

CITY OF BATAVIA
100 N. Island Avenue, Batavia, IL 60510
(630) 454-2000 <http://cityofbatavia.net>

Committee of the Whole Agenda
Tuesday, November 1, 2016
7:30 PM Council Chambers 1st Floor

1. Roll Call
2. Items Removed/Added/Changed
3. Matters From The Public (For Items NOT On Agenda)
4. Ordinance 16-66: Amending The Comprehensive Plan Land Use Map And Official Zoning Map To Service Business, 2080 And 2150 Main Street (JLS 10/28/16) CD

Documents:

[ORD 16-66 AND ORD 16-67 CRASH CHAMPIONS.PDF](#)

5. Ordinance 16-67: Approving Planned Development Overlay And Conditional Use For Heavy Vehicle Services-Crash Champions Collision Repair, 2080 Main Street (JLS 10/28/16) CD

Documents:

[ORD 16-66 AND ORD 16-67 CRASH CHAMPIONS.PDF](#)

6. Discussion: Unincorporated Islands Status (SCB 10/19/2016) CD

Documents:

[DISC ANNEX ISLANDS.DOCX.PDF](#)

7. Resolution 16-87-R: Kane County 2016 Community Development Block Grant Application (Scott Buening 10/27/16) CD

Documents:

[RES 16-87-R APPLICATIONCOMBINED.PDF](#)

8. Resolution 16-85-R: Authorizing Execution Of The Contract For Nagel Basin Conversion With Applied Ecological Services, Inc. (AMP 10/26/16) CS

Documents:

[RES 16-85-R NAGEL BASIN CONVERSION.PDF](#)

9. Resolution 16-86-R Authorizing Execution Of Lease Agreements For Office Space, Garage/Warehouse Space And Vacant Land With BEI Properties (Gary Holm 10/26/16) PU

Documents:

[RES 16-86-R AUTHORIZING EXECUTION OF LEASE AGREEMENTS WITH BEI PROPERTIES.PDF](#)

10. Project Status

11. Other

12. Executive Session: Setting The Price Of Land For Sale (SB)

13. Adjournment

CITY OF BATAVIA

DATE: October 28, 2016
TO: Committee of the Whole
FROM: Joel Strassman, Planning and Zoning Officer
SUBJECT: Crash Champions Auto Body Repair (2080 Main St) and Vacant Property (2150 Main St)

- **Ordinance 16-66:** Amendments to the Comprehensive Plan Land Use Map and Amendments to the Zoning Map, 2080 and 2150 Main Street
- **Ordinance 16-67:** Approving a Conditional Use for Heavy Vehicle Services (Body Shop) and Planned Development Overlay for Crash Champions, 2080 Main Street
My Properties LLC – 2080 E. Main St., Batavia, applicant

Summary: The attached draft Ordinances would allow the former Aldi store building at 2080 Main Street to be enlarged and used for an auto body shop.

- **Ordinance 16-66** would approve amendments to the Comprehensive Plan Land Use Map and Official Zoning Map to propose Service Business land use and zoning on the property at 2080 Main Street and the adjacent vacant, City-owned property at 2150 Main Street.
- **Ordinance 16-67** would approve a conditional use permit (CU) for heavy vehicle service use and planned development overlay (PD) for the proposed Crash Champions property improvements at 2080 Main Street.

Background: My Properties LLC – 2080 E. Main St., owner of Crash Champions, has submitted applications to propose a heavy vehicle service establishment (auto body shop) to occupy the former Aldi retail store at 2080 Main Street. My Properties would purchase the property from Aldi with approval of these Ordinances. My Properties would add approximately 7,000 square feet to the existing 14,800 square foot building. The City of Batavia owns the abutting vacant commercial property to the west at 2150 Main Street. This City property is included in the applications to amend the Land Use Map and Zoning Map, but is not part of the CU or PD applications.

In June, 2016, Crash Champions presented an [Initial Land Use Proposal](#) to the COW for its proposed use of the 2080 Main Street property. COW response was generally favorable. The COW had some concern about noise and the appearance of the site with storage of damaged vehicles. Crash Champions' owner Matt Ebert informed the COW that all work would be performed inside the building, and all vehicles waiting to be repaired would be inside the building or be placed inside a fenced-in area behind the building when the business is not open.

With support for proposed Service Business land use and zoning, staff believes that the City-owned vacant property at 2150 should also be considered for the same map amendments. This property has the same lack of visibility and circuitous access from arterial streets that does not work well with retail uses. Staff has included this approximately 51,000 square foot property in the Service Business land use and zoning map amendments.

In addition to the proposed building expansion, the building's north (main) façade would have added details to blend with the design of the proposed addition. Landscaping would be introduced in front of much of the north building wall, and existing islands in the parking lot would have new plants installed. The existing paved areas to the east and south of the building would be behind a solid wood fence. Employee only parking would be added in this area.

In the SB Service Business zoning district, heavy vehicle service such as auto body work requires City Council approval of a conditional use permit. The planned development overlay is proposed to approve modifications to the Zoning Code to allow a number of existing, nonconforming site and building conditions to remain, and to accommodate the proposed employee parking. The modifications are itemized in Ordinance 16-67, along with a number of approval conditions.

The Windmill Creek commercial area lacks a formal owner's association to maintain common facilities. Mr. Ebert has indicated a desire to facilitate the formation of an owner's association. The private roads that access each site are in need of repair. The City has begun a process to create a special service area (SSA) covering Windmill Creek to address maintenance of the roads. Ordinance 16-67 includes language requiring My Properties to repair the roads on what would be its property, and to obligate My Properties to not object to the creation of this SSA.

My Properties has informed staff that Aldi does not want the zoning approvals to be effective until after the sale of its property is completed. Both Ordinances include language to allow time for My Properties to demonstrate its ownership of the property to the City for the Ordinances to become effective. If the sale does not occur, the Ordinances essentially would vanish and the existing General Commercial land use classification and zoning would continue. CU, PD, and design review approvals would likewise not go into effect.

For a detailed description of the issues related to the proposed land use and zoning, and for detail on the proposed building and site changes for Crash Champions, please see the [staff memorandum to the Plan Commission](#). This memorandum includes an aerial map to identify the properties at 2080 and 2150 Main Street.

Plan Commission Review and Action: No citizens spoke at the October 21st hearing. My Properties representatives emphasize the building enhancements, added site landscaping, and parking lot and access road repairs that would be part of the project. Over \$1,000,000 of improvements is proposed.

The Commission stated that the proposed land use classification and zoning are appropriate for this automobile service oriented area. Proposed improvements at 2080 Main Street would enhance the appearance of the building and site. The Commission discussed staff recommended approval conditions of requiring all doors and windows be kept closed to reduce noise, and screening fence repair within 48 hours. The Commission felt that the distance to residences and Holy Cross Church and School is sufficient to allow facility doors to be open, thus reducing the need for HVAC use. Fence repair within 48 hours may be difficult to complete; 72 hours would be more reasonable.

By votes of 6-0, the Commission recommended approval of the Land Use Map and Zoning Map amendments and of the proposed CU and PD with the specifications and conditions as listed in Ordinance 16-67. The Commission also approved Design Review (6-0) subject to City Council approval of the map amendments, PD, and CU.

Alternatives: The COW can recommend approval of the Ordinance as presented, add or remove approval conditions, recommend denial, or continue its review with direction to staff for revisions.

- **Pros:** Approval of Ordinances 16-66 and 16-67 would allow for investment in, and appropriate use of a long-vacant building at 2080 Main Street. The abutting property to the west could be developed with a compatible use.
- **Cons:** Not approving Ordinances 16-66 and 16-67 would leave both properties as is. There has been little interest in use of either property with the existing zoning that likely would continue.
- **Budget Impact:** The City will realize building permit revenue and some new retail sales tax revenue once the project is complete. After project completion, the property likely would have an increased assessment leading to an increase in real estate property tax paid.
- **Staff Impact:** Staff time has and would be used to complete the entitlement process and throughout the building permit processes. After completion of the project, there would be no more staff time needed than if either or both sites had general commercial uses.

Timeline for Actions: With COW recommendations for approval of both Ordinances (as presented or with direction for revision), both would be placed on the City Council's agenda for the November 7th meeting.

Staff Recommendations: Attached Ordinances 16-66 and 16-67 have been drafted to include the Plan Commission's recommendations. As stated before, staff had recommended keeping building doors and windows closed to reduce noise, and fence repair within 48 hours. Staff recommends approval of Ordinances 16-66 and 16-67 as presented, or with direction to staff to revise both to include closed doors and windows and 48 hour fence repair.

Attachments

1. My Properties Project Narrative
2. Draft Ordinance 16-66
3. Draft Ordinance 16-67

c Mayor Department Heads
Applicant Media

NARRATIVE

Applicant, My Properties LLC – 2080 E. Main Street, Batavia, desires to purchase from Aldi, Inc. (“Aldi”) the former Aldi Foods store located at 2080 Main Street, Batavia (“Property”) to repurpose the building for a Crash Champions automobile repair facility.

Aldi moved out of the Property in 2011 and has been marketing the Property for sale since then. This is the first contract on the Property since it has been marketed for sale by CBRE. Crash Champions principal, Matt Ebert has been involved in the car repair industry for 20 years and has owned and operated Crash Champions for approximately 16 years. Crash Champions currently has facilities located in New Lenox (corporate office), Plainfield, Crestwood, Mokena and Chicago. Crash Champions will be moving from its current location in Plainfield to a new location in Plainfield on Route 59.

Crash Champions repurpose of the Aldi building would consist of the existing former Aldi Building containing 14,860 square feet and a proposed 7,076 square foot addition. The building contains a 17,822 square foot, shop area, 2,452 square foot office area and a 1,662 enclosed area for estimates. All repair work would be conducted inside the building. Employee parking would be located in the front of the building. All customer vehicle cars for repair would be parked behind the building to the south. This parking area would contain a six-foot-high vinyl privacy fence.

As can be seen from the site plan and elevations, the proposed redevelopment will enhance the exterior appearance of the Property. The proposed comprehensive plan amendment and re-zoning to the Service Business District with a PUD overlay and with a conditional use for Vehicle Services, heavy, would also be consistent with the trend of development in the Wind Mill Creek Center for automobile service related uses. These uses include a Firestone Complete Auto Care to the east, Valvoline Instant Oil Change, Tuffy’s Auto Service Center and a Mobil Oil gas station, all to the northeast, and Tower Car Wash to the North. The proposed addition of an automobile repair facility would be natural addition to this center given the existing automotive uses and can create synergy with the adjoining automotive uses. The side yard deviation from 10 feet to zero feet merely codifies the current setback of the building.

The City of Batavia has applied to rezone vacant lot 16 and the southerly 270 feet of Lot 11 in the subdivision from General Commercial to Service Business, as well, to match the trend of development in the Wind Mill Creek Center as described above.

The Application meets all of the City’s standards and requirements for a 1) Comprehensive Plan Amendment from General Commercial to Service Business for the Aldi property and the City Property; 2) Re-zoning from General Commercial to Service Business with a PUD overlay for the Aldi Lot and a rezoning from General Commercial to Service Business for the City Lot; 3) Conditional use for vehicle services, heavy and vehicle services, light for the Aldi Lot; 4) Design review approval for the Aldi Lot. The following details how all these standards are met:

COMPREHENSIVE PLAN AMENDMENT

The proposed Comprehensive Plan Amendment is appropriate because it meets the Comprehensive Plan Land Use goals, which provide:

Goal 1. Maintain Batavia as an attractive place to live, work, shop and play, with a balance of land uses.

RESPONSE: The proposed use adds to the balance of land uses in Batavia. Many of the surrounding uses in this subdivision are automotive related uses, which will create additional sales synergy for this center. Also, this facility will benefit the residents of Batavia by having such a convenient facility within their town to repair their automobiles. Rezoning the City lots also will add to the balance of land uses and will more appropriately reflect the trend of development in this commercial center.

Goal 2. Protect and enhance environmentally sensitive and historically significant place.

RESPONSE: This goal is not applicable. The subject property is not environmentally sensitive or historically significant. It contains an existing building.

Goal 3. Plan land uses to achieve an efficient provision of public facilities and services.

RESPONSE: Adequate sewer and water capacity exists to service this facility.

Goal 4. Maintain a diversity of housing types, prices and styles for all segments of the community.

RESPONSE: This goal is not applicable.

Goal 5. Coordinate land use and transportation planning.

RESPONSE: The proposed development meets the policy of locating business uses convenient to transit corridors, such as Randall Road and Fabyan Parkway. It also is located on an internal circulation route, another stated policy.

Goal 6. Continue to make the downtown and the Fox River the focal point of the community.

RESPONSE: This goal is not applicable.

Goal 7. Redevelop obsolete industrial areas as mixed-use developments compatible with neighborhood character.

RESPONSE: Although this is not an obsolete industrial area, it is an obsolete retail site given its location and circuitous access to Randall Road. This is why the Comprehensive Plan Amendment is appropriate.

Goal 8. Provide gradual land use transitions and buffers between lower intensity and higher intensity uses.

RESPONSE: These transitions have already been provided with the previous development. The addition of the fence along the south property line meets the policy of providing additional screening as a transition between incompatible uses.

Goal 9. Maintain sufficient retail and employment areas to ensure the fiscal and economic vitality of the City.

RESPONSE: The subject property is not viable for retail use given its location. Aldi moved out of this location because of its lack of viability and access to Randall Road. The Aldi lot has been marketed for sale since 2011 with no retail interest. The City lot also has also remained vacant, even though it has been listed for sale. The Crash Champions facility will employ between 20 and 25 people.

Goal 10. Establish a system of parks, open spaces and trails that supports neighborhoods, protects sensitive environmental areas.

RESPONSE: This goal is not applicable.

Goal 11. Plan for the possible reuse of both the Fermilab and unincorporated Mooseheart properties.

RESPONSE: This goal is not applicable.

RE-ZONING APPLICATION

The proposed zoning to Service Business District satisfies all the findings that shall be made pursuant to Section 5-7-4. At the time of the hearing, the City will be able to confirm the required public notice and public meetings and hearings have been conducted pursuant to Section 5.704A and B. Regarding Section 5.704(C), applicant's application to amend the Comprehensive Plan designation to Service Business identifies how this application meets the goals and policies of the Comprehensive Plan.

PLANNED DEVELOPMENT OVERLAY STANDARDS

The proposed development meets the purposes and uses for a Planned Development Overlay. Section 3.101 provides:

3.101 Purposes

The purposes of the Planned Development Overlay Zoning District (PD) are to:

- A. To modify development regulations of this Title to implement the Comprehensive Plan.
- B. Provide opportunities for unique or mixed-use development.
- C. Provide opportunities for development intensity greater than permitted by base district regulations for affordable housing, senior housing, and congregate living facilities.

Section 3.102 provides:

3.102 Use of a Planned Development Overlay Zoning District

- A. ***Extent.*** A Planned Development Overlay Zoning District (PD) may overlay all or part of any base district or contiguous districts. Base district regulations shall apply except to the extent modified by an overlay district. The Official Zoning Map shall identify the area covered by each PD.
- B. ***Use of the PD Zoning District.*** A PD may only be adopted for one or more of the following:
1. To modify development regulations of this Title to implement policies in the Comprehensive Plan.
 2. To permit unique or mixed-use development.
 3. To permit development intensity greater than permitted by base district regulations for affordable housing, senior housing, and congregate living facilities.
 4. To permit a concurrent review of structures and neighborhood design, including lot pattern.
- C. ***Limitations.***
1. A PD shall not be used to add, eliminate, or restrict uses permitted in the base district regulations.
 2. A PD shall be applied only to contiguous property so as to create a unified and cohesive development.

RESPONSES:

The proposed development meets the criteria established in 3.101 and 3.102 by modifying zoning regulations in the Service Business to codify the existing condition of the Aldi Building previously approved by the City approximately 20 years ago and the expansion of the building and modification of the loading area in the rear of the Property by Crash Champions. Modifications to some of the zoning requirements are necessary in order to construct the state of the art facility being proposed.

The modifications from the zoning ordinance are listed in the below chart. They all are requested to implement Goal 1 of the Land Use element of the Comprehensive Plan. The PUD overly and modifications allow this shopping center to remain viable and maintain Batavia as an attractive place to work and shop by permitting a service business use, comparable with many of the surrounding service business type uses rather than continuing a vacant building in a location that is not suited for retail development.

PUD MODIFICATIONS

Crash Champions - Batavia Auto Body				
	Code			
Item	Section	Requirements	Provided	Reasoning
District SB	Chapter 2.6			
Setback, front	Table 2.604	25 ft	10'	This codifies the setback of the existing Building.
Setback, side (nonresidential)	Table 2.604	10 ft	0' (west side of existing building)	The west end of the existing building currently has no setback. The rest of the existing building meets the requirements. The proposed addition meets the requirements.
Building to parking	Table 2.604	4.203.N (landscape 5' less overhang)	0' (six employee parking stalls)	The six employee parking stalls along the eastside of building are against the building addition. To offset this deficiency, we lengthen the parking stall from 19' to 20' and propose wheel stops in each stall to protect the building.
Parking	Chapter 4.2			
Dimensions	4.205.B	See Table 4.205.A, B or C	9' wide x 19' long	The six employee parking stalls along the eastside of building. Proposed configuration for the parking stall is 9.5' wide by 20' long with 21' aisles. Proposed total length for parking plus aisle is 41, City's standard is 44', three-foot difference. To offset this deficiency, we increased the width and depth of the parking stalls to 9.5' wide and 20' long to provide more room for the car to maneuver.
Landscaping				
Landscape Parking Lot Trees	4.211.B.1	Minimum 1 tree and landscape island per 10 spaces	Some landscape islands are provided with more than 10 parking spaces between islands.	This codifies the existing conditions of the landscape island spacing between parking spaces. The total number of island requirement is satisfied, but not the number of parking spaces between islands.
Light Pole Bases	4.211.B.3	Concrete Bases not to exceed 18 inches from finished Grade.	4 feet	This codifies the Concrete Base height of the existing light poles.

CONDITIONAL USE APPLICATION

The proposed Conditional Use Application meets all the findings of fact required for a conditional use. Section 5.403A provides:

1. The proposed use will not be detrimental to health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general.

RESPONSE: An automobile repair facility is consistent with the trend of development within this center. Current surrounding automotive uses include: i) Firestone Complete Auto Care; ii) Valvoline Instant Oil Change; iii) Tuffy's Auto Service Center; iv) Mobil Oil gas station; and, v) Tower Car Wash. The exterior of the building and foundation landscaping will be significantly improved. All customer vehicles will be located behind the building and in a fenced-in and gated parking area.

2. The proposed use, as conditioned, conforms with the purposes, intend and policies of the Comprehensive Plan and any applicable area, neighborhood, or other plan adopted by the City Council.

RESPONSE: Applicant has submitted a Comprehensive Plan Amendment from General Commercial to Service Business. Applicant has also addressed in its narrative how the proposed use meets many of the goals of the Comprehensive Plan.

3. The proposed use conforms with the conditions, requirements, or standards required by the Zoning Code and any other applicable local, State or Federal requirements.

RESPONSE: It does, except for the modifications proposed by the Applicant.

4. The proposed use, as conditioned, would not unreasonably interfere with the use and enjoyment of nearby properties.

RESPONSE: As stated in Response 1 above, it will not.

DESIGN REVIEW APPLICATION

The proposed development meets the findings for approval required by Section 5.604 of the Zoning Ordinance, which provides:

5.604 Design Review Approval

- A. **Action.** The Plan Commission of the Director as appropriate shall approve, approve with modifications and/or conditions, or deny an application for Design Review subject to the requirements of the Zoning Code and based on compliance with

approved design guidelines. An action of the Plan Commission shall be accompanied by findings of fact giving the reasons for the action.

B. ***Findings for Approval.*** The following findings shall be made prior to approval of a Design Review application:

1. The project is consistent with applicable design guidelines.

RESPONSE: As can be seen by the elevations and other plans, the development is substantially consistent with the design guidelines.

2. The project conforms to the Comprehensive Plan, and specifically to the Land Use, Urban Design, and Environmental Elements.

RESPONSE: The proposed development is consistent with all these elements. Applicant has addressed in its Comprehensive Plan amendment section of the narrative how all the land use goals have been met. The environmental element goals are satisfied because this is an existing building that is being redeveloped and expanded. The Urban Design element goals are satisfied by including, but not limited to providing high quality building materials that are appropriate in size and scale and extensive landscaping around the perimeter and the building to provide screening, softening and buffering.

3. The project is consistent with all applicable provisions of the Zoning Code.

RESPONSE: The project is consistent with all applicable provisions of the Zoning Code, except as modified or varied.

4. The project is compatible with adjacent and nearby development.

RESPONSE: The project is compatible with adjacent and nearby automotive developments as previously noted in Applicant's Conditional Use response.

5. The project design provides for safe and efficient provision of public services.

RESPONSE: It does. The development has been reviewed by all departments of the City and modifications made pursuant to their comments and suggestions.

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-66**

**AMENDING THE COMPREHENSIVE PLAN LAND USE MAP AND
OFFICIAL ZONING MAP
2080 AND 2150 MAIN STREET**

MY PROPERTIES LLC – 2080 E. MAIN STREET, BATAVIA, APPLICANT

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 7TH DAY OF NOVEMBER, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 8th day of November, 2016

Prepared by:

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

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-66**

**AMENDING THE COMPREHENSIVE PLAN LAND USE MAP AND
OFFICIAL ZONING MAP
2080 AND 2150 MAIN STREET, BATAVIA**

MY PROPERTIES LLC – 2080 E. MAIN STREET, BATAVIA, APPLICANT

WHEREAS, My Properties LLC – 2080 E. Main Street, Batavia (herein after referred to as “My Properties”), has submitted applications to amend the Comprehensive Plan Land Use Map (herein after referred to as “Land Use Map,” and pursuant to Zoning Code Chapter 5.8) and to amend the Official Zoning Map (herein after referred to as “Zoning Map,” and pursuant to Zoning Code Chapter 5.7) for properties located at 2080 and 2150 Main Street, and legally described as:

2080 MAIN STREET: LOTS 10, 12 AND 13 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, KANE COUNTY, ILLINOIS, A RESUBDIVISION OF PART OF LOT 10, AND LOTS 11, 12 AND 13 OF UNIT NO. 2, WINDMILL LAKES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS. PIN 12-20-401-020, 12-20-401-023, AND 12-20-401-026

2150 MAIN STREET: THE SOUTHERLY 270.0 FEET OF LOT 11 AND LOT 16 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS. PIN 12-20-401-025 AND 12-20-401-035; and

WHEREAS, said properties are currently classified as General Commercial on the Land Use Map and zoned GC General Commercial on the Zoning Map, and the applications seek classifying both properties as Service Business on the Land Use Map and applying the properties SB Service Business District on the Zoning Map for both properties under the Batavia Municipal Code; and

WHEREAS, all required public notification regarding the intention of the City to consider said amendments for both properties, as legally described above, was executed as required by the Batavia City Code; and

WHEREAS, a public hearing was held pursuant to the Batavia City Code by the Batavia Plan Commission on October 19, 2016, and

WHEREAS, following said hearing, the Plan Commission recommended approval of such Comprehensive Plan amendment; and

WHEREAS, following said hearing, the Plan Commission made the following findings of fact for the proposed amendment to the Zoning Map, as required by Zoning Code Sections 5.704.A-D:

1. **Finding A** - All required public notice has been conducted in accordance with applicable state and local laws;

Finding – My Properties executed the notice mailing and posting of the properties pursuant to the City Code. Letters were sent to proximate property owners and signs were posted on September 30, 2016. Notice was published in the Daily Herald on September 26, 2016.

2. **Finding B** - All required public meetings and hearings have been held in accordance with applicable state and local laws.

Finding – The Plan Commission on October 19, 2016 conducted a public hearing in accordance with state and local law.

3. **Finding C** - The extent to which the proposed amendment to the Official Zoning Map conforms generally to the goals and policies of the Comprehensive Plan and Comprehensive Plan Land Use Map.

Finding – The proposed amendments to the Zoning Map are consistent with several goals and policies of the Comprehensive Plan. The proposed SB Service Business District matches the proposed Comprehensive Plan Land Use Map designations for the properties.

4. **Finding D.1** - Is the proposed zoning district and the development it allows compatible with the existing uses and zoning of nearby property?

Finding: The area is characterized by having automobile-oriented uses, uses that have been compatible with surrounding properties for many years. The proposed SB District will allow similar uses and development of the subject properties.

5. **Finding D.2** - Is there evidence to suggest that property values will be diminished by the particular zoning restriction changes?

Finding: There is no evidence to suggest that property values will be diminished by the proposed SB District for the subject properties.

6. **Finding D.3** - If any property values are diminished, does the diminishment promote the health, safety, morals, or general welfare of the public?

Finding: While there is no evidence to suggest any diminishment, the health, safety, morals and general welfare will be promoted by placing the properties under in a zoning district consistent with their proposed land use designation on the Comprehensive Plan Land Use Map.

7. **Finding D.4** - Does the proposed zoning change provide a greater relative gain to the public as compared to the hardship imposed on the individual property owner?

Finding: The zoning change will provide greater gain to the general public by placing the most appropriate use rights and limitations on these properties that are consistent with their proposed land use designation on the Comprehensive Plan Land Use Map. The change will allow use and development of the properties that is similar to that of other properties in Windmill Creek.

8. **Finding D.5** - Is the subject property is suitable for the zoned purpose?

Finding: The properties are located in an area that contains uses similar to those allowed in the SB District. The properties are configured to uses that conform to the proposed district.

9. **Finding D.6** - Has the length of time the property has been vacant as zoned been excessive, considering the context of land development in the area in the vicinity of the subject property?

Finding: The properties have had commercial/retail zoning since incorporation in 1990. One property has not been developed and the other contains a building that has been vacant since 2011. These properties have been envisioned as developed, commercially uses properties since incorporation. The length of time the properties have been unused is excessive with nearby properties having been used as planned and zoned since 2011.

10. **Finding D.7** - Is there a community need for the proposed zoning or use?

Finding: The City has little property zoned Service Business. This area has been used for automobile-oriented services and this use continues to be in demand in the community. Providing additional property in the City for this use can address this demand.

WHEREAS, following said hearing, the Plan Commission recommended approval of such Land Use Map and Zoning Map amendments; and

WHEREAS, on November 1, 2016, the Committee of the Whole reviewed the requests, the record of the public hearing, and the actions and the findings of fact of the Plan Commission and recommended approval of such Land Use Map and Zoning Map amendments in accordance with the Plan Commission recommendation; and

WHEREAS, the City Council of the City has received the recommendations of both the Batavia Plan Commission and Committee of the Whole and has considered same; and

WHEREAS, it is in the best interest of the City of Batavia that the Land Use Map and Zoning Map be amended in accordance with the recommendations of both the Plan Commission and Committee of the Whole;

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

SECTION 1: That the Comprehensive Plan Land Use Map is hereby amended to classify the properties located at 2080 and 2150 Main Street, as legally described herein, as Service Business, in conformance with the terms of this Ordinance.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-66

SECTION 2: That the Official Zoning Map of the City of Batavia is hereby amended to zone the properties located at 2080 and 2150 Main Street, as legally described herein, SB Service Business District, in conformance with the terms of this Ordinance.

SECTION 3: That this Ordinance 16-66 shall become effective after passage and approval and publication as required by law contingent upon acquisition of the property located at 2080 Main Street by My Properties LLC – 2080 E. Main Street, Batavia, and My Properties LLC – 2080 E. Main Street, Batavia providing the City with written notice of its acquisition and a copy of the conveyance deed (“Acquisition Notice”). If the Acquisition Notice is not received on or before January 30, 2017 this Ordinance 16-66 shall be automatically terminated and be of no force or effect as if this Ordinance was not ever effective without any further action by the City of Batavia and the land use classification and zoning of the of the properties located at 2080 and 2150 Main Street (as legally described herein) existing prior to this Ordinance shall continue in force and effect as if they were never changed.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 7th day of November, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 7th day of November, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstention(s)					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi L. Wetzel, City Clerk

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-67**

**APPROVING A CONDITIONAL USE PERMIT AND
AMENDING THE OFFICIAL ZONING MAP FOR A
PLANNED DEVELOPMENT OVERLAY**

2080 MAIN STREET

MY PROPERTIES LLC – 2080 E. MAIN STREET, BATAVIA, APPLICANT

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 7TH DAY OF NOVEMBER, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 8th day of November, 2016

Prepared by:

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

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-67**

**APPROVING A CONDITIONAL USE PERMIT AND
AMENDING THE OFFICIAL ZONING MAP FOR A
PLANNED DEVELOPMENT OVERLAY**

2080 MAIN STREET

MY PROPERTIES LLC – 2080 E. MAIN STREET, BATAVIA, APPLICANT

WHEREAS, My Properties LLC – 2080 E. Main Street, Batavia (herein after referred to as “My Properties”), has submitted applications to propose a Conditional Use Permit for Heavy Vehicle Service use (herein after referred to as “Conditional Use,” and pursuant to Zoning Code Chapter 5.4), and to amend the Official Zoning Map for a Planned Development Overlay (herein after referred to as “Planned Development,” and pursuant to Zoning Code Chapter 5.7) in the SB Service Business District (herein after referred to as the “SB District”) for property located at 2080 Main Street, and legally described as:

LOTS 10, 12 AND 13 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, KANE COUNTY, ILLINOIS, A RESUBDIVISION OF PART OF LOT 10, AND LOTS 11, 12 AND 13 OF UNIT NO. 2, WINDMILL LAKES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS. PIN 12-20-401-020, 12-20-401-023, AND 12-20-401-026; and

WHEREAS, the Plan Commission and Committee of the Whole recommended to rezone said property from the current GC General Commercial District to the proposed SB District and the City Council is expected to take action on the proposed rezoning to the SB District through Ordinance 16-66, said action to be concurrent with action taken on this Ordinance; and

WHEREAS, all required public notification regarding the intention of the City to consider said amendments for both properties, as legally described above, was executed as required by the Batavia City Code; and

WHEREAS, a public hearing was held pursuant to the Batavia City Code by the Batavia Plan Commission on October 19, 2016, and

WHEREAS, following said public hearing, the Plan Commission recommended City Council approval of a Planned Development to contain the following modifications to the requirement of the Zoning Code and conditions:

1. Modifications to Table 2.604 to allow:
 - a. The existing west building setback of 0 feet where 10 feet is required;

- b. The existing front landscape setback of 0 feet in the vicinity of the Main Street entrances where 25 feet is required;
 - c. The existing side landscape setbacks of less than 10 feet where 10 feet is required; and
 - d. Omission of the required raised walkway or planting bed between the east wall of the building and the adjacent parking spaces;
2. Modification to Section and Table 4.205.B to allow existing parking spaces and aisles to be less than the required dimensions, and to allow the proposed east parking spaces to have an aisle width of approximately 21 feet where 25 feet is required;
 3. Modification to Section 4.211.B.1 to omit parking lot landscape islands and shade trees for every 10 spaces for areas of existing parking;
 4. Modification to Section 4.211.B.2 to allow a narrower lot landscape island without a tree at the north end of the parking spaces along the east wall of the building and to omit the landscaped island at the south end;
 5. Modification to Section 4.211.B.3 to allow existing concrete parking lot light pole bases of approximately 4 feet in height where a height of 18 inches is the maximum;
 6. All vehicle repair work take place inside the building;
 7. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
 8. Opening in or damage to the fence or gate must be repaired within 72 hours;
 9. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
 10. My Properties shall not object to the City's formation of a special service area for the maintenance of Windmill Creek common facilities;
 11. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner's association is not formed; and

WHEREAS, following said public hearing, the Plan Commission made the following findings of fact for the Conditional Use:

1. The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general.
Finding: The area is characterized by having automobile-oriented uses, uses that have been compatible with surrounding properties for many years. The proposed conditional use would be a similar use;
2. The proposed use, as conditioned, conforms with the purposes, intent, and policies of the Comprehensive Plan and any applicable area, neighborhood, or other plan adopted by the City Council.
Finding: As proposed, and with an approved planned development, both imposing the suggested use limitations and conditions, the use would conform with Comprehensive Plan. There is no other adopted City plan for this area;
3. The proposed use conforms with the conditions, requirements, or standards required by the Zoning Code and any other applicable local, State, or Federal requirements.

Finding: As proposed, and with an approved planned development, both imposing the suggested use limitations and conditions, and being built pursuant to an issued building permit, the use would conform with the Zoning Code and other requirements of law; and

4. The proposed use, as conditioned, would not unreasonably interfere with the use and enjoyment of nearby properties.

Finding: The proposed use, with an approved planned development, both imposing the suggested use limitations and conditions, would be similar to existing commercial uses and buffered by other commercial property and wooded open space. The use would not negatively affect use and enjoyment of nearby properties; and

WHEREAS, following making said findings, the Plan Commission recommended approval of the Conditional Use subject to the following conditions:

1. All vehicle repair work take place inside the building;
2. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
3. Opening in or damage to the fence or gate must be repaired within 72 hours;
4. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
5. My Properties shall not object to the City's formation of a special service area for the maintenance of Windmill Creek common facilities;
6. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner's association is not formed;
7. Violation of the terms of the conditional use may cause the City to initiate revocation as specified in the Zoning Code; and

WHEREAS, the applicant has also sought and received Design Review approval from the Batavia Plan Commission concurrent with the Planned Development and Conditional Use; and

WHEREAS, on November 1, 2016, the Committee of the Whole reviewed the requests, the record of the public hearing, and the actions and the findings of fact of the Plan Commission and recommended approval of such Planned Development and Conditional Use accordance with the Plan Commission recommendations; and

WHEREAS, the City Council of the City has received the recommendations of both the Batavia Plan Commission and Committee of the Whole and has considered same; and

WHEREAS, it is in the best interest of the City of Batavia that the Planned Development and Conditional Use be approved in accordance with the recommendations of both the Plan Commission and Committee of the Whole;

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

SECTION 1: That the application submitted by My Properties LLC – 2080 E. Main Street, Batavia to amend Official Zoning Map for a Planned Development Overlay at 2080 Main Street is

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-67

approved, with modifications to the Zoning Code and conditions listed below, and in substantial conformance with the Exhibits attached hereto.

1. Modifications to Table 2.604 to allow:
 - a. The existing west building setback of 0 feet where 10 feet is required;
 - b. The existing front landscape setback of 0 feet in the vicinity of the Main Street entrances where 25 feet is required;
 - c. The existing side landscape setbacks of less than 10 feet where 10 feet is required; and
 - d. Omission of the required raised walkway or planting bed between the east wall of the building and the adjacent parking spaces;
2. Modification to Section and Table 4.205.B to allow existing parking spaces and aisles to be less than the required dimensions, and to allow the proposed east parking spaces to have an aisle width of approximately 21 feet where 25 feet is required;
3. Modification to Section 4.211.B.1 to omit parking lot landscape islands and shade trees for every 10 spaces for areas of existing parking;
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8. Opening in or damage to the fence or gate must be repaired within 72 hours;
9. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
10. My Properties shall not object to the City's formation of a special service area for the maintenance of Windmill Creek common facilities;
11. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner's association is not formed.

Exhibit	Plan	Dated	Prepared by
A	Overall Existing Site Conditions and Demolition Plan	September 26, 2016	Trotter Associates, Inc
B	Overall Proposed Improvements Site Plan	“	“
C	Proposed Building Elevations	October 3, 2016	Ideal Designs
D	Proposed East and Partial North Building Elevations	“	“
E	Site Plan and Geometrics	September 26, 2016	Trotter Associates, Inc

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Exhibit	Plan	Dated	Prepared by
F	Landscape Plan	Rev. October 5, 2016	J.G.S. Landscape Architects
G	Sign Plans	--	Image 360
H	Overall Floor Plan	October 16, 2016	Ideal Designs
I	Parking Calculations	Rev. September 26, 2016	“
J	Light Fixture Schedule and Photometric Plan	October 3, 2016	“
K	Light Fixture Cut-Sheets	--	McGraw-Edison

SECTION 2: That the application submitted by My Properties LLC – 2080 E. Main Street, Batavia for a Conditional Use Permit for Heavy Vehicle Service use at 2080 Main Street is approved, in substantial conformance with the Exhibits listed in Section 1 of this Ordinance, and subject to:

1. All vehicle repair work take place inside the building;
2. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
3. Opening in or damage to the fence or gate must be repaired within 72 hours;
4. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
5. My Properties shall not object to the City’s formation of a special service area for the maintenance of Windmill Creek common facilities;
6. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner’s association is not formed; and
7. Violation of the terms of the conditional use may cause the City to initiate revocation as specified in the Zoning Code.

SECTION 3: That this Ordinance 16-67 shall become effective after passage and approval and publication as required by law contingent upon acquisition of the property located at 2080 Main Street by My Properties LLC – 2080 E. Main Street, Batavia, and My Properties LLC – 2080 E. Main Street, Batavia providing the City with written notice of its acquisition and a copy of the conveyance deed (“Acquisition Notice”). If the Acquisition Notice is not received on or before January 30, 2017 this Ordinance 16-67 shall be automatically terminated and be of no force or effect as if this Ordinance was not ever effective without any further action by the City of Batavia and the Planned Development and Conditional Use contemplated herein shall not exist.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 7th day of November, 2016.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-67

APPROVED by me as Mayor of said City of Batavia, Illinois, this 7th day of November, 2016.

