

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

Committee of the Whole Agenda
Tuesday, September 25, 2018
7:00 PM Council Chambers 1st Floor

1. Roll Call
2. Approve Minutes For September 11 And September 18, 2018

Documents:

[COW 9-11-18M.PDF](#)
[COW 9-18-18M.PDF](#)

3. Items Removed/Added/Changed
4. Matters From The Public (For Items NOT On Agenda)
5. Discussion: Giese Road Construction (LN) PU
6. Resolution-112-R: Employment Agreement (WB 9/25/18) GS

Documents:

[RES 18-112-R AMENDING THE EMPLOYMENT AGREEMENT FOR THE CITY ADMINISTRATOR.PDF](#)

7. Discussion: Strategic Action Plan (LN) GS

Documents:

[ACTION PLAN 2019-2021 STRATEGIC PLAN 2018-09-21.PDF](#)

8. Project Status
9. Other
10. Adjournment

MINUTES
September 11, 2018
Committee of the Whole
City of Batavia

Please **NOTE:** These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. They are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. They may not reference some of the individual attendee's comments, nor the complete comments if referenced.

Chair Brown called the meeting to order at 7:00pm.

1. Roll Call

Members Present: Chair Brown; Ald. Atac (entered at 8:32pm), Stark, Chanzit, Wolff (entered at 7:01pm), Salvati, O'Brien, Callahan, Malay, Cerone (entered at 7:32pm), and McFadden

Members Absent: Aldermen Russotto, Meitzler, Uher

Also Present: Chief Eul, Batavia Police Department; Mayor Schielke (entered at 7:11pm); Laura Newman, City Administrator; Wendy Bednarek, Director of Human Resources; Gary Holm, Director of Public Works (entered at 8:32pm); Scott Buening, Director of Community Development; Andrea Podraza, Senior Civil Engineer; Chris Aiston, Economic Development Consultant; Jeff Albertson, Building Commissioner; Rahat Bari, City Engineer; Timothy Grimm, Engineer; Joel Strassman, Planning and Zoning Officer; and Jennifer Austin-Smith, Recording Secretary

2. Approve Minutes for August 28, 2018

Motion: To approve the minutes for August 28, 2018
Maker: Chanzit
Second: Stark
Voice Vote: 8 Ayes, 0 Nays, 6 Absent
Motion carried.

3. Items to be Removed/Added/Changed

Agenda item number thirteen was moved up for discussion after agenda item number eight. There was no objection from the Committee.

*Wolff entered the meeting at 7:01pm.

4. Matters from the Public (For Items NOT on Agenda)

There were no matters from the public for items not on the agenda.

5. Approval: Class D-1 Liquor License –Riverside Pizza & Pub (DE 9/7/18) GS

McFadden overviewed the memo for the Committee.

Motion: To recommend to Council approval of Class D-1 Liquor License – Riverside Pizza & Pub (DE 9/7/18) GS
Maker: Wolff
Second: Salvati
Voice Vote: 9 Ayes, 0 Nays, 5 Absent
Motion carried.

6. Resolution 18-105-R: Awarding a Grant under the Downtown Improvement Grant Program for 129 S. Batavia Ave., John Happel (CA 9/4/18) GS

Chris Aiston stated that this application includes a lot of items that the Downtown Improvement Grant was developed for including: private investment in rehabbing a historic building, preservation of a historic building, bringing in a new business to the downtown, and bringing in new residences into the downtown. Aiston stated that the Council should feel very good about this particular project and Aiston personally supports this grant. Aiston stated that not including purchase price, Mr. Happel would be putting in \$300,000 towards the building improvements. All in, the City would be supporting the applicant with \$40,000 for this multi-phase project.

John Happel, 129 South Batavia Avenue, addressed the Committee. He overviewed the improvements he is doing to the historic building in downtown Batavia: new plumbing, new roof, leveled floors, tuck-point the inside and outside of the building, new windows, new storefront and doors, new flooring, new kitchens in the apartments, and his wife's art studio in the downstairs gallery area. Happel stated that the last thing they plan on doing to the building is to put a porch on the back sometime next year. He hopes that the interior and exterior will be completed in the winter.

Motion: To recommend to Council approval of Resolution 18-105-R: Awarding a Grant under the Downtown Improvement Grant Program for 129 S. Batavia Ave., John Happel
Maker: McFadden
Second: Stark
Voice Vote: 9 Ayes, 0 Nays, 5 Absent
Motion carried.

7. Resolution 18-106-R: Awarding a Grant under the Façade Grant Program for 129 S. Batavia Ave., John Happel (CA9/4/18) GS

Motion: To recommend to Council approval of Resolution 18-106-R: Awarding a Grant under the Façade Grant Program for 129 S. Batavia Ave., John Happel
Maker: McFadden
Second: Stark
Voice Vote: 9 Ayes, 0 Nays, 5 Absent
Motion carried.

8. Discussion: Dam Ownership (Bruce L. Goldsmith, Dykema) (LN 9/7/18) GS

Bruce L. Goldsmith, attorney, addressed the Committee. He reported on the history of the dam. He stated that in 1835 the dam was built by the VanNortwick family in order to run a mill. Historically, nothing happens to the dam until 1904 where, at that point, a different group of companies (three mill companies, a wagon manufacturer and a pub company) enter into an agreement to maintain the dam. The early history of the dam has the dam being used for some kind of commercial purpose. Nothing significantly happens in the legal perspective until 1975. In 1975 the City had the opportunity to have the dam rebuilt. In order to get the dam rebuilt the City had to gain ownership of the dam and was able to receive funding from the State of Illinois to construct the dam. There is no history of a permit being issued for the dam. The dam was rebuilt and in order for that to happen there were nine property owners, including the Batavia Park District, that transferred ownership of interest in the dam to the City. As a way of history, the dam was always described at various legal transfers of title. In 1975 there were various property owners from each side of the river transferring their interest in the little pieces of property where the dam is affixed to the west and east banks of that side of the river to the City. The nine property owners gave up their rights at that time and the City accepted those deeds and transfer of title. This is confirmed by staff research and Chicago Title report. There is no question that private parties owned this dam. The deed transfers that dam and the property on each side of the dam to the City in 1975.

Goldsmith stated that he was asked to look further into this matter, as who has the responsibility over the dam. Goldsmith stated that the property owners on each side of the river would be responsible for the dam. By virtue of owning the west and east side of the dam you own the riverbed too. In 1975 the nine parties transferred their property and the dam came with it. By the City owning the west side and the east side, the City owns the dam in the middle. The State of Illinois has extensive statutory provisions with respect to dams and extensive regulatory provisions in respect of the maintenance of dams. Once you own the dam, you have the duty to maintain the dam. His legal opinion is the City has been responsible for the dam since 1975.

