

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

Committee of the Whole Agenda
Tuesday, March 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. Resolution 16-24-R: Approval Of 2016 Zoning Map (SCB 2/19/16) CD

Documents: [RES 16-24-R 2016ZONINGMAP.PDF](#)
5. Ordinance 16-09: Variances For Dunkin' Donuts Drive Through At Shell Gas Station And Discussion For Conditional Use For Drive Through – 108 North Batavia Ave. (JLS 2/24/16) CD

Documents: [ORD 16-09 DUNKIN-SHELL VARIANCES.PDF](#)
6. Fox River Issues CD
7. Resolution 16-25-R: Police Authorized Tow Contract (GJS 2/2/16) GS

Documents: [RES 16-25-R - POLICE AUTHORIZED TOWING CONTRACTS.PDF](#)
8. Resolution 16-26-R: Authorizing Task Order # 19 With RJN Group For Engineering Study Of The First St. Sewer Basin (JD 2/25/16) PU

Documents: [RES 16-26-R APPROVAL OF TASK ORDER 19 WITH RJN GROUP.PDF](#)
9. Resolution 16-27-R: Award Of Contract For NE And SE Substation Maintenance To Siemens Industries, Inc. (Mustafa Kahvedzic 2/25/16)

Documents: [RES 16-27-R AUTHORIZING AGREEMENT WITH SIEMENS FOR NE--SE SUBSTATION ROUTINE MAINTENANCE.PDF](#)
10. Discussion: Implementing Contractor Registration In The City Of Batavia (Continued) (SCB 2/10/16) CS

Documents: [CONTRACTOR REGISTRATION COMBINED REP-2016.PDF](#)
11. Discussion: Science Bridge Sculpture (WRM 2/23/16) GS

Documents: [16-02-23 SCIENCE SCULPTURE PRESENTATION TO COW.PDF](#)
12. Project Status
13. Other
14. Closed Session:
 - a. Purchase and Sale of Electric Power
 - b. Purchase and Sale of Real Property
15. Adjournment

CITY OF BATAVIA

DATE: February 19, 2016
TO: Committee of the Whole--CD
FROM: Scott Buening, Community Development Director
SUBJECT: Resolution 16-24-R Approval of 2016 Zoning Map

Background and Analysis

Every year by March 31, each municipality is required to approve their official zoning map. This map is required to reflect any annexations or map amendments that have occurred over the prior year. The map has been revised to show these changes, and the final version is attached for your review.

If there are no issues with the map, we will have the Resolution adopting the revised map for the City Council meeting on March 7. The map will then be “published” and available for public distribution.

Recommendation

Staff recommends approval of Resolution 16-24-R Approving the 2016 Zoning Map.

Attachments:

1. Resolution 16-24-R Approving the 2016 Zoning Map.
2. 2016 Zoning Map.

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

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-24-R**

RESOLUTION APPROVING THE 2016 ZONING MAP

WHEREAS, The City is required under State Statute to approve of the official zoning map by March 31 of each year; and

WHEREAS, the City has revised the zoning map to reflect annexations and zoning map amendments than have happened since the prior year; and

WHEREAS, the attached 2016 Zoning Map is a complete and correct representation of these changes;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BATAVIA, KANE COUNTY AND DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The recitals set forth above are incorporated as if fully stated herein as a material term of this Resolution.

SECTION 2: The 2016 Zoning Map as attached as Exhibit “A” is hereby approved and accepted.

SECTION 3: This Resolution shall become effective from and after its approval.

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

CITY OF BATAVIA, ILLINOIS RESOLUTION 16-24-R

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					Fischer				
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:

Heidi Wetzel, City Clerk

CITY OF BATAVIA

DATE: February 24, 2016
TO: Committee of the Whole
FROM: Joel Strassman, Planning and Zoning Officer
SUBJECT: 1. **Ordinance 16-09:** Variances for Dunkin' Donuts Drive Through at Shell Gas Station
2. Discussion - Conditional Use for Drive-Through for Dunkin' Donuts at Shell Gas Station
108 North Batavia Avenue
Jon P. Green, PE, CFM, Engineering Resources Associates Inc., applicant

Summary: Harry Mehta, owner of the Shell gas station at the corner of Batavia Avenue and Houston Street is seeking to add a Dunkin' Donuts franchise inside the approximately 3,360 square foot building. Mr. Mehta is also proposing a drive through lane. The property covers 0.54 acres and is zoned DMU Downtown Mixed Use. The property is located in the Downtown Historic District and is identified as a Non-Contributing property.

The proposed addition of drive-through service would require approval of several variances and approval of a conditional use. Two (2) of the variances requested are to locate this drive through on property closer than 50 feet to residential property, and to locate drive through facilities closer than 100 feet to residences. Both of these variances must be approved to allow the City Council to approve the conditional use. Without approval of these two (2) variances, the Council cannot consider the conditional use.

Several variances for the monument, wall, and canopy edge signs, and other parking and site improvement conditions are requested. Complete applicant information submitted in support of the project, itemization and staff analysis of all variances and zoning and land use issues are all provided in the [January 14, 2016 staff report to the ZBA/Plan Commission](#). The requested variance for the number of parking spaces provided has been withdrawn since the proposed plan can provide the required number of spaces. Briefly, the requested variances are:

- To omit the required 50 foot separation from the drive through property to residential property (needed for conditional use approval)
- To allow less than 100 feet separating drive through facilities from residences (needed for conditional use approval)
- To allow a drive through lane less than 20 feet wide
- To allow wall sign area to exceed the maximum allowed
- To add sign area to the existing monument sign that already exceeds the maximum area allowed
- To allow canopy edge signs to extend more than 2 inches out from the canopy edge
- To allow parallel parking spaces narrower and perpendicular spaces shorter than required
- To omit landscaping in the 50 foot Batavia Avenue setback to add parking
- To add wheel stops for select parking spaces

Background: On January 20, the Zoning Board of Appeals (ZBA) and Plan Commission held a public hearing for the requested variances and for the conditional