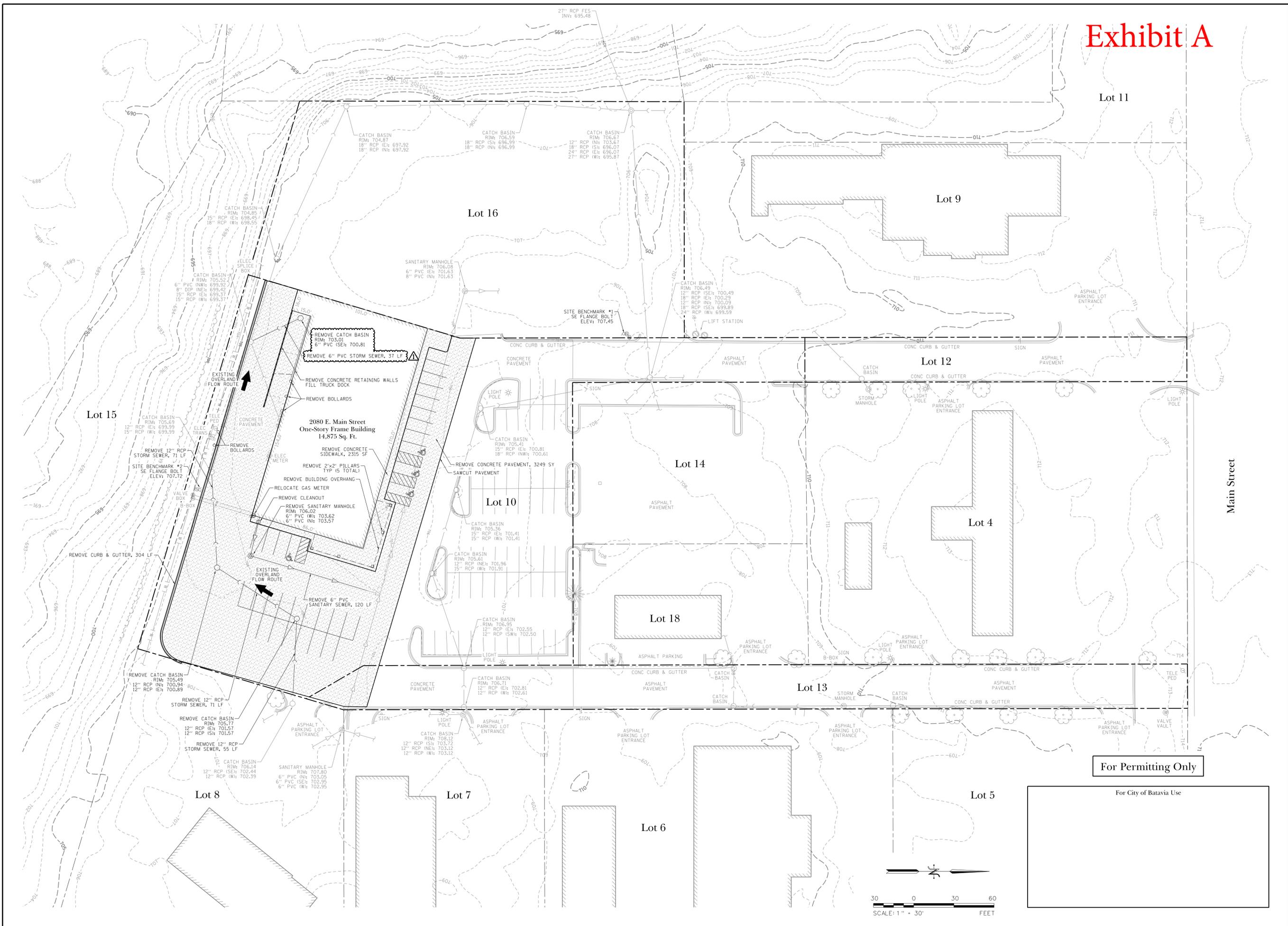
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstention(s)					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi L. Wetzel, City Clerk

Exhibit A



For Permitting Only

For City of Batavia Use

PROJECT STAFF		REVISIONS		DATE
PROJECT MANAGER	DALE MARTINEZ, P.E.	1.		9/19/16
ENGINEER				
ENGINEER				
TECHNICIAN				
TECHNICIAN				

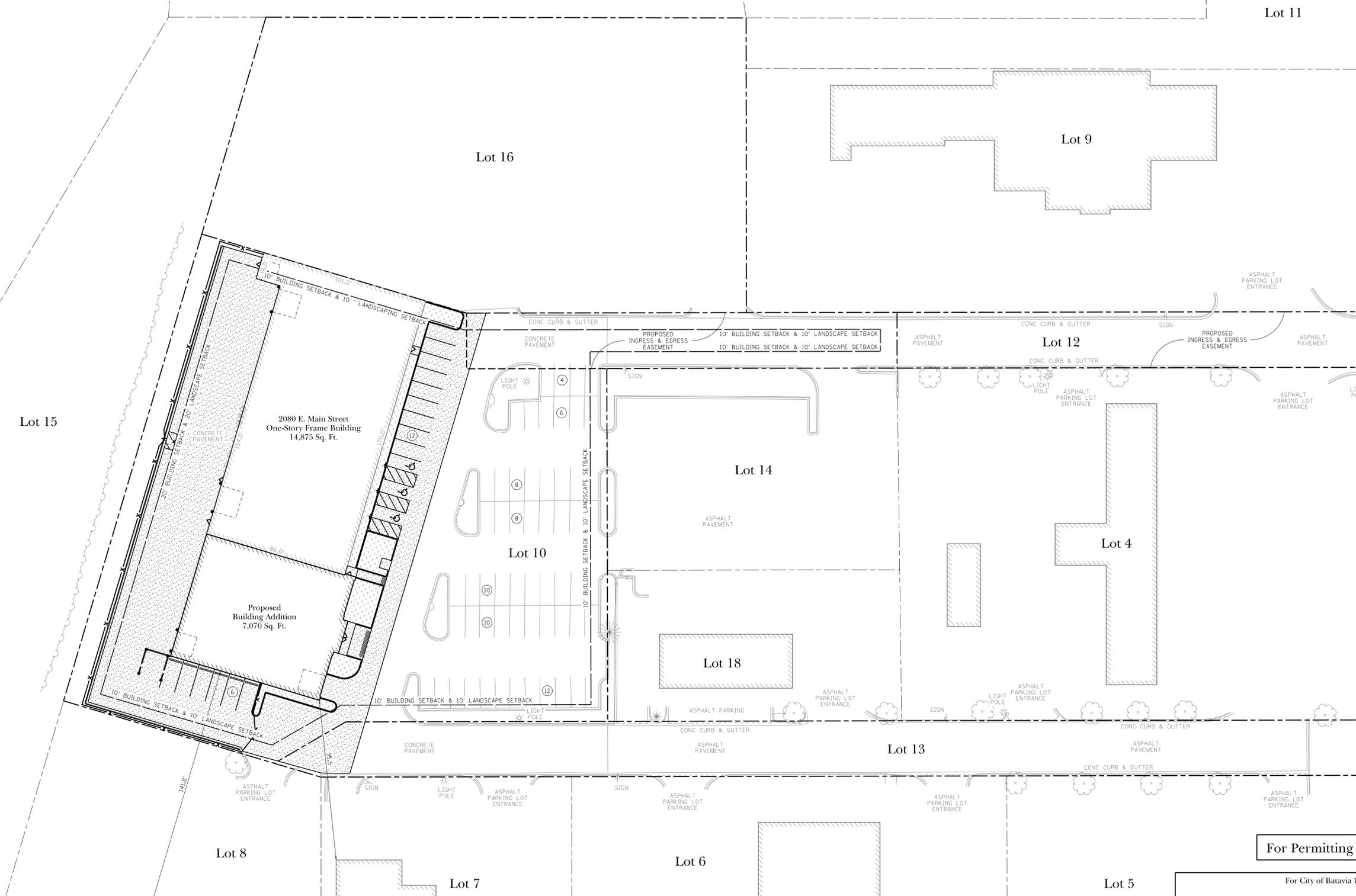
PROJECT NO.:	CCA001
BASE FILE:	
SHEET FILE:	C.i.dgn
ISSUE DATE:	9/26/2016
SCALE:	1" = 30'
SHEET NUMBER	C.1

Crash Champions - Batavia Auto Body
 Overall Existing Site Conditions and Demolition Plan
 Batavia, Kane County, Illinois

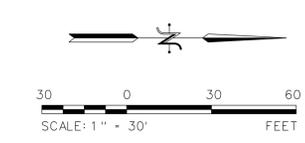


REVISIONS PER CITY OF BATAVIA REVIEW	DATE
1.	9/19/16

Exhibit B



FLOOR AREA TO LOT RATIO =	21,945 SF / 82,138 SF = 26.7%
PARKING CALCULATIONS	
OFFICE AREA: 1,943 SQ.FT. / PERSON / 100 =	20 PARKING SPACES
BODY SHOP: 15 BAYS @ 3 PEOPLE/BAY =	45 PARKING SPACES
ESTIMATING DRIVE THROUGH: 3 VEHICLES @ 3 PEOPLE / VEHICLE =	9 PARKING SPACES
TOTAL PARKING SPACES REQUIRED =	74 PARKING SPACES
TOTAL PARKING SPACES PROVIDED =	76 PARKING SPACES
BICYCLE PARKING SPACES REQUIRED =	3 PARKING SPACES

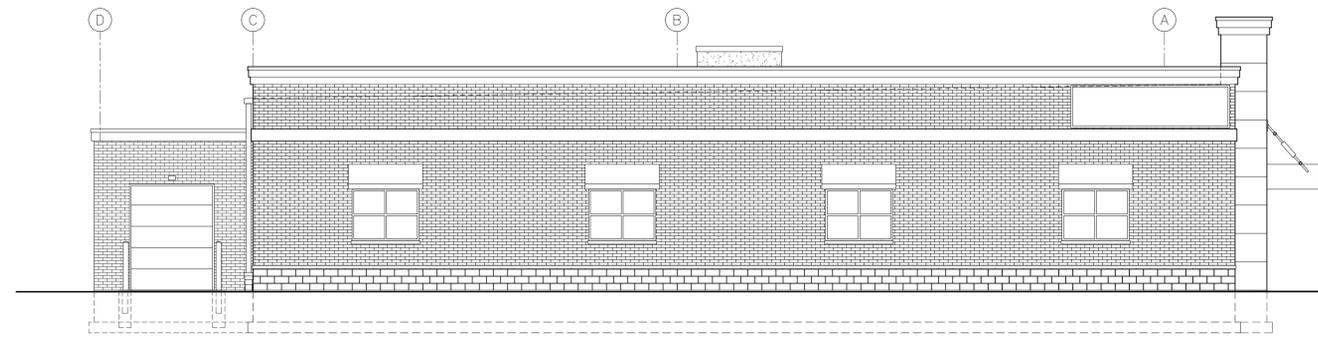


For Permitting Only

For City of Batavia Use

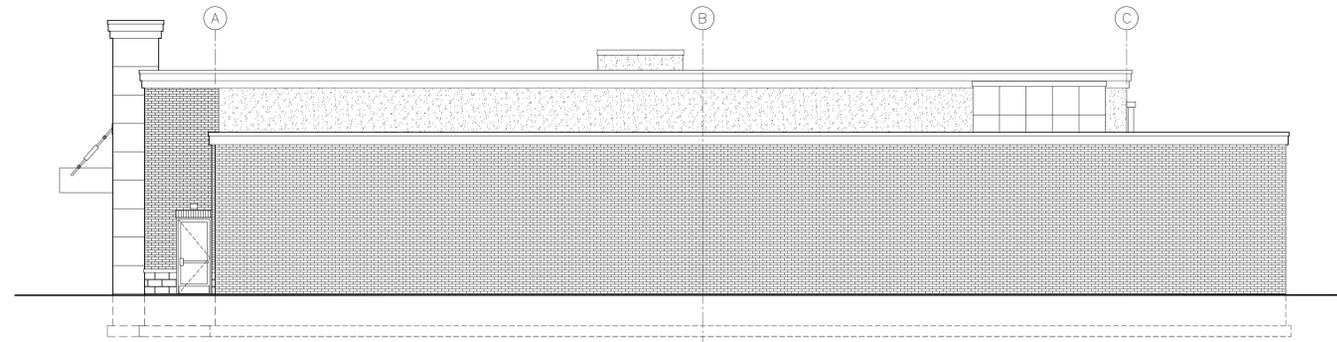
<p>Crash Champions - Batavia Auto Body Overall Proposed Improvements Site Plan Batavia, Kane County, Illinois</p>	<p style="text-align: center;">TROTTER ASSOCIATES, INC. ENGINEERS AND SURVEYORS 40901 West Road, Suite D St. Charles, IL 60175 Ph: 630.587.0700 • Fax: 630.587.0715</p>
<p>Project No.: CCA001 Base File: Sheet File: C.2.dgn Issue Date: 9/26/2016 Scale: 1" = 30' Sheet Number</p>	<p>DATE: 9/19/16 REVISIONS PER CITY OF BATAVIA REVIEW</p>

Exhibit C



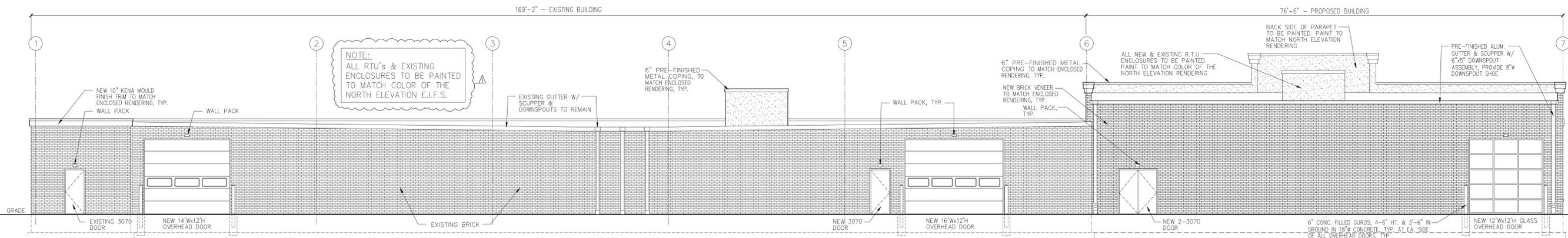
PROPOSED EAST ELEVATION

1/4" = 1'-0"



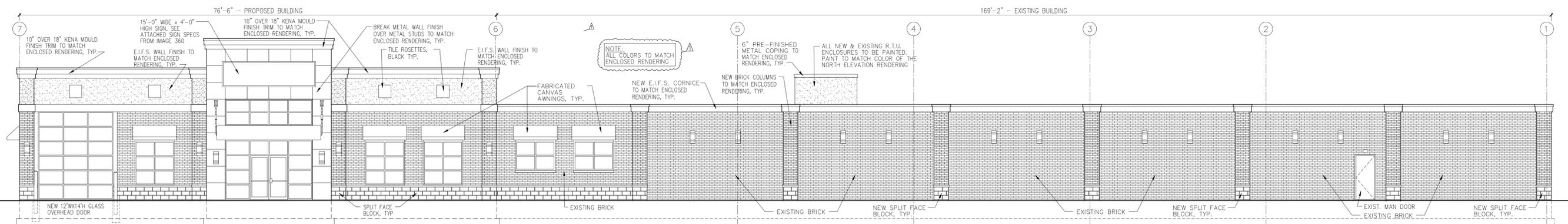
PROPOSED WEST ELEVATION

1/4" = 1'-0"



PROPOSED SOUTH ELEVATION

1/8" = 1'-0"



PROPOSED NORTH ELEVATION

1/8" = 1'-0"

ideal
DESIGNS
ARCHITECTS / DESIGNERS
20960 FRANKFORT SQ. DR.
SUITE A
FRANKFORT, ILLINOIS
T: (708) 407-8028
F: (779) 333-7960
gabe@idealcustodesigns.com
www.idealcustodesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

REV #	DATE	REV. PER.
1	09/26/00	PER VILLAGE

DATE:
10-03-16

DRAWN BY: MES

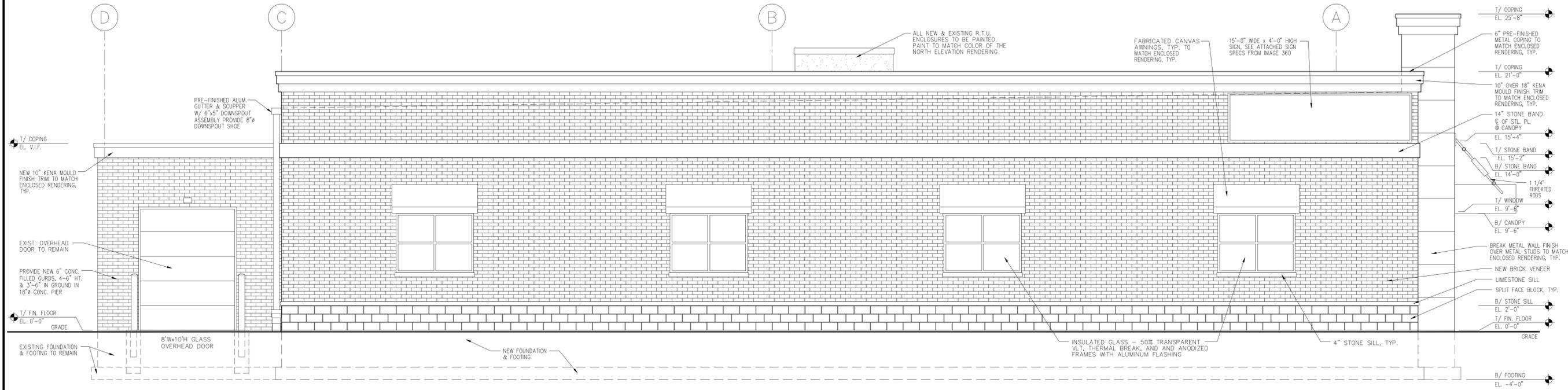
PREVIOUS NO.

PROJECT NO.
16041

SHEET NUMBER

A-3

Exhibit D



PROPOSED EAST ELEVATION

1/4" = 1'-0"

ideal
DESIGNS
ARCHITECTS / DESIGNERS
20960 FRANKFORT SQ. DR.
SUITE A
FRANKFORT, ILLINOIS
T: (708) 407-8028
F: (779) 333-7960
gabe@idealdesigns.com
www.idealdesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

REV #	DATE:	REV. PER:
1	09/26/00	PER VILLAGE

DATE:
10-03-16

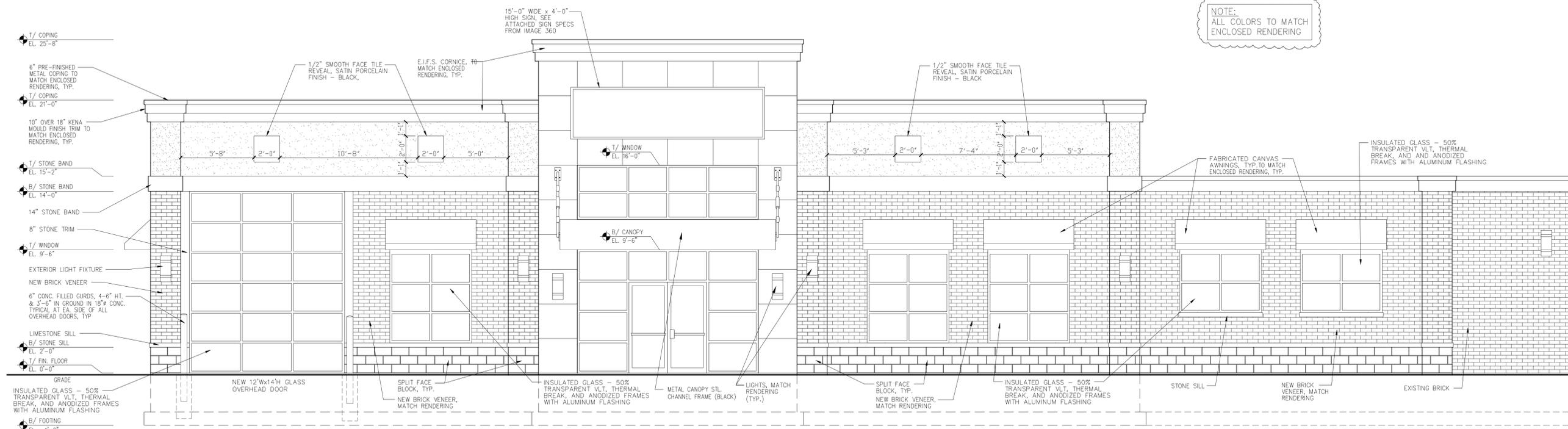
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PREVIOUS NO.

PROJECT NO.
16041

SHEET NUMBER

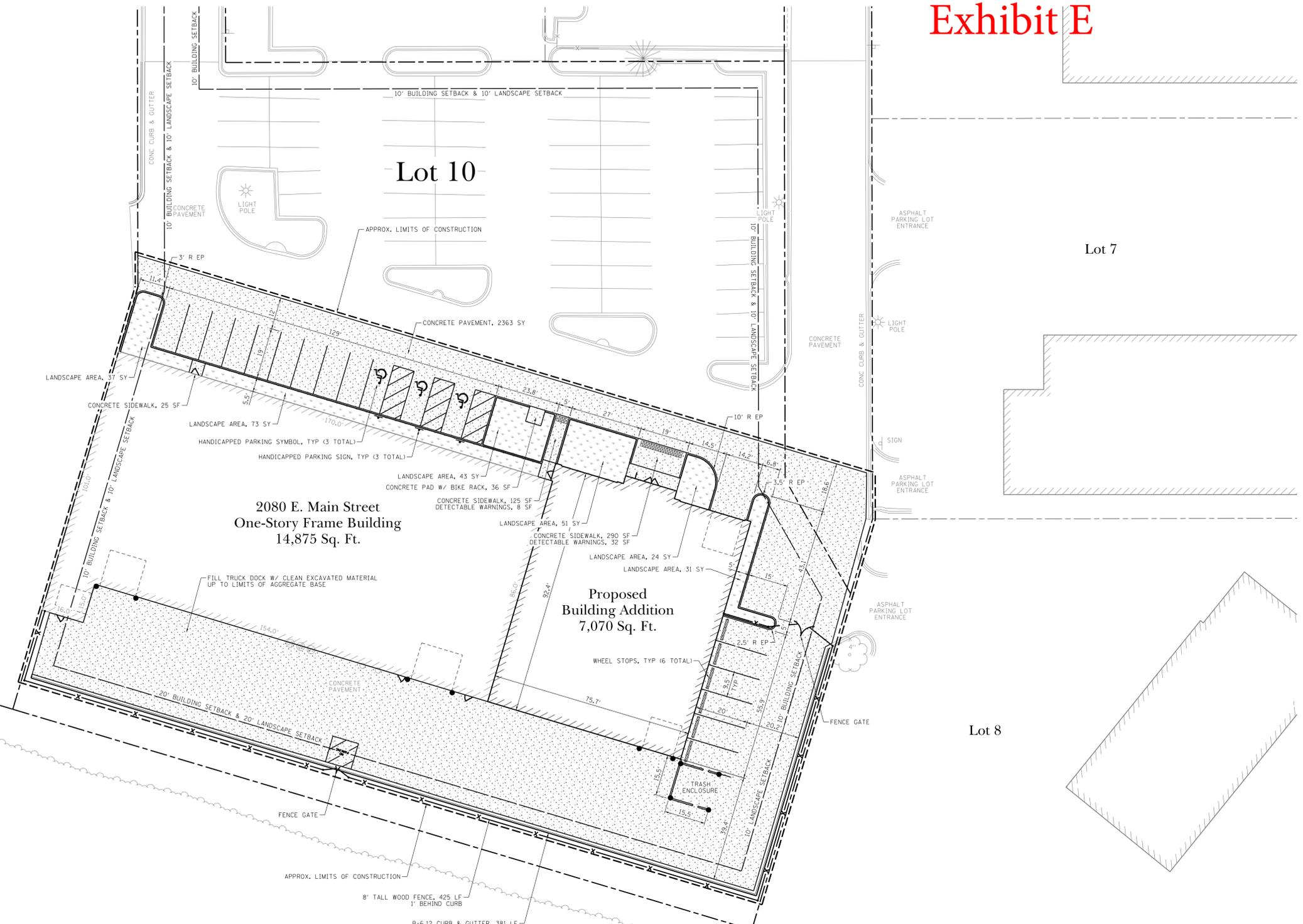
A-3a



PROPOSED PARTIAL NORTH ELEVATION

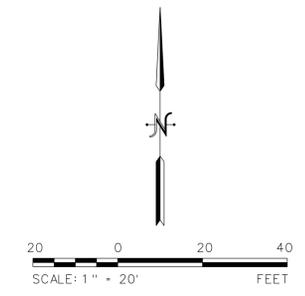
1/4" = 1'-0"

Exhibit E



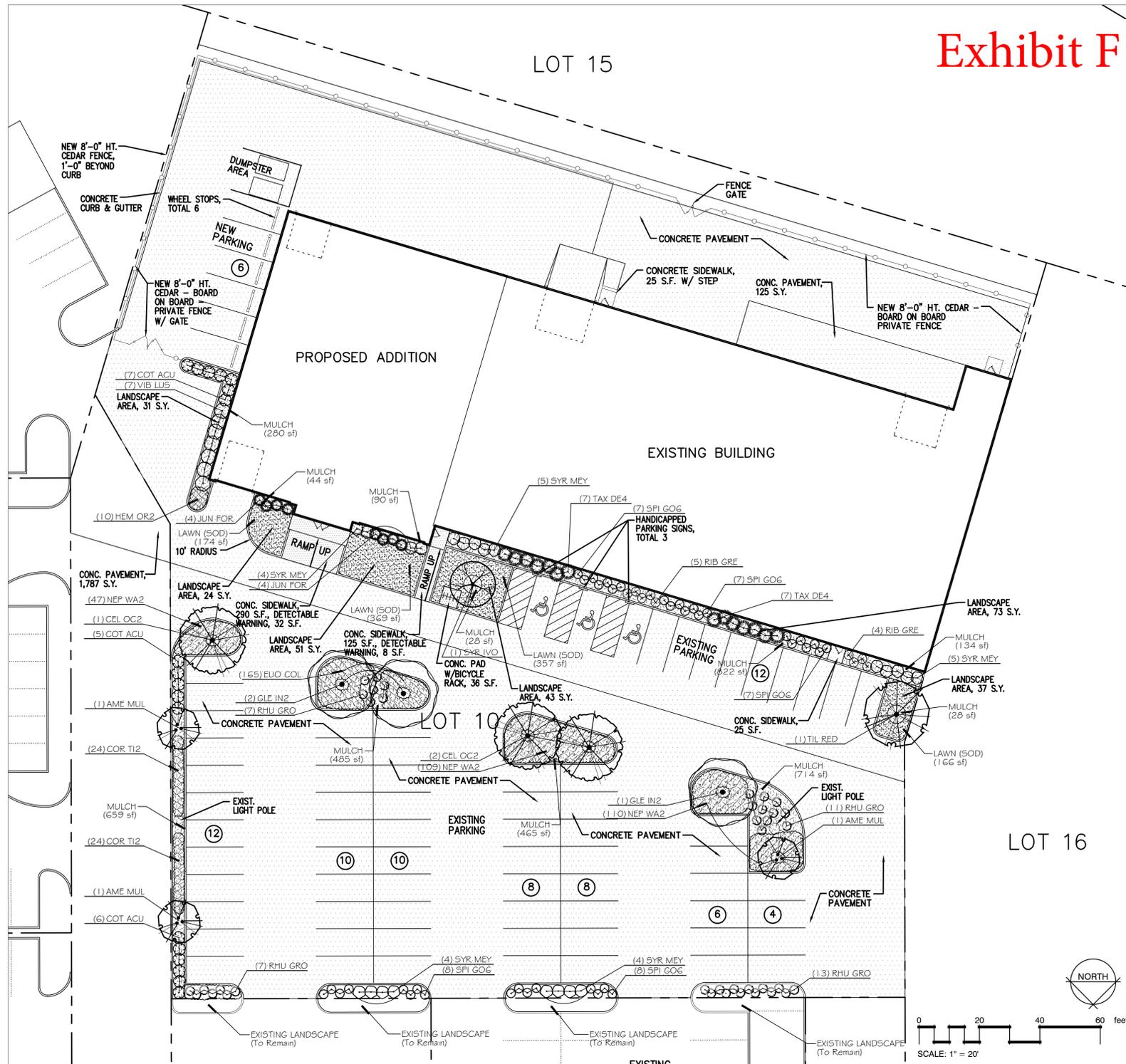
For Permitting Only

For City of Batavia Use



PROJECT STAFF		TROTTER ASSOCIATES, INC. ENGINEERS AND SURVEYORS 40501 Wisco Road, Suite D St. Charles, IL 60175 Ph: 630.587.0700 • Fax: 630.587.0715	DATE	9/19/16
PROJECT MANAGER	DALE BARTINGALE		REVISIONS	
ENGINEER			ISSUE	1.
ENGINEER				
TECHNICIAN	MIKE WATSON			
TECHNICIAN				
Crash Champions - Batavia Auto Body Site Plan and Geometrics Batavia, Kane County, Illinois				
Project No.:	CCA001			
Base File:				
Sheet File:	C.3.dgn			
Issue Date:	9/26/2016			
Scale:	1" = 20'			
Sheet Number				
C.3				

Exhibit F



PLANT SCHEDULE

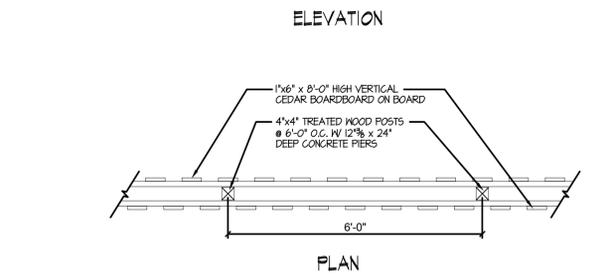
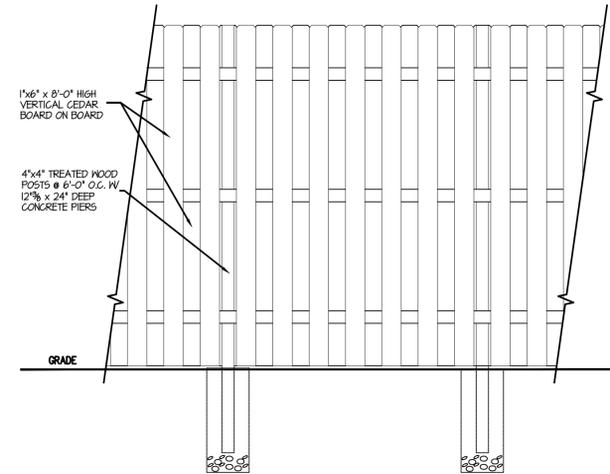
DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY	
CEL OC2	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B # B	2.5" CAL	3	
GLE IN2	GLETTISIA TRIACANTHOS INERMIS 'SUNBURST' / SUNBURST COMMON HONEYLOCUST	B # B	2.5" CAL	3	
TIL RED	TILIA AMERICANA 'REDMOND' / REDMOND AMERICAN LINDEN	B # B	3" CAL	1	
UNDERSTORY TREES	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY	
AME MUL	AMELANCHIER CANADENSIS / SHADBLOW SERVICEBERRY MULTITRUNK	B # B	6" - 8" HT.	3	
SYR IVO	SYRINGA RETICULATA 'IVORY SILK' / IVORY SILK JAPANESE TREE LILAC	B # B	2" CAL	1	
DECIDUOUS SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY	
COT ACU	COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER	B # B	36" HT.	18	
RHU GRO	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL	18" SPREAD	36	
RIB GRE	RIBES ALPINUM 'GREEN MOUND' / GREEN MOUND ALPINE CURRANT	B # B	24" HT.	9	
SPI GOG	SPIRAEA JAPONICA 'GOLDFLAME' / SPIREA	B # B	24" HT.	37	
SYR MEY	SYRINGA MEYERI 'PALIBIN' / DWARF KOREAN LILAC	B # B	30" HT.	22	
VIB LUS	VIBURNUM DENTATUM 'CHICAGO LUSTER' / CHICAGO LUSTER ARROWWOOD	B # B	36" HT.	7	
EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY	
JUN FOR	JUNIPERUS CHINENSIS 'SEA GREEN' / SEA GREEN JUNIPER	B # B	24" SPREAD	8	
EXISTING EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY	
TAX DE4	TAXUS X MEDIA / DENSE YEW	CONC. EXISTING	3" HT.	14	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT.	SIZE	SPACING	QTY
COR TI2	COREOPSIS GRANDIFLORA 'SUNRAY' / SUNRAY TICKSEED	QUART	18" - 24" HT.	24" o.c.	48
EUC COL	EUONYMUS FORTUNEI 'COLORATA' / PURPLE-LEAF WINTER CREEPER	3" POT	6" - 12" HT.	18" o.c.	165
HEM OR2	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY	CONC.	1 GAL.	18" o.c.	10
NEP WA2	NEPETA X FAASSENI 'WALKERS LOW' / WALKERS LOW CATMINT	QUART	6" - 12" HT.	24" o.c.	266

SURFACE MATERIAL SCHEDULE

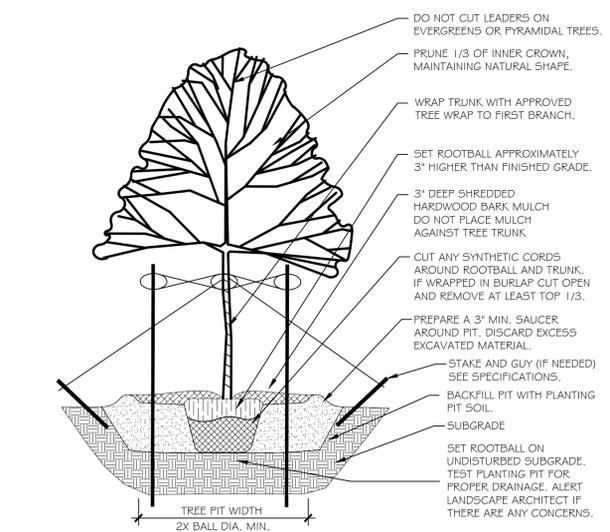
LAWN (SOD)	1,066 SF
ASPHALT	43,889 SF
MULCH	3,587 SF

LANDSCAPE NOTES:

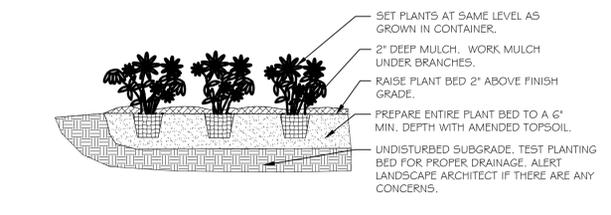
- PLANT QUALITIES SHOWN IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN AND SHOULD NOT RELY ON THE PLANT SCHEDULE FOR DETERMINING QUALITY.
- ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR CROOKED/DISFIGURED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED. TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT SCHEDULE AS MULTI-STEM.
- ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
- ALL PLANTING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPER PLANTING BED AND TREE PIT PREPARATION, PLANTING MIX, PRUNING, STAKING AND GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE OF MATERIALS DURING CONSTRUCTION ACTIVITIES.
- ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
- THE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL OUTLINE PROPER MAINTENANCE PROCEDURES TO THE OWNER AT THE TIME OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, DEAD OR DAMAGED MATERIALS SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE GUARANTEE PERIOD THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
- ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AT A DISTANCE OF 8' FROM THE TRUNK.
- ALL GRASS, CLUMPS, OTHER VEGETATION, DEBRIS, STONES, ETC. SHALL BE RAKED OR OTHERWISE REMOVED FROM PLANTING AND LAWN AREAS PRIOR TO INITIATION OF INSTALLATION PROCEDURES.
- ANY AREAS TO BE LOAMED AND SEEDING WHICH HAVE NOT BEEN DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 1/2" OF LOAM OVER SCARIFIED EXISTING SOILS. CARE SHOULD BE GIVEN TO NOT PLACE GREATER THAN 1" SOIL OVER EXPOSED ROOTS OF EXISTING TREES IN SUCH AREAS.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/REPLACE AND UTILITY, PAVING, CURBING, ETC. WHICH IS DAMAGED DURING PLANTING OPERATIONS.
- SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
- REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
- ALL PLANT MATERIAL ON THIS PLANTING PLAN REPRESENTS THE INTENTION AND INTENSITY OF THE PROPOSED LANDSCAPE MATERIAL. THE EXACT SPECIES AND LOCATIONS MAY VARY IN THE FIELD DO TO MODIFICATIONS IN THE SITE IMPROVEMENTS AND THE AVAILABILITY OF PLANT MATERIAL AT THE TIME OF INSTALLATION. ANY SUCH CHANGES MUST FIRST BE APPROVED BY THE VILLAGE IN WRITING.
- ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF ORGANIC SOIL AND MULCHED WITH A SHREDDED HARDWOOD BARK MATERIAL TO A MINIMUM 3" DEPTH.
- ALL BEDS SHALL BE EGGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
- ALL PARKWAYS AND PARKING LOT ISLANDS SHALL HAVE SOD AS A GROUND COVER, UNLESS OTHERWISE NOTED.
- ALL LAWN AREAS ON THIS PLAN SHALL BE GRADED SMOOTH AND TOPPED WITH AT LEAST 4" OF TOPSOIL. ALL LAWN AREAS TO BE ESTABLISHED USING SOD UNLESS OTHERWISE NOTED.
- THIS LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH TOP SOIL SUITABLE FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIAL PRESENTED ON THIS PLAN. IF ADDITIONAL TOP SOIL IS REQUIRED IT IS UP TO THE LANDSCAPE CONTRACTOR ON THE PROJECT TO PROVIDE, SPREAD AND PREPARE THE SITE AS NEEDED FOR THE IMPLEMENTATION OF THIS LANDSCAPE PLAN.
- CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
- ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
- LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
- ALL PLANTINGS SHALL BE SPACED EQUAL DISTANT, BACK FILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED, AND HAVE ALL TAGS AND ROPES REMOVED.
- TREES SHALL BE STAKED AND GUYED, AND HAVE A WATERING SAUCER AT BASE.
- ALL BEDS TO BE DERMED 1/2" TO 24" ABOVE GRADE AND MEET DRAINAGE REQUIREMENTS.
- LAWN AND BED AREAS SHALL BE ROTOTILLED, RAKED OF CLUMPS AND DEBRIS.
- REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
- PRUNE AND FERTILIZE ALL EXISTING VEGETATION TO REMAIN ON SITE.



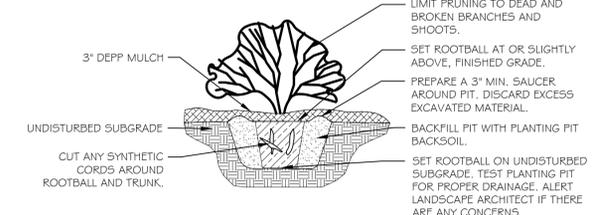
1 8' HIGH SOLID CEDAR FENCE
1/2" = 1'-0"
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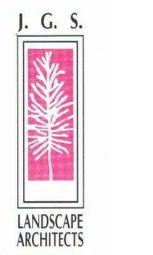
2 TREE PLANTING DETAIL
NOT TO SCALE
329343-01



4 ANNUAL, PERENNIAL, & GROUND COVER DETAIL
NOT TO SCALE
329331-03



3 SHRUB PLANTING DETAIL
NOT TO SCALE
329333-01



7751 W. Mc Carthy Road
Palos Park, Illinois 60464
office: 708.361.5124

SSG	2016-08-11
SSG	2016-09-22
SSG	2016-10-05

Landscape Plan

Crash Champions

2080 Main Street
Batavia, Illinois

© 2015 Copyright. This Drawing is the Property of John G. Schiera Landscape Architects, Inc. All Rights Reserved.

PREPARED FOR:
LOCATION:
Batavia, IL

DATE:
8-06-2016

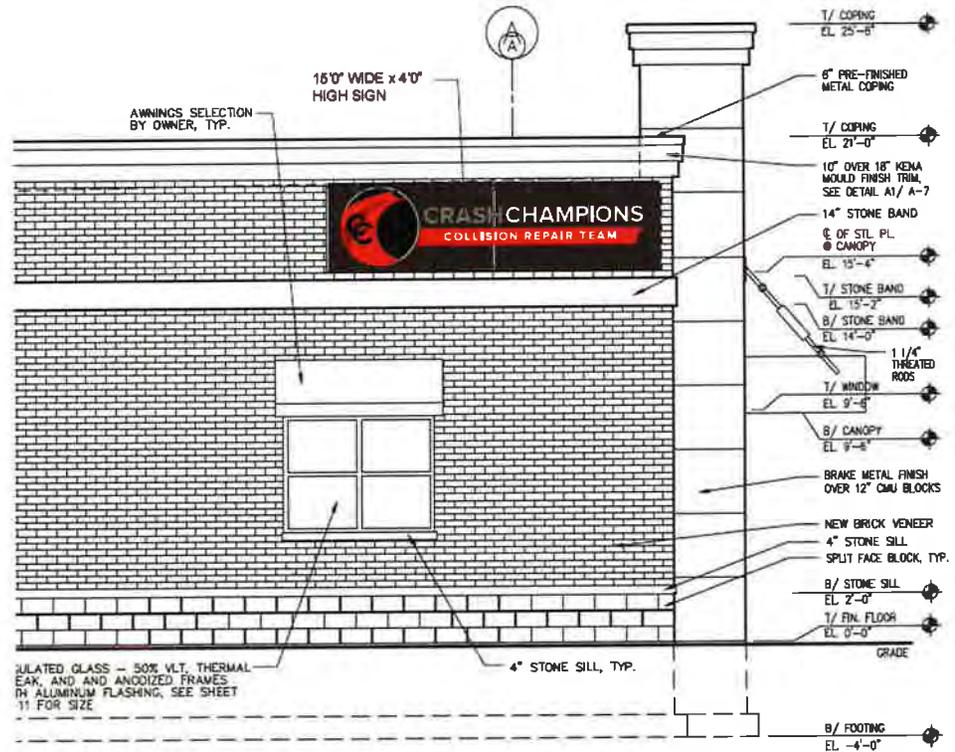
SCALE:
1" = 30'

COMPUTER NAME:
Batavia_Lplan

JOB NUMBER:
SSG_42_2016

SHEET
L-1

Channel Letters Mounted Flush to 3" Fabricated Wireway/Aluminum Pan
 Grey, Red, Black, Burgundy Translucent Vinyl on White Acrylic Faces
 Black Trimcap & Black Returns
 White LED Illumination
 UL Listed



All artwork is property of Image360 Mokena, (Store 409, Inc.). Any unauthorized use will be subject to the law accordingly.