Goldsmith discussed promissory estoppel where if you rely to your detriment on something that someone promises to do for you, you could sue that person without having an actual contract in order to hold that person responsible. It has been said the City originally thought that taking title to the dam, once the dam was constructed the State would take ownership of the dam. That was the concept of promissory estoppel. Governments do not have the same benefits as private citizens. There are no documents that show the State had agreed to take ownership of the dam and the maintenance going forward and beyond that the courts don't recognize promissory estoppel except in varied instances of governmental units for public policy reasons. Beyond that, there is the statute of limitations. The normal statute would be five years. The legal opinion is that the City has owned the dam since 1975 and has maintenance responsibilities since that time and would have that as long as the City owns the dam. It is way too late to state that the State of Illinois is responsible in some way for taking ownership.

Chair Brown stated that he has been pushing all along that the City does not own the dam because of the intent. His father was the mayor back then and explained to him that the intent was the State would take ownership if we obtained the rights to it. Chair Brown stated that after listening to the legal opinion stated tonight he is ready to move forward with the understanding

that the City owns the dam. Brown and Callahan asked staff to create a resolution regarding acceptance of the legal opinion of the City's ownership of the dam.

*Alderman Cerone entered at 7:32pm.

9. Presentation: Project Update and Discussion of Alternatives for Prairie Street Reconstruction Pine Street to Wilson Street Phase I Engineering (TG 9/6/18) CS

The PowerPoint presentation to the Committee by CMT provided the following:

- Overview and history
- Field Meeting with Illinois Commerce Commission (ICC)
 - Noted if right turn lanes are implemented, then a 10 foot wide center barrier median is required to support the crossing gate
- Meeting with IDTO and FHWA
 - IDOT CBLRS and FHWA agreed to design exceptions for no right turn lanes on Wilson, due to parking/property impacts
- Aerial View of Prairie Street at Wilson Street (53:00); Ultimate Improvement Right Turn Lanes on Wilson Street
- Interim improvements no right turn lanes
- Queue Analysis; AM Peak; PM Peak
- Intersection Improvements Alternatives Prairie St. at Wilson St.

The Committee discussed the project. CMT stated that there would be a net benefit of 24 seconds to add right turn lanes but would require the removal of the parking. The right turn lanes would be a larger cost as well. Wolff stated that the cost of removing half a parking lot of a business and other parking is a cost he does not want to do. Wolff stated that the project should start at the railroad tracks south. After a lengthy discussion, the COW directed staff to go forward with their recommendation to not do the right hand turn lanes, leave the intersection as is, and reconstruct the street from the train track down.

10. Ordinance 18-57: Amending the Official Zoning Map of the City of Batavia 750-812 Main Street, City of Batavia, Applicant (JS 9/7/18) CD

*Alderman Atac entered the meeting at 8:32pm.

Stark stated that this ordinance was on the City Council (CC) agenda and an alderman asked that this be taken off the agenda so that staff could have further discussion with business owners and property owners. Strassman addressed the Committee and overviewed the memo and the options for the COW to consider this evening.

Callahan explained that he requested that this ordinance be taken off of the agenda because there were still questions and various opinions being discussed on this topic by residents. He felt that it needed more time for discussion and consideration. The COW discussed the zoning classifications Light Industrial (LI), Neighborhood Commercial (NC) and Community Commercial (CC). Wolff stated that he does not want to leave the area as LI so we could really see something change in the neighborhood. Wolff stated that several residents did prefer the CC

zoning because it provided a larger buffer. Callahan stated that he supports CC as the preferred zoning designation. Stark welcomed members from the audience to address the Committee.

Dave Beckman, 709 Main Street, stated that he doesn't have an issue with what is proposed. He has a bigger issue with process. When the whole TIF was going on, he was concerned about changing the proposed use of his land and he was told no one is changing the zoning on your property. He was informed that the only one that could request a zoning change on your property is you. The City initiated this zoning change and he wonders if they could do it over there the City could still do it to his property. He was told one thing but the opposite is happening on the other side of the street. He does not think it is right and leaves him with an uneasy feeling.

Stark asked Strassman if the City could come to her house tomorrow and state they want to zone her land as LI. Strassman answered that the City could say they wanted to rezone the land but hopefully the jurisdiction would propose zoning of the land that is in line with the adopted plan. A municipality could rezone a private property owner's property with or without the property owner's consent. Stark commented that this rezoning to NC or CC is in line with the TIF District and the area's planned development. Strassman stated that it is generally in line with the vision with the West Town focus plan and TIF funding. Wolff stated that he believes, in this case, the process works. The City is doing what we are supposed to do. There were some questions and there were things that were not understood on Facebook so we did want to address it. The reality is the process works and it may take some more communication up front. Wolff stated that he would like to make a motion to approve the Ordinance and state that there will be a discussion on what is allowed and not allowed in CC. Newman noted that the ordinance has been voted on in a past COW meeting and just needs to move forward to CC.

The Committee decided that this already approved ordinance would be brought back to City Council for consideration.

11. Resolution 18-05-R: Authorizing Execution of an Intergovernmental Agency Agreement with Kane County for the Intersection Improvements at Deerpath Road & Main Street (AMP 9/5/18) CS

Podrazza overviewed the memo regarding the project and the Intergovernmental Agency Agreement (IGA) for the Committee's consideration on agenda items eleven, twelve and thirteen.

Motion: To recommend to Council approval of Resolution 18-05-R: Authorizing Execution of an Intergovernmental Agency Agreement with Kane County for the Intersection Improvements at Deerpath Road & Main Street

Maker: McFadden

Second: Cerone

Voice Vote: 11 Ayes, 0 Nays, 3 Absent
Motion carried.

12. Resolution 18-06-R: Authorizing Execution of the Construction Engineering Services Agreement for Federal Participation in the amount of \$207,432.17 for Deerpath Road & Main Street Intersection for Phase 3 Construction Engineering Services with V3 Companies (AMP 9/5/18) CS

Motion: To recommend to Council approval of Resolution 18-06-R: Authorizing Execution of the Construction Engineering Services Agreement for Federal Participation in the amount of \$207,432.17 for Deerpath Road & Main Street Intersection for Phase 3 Construction Engineering Services with V3 Companies

Maker: Malay

Second: McFadden

Voice Vote: 11 Ayes, 0 Nays, 3 Absent
Motion carried.

