: Space After: 0 pt

Formatted: Space After: 0 pt, Line spacing: single

6. The CDC shall make a formal recommendation to the City Council on each application.
7. Revised plans shall be submitted to the Director prior to scheduling the application for a City Council agenda if the CDC requests changes.
8. If the CDC recommends approval, the application and a Grant Agreement shall be forwarded to the City Council for approval.
9. If approved by the City Council, the Agreement shall be signed by the Applicant, Property Owner and the City of Batavia as provided in section 6 of Administrative Procedures, below.
10. Applicants shall apply for and receive a building permit prior to undertaking any work requiring a permit under the Building Code. The building permit fee will be waived for all work approved under the Downtown Improvement Grant Program.
11. Construction shall proceed according to the approved plans and subject to periodic inspections. Construction must be completed within 180 days of execution of the Agreement, unless a written extension is granted by the Director.
12. Applicants shall submit final receipts and lien waivers to the Community Development Department to request reimbursement.
13. Applicants shall maintain the property without changes or alterations to work funded by the Downtown Improvement Grant Program for a period of ~~three (3) years~~ four (4) years from the date of completion. The City Council may require the owner of the benefiting property to consent to imposition of a lien on the property to insure that the property continues to be maintained in accordance with the terms of the grant and that there are no alterations or removal of improvements funded by the grant without the express written consent of the City. In the event there are unauthorized alterations or removal of improvements funded by the grant that result in diminution of value of the grant, the owner shall reimburse the City for the lost value. In the event the owner refuses to so compensate the City, the City shall have the right but not the obligation to foreclose the lien in order to collect the debt. The lien shall be released by the City at the end of the grant period ~~of three years from the date of completion~~ unless foreclosure activity is taking place, it appears reasonably likely that foreclosure will be necessary or there has been a refusal by the owner to compensate the City and the City has chosen to defer foreclosure of the lien.

ADMINISTRATIVE PROCEDURES

Formatted: Space Before: 0 pt, After: 0 pt, Line spacing: single

Formatted: Space After: 0 pt, Line spacing: single

1. Upon submittal, the Director will review the application to ensure that it contains all necessary information, including drawings and specifications, preliminary cost estimates, bids and proof of ownership or executed lease with owner's written consent. The Director will prepare written notification to the Applicant confirming receipt of the application. If the application is incomplete, a detail of all remaining items will be included. When the application is complete the Director will notify the Applicant of the date of the CDC meeting when the application will be discussed.
2. If the application proposes exterior work, the Director will schedule that portion of the application for a Historic Preservation Commission (HPC) meeting for review. The Applicant is expected to attend this meeting to discuss the proposal with the HPC. The HPC may schedule a site visit to assist in their review. The HPC comments will be forwarded to the CDC for their consideration.
3. The Director shall prepare a report to the CDC transmitting the application, staff recommendation, the HPC recommendation, if any, and a draft Resolution for the awarding of the grant. All reports shall include bid information and any revisions requested by the HPC.
4. The CDC shall review each application, together with the Resolution, and make a recommendation for approval or disapproval to the City Council.
5. If the CDC recommends approval, the Director shall prepare a Downtown Improvement Grant Program Agreement, as an exhibit to the Resolution, and forward to the City Council for approval.
6. If approved by City Council, the Agreement shall be signed by the Applicant and the City of Batavia.
7. When the project is completed, the Director shall inspect all work done and document that the Applicant has made the improvements as per the Agreement and approved plans.
8. Upon determination that the work has been satisfactorily completed and all lien waivers have been received, the Director shall approve the release of a check in the amount of the approved grant to the Applicant.
9. The Director shall maintain a permanent record of each complete application.



City of Batavia
Community Development Department
100 North Island Avenue
Batavia IL 60510
Phone (630) 454-2700
Fax (630) 454-2775

Application for Downtown Grant Improvement Programs

Grant Applying for (Check One only):

_____ Façade Grant

_____ Downtown Improvement Grant

All Tax Increment Financing Grant application funds are subject to compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.). By submitting an application for these grants, applicant acknowledges and agrees that they will comply with the provisions of the Act.

Property / Project
Address _____

Name of Tenant _____

Lease Expiration Date _____

Number of Tenants _____

Number of Commercial Units _____

Number of Residential Units _____

Current/Proposed Use of Building _____

Historic District Designation _____

Submittal Date ____/____/____

Property Owner's Name

Phone Number _____

Mobile Number _____

E-Mail _____

Business/Applicant Name _____

Business Address _____

Phone Number _____

Mobile Number _____

E-Mail _____

Business/Applicant
Signature _____

Property Owner Signature

Project Description :

Additional Information to be Submitted with Application
Check Each Completed Item

- Total Anticipated Budget: \$ _____
- Design Services Grant Requested? Y__ N__. Amount: \$ _____ (Maximum \$1,000)
- Total Anticipated Grant Request (Maximum 50% of total cost, Limit of \$1,000 to \$25,000 for Downtown Improvement Grant, \$1,000 to \$10,000 for Façade Grant):
\$ _____
- Completed Certificate of Appropriateness (COA) Application Form (attached) (Façade Grants Only)
- Itemized List of Proposed Improvements
- Completed Bids, Based on Prevailing Wage, From Two Contractors For Work Specified on the Itemized List
- Digital Photographs of Façade Elevations (include CD or flash memory, or copies of photos already sent to the City of Batavia via email) (Façade Grants Only)
- Drawings and/or Modified Photographs Showing Proposed Improvements
- Paint and Material Samples
- Proof of Ownership of Property and Executed Lease
- Three (3) years of immediate past tax returns for business
- Business Financial Statements (Business plan, income statement)
- Authorization to Conduct Credit and Background Check
- Authorization to Record Lien on property