- i have reviewed the layout of all artwork elements (logos, fonts, etc.), copy, spelling and punctuation
- graphics shown are for approximate color and positioning only
- if a specific color match is required, the appropriate pantone color code must be used
- changes during production and/or final application may occur
- **by signing below, i approve this artwork to be produced and take full responsibility for any errors**



approval

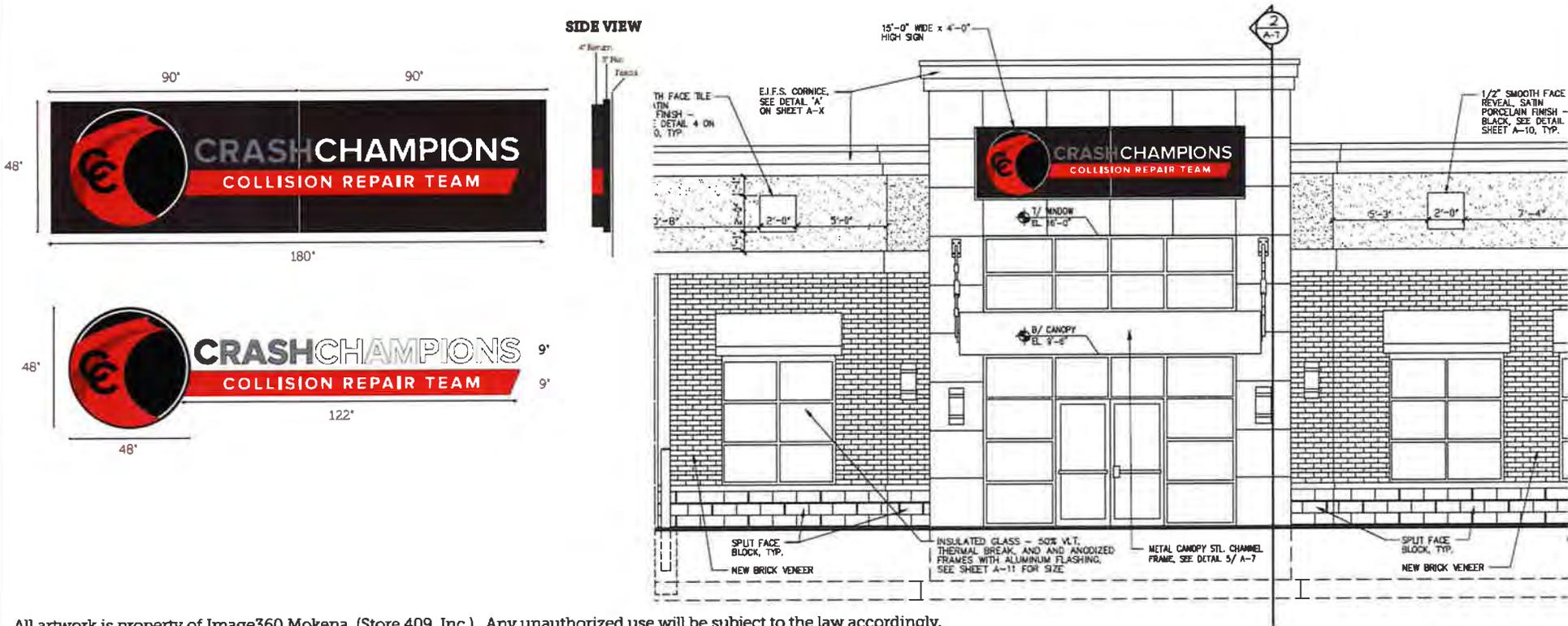
date



image360mokena.com

t. 708.478.5751 f. 708.478.5752 - 9981 w. 190th st - suite k · mokena, il 60448

Channel Letters Mounted Flush to 3" Fabricated Wireway/Aluminum Pan
Grey, Red, Black, Burgundy Translucent Vinyl on White Acrylic Faces
Black Trimcap & Black Returns
White LED Illumination
UL Listed



All artwork is property of Image360 Mokena, (Store 409, Inc.). Any unauthorized use will be subject to the law accordingly.

- i have reviewed the layout of all artwork elements (logos, fonts, etc.), copy, spelling and punctuation
- graphics shown are for approximate color and positioning only
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- **by signing below, i approve this artwork to be produced and take full responsibility for any errors**

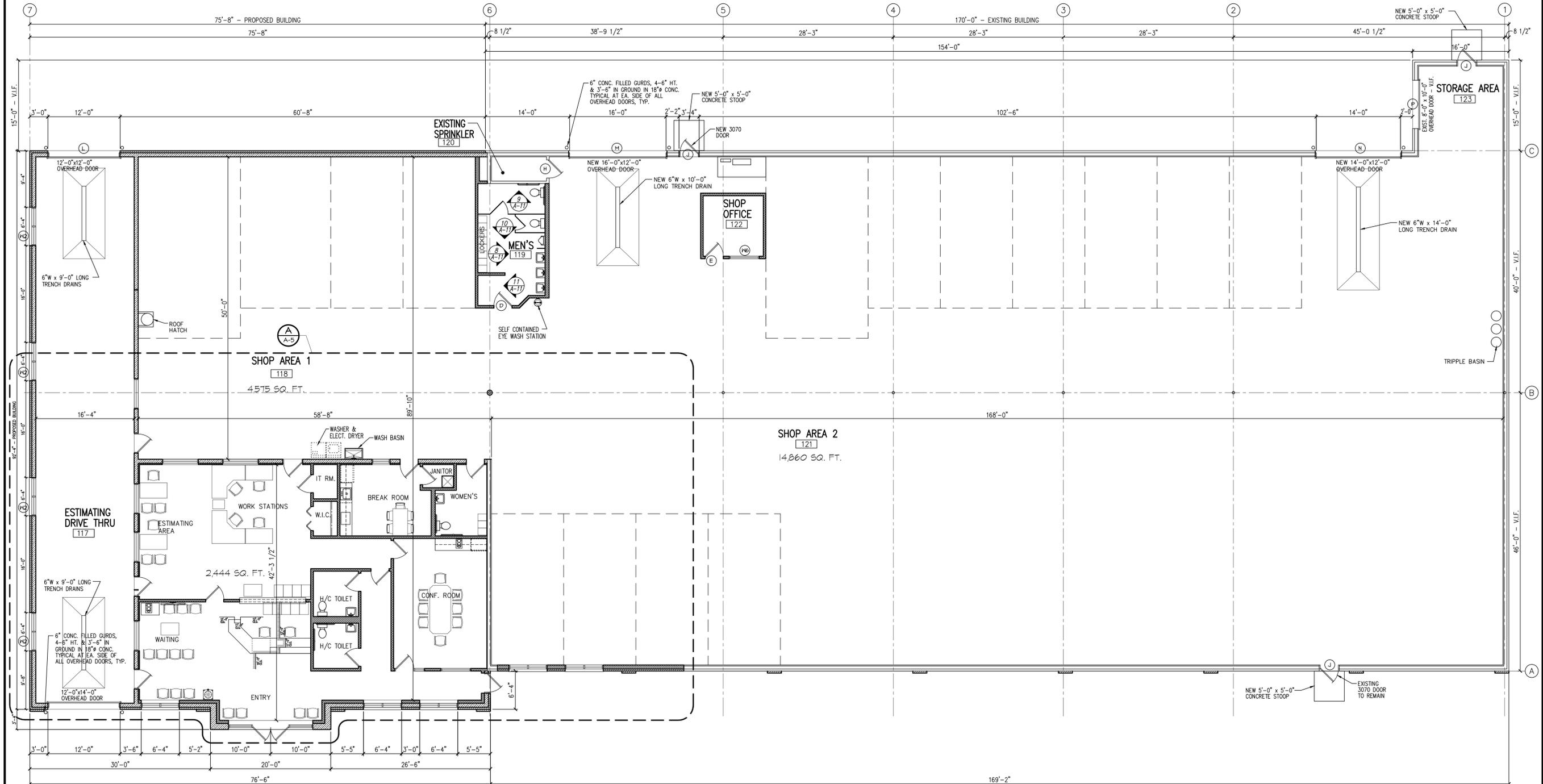


approval		date	
----------	--	------	--

Exhibit H

ideal
DESIGNS
ARCHITECTS / DESIGNERS
20960 FRANKFORT SQ. DR.
SUITE A
FRANKFORT, ILLINOIS
T: (708) 407-8028
F: (779) 333-7960
gabe@idealcustodesigns.com
www.idealcustodesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS



OVERALL FLOOR PLAN
21,918 SQ. FT.

1/8" = 1'-0"
NORTH

DATE:

EXP. DATE:

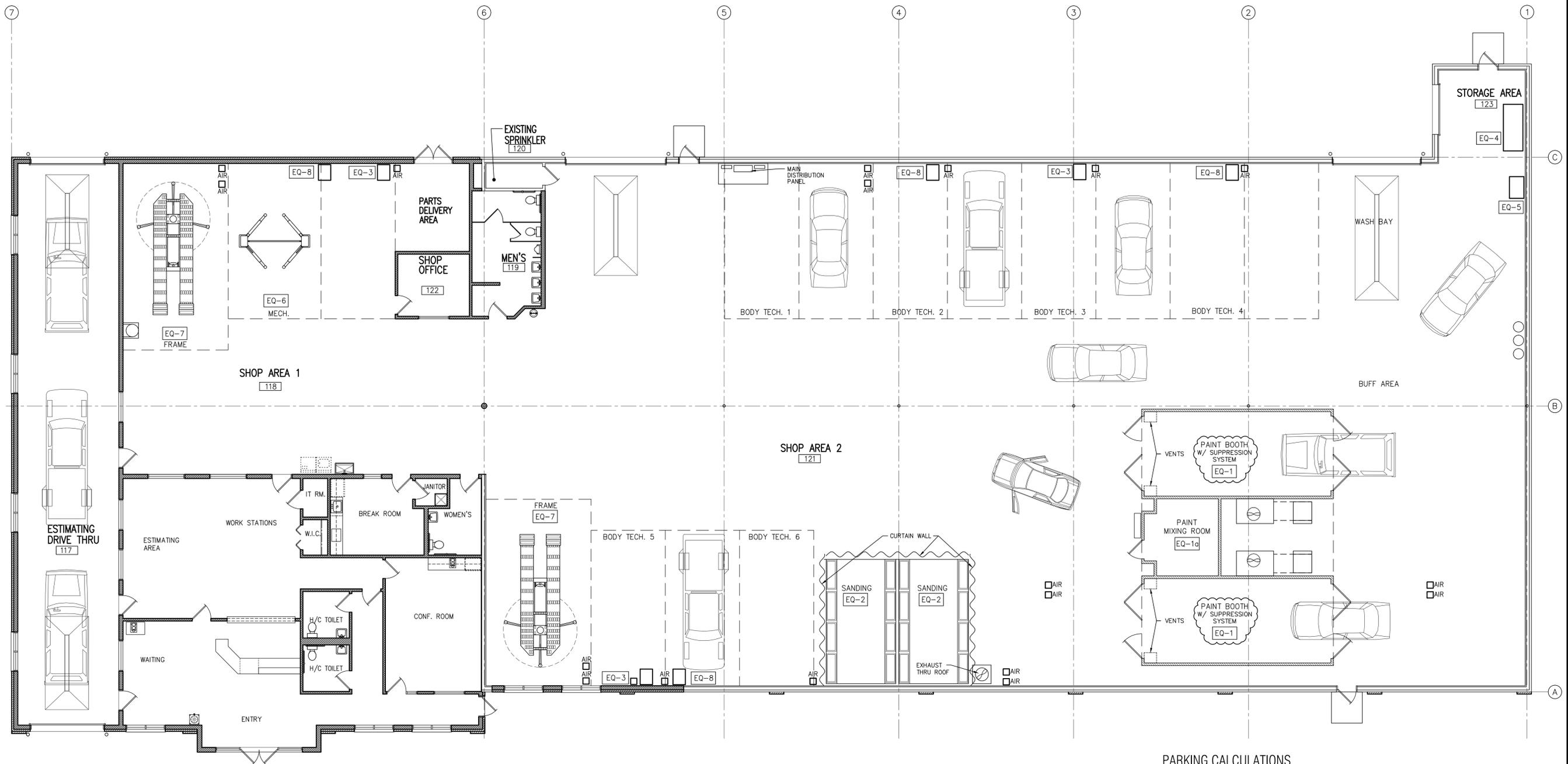
REVISIONS	
REV #	DATE

DATE:
08-16-16
DRAWN BY: MES
PREVIOUS NO.
PROJECT NO.
16041

SHEET NUMBER
A-1

Exhibit I

EQUIPMENT SCHEDULE	
EQ-1	SPRAY BOOTH
EQ-1a	PAINT MIXING EQUIPMENT
EQ-2	PREP WORKSTATION
EQ-3	TIG WELDER
EQ-4	AIR COMPRESSOR W/ BACK-UP
EQ-5	HOTSY PRESSURE WASHER
EQ-6	4 POST LIFTS
EQ-7	FRAME MACHINE
EQ-8	MIG/ ARC WELDER



PARKING CALCULATIONS

OFFICE AREA: 1,943 SQ. FT @ 1 SPACE / 100 SQ. FT. = 20 PARKING SPACES
 BODY SHOP: 15 BAYS @ 3 SPACES/ BAY = 45 PARKING SPACES
 ESTIMATING DRIVE THRU: 3 BAYS @ 3 SPACES/ BAY = 09 PARKING SPACES
 TOTAL: 74 PARKING SPACES

PARKING CALCULATIONS

1/8" = 1'-0"



ideal
DESIGNS
 ARCHITECTS / DESIGNERS
 20960 FRANKFORT SQ. DR.
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 FRANKFORT, ILLINOIS
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 gabe@idealcustodesigns.com
 www.idealcustodesigns.com

CRASH CHAMPIONS
 2080 MAIN STREET
 BATAVIA, ILLINOIS

DATE: _____
 EXP. DATE: _____

REVISIONS		
REV #	DATE:	REV. PER:
1	09/26/00	PER VILLAGE

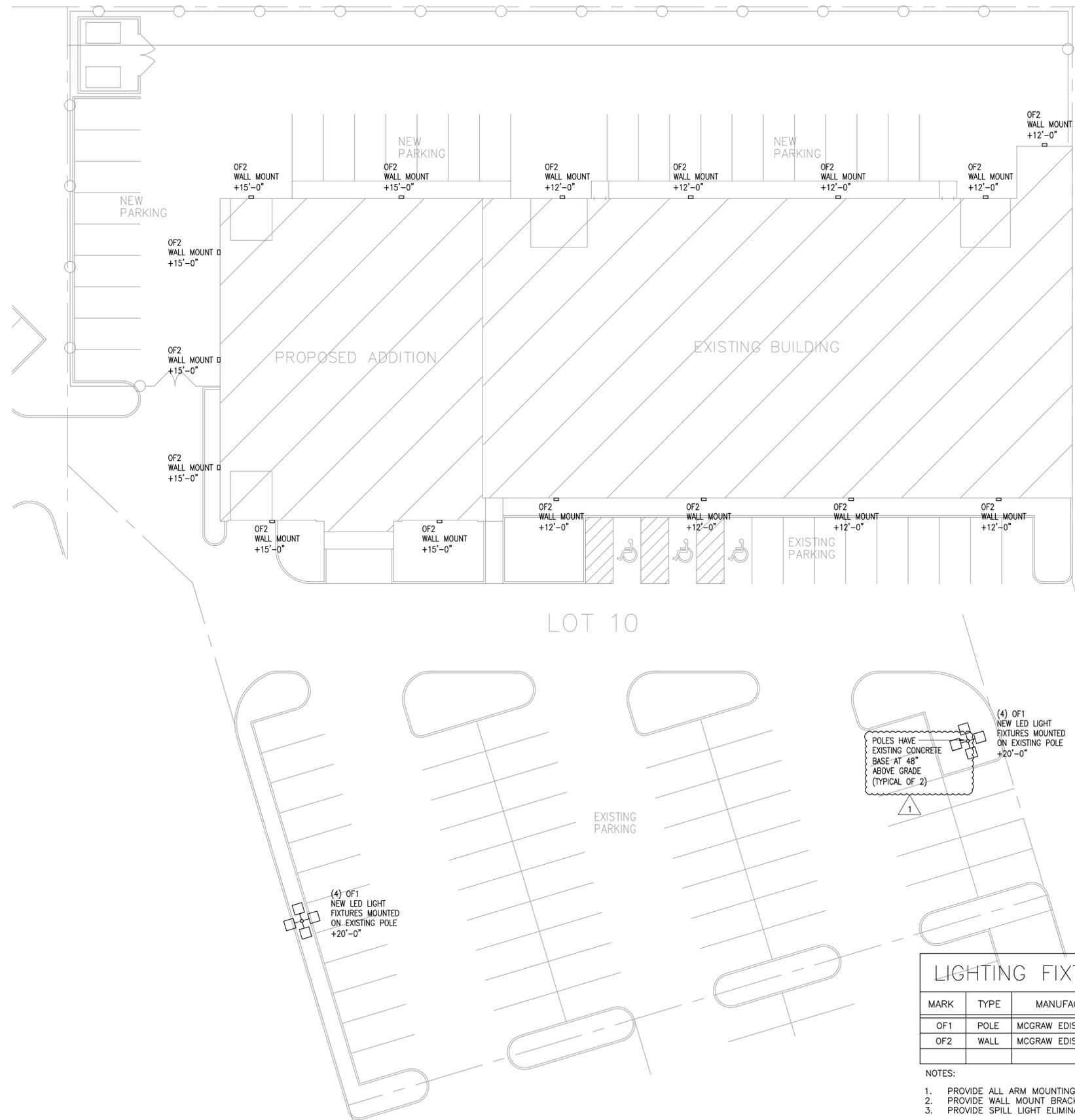
DATE: **09-22-16**
 DRAWN BY: MES
 PREVIOUS NO.
 PROJECT NO. **16041**

SHEET NUMBER
A-2

Exhibit J, 1 of 2

Ideal
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gabe@idealcustomdesigns.com
www.idealcustomdesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS



PLAN NOTES:

1. EXTERIOR LIGHTING SHALL BE FULLY SHIELDED, DIRECTED DOWN AT 90 DEGREE ANGLE, AND OTHERWISE DESIGNED SO AS TO AVOID GLARE ONTO NEIGHBORING RESIDENTIAL PROPERTIES. SHIELDED MEANS THAT ALL BULB/LIGHT SOURCE AND COVER PORTION OF A FIXTURE THAT TRANSMIT LIGHT SHALL NOT EXTEND BEYOND BELOW THE OPAQUE PORTION OF SUCH FIXTURE SO THE BULB/LIGHT SOURCE IS NOT VISIBLE FROM GENERAL SIDE VIEW. METAL HALIDE FIXTURES ARE PREFERRED FOR CONSISTENCY BETWEEN DEVELOPMENTS.
2. IN GENERAL, THE HEIGHT OF EXTERIOR LIGHTING FIXTURES SHALL NOT EXCEED THE PREDOMINANT HEIGHT OF THE PRINCIPAL BUILDING TO WHICH IT RELATES.

LIGHTING FIXTURE SCHEDULE

MARK	TYPE	MANUFACTURER	MODEL NUMBER	LAMP	VA'S	NOTES
OF1	POLE	MCGRAW EDISON	GLEON-AE-04-LED-E1-SL4	213W LED	213	1, 3
OF2	WALL	MCGRAW EDISON	IST-E02-LED-E1-BL4-ULG	47W LED	47	2, 3

NOTES:

1. PROVIDE ALL ARM MOUNTING ADAPTERS AND TENON ADAPTERS AS REQUIRED TO MOUNT LIGHT FIXTURE ON EXISTING STEEL POLE.
2. PROVIDE WALL MOUNT BRACKET.
3. PROVIDE SPILL LIGHT ELIMINATOR FOR LIGHT FIXTURES INSTALLED NEAR PROPERTY LINE.



DATE:

EXP. DATE:

REVISIONS

REV #	DATE:	REV. PER:
1	09/23/16	REVISIONS

DATE:
08-03-16

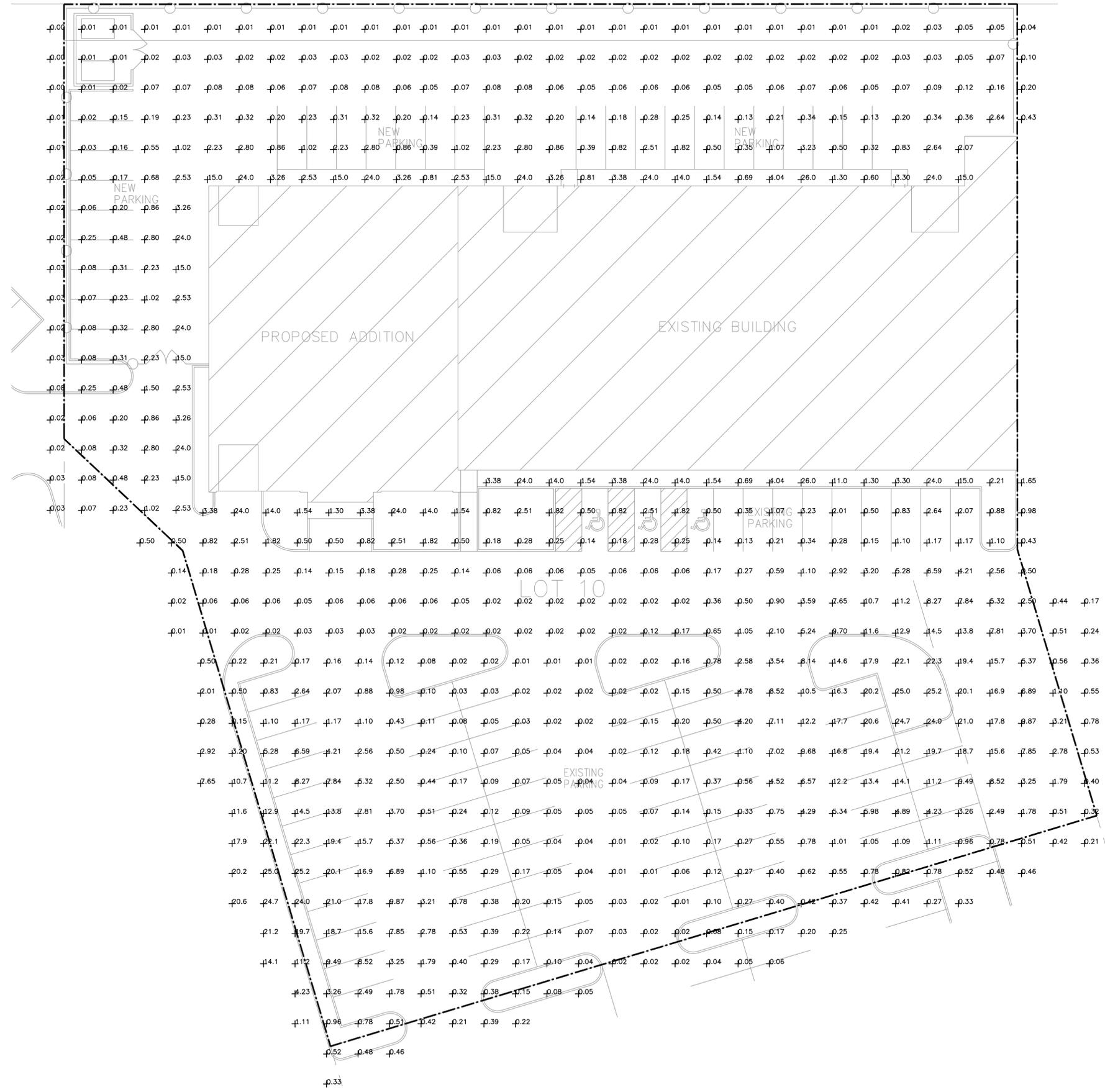
DRAWN BY: MES
PREVIOUS NO.

PROJECT NO.
16041

SHEET NUMBER

E-4.1

Exhibit J, 2 of 2



PLAN NOTES:

1. PHOTOMETRIC PLAN DOES NOT ACCOUNT FOR LIGHTING SPILL FROM FIXTURES ON ADJACENT PROPERTIES AND STREETS.
2. PHOTOMETRIC PLAN DOES NOT ACCOUNT FOR SOLID FENCING AROUND SECTIONS OF THE PARKING LOT.

Ideal
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gobe@idealcustomdesigns.com
www.idealcustomdesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS	
REV #	DATE

DATE:
08-03-16
DRAWN BY: MES
PREVIOUS NO.
PROJECT NO.
16041

SHEET NUMBER
E-4.2

1 SITE PHOTOMETRIC PLAN
1" = 20'-0"



Exhibit K, 1 of 2 McGraw-Edison

DESCRIPTION

The Galleon™ LED luminaire delivers exceptional performance in a highly scalable, low-profile design. Patented, high-efficiency AccuLED Optics™ system provides uniform and energy conscious illumination to walkways, parking lots, roadways, building areas and security lighting applications. IP66 rated and UL/cUL Listed for wet locations.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Construction

Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Heavy-wall, die-cast aluminum end caps enclose housing and die-cast aluminum heat sinks. A unique, patent pending interlocking housing and heat sink provides scalability with superior structural rigidity. 3G vibration tested. Optional tool-less hardware available for ease of entry into electrical chamber. Housing is IP66 rated.

Optics

Patented, high-efficiency injection-molded AccuLED Optics technology. Optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT 70 CRI. Optional 6000K CCT and 3000K CCT.

Electrical

LED drivers are mounted to removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Standard with 0-10V dimming. Shipped standard with Eaton proprietary circuit module designed to withstand 10kV of transient line surge. The Galleon LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Light Squares are IP66 rated. Greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 530mA and 700mA drive currents.

Mounting

STANDARD ARM MOUNT: Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during assembly. When mounting two or more luminaires at 90° and 120° apart, the EA extended arm may be required. Refer to the arm mounting requirement table.

Round pole adapter included.

For wall mounting, specify wall mount bracket option. 3G vibration rated. **QUICK MOUNT ARM:** Arm is bolted directly to the pole and the fixture slides onto the quick mount arm and is secured via a single fastener, facilitating quick and easy installation. The versatile, patent pending, quick mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the quick mount arm enables wiring of the fixture without having to access the driver compartment. A knock-out enables round pole mounting.

Finish

Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is powder coated black. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available.

Warranty

Five-year warranty.

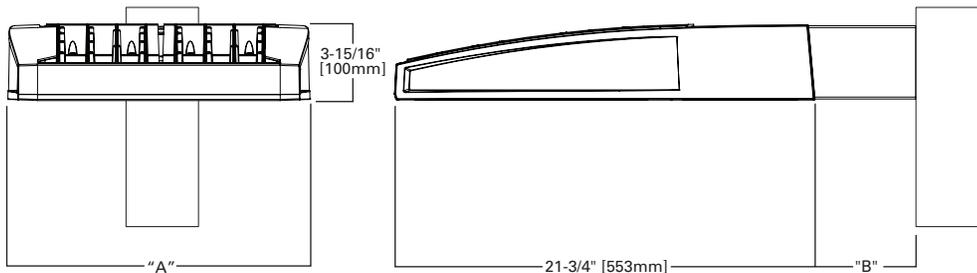


GLEON GALLEON LED

1-10 Light Squares
Solid State LED

AREA/SITE LUMINAIRE

DIMENSIONS

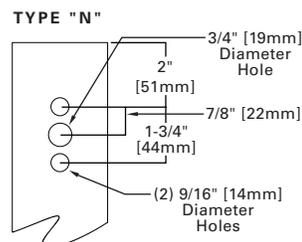


DIMENSION DATA

Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Optional Arm Length ¹	Weight with Arm (lbs.)	EPA with Arm ² (Sq. Ft.)
1-4	15-1/2" (394mm)	7" (178mm)	10" (254mm)	33 (15.0 kgs.)	0.96
5-6	21-5/8" (549mm)	7" (178mm)	10" (254mm)	44 (20.0 kgs.)	1.00
7-8	27-5/8" (702mm)	7" (178mm)	13" (330mm)	54 (24.5 kgs.)	1.07
9-10	33-3/4" (857mm)	7" (178mm)	16" (406mm)	63 (28.6 kgs.)	1.12

NOTES: 1. Optional arm length to be used when mounting two fixtures at 90° on a single pole. 2. EPA calculated with optional arm length.

DRILLING PATTERN



CERTIFICATION DATA

UL/cUL Wet Location Listed
ISO 9001
LM79 / LM80 Compliant
3G Vibration Rated
IP66 Rated
DesignLights Consortium™ Qualified*

ENERGY DATA

Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120V-277V 50/60Hz
347V & 480V 60Hz
-40°C Min. Temperature
40°C Max. Temperature
50°C Max. Temperature (HA Option)

DESCRIPTION

The Impact Elite family of wall luminaires is the ideal complement to site design. Incorporating modular LightBAR™ technology, the Impact Elite luminaire provides outstanding uniformity and energy-conscious illumination. Combined with a rugged construction, the Impact Elite luminaire is the ideal facade and security luminaire for zones surrounding schools, office complexes, apartments and recreational facilities. UL/cUL listed for wet locations.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Construction

Heavy-wall, die-cast aluminum housing and removable hinged door frame for precise tolerance control and repeatability. Hinged door inset for clean mating with housing surface and secured via two captive fasteners. Optional tamper-resistant Torx™ head fasteners offer vandal resistant access to the electrical chamber.

Optics

Choice of six patented, high-efficiency AccuLED Optics™ distributions. Optics are precisely designed to shape the light output, maximizing efficiency and application spacing. AccuLED Optics technology creates consistent distributions with the scalability to meet customized application requirements. Offered Standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K CCT, 5000K CCT and 5700K CCT.

Electrical

LED drivers mount to die-cast aluminum back housing for optimal heat sinking, operation efficacy, and prolonged life. Standard drivers feature electronic universal voltage (120-277V 50/60Hz), 347V 60Hz or 480V 60Hz operation, greater than 0.9 power factor, less than 20% harmonic distortion, and are suitable for operation in -40°C to 40°C ambient environments. All fixtures are shipped standard with 10kV/10kA common – and differential – mode surge protection. LightBARs feature an IP66 enclosure rating and maintain greater than 95% lumen maintenance at 60,000 hours per IESNA TM-21. Emergency egress options for -20°C ambient environments and occupancy sensor available.

Mounting

Gasketed and zinc plated rigid steel mounting attachment fits directly to 4" j-box or wall with the Impact Elite "Hook-N-Lock" mechanism for quick installation. Secured with two captive corrosion resistant black oxide coated allen head set screws concealed but accessible from bottom of fixture.

Finish

Cast components finished in a five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult the McGraw-Edison Architectural Colors brochure for the complete selection.

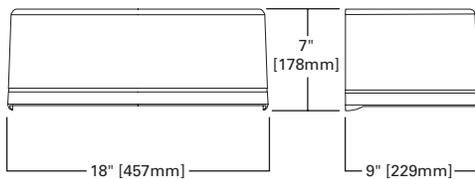
Warranty

Five-year warranty.

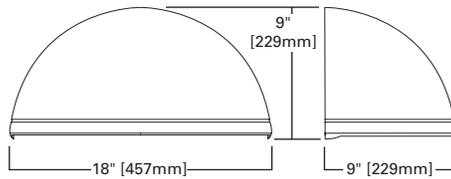


DIMENSIONS

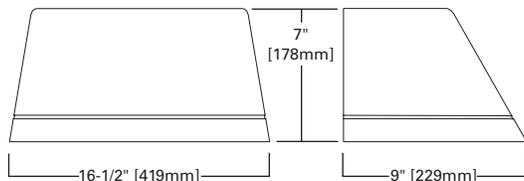
Cylinder



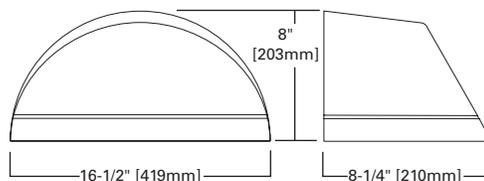
Quarter Sphere



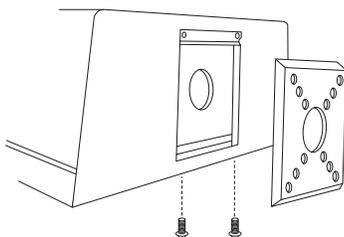
Trapezoid



Wedge



HOOK-N-LOCK MOUNTING



ISC/ISS/IST/ISW IMPACT ELITE LED



1 - 2 LightBARs
Solid State LED

WALL MOUNT LUMINAIRE

CERTIFICATION DATA

UL/cUL Listed
LM79 / LM80 Compliant
IP66 LightBARs
ISO 9001
DesignLights Consortium® Qualified*

ENERGY DATA

Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V/50 & 60Hz, 347V/60Hz,
480V/60Hz
-40°C Minimum Temperature
40°C Ambient Temperature Rating

SHIPPING DATA

Approximate Net Weight:
18 lbs. (8 kgs.)

CITY OF BATAVIA

DATE: October 28, 2016
TO: Committee of the Whole
FROM: Joel Strassman, Planning and Zoning Officer
SUBJECT: Crash Champions Auto Body Repair (2080 Main St) and Vacant Property (2150 Main St)

- **Ordinance 16-66:** Amendments to the Comprehensive Plan Land Use Map and Amendments to the Zoning Map, 2080 and 2150 Main Street
- **Ordinance 16-67:** Approving a Conditional Use for Heavy Vehicle Services (Body Shop) and Planned Development Overlay for Crash Champions, 2080 Main Street
My Properties LLC – 2080 E. Main St., Batavia, applicant

Summary: The attached draft Ordinances would allow the former Aldi store building at 2080 Main Street to be enlarged and used for an auto body shop.

- **Ordinance 16-66** would approve amendments to the Comprehensive Plan Land Use Map and Official Zoning Map to propose Service Business land use and zoning on the property at 2080 Main Street and the adjacent vacant, City-owned property at 2150 Main Street.
- **Ordinance 16-67** would approve a conditional use permit (CU) for heavy vehicle service use and planned development overlay (PD) for the proposed Crash Champions property improvements at 2080 Main Street.

Background: My Properties LLC – 2080 E. Main St., owner of Crash Champions, has submitted applications to propose a heavy vehicle service establishment (auto body shop) to occupy the former Aldi retail store at 2080 Main Street. My Properties would purchase the property from Aldi with approval of these Ordinances. My Properties would add approximately 7,000 square feet to the existing 14,800 square foot building. The City of Batavia owns the abutting vacant commercial property to the west at 2150 Main Street. This City property is included in the applications to amend the Land Use Map and Zoning Map, but is not part of the CU or PD applications.

In June, 2016, Crash Champions presented an [Initial Land Use Proposal](#) to the COW for its proposed use of the 2080 Main Street property. COW response was generally favorable. The COW had some concern about noise and the appearance of the site with storage of damaged vehicles. Crash Champions' owner Matt Ebert informed the COW that all work would be performed inside the building, and all vehicles waiting to be repaired would be inside the building or be placed inside a fenced-in area behind the building when the business is not open.

With support for proposed Service Business land use and zoning, staff believes that the City-owned vacant property at 2150 should also be considered for the same map amendments. This property has the same lack of visibility and circuitous access from arterial streets that does not work well with retail uses. Staff has included this approximately 51,000 square foot property in the Service Business land use and zoning map amendments.

In addition to the proposed building expansion, the building's north (main) façade would have added details to blend with the design of the proposed addition. Landscaping would be introduced in front of much of the north building wall, and existing islands in the parking lot would have new plants installed. The existing paved areas to the east and south of the building would be behind a solid wood fence. Employee only parking would be added in this area.

In the SB Service Business zoning district, heavy vehicle service such as auto body work requires City Council approval of a conditional use permit. The planned development overlay is proposed to approve modifications to the Zoning Code to allow a number of existing, nonconforming site and building conditions to remain, and to accommodate the proposed employee parking. The modifications are itemized in Ordinance 16-67, along with a number of approval conditions.

The Windmill Creek commercial area lacks a formal owner's association to maintain common facilities. Mr. Ebert has indicated a desire to facilitate the formation of an owner's association. The private roads that access each site are in need of repair. The City has begun a process to create a special service area (SSA) covering Windmill Creek to address maintenance of the roads. Ordinance 16-67 includes language requiring My Properties to repair the roads on what would be its property, and to obligate My Properties to not object to the creation of this SSA.

My Properties has informed staff that Aldi does not want the zoning approvals to be effective until after the sale of its property is completed. Both Ordinances include language to allow time for My Properties to demonstrate its ownership of the property to the City for the Ordinances to become effective. If the sale does not occur, the Ordinances essentially would vanish and the existing General Commercial land use classification and zoning would continue. CU, PD, and design review approvals would likewise not go into effect.

For a detailed description of the issues related to the proposed land use and zoning, and for detail on the proposed building and site changes for Crash Champions, please see the [staff memorandum to the Plan Commission](#). This memorandum includes an aerial map to identify the properties at 2080 and 2150 Main Street.

Plan Commission Review and Action: No citizens spoke at the October 21st hearing. My Properties representatives emphasize the building enhancements, added site landscaping, and parking lot and access road repairs that would be part of the project. Over \$1,000,000 of improvements is proposed.

The Commission stated that the proposed land use classification and zoning are appropriate for this automobile service oriented area. Proposed improvements at 2080 Main Street would enhance the appearance of the building and site. The Commission discussed staff recommended approval conditions of requiring all doors and windows be kept closed to reduce noise, and screening fence repair within 48 hours. The Commission felt that the distance to residences and Holy Cross Church and School is sufficient to allow facility doors to be open, thus reducing the need for HVAC use. Fence repair within 48 hours may be difficult to complete; 72 hours would be more reasonable.

By votes of 6-0, the Commission recommended approval of the Land Use Map and Zoning Map amendments and of the proposed CU and PD with the specifications and conditions as listed in Ordinance 16-67. The Commission also approved Design Review (6-0) subject to City Council approval of the map amendments, PD, and CU.

Alternatives: The COW can recommend approval of the Ordinance as presented, add or remove approval conditions, recommend denial, or continue its review with direction to staff for revisions.

- **Pros:** Approval of Ordinances 16-66 and 16-67 would allow for investment in, and appropriate use of a long-vacant building at 2080 Main Street. The abutting property to the west could be developed with a compatible use.
- **Cons:** Not approving Ordinances 16-66 and 16-67 would leave both properties as is. There has been little interest in use of either property with the existing zoning that likely would continue.
- **Budget Impact:** The City will realize building permit revenue and some new retail sales tax revenue once the project is complete. After project completion, the property likely would have an increased assessment leading to an increase in real estate property tax paid.
- **Staff Impact:** Staff time has and would be used to complete the entitlement process and throughout the building permit processes. After completion of the project, there would be no more staff time needed than if either or both sites had general commercial uses.

Timeline for Actions: With COW recommendations for approval of both Ordinances (as presented or with direction for revision), both would be placed on the City Council's agenda for the November 7th meeting.

Staff Recommendations: Attached Ordinances 16-66 and 16-67 have been drafted to include the Plan Commission's recommendations. As stated before, staff had recommended keeping building doors and windows closed to reduce noise, and fence repair within 48 hours. Staff recommends approval of Ordinances 16-66 and 16-67 as presented, or with direction to staff to revise both to include closed doors and windows and 48 hour fence repair.

Attachments

1. My Properties Project Narrative
2. Draft Ordinance 16-66
3. Draft Ordinance 16-67

c Mayor Department Heads
Applicant Media

NARRATIVE

Applicant, My Properties LLC – 2080 E. Main Street, Batavia, desires to purchase from Aldi, Inc. (“Aldi”) the former Aldi Foods store located at 2080 Main Street, Batavia (“Property”) to repurpose the building for a Crash Champions automobile repair facility.

Aldi moved out of the Property in 2011 and has been marketing the Property for sale since then. This is the first contract on the Property since it has been marketed for sale by CBRE. Crash Champions principal, Matt Ebert has been involved in the car repair industry for 20 years and has owned and operated Crash Champions for approximately 16 years. Crash Champions currently has facilities located in New Lenox (corporate office), Plainfield, Crestwood, Mokena and Chicago. Crash Champions will be moving from its current location in Plainfield to a new location in Plainfield on Route 59.

Crash Champions repurpose of the Aldi building would consist of the existing former Aldi Building containing 14,860 square feet and a proposed 7,076 square foot addition. The building contains a 17,822 square foot, shop area, 2,452 square foot office area and a 1,662 enclosed area for estimates. All repair work would be conducted inside the building. Employee parking would be located in the front of the building. All customer vehicle cars for repair would be parked behind the building to the south. This parking area would contain a six-foot-high vinyl privacy fence.

As can be seen from the site plan and elevations, the proposed redevelopment will enhance the exterior appearance of the Property. The proposed comprehensive plan amendment and re-zoning to the Service Business District with a PUD overlay and with a conditional use for Vehicle Services, heavy, would also be consistent with the trend of development in the Wind Mill Creek Center for automobile service related uses. These uses include a Firestone Complete Auto Care to the east, Valvoline Instant Oil Change, Tuffy’s Auto Service Center and a Mobil Oil gas station, all to the northeast, and Tower Car Wash to the North. The proposed addition of an automobile repair facility would be natural addition to this center given the existing automotive uses and can create synergy with the adjoining automotive uses. The side yard deviation from 10 feet to zero feet merely codifies the current setback of the building.

The City of Batavia has applied to rezone vacant lot 16 and the southerly 270 feet of Lot 11 in the subdivision from General Commercial to Service Business, as well, to match the trend of development in the Wind Mill Creek Center as described above.

The Application meets all of the City’s standards and requirements for a 1) Comprehensive Plan Amendment from General Commercial to Service Business for the Aldi property and the City Property; 2) Re-zoning from General Commercial to Service Business with a PUD overlay for the Aldi Lot and a rezoning from General Commercial to Service Business for the City Lot; 3) Conditional use for vehicle services, heavy and vehicle services, light for the Aldi Lot; 4) Design review approval for the Aldi Lot. The following details how all these standards are met:

COMPREHENSIVE PLAN AMENDMENT

The proposed Comprehensive Plan Amendment is appropriate because it meets the Comprehensive Plan Land Use goals, which provide:

Goal 1. Maintain Batavia as an attractive place to live, work, shop and play, with a balance of land uses.

RESPONSE: The proposed use adds to the balance of land uses in Batavia. Many of the surrounding uses in this subdivision are automotive related uses, which will create additional sales synergy for this center. Also, this facility will benefit the residents of Batavia by having such a convenient facility within their town to repair their automobiles. Rezoning the City lots also will add to the balance of land uses and will more appropriately reflect the trend of development in this commercial center.

Goal 2. Protect and enhance environmentally sensitive and historically significant place.

RESPONSE: This goal is not applicable. The subject property is not environmentally sensitive or historically significant. It contains an existing building.

Goal 3. Plan land uses to achieve an efficient provision of public facilities and services.

RESPONSE: Adequate sewer and water capacity exists to service this facility.

Goal 4. Maintain a diversity of housing types, prices and styles for all segments of the community.