13. Resolution 18-107-R: Authorizing Execution of the Local Agency Agreement for Federal Participation for Deerpath Road & Main Street Intersection Improvements Phase 3 Construction Engineering Services with the Illinois Department of Transportation (AMP 9/5/18) CS

Motion: To recommend to Council approval of Resolution 18-107-R: Authorizing Execution of the Local Agency Agreement for Federal Participation for Deerpath Road & Main Street Intersection Improvements Phase 3 Construction Engineering Services with the Illinois Department of Transportation

Maker: Malay

Second: Cerone

Voice Vote: 11 Ayes, 0 Nays, 3 Absent
Motion carried.

14. Discussion: Main Street Reconstruction Design Engineering Plans (RB 9/7/2018) CS

Bari overviewed the memo. Bari discussed the depressed curbs and driveways with the Committee. He wanted the COW to see the proposed plans because Main Street will be worked on next year. Staff is in negotiation with property owners for a temporary easement. Some sidewalks are on the private property side and staff is reaching out to residents to take those sidewalks out of the private property side and put them on the driveway side. Bari discussed the importance of attaining temporary easement in time for the State's review so that this project could begin on time.

15. Resolution 18-108-R: Authorizing Execution of a Contract with Hoerr Construction for the 2018 Tri-Cities CIPP Lining Program in the amount of \$265,776.32 (JB 9/7/2018) PU

O'Brien overviewed the memo and the budget with the COW.

Motion: To recommend to Council approval of Resolution 18-108-R: Authorizing Execution of a Contract with Hoerr Construction for the 2018 Tri-Cities CIPP Lining Program in the amount of \$265,776.32

Maker: McFadden

Second: Salvati
Voice Vote: 11 Ayes, 0 Nays, 3 Absent
Motion carried.

16. Discussion: Communication During Power Outages (GH 9/7/18) PU

Newman stated that they used to only communicate massive impact power outages and now we communicate power outages more frequently. Now that the City has been communicating more frequently about power outages we are receiving feedback that we are suddenly a less reliable system. We would like to have a discussion on obtaining a balance on letting people know when there are significant power outages but not to unnecessarily let the people feel that the system is less reliable. Holm overviewed the memo with the Committee and the objectives listed in the memo on page four. Holm stated that we are now informing people of any and all power outages whether or not those communicated with are affected by the outage or not. Having every single outage put out on social media may be doing more harm than good by giving the wrong impression that our system is suddenly less reliable. Everyone in the City is receiving an alert to a power outage that does not affect them. Holm stated that a small area impacted would be able to call in to the City to find out what is going on but it may not be necessary to alert the entire City. Holm noted that finding the cause of an outage does take time to assess because the City employees have to drive out to the site and assess what caused the power outage.

The COW discussed communication during power outages. Callahan suggested to give the communication plan more time and it is always best to be open about the information in a timely manner. McFadden stated that there is a difference in being open and providing all of the information versus actively pushing out all of the information to those who don't necessarily need the information. McFadden suggested having an available source where people could access it rather than pushing out the information every time. A big event could be pushed out wide scale. McFadden stated that there should be a place where the information could be attained by those who need it but not inundate people with information that they do not need.

Holm was directed to have a centralized location on the City's website for communication regarding power outages for those who need that information and not push out every single event to everyone. Holm was asked to also have a phone-in option with a recorded notification as well. Holm stated that there would be a live webpage that people could access the information without pushing out the information out to the entire City unless it is a large-scale event and then it would be sent out to the entire City. Holm noted that there is always an option to speak to a live person when someone calls in as well.

17. Project Status

Newman reported on the following:

- The Slow Down Campaign was a success and residents are being asked to take down the signs until the next campaign.
- An information brochure to teach residents about Home Rule and what Home Rule is and the loss if the City gets Home Rule Status is being developed. A Home Rule information meeting will be held at City Hall on October 8th at 7pm and will be filmed by BATV.
- The Siemens property fences have been removed.

18. Other

Salvati asked about the Giese stormwater project. Holm stated that completion should be at the end of September. O'Brien asked for more dust control.

Wolff asked about the email received by a resident on Morton regarding their driveway. Newman has been in contact with the resident.

19. Executive Session: Collective Bargaining (WB) GS

Motion: To enter into Executive Session for Collective Bargaining.

Maker: O'Brien

Second: Salvati

Voice Vote: 11 Ayes, 0 Nays, 3 Absent
Motion carried.

The Committee entered into executive session at 9:57pm and exited at 10:23pm.

20. Adjournment

There being no other business to discuss, Chair Brown asked for a motion to adjourn the meeting at 10:23pm; Made by O'Brien; Seconded by Salvati. Motion carried.

Minutes prepared and submitted by Jennifer Austin-Smith, Recording Secretary, on September 18, 2018.

MINUTES
September 18, 2018
Committee of the Whole
City of Batavia

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Chair Brown called the meeting to order at 7:00pm.

1. Roll Call

Members Present: Chair Brown; Ald. Russotto, Atac, Stark, Chanzit, Wolff, O'Brien, Callahan (via phone at 7:25pm), Meitzler (entered at 7:03pm), Malay (entered at 7:08pm), Cerone (entered at 7:03pm), and McFadden

Members Absent: Aldermen Salvati and Uher

Also Present: Mayor Schielke (entered at 7:02pm); Laura Newman, City Administrator; Gary Holm, Director of Public Works; Scott Buening, Director of Community Development; Jeff Albertson, Building Commissioner; Joel Strassman, Planning and Zoning Officer; and Jennifer Austin-Smith, Recording Secretary

2. Items to be Removed/Added/Changed

Agenda item number five was removed from tonight's discussion. Agenda item eight was moved to be discussed in agenda item number five's place to ensure a 7:35pm start time for the Public Hearing.

3. Matters from the Public (For Items NOT on Agenda)

There were no matters from the public for items not on the agenda.

4. WWTP Construction Project Monthly Update (GH 9/13/18) PU

Jerry Ruth, Trotter and Associates, presented on the following items regarding the Waste Water Treatment Plant construction project:

- Phase 1 Rehabilitation
 - Project Highlights
- Cost
- Estimated Progress
 - 81% Completion
- Change Orders
 - 1.08%
- Scheduling
 - Liquidated damages
- Project Photos

- Bike path redirection on Shumway Avenue and Flinn Street utilizing a four foot fence

The COW discussed the project. O'Brien asked Ruth to convey the fact that the City would rather have a functional facility rather than liquidated damages to the contractor. Ruth stated that he will have a discussion on the schedule and liquidated damages tomorrow. Stark asked about the odor and when the digester operations would be scheduled. Ruth stated that the digester operations are scheduled for November and there would be a substantial difference for the better in odor next summer due to this work. Brown stated that he would like to see an Open House scheduled for the WWTP as well as a tour for the City Council members. Holm stated that the site is currently a closed site due to safety concerns but they are planning an Open House in the future and a tour could be scheduled.

*Alderman Callahan entered the meeting by phone at 7:25pm

5. Discussion of Debt Issuance: Home Rule/Non-Home Rule (PC)

This agenda item was removed from the agenda.

6. PUBLIC HEARING: 7:35pm Annexation Agreement for Property Located at 2401 Hawks Drive and 37W405 and 37W475 Fabyan Parkway and Janet Lane Right-of-Way

The Public Hearing was opened at 7:35pm for public comment. Seeing that there were no public in the audience for comment the Committee of the Whole (COW) moved to close the public hearing at 7:36pm.

Motion: To close the Public Hearing
Maker: Stark
Second: Chanzit
Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.

7. Windmill Landings Annexation and Development, 2401 Hawks Drive, 37W405 and 37W475 Fabyan Parkway and Jane Lane Right-of-Way, MR JNB Batavia, LLC, Applicant (J. Strassman 9/13/18) CD

- a. **Ordinance 18-60: Authorizing the Execution of an Annexation Agreement with MR JNB Batavia, LLC et.al. for Property Located at 2401 Hawks Drive, and 37W405 and 37W475 Fabyan Parkway, and Janet Lane Right-of-Way**
- b. **Ordinance 18-61: Amending the Land Use Map of the Batavia Comprehensive Plan for Property Located at 2401 Hawks Drive and 37W405 and 37W475 Fabyan Parkway and Janet Lane Right-of-Way**
- c. **Ordinance 18-62: Annexing and Zoning Property Located at 2401 Hawks Drive and 37W405 and 37W475 Fabyan Parkway, and Janet Lane Right-of-Way**
- d. **Ordinance 18-63: Vacating Janet Lane Right-of-Way**
- e. **Ordinance 18-64: Amending the Official Zoning Map for an MU District Planned Development Overlay District for Property Located at 2401 Hawks**

Drive and 37W405 and 37W475 Fabyan Parkway and Vacated Janet Lane Right-of-Way

f. Resolution 18-104-R: Approving the Final Plat of Windmill Landings Resubdivision at 2401 Hawks Drive, and 37W405 and 37W475 Fabyan Parkway, and Vacated Janet Lane Right-of-Way

Strassman reported that MR JNB BATAVIA, LLC (JNB) has submitted a proposal to:

- Annex approximately 7.3 acres of land
- Develop a 142-unit congregate living facility called Windmill Landings) for senior assisted living (118 units) and memory care (24 units), and future potential development
- Vacate the Janet Lane right-of-way

Strassman continued that the applicant and staff began discussing annexation and development of this facility in January of 2016. The Batavia Plan Commission held the public hearing/meeting for the proposed project on July 18 and conditionally recommended approval of the Comprehensive Plan and Zoning Map changes, planned development overlay, and resubdivision. The Commission also conditionally approved design review. As is customary with annexation of land for proposed development, JNB would enter into an annexation agreement with the City to specify terms of annexation and development entitlements. Specific terms of note in the agreement include:

- City annexation of the site after JNB acquires the 2401 Hawks Drive property, which we understand is expected to take place on Thursday
- Applying the MU Mixed Use zoning district with a Planned Development District Overlay (PD) with modifications to the requirements of the Zoning Code and to be developed in accordance with the approved PD plans. The modifications are spelled out in the planned development Ordinance 18-64
- Granting variations to the Subdivision Regulations with approval of the Final Plat and not applying the school and park land-cash requirements. The variations are included in Resolution 18-104-R
- Recording of a covenant to limit unit occupancy to the lease holder and primary occupant to be a minimum of 55 years of age (with a spouse of any age), and any children of the primary occupant to be a minimum of 23 years of age, and economic or physical support providers of the primary occupant that are a minimum of 23 years of age. Other occupants allowed by Federal or State law are permissible. The covenant is Exhibit C to the Annexation Agreement
- Acknowledgement that improvements will comply with 2015 International Building Code Series that is scheduled to be adopted this winter
- Vacating Janet Lane right-of-way with annexation
- Allowing additional development on the site, including up to an additional 30 congregate care units, provided total site sanitary sewer usage does not exceed a maximum population equivalent for sanitary sewer usage of 341
- Use of the McKee Tributary/Braeburn Marsh for stormwater detention as contemplated in the HARZA study that for the establishment of this facility and JNB will not object to creation of an SSA covering properties benefitted by facility.

Strassman stated staff is supportive of this proposal and has worked extensively with JNB to receive Plan Commission recommendations and Design Review approval. JNB and staff have negotiated the terms of the annexation agreement that is an Exhibit to Ordinance 18-60 to the satisfaction of both and the agreement is now ready for Council consideration.

Ordinance 18-61 would amend the Land Use Map of the Comprehensive Plan to apply the Mixed Use land use classification on the properties, including the Janet Lane right-of-way that would be vacated.

Ordinance 18-62 would annex the site and the adjacent Janet Lane and Fabyan Parkway rights-of-way and zone the property to the MU Mixed Use District, consistent with the amended Land Use Map.

Ordinance 18-63 would vacate the Janet Lane right-of-way, as specified in the annexation agreement. Ownership of the vacated area would go to JNB being owner of all the adjacent private property.

Ordinance 18-64 would amend the Zoning Map to establish the MU District PD Overlay. The Plan Commission's recommended for approval plans would be part of the overlay and these plans are exhibits to this Ordinance. The Ordinance also enumerates the Plan Commission's recommended conditions of approval and modifications to the requirements of the Zoning Code.

Resolution 18-104-R would approve the Final Plat for the Windmill Landings Resubdivision. The subdivision proposes dedication of over a half acre to KDOT for Fabyan Parkway right-of-way to provide a continuous 85 feet to the centerline of the right-way. A 15-foot wide Highway Easement is also proposed south of the right-of-way dedication to contain the proposed bicycle path. Staff feels the Highway Easement Provisions on the plat should obligate the landowner, in this case JNB, to maintain the bicycle path. The sidewalk to the east and bike path the west are in easements and the City does not maintain either. The City should not be the entity to maintain this segment of the bicycle path. JNB has agreed to remove the Easement Provisions' indemnification language that staff identified as an issue. JNB is opposed to being the entity to maintain the bicycle path.