RESPONSE: This goal is not applicable.

Goal 5. Coordinate land use and transportation planning.

RESPONSE: The proposed development meets the policy of locating business uses convenient to transit corridors, such as Randall Road and Fabyan Parkway. It also is located on an internal circulation route, another stated policy.

Goal 6. Continue to make the downtown and the Fox River the focal point of the community.

RESPONSE: This goal is not applicable.

Goal 7. Redevelop obsolete industrial areas as mixed-use developments compatible with neighborhood character.

RESPONSE: Although this is not an obsolete industrial area, it is an obsolete retail site given its location and circuitous access to Randall Road. This is why the Comprehensive Plan Amendment is appropriate.

Goal 8. Provide gradual land use transitions and buffers between lower intensity and higher intensity uses.

RESPONSE: These transitions have already been provided with the previous development. The addition of the fence along the south property line meets the policy of providing additional screening as a transition between incompatible uses.

Goal 9. Maintain sufficient retail and employment areas to ensure the fiscal and economic vitality of the City.

RESPONSE: The subject property is not viable for retail use given its location. Aldi moved out of this location because of its lack of viability and access to Randall Road. The Aldi lot has been marketed for sale since 2011 with no retail interest. The City lot also has also remained vacant, even though it has been listed for sale. The Crash Champions facility will employ between 20 and 25 people.

Goal 10. Establish a system of parks, open spaces and trails that supports neighborhoods, protects sensitive environmental areas.

RESPONSE: This goal is not applicable.

Goal 11. Plan for the possible reuse of both the Fermilab and unincorporated Mooseheart properties.

RESPONSE: This goal is not applicable.

RE-ZONING APPLICATION

The proposed zoning to Service Business District satisfies all the findings that shall be made pursuant to Section 5-7-4. At the time of the hearing, the City will be able to confirm the required public notice and public meetings and hearings have been conducted pursuant to Section 5.704A and B. Regarding Section 5.704(C), applicant's application to amend the Comprehensive Plan designation to Service Business identifies how this application meets the goals and policies of the Comprehensive Plan.

PLANNED DEVELOPMENT OVERLAY STANDARDS

The proposed development meets the purposes and uses for a Planned Development Overlay. Section 3.101 provides:

3.101 Purposes

The purposes of the Planned Development Overlay Zoning District (PD) are to:

- A. To modify development regulations of this Title to implement the Comprehensive Plan.
- B. Provide opportunities for unique or mixed-use development.
- C. Provide opportunities for development intensity greater than permitted by base district regulations for affordable housing, senior housing, and congregate living facilities.

Section 3.102 provides:

3.102 Use of a Planned Development Overlay Zoning District

- A. ***Extent.*** A Planned Development Overlay Zoning District (PD) may overlay all or part of any base district or contiguous districts. Base district regulations shall apply except to the extent modified by an overlay district. The Official Zoning Map shall identify the area covered by each PD.
- B. ***Use of the PD Zoning District.*** A PD may only be adopted for one or more of the following:
1. To modify development regulations of this Title to implement policies in the Comprehensive Plan.
 2. To permit unique or mixed-use development.
 3. To permit development intensity greater than permitted by base district regulations for affordable housing, senior housing, and congregate living facilities.
 4. To permit a concurrent review of structures and neighborhood design, including lot pattern.
- C. ***Limitations.***
1. A PD shall not be used to add, eliminate, or restrict uses permitted in the base district regulations.
 2. A PD shall be applied only to contiguous property so as to create a unified and cohesive development.

RESPONSES:

The proposed development meets the criteria established in 3.101 and 3.102 by modifying zoning regulations in the Service Business to codify the existing condition of the Aldi Building previously approved by the City approximately 20 years ago and the expansion of the building and modification of the loading area in the rear of the Property by Crash Champions. Modifications to some of the zoning requirements are necessary in order to construct the state of the art facility being proposed.

The modifications from the zoning ordinance are listed in the below chart. They all are requested to implement Goal 1 of the Land Use element of the Comprehensive Plan. The PUD overly and modifications allow this shopping center to remain viable and maintain Batavia as an attractive place to work and shop by permitting a service business use, comparable with many of the surrounding service business type uses rather than continuing a vacant building in a location that is not suited for retail development.

PUD MODIFICATIONS

Crash Champions - Batavia Auto Body				
	Code			
Item	Section	Requirements	Provided	Reasoning
District SB	Chapter 2.6			
Setback, front	Table 2.604	25 ft	10'	This codifies the setback of the existing Building.
Setback, side (nonresidential)	Table 2.604	10 ft	0' (west side of existing building)	The west end of the existing building currently has no setback. The rest of the existing building meets the requirements. The proposed addition meets the requirements.
Building to parking	Table 2.604	4.203.N (landscape 5' less overhang)	0' (six employee parking stalls)	The six employee parking stalls along the eastside of building are against the building addition. To offset this deficiency, we lengthen the parking stall from 19' to 20' and propose wheel stops in each stall to protect the building.
Parking	Chapter 4.2			
Dimensions	4.205.B	See Table 4.205.A, B or C	9' wide x 19' long	The six employee parking stalls along the eastside of building. Proposed configuration for the parking stall is 9.5' wide by 20' long with 21' aisles. Proposed total length for parking plus aisle is 41, City's standard is 44', three-foot difference. To offset this deficiency, we increased the width and depth of the parking stalls to 9.5' wide and 20' long to provide more room for the car to maneuver.
Landscaping				
Landscape Parking Lot Trees	4.211.B.1	Minimum 1 tree and landscape island per 10 spaces	Some landscape islands are provided with more than 10 parking spaces between islands.	This codifies the existing conditions of the landscape island spacing between parking spaces. The total number of island requirement is satisfied, but not the number of parking spaces between islands.
Light Pole Bases	4.211.B.3	Concrete Bases not to exceed 18 inches from finished Grade.	4 feet	This codifies the Concrete Base height of the existing light poles.

CONDITIONAL USE APPLICATION

The proposed Conditional Use Application meets all the findings of fact required for a conditional use. Section 5.403A provides:

1. The proposed use will not be detrimental to health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general.

RESPONSE: An automobile repair facility is consistent with the trend of development within this center. Current surrounding automotive uses include: i) Firestone Complete Auto Care; ii) Valvoline Instant Oil Change; iii) Tuffy's Auto Service Center; iv) Mobil Oil gas station; and, v) Tower Car Wash. The exterior of the building and foundation landscaping will be significantly improved. All customer vehicles will be located behind the building and in a fenced-in and gated parking area.

2. The proposed use, as conditioned, conforms with the purposes, intend and policies of the Comprehensive Plan and any applicable area, neighborhood, or other plan adopted by the City Council.

RESPONSE: Applicant has submitted a Comprehensive Plan Amendment from General Commercial to Service Business. Applicant has also addressed in its narrative how the proposed use meets many of the goals of the Comprehensive Plan.

3. The proposed use conforms with the conditions, requirements, or standards required by the Zoning Code and any other applicable local, State or Federal requirements.

RESPONSE: It does, except for the modifications proposed by the Applicant.

4. The proposed use, as conditioned, would not unreasonably interfere with the use and enjoyment of nearby properties.

RESPONSE: As stated in Response 1 above, it will not.

DESIGN REVIEW APPLICATION

The proposed development meets the findings for approval required by Section 5.604 of the Zoning Ordinance, which provides:

5.604 Design Review Approval

- A. **Action.** The Plan Commission of the Director as appropriate shall approve, approve with modifications and/or conditions, or deny an application for Design Review subject to the requirements of the Zoning Code and based on compliance with

approved design guidelines. An action of the Plan Commission shall be accompanied by findings of fact giving the reasons for the action.

B. ***Findings for Approval.*** The following findings shall be made prior to approval of a Design Review application:

1. The project is consistent with applicable design guidelines.

RESPONSE: As can be seen by the elevations and other plans, the development is substantially consistent with the design guidelines.

2. The project conforms to the Comprehensive Plan, and specifically to the Land Use, Urban Design, and Environmental Elements.

RESPONSE: The proposed development is consistent with all these elements. Applicant has addressed in its Comprehensive Plan amendment section of the narrative how all the land use goals have been met. The environmental element goals are satisfied because this is an existing building that is being redeveloped and expanded. The Urban Design element goals are satisfied by including, but not limited to providing high quality building materials that are appropriate in size and scale and extensive landscaping around the perimeter and the building to provide screening, softening and buffering.

3. The project is consistent with all applicable provisions of the Zoning Code.

RESPONSE: The project is consistent with all applicable provisions of the Zoning Code, except as modified or varied.

4. The project is compatible with adjacent and nearby development.

RESPONSE: The project is compatible with adjacent and nearby automotive developments as previously noted in Applicant's Conditional Use response.

5. The project design provides for safe and efficient provision of public services.

RESPONSE: It does. The development has been reviewed by all departments of the City and modifications made pursuant to their comments and suggestions.

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-66**

**AMENDING THE COMPREHENSIVE PLAN LAND USE MAP AND
OFFICIAL ZONING MAP
2080 AND 2150 MAIN STREET**

MY PROPERTIES LLC – 2080 E. MAIN STREET, BATAVIA, APPLICANT

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 7TH DAY OF NOVEMBER, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 8th day of November, 2016

Prepared by:

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

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-66**

**AMENDING THE COMPREHENSIVE PLAN LAND USE MAP AND
OFFICIAL ZONING MAP
2080 AND 2150 MAIN STREET, BATAVIA**

MY PROPERTIES LLC – 2080 E. MAIN STREET, BATAVIA, APPLICANT

WHEREAS, My Properties LLC – 2080 E. Main Street, Batavia (herein after referred to as “My Properties”), has submitted applications to amend the Comprehensive Plan Land Use Map (herein after referred to as “Land Use Map,” and pursuant to Zoning Code Chapter 5.8) and to amend the Official Zoning Map (herein after referred to as “Zoning Map,” and pursuant to Zoning Code Chapter 5.7) for properties located at 2080 and 2150 Main Street, and legally described as:

2080 MAIN STREET: LOTS 10, 12 AND 13 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, KANE COUNTY, ILLINOIS, A RESUBDIVISION OF PART OF LOT 10, AND LOTS 11, 12 AND 13 OF UNIT NO. 2, WINDMILL LAKES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS. PIN 12-20-401-020, 12-20-401-023, AND 12-20-401-026

2150 MAIN STREET: THE SOUTHERLY 270.0 FEET OF LOT 11 AND LOT 16 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS. PIN 12-20-401-025 AND 12-20-401-035; and

WHEREAS, said properties are currently classified as General Commercial on the Land Use Map and zoned GC General Commercial on the Zoning Map, and the applications seek classifying both properties as Service Business on the Land Use Map and applying the properties SB Service Business District on the Zoning Map for both properties under the Batavia Municipal Code; and

WHEREAS, all required public notification regarding the intention of the City to consider said amendments for both properties, as legally described above, was executed as required by the Batavia City Code; and

WHEREAS, a public hearing was held pursuant to the Batavia City Code by the Batavia Plan Commission on October 19, 2016, and

WHEREAS, following said hearing, the Plan Commission recommended approval of such Comprehensive Plan amendment; and

WHEREAS, following said hearing, the Plan Commission made the following findings of fact for the proposed amendment to the Zoning Map, as required by Zoning Code Sections 5.704.A-D:

1. **Finding A** - All required public notice has been conducted in accordance with applicable state and local laws;

Finding – My Properties executed the notice mailing and posting of the properties pursuant to the City Code. Letters were sent to proximate property owners and signs were posted on September 30, 2016. Notice was published in the Daily Herald on September 26, 2016.

2. **Finding B** - All required public meetings and hearings have been held in accordance with applicable state and local laws.

Finding – The Plan Commission on October 19, 2016 conducted a public hearing in accordance with state and local law.

3. **Finding C** - The extent to which the proposed amendment to the Official Zoning Map conforms generally to the goals and policies of the Comprehensive Plan and Comprehensive Plan Land Use Map.

Finding – The proposed amendments to the Zoning Map are consistent with several goals and policies of the Comprehensive Plan. The proposed SB Service Business District matches the proposed Comprehensive Plan Land Use Map designations for the properties.

4. **Finding D.1** - Is the proposed zoning district and the development it allows compatible with the existing uses and zoning of nearby property?

Finding: The area is characterized by having automobile-oriented uses, uses that have been compatible with surrounding properties for many years. The proposed SB District will allow similar uses and development of the subject properties.

5. **Finding D.2** - Is there evidence to suggest that property values will be diminished by the particular zoning restriction changes?

Finding: There is no evidence to suggest that property values will be diminished by the proposed SB District for the subject properties.

6. **Finding D.3** - If any property values are diminished, does the diminishment promote the health, safety, morals, or general welfare of the public?

Finding: While there is no evidence to suggest any diminishment, the health, safety, morals and general welfare will be promoted by placing the properties under in a zoning district consistent with their proposed land use designation on the Comprehensive Plan Land Use Map.

7. **Finding D.4** - Does the proposed zoning change provide a greater relative gain to the public as compared to the hardship imposed on the individual property owner?

Finding: The zoning change will provide greater gain to the general public by placing the most appropriate use rights and limitations on these properties that are consistent with their proposed land use designation on the Comprehensive Plan Land Use Map. The change will allow use and development of the properties that is similar to that of other properties in Windmill Creek.

8. **Finding D.5** - Is the subject property is suitable for the zoned purpose?

Finding: The properties are located in an area that contains uses similar to those allowed in the SB District. The properties are configured to uses that conform to the proposed district.

9. **Finding D.6** - Has the length of time the property has been vacant as zoned been excessive, considering the context of land development in the area in the vicinity of the subject property?

Finding: The properties have had commercial/retail zoning since incorporation in 1990. One property has not been developed and the other contains a building that has been vacant since 2011. These properties have been envisioned as developed, commercially uses properties since incorporation. The length of time the properties have been unused is excessive with nearby properties having been used as planned and zoned since 2011.

10. **Finding D.7** - Is there a community need for the proposed zoning or use?

Finding: The City has little property zoned Service Business. This area has been used for automobile-oriented services and this use continues to be in demand in the community. Providing additional property in the City for this use can address this demand.

WHEREAS, following said hearing, the Plan Commission recommended approval of such Land Use Map and Zoning Map amendments; and

WHEREAS, on November 1, 2016, the Committee of the Whole reviewed the requests, the record of the public hearing, and the actions and the findings of fact of the Plan Commission and recommended approval of such Land Use Map and Zoning Map amendments in accordance with the Plan Commission recommendation; and

WHEREAS, the City Council of the City has received the recommendations of both the Batavia Plan Commission and Committee of the Whole and has considered same; and

WHEREAS, it is in the best interest of the City of Batavia that the Land Use Map and Zoning Map be amended in accordance with the recommendations of both the Plan Commission and Committee of the Whole;

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

SECTION 1: That the Comprehensive Plan Land Use Map is hereby amended to classify the properties located at 2080 and 2150 Main Street, as legally described herein, as Service Business, in conformance with the terms of this Ordinance.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-66

SECTION 2: That the Official Zoning Map of the City of Batavia is hereby amended to zone the properties located at 2080 and 2150 Main Street, as legally described herein, SB Service Business District, in conformance with the terms of this Ordinance.

SECTION 3: That this Ordinance 16-66 shall become effective after passage and approval and publication as required by law contingent upon acquisition of the property located at 2080 Main Street by My Properties LLC – 2080 E. Main Street, Batavia, and My Properties LLC – 2080 E. Main Street, Batavia providing the City with written notice of its acquisition and a copy of the conveyance deed (“Acquisition Notice”). If the Acquisition Notice is not received on or before January 30, 2017 this Ordinance 16-66 shall be automatically terminated and be of no force or effect as if this Ordinance was not ever effective without any further action by the City of Batavia and the land use classification and zoning of the of the properties located at 2080 and 2150 Main Street (as legally described herein) existing prior to this Ordinance shall continue in force and effect as if they were never changed.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 7th day of November, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 7th day of November, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstention(s)					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Heidi L. Wetzel, City Clerk

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-67**

**APPROVING A CONDITIONAL USE PERMIT AND
AMENDING THE OFFICIAL ZONING MAP FOR A
PLANNED DEVELOPMENT OVERLAY**

2080 MAIN STREET

MY PROPERTIES LLC – 2080 E. MAIN STREET, BATAVIA, APPLICANT

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 7TH DAY OF NOVEMBER, 2016**

Published in pamphlet form
by authority of the Mayor
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**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-67**

**APPROVING A CONDITIONAL USE PERMIT AND
AMENDING THE OFFICIAL ZONING MAP FOR A
PLANNED DEVELOPMENT OVERLAY**

2080 MAIN STREET

MY PROPERTIES LLC – 2080 E. MAIN STREET, BATAVIA, APPLICANT

WHEREAS, My Properties LLC – 2080 E. Main Street, Batavia (herein after referred to as “My Properties”), has submitted applications to propose a Conditional Use Permit for Heavy Vehicle Service use (herein after referred to as “Conditional Use,” and pursuant to Zoning Code Chapter 5.4), and to amend the Official Zoning Map for a Planned Development Overlay (herein after referred to as “Planned Development,” and pursuant to Zoning Code Chapter 5.7) in the SB Service Business District (herein after referred to as the “SB District”) for property located at 2080 Main Street, and legally described as:

LOTS 10, 12 AND 13 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, KANE COUNTY, ILLINOIS, A RESUBDIVISION OF PART OF LOT 10, AND LOTS 11, 12 AND 13 OF UNIT NO. 2, WINDMILL LAKES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS. PIN 12-20-401-020, 12-20-401-023, AND 12-20-401-026; and

WHEREAS, the Plan Commission and Committee of the Whole recommended to rezone said property from the current GC General Commercial District to the proposed SB District and the City Council is expected to take action on the proposed rezoning to the SB District through Ordinance 16-66, said action to be concurrent with action taken on this Ordinance; and

WHEREAS, all required public notification regarding the intention of the City to consider said amendments for both properties, as legally described above, was executed as required by the Batavia City Code; and

WHEREAS, a public hearing was held pursuant to the Batavia City Code by the Batavia Plan Commission on October 19, 2016, and

WHEREAS, following said public hearing, the Plan Commission recommended City Council approval of a Planned Development to contain the following modifications to the requirement of the Zoning Code and conditions:

1. Modifications to Table 2.604 to allow:
 - a. The existing west building setback of 0 feet where 10 feet is required;

- b. The existing front landscape setback of 0 feet in the vicinity of the Main Street entrances where 25 feet is required;
 - c. The existing side landscape setbacks of less than 10 feet where 10 feet is required; and
 - d. Omission of the required raised walkway or planting bed between the east wall of the building and the adjacent parking spaces;
2. Modification to Section and Table 4.205.B to allow existing parking spaces and aisles to be less than the required dimensions, and to allow the proposed east parking spaces to have an aisle width of approximately 21 feet where 25 feet is required;
 3. Modification to Section 4.211.B.1 to omit parking lot landscape islands and shade trees for every 10 spaces for areas of existing parking;
 4. Modification to Section 4.211.B.2 to allow a narrower lot landscape island without a tree at the north end of the parking spaces along the east wall of the building and to omit the landscaped island at the south end;
 5. Modification to Section 4.211.B.3 to allow existing concrete parking lot light pole bases of approximately 4 feet in height where a height of 18 inches is the maximum;
 6. All vehicle repair work take place inside the building;
 7. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
 8. Opening in or damage to the fence or gate must be repaired within 72 hours;
 9. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
 10. My Properties shall not object to the City's formation of a special service area for the maintenance of Windmill Creek common facilities;
 11. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner's association is not formed; and

WHEREAS, following said public hearing, the Plan Commission made the following findings of fact for the Conditional Use:

1. The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general.
Finding: The area is characterized by having automobile-oriented uses, uses that have been compatible with surrounding properties for many years. The proposed conditional use would be a similar use;
2. The proposed use, as conditioned, conforms with the purposes, intent, and policies of the Comprehensive Plan and any applicable area, neighborhood, or other plan adopted by the City Council.
Finding: As proposed, and with an approved planned development, both imposing the suggested use limitations and conditions, the use would conform with Comprehensive Plan. There is no other adopted City plan for this area;
3. The proposed use conforms with the conditions, requirements, or standards required by the Zoning Code and any other applicable local, State, or Federal requirements.

Finding: As proposed, and with an approved planned development, both imposing the suggested use limitations and conditions, and being built pursuant to an issued building permit, the use would conform with the Zoning Code and other requirements of law; and

4. The proposed use, as conditioned, would not unreasonably interfere with the use and enjoyment of nearby properties.

Finding: The proposed use, with an approved planned development, both imposing the suggested use limitations and conditions, would be similar to existing commercial uses and buffered by other commercial property and wooded open space. The use would not negatively affect use and enjoyment of nearby properties; and

WHEREAS, following making said findings, the Plan Commission recommended approval of the Conditional Use subject to the following conditions:

1. All vehicle repair work take place inside the building;
2. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
3. Opening in or damage to the fence or gate must be repaired within 72 hours;
4. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
5. My Properties shall not object to the City's formation of a special service area for the maintenance of Windmill Creek common facilities;
6. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner's association is not formed;
7. Violation of the terms of the conditional use may cause the City to initiate revocation as specified in the Zoning Code; and

WHEREAS, the applicant has also sought and received Design Review approval from the Batavia Plan Commission concurrent with the Planned Development and Conditional Use; and

WHEREAS, on November 1, 2016, the Committee of the Whole reviewed the requests, the record of the public hearing, and the actions and the findings of fact of the Plan Commission and recommended approval of such Planned Development and Conditional Use accordance with the Plan Commission recommendations; and

WHEREAS, the City Council of the City has received the recommendations of both the Batavia Plan Commission and Committee of the Whole and has considered same; and

WHEREAS, it is in the best interest of the City of Batavia that the Planned Development and Conditional Use be approved in accordance with the recommendations of both the Plan Commission and Committee of the Whole;

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

SECTION 1: That the application submitted by My Properties LLC – 2080 E. Main Street, Batavia to amend Official Zoning Map for a Planned Development Overlay at 2080 Main Street is

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-67

approved, with modifications to the Zoning Code and conditions listed below, and in substantial conformance with the Exhibits attached hereto.

1. Modifications to Table 2.604 to allow:
 - a. The existing west building setback of 0 feet where 10 feet is required;
 - b. The existing front landscape setback of 0 feet in the vicinity of the Main Street entrances where 25 feet is required;
 - c. The existing side landscape setbacks of less than 10 feet where 10 feet is required; and
 - d. Omission of the required raised walkway or planting bed between the east wall of the building and the adjacent parking spaces;
2. Modification to Section and Table 4.205.B to allow existing parking spaces and aisles to be less than the required dimensions, and to allow the proposed east parking spaces to have an aisle width of approximately 21 feet where 25 feet is required;
3. Modification to Section 4.211.B.1 to omit parking lot landscape islands and shade trees for every 10 spaces for areas of existing parking;
4. Modification to Section 4.211.B.2 to allow a narrower lot landscape island without a tree at the north end of the parking spaces along the east wall of the building and to omit the landscaped island at the south end;
5. Modification to Section 4.211.B.3 to allow existing concrete parking lot light pole bases of approximately 4 feet in height where a height of 18 inches is the maximum;
6. All vehicle repair work take place inside the building;
7. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
8. Opening in or damage to the fence or gate must be repaired within 72 hours;
9. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
10. My Properties shall not object to the City's formation of a special service area for the maintenance of Windmill Creek common facilities;
11. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner's association is not formed.

Exhibit	Plan	Dated	Prepared by
A	Overall Existing Site Conditions and Demolition Plan	September 26, 2016	Trotter Associates, Inc
B	Overall Proposed Improvements Site Plan	“	“
C	Proposed Building Elevations	October 3, 2016	Ideal Designs
D	Proposed East and Partial North Building Elevations	“	“
E	Site Plan and Geometrics	September 26, 2016	Trotter Associates, Inc

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-67

Exhibit	Plan	Dated	Prepared by
F	Landscape Plan	Rev. October 5, 2016	J.G.S. Landscape Architects
G	Sign Plans	--	Image 360
H	Overall Floor Plan	October 16, 2016	Ideal Designs
I	Parking Calculations	Rev. September 26, 2016	“
J	Light Fixture Schedule and Photometric Plan	October 3, 2016	“
K	Light Fixture Cut-Sheets	--	McGraw-Edison

SECTION 2: That the application submitted by My Properties LLC – 2080 E. Main Street, Batavia for a Conditional Use Permit for Heavy Vehicle Service use at 2080 Main Street is approved, in substantial conformance with the Exhibits listed in Section 1 of this Ordinance, and subject to:

1. All vehicle repair work take place inside the building;
2. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
3. Opening in or damage to the fence or gate must be repaired within 72 hours;
4. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
5. My Properties shall not object to the City’s formation of a special service area for the maintenance of Windmill Creek common facilities;
6. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner’s association is not formed; and
7. Violation of the terms of the conditional use may cause the City to initiate revocation as specified in the Zoning Code.

SECTION 3: That this Ordinance 16-67 shall become effective after passage and approval and publication as required by law contingent upon acquisition of the property located at 2080 Main Street by My Properties LLC – 2080 E. Main Street, Batavia, and My Properties LLC – 2080 E. Main Street, Batavia providing the City with written notice of its acquisition and a copy of the conveyance deed (“Acquisition Notice”). If the Acquisition Notice is not received on or before January 30, 2017 this Ordinance 16-67 shall be automatically terminated and be of no force or effect as if this Ordinance was not ever effective without any further action by the City of Batavia and the Planned Development and Conditional Use contemplated herein shall not exist.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 7th day of November, 2016.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-67

APPROVED by me as Mayor of said City of Batavia, Illinois, this 7th day of November, 2016.

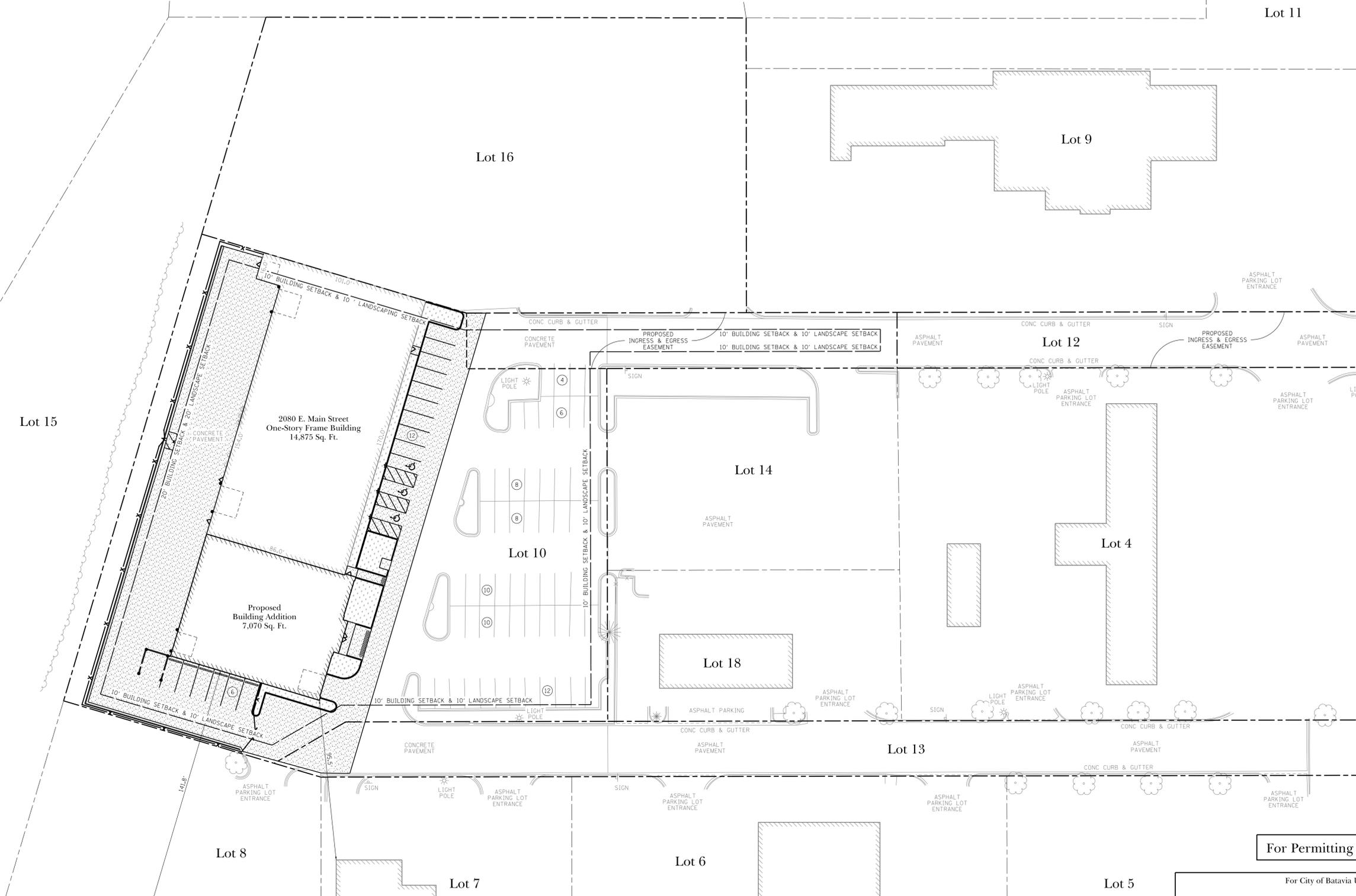
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstention(s)					
Total holding office: Mayor and 14 aldermen										

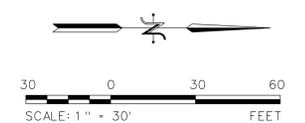
ATTEST:

Heidi L. Wetzel, City Clerk

Exhibit B



FLOOR AREA TO LOT RATIO =	21,945 SF / 82,138 SF = 26.7%
PARKING CALCULATIONS	
OFFICE AREA: 1,943 SQ.FT. / PERSON / 100 =	20 PARKING SPACES
BODY SHOP: 15 BAYS @ 3 PEOPLE/BAY =	45 PARKING SPACES
ESTIMATING DRIVE THROUGH: 3 VEHICLES @ 3 PEOPLE / VEHICLE =	9 PARKING SPACES
TOTAL PARKING SPACES REQUIRED =	74 PARKING SPACES
TOTAL PARKING SPACES PROVIDED =	76 PARKING SPACES
BICYCLE PARKING SPACES REQUIRED =	3 PARKING SPACES

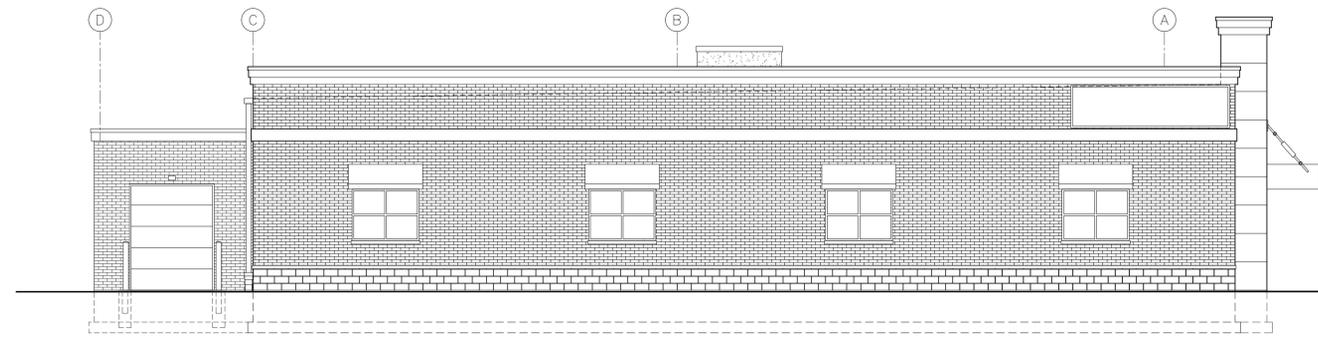


For Permitting Only

For City of Batavia Use

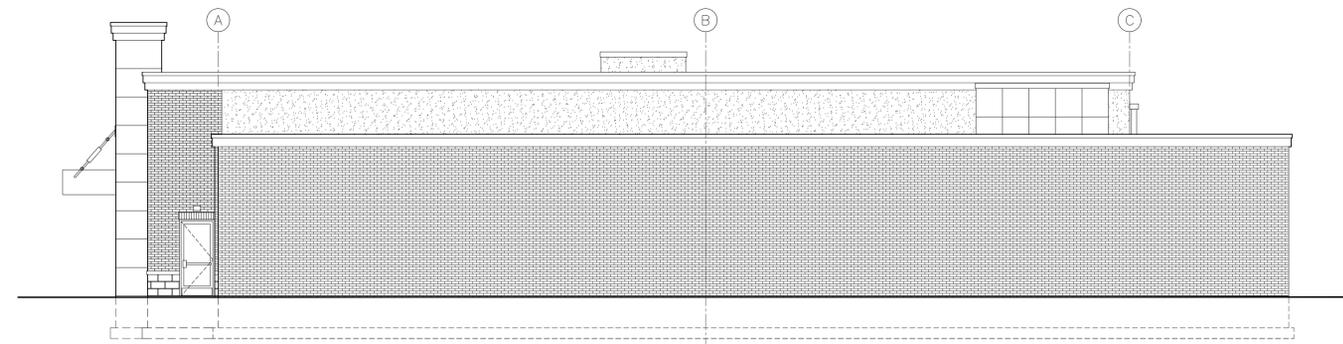
<p>Crash Champions - Batavia Auto Body Overall Proposed Improvements Site Plan Batavia, Kane County, Illinois</p>	<p>TROTTER ASSOCIATES, INC. ENGINEERS AND SURVEYORS 40901 Wood Road, Suite D St. Charles, IL 60175 Ph: 630.587.0700 • Fax: 630.587.0715</p>
<p>Project No.: CCA001 Base File: Sheet File: C.2.dgn Issue Date: 9/26/2016 Scale: 1" = 30' Sheet Number</p>	<p>DATE: 9/19/16 REVISIONS PER CITY OF BATAVIA REVIEW</p>

Exhibit C



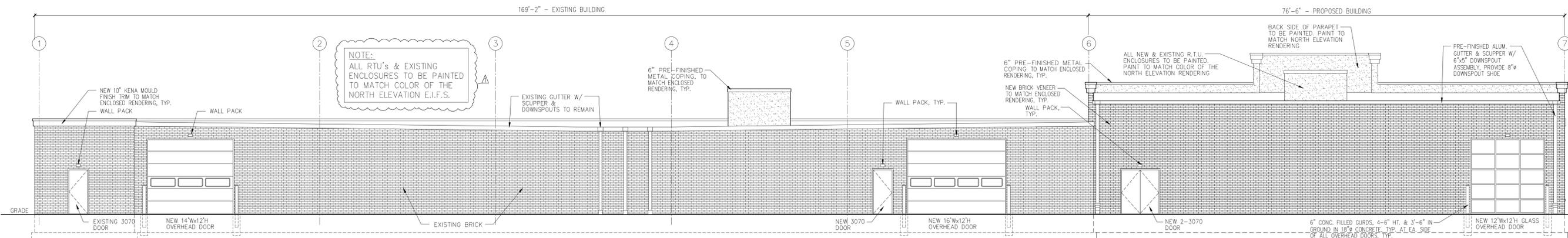
PROPOSED EAST ELEVATION

1/4" = 1'-0"



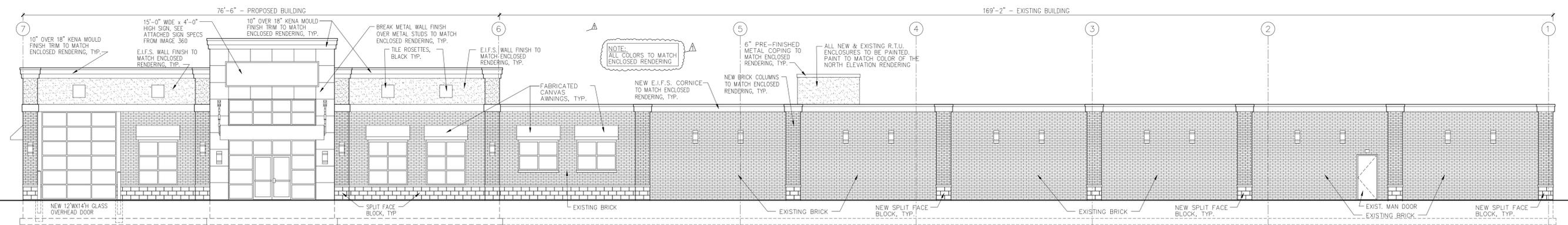
PROPOSED WEST ELEVATION

1/4" = 1'-0"



PROPOSED SOUTH ELEVATION

1/8" = 1'-0"



PROPOSED NORTH ELEVATION

1/8" = 1'-0"

ideal
DESIGNS
ARCHITECTS / DESIGNERS
20960 FRANKFORT SQ. DR.
SUITE A
FRANKFORT, ILLINOIS
T: (708) 407-8028
F: (779) 333-7960
gabe@idealcustodesigns.com
www.idealcustodesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

REV #	DATE	REV. PER.
1	09/26/00	PER VILLAGE

DATE:
10-03-16

DRAWN BY: MES

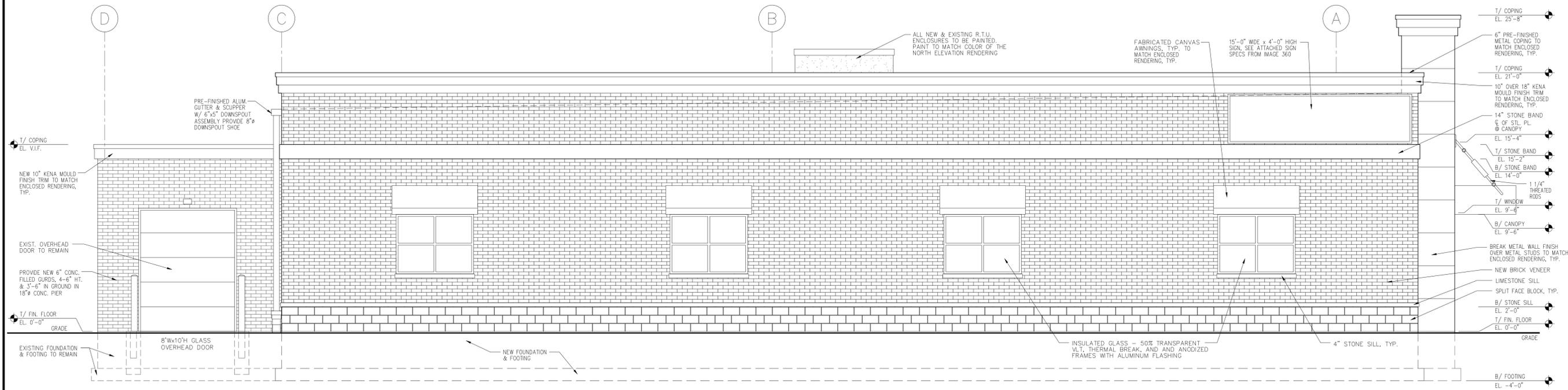
PREVIOUS NO.

PROJECT NO.
16041

SHEET NUMBER

A-3

Exhibit D



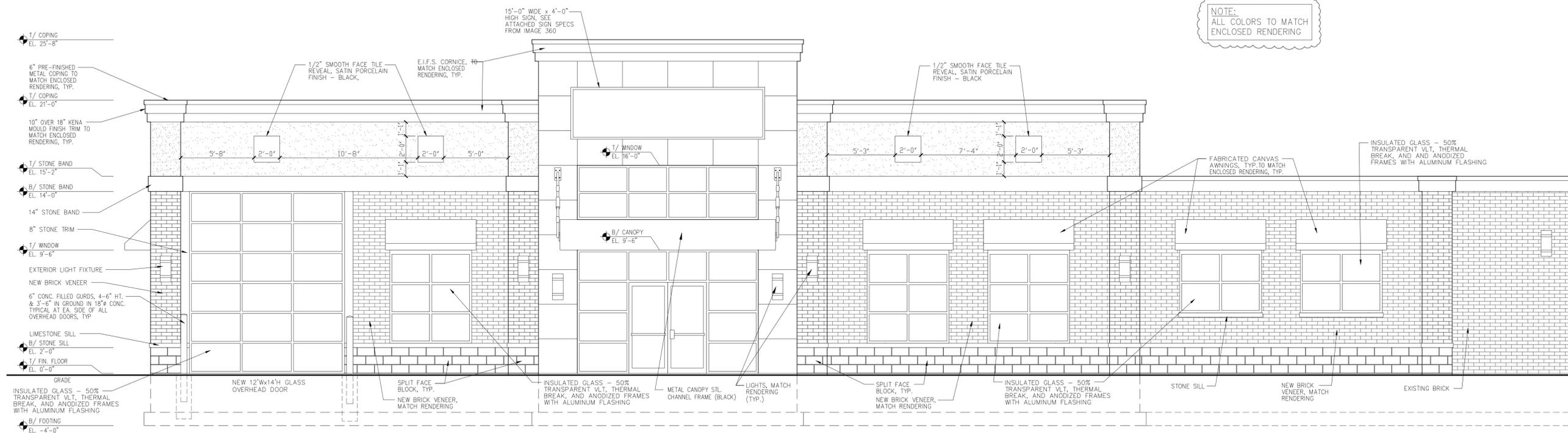
PROPOSED EAST ELEVATION

1/4" = 1'-0"

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

ideal
DESIGNS
 ARCHITECTS / DESIGNERS
 20960 FRANKFORT SQ. DR.
 SUITE A
 FRANKFORT, ILLINOIS
 T: (708) 407-8028
 F: (779) 333-7960
 gabe@idealdesigns.com
 www.idealdesigns.com

NOTE:
 ALL COLORS TO MATCH ENCLOSED RENDERING



PROPOSED PARTIAL NORTH ELEVATION

1/4" = 1'-0"

DATE:

EXP. DATE:

REVISIONS

REV #	DATE:	REV. PER:
1	09/26/00	PER VILLAGE

DATE:
10-03-16

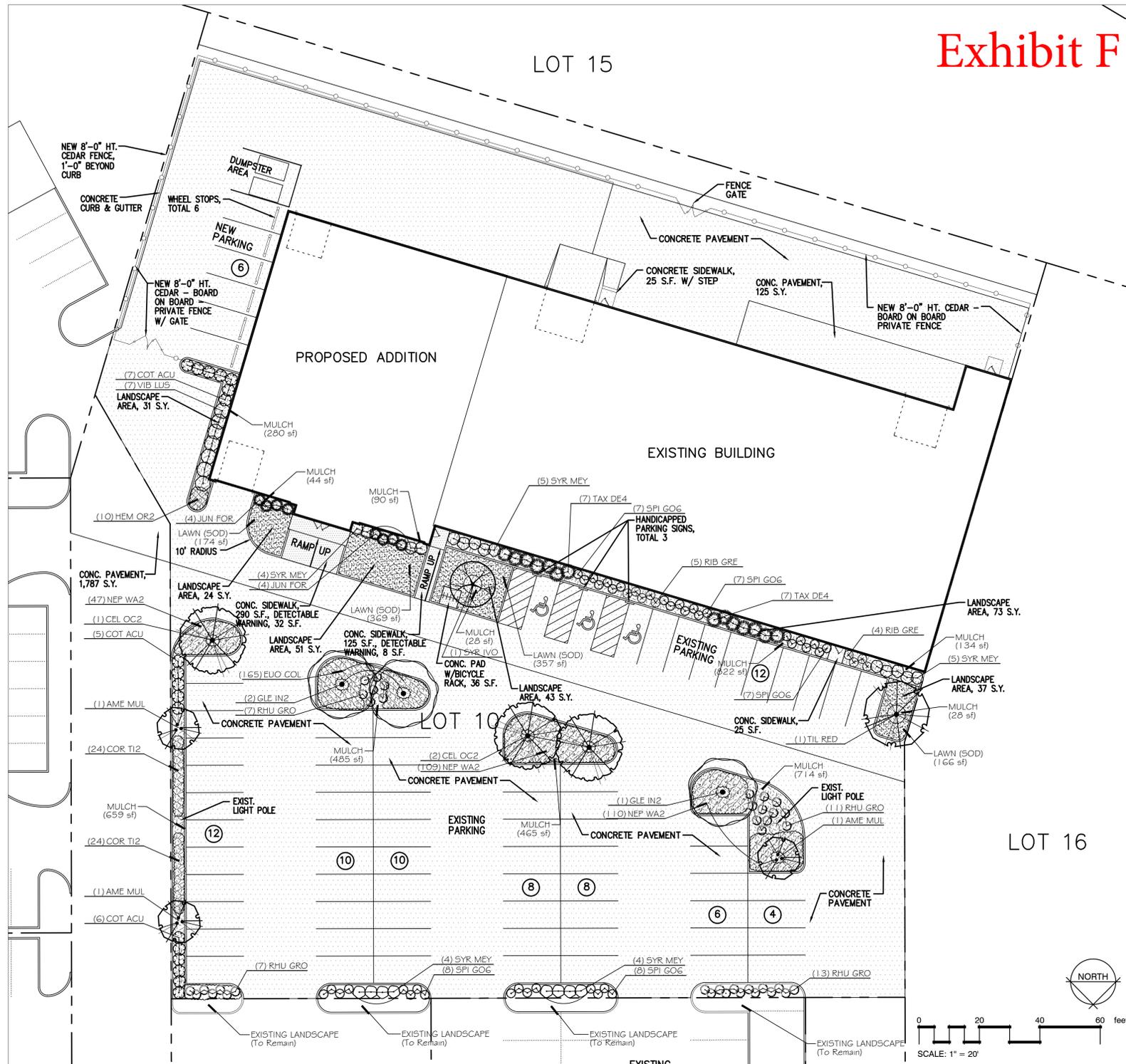
DRAWN BY: MES

PREVIOUS NO.

PROJECT NO.
16041

SHEET NUMBER
A-3a

Exhibit F



PLANT SCHEDULE

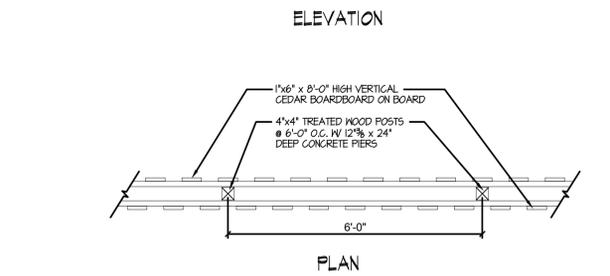
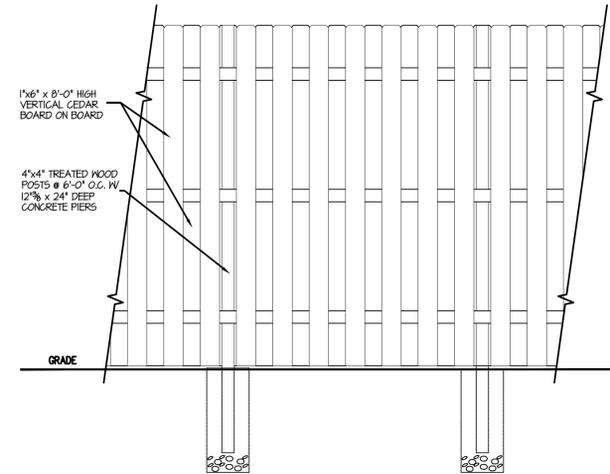
DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY	
CEL OC2	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B # B	2.5" CAL	3	
GLE IN2	GLETTISIA TRIACANTHOS INERMIS 'SUNBURST' / SUNBURST COMMON HONEYLOCUST	B # B	2.5" CAL	3	
TIL RED	TILIA AMERICANA 'REDMOND' / REDMOND AMERICAN LINDEN	B # B	3" CAL	1	
UNDERSTORY TREES	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY	
AME MUL	AMELANCHIER CANADENSIS / SHADBLOW SERVICEBERRY MULTITRUNK	B # B	6" - 8" HT.	3	
SYR IVO	SYRINGA RETICULATA 'IVORY SILK' / IVORY SILK JAPANESE TREE LILAC	B # B	2" CAL	1	
DECIDUOUS SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY	
COT ACU	COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER	B # B	36" HT.	18	
RHU GRO	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL	18" SPREAD	36	
RIB GRE	RIBES ALPINUM 'GREEN MOUND' / GREEN MOUND ALPINE CURRANT	B # B	24" HT.	9	
SPI GOG	SPIRAEA JAPONICA 'GOLDFLAME' / SPIREA	B # B	24" HT.	37	
SYR MEY	SYRINGA MEYERI 'PALIBIN' / DWARF KOREAN LILAC	B # B	30" HT.	22	
VIB LUS	VIBURNUM DENTATUM 'CHICAGO LUSTER' / CHICAGO LUSTER ARROWWOOD	B # B	36" HT.	7	
EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY	
JUN FOR	JUNIPERUS CHINENSIS 'SEA GREEN' / SEA GREEN JUNIPER	B # B	24" SPREAD	8	
EXISTING EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY	
TAX DE4	TAXUS X MEDIA / DENSE YEW	CONC. EXISTING	3" HT.	14	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT.	SIZE	SPACING	QTY
COR TI2	COREOPSIS GRANDIFLORA 'SUNRAY' / SUNRAY TICKSEED	QUART	18" - 24" HT.	24" o.c.	48
EUC COL	EUONYMUS FORTUNEI 'COLORATA' / PURPLE-LEAF WINTER CREEPER	3" POT	6" - 12" HT.	18" o.c.	165
HEM OR2	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY	CONC.	1 GAL.	18" o.c.	10
NEP WA2	NEPETA X FAASSENI 'WALKERS LOW' / WALKERS LOW CATMINT	QUART	6" - 12" HT.	24" o.c.	266

SURFACE MATERIAL SCHEDULE

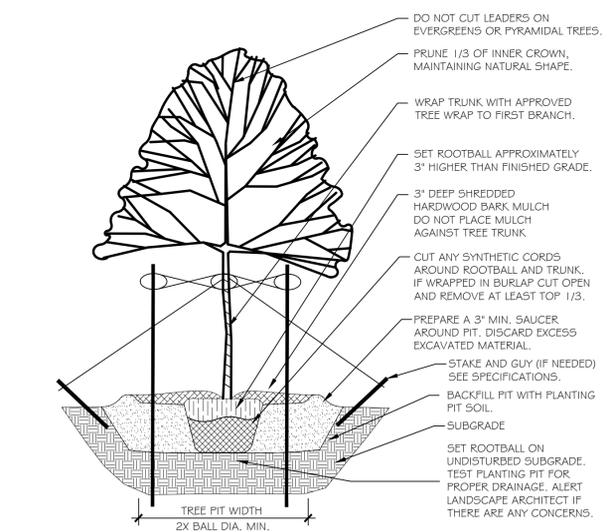
LAWN (SOD)	1,066 SF
ASPHALT	43,889 SF
MULCH	3,587 SF

LANDSCAPE NOTES:

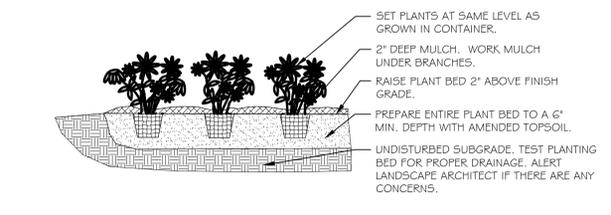
- PLANT QUALITIES SHOWN IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN AND SHOULD NOT RELY ON THE PLANT SCHEDULE FOR DETERMINING QUALITY.
- ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR CROOKED/DISFIGURED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED. TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT SCHEDULE AS MULTI-STEM.
- ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
- ALL PLANTING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPER PLANTING BED AND TREE PIT PREPARATION, PLANTING MIX, PRUNING, STAKING AND GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE OF MATERIALS DURING CONSTRUCTION ACTIVITIES.
- ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
- THE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL OUTLINE PROPER MAINTENANCE PROCEDURES TO THE OWNER AT THE TIME OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, DEAD OR DAMAGED MATERIALS SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE GUARANTEE PERIOD THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
- ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AT A DISTANCE OF 8' FROM THE TRUNK.
- ALL GRASS, CLUMPS, OTHER VEGETATION, DEBRIS, STONES, ETC. SHALL BE RAKED OR OTHERWISE REMOVED FROM PLANTING AND LAWN AREAS PRIOR TO INITIATION OF INSTALLATION PROCEDURES.
- ANY AREAS TO BE LOAMED AND SEEDING WHICH HAVE NOT BEEN DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 1/2" OF LOAM OVER SCARIFIED EXISTING SOILS. CARE SHOULD BE GIVEN TO NOT PLACE GREATER THAN 1" SOIL OVER EXPOSED ROOTS OF EXISTING TREES IN SUCH AREAS.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR, REPLACE AND UTILITY, PAVING, CURBING, ETC. WHICH IS DAMAGED DURING PLANTING OPERATIONS.
- SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
- REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
- ALL PLANT MATERIAL ON THIS PLANTING PLAN REPRESENTS THE INTENTION AND INTENSITY OF THE PROPOSED LANDSCAPE MATERIAL. THE EXACT SPECIES AND LOCATIONS MAY VARY IN THE FIELD DO TO MODIFICATIONS IN THE SITE IMPROVEMENTS AND THE AVAILABILITY OF PLANT MATERIAL AT THE TIME OF INSTALLATION. ANY SUCH CHANGES MUST FIRST BE APPROVED BY THE VILLAGE IN WRITING.
- ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF ORGANIC SOIL AND MULCHED WITH A SHREDDED HARDWOOD BARK MATERIAL TO A MINIMUM 3" DEPTH.
- ALL BEDS SHALL BE EGGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
- ALL PARKWAYS AND PARKING LOT ISLANDS SHALL HAVE SOD AS A GROUND COVER, UNLESS OTHERWISE NOTED.
- ALL LAWN AREAS ON THIS PLAN SHALL BE GRADED SMOOTH AND TOPPED WITH AT LEAST 4" OF TOPSOIL. ALL LAWN AREAS TO BE ESTABLISHED USING SOD UNLESS OTHERWISE NOTED.
- THIS LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH TOP SOIL SUITABLE FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIAL PRESENTED ON THIS PLAN. IF ADDITIONAL TOP SOIL IS REQUIRED IT IS UP TO THE LANDSCAPE CONTRACTOR ON THE PROJECT TO PROVIDE, SPREAD AND PREPARE THE SITE AS NEEDED FOR THE IMPLEMENTATION OF THIS LANDSCAPE PLAN.
- CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
- ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
- LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
- ALL PLANTINGS SHALL BE SPACED EQUAL DISTANT, BACK FILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED, AND HAVE ALL TAGS AND ROPES REMOVED.
- TREES SHALL BE STAKED AND GUYED, AND HAVE A WATERING SAUCER AT BASE.
- ALL BEDS TO BE DERMED 1/2" TO 24" ABOVE GRADE AND MEET DRAINAGE REQUIREMENTS.
- LAWN AND BED AREAS SHALL BE ROTOTILLED, RAKED OF CLUMPS AND DEBRIS.
- REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
- PRUNE AND FERTILIZE ALL EXISTING VEGETATION TO REMAIN ON SITE.



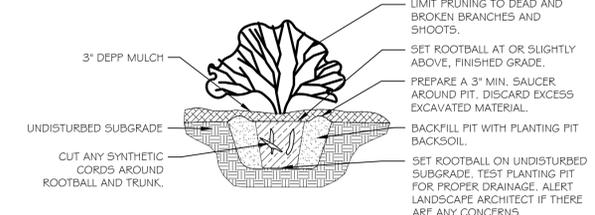
1 8' HIGH SOLID CEDAR FENCE
1/2" = 1'-0"
323129.23-03



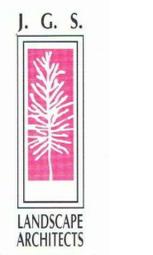
2 TREE PLANTING DETAIL
NOT TO SCALE
329343-01



4 ANNUAL, PERENNIAL, & GROUND COVER DETAIL
NOT TO SCALE
329331-03



3 SHRUB PLANTING DETAIL
NOT TO SCALE
329333-01



7751 W. Mc Carthy Road
Palos Park, Illinois 60464
office: 708.361.5124

SSG	2016-08-11
SSG	2016-09-22
SSG	2016-10-05

Landscape Plan

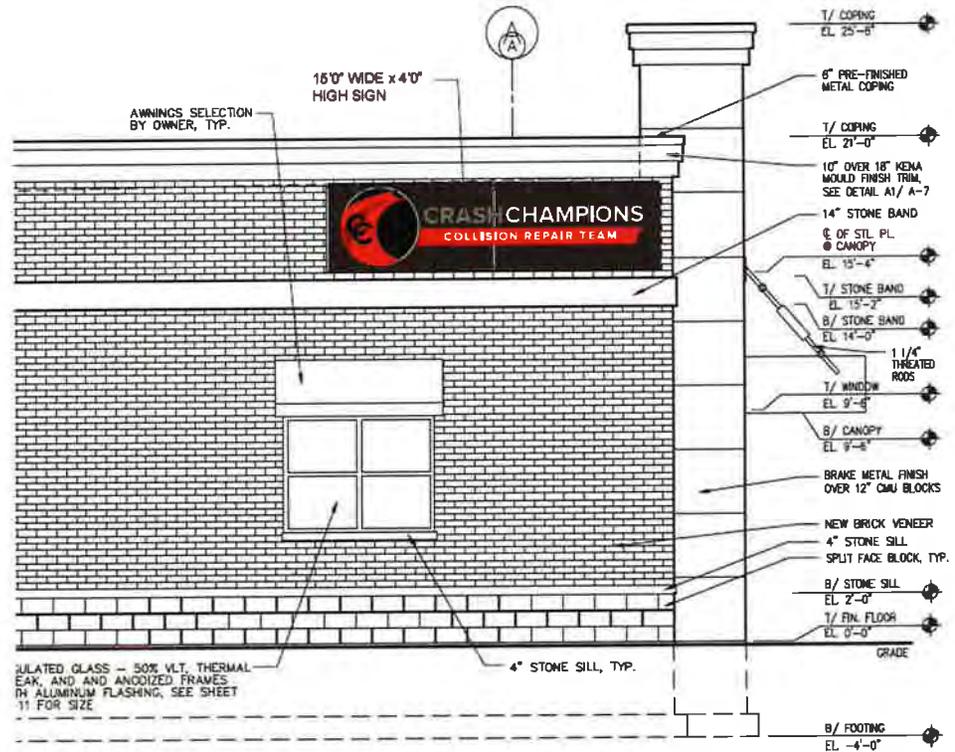
Crash Champions

2080 Main Street
Batavia, Illinois

PREPARED FOR:
LOCATION:
Batavia, IL
DATE:
8-06-2016
SCALE:
1" = 30'
COMPUTER NAME:
Batavia_Lplan
JOB NUMBER:
SSG_42_2016
SHEET
L-1

© 2015 Copyright. This Drawing is the Property of John G. Schiera Landscape Architects, Inc. All Rights Reserved.

Channel Letters Mounted Flush to 3" Fabricated Wireway/Aluminum Pan
 Grey, Red, Black, Burgundy Translucent Vinyl on White Acrylic Faces
 Black Trimcap & Black Returns
 White LED Illumination
 UL Listed



All artwork is property of Image360 Mokena, (Store 409, Inc.). Any unauthorized use will be subject to the law accordingly.

- i have reviewed the layout of all artwork elements (logos, fonts, etc.), copy, spelling and punctuation
- graphics shown are for approximate color and positioning only
- if a specific color match is required, the appropriate pantone color code must be used
- changes during production and/or final application may occur
- **by signing below, i approve this artwork to be produced and take full responsibility for any errors**



approval

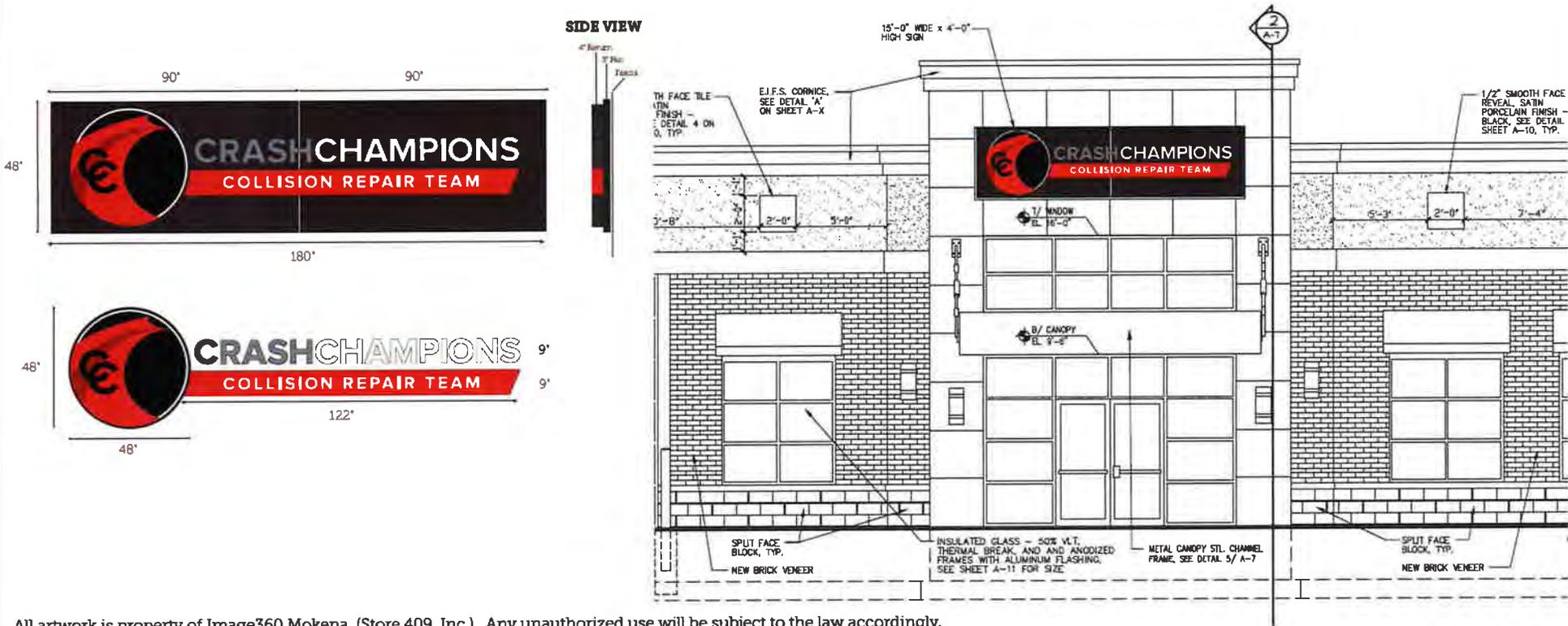
date



image360mokena.com

t. 708.478.5751 f. 708.478.5752 - 9981 w. 190th st - suite k · mokena, il 60448

Channel Letters Mounted Flush to 3" Fabricated Wireway/Aluminum Pan
Grey, Red, Black, Burgundy Translucent Vinyl on White Acrylic Faces
Black Trimcap & Black Returns
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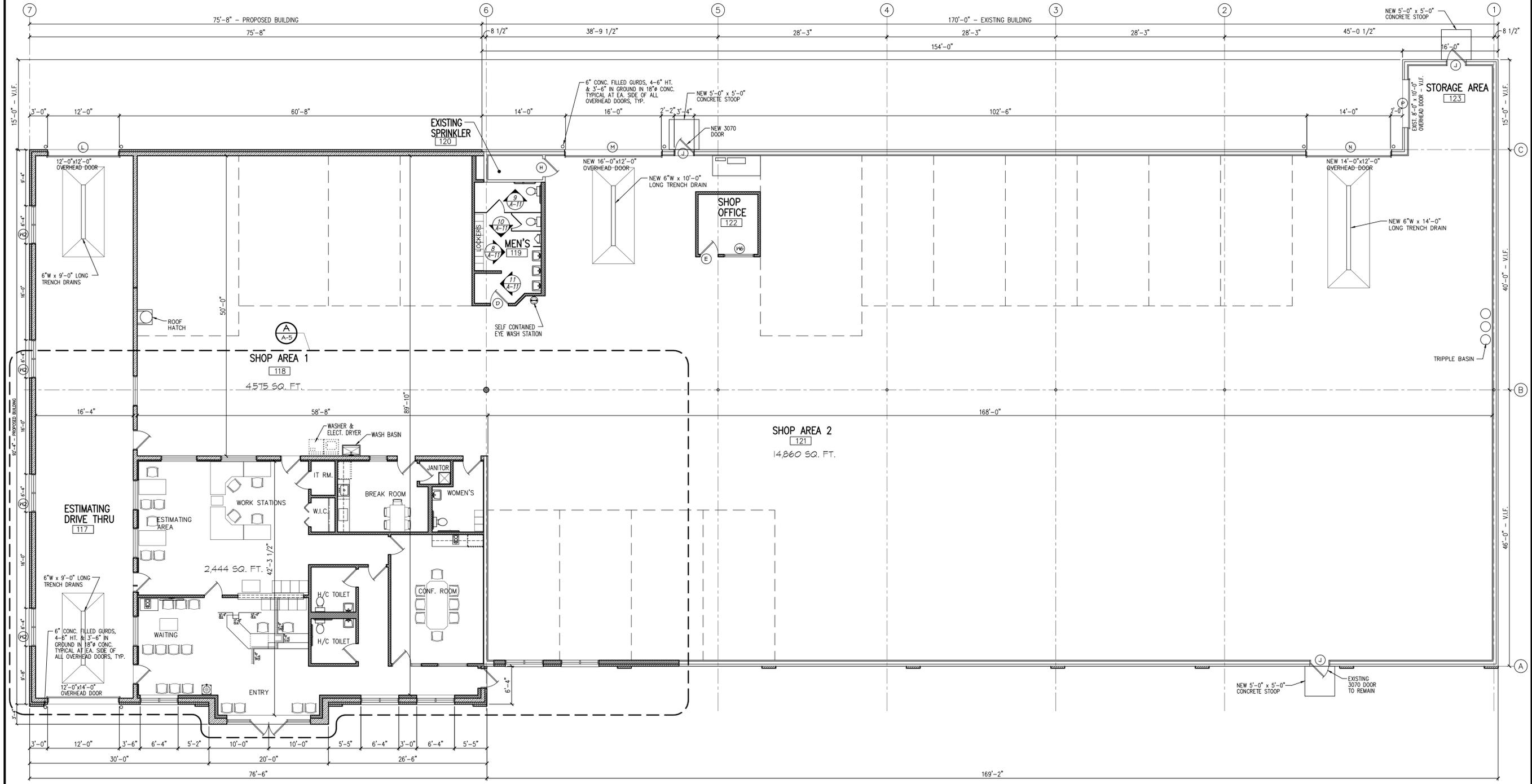


approval		date	
----------	--	------	--

Exhibit H

ideal
DESIGNS
ARCHITECTS / DESIGNERS
20960 FRANKFORT SQ. DR.
SUITE A
FRANKFORT, ILLINOIS
T: (708) 407-8028
F: (779) 333-7960
gabe@idealcustodesigns.com
www.idealcustodesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS



OVERALL FLOOR PLAN
21,918 SQ. FT.

1/8" = 1'-0"
NORTH

DATE:

EXP. DATE:

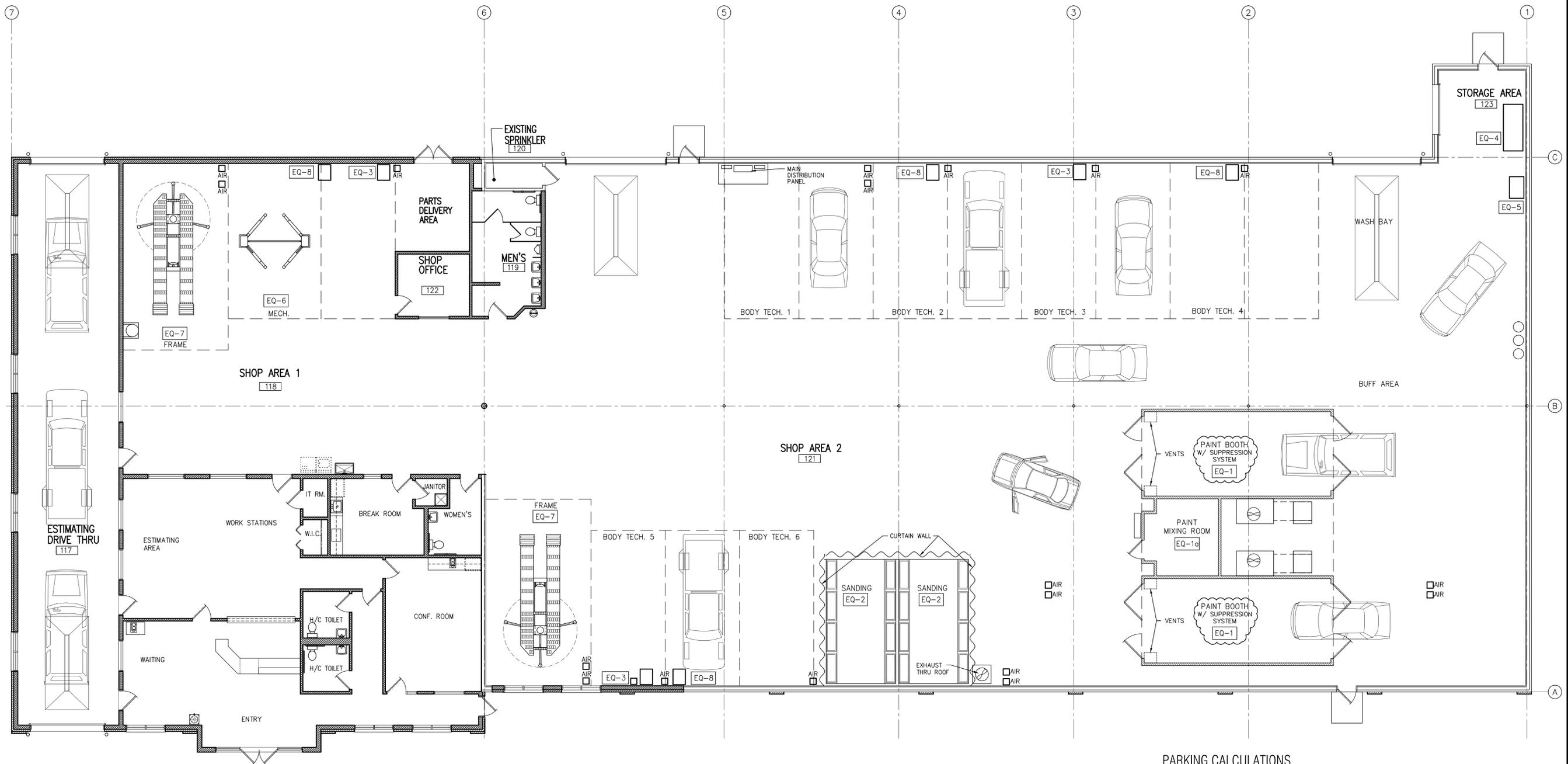
REVISIONS	
REV #	DATE

DATE:
08-16-16
DRAWN BY: MES
PREVIOUS NO.
PROJECT NO.
16041

SHEET NUMBER
A-1

Exhibit I

EQUIPMENT SCHEDULE	
EQ-1	SPRAY BOOTH
EQ-1a	PAINT MIXING EQUIPMENT
EQ-2	PREP WORKSTATION
EQ-3	TIG WELDER
EQ-4	AIR COMPRESSOR W/ BACK-UP
EQ-5	HOTSY PRESSURE WASHER
EQ-6	4 POST LIFTS
EQ-7	FRAME MACHINE
EQ-8	MIG/ ARC WELDER



PARKING CALCULATIONS

OFFICE AREA: 1,943 SQ. FT @ 1 SPACE / 100 SQ. FT. = 20 PARKING SPACES
 BODY SHOP: 15 BAYS @ 3 SPACES/ BAY = 45 PARKING SPACES
 ESTIMATING DRIVE THRU: 3 BAYS @ 3 SPACES/ BAY = 09 PARKING SPACES
 TOTAL: 74 PARKING SPACES

PARKING CALCULATIONS

1/8" = 1'-0"



ideal
DESIGNS
 ARCHITECTS / DESIGNERS
 20960 FRANKFORT SQ. DR.
 SUITE A
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 T: (708) 407-8028
 F: (779) 333-7960
 gabe@idealcustomdesigns.com
 www.idealcustomdesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE: _____
 EXP. DATE: _____

REVISIONS		
REV #	DATE:	REV. PER:
1	09/26/00	PER VILLAGE

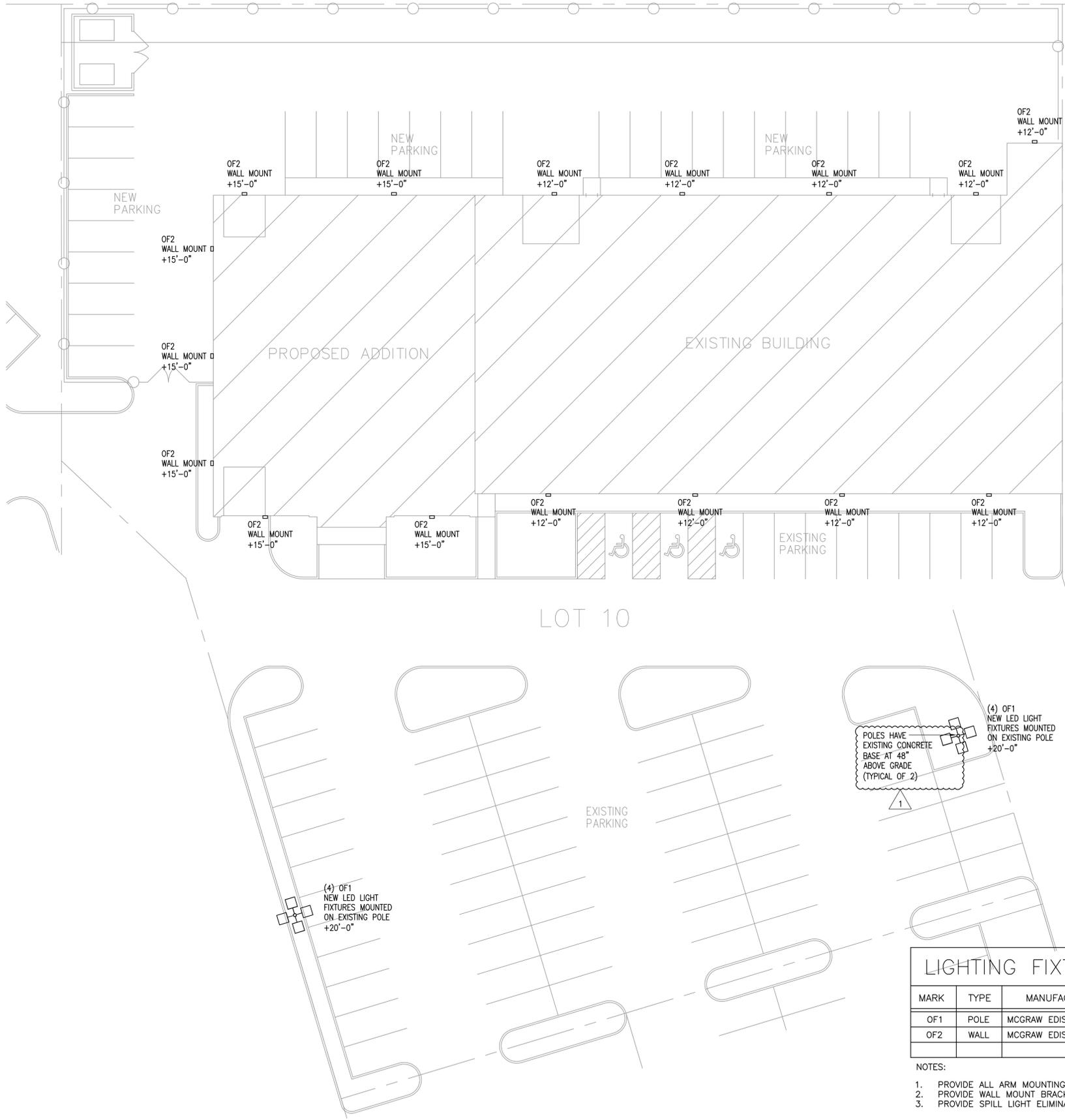
DATE: **09-22-16**
 DRAWN BY: MES
 PREVIOUS NO.
 PROJECT NO. **16041**

SHEET NUMBER
A-2

Exhibit J, 1 of 2

Ideal
DESIGNS
ARCHITECTS / DESIGNERS
20960 FRANKFORT SQ. DR.
SUITE A
FRANKFORT, ILLINOIS
T: (708) 407-8028
F: (779) 333-7960
gobe@idealcustodesigns.com
www.idealcustodesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS



- PLAN NOTES:**
1. EXTERIOR LIGHTING SHALL BE FULLY SHIELDED, DIRECTED DOWN AT 90 DEGREE ANGLE, AND OTHERWISE DESIGNED SO AS TO AVOID GLARE ONTO NEIGHBORING RESIDENTIAL PROPERTIES. SHIELDED MEANS THAT ALL BULB/LIGHT SOURCE AND COVER PORTION OF A FIXTURE THAT TRANSMIT LIGHT SHALL NOT EXTEND BEYOND BELOW THE OPAQUE PORTION OF SUCH FIXTURE SO THE BULB/LIGHT SOURCE IS NOT VISIBLE FROM GENERAL SIDE VIEW. METAL HALIDE FIXTURES ARE PREFERRED FOR CONSISTENCY BETWEEN DEVELOPMENTS.
 2. IN GENERAL, THE HEIGHT OF EXTERIOR LIGHTING FIXTURES SHALL NOT EXCEED THE PREDOMINANT HEIGHT OF THE PRINCIPAL BUILDING TO WHICH IT RELATES.

LIGHTING FIXTURE SCHEDULE

MARK	TYPE	MANUFACTURER	MODEL NUMBER	LAMP	VA'S	NOTES
OF1	POLE	MCGRAW EDISON	GLEON-AE-04-LED-E1-SL4	213W LED	213	1, 3
OF2	WALL	MCGRAW EDISON	IST-E02-LED-E1-BL4-ULG	47W LED	47	2, 3

- NOTES:**
1. PROVIDE ALL ARM MOUNTING ADAPTERS AND TENON ADAPTERS AS REQUIRED TO MOUNT LIGHT FIXTURE ON EXISTING STEEL POLE.
 2. PROVIDE WALL MOUNT BRACKET.
 3. PROVIDE SPILL LIGHT ELIMINATOR FOR LIGHT FIXTURES INSTALLED NEAR PROPERTY LINE.



DATE:

EXP. DATE:

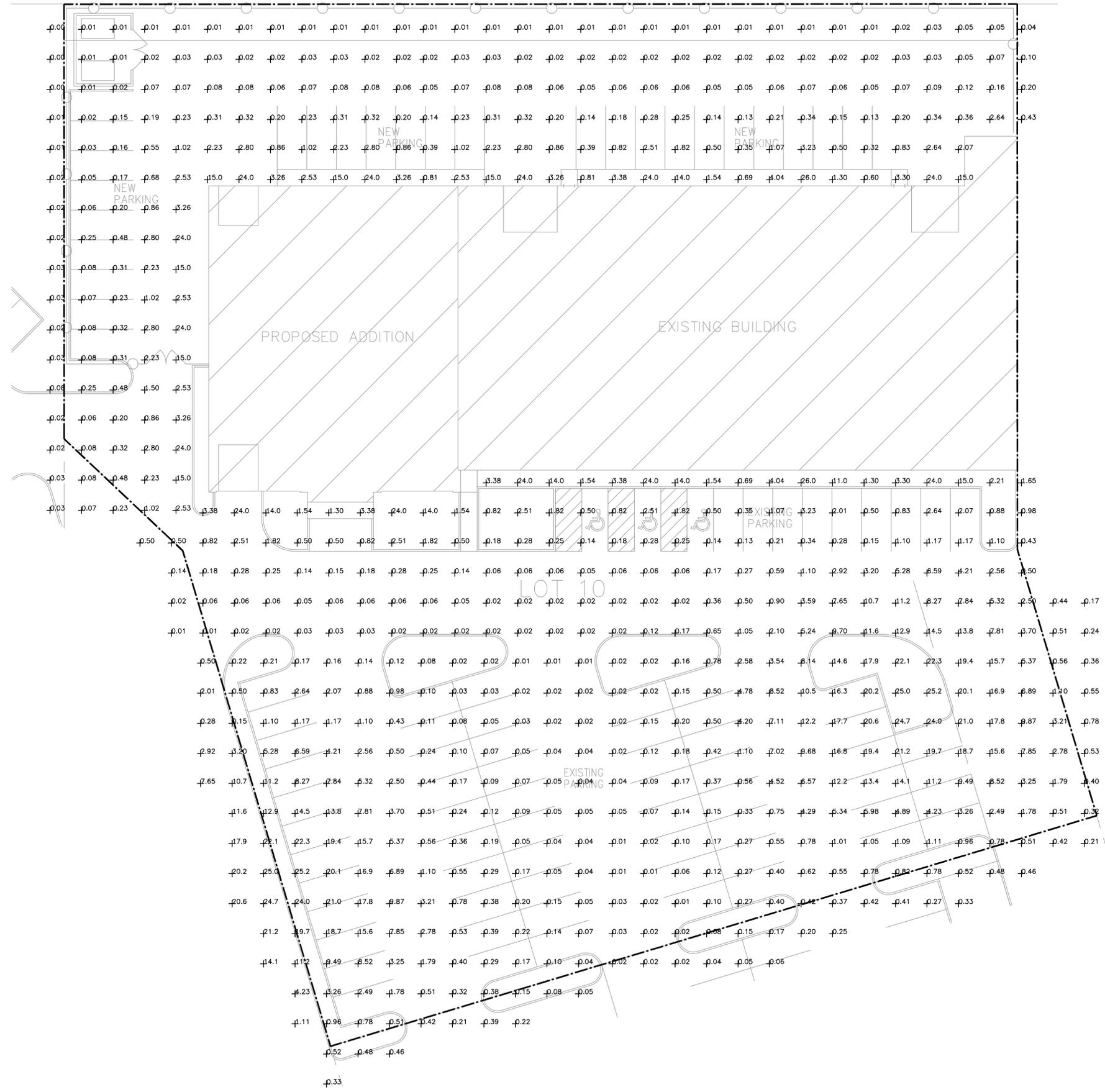
REVISIONS

REV #	DATE:	REV. PER:
1	09/23/16	REVISIONS

DATE:
08-03-16
DRAWN BY: MES
PREVIOUS NO.
PROJECT NO.
16041

SHEET NUMBER
E-4.1

Exhibit J, 2 of 2



PLAN NOTES:

1. PHOTOMETRIC PLAN DOES NOT ACCOUNT FOR LIGHTING SPILL FROM FIXTURES ON ADJACENT PROPERTIES AND STREETS.
2. PHOTOMETRIC PLAN DOES NOT ACCOUNT FOR SOLID FENCING AROUND SECTIONS OF THE PARKING LOT.

Ideal
DESIGNS
ARCHITECTS / DESIGNERS
20960 FRANKFORT SQ. DR.
SUITE A
FRANKFORT, ILLINOIS
T: (708) 407-8028
F: (779) 333-7960
gobe@idealcustomdesigns.com
www.idealcustomdesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS	
REV #	DATE

DATE:
08-03-16
DRAWN BY: MES
PREVIOUS NO.
PROJECT NO.
16041

SHEET NUMBER
E-4.2

1 SITE PHOTOMETRIC PLAN
1" = 20'-0"



Exhibit K, 1 of 2 McGraw-Edison

DESCRIPTION

The Galleon™ LED luminaire delivers exceptional performance in a highly scalable, low-profile design. Patented, high-efficiency AccuLED Optics™ system provides uniform and energy conscious illumination to walkways, parking lots, roadways, building areas and security lighting applications. IP66 rated and UL/cUL Listed for wet locations.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Construction

Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Heavy-wall, die-cast aluminum end caps enclose housing and die-cast aluminum heat sinks. A unique, patent pending interlocking housing and heat sink provides scalability with superior structural rigidity. 3G vibration tested. Optional tool-less hardware available for ease of entry into electrical chamber. Housing is IP66 rated.

Optics

Patented, high-efficiency injection-molded AccuLED Optics technology. Optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT 70 CRI. Optional 6000K CCT and 3000K CCT.

Electrical

LED drivers are mounted to removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Standard with 0-10V dimming. Shipped standard with Eaton proprietary circuit module designed to withstand 10kV of transient line surge. The Galleon LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Light Squares are IP66 rated. Greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 530mA and 700mA drive currents.

Mounting

STANDARD ARM MOUNT: Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during assembly. When mounting two or more luminaires at 90° and 120° apart, the EA extended arm may be required. Refer to the arm mounting requirement table.

Round pole adapter included.

For wall mounting, specify wall mount bracket option. 3G vibration rated. **QUICK MOUNT ARM:** Arm is bolted directly to the pole and the fixture slides onto the quick mount arm and is secured via a single fastener, facilitating quick and easy installation. The versatile, patent pending, quick mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the quick mount arm enables wiring of the fixture without having to access the driver compartment. A knock-out enables round pole mounting.

Finish

Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is powder coated black. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available.

Warranty

Five-year warranty.

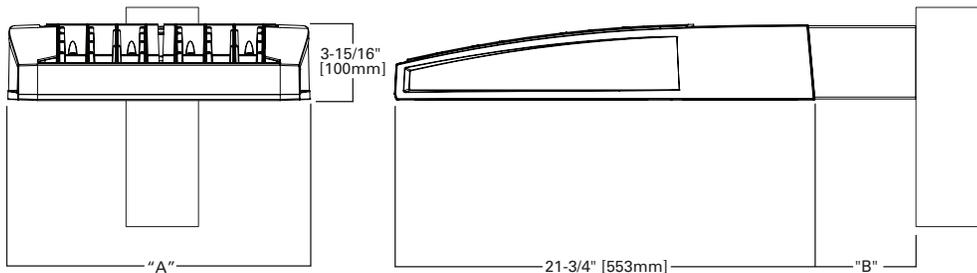


GLEON GALLEON LED

1-10 Light Squares
Solid State LED

AREA/SITE LUMINAIRE

DIMENSIONS

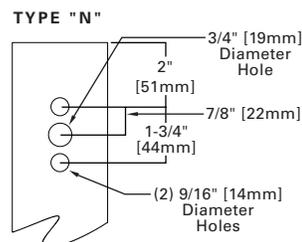


DIMENSION DATA

Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Optional Arm Length ¹	Weight with Arm (lbs.)	EPA with Arm ² (Sq. Ft.)
1-4	15-1/2" (394mm)	7" (178mm)	10" (254mm)	33 (15.0 kgs.)	0.96
5-6	21-5/8" (549mm)	7" (178mm)	10" (254mm)	44 (20.0 kgs.)	1.00
7-8	27-5/8" (702mm)	7" (178mm)	13" (330mm)	54 (24.5 kgs.)	1.07
9-10	33-3/4" (857mm)	7" (178mm)	16" (406mm)	63 (28.6 kgs.)	1.12

NOTES: 1. Optional arm length to be used when mounting two fixtures at 90° on a single pole. 2. EPA calculated with optional arm length.

DRILLING PATTERN



CERTIFICATION DATA

UL/cUL Wet Location Listed
ISO 9001
LM79 / LM80 Compliant
3G Vibration Rated
IP66 Rated
DesignLights Consortium™ Qualified*

ENERGY DATA

Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120V-277V 50/60Hz
347V & 480V 60Hz
-40°C Min. Temperature
40°C Max. Temperature
50°C Max. Temperature (HA Option)

DESCRIPTION

The Impact Elite family of wall luminaires is the ideal complement to site design. Incorporating modular LightBAR™ technology, the Impact Elite luminaire provides outstanding uniformity and energy-conscious illumination. Combined with a rugged construction, the Impact Elite luminaire is the ideal facade and security luminaire for zones surrounding schools, office complexes, apartments and recreational facilities. UL/cUL listed for wet locations.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Construction

Heavy-wall, die-cast aluminum housing and removable hinged door frame for precise tolerance control and repeatability. Hinged door inset for clean mating with housing surface and secured via two captive fasteners. Optional tamper-resistant Torx™ head fasteners offer vandal resistant access to the electrical chamber.

Optics

Choice of six patented, high-efficiency AccuLED Optics™ distributions. Optics are precisely designed to shape the light output, maximizing efficiency and application spacing. AccuLED Optics technology creates consistent distributions with the scalability to meet customized application requirements. Offered Standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K CCT, 5000K CCT and 5700K CCT.

Electrical

LED drivers mount to die-cast aluminum back housing for optimal heat sinking, operation efficacy, and prolonged life. Standard drivers feature electronic universal voltage (120-277V 50/60Hz), 347V 60Hz or 480V 60Hz operation, greater than 0.9 power factor, less than 20% harmonic distortion, and are suitable for operation in -40°C to 40°C ambient environments. All fixtures are shipped standard with 10kV/10kA common – and differential – mode surge protection. LightBARs feature an IP66 enclosure rating and maintain greater than 95% lumen maintenance at 60,000 hours per IESNA TM-21. Emergency egress options for -20°C ambient environments and occupancy sensor available.

Mounting

Gasketed and zinc plated rigid steel mounting attachment fits directly to 4" j-box or wall with the Impact Elite "Hook-N-Lock" mechanism for quick installation. Secured with two captive corrosion resistant black oxide coated allen head set screws concealed but accessible from bottom of fixture.

Finish

Cast components finished in a five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult the McGraw-Edison Architectural Colors brochure for the complete selection.

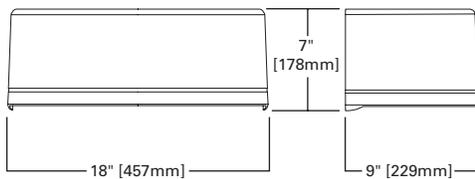
Warranty

Five-year warranty.

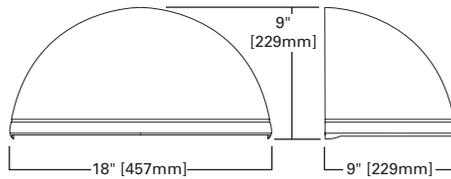


DIMENSIONS

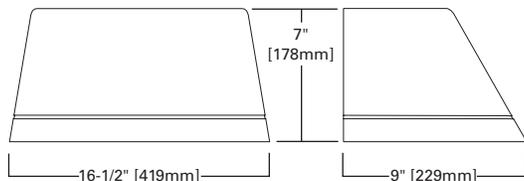
Cylinder



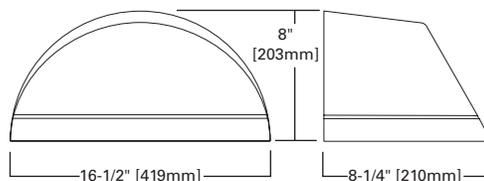
Quarter Sphere



Trapezoid



Wedge



ISC/ISS/IST/ISW IMPACT ELITE LED



1 - 2 LightBARs
Solid State LED

WALL MOUNT LUMINAIRE

CERTIFICATION DATA

UL/cUL Listed
LM79 / LM80 Compliant
IP66 LightBARs
ISO 9001
DesignLights Consortium® Qualified*

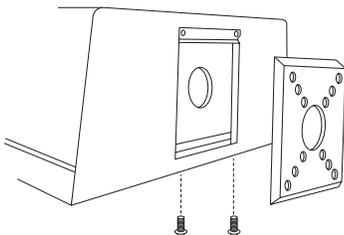
ENERGY DATA

Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V/50 & 60Hz, 347V/60Hz,
480V/60Hz
-40°C Minimum Temperature
40°C Ambient Temperature Rating

SHIPPING DATA

Approximate Net Weight:
18 lbs. (8 kgs.)

HOOK-N-LOCK MOUNTING



CITY OF BATAVIA

DATE: October 19, 2016
TO: Committee of the Whole-CD
FROM: Scott Buening, Community Development Director
SUBJECT: Discussion: Annexation of Unincorporated Islands Status

1. **Summary:** Discussion regarding status of unincorporated island surrounded by City limits.
2. **Background:** The City has had a policy of wanting to reduce the number of unincorporated islands surrounded by the City limits since at least 2010. Staff has developed a short presentation on this to discuss the status of this effort and to get further direction from the Council.
3. **Alternatives, including no action if viable:**
 - Review the presentation provided by staff
 - Pros N/A
 - Cons N/A
 - Budget Impact N/A
 - Staffing Impact N/A
4. **Timeline for actions:** N/A
5. **Staff recommendation:** Staff will make a presentation regarding the status of unincorporated islands, and is looking for further direction from the Council.

Attachments:

1. Discussion on Unincorporated Islands presentation.

Discussion on Unincorporated Islands

Committee of the Whole Meeting
November 1, 2016

Whether you call them donut holes...



Or Islands...



...They are gaps in our City boundaries.

- They were developed in the County and came to be islands as the City annexed and developed around them over time
- Annexing them was not a priority when the Community was growing fast
- The City did not follow up on annexation agreements even once the properties became contiguous
- These have become more of an issue over time
- Annexing these areas has been a goal in the Comprehensive Plan since at least 2010

Types of Islands

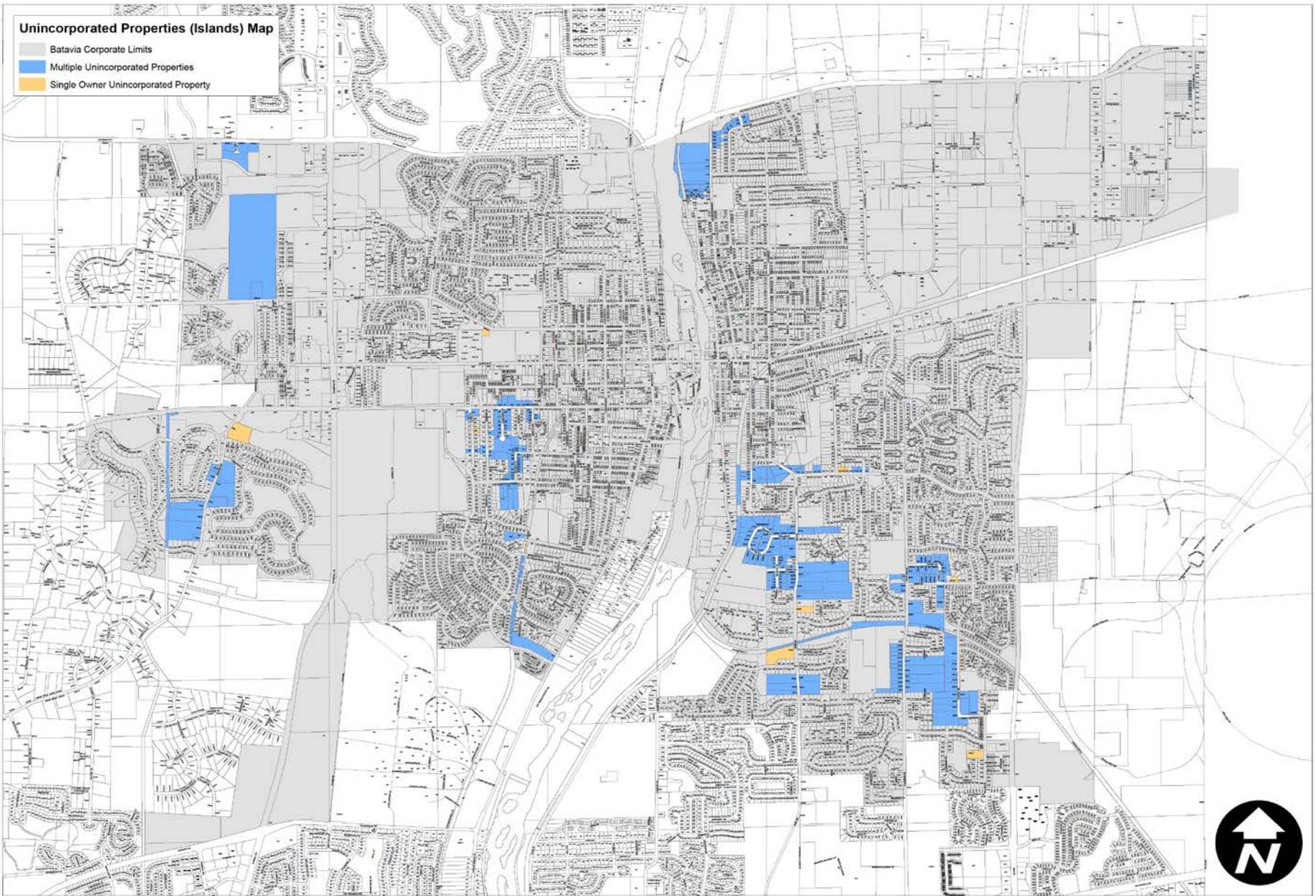
1. Properties on City utilities with agreements to annex
2. Properties on one or more City utilities but no agreement
3. Properties that are partially in and partially out of the City
4. Properties that are single parcels completely surrounded by City
5. Other surrounded areas

Issues with Islands

1. Creates confusion on jurisdiction for Municipal versus County/Township services.
2. Creates “free rider” concept with those getting City services for free or discounted (i.e. street plowing/maintenance, police patrols, no property tax being paid so potential for City residents to “subsidize” their public services).
3. Causes conflict between City goals for land uses and County requirements/zoning.

Unincorporated Properties (Islands) Map

- Batavia Corporate Limits
- Multiple Unincorporated Properties
- Single Owner Unincorporated Property



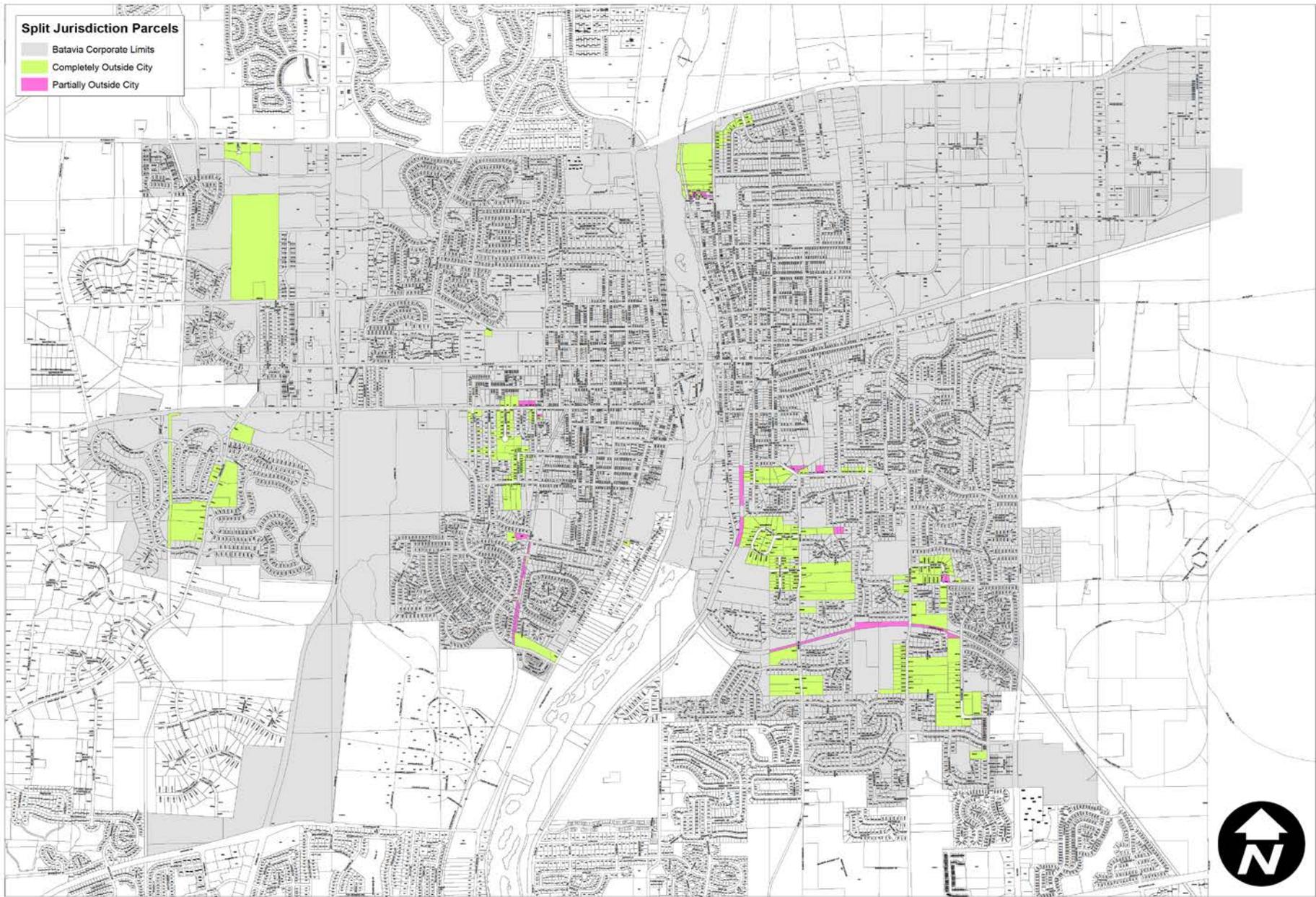
Annexation Agreement Status

- Batavia Corporate Limits
- No Agreement
- Agreement



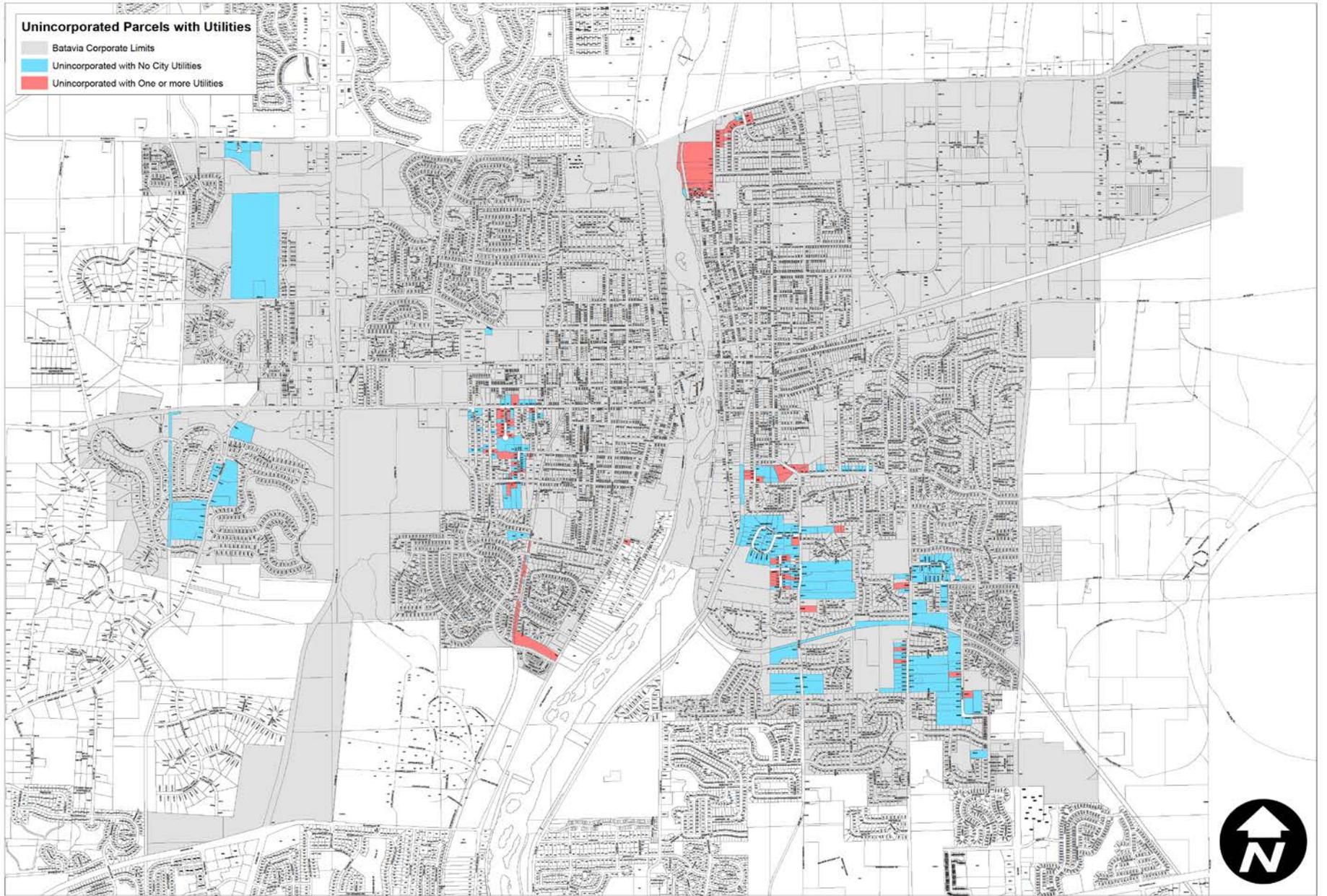
Split Jurisdiction Parcels

- Batavia Corporate Limits
- Completely Outside City
- Partially Outside City



Unincorporated Parcels with Utilities

-  Batavia Corporate Limits
-  Unincorporated with No City Utilities
-  Unincorporated with One or more Utilities



Recommendation

- Step 1: Proceed with annexing properties with agreements to annex or utility agreements. Do not charge additional fees outside the scope of the agreement. Agree to prepare plats of annexation for these properties. These agreements will typically not require connection to other City utilities until they fail.
- Step 2: Contact partly in and partly out properties and proceed with annexing these properties. Do not charge fees for these annexations. Agree to prepare plats of annexation for these properties.

Recommendation (continued)

- Step 3: After substantial completion of Steps 1 and 2, contact property owners of unincorporated properties on one or more City utilities but no agreement. As incentive to annex, do not charge additional fees for annexation. Agree to prepare annexation plats for these properties. Require connection to City utilities when they fail or within 15 years whichever is sooner.
- Step 4: After completion of Steps 1-3, revise maps showing annexed areas for further review with City Council. These properties will have more issues relating to utility connections, annexation fees and costs that will need further discussion.

Questions?

CITY OF BATAVIA

DATE: October 27, 2016
TO: Committee of the Whole-CD
FROM: Scott Buening, Community Development Director
SUBJECT: Resolution 16-87-R Kane County 2016 Community Development Block Grant Application

Background

Kane County each year receives Community Development Block Grant (CDBG) funds from the Federal Government for the purpose of funding projects which benefit persons of low and moderate income levels. They award a large portion of these funds to subgrantees such as special service agencies, non-profit organizations and municipalities that are doing projects that benefit persons of these income levels.

Analysis

The County received new census data that designates areas that are low-moderate income. The areas of low-moderate income qualified areas are generally east of North River Street, north of East Wilson Street and south of Douglas Road. A large part of this area includes the east side industrial parks, but CDBG funds cannot be used within non-residential areas.

For the 2016 funding year, staff has determined that the best project to pursue would be for resurfacing and ADA compliance work for portions of Franklin Street, N. Hamlet Street, N. Forest Av., and Elizabeth Street. The total cost of the project would be \$250,000. We are requesting a grant of \$100,000 of the total \$250,000 construction cost.

As usual, these applications have a relatively short submittal deadline. This year the deadline is November 2, 2016 at midnight. We anticipate this Resolution being on the November 7, 2016 City Council agenda. The County has previously indicated that the Resolution may come from the City Council after the submittal deadline as long as the rest of the application materials are submitted on time.

Recommendation

Staff recommends approval of Resolution 16-87-R Authorizing Application for Kane County Community Development Funds for 2016.

Attachments:

1. Resolution 16-87-R Authorizing Application for 2016 Kane County Community Development Funds.
2. CDBG Grant Application.
3. Map of Streets.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-87-R**

**A RESOLUTION AUTHORIZING APPLICATION FOR KANE COUNTY COMMUNITY
DEVELOPMENT FUNDS AND EXECUTION OF ALL NECESSARY DOCUMENTS**

WHEREAS, the City of Batavia has determined that it in its best interests to submit an application for Kane County Community Development Funds for repaving of streets, replacement of curbs and installation of ADA compliant improvements on the northeast side of Batavia; and

WHEREAS, said project will improve the safety of motorists and pedestrians and improve the quality of life for nearby residents by making access easier and safer in this vicinity; and

WHEREAS, the Kane County Board must approve said application and will require the City of Batavia to execute a Funding Agreement and other necessary documents upon such approval;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, that the City Administrator is hereby authorized to execute an application for Kane County Community Development Funds, a Funding Agreement and other necessary documents upon approval of the application by the Kane County Board, and any requests for payment and documentation required to be submitted by the City of Batavia to Kane County requesting the dispersal of funds.

BE IT FURTHER RESOLVED, that any changes to the above-stated project description must be approved by the City of Batavia.

CITY OF BATAVIA, ILLINOIS RESOLUTION 16-87-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ___ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this _____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Saam					Stark				
5	Botterman					Theilin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Christine Simkins, Deputy City Clerk



Powered by ZoomGrants™

Kane County Office of Community Reinvestment

2016 Community Development Fund
11/2/2016 deadline

City of Batavia
East Side Street Improvements

\$ 100,000.00 Requested
\$ 250,000 Total Project Cost

Project Contact
Scott Buening
sbuening@cityofbatavia.net
Tel: 630-454-2710

Additional Contacts
rbari@cityofbatavia.net

City of Batavia

100 N. Island Avenue
Batavia, IL 60510

City Administrator
Laura Newman
newman@cityofbatavia.net

Telephone 630-454-2710
Fax 630-454-2775
Web www.cityofbatavia.net
EIN 36-6005785
DUNS 010242543
SAM Expires 12/10/2016

PROJECT INFORMATION

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #11.

Agency Background

1. Provide a general description of your organization, its history, the service(s) you provide, and the people or groups to whom you provide these services. Describe your organization's service area.

Upload in Documents tab: Agency Organizational Chart
The City of Batavia is a municipal corporation incorporated in 1872.

2. What are the specific goals and objectives of your organization and how will this project/program help you achieve those goals? How will your project/program improve the quality of life of those it is intended to serve?

The City of Batavia provides various municipal services to its residents including construction and maintenance of streets and sidewalks. This program will improve streets in a low/mod income area to improve the access to their homes.

3. Describe your efforts to collaborate with other organizations regarding this project/program in order to avoid duplication of services and to maximize available resources.

The City is the sole service provider for public streets in its jurisdiction other than State and County roadways.

Project Detail

4. Describe all aspects of the project/program for which you are seeking funding.

Upload in Documents tab: Project Schedule
The City is seeking funding to make various roadway improvements in a low/mod income qualified area. These improvements will consist of repairing/replacing curb where needed, repaving of roadways and repair/replacement of sidewalk segments along four roadways. These roadways include portions of Franklin Street, N. Hamlet Street, N. Forest

Avenue and Elizabeth Street.

5. Describe how you will measure the outcomes and evaluate success of the project? How will your project positively affect the neighborhood, the community and its residents?

The street improvements will enhance the accessibility and appearance of the neighborhood giving residents a newly improved street. In addition, some sidewalk segments will be improved for ADA accessibility thus making access easier for disabled individuals.

6. What is the specific project/program address? Include the name of the neighborhood or subdivision, as appropriate.

Various streets near the intersection of Franklin Street and Hamlet Street

7. Is your project/program physically located within the Kane County Community Development Program Area? Please refer to the Program Area description in the General Program Description section.

Yes

No, but the project serves individuals/households within the Kane County Community Development Program area

Financial/Management Capabilities

8. Summarize your organization's recent experience (last 3 years) managing projects/programs funded by federal, state and/or local agencies. Indicate if your organization has ever had any funding withdrawn, recaptured, or returned, and why.

Identify and describe any audit findings or investigations (including outcome) made by any funding agency in the last 3 years. Include the name of the auditing agency and/or CPA.

We have applied for, received and managed grant funds for various projects including Safe Routes to School, CDBG, Kane County Riverboat Grants and Small Cities Grants among others. We did need to return a CDBG Grant in a prior year in the amount of \$10,000. The grant awarded was too small in relation to the much larger project cost, and we could not fund the project with the reduced grant funding.

9. Briefly describe your organization's financial management capabilities, including accounting, payment, and record-keeping systems. Who performs the financial and record keeping functions?

Upload in Documents tab: Job Description and Resume(s) for individual(s) performing Financial Management AND Agency Chart of Accounts

We are a municipal government and follow the requirements of the GASB.

10. Who within the organization will have oversight/management responsibilities for the project/program described in this application?

Upload in Documents tab: Job Description and Resume(s) for individual(s) performing Project Management

Scott Buening, Community Development Director

Rahat Bari, City Engineer

Project Type

11. Indicate the type of project/program you are proposing in this application. Select one. Questions specific to the type of project/program you select will follow.

Neighborhood Improvements (Questions #12 through #20)

Emergency Shelter Services (Questions #21 through #24)

Neighborhood Improvements

12. Indicate the type(s) of neighborhood improvement(s) proposed:

Check all that apply

Curb/Gutter

Park

Sanitary Sewer

Sidewalk

Stormwater Drainage

Street Paving

Water

13. Describe the geographic area that will benefit from the project.

Upload in Documents tab: Map depicting the specific project boundaries
 This will specifically benefit property owners in the Fourth Ward of the City of Batavia.

14. If your project is part of a comprehensive effort to improve living conditions in the area, briefly describe the other projects/initiatives that have either recently been completed or are planned.

Upload in Documents tab: Plan document(s) describing Neighborhood/Community Improvement Plans
 The City was awarded a CDBG grant in 2015 to add a sidewalk link elsewhere in the Fourth Ward. The City has been making efforts to improve public infrastructure in this Ward on an annual basis.

15. Describe environmentally friendly features incorporated into your project that are expected to result in energy savings or water conservation. Describe elements specifically aimed at improving the health and/or safety of area residents.

The addition of ADA sidewalk ramps will improve accessibility and mobility for disabled individuals.

16. All aspects of the project will occur at:

Check all that apply

- Existing Public Right of Way
- Existing easement which allows proposed use/project (upload copy of easement)
- Property currently owned by the applicant (upload copy of recorded deed)
- Property subject to an agreement with the owner of record (upload copy of agreement)
- Additional property to be secured by applicant

17. If additional property is to be secured, briefly describe your plan and timeframe for acquiring the necessary property/easements, including the status of any discussions or negotiations. Otherwise enter "N/A"

Upload in Documents tab: Market analysis or appraisal of property to be acquired
 N/A

18. Has your organization completed plans/specifications for the project? Has your organization initiated contact with the applicable local zoning, planning or building authorities to ensure your scope meets local regulations?

Upload in Documents tab: Plans/Specifications
 Cost estimate and map has been completed.

19. Describe how your agency estimated project costs?

Upload in Documents tab: Contractor estimates and/or quotations for services
 In house City Engineer cost estimate prepared.

20. Has a Phase I Environmental Site Assessment or other environmental study been completed regarding the property? Have any environmental conditions impacted your project design?

Upload in Documents tab: Phase I ESA or other environmental study, site photos of all sides of the property, an aerial photo, and a map delineating the subject property
 No. No environmental impacts expected.

Emergency Shelter Services

21. Provide a detailed description of your program.

-answer not presented because of the answer to #11-

22. Your agency must collect and maintain information from all users served by your facility, including household location, size, income, race, and ethnicity. Describe the methodology you use to document client eligibility.

-answer not presented because of the answer to #11-

23. Is your organization an active member of the Continuum of Care for Kane County?

-answer not presented because of the answer to #11-

24. Is your organization utilizing the Continuum's Homeless Management Information System (HMIS)?

-answer not presented because of the answer to #11-

BUDGET

Funding Sources	Amount Committed	Amount Uncommitted	Total
City of Batavia General Funds	\$ 150,000.00		\$ 150,000.00
Kane County Block Grant Funds		\$ 100,000.00	\$ 100,000.00
Total			\$ 250,000.00

\$ 150,000.00 \$ 100,000.00

Uses/Expenses	Amount
Franklin Street	\$ 114,000.00
Hamlet Street	\$ 77,000.00
Elizabeth Street	\$ 9,000.00
Forest Avenue	\$ 50,000.00
Total	\$ 250,000.00

BUDGET Narrative

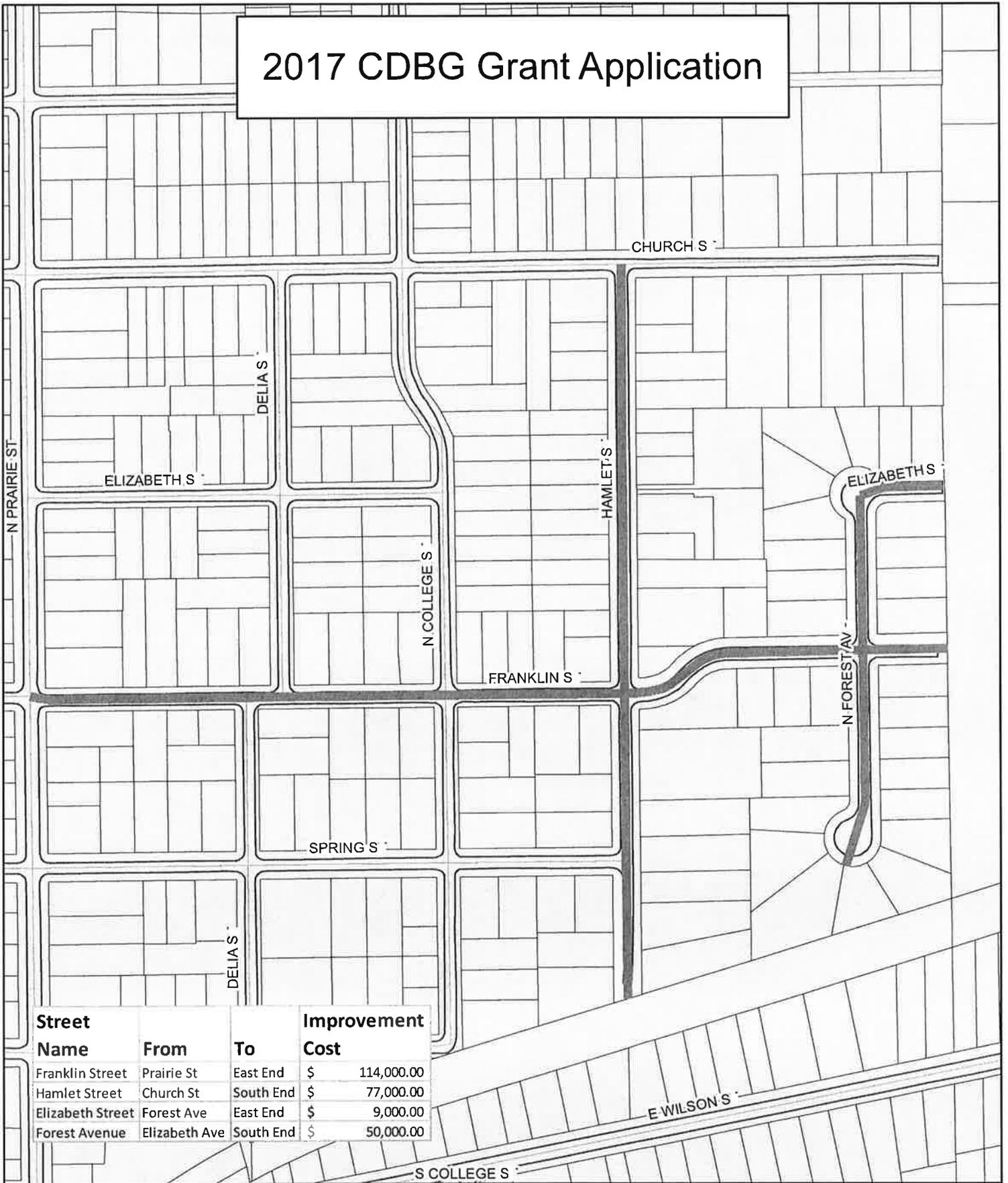
City funds will be budgeted for road improvements in our 2017 budget.

DOCUMENTS

Documents Requested *	Required?	Attached Documents *
Agency Organizational Chart (Q.1)	✓	Organization Chart
Project Schedule (Q.4) download template		Project Schedule
Job Description and Resume for individual(s) performing Financial Management (Q.9)	✓	Resume Scott Buening Resume Rahat Bari
Agency Chart of Accounts (Q.9)		
Job Description and Resume for individual(s) performing Project Management (Q.10)	✓	Resume Rahat Bari Resume Scott Buening
Map delineating specific project boundary (Q.13)		
Neighborhood/Community Improvement Plan (Q.14)		
Easement, Deed and/or Agreement (Q.16)		
Market Analysis/Appraisal (Q.17)		
Plans/Specifications (Q.18)		Plans-Map
Contractor Estimates/Quotations (Q.19)		Cost Estimate
Phase I ESA and/or other environmental study (Q.20)		
Photos of site, aerial photo and map delineating subject property (Q.20)		
Beneficiary Report (Q.22) download template		
Client Intake Form(s) (Q.22) download template		
Funding Award Letters/Notices (See Budget tab)		
Current IRS 501(c)(3) Letter of Determination (Non-Profit Applicants Only)		
CPA-Audited Financial Statements for Most-Recently Completed Fiscal Year (Audit must conform to OMB standards)	✓	2015 CAFR Auditors Letter Single Audit Letter
Board Resolution authorizing the application for funds and the execution of all necessary documents download template	✓	Board Resolution
Applicant Certification download template	✓	Applicant Certification
Application Checklist download template	✓	Application Checklist

* ZoomGrants™ is not responsible for the content of uploaded documents.

2017 CDBG Grant Application



Street Name	From	To	Improvement Cost
Franklin Street	Prairie St	East End	\$ 114,000.00
Hamlet Street	Church St	South End	\$ 77,000.00
Elizabeth Street	Forest Ave	East End	\$ 9,000.00
Forest Avenue	Elizabeth Ave	South End	\$ 50,000.00

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: October 21, 2016
To: Committee of the Whole (CS) – November 1, 2016
From: Andrea M. Podraza, P.E., CFM – Senior Civil Engineer
Re: **Resolution 16-85-R - Authorizing execution of the Contract for Nagel Basin Conversion with Applied Ecological Services, Inc. for an amount not-to-exceed \$49,510.00**

The City of Batavia has identified Nagel Basin as a location for basin conversion and/or retrofit per the Best Management Practice F6: Pollution Prevention/Good Housekeeping: Other Municipal Operations Controls for the City's NPDES MS4 permit. The City started to prepare the site for this conversion starting in the summer of 2015. Tallgrass Restoration applied herbicide and removed landscape waste on the City's portion of the basin in August 2015. In addition, Tallgrass Restoration conducted a prescribed burn on November 7, 2015. Besides, the adjoining property owner, Batavia Business Park's owners association, has been working in conjunction with the City to maintain their portion of the basin as well. This team approach will help control the invasive and restore the basin in a cohesive fashion.

Preparation work continued in 2016 with Kramer Tree Service removing all the trees within the City's portion of the basin in May and J.J. Benes preparing design drawings, including planting plan and a maintenance plan to establish the native plans for the conversion of the basin.

This bid was released on September 30, 2016. Ten companies picked up bid packets and bids were received from five companies listed below. Bids were opened on October 14, 2016. Below is the summary for the conversion bids received by each company along with the engineering estimate:

Contractor's Name	Total As-Read Bid
<i>Engineer's Estimate</i>	<i>\$66,800.00</i>
Applied Ecological Services	\$49,510.00
Semper Fi	\$52,380.00
Encap	\$68,500.00
Integrate Lakes Management	\$81,253.80
Tallgrass Restoration	\$219,430.00

Overall, the lowest bid was received from Applied Ecological Services, Inc (AES). of Brodhead, Wisconsin. Upon review of the bid, Staff feels comfortable with the unit prices received from



AES. Staff has good experience working with AES previously on the Braeburn Marsh project related to prescribed burns.. Staff has also received positive recommendations from other communities and governmental agencies on AES completed projects specifically related to this type of work as well.

Recommended Action:

Staff recommends that Committee of the Whole approve the following:

1. Resolution 16-85-R Authorizing execution of the Contract for the Nagel Basin Conversion with Applied Ecological Services, Inc. in the amount not-to-exceed \$49,510.00.

CITY OF BATAVIA, ILLINOIS

RESOLUTION 16-85-R

**AUTHORIZING EXECUTION OF THE CONTRACT FOR
NAGEL BASIN CONVERSION WITH
APPLIED ECOLOGICAL SERVICES, INC.**

WHEREAS, the City of Batavia has identified the need for management of the Nagel Basin; and

WHEREAS, the City of Batavia has identified Nagel Basin as a location for basin conversion and/or retrofit per the Best Management Practice F6: Pollution Prevention / Good Housekeeping; Other Municipal Operations Controls for the City's NPDES MS4 permit; and

WHEREAS, the City of Batavia requested bids on the project and reviewed the submitted bids; and

WHEREAS, Applied Ecological Services, Inc. has submitted a bid and is the lowest responsible bidder for the project; and

WHEREAS, the ecological restoration company of Applied Ecological Services, Inc. has the appropriate expertise and experience necessary to provide construction and ecological services; and

WHEREAS, the total cost of said construction and ecological services is in the amount not to exceed \$49,510.00; and

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 the Contract with Applied Ecological Services, Inc. of Brodhead, WI, for construction services in the amount not to exceed \$49,510.00. The Contract is attached hereto as Exhibit "1".

CITY OF BATAVIA, ILLINOIS RESOLUTION 16-85-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 7th day of November, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 7th day of November, 2016.

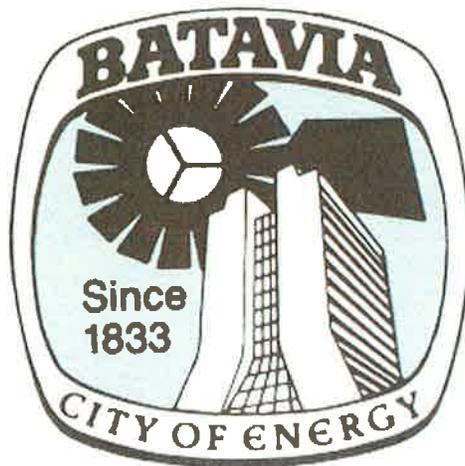
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Theilin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Christine Simpkins, Deputy City Clerk

BIDDING DOCUMENTS
FOR
Nagel Basin Conversion



CITY OF BATAVIA
KANE COUNTY, ILLINOIS
SEPTEMBER 2016





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PART I

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Standard Form of Performance Bond.....PB 1 - 2



INVITATION TO BID

For the

Nagel Basin Conversion

1. **NOTICE** is hereby given that the City Council of the City of Batavia, Illinois (hereinafter called the "Owner") will receive sealed bids at the Engineering Division Attn: Andrea Podraza P.E., C.F.M., 200 N. Raddant Rd., Batavia, Illinois 60510-2292, until **2:00 P.M.** local time on **Friday, October 14, 2016** for the construction of the **Nagel Basin Conversion** (hereinafter called the "Project") at which time and place the bids will be publicly opened and read aloud.
2. This is a cash project.
3. The work for which bids are to be received generally and briefly consists of the following:
 - **Removal of dead cattails and brush**
 - **Herbicide and annual maintenance**
 - **Installation of Native Plants**
4. All work shall be in accordance with the specifications as set forth in the Contract Documents, plans and other State and Local regulations as applicable.
5. The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID FORM provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the bid amount. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.
6. Bidders to whom an award may be contemplated shall provide a copy of their I.D.O.T. "Certificate of Eligibility" prior to receiving plans and/or bid documents. The "Certificate of Eligibility" shall demonstrate that the Bidder is capable of performing a minimum of 50% of the total contract work. Also, all Bidders shall complete I.D.O.T.'s "Affidavit of Availability" and include it with their proposal. At the City's sole discretion, the City may waive the I.D.O.T. certification requirement for certain projects.
7. The Contractor shall provide a written statement as part of the Bid submittal of verifying their ability to commence work on the project within the time specified in the



Contract Documents.

8. The Owner intends to accept the lowest responsible bid and the Owner reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids. The Owner reserves the right to defer the acceptance of any bid and the award of a Contract for a period not exceeding sixty (60) days after the date of opening the bids. The public bid opening date is **Friday, October 14, 2016 at 2:00 P.M.** local time.
9. The successful Bidder to whom the Contract shall be awarded shall sign the Contract, furnish a Performance Bond, or Letter of Credit in amounts equal to one hundred ten percent (110%) of the Contract Amount and required Certificates of Insurance, within fifteen (15) calendar days after the Contract has been awarded. Failure to do so shall make the Contract null and void.
10. Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage; 2) 5% Bid Security with submittal of bid; 3) 110% Performance Security within fifteen (15) calendar days after Contract award; 4) applicable OSHA and EPA requirements.
11. Bid package (Instructions to Bidders, Contract Documents, Plans, Specifications and Special Provisions) for use by prospective Bidders and interested suppliers may be obtained from the Public Works Street Division Office, 200 North Raddant Road, Batavia, Illinois, 60510-2292.

Dated this 30th day of September, 2016.

City of Batavia

Andrea M. Podraza, P.E., CFM
Senior Civil Engineer



INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. **LOCATION:**

The proposed work covered by these documents is located as shown on the location map contained in the drawings, or as designated by the Owner.

In general, all work is to be constructed within public land owned and/or dedicated for public use, or easements for which the Owner has obtained clearance for the use intended.

2. **SCOPE:**

The scope of work is outlined in the Contract Documents, Specifications and drawings.

3. **DEFINITIONS:**

Wherever the word "Owner" is used in these documents, it shall be understood to mean **City of Batavia**. Wherever the words "directed", "permitted", "ordered", "designated", "approved", "satisfactory", "acceptable", or words of like import are used, they shall be understood to refer to the exercise of the authority or judgment vested in the City Engineer.

4. **BID DATE:**

Sealed bid proposals will be received for the proposed work specified herein at the City of Batavia Engineering Division Attn: Ms. Andrea Podraza P.E., C.F.M., 200 North Raddant Road, Batavia, Illinois 60510-2292 until **2:00 P.M.** local prevailing time on **Friday, October 14th, 2016.**

5. **BID OPENING:**

The public Bid Opening will be held at the Public Works office, 200 North Raddant Road, Batavia, Illinois 60510-2292 at **2:00 P.M.** local prevailing time on **Friday, October 14th, 2016.**

6. **PRE-BID MEETING:**

Not applicable.

7. **INTERPRETATION OF CONTRACT DOCUMENTS:**

If any person, contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, they may submit to the Owner a written request, **no later than 10 AM local time, and three business days prior to the bid opening**, for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an Addendum duly issued by the Owner and a copy of such Addendum will be mailed, faxed, emailed or delivered to each person receiving a set of such documents. All Addenda to Bidders shall be incorporated in the bids and will become a part of the Contract Documents. **No oral interpretations** by the Owner will be binding; only instructions



in writing will be deemed valid. All requests for interpretations regarding this project may be directed to **Ms. Andrea Podraza, Senior Civil Engineer, City of Batavia Engineering, 200 N. Raddant Rd., Batavia, IL 60510, phone 630-454-2757 fax 630-454-2351 or email apodraza@cityofbatavia.net**

8. **PREPARATION OF BID PROPOSAL:**

Each bid proposal shall be submitted on the form provided by the Owner. The bid proposal shall be enclosed in an opaque envelope, which is sealed and clearly marked on the front "**Bid Proposal – Nagel Basin Conversion**, addressed to the Owner, with the name and address of the Bidder endorsed thereon.

The Proposal from the Contractor shall consist of the Complete Contract Documents and supplemental addendums as received from the Owner. The bound contract Documents shall not be separated and shall be submitted as a complete packet. Bid proposals are to be submitted for the work specified on the attached BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID SCHEDULE, all furnished and installed in strict conformance with the specifications therefore. No proposal will be considered except upon completed work fully installed in place as specified.

All blank spaces in the proposal shall be properly filled in with ink opposite each item, using figures and written words, as indicated in the column headings.

In case of discrepancy between the prices indicated in figures and in written words, the written words shall govern and will be used in computing the total bid price for comparison of proposals.

9. **SIGNATURE ON BID PROPOSAL:**

Each bid proposal shall contain the full name of every person, firm, or corporation interested in the same and the address of each Bidder. When firms bid, the name of each member should be signed and the firm name added. When a corporation is the Bidder, the person signing shall state under the laws of what state the corporation is chartered, and the name and title of the officer having authority under the by-laws to sign contracts. Any one agent signing the bid proposal must file with it legal evidence of their authority to do so.

10. **BID GUARANTEE:**

Each bid proposal shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the bid amount. Said bid guarantee to serve as a guarantee that if the Contractor's proposal is accepted and a contract awarded, the successful Bidder, within the specified time, will enter into a contract agreement with the Owner and post the required Performance Security.

All bid guarantees will be returned to unsuccessful Bidders after a contract has been entered into with the successful Bidder.



11. **BASIS OF AWARD:**

Award of a contract or contracts will be based upon the bid proposals submitted and then **only** to the party (or parties) submitting the lowest responsible bid (or bids) as determined by the Owner in its sole judgment. The Owner reserves the right to waive any informality in the proposals or to reject any or all bids.

12. **WITHDRAWAL OF PROPOSAL:**

If a Bidder wishes to withdraw its proposal, the Bidder may do so before the time fixed for the opening of bids, without prejudice to the Bidder, by communicating the Contractor's purpose in writing and delivered by certified or registered mail, postage prepaid to the Owner, and when the Contractor's bid is reached, it will be handed to the Contractor or to the Contractor's authorized agent unopened. Bids opened and read may not be withdrawn for a period of sixty (60) days. Corrections, modifications, or amendments to bids for any reason, including any error or miscalculation, shall not be permitted. Withdrawals of bids permitted sixty (60) days after the bid opening may be made in writing and delivered by certified or registered mail, postage prepaid to the Owner.

13. **COMPARISON OF BIDS:**

Proposals for the purpose of awarding a contract will be compared on the basis of the total amount bid, which is to be obtained by applying the unit and/or lump sum bid prices to the quantities listed in the proposal herein.

The estimated quantities of unit price items listed in the proposal, although stated with as much accuracy as is possible in advance, are approximately only, and are given **only** for the purpose of comparing bids. The quantities on which payment will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor as specified in the Contract.

14. **CONTRACT AND PERFORMANCE SECURITY:**

The person, firm, or corporation to whom a contract is awarded will be required to execute a contract, furnish a Performance Bond, Letter of Credit or cash with an acceptable surety company within fifteen (15) calendar days after the contract is awarded to the Contractor. The Performance Bond shall be in the amount of one hundred ten percent (110%) of the award contract amount. The Performance Security as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with the Contract. Such bond shall remain in full force for a period of one year from and after the final acceptance and payment by the Owner. The cost of such performance security shall be included as part of the bid.

15. **FORFEITURE OF BID DEPOSIT:**

If a person, firm, or corporation to whom a contract is awarded fails or neglects to enter into a contract and bond within the specified time limit, the Bidder will be considered to have abandoned it and the bid deposit shall thereupon be forfeited to the Owner and collected as provided by law.



16. **REJECTION OF PROPOSALS:**

Reasonable evidence or grounds for supposing that any Bidder is interested in more than one (1) proposal for the same item may cause a rejection of all proposals in which the Bidder is interested.

17. **EVIDENCE OF ABILITY :**

Bidders to whom an award may be contemplated shall provide a copy of their I.D.O.T. "Certificate of Eligibility" prior to receiving plans and/or bid documents. The "Certificate of Eligibility" shall demonstrate that the Bidder is capable of performing a minimum of 50% of the total contract work. Also, all Bidders shall complete I.D.O.T.'s "Affidavit of Availability" and include it with their proposal. At the City's sole discretion, the City may waive the I.D.O.T. certification requirement for certain projects.

18. **EXAMINATION OF WORK :**

Bidders must carefully examine the entire site of the work and make all necessary investigations to inform themselves thoroughly as to the facilities for delivering and handling materials for the work; and as to all difficulties that may be involved in the complete execution. Bidders must carefully examine the specifications for the work. The Owner will not be responsible, in any manner, for verbal answers to any inquiries regarding the meaning of the specifications given prior to the awarding of the contract. Bidders must contact the City of Batavia Engineering Department at (630) 454-2750 before visiting the site.

19. **LAWS AFFECTING PUBLIC WORK:**

The attention of the Bidder is called to the laws of the State of Illinois and to local ordinances pertaining to contracts on public work, and to the statutory requirements of the State of Illinois relative to licensing of corporations organized under the laws of any other state.

20. **INSURANCE:**

The attention of the Bidder is particularly called to the requirements in the General Conditions, which covers required Insurance.

21. **CONTRACTOR INTERFERENCE :**

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed and the Bidders must employ, so far as possible such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

22. **INSPECTION AND TESTING MATERIALS :**

The Bidder to whom this contract is awarded must pay for inspection and testing materials in accordance with the requirements of the detail specifications wherever such inspection or testing is called for under the specifications.



23. **WHEN AWARD IS EFFECTIVE :**

Award is effective upon formal acceptance and execution of the Contract by the Owner. A contract shall be deemed as having been awarded when official of the award has been provided to the successful Bidder.

24. **EMPLOYMENT OF ILLINOIS WORKERS**

Attention is called to the need for compliance with the Illinois Works on Public Works ACT 30 ILCS 570-0.01 et seq.

25. **PREVAILING WAGES :**

Illinois Prevailing Wages: 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 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.



Kane County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.42	11.28	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.40	0.000	0.630
CEMENT MASON		ALL		43.000	45.000	2.0	1.5	2.0	10.00	18.27	0.000	0.500
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMMUNICATION TECH	N	BLD		36.360	38.460	1.5	1.5	2.0	12.27	10.25	0.000	0.640
COMMUNICATION TECH	S	BLD		38.620	40.720	1.5	1.5	2.0	10.19	10.81	0.000	1.350
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN	N	ALL		43.750	48.130	1.5	1.5	2.0	14.66	12.31	0.000	0.880
ELECTRICIAN	S	BLD		45.950	50.550	1.5	1.5	2.0	10.57	12.87	0.000	1.610
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.42	11.28	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.76	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.42	11.28	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.42	11.28	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.40	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT		36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
PAINTER		ALL		41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.40	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820
SIGN HANGER		BLD		26.070	27.570	1.5	1.5	2.0	3.800	3.550	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
STONE MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
SURVEY WORKER												
TERRAZZO FINISHER		BLD		38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON		BLD		41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON		BLD		43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
----->NOT IN EFFECT ALL 37.000 37.750 1.5 1.5 2.0 12.97 9.930 0.000 0.500												



TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.920	36.120	1.5	1.5	2.0	8.280	8.760	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor



surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.



MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson



Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.



Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.



Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



BID PROPOSAL

CITY OF BATAVIA

PROJECT: Nagel Basin Conversion

NAME OF BIDDER: Applied Ecological Services, Inc.

BUSINESS ADDRESS: 17921 W. Smith Road Brodhead, WI 53520

TELEPHONE NUMBER: (608) 897-8641

TO: City of Batavia
Attn: Andrea Podraza, Senior Civil Engineer
200 N. Raddant Road
Batavia, Illinois 60510-1930)

The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID FORM provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the bid amount. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.

The undersigned, as Bidder, declares that the only person or parties interested in this Bid, as principals, are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the proposed forms, and the Contract Specifications for the above signed work, all of which are on file in the office of the City Engineer of the City of Batavia and all other documents referred to or mentioned in the Contract Documents and Specifications.

The undersigned Bidder agrees that if this Bid is accepted, the Bidder will contract with the Owner, in the form of the copy of the Contract prepared by the City of Batavia, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Owner as set forth therein. The undersigned Bidder further agrees that if this bid is accepted, to furnish the Contractor's bonds and insurance specified in the General Conditions, and to do all other things required if the Contractor by the Contract Documents, and that he will take, in full payment therefore, the sum set forth in the following Bidding Schedule.



BIDDING SCHEDULE

The Bidder shall include in the following schedule, all labor, materials, shoring, removal, freight, cartage, overhead, profit, insurance, etc. to provide the project complete and ready for use in accordance with the Contract Documents.



**BID SCHEDULE
NAGEL BASIN CONVERSION**

**WORKSHEET OF SIGNIFICANT PAY ITEMS FOR ADDITIONS AND DELETIONS TO
THE LUMP SUM CONTRACT**

\$ 440.00 Removal and Disposal of Surface Trash per Cubic Yard

\$ 116.00 Removal and Disposal of Cattail Debris per Cubic Yard

\$ 6,360.00 Native Seeding (Emergent, Wet/Mesic Prairie, Woodland) per Acre

\$ 1,030.00 Herbicide Treatments per Each Application

\$ 780.00 Special High Mowing per Each Occurrence

\$ 780.00 Watering per each Unit (1,000 Gal/Unit)



BID FORM

The undersigned, as Bidder, declares that he has carefully examined the Contract Documents and is familiar with the scope and nature of the Work described therein, and hereby proposes and agrees, if the Bid is accepted, to complete the Work in accordance with the Contract Documents and within the time stated for the following lump sum amounts:

Total Lump Sum Amount in Numbers:\$ 49,510.00

Total Lump Sum Amount Writing:

Forty - Nine Thousand Five Hundred Ten and 00/100 Dollars

Schedule of Adjustment Unit Prices:

The worksheet of significant pay items shall be completed to arrive at the total lump sum bid amount. The worksheet submitted and schedule of hourly rates may be used for increases or decreases to the work.

Said amount (lump sum and unit prices) includes all taxes, the furnishing of all materials, the performing of all labor, and the providing of all necessary machinery, tools, apparatus, and other means of construction; also the performance and completion of all the Work in the manner set forth, described and shown in the Specifications and on the Drawings.

The Bidder hereby agrees to enter into Agreement with the Owner within twenty-one (21) calendar days from the date of notification thereof, and to commence work upon receipt of Notice to Proceed and instructions by the Engineer, and to diligently prosecute the Work to completion before the expiration of the Contract Time as stated in the Agreement.



ACKNOWLEDGMENT OF ADDENDA:

The following Addenda were received, and considered in making this Bid:

N/A

SIGNATURE OF BIDDER

Steven A. Dischler

By Steven Dischler

Title: President + CEO



BID CONDITIONS

It is expressly understood and agreed that the foregoing Total Bid amount is the basis for establishing the amount of the bid security on this bid for the **Nagel Basin Conversion**. The undersigned has carefully checked the above Bidding Schedule against the Specifications and other Contract Documents before preparing this bid and accepts the said quantities to be substantially correct, both as to classification and amount, and in accordance with the Specifications and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to Contract as aforesaid and to give the Performance Security required by the General Conditions of Contract or by law, and to provide all insurance as required by the Contract Documents within fifteen (15) calendar days after the date of the award of the Contract, and thereupon the proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner as liquidated damages.

The undersigned agrees to complete all work, as defined in the Contract Completion section of the Special Provisions. The Contract plans indicate the Performance Criteria for which the Contractor will be obligated to meet. The City will withhold portions of the lump sum payment as indicated in the payment schedule on Sheet 4 of 4 of the plans.



PROPOSAL SIGNATURE

1. **CORPORATION:**

The Bidder is a corporation organized and existing under the laws of the State of
WI, which operates under the legal name of

Corporate Name: Applied Ecological Services, Inc.

Business Address: 17921 W. Smith Road

Brodhead, WI 53520

Telephone Number: 608-897-8641

and the full name of its officers names are as follows:

President: Steven Dischler

Secretary: Steven Dischler

Treasurer: n/a

Manager: Josh LaPointe

The signator is authorized to sign construction proposals and Contracts for the company by action of its Board or Directors taken, a certified copy, which is available upon request.

Signed By: Steven A Dischler **Date:** 10/13/16
Title: President & CEO

Attest: Jocelyn A Kosbusch
Asst. Secretary



2. **PARTNERSHIP:**

The Bidder is a partnership consisting of individual partners whose full names and addresses are as follows:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

The Partnership does business under the legal name of:

Firm Name: _____

Business Address: _____

Telephone Number: _____

Signed By: _____

Date: _____

Title:



3. **INDIVIDUAL:**

The Bidder is an individual whose full name is:

Name: _____

and if operating under a trade name, said trade name is as follows:

Trade Name: _____

Business Address: _____

Telephone Number: _____

Signed By: _____

Title:

Date: _____



STANDARD FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Applied Ecological Services, Inc. a corporation organized under the laws of the State of Wisconsin and licensed to do business in the State of Illinois, as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the City of Batavia, State of Illinois, in the penal sum of Fifty four thousand four hundred sixty one Dollars (\$54,461.00), lawful money of the United States, well and truly to be paid unto said City of Batavia, Illinois for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents, being One Hundred Ten percent (110%) of the cost of the Public Improvements described herein.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with an Owner which is the City of Batavia, Illinois and acts through the City Council of the City of Batavia for the construction of the work designated **Nagel Basin Conversion (“Public Improvements”)**, which contract hereby is referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, sub-contractor, or otherwise, for any such labor, materials, apparatus, fixtures, or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or machinery furnished to the Contractor for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid Owner and its or the Owner’s agents harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to become void; otherwise, and until such time, is shall remain in full force and effect.



Approved this 7th day of
November
A.D. 2016

IN WITNESS WHEREOF, we have
duly executed the foregoing obligation
this 7th day of November, A.D. 2016.

Batavia City Council
Governing Body of Owner

By: _____
Jeffery D. Schielke, Mayor

Corporate
Name: _____

By: _____
President

Attest:

Attest: _____
Secretary

For: _____

Surety _____
(Seal)

Christine Simkins, Deputy City Clerk

By: _____
Attorney in Fact (Seal)

Municipal or Corporate Seal

By: _____
Attorney in Fact (Seal)

State of Illinois

SS.

County of Kane



PART 2

General Conditions of the Contract.....GC 1 - 15



GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

The following terms as used in these contract documents are respectively defined as follows:

- a. **“Project”**: The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the within contract.
- b. **“Owner”**: The contracting party initiating the project as set forth in the contract acting through its authorized representative in accordance with specific duties delegated to such representatives.
- c. **“Contractor”**: The person, persons, firm or corporation to whom the within contract is awarded by the Owner, and who is subject to the terms of said contract. Also the agents, employees, workmen, or assignees of said Contractor.
- d. **“Sub-Contractor”**: A person, firm or corporation other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project.
- e. **“Work”**: All work including materials, labor, supervision, use of tools necessary to complete the project in full compliance with the terms of the contract.
- f. **“Engineer”**: The person, persons or firm named in the Instructions to Bidders as having prepared the Contract Documents, or other Engineers appointed by the Owner for the supervision of construction of the project.
- g. **“Surety”**: The person, firm or corporation that has executed, as Surety, the Contractor’s Performance Bond, securing the performance of the within contract.
- h. **“Contract”**: The term “Contract” shall be understood to mean the agreement covering the performance of the work covered by these specifications, including the Instructions to Bidders, Bid Proposal, Bid Conditions, Bid Schedule, Standard Form of Contract Bond, Performance Bond, these Specifications, supplemental agreements entered into, all general or special provisions pertaining to the work or materials therefore, and all matters and things mentioned in the form of the contract itself as constituting a part or parts thereof.

2. HOLD HARMLESS AGREEMENT (CONTRACTUAL LIABILITY):

The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall



apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, or otherwise, provided, however, this indemnification shall not apply to any claim, damage, loss, or expense arising solely out of professional services performed by the City, its agents, or employees, including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services).

Special Requirement: If the Bidder is an architectural firm or engineering firm, said Bidder shall, in addition to the insurance requirements set forth below, file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage. Professional Liability Insurance is requirements are in the amount of \$1,000,000, plus \$2,000,000 umbrella.

3. **CONTRACTOR'S INSURANCE:**

The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City of Batavia as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

- a. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy, plus \$2,000,000 umbrella. A copy of the policy may be required.
- b. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit, plus \$2,000,000 umbrella. Said insurance is to be extended to cover hired and non-owned vehicles.
- c. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
- d. **Workers' Compensation** is to be provided as required by statute.
- e. Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A.
- f. A certificate of insurance is required as evidence of coverage, with the City of Batavia named as an additional insured. The same full insurance coverage provided to the named insured, whether it is the Contractor or a sub-contractor, shall be provided to the City without any limitations or endorsements that might



limit or exclude coverage. If insurance is canceled for any reason whatsoever the City will be given not less than thirty (30) days prior written notice.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

4. **PROOF OF CARRYING INSURANCE:**

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the representative insurance companies and filed with Owner. The Contractor shall submit the original insurance policies for inspection and approval of the Owner before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without written notice of ten (10) days in advance to the Owner and consented to by the Owner.

The Contract shall name the City of Batavia as an additional insured on all insurance policies required under this contract. Unless waived by the City, work may not start under this project, until certificates of insurance naming the City as an additional insured have been provided to the City. Any delay in the beginning of work caused by failure to provide such certificates shall not be chargeable to the City of Batavia.

5. **DEFINITION OF NOTICE:**

Where in any section of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given;

- a. **As to the Owner:** When written notice shall be delivered to the Engineer of the Owner, or shall have been placed in the United States mails addressed to the Chief Executive Officer of the Owner at the place where the bids, or proposals for the contract were opened;
- b. **As to the Contractor:** When a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract, or when such written notice shall have been placed in the United States mails addressed to the Contractor at the place stated in the papers prepared by the Contractor to accompany their proposal as the address of the Contractor's permanent place of business;
- c. **As to Surety:** On the Performance Bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety, and when two (2) copies of such notice shall have been filed with the Owner.



6. **INTENT OF CONTRACT DOCUMENTS:**

The sections of the Contract Documents and the contract plans are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor, water, fuel, tools, plant equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

The Contractor shall execute any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.

7. **PLANS AND SPECIFICATIONS:**

All work executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.

Unless otherwise provided in the Special Conditions of the Contract, the Owner will furnish the Contractor, free of charge, three (3) copies of drawings and specifications. Additional copies will be furnished upon payment to the Engineer, at the Contractor's cost, for each set desired.

Figured dimensions on the plans shall be taken as correct, but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer, and the Engineer's decision thereon shall be final. All notes on the plans shall be followed. The Engineer may make correction or errors, or omissions on the drawings or specifications when such correction is necessary for the proper execution of the work.

8. **PERMITS, SURVEYS AND COMPLIANCE WITH LAWS:**

The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of the work and/or required by Municipal, State and Federal regulations, and laws, unless otherwise specified in the Special Conditions of the Contract.

The Owner will furnish all site surveys, unless otherwise provided in the Special Conditions of the Contract.

The Contractor shall give all notices, pay all fees and comply with all Federal, State and Municipal laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the work. The contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the



provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, (which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein).

9. **OTHER CONTRACTS:**

The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully set the Contractor's own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor.

10. **SCHEDULE OF UNIT PRICES:**

Promptly following the execution of the Contract Documents, on Lump Sum Contracts, the Contractor shall prepare and transmit to the Owner an original and three (3) copies of an itemized breakdown showing the unit quantities of each item and the corresponding unit prices divided between labor, material and other costs of all items of labor, equipment and supplies to be incorporated into the project. This breakdown, when approved, will be used primarily in determining payment due to the Contractor on periodical estimates.

11. **SUB-CONTRACTORS:**

The Contractor shall notify the Owner in writing of the names of the Sub-Contractors proposed on the contract and shall not employ any Sub-Contractor that the Owner objects to as being incompetent or unfit.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of their Sub-Contractors and of anyone employed directly or indirectly by the Contractor of them and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Owner.

The Contractor agrees to bind every Sub-Contractor (any and every Sub-Contractor of a Sub-Contractor) by the terms of the General and Special Conditions of the Contract, Plan and Specifications as far as applicable to their work, unless specifically noted to the contrary in a Sub-Contract approved in writing as adequate by the Owner.

12. **ASSIGNMENT OF CONTRACT:**

No assignment by the Contractor by a principal and/or construction contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the written approval of the Owner, and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve the Contractor of the obligation incurred by the Contractor under the terms of this Contract. In



addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of work called for in said contract in favor of all persons, firm or corporations rendering such services or supplying such materials."

13. **STAKING WORK:**

The Contractor shall provide field forces, equipment, and material to set all stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work.

Stakes for line and grade shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract, nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the City Engineer and the acceptance of all or any part of it shall not relieve the Contractor of the Contractor's responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at the Contractor's expense when any are damaged, lost, displaced, or removed or otherwise obliterated.

14. **NOTICE TO START WORK:**

The Contractor shall notify the Engineer in writing forty-eight (48) hours before starting work at the site of this Contract. In case of temporary suspension of the work, the Contractor shall give a similar notice before resuming work.

15. **SUPERINTENDENT:**

The Contractor shall provide a personal superintendent to the work or have at the site of the work at all times, a competent, fluently English speaking foreman, superintendent or other representative satisfactory to the Owner and having authority to act for the Contractor.

Insofar as it is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted to represent the Contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.



16. **MATERIALS AND WORKMANSHIP:**

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose.

If not otherwise provided, work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers and the trade. The Contractor and the Surety shall guarantee all workmanship for a period of one (1) year from date of final acceptance.

Any workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

At any time during the course of construction of this project, when in the opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or the Contractor's employees, the Engineer shall have the right and authority to order all construction to cease, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the contract.

17. **USE OF JOB SITE:**

The Contractor shall confine their equipment, apparatus, the storage of materials and operations of the workmen to limits indicated by law, ordinance, permits or direction of the Owner and shall not encumber the premises with the Contractor's materials.

The Contractor shall not load or permit any part of the structure or work to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owner or Owner's authorized representative instructions regarding signs, advertisements, fires and smoke.

18. **USE OF PRIVATE LAND:**

The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without written authorization of the Owner (or the Owner's agent) of the land, a copy of which authorization shall be filed with the Owner.

19. **LABOR:**

The Contractor shall employ none but competent and skilled workmen and foremen in the conduct of work in this Contract. The Owner shall have the authority to order the removal from the work of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its Engineer or inspectors relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project.



20. **WAGE RATES:**

Prevailing minimum wage rates shall apply for this project. A copy of the current prevailing minimum wage is included in these documents.

The Contractor shall post, at conspicuous points on the site of the project, a schedule showing all determined minimum wage rates and will authorize deductions, if any, from unpaid wages actually earned.

The Owner shall decide claims and disputes pertaining to the classification of labor employed on the project under this Contract. Provided, that if the parties to the dispute so agree and if the Owner also agrees, the parties concerned may submit such claims and disputes to arbitration by mutually acceptable parties.

The Contractor and each of their Sub-Contractors shall pay each of their 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.

21. **ACCIDENT PREVENTION:**

Precaution shall be exercised at all times for the protection of motorists, bicyclists, pedestrians (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not contravention of applicable law.

The Contractor shall put up and maintain as many barriers as will effectively prevent accidents involving motorists, bicyclists and pedestrians. During night hours, the Contractor shall put up and maintain sufficient lights and flares to warn and safeguard motorists, bicyclists and pedestrians against accidents. The Contractor, in executing the work on this project, shall not unnecessarily impede or interfere with vehicular, bicycle or pedestrian traffic on public rights-of-ways. The Owner shall be the sole judge as to what constitutes a hazard. The Contractor shall confer with and keep Police and Fire Departments of the Owner fully informed as to streets or alleys are to be closed (daily or long-term) to traffic for construction purposes.

22. **SANITARY CONVENIENCES:**

The Contractor shall provide and maintain on the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to approval of the State Health Department.

23. **ENGINEER:**

The Engineer for said Owner shall make all necessary explanations as to the meaning and intention of the plans and specifications, shall give all necessary orders and directions, acting within the scope of the particular duties properly assigned to the



Engineer by the Owner; shall also make all correction of errors or omissions in the plans and specifications when necessary for the proper fulfillment of the intention thereof; the effect of such correction to date from the time said Owner or Engineer gives due notice thereof to said Contractor.

24. **DECISIONS OF ENGINEER:**

The decision of the Engineer, acting within the scope of the duties reasonably assigned to the Engineer, will be final. The signing of the contract for construction shall be considered as the Contractor's agreement to accept the Engineer's decision as final in all such matters as may reasonable require engineering decisions, such as the quality of workmanship, the performance of equipment and of the fulfillment of the guarantee thereon.

25. **DIRECTION:**

The directions and orders given by the Owner, or its authorized representatives, shall be received by and obeyed by the Contractor, or in the Contractor's absence, the said order shall be received by the Contractor's foreman or person in charge of the work and shall be obeyed by same as if given to the Contractor. There shall be at all times a competent and responsible person available to represent the Contractor.

26. **INSPECTION:**

The Owner and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provided proper facilities for such access and for inspections.

The Owner shall have the right to reject workmanship, which is defective, or require their correction. If the Contractor does not correct such condemned work within a reasonable time, fixed by written notice, the Owner may remove them and charge the expense to the Contractor.

All labor performed, all tools, appliances and methods used shall be subject to the inspection and approval or rejection of the Owner.

If any authorized agent of the Owner shall point out to the Contractor, the Contractor's foreman or agent, any neglect or disregard to the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued. The right of final acceptance or rejection of the work; however, will not be waived by reason thereof nor by any other act of the Owner or its agents.

The Contractor shall execute the work only in the presence of the Engineer or inspectors during the working hours of the day unless provision has been made for work on other shifts. The presence of the Engineer or inspector shall in no way relieve the Contractor of the responsibility of the Contractor's contract, or by any warrant for the furnishing of poor workmanship.

The inspection and supervision of the work by the Engineer is intended to aid the



Contractor in applying labor, materials and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of the Contractor's contract obligations.

27. **PROTECTION OF WORK:**

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by the Contractor's operations, in the performance of this Contract, and the Contractor shall defend any suit that may be brought against the Contractor or the Owner on account of damage inflicted by the Contractor's operations, and shall pay any judgments awarded to cover such damage.

28. **OBSTRUCTION AND RESUMING TRAVEL:**

Motorists, bicyclists and pedestrians traveling upon the streets, or upon any intersecting street or alley shall not be hindered or inconvenienced needlessly; nor shall any portion of the roadway, street, path or sidewalk be excavated, nor shall the same be wholly obstructed without the direction of the Owner, in which latter case, the Contractor shall cause plain and properly worded signs announcing the fact, to be placed, with proper barricades, at the nearest cross streets upon each side of such obstructed portion and upon intersecting streets where travel can pass around the same in the shortest and easiest way. Travel may be resumed at the direction of the proper officers of the Owner upon any part or portion of the roadway, street, path or sidewalk where the work has been completed, whenever, in their opinion, public necessity or convenience may require, and the condition of improvement warrants it. Notice shall be given to the **Fire and Police Departments** of streets open or barricaded for construction purposes at least twenty-four (24) hours before construction is begun.

29. **COST OF SERVICES:**

The cost of all water power, lighting, heating and other services required during construction shall be paid for by the Contractor and its cost merged in the contract price.

30. **PAYMENTS:**

The Contractor shall prepare and submit to the Owner a detailed estimate of the work performed. Such estimate is to be used after approval as a basis for periodical and final payment.

The Owner will make partial payments to the Contractor on the basis of a duly certified approved estimate of the work performed by the Contractor during the preceding time period. The Owner will retain ten percent (10%) of the amount due to each such periodical estimate until final completion and acceptance by the Owner of all work included in the Contract. At the sole discretion of the Owner, the percentage



of retained funds may be reduced to five percent (5%), or a lesser percentage, upon successful completion of at least fifty percent (50%) of the value of work contemplated by the Contract.

Upon presentation of certified copies of receipted bills, freight bills, and waivers of lien, the Owner at its discretion, may include in such monthly estimates payments for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Such material when so paid for by the Owner becomes the property of the Owner and, in case of default on the part of the Contractor; the Owner may use or cause to be used by others these materials in construction of the project.

Final payment of funds retained by the Owner on the monthly periodical estimates will be paid to the Contractor not later than sixty (60) days after final acceptance by the Owner of the work on this Contract, subject to the provisions of the following paragraph.

31. **OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:**

The Owner may withhold, in addition to retained percentages, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

- a. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- b. For defective work not remedied.
- c. For failure of the Contractor to make proper payments to their Sub-Contractor.
- d. Reasonable doubt that the contract can be completed for the balance then unpaid.
- e. Evidence cost of field engineering and inspection.

The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld, pursuant to this paragraph, to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of retained funds due the Contractor until it is satisfied that all Sub-Contractors, material suppliers and employees of the Contract have been paid in full.

32. **DEDUCTIONS FOR UNCORRECTED WORK:**

If the Owner deems it expedient to accept defective work or work not done in accordance with the contract, the Owner will make an equitable adjustment with a proper deduction from the contract price for unsatisfactory work.

33. **CHARGES-PAYMENTS:**



The Owner, may issue written authorization for changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract.

Adjustments, if any in the amount to be paid to the Contractor by reason of any such change, shall be determined by one (1) or more of the following methods:

- a. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;
- b. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract;
- c. By an acceptable lump sum proposal from the Contractor;
- d. On a cost-plus-limited basis not to exceed a specific limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance)

No claim for an additional work to the contract sum shall be valid unless prior written authorized has been issued by the Owner.

Inspectors are not authorized to act for the Owner in giving orders for the Owner, for extra or additional work either in writing or verbally.

34. **CUTTING AND PATCHING:**

The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the plans and specifications for the completed project.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, digging, or otherwise shall not cut or alter the work of any other contract without the consent of the Owner or the Owner's authorized representative.

35. **GUARANTEE AND MAINTENANCE OF WORK:**

The Contractor shall guarantee the work to be free from defects of any nature for a period of one (1) year from and after the final acceptance and payment for the work by the Owner. The Contractor shall maintain said work and shall make all needed repairs, reconditioning and replacements during this one (1) year period which, in the judgment of the Owner, may be necessary to insure the delivery of the work to the Owner at the expiration of the guarantee period in first class condition and in full conformity with the plans and specifications thereof. The time that the work is in need of repair, reconditioning or replacements to attain full conformity with the plans and specifications shall not be included in the one (1) year guarantees included in this Contract but shall be in addition thereto. Production and performance guarantees included in this Contract shall be in effect for the one (1) year period above specified



unless otherwise provided for in the specifications for the item under consideration.

36. **TERMINATION FOR BREACH:**

In the event that any of the provisions of this Contract are violated by the Contractor or any of their Sub-Contractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such contract and unless within ten (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance whereon within thirty (30) days from the date of mailing to such Surety notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the amount and at the expense of the Contractor and the Contractor and the Contractor's Surety shall be liable to the Owner for any excess cost thereby occasioned by the Owner.

37. **CORRECTION OF WORK AFTER FINAL PAYMENT:**

Neither the final payment nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence or faulty workmanship as otherwise provided in this contract and the Owner shall have all rights and remedies available to it in law and equity.

38. **OWNER'S RIGHT TO DO WORK:**

If the Contractor shall neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three (3) days written notice to the Contractor and the Contractor's Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

39. **FINAL TESTS:**

After completion of the work, the Contractor shall make any and all tests required by Municipal or State regulations and, where so provided in said regulations, shall furnish the Owner with certificates of inspection by the Municipal or State regulation bodies. The Contractor shall also make all test required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the Owner or the public.

40. **CLEANING UP AND FINAL INSPECTION:**

The Contractor shall at all times keep the site of the work free from accumulations of waste material or rubbish caused by their employees or work and at the completion of the work the Contractor shall remove all their rubbish from the above the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors if more than one (1)



is employed on the project in proportion to the amount as shall be determined to be just. The Contractor and Sub-contractors shall not dispose of any waste material or rubbish in an open utility trench or a utility trench that is being backfilled.

On or before completion of the work, the Contractor shall, without charge, tear down and remove all buildings and other structures built by the Contractor for facilitation of the execution of the work, and shall remove all rubbish of all kinds from the grounds, which the Contractor has occupied, and shall leave the work clean and in good condition.

The Contractor shall provide a representative to accompany the Owner in performing a pre-construction inspection of all utility manholes, catch basins and inlets. The Owner shall be responsible for ensuring that said utility structures are free and clear of all dirt and debris prior to the start of construction. During the course of construction the Contractor shall be responsible for any necessary removal of dirt and debris caused by construction activities and shall perform such work within five (5) calendar days after receiving notice from the Owner. If the Contractor fails to perform the work within five (5) calendar days, the Owner may remove the dirt and debris and charge the cost of said removal to the Contractor.

All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work, or any part thereof, approached completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish, at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. The Contractor, at their expense, shall promptly correct any undue leakage of water into the structures that would, in the sole opinion of the Engineer, render the work to be less than first class quality. Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning and repairing, as such is needed, will be given by the Engineer, who at the same time may make a final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

41. **MEASUREMENT OF WORK:**

If the proposal for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the proposal sheet or plan, but no variation will be made in the contract unit prices on that account. No extra or customary measurement of any kind will be allowed in measuring the units of work under this Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.



42. **FINAL ACCEPTANCE OF THE WORK:**

The Contract shall be deemed as having been finally accepted by the Owner, acting through its Engineer, upon final inspection and written notice by the Engineer. Use of part of the improvement by the Owner before completion of the entire project is not to be construed by the Contractor as an acceptance by the Owner of that part so used.

43. **FAILURE TO COMPLETE THE WORK ON TIME (LIQUIDATED DAMAGES):**

Liquidated damages are not applicable. This is a Performance based on contract. Payment shall be made to the Contractor based on the work meeting performance criteria as indicated in the Contract Documents.



PART 3

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STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS APPLICABLE TO THIS WORK AND CONTRACT:

1. The City Code of Batavia, Illinois.
2. "Standard Specifications for Water and Sewer Main Construction in Illinois", (SSWSMC), latest edition.
3. "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation, (SSRBC), latest edition.
4. "Supplemental Specifications and Recurring Special Provisions", Illinois Department of Transportation, latest edition.
5. The attached Illinois Department of Transportation traffic control and protection standards.
6. The Manual on Uniform Traffic Control Devices, latest edition.

In the event of conflict between specifications, the more stringent requirements shall apply. Notify the City Engineer of any conflicts between specifications discovered prior to proceeding with work covered by conflicting specifications. The City Engineer will resolve all conflicts.

Copies of said Standard Specifications are included on the plans and are on file with the City Engineering Department for inspection.

CITY OF BATAVIA
SPECIAL PROVISIONS
NAGEL BASIN CONVERSION PROJECT
City Contract No.: SWC-16-001

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CITY OF BATAVIA
SPECIAL PROVISIONS
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GENERAL

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction” adopted April 1, 2016, (hereafter referred to as the Standard Specifications); the “Manual on Uniform Traffic Control Devices for Streets and Highways” in effect on the date of invitation for bids; and the “Supplemental Specifications and Recurring Special Provisions”, adopted April 1, 2016. In case of conflict with any parts of said specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The Nagel Basin Conversion project is located north of Maves Drive and on the east end of Douglas Road and is accessed via N. Forest Avenue in the City of Batavia, Kane County, Illinois. A location map is shown on the cover sheet of the plan sheets included in Part IV of the Specifications.

DESCRIPTION OF PROJECT

The work will consist of the furnishing of all equipment, materials, labor, and incidentals necessary for Removal of dead cattails and brush, Herbicide and Annual Maintenance, Native Plants Installation, and all other items as implied and/or explicitly indicated in the Contract Documents.

DEFINITION OF TERMS

City: The City of Batavia and its agents and/or representatives.

Engineer: The City of Batavia Engineer or Engineer employed by the City of Batavia or authorized representatives.

Contractor: The individual, firm, partnership, joint venture, or corporation contracting with the City of Batavia for performance of the prescribed work. Only qualified firms shall perform the type of work indicated in the Contract Documents. The criteria used to determine the qualifications of any bidder shall be as follows:

- Minimum of not less than five (5), positive references from other Native planting projects performed during the past three years, from date of bid opening.

All definitions stated in Section 101 of the Standard Specifications shall apply to this contract. When referring to the “Department” or “State” in all IDOT Specifications and Special Provisions, the Contractor should be aware this means the City of Batavia and its agents and/or representatives.

BID SUBMITTAL REQUIREMENTS

The following documents must be included with the submitted bid:

- a. Contract Cover
- b. Invitation to Bid
- c. Bid Proposal
- d. Bid Schedule
- e. Proposal Signature



- f. Bid Guarantee in the amount of 5% of the Bid Amount
- g. Addenda (if applicable)

PERFORMANCE BASED CONTRACT

The Contract plans indicate the Performance Criteria for which the Contractor will be obligated to meet. The City will withhold portions of the lump sum payment as indicated in the payment schedule on Sheet 4 of 4 of the plans.

CONTACTS

City of Batavia is the lead agency for this project during construction. All coordination relating to construction project and operations shall be made through the City of Batavia Engineering Department, Monday through Friday, 7:00 A.M. to 4:00 P.M. at (630) 454-2750.

CONSTRUCTION SCHEDULE

At the preconstruction conference, the Contractor shall meet with the City and the Engineer and present, in writing, a detailed construction schedule. Said schedule shall contain such information as the Engineer deems necessary, including sequencing of streets and dates for the starting and completing construction operations, location of off-site disposal areas, access routes to be used and location of equipment and material storage sites. Once approved, the Contractor must adhere to the schedule so that field markings of all items of work may proceed in advance of actual construction.

The Contractor shall confirm with the Engineer the scheduled commencement of each construction activity **at least three days in advance** to allow for proper notification of residents and motorists (businesses).

It is anticipated that the contract for this work will be approved at the November 7, 2016 City Council Meeting.

MATERIAL STORAGE

The Contractor shall not deliver and store any material on the project site more than one week in advance before commencing with his work. Only non-paved portion of the street may be used for any material storage. Any required pavement repair and parkway restoration, due to the damage because of materials storage, shall be borne by the Contractor and be considered included in the cost of the contract.

CONSTRUCTION NOISE RESTRICTIONS

In order to minimize the effect of construction noise on the area surrounding the improvement the Contractor and his subcontractors shall comply with the following requirements. Any changes to this schedule will not be accepted unless approved by the Engineer.

All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noises. Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards.

Construction operations shall be confined to the daylight hours between 7:00 AM and 7:00 PM, Monday through Saturday. No work of any kind shall be done on Sundays in residential areas unless previously approved by the Engineer. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and



lighting or to construction of an emergency nature. If the Contractor requires additional time to complete a portion of work on a given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, he must receive the approval of the Engineer.

SEQUENCE OF OPERATIONS

The Contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with City Officials, Fire and Police Departments in coordinating interruption to normal traffic, access to businesses, and inconveniences to the public.

APPROVAL OF SUBCONTRACTORS

The Contractor shall provide a list of the intended source of materials and the intended Subcontractor to be used for the project. The City of Batavia shall approve all subcontractors to be used on the project and reserves the right to reject the use of any subcontractor due to past performance or the apparent inability to perform the item of the work required of him.

ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS

The City of Batavia has limited amount of funds available to complete this project. Therefore, the Contractor is herein notified that the City of Batavia reserves the right to reduce and/or omit any items as set forth in the Schedule of Prices section of these Contract Documents.

The City of Batavia reserves the right to alter the plans, or shorten the improvement, add or delete such work as may be necessary, and increase or decrease the quantities of work to be performed to accomplish such changes, including the deduction or cancellation of any 1 or more of the Unit Price items, or cancellation of the Contract.

CONTRACTOR PAYOUTS – REQUIRED SUBMITTALS

Contractor payout requests shall be submitted no more than one time per month, and are required to go through a scheduled City Council Meeting to authorize payment. Change Orders, which would cause the Contract to go above Original Contract Amount, will go through scheduled Committee and Council Meetings for approval.

Payment Process:

1. Quantity approval requirements:
 - a. Quantities will be calculated and submitted and reviewed/approved by the engineer prior to submitting any invoices. Clearly identify the pay item and quantities used.
2. Invoice submittal requirements:
 - a. General invoice for entire project after approval of above.
 - b. Lien Waivers from General Contractor and Subcontractors receiving payments. General Contractor Lien Waiver is required to submit invoice and sub-contractor waivers are preferred at this time as well, but if needed they may be submitted prior to release of check.
3. Payment release requirements:
 - a. Lien Waivers from General Contractor and any Subcontractors receiving payments from subject payout.
 - b. Copies of Certified Payroll for period when work was completed.



c. Sworn Statement from General Contractor.

RESIDENT NOTIFICATIONS

The Contractor shall be responsible to notify the City at least 48 hours, but not more than 72 hours, prior to commencement of work for the City to deliver notification letters to all residents adjacent to the subject project affected by the construction (herbiciding, stabilization of shoreline and planting of native plants; construction entrances).

The Contractor shall be responsible for posting suitable advance notice on scheduled to be closed streets, if necessary, during working hours at least 24 hours, but not more than 48 hours, prior to commencement of work. "No Parking" signs displaying construction times shall be placed on roadways 48 hours prior to placement of utility materials. All such notices shall be removed by the Contractor immediately upon the completion of work. This work shall be included in the cost of the contract.

USE OF FIRE HYDRANTS

City water for construction purposes will be available to the Contractor at his cost, according to the fees and rates in effect at the time of usage. The contractor will use water only from a fire hydrant approved by the Public Works Department - Water Division. The contractor shall apply to the Public Works Department – Water Division for usage of a meter in accordance with Department regulations. Meters are available at the Public Works Department located at 200 N. Raddant Road, Batavia, IL 60510; phone 630-454-2450.

CONTRACTOR MOBILIZATION

"This Contract contains no provisions for Contractor Mobilization"; Mobilization is considered included in the cost of this contract.

DUST CONTROL

Dust control shall be considered included in the cost of the contract.

DISPOSAL OF DEBRIS, EXCESS MATERIALS & EXCAVATED OR REMOVED MATERIALS

The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, or debris generated in the course of the work. Removal and disposal of surplus, unstable, and unsuitable materials and organic waste shall follow Section 202 of the standard specifications. All removal or excavation items being disposed of at a landfill or clean construction and demolition debris (CCDD) fill site shall meet the requirements of Public Act 96-1416 and Section 107 of the standard specifications. All costs associated with meeting these requirements shall be included in the unit price cost for the associated removal or excavation items in the contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed professional engineer, and State or Local tipping fees.

"The contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil; the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."



The contractor shall load the removed pieces of curb and gutter, sidewalk, driveway and street pavements, etc., directly onto trucks, haul it away, and dispose of it. The temporary storing of excavated materials on the parkways, and rehandling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The City will not provide for one. The stockpiling of excavated or backfill material within the roadway overnight shall not be permitted.

INVESTIGATION OF CONDITIONS

Bidders are required to submit their proposals upon the express condition that they have noted the site of the proposed work and are fully acquainted with work to be performed under this contract. The contractors are expected to make their estimates of the facilities needed and the difficulties attending the execution of proposed contract, including local conditions, availability of labor, weather and other contingencies. In no event will the Local Sponsors assume any responsibility whatever for interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint themselves with all available information concerning these conditions will not relieve the successful bidder from responsibility for estimating difficulties and costs of successfully performing and completing the work.

LIMITS OF REMOVAL

All pay items for removal and replacement must be field measured and marked by the Engineer prior to construction. No payment will be made for any items of work which have been removed and/or replaced without having been field measured and marked by the Engineer. Repairs to asphalt and concrete driveways damaged by contractor not specifically listed in this contract will be considered included. No additional payment will be made for removal and/or replacement beyond field markings unless specifically authorized by the Engineer.

RESTORATION

After removing the forms, and within three (3) working days, the contractor shall backfill to match existing grades with pulverized topsoil. This also includes all driveway repairs and street patching. (NOTE: Matching existing grades of the new sidewalk can extend up to 4' of pulverized topsoil, seed and hydro-mulch) Areas damaged by contractor during the removal process shall be repaired at the contractor's expense as stated above. The pulverized topsoil shall be graded, compacted to prevent settlement and raked smooth prior to seed and hydro-mulch.

SITE CONSTRUCTION

The following Special Provisions apply to the Nagel Basin Conversion Project, including native planting plans and specifications identified in the plans entitled *City of Batavia Nagel Basin Conversion* plans and dated 09-13-2016.

SP-1 REMOVAL AND DISPOSAL OF SURFACE TRASH

DESCRIPTION: This work will include hand-removal of general litter materials including plastics and foam products and other materials that have blown-in or floated into the basin. All trash shall be removed from the project site and disposed of as allowed by state and local laws and regulations.

SCHEDULE: Trash shall be removed prior to mowing and seedbed preparation.



BASIS OF PAYMENT: This work will be paid for at the contract unit price per cubic yard for the removal and disposal of surface trash. Payment will include the cost of all labor and disposal needed to complete the work specified herein and to the satisfaction of the Engineer or Ecologist.

SP-2 REMOVAL AND DISPOSAL OF CATTAIL DEBRIS

DESCRIPTION: This work will include removal or finely mulching cattail debris to provide acceptable growing conditions for seed growth. All debris shall be deposited at an approved site that accepts organic material OR all debris shall be finely mulched and spread thinly above elevation 710.

SCHEDULE: Trash shall be removed prior to mowing and seedbed preparation.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per cubic yard for removal and disposal of cattail debris. Payment will include the cost of all labor and disposal needed to complete the work specified herein and to the satisfaction of the Engineer or Ecologist.

SP-3 EROSION CONTROL BLANKET

DESCRIPTION: Erosion control blanket is only required if work disturbs or exposes soil and soil erosion is possible. Deep tilling and removal of organic matter will require erosion control blanket, however, drill seeding and light raking methods that keep soil disturbance may not require erosion control blanket. The contractor is responsible for maintaining the stability of the basin slopes throughout the project and shall determine the need for erosion control blanket.

The work, if necessary, includes the transporting and placing 100% biodegradable erosion control blanket over areas subject to soil erosion. The blanket shall be a machine-produced knitted straw mat produced of 100% clean, weed free agricultural straw. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the blanket. The blanket shall be covered on top and bottom sides with a 100% biodegradable woven natural organic fiber netting such as North American Green S150BN or equal. No plastic netting will be allowed. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine stands to form an approximate 0.50 x 1.0 (1.27 x 2.54 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches (5-12.5cm) from the edge) as an overlap guide for adjacent mats.

SCHEDULE: Erosion control blanket shall be installed within 24 hours of seeding.

Costs for erosion control blanket shall be included in the cost for Native Seeding. All work areas shall be stable within 24 hours of seeding before payment of seeding/blanketing costs.

BASIS OF PAYMENT: This work will not be paid for separately, but shall be included in the contract lump sum price for Native Seeding. Payment will include the cost of all material and labor needed to complete the work specified herein and to the satisfaction of the Engineer or Ecologist.



SP-4 NATIVE SEEDING

DESCRIPTION: This work shall consist of preparing the seed bed and placing the seed in zone areas as shown in the plans.

The Contractor shall notify the Ecologist at least 48 hours prior to the seeding day for observation purposes. Copies of all seed material packing lists must be provided at that time. The Contractor may at his discretion depending the type of equipment to be used mow the area prior to seeding. The mowing work will not be paid for separately but shall be included in the contract price for native seeding.

The seed mixes shall be supplied in separate bags for the three planting zones: Emergent, wet/mesic prairie, and woodland. All native seed species will be local genotype and verified that original seed collection source will be from within a radius of 150 miles from Kane County. The prairie and woodland seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required. Fertilizer containing phosphorus is prohibited. Fertilizer may not be used below basin elevation 714.

Seeding Mixtures (in Pure Live Seed):

Emergent Seed Mix

Temporary Cover:		
Scientific Name	Common Name	LBS/Acre
<i>Agrostis alba</i>	Redtop	0.50
<i>Avena sativa</i>	Seed oats	22.50
<i>Lolium multiflorum</i>	Annual rye	6.00
		29.00
Permanent Grasses:		
Scientific Name	Common Name	LBS/Acre
<i>Eleocharis obtusa</i>	Blunt spike rush	0.19
<i>Juncus effusus</i>	Common rush	0.19
<i>Leersia orzyoides</i>	Rice cut grass	0.25
<i>Scirpus acutus</i>	Hard-stemmed bulrush	0.20
<i>Scirpus fluviatilis</i>	River bulrush	0.10
<i>Scirpus validus creber</i>	Great bulrush (softstem)	0.38
		1.30
Forbs:		
Scientific Name	Common Name	LBS/Acre
<i>Alisma subcordatum</i>	Common water plantain	0.75
<i>Mimulus ringens</i>	Monkey flower	0.15
<i>Penthorum sedoides</i>	Ditch stonecrop	0.15
<i>Polygonum pennsylvanicum</i>	Smartweed	0.40
<i>Sagittaria latifolia</i>	Common arrowhead	0.50
<i>Sparganium eurycarpum</i>	Common bur reed	0.70
		2.65



Wet to Mesic Prairie Seed Mix

Temporary Cover:		
Scientific Name	Common Name	LBS/Acre
<i>Agrostis alba</i>	Redtop	1.000
<i>Avena sativa</i>	Seed oats	28.000
<i>Elymus canadensis</i>	Canada wild rye	3.000
<i>Lolium multiflorum</i>	Annual rye	5.000
<i>Phleum pratense</i>	Timothy	2.000
		36.000
Permanent Grasses:		
Scientific Name	Common Name	LBS/Acre
<i>Andropogon gerardii</i>	Big Bluestem	0.350
<i>Panicum virgatum</i>	Switch Grass	0.250
<i>Sorghastrum nutans</i>	Indian grass	0.250
<i>Spartina pectinata</i>	Prairie Cord Grass	0.200
		1.050
Forbs:		
Scientific Name	Common Name	LBS/Acre
<i>Aster novae-angliae</i>	New England aster	0.031
<i>Asclepias sullivantii</i>	Prairie Milkweed	0.063
<i>Baptisia leucantha</i>	White indigo	0.125
<i>Camassia scilloides</i>	Wild Hyacinth	0.063
<i>Cassia fasciculata</i>	Partridge Pea	0.188
<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.188
<i>Helenium autumnale</i>	Sneezeweed	0.031
<i>Lespedeza capitata</i>	Roundhead Bushclover	0.188
<i>Liatris pycnostachya</i>	Prairie Blazingstar	0.313
<i>Liatris spicata</i>	Marsh Blazingstar	0.188
<i>Monarda fistulosa</i>	Prairie bergamot	0.016
<i>Parthenium integrifolium</i>	Wild quinine	0.313
<i>Petalostemum candidum</i>	White Prairie Clover	0.125
<i>Petalostemum purpureum</i>	Purple Prairie Clover	0.188
<i>Physostegia virginiana</i>	False Dragonhead	0.063
<i>Pycnanthemum virginiana</i>	Mountain Mint	0.016
<i>Ratibida pinnata</i>	Yellow Coneflower	0.250
<i>Rudbeckia hirtia</i>	Black-eyed susan	0.188
<i>Silphium laciniatum</i>	Compass Plant	0.188
<i>Silphium perfoliatum</i>	Cup Plant	0.125
<i>Silphium terebinthinaceum</i>	Prairie Dock	0.125
<i>Solidago rigida</i>	Stiff Goldenrod	0.125
<i>Vernonia fasciculata</i>	Common ironweed	0.188
<i>Veronicastrum virginicum</i>	Culver's Physic	0.063
<i>Zizia aurea</i>	Golden Alexanders	0.031
		3.382



Woodland Seed Mix

Temporary Cover:		
Scientific Name	Common Name	LBS/Acre
<i>Avena sativa</i>	Seed oats	32.000
<i>Lolium multiflorum</i>	Annual rye	4.000
		36.000
Permanent Grasses, Sedges, & Rushes:		
Scientific Name	Common Name	LBS/Acre
<i>Andropogon gerardii</i>	Big Bluestem Grass	1.00
<i>Andropogon scoparius</i>	Little Bluestem Grass	2.00
<i>Bouteloua curtipendula</i>	Side-oats Grama	2.00
<i>Bromus pubescens</i>	Woodland Brome	0.031
<i>Carex sp.</i>	Woodland Sedge Species	0.062
<i>Elymus canadensis</i>	Canada wild rye	1.500
<i>Elymus villosus</i>	Silky Wild Rye	2.000
<i>Elymus virginicus</i>	Virginia Wild Rye	2.000
<i>Festuca obtusa</i>	Nodding Fescue	0.016
<i>Glyceria striata</i>	Fowl Manna Grass	0.062
<i>Juncus sp.</i>	Various Rush Species	0.062
		10.733
Forbs:		
Scientific Name	Common Name	LBS/Acre
<i>Agastache scrophulariaefolia</i>	Purple Hyssop	0.016
<i>Anemone virginiana</i>	Anemone	0.031
<i>Aquilegia canadensis</i>	Columbine	0.006
<i>Aster shortii</i>	Short's Aster	0.061
<i>Baptisia leucantha</i>	White indigo	0.125
<i>Echinacea purpurea</i>	Purple coneflower	0.500
<i>Hypericum pyramidatum</i>	Great St. John's Wort	0.016
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.016
<i>Penstemon digitalis</i>	Foxglove Beardtongue	0.016
<i>Polygonatum canaliculatum</i>	Smooth Solomon's Seal	0.016
<i>Pycnanthemum pilosum</i>	Hairy Mt. Mint	0.016
<i>Ratibida pinnata</i>	Yellow Coneflower	0.125
<i>Rosa blanda</i>	Early Wild Rose	0.031
<i>Rudbeckia triloba</i>	Brown-eyed susan	0.250
<i>Seymeria macrophylla</i>	Mullein Foxglove	0.016
<i>Silphium integrifolium</i>	Rosinweed	0.125
<i>Smilacina racemosa</i>	Feathery False Solomon's Seal	0.006
<i>Teacrium canadense</i>	Germander	0.062
<i>Tradescantia ohioensis</i>	Ohio Spiderwort	0.032
		1.466

BASIS OF PAYMENT: This work will be paid for at the contract unit price per acre for Native Seeding. Payment will include the cost of all material and labor needed to complete the work specified herein including Erosion Control Blanket and to the satisfaction of the Engineer or Ecologist.

SP-5 HERBICIDE TREATMENTS

DESCRIPTION: This work shall consist of the application of a non-selective, non-residual, post emergent herbicide to kill existing weedy vegetation in and around the basin prior to native seeding and during native vegetation maintenance work over a period of three years. One application shall consist of the application of herbicide to all invasive species on the entire project site, regardless of the number of trips to the site required to complete the application.



MATERIALS: The non-selective and non-residual (Wetland) herbicide shall have a formulation in which contains glyphosate as the primary active ingredient and shall consist of the manufacturer's specific formulation at the time of intended application. The approved herbicide provided must be proven to be effective on the target vegetation species as identified by the Engineer or Ecologist.

The Contractor shall submit a certificate, including the following, prior to starting work:

- The chemical names of the compound and the percentage by weight of the ingredients which must match the above specified formulation.
- A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal spraying conditions.
- A statement that the herbicide, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
- A statement describing supplemental products proposed for use when the manufacturer of the herbicide requires that surfactants, drift control agents, or other additives be used with the product. These tank mix additives shall be used as specified by the manufacturer. Required additives will not be paid for separately.

All material shall be brought to the spray area in the original, unopened containers supplied by the manufacturer. The herbicide formulation must be approved to use in or near water.

APPLICATION RATE: The non-selective and non-residual herbicide shall be applied according to the label instructions.

Water for dilution of the mixture will not be paid for separately.

METHOD OF MEASUREMENT: Weed Control, Non-selective and Non-Residual herbicide will be measured per application on all invasive plant species.

BASIS OF PAYMENT: Weed Control, Non-selective and Non-Residual will be paid at the contract unit price per each application for HERBICIDE TREATMENTS. Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for Herbicide Treatments, and no additional compensation will be allowed.

SP-6 SPECIAL HIGH MOWING

DESCRIPTION: This work will include up to six (6) specialized high mowing's during the first two (2) years as needed for seedbed preparation and weed control as determined necessary by the contractor or as directed by the City Engineer or Ecologist. A flail-type mower that cuts at a height of 6-8 inches shall be used.

SCHEDULE: Mowing can begin when the contract is awarded and site conditions permit. Three or four mows may be necessary the first season, and two cuttings during the second season, depending on site conditions.

METHOD OF MEASUREMENT: Mowing will be measured per occurrence.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per each occurrence for SPECIAL HIGH MOWING. Payment will include the cost of all equipment and labor



needed to complete the work specified herein and to the satisfaction of the City Engineer or Ecologist.

SP-7 WATERING

DESCRIPTION: This work will include watering seeding areas as necessary to prevent desiccation of seed and seedlings as determined by the contractor and approved by the City Engineer or Ecologist.

SCHEDULE: Watering will only begin after the successful seeding of the basin and during the plant establishment period (0-12 months).

Watering must be completed in a timely manner. A minimum of 3,000 gal/units of water per application must be applied until the seedlings are established. Damage to plant material that is a result of the Contractor's failure to water in a timely way must be repaired or replaced at the Contractor's expense.

SOURCE OF WATER: The Contractor shall notify the City Engineer or Ecologist of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth or water quality.

RATE OF APPLICATION: As necessary to prevent desiccation of seedlings.

METHOD OF APPLICATION: A spray nozzle that does not dislodge soil particles or damage small plants must be used when watering cover crop and native plants. Water shall trickle slowly into soil and soak the root zone.

METHOD OF MEASUREMENT: Watering will be measured in units of 1000 gallons (3,785 liters) of water applied as directed.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per unit of WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

-End-



PART IV

Nagel Basin Conversion Project Plans.....Sheets 1 - 4



LEGEND

- ① Site access - N. Forest Ave. Contact City for removal of guard rail and installation of temporary barrier
- ② Woodland planting zone (shade-tolerant seeding area with forbs)
- ③ No tree pruning. Restore vegetation to tree dripline
- ④ Control *Salix* shrubs. Treat with approved herbicide
- ⑤ Acceptable plants - minimize disturbance
- ⑥ No work under utility lines - do not disturb existing lawn
- ⑦ Prairie seeding zone (Wet to mesic prairie plants)
- ⑧ Emergent zone restoration area (cattail debris removal and seeding)

Quantities

ITEM NO.	DESCRIPTION	TOTAL QUANTITY
1	REMOVAL AND DISPOSAL OF SURFACE TRASH	3 cu.yd
2	REMOVAL AND DISPOSAL OF CATTAIL DEBRIS*	50 cu.yd
3	NATIVE SEEDING (EMERGENT, WET/MESIC PRAIRIE, WOODLAND) 3 acre	3 acre
4	HERBICIDE TREATMENTS (YR 1-3)	9
5	SPECIAL HIGH MOWING (YR 1: 3 to 4 cuttings; YR 2: 2 cuttings)	6
6	WATERING (YR 1) (1,000 gal/unit)	12

* Fine mulching of dry cattail debris is permitted if replaced above elevation 711 and less than 1" deep.

Emergent Seed Mix

Temporary Cover:		
Scientific Name	Common Name	LBS/Acre
<i>Agrostis alba</i>	Redtop	0.50
<i>Avena sativa</i>	Seed oats	22.50
<i>Lolium multiflorum</i>	Annual rye	6.00
		29.00
Permanent Grasses:		
Scientific Name	Common Name	LBS/Acre
<i>Eleocharis obtusa</i>	Blunt spike rush	0.19
<i>Juncus effusus</i>	Common rush	0.19
<i>Leersia orzyoides</i>	Rice cut grass	0.25
<i>Scirpus acutus</i>	Hard-stemmed bulrush	0.20
<i>Scirpus fluviatilis</i>	River bulrush	0.10
<i>Scirpus validus creber</i>	Great bulrush (softstem)	0.38
		1.30
Forbs:		
Scientific Name	Common Name	LBS/Acre
<i>Alisma subcordatum</i>	Common water plantain	0.75
<i>Mimulus ringens</i>	Monkey flower	0.15
<i>Penthorum sedoides</i>	Ditch stonecrop	0.15
<i>Polygonum pennsylvanicum</i>	Smartweed	0.40
<i>Sagittaria latifolia</i>	Common arrowhead	0.50
<i>Sparganium eurycarpum</i>	Common bur reed	0.70
		2.65

Wet to Mesic Prairie Seed Mix

Temporary Cover:		
Scientific Name	Common Name	LBS/Acre
<i>Agrostis alba</i>	Redtop	1.000
<i>Avena sativa</i>	Seed oats	28.000
<i>Elymus canadensis</i>	Canada wild rye	3.000
<i>Lolium multiflorum</i>	Annual rye	5.000
<i>Phleum pratense</i>	Timothy	2.000
		36.000
Permanent Grasses:		
Scientific Name	Common Name	LBS/Acre
<i>Andropogon gerardii</i>	Big Bluestem	0.350
<i>Panicum virgatum</i>	Switch Grass	0.250
<i>Sorghastrum nutans</i>	Indian grass	0.250
<i>Spartina pectinata</i>	Prairie Cord Grass	0.200
		1.050
Forbs:		
Scientific Name	Common Name	LBS/Acre
<i>Aster novae-angliae</i>	New England aster	0.031
<i>Asclepias sullivantii</i>	Prairie Milkweed	0.063
<i>Baptisia leucantha</i>	White indigo	0.125
<i>Camassia scilloides</i>	Wild Hyacinth	0.063
<i>Cassia fasciculata</i>	Partridge Pea	0.188
<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.188
<i>Helenium autumnale</i>	Sneezeweed	0.031
<i>Lespedeza capitata</i>	Roundhead Bushclover	0.188
<i>Liatris pycnostachya</i>	Prairie Blazingstar	0.313
<i>Liatris spicata</i>	Marsh Blazingstar	0.188
<i>Monarda fistulosa</i>	Prairie bergamot	0.016
<i>Parthenium integrifolium</i>	Wild quinine	0.313
<i>Petalostemum candidum</i>	White Prairie Clover	0.125
<i>Petalostemum purpureum</i>	Purple Prairie Clover	0.188
<i>Physostegia virginiana</i>	False Dragonhead	0.063
<i>Pycnanthemum virginiana</i>	Mountain Mint	0.016
<i>Ratibida pinnata</i>	Yellow Coneflower	0.250
<i>Rudbeckia hirtia</i>	Black-eyed susan	0.188
<i>Silphium laciniatum</i>	Compass Plant	0.188
<i>Silphium perfoliatum</i>	Cup Plant	0.125
<i>Silphium terebinthinaceum</i>	Prairie Dock	0.125
<i>Solidago rigida</i>	Stiff Goldenrod	0.125
<i>Vernonia fasciculata</i>	Common ironweed	0.188
<i>Veronicastrum virginicum</i>	Culver's Physic	0.063
<i>Zizia aurea</i>	Golden Alexanders	0.031
		3.382

Woodland Seed Mix

Temporary Cover:		
Scientific Name	Common Name	LBS/Acre
<i>Avena sativa</i>	Seed oats	32.000
<i>Lolium multiflorum</i>	Annual rye	4.000
		36.000
Permanent Grasses, Sedges, & Rushes:		
Scientific Name	Common Name	LBS/Acre
<i>Andropogon gerardii</i>	Big Bluestem Grass	1.00
<i>Andropogon scoparius</i>	Little Bluestem Grass	2.00
<i>Bouteloua curtipendula</i>	Side-oats Grama	2.00
<i>Bromus pubescens</i>	Woodland Brome	0.031
<i>Carex sp.</i>	Woodland Sedge Species	0.062
<i>Elymus canadensis</i>	Canada wild rye	1.500
<i>Elymus villosus</i>	Silky Wild Rye	2.000
<i>Elymus virginicus</i>	Virginia Wild Rye	2.000
<i>Festuca obtusa</i>	Nodding Fescue	0.016
<i>Glyceria striata</i>	Fowl Manna Grass	0.062
<i>Juncus sp.</i>	Various Rush Species	0.062
		10.733
Forbs:		
Scientific Name	Common Name	LBS/Acre
<i>Agastache scrophulariaefolia</i>	Purple Hyssop	0.016
<i>Anemone virginiana</i>	Anemone	0.031
<i>Aquilegia canadensis</i>	Columbine	0.006
<i>Aster shortii</i>	Short's Aster	0.061
<i>Baptisia leucantha</i>	White indigo	0.125
<i>Echinacea purpurea</i>	Purple coneflower	0.500
<i>Hypericum pyramidatum</i>	Great St. John's Wort	0.016
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.016
<i>Penstemon digitalis</i>	Foxglove Beardtongue	0.016
<i>Polygonatum canaliculatum</i>	Smooth Solomon's Seal	0.016
<i>Pycnanthemum pilosum</i>	Hairy Mt. Mint	0.016
<i>Ratibida pinnata</i>	Yellow Coneflower	0.125
<i>Rosa blanda</i>	Early Wild Rose	0.031
<i>Rudbeckia triloba</i>	Brown-eyed susan	0.250
<i>Seymeria macrophylla</i>	Mullein Foxglove	0.016
<i>Silphium integrifolium</i>	Rosinweed	0.125
<i>Smilacina racemosa</i>	Feathery False Solomon's Seal	0.006
<i>Teacrium canadense</i>	Germander	0.062
<i>Tradescantia ohioensis</i>	Ohio Spiderwort	0.032
		1.466



**Planting Specifications
Part I. General**

I. Description of Work

- A. Provide trash removal, seeding, and 3-yr vegetation maintenance as shown on the drawings or inferable therefrom and/or as specified in accordance with the requirements of the Contract Documents, to meet established **Performance Criteria** for vegetation establishment (See Acceptance -Part 3. Sec. II. D).
- B. Complete chemical treatments (herbicide) on non-native vegetation and woody growth including existing weedy ground cover and woody plants as shown on the drawings or inferable there from and/or as specified in accordance with the requirements of the Contract Documents.
- C. Protection of existing features. During work, protect all City and residential properties, existing water course, structures, roadway, utilities and other site features.

II. Applicable Standards

- A. *American Standard for Nursery Stock, ANSI Z60.1* . American Nursery and Landscape Association, 1250 Eye Street. NW, Suite 500, Washington, D.C. 2005.
- B. *Illinois Urban Manual* - Current Practice Standards for Erosion Control
- C. All standards shall include the latest additions and amendments as of the date of advertisement for bids

III. Qualifications

- A. Landscape planting and related work shall be performed by a firm with a minimum of five years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be approved by the City of Batavia.

IV. Requirements of Regulatory Agencies

- A. Certificates of inspection shall accompany the invoice for each shipment of seed and plants as may be required by law for transportation. File certificates with the project ecologist or landscape architect prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

V. Submittals

- A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified.
- B. Nursery Sources: Submit a list of all nurseries that will supply seed, along with a list of the seed they will provide and the location of the nursery. All seed must be obtained from a source within 200 miles of the work area, unless otherwise approved by the project architect or ecologist or City.

VI. Planting Season

- A. Planting shall be done within the following dates:
Native ground cover: May 24 to June 14.

Variance: If special conditions exist that warrant a variance in the above planting dates, a written request shall be submitted to the landscape architect or project ecologist stating the special conditions and the proposed variance. Permission for the variance will be given if warranted in the opinion of the landscape architect/ecologist. Any variance in the planting season will not affect the guarantee period.

VII. Utility Verification

The contractor shall be responsible for locating all utilities in the area of work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

Part 2. Materials

I. Seed

- A. Seed shall be true to species and variety specified.
 - 1. All names and descriptions shall be as defined in *Hortus Third*.
 - 2. Unless approved by the landscape architect/ecologist, seed shall have been grown at a latitude not more than 200 miles north or south of the latitude of the project unless the provenance of the plant can be documented to be compatible with the latitude and cold hardiness zone of the planting location.
 - 3. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect or project ecologist and The City of Batavia. If proof is submitted in writing that seed specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
 - 4. The contractor shall ensure that all plant materials shown on the drawings, and seed bed preparation for the plant materials, are included in his or her bid.

II. Herbicide Treatment

- A. Herbicide applications must follow applicable laws and regulations.
- B. Herbicide shall be selected by a licensed applicator and applied by a licensed applicator or operator.
- C. Herbicide used in the Emergent Zone shall be approved for use in aquatic habitats.

III. Mowing

- A. Mowing is necessary to control weed growth during the first and second growing seasons. When the average plant height is 10-12 inches tall, mowing is required at a height of 6-8 inches. Three or four mows may be necessary the first season, and two cuttings during the second season, depending on site conditions.
- B. Mowing shall be performed using a flail-type or brush hog mower.

Part 3. Execution & Acceptance

I. Planting Operations

- A. Watering: Contractor shall irrigate as required to maintain vigorous and healthy growth. Overwatering or flooding shall not be allowed. The contractor shall monitor, adjust, and use existing irrigation facilities, if available, and furnish any additional material, equipment, or water to ensure adequate irrigation.
- B. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. The contractor may have to transport water from ponds or other sources, at no additional expense to the owner when irrigation systems are unavailable.

II. Acceptance

- A. The landscape architect or project ecologist shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
- B. Acceptance of plant material shall be for general conformance to character and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
- C. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the City, the City shall certify in writing that the work has been accepted.

Final acceptance shall not be granted until Performance Criteria are met.

D. Performance Criteria

- 1. All vegetated zones shall achieve ninety percent (90%) cover, with no bare areas larger than 0.25 sq. meter.
- 2. Remove cattail debris preventing growth of emergent vegetation.
- 3. No vegetated zone shall be dominated or contain cumulatively more than twenty five percent (25%) cover of invasive plants including but not limited to the following species: sandbar willow (*Salix* spp.), buckthorn (*Rhamnus* spp.), reed canary grass (*Phalaris arundinacea*), purple loosestrife (*Lythrum salicaria*), sweet clover (*Melilotus* spp.), ragweed (*Ambrosia* spp.), or giant reed (*Phragmites australis*). Cattail (*Typha* spp.) shall be considered an acceptable species in the emergent zone.
- 4. At the end of the third growing season, the slopes around the basin shall have achieved fifty percent (50%) cover by native species listed on the approved planting list.

III. Acceptance in Part

- A. Work may be accepted in parts when the City deems that practice to be complete and not subject to additional work. Approval must be given in writing by the City to the contractor verifying that the work is to be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

IV. Final Inspection and Final Acceptance

- A. Upon written request of the contractor, the City landscape architect or project ecologist will inspect all work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect or project ecologist at that time, the landscape architect/ecologist shall certify, in writing, that the project has met Performance Standards and should receive final acceptance by the City.

V. Payment

- A. Payment shall be made to the contractor as follows:
 - 50 percent of the contract sum upon installation of the native seed and 20% at the end of the first growing season.
 - 20 percent after herbicide treatments at the end of the second growing season.
 - 10 percent after Performance Criteria have been met and third-year herbicide treatments are complete.

Additional Notes:

- The contractor shall give the City three (3) working days notice prior to the commencement of work.
- Any soil, mud or debris tracked or deposited onto the street shall be removed prior to the end of the work day.
- Neither the City nor its consultant shall assume any of the responsibilities of the contractor's superintendent or of subcontractors. Additionally, neither the City, nor its consultant shall advise on, or issue directions concerning, aspects of restoration means, methods, techniques, sequences or procedures, or safety precautions and/or programs in connection with the work.
- The contractor is responsible for locating public and private utilities. The contractor shall take due care to protect any utilities which may be affected by the work. Any damage to existing utilities shall be repaired at the contractor's expense.
- The contractor shall adhere to sediment and erosion control guidelines and specifications contained in the Illinois Urban Manual and the City of Batavia Storm Water Ordinance and the City of Batavia Design Manual.
- Basin slopes are to remain stable during seedbed preparation work. Tilled or otherwise exposed soil must be protected with a biodegradable erosion control blanket.
- Costs for predator barriers and erosion blanket (if any) shall be included in the cost and not incidental.
- The contractor is responsible for repairing erosion rills or gullies that form during the course of the project.
- The contractor shall restore the access route, restoring ruts and compacted soils.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-86-R**

**AUTHORIZING EXECUTION OF LEASE AGREEMENTS FOR OFFICE SPACE,
GARAGE/WAREHOUSE SPACE AND VACANT LAND WITH BEI PROPERTIES**

WHEREAS, the City of Batavia is currently planning for improvements to its wastewater treatment plant; and

WHEREAS, temporary office space, garage/warehouse space and vacant land will be needed to accommodate ongoing operations and facilitate construction;

WHEREAS, the City has identified suitable spaces and vacant land located in close proximity to the wastewater treatment plant;

WHEREAS, BEI Properties is the owner of the spaces/land and is willing to lease said spaces/land to the City at rates which are competitive with the surrounding market;

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: That the Mayor and City Clerk are hereby authorized to execute lease agreements with BEI Properties for office space, garage/warehouse space and vacant land

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 7th day of November, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 7th day of November, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Christine Simkins, Deputy City Clerk