KDOT has reviewed the proposal and is accepting of the Fabyan Parkway dedication. KDOT will require a longer Fabyan Parkway left turn lane that can be addressed as part of final engineering with the building permit.

Strassman reported the Plan Commission noted that the proposal would allow for a quality development to provide needed elder care services in the City and for the surrounding area. The Commission was supportive of annexing the property and of the development. By votes of 5-0 the Plan Commission recommended approval:

1. to amend the Land Use Map of the Comprehensive Plan to apply the Mixed Use land use classification for the property
2. to zone the property MU Mixed Use
3. to add a Mixed Use Planned Development Overlay District, subject to conditions and modifications to the requirements of the Zoning Code as specified in Ordinance 18-64

4. of the Final Plat of Resubdivision for Windmill Landings, subject to the conditions and variations to the Subdivision Regulations as specified in Resolution 18-104-R

By 5-0 vote, the Commission approved Design Review subject to:

1. City Council approval of the proposed Comprehensive Plan and Zoning Map amendments
2. Final approval by City staff of development plans
3. Development being in substantial conformance with the planned development plans

Strassman continued that approval of all the Ordinances and the Resolution are needed for JNB to move forward with this project. Approval of the annexation agreement essentially obligates the Council to approve all the other Ordinances and Resolution. The agreement and the ordinances will be amended to reflect JNB ownership of the Hawks Drive property and may be amended per COW direction through its review tonight. The resolution to approve the plat too must be approved, and it too may be amended to accommodate a decision regarding bicycle path maintenance. The Council can decide to continue (the hearing) its review to a future date or to not approve all.

Strassman discussed the pros, cons, budget impact and staff impact with the COW as follows:

- **Pros:** Approval of would allow for annexation to close the remaining gap of unincorporated land on Hawks Drive and reduce the unincorporated gap on Fabyan Parkway. Approval also would allow the project to move forward, providing needed elder care service, adding City utility customers and potential retail customers, and adding to the City's real estate tax base. Windmill Landings would employ 90 persons when fully occupied (63 full time) and additional jobs may be created with future development of the site.
- **Cons:** Not approving the Ordinances and the Resolution would result in the property remaining in their current conditions and not subject to City of Batavia property maintenance requirements. The Janet Lane right-of-way would remain a Township road.
- **Budget Impact:** Annexation and development would add to the City's real estate tax base. Windmill Landings employees and visitors may patronize nearby business resulting in increased sales tax revenue.
- **Staff Impact:** None.

Strassman discussed the timeline for actions. JNB is requesting final Council action on the agreement at this time, with action on the other items after they acquire the property and notification of Council consideration of annexation is executed. Per State law, the City Council must take action on the Comprehensive Plan amendment no more than 90 days after the public hearing. To accomplish both, Council action on the annexation agreement and Comprehensive Plan amendment need to occur on October 1. Council action on the remaining items may take place as early as October 15. COW recommendations on all items tonight will allow for this timeline to be met.

David Smith, representing the applicant, overviewed the Windmill Landing project with the Committee and showed PowerPoint slides of the following:

- Planned Overlay aerial photo
- Landscape Plan
- Building elevations
- Materials chosen
- Windmill Landings Building Signage Elevations
- East elevation
- Rendering of the whole building
- Rendering of the building looking south
- West elevation
- Plat of Resubdivision
- Digitalized image of the fly-around of the property
- Location of possible expansion

Maintenance of the walking/bike path was discussed. Smith stated that they are willing to put in the walking/bike path and maintain it until someone takes over the maintenance east and west of their portion of the path. Whoever does maintains the path should maintain it all, whether it is the County, City or the Park District. Holm stated that he has no problem with the condition that Smith discussed and would prefer that the County or the Park District maintain the path. The COW discussed the street maintenance, sidewalks, drainage, ingress and egress. Brown asked that the sidewalks be completed on the Haines property. Buening stated that staff could look into that option.

Tracy Cass, representing the developer, noted that all the ordinances are included in the annexation agreement (exhibit e) and the vacation ordinance requires a three quarter vote of the entire City Council and that is to dedicate the road. Cass noted that he sent staff an alternate Annexation Agreement that includes the applicant acquiring the property at 2401 Hawks for their review and consideration.

Motion: To recommend approval of Ordinance 18-60: Authorizing the Execution of an Annexation Agreement with MR JNB Batavia, LLC et.al. for Property Located at 2401 Hawks Drive, and 37W405 and 37W475 Fabyan Parkway, and Janet Lane Right-of-Way with the Annexation Agreement amended to reflect property ownership

Maker: Stark

Second: Meitzler

Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.

Motion: To recommend approval of Ordinance 18-61: Amending the Land Use Map of the Batavia Comprehensive Plan for Property Located at 2401 Hawks Drive and 37W405 and 37W475 Fabyan Parkway and Janet Lane Right-of-Way

Maker: Stark

Second: Brown

Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

Motion: To recommend approval of Ordinance 18-62: Annexing and Zoning Property Located at 2401 Hawks Drive and 37W405 and 37W475 Fabyan Parkway, and Janet Lane Right-of-Way

Maker: Stark

Second: Brown

Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.

Motion: To recommend approval of Ordinance 18-63: Vacating Janet Lane Right-of-Way

Maker: Stark

Second: Brown

Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.

Motion: To recommend approval of Ordinance 18-64: Amending the Official Zoning Map for an MU District Planned Development Overlay District for Property Located at 2401 Hawks Drive and 37W405 and 37W475 Fabyan Parkway and Vacated Janet Lane Right-of-Way

Maker: Stark

Second: Brown

Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.

Motion: To recommend approval of Resolution 18-104-R: Approving the Final Plat of Windmill Landings Resubdivision at 2401 Hawks Drive, and 37W405 and 37W475 Fabyan Parkway, and Vacated Janet Lane Right-of-Way as amendment with walking/bike language to include construction and maintenance until an entity maintains the path east and west of the path

Maker: Stark

Second: Atac

Roll Call Vote: **Aye:** Stark, Chanzit, Wolff, Brown, O'Brien, Callahan, Meitzler, Malay, Cerone, McFadden, Russotto, Atac
Nay: None
12-0 Vote, 2 Absent, Motion carried.

8. Resolution 18-109-R: Ownership of the Batavia Dam (LN 9/12/18) GS

Atac reported that at the COW meeting last Tuesday there was an attorney present who established that the City did in fact own the dam. Staff is recommending that we pass this resolution acknowledging that Batavia owns the dam.

Motion: To recommend approval of Resolution 18-109-R: Ownership of the Batavia Dam

Maker: Atac

Second: Stark
Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

Holm reported on the signage and lighting project for the dam. The contractor will drill into the limestone, bracket and install the wood post. The point is to draw the public's attention to the potential hazard of the dam while keeping in mind the vistas and the views.

9. Project Status

Newman reported on the discussion and consideration of Home Rule.

- A Home Rule informational meeting will be held at City Hall on October 8th at 7pm and will be filmed by BATV. There will be an opportunity to ask questions and those on the panel will be the City Administrator, Director of Finance, Chief Dan Eul and the City's Attorney Kevin Drendel.
- Factual information on Home Rule will be provided to the public.

10. Other

Chair Brown stated that there is a gutter issue on the City Hall building. Newman stated that the gutters are being addressed.

Chair Brown stated that Giese Road has a dust issue that needs to be addressed. O'Brien concurred. Chair Brown suggested that some enforcement be issued and the street be swept for the residents that live there.

11. Executive Session: Setting the Price of Land for Sale (SCB) Purchase or Lease of Property (SCB – 2 items)

Motion: To enter into Executive Session for setting the price of land for sale and the purchase or lease of property for two items
Maker: O'Brien
Second: Stark
Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.

The Committee entered into executive session at 8:41pm and exited at 9:12pm.

12. Adjournment

There being no other business to discuss, Chair Brown asked for a motion to adjourn the meeting at 9:12pm; Made by O'Brien; Seconded by Meitzler. Motion carried.

Minutes prepared and submitted by Jennifer Austin-Smith, Recording Secretary, on September 19, 2018.

CITY OF BATAVIA

DATE: September 25, 2018

TO: Committee of the Whole

FROM: Wendy Bednarek

SUBJECT: Approval of Resolution 18-112-R AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY ADMINISTRATOR (GS)

In July 2018 City Council discussed the performance of the City Administrator and recommended an increase of 4.5% to her salary and agreed to the City Administrator's request for certain modifications to her current employment agreement that include adding an additional week of paid vacation and eliminating her car allowance of \$500 per month and making this amount part of her salary.

Staff recommends approval of Resolution 18-112-R Amending the Employment Agreement of the City Administrator

Cc: Kevin Drendel, Jeffery Schielke

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 18-112-R**

**AMENDING THE EMPLOYMENT AGREEMENT FOR THE CITY
ADMINISTRATOR**

WHEREAS, the City Administrator was appointed July 5, 2016 and has had no increase in salary since that date; and,

WHEREAS, the City Council finds her performance satisfactory and deserving of a 4.5% increase to her salary effective January 1, 2018; and,

WHEREAS, the City Administrator has requested certain other amendments to the Employment Agreement; and,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are authorized to execute the Amended Employment Agreement between the City of Batavia and Laura M. Newman dated October 1, 2018, a copy of which is attached hereto as EXHIBIT "1."

CITY OF BATAVIA, ILLINOIS RESOLUTION 18-112-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of October, 2018.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of October, 2018.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Stark					Malay				
5	Atac					Uher				
6	Cerone					Russotto				
7	Brown					McFadden				
Mayor Schielke										
VOTE:		0 Ayes	0 Nays	0 Absent	0 Abstention(s)	counted as _____				
Total holding office: Mayor and 14 aldermen										

ATTEST:

Ellen Posledni, City Clerk

Employment Agreement
between
The City of Batavia, Illinois
and
LAURA M. NEWMAN

WHEREAS, the City Administrator and the City have agreed to modify the terms of the prior Employment Agreement between LAURA M. NEWMAN and the City of Batavia; and

WHEREAS, the City's intent is to provide stability to both the City and the City Administrator in establishing a long term employment relationship and anticipates a stable and long term working relationship, provided that the Administrator meets the operational and management requirements of the position, and conducts herself in accordance with the tenets and principles of the ICMA Code of Ethics; and

WHEREAS, this Agreement shall define the terms and conditions of employment of the City Administrator in Batavia, Illinois.

NOW THEREFORE, this Agreement is made and entered into as of the first day of October, 2018, by and between the City of Batavia, Illinois a municipal corporation, (hereinafter called "Employer") and LAURA M. NEWMAN, (hereinafter called "Employee"), as follows:

Section 1: Term

This Agreement shall remain in full force in effect to the extent legally permissible from and after October 1, 2018, ("Effective Date") until terminated by Employer or Employee as provided in Section 9, 10 or 11 herein below.

Section 2: Duties and Authority

A. Employer agrees to employ LAURA M. NEWMAN as City Administrator to perform the functions and duties specified in the City Code and Ordinances of the City of Batavia, and to perform such other legally permissible and proper duties and functions as authorized and directed by Batavia City Council.

Section 3: Compensation

A. Salary. Employer agrees to pay Employee an annual base salary of \$178,425 retroactive to January 1, 2018, payable bi-weekly in accordance with the Employer's usual payroll schedule.

B. Annual Performance and Salary Review. Consideration shall be given on an annual basis to an increase in compensation dependent upon the results of a performance evaluation conducted pursuant to the provisions of Section 12 of this Agreement. Increased compensation may take the form of a salary increase and/or bonus.

C. Automatic Amendment for Adjustments. This Agreement shall be automatically amended to reflect any salary adjustments that are authorized by Batavia City Council.

Section 4: Health, Disability and Life Insurance Benefits

A. Standard Benefits. The Employer agrees to provide health, hospitalization, surgical, vision, dental and comprehensive medical insurance benefits for the Employee and her dependents equal to that which is provided to all other non-collective bargaining unit employees of the City of Batavia.

B. Life Insurance. The Employer shall provide term life insurance and pay the premium in the amount of insurance equal to one times base salary. The Employee shall have the right to name the beneficiary of the life insurance policy.

C. Additional Benefits. Employee is automatically entitled to any other standard benefits available to non-collective bargaining unit employees of the City as may now exist or be made available during the term of this contract.

Section 5: Vacation and Sick Leave

A. Vacation . As of January 1, 2018, Employee shall be entitled to four (4) weeks' vacation granted every January 1.

B. Annual Vacation and Sick leave Awards . The Employee shall be awarded sick leave and vacation leave in accordance with other non- collective bargaining City employees.

C. Compensation for Leave; Effect of Termination. The Employee is entitled to accrue all allowable unused vacation leave, as provided for non-collective bargaining employees , except in the event that the Employee's employment is terminated, either

voluntarily or involuntarily, in which case compensation for accrued leave shall be determined according to Sections 9 and 10.

D. Additional Leave. Employee is automatically entitled to any other standard leave available to non-bargaining unit employees of the City as may now exist or be made available during the term of this contract.

Section 6: Intentionally left blank.

Section 7: Retirement

A. IMRF Enrollment. The Employee will be enrolled in the Illinois Municipal Retirement Fund (IMRF), and both Employee and Employer agree to make their assigned payments to the IMRF system as required.

B. Deferred Compensation Plan Participation. In addition to the Employer's payment to the state retirement system referenced above, Employer agrees to execute all necessary agreements provided by the ICMA Retirement Corporation (ICMA-RC) deferred compensation plan for Employee's continued participation in said supplementary retirement plan on the Employee's voluntary election to participate.

Section 8: General Business Expenses

A. Professional Dues and Subscriptions. Employer agrees to pay for professional dues and subscriptions of the Employee necessary for full participation in national, regional, state and local associations and organizations necessary for the Employee's continued professional growth and advancement, and for the good of the Employer, including but not limited to IML and ILCMA.

B. Travel Expenses. Employer agrees to pay for the most economical travel and reasonable subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the Illinois Municipal League, the Illinois City and County Management Association, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Education Expenses. Employer agrees to pay for tuition, registration fees, and travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer, as well as the professional development plan approved by the Mayor pursuant to Section 15. Employee and Employer will agree on a process for advance approval of such professional development expenses that exceed \$250 per event, requires overnight travel, or requires absence from the office for more than one-half day.

D. Community Involvement Expenses. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs and organizations. Accordingly, Employer agrees to pay for the reasonable membership

fees and/or dues to enable the Employee to become an active member of the Batavia Rotary Club.

E. Technology. The Employer shall provide Employee with the use of a laptop computer, City software, City e-mail, and an allowance to cover the cost of a cell phone required for the Employee to perform the job and to maintain communication with the City Council and City staff consistent with established City practices..

F. Documentation. Sections A through E. of Section 8 -above will be subject to annual appropriations and applicable Employer expense policies. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, submitted in accordance with the Employer's policies relating thereto.

Section 9: Termination

A. Termination with Severance. Any of the following may be considered a termination of this Agreement for which severance shall be paid to the Employee:

1. A determination by the Mayor to remove the City Administrator from office, which termination with the consent of the City Council at a duly authorized public meeting;
2. Resignation as a result of a substantial reduction of the role, powers, duties, authority, or responsibilities of the Administrator position in the City Code by action by the City Council;
3. Resignation as a result of reduction of the salary, other compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads;
4. Resignation of the Employee following a request for resignation not as a result of cause made in writing by a representative of or representatives of a majority of the City Council;
5. Material Breach of this Agreement by the Employer, which breach continues thirty (30) after notice of the breach in writing and failure to cure the breach. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.
6. A determination by the City Council to terminate the Agreement during the six (6) months immediately following the seating and swearing-in of one or more new City Council members following an election, and during such time that Employee is willing and able to perform his duties under this Agreement.

B. Termination without Severance. Termination shall be without severance if termination occurs as a result of resignation by the Employee for reasons not identified in Section A above, or termination is for cause. **C.**

Cause. "Cause" means, but is not limited to,

1. A substantial violation or multiple violation of the ICMA Code of Ethics or any

applicable state ethical law relating to the performance of the duties and authority of the Administrator;

2. A material breach of the terms of this Agreement that occurs or continues after notice in writing and thirty (30) days to cure;

3. Refusal or repeated failure to follow expressly stated or formally adopted policy of the City;

4. An act or threat of violence or repeated acts of harassment of City staff or members of the public;

5. Stealing or knowingly misappropriating City funds or property for personal benefit or other benefit to the detriment of the City;

6. Lying or falsifying records;

7. Extreme insubordination to the City Council

8. Failing an alcohol or drug test; or

9. Conviction of a felony or any crime that involves dishonesty, illicit drugs, alcohol or sexual activity.

Section 10: Severance

When employment is terminated as defined in Section 9.A for which severance is to be paid, the Employee shall be entitled to the following severance benefits:

A. Severance Payment. The Employee shall receive a minimum payment equal to six (6) months' salary at the current rate of pay to be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

8. Accrued Leave. The Employee shall also be compensated for accrued, earned but not used vacation leave and all paid holidays occurring during the six (6) month severance period.

C. Benefits. For a period of six (6) months following the date of termination, or until such time as equivalent benefits are available through a new employer, whichever comes first, the Employer shall pay the costs to continue the following benefits:

1. Employer's share of health insurance or COBRA benefits for the employee and all dependents as provided in Section 4A;
2. Life insurance as provided in Section 48;
3. Out placement services, should the Employee desire them, in an amount not to exceed \$10,000; and
4. Any other standard benefits available to non-collective bargaining unit employees of the City.

Section 11: Resignation

If the Employee voluntarily resigns his position with the Employer, other than for the provisions of Sections 9. A. 1, and 4, the Employee shall provide the Employer with not less than thirty (30) days advance written notice of his resignation, unless the parties agree otherwise.

Section 12: Performance Evaluation

A. Annual Review. Employer shall review the performance of the Employee on no less than an annual basis.

8. Evaluation Process. The evaluation process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

Section 13: Hours of Work

It is expected that the Employee will typically work during normal City Hall office hours. However, it is recognized that the Employee must devote a great deal of time outside those normal office hours on business for the Employer. Accordingly, and to that end, Employee may establish her own work schedule, subject to reasonable direction by the Mayor. Employee is not eligible for overtime or paid compensatory hours.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, with the consent of the Mayor, elect to accept limited teaching, consulting or other business opportunities as long as such arrangements do not interfere with or cause a conflict of interest with Employee's responsibilities and primary duties pursuant to this Agreement.

Section 15: Professional Development Plan

The Employer and Employee recognize the importance of career development and keeping up with contemporary practices in City Administration and municipal affairs. In

addition to the in service career training outlined in Sections 8 A, B, and C of this Agreement, the Employee shall within 9 months of the adoption of this Agreement file with the Mayor a professional development plan which focuses on increasing

knowledge and proficiency of the City Administrator in Public Administration,

City Administration, and technology practices related thereto. Such a plan may or may not be degree oriented, and is subject to the approval of the Mayor, who may modify the plan to reflect the specific needs of the City of Batavia. After the professional development plan is approved by the Mayor, the Employee shall take all reasonable measures to implement the plan. Tuition reimbursement for implementation of this plan shall be consistent with the educational reimbursement policies of the City of Batavia.

Section 16: Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and arising out of the course and scope of Employee's duties as City Administrator, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Administrator, unless the act or omission involved a finding of willful or wanton conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties and occurring within the course and scope of his employment, regardless if the Employee is still employed by the City of Batavia. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employer agrees to pay Employee's reasonable litigation expenses, including travel expense, throughout the pendency of any litigation to which the Employee is a party or witness. Such expense payments shall continue beyond Employee's service to the Employer as long as the litigation is pending.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance, and professional liability insurance.

Section 18: Other Terms and Conditions of Employment

The Employer, upon agreement with Employee, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code of Batavia, or applicable law.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows, unless designated otherwise by either party in writing:

EMPLOYER:

Mayor
City of Batavia
100 North Avenue
Batavia, Illinois 60510

EMPLOYEE:

Laura M. Newman
345 North Batavia Avenue
Batavia, Illinois 60510

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provision

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties may only amend this Agreement by mutual agreement in writing. Such amendments shall be incorporated and made a part of this Agreement when reduced to writing and signed by both parties.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on October 1, 2018.

D. Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Adopted and approved by the Batavia City Council as of the this 1st (1) day of October, 2018.

MAYOR Jeffrey Schielke

Laura M. Newman

Date: _____, 2018

Date: _____, 2018

Attested:

City Clerk

City of Batavia Strategic Action Plan 2019 - 2023

Strategic Priorities

Transportation

Objective	Responsible Department	Timeframe	Estimated Cost	Status	Comments
Investigate the Feasibility of a Parking Lot for Train Commuters					
Action 1: Survey need/want for service	Administration	2019	\$1,000		
Action 2: Inventory vacant parcels	CD	2019	Staff Time		
Action 3: Inventory potential shared use parcels	CD	2019	Staff Time		
Action 4: Research other park n ride history	Administration	2019	Staff Time		
Action 5: Explore possible funding through PACE, RTA, CMAQ, etc.	Administration	2019	Staff Time		
Action 6: Submit applications fo grant funding	Administration	2020	\$2,000		

Objective	Responsible Department	Timeframe	Estimated Cost	Status	Comments
Create a Plan for a Second Bridge					
Action 1: Community survey to verify support for a second bridge and associated costs	PW/ Administration	2019	\$5,000		
Action 2: Review prior siting options to determine if new siting study is necessary	PW	2020-2022	Staff Time		
Action 3: Identify options for funding (\$40 million)	PW/Finance	2019-2020	\$10,000		
Action 4: Explore possible State/Federal funding	PW	2020	\$1,000		
Action 5: Submit grant funding applications	PW	20??	\$2,000		

Objective	Responsible Department	Timeframe	Estimated Cost	Status	Comments
Identify/Enhance Safe Walking/Biking Routes to and Through Downtown					
Action 1: Work with Geneva to explore sidewalk connection to Metra Station. (\$200,000)	PW/Admin	2019-2023	Staff Time		
Action 2: Design/construct alternative to stairs on bike path on east side of walking bridge	PW	2020-2023	\$1M		
Action 3: Create a plan and funding structure for future walkability/bikability improvements	Admin/PW	2019-2023	Staff Time		

Downtown Development

Objective	Responsible Department	Timeframe	Estimated Cost	Status	Comments
Create a Development Plan for Downtown					
Action 1: Review existing plans	CD	2019	Staff Time		
Action 2: Engage consultant	CD	2019	Staff Time		
Action 3: Planning process	CD	2020	\$150,000		
Action 4: Future budgeting plan	Finance	2019	Staff Time		

Objective	Responsible Department	Timeframe	Estimated Cost	Status	Comments
Review and Revise Development Incentives and Policy					
Action 1: Establish goals for development	CD/ED	2019	Staff Time		
Action 2: Inventory/evaluate current incentives	CD/ED	2019	Staff Time		
Action 3: Research other positive incentives	ED	2019	Staff Time		
Action 4: Adopt an Incentive Policy	ED	2020	\$100,000/Yr		
Action 5: Evaluate effectiveness of Incentive Policy	CD/ED	2022	Staff Time		

Objective	Responsible Department	Timeframe	Estimated Cost	Status	Comments
Process and Service Quality Improvement					
Action 1: Fill vacant position	CD	2019	Budgeted in 2018		
Action 2: Provide customer service training to employees	CD	2019	\$10,000		
Action 3: Review and Revise at least 2 processes per year	CD	2019 - 2023	Staff Time		
Action 4: Review and Revise Building Code	CD	2019	Staff Time		

Objective	Responsible Department	Timeframe	Estimated Cost	Status	Comments
Increase the Availability of Public Parking Spaces Downtown					
Action 1: Survey current inventory	CD	2019	\$10,000		
Action 2: Establish current/future public need	CD	2019	\$10,000		
Action 3: Identify opportunities for additional parking	CD	2020	Staff Time		

Action 4: Consider metered parking downtown on Wilson St	Police/IT	2021	Staff Time
Action 5: Work with owners of downtown parking lots to use as public parking	Admin	2019-2020	\$100K

The River

Objective	Responsible Department	Timeframe	Estimated Cost	Status	Comments
Create Master Plan for Future Development of our Waterfront					
Action 1: Engage in River Master Planning with Park District	PW/Park District	2019	\$75,000		
Action 2: Create a plan to fund envisioned improvements in the River Master Plan	Finance/PW	2019-2020	Staff Time		
Objective	Responsible Department	Timeframe	Estimated Cost	Status	Comments
Establish and Fund a Riverbank Stabilization Plan					
Action 1: Identify goals and objectives	PW	2019	Staff Time		
Action 2: Review prior plan to determine if it is still viable or whether update is necessary	PW/Finance	2020-2023	Staff Time		

Infrastructure

Objective	Responsible Department	Timeframe	Estimated Cost	Status	Comments
Commit to a Base Level of Funding for all Infrastructure (sewer, roads, etc.)					
Action 1: Streets	PW/Finance	2019-2022	Staff Time		
Action 2: Sidewalks	PW/Finance	2019-2022	Staff Time		
Action 3: Storm Sewer	PW/Finance	2019-2022	Staff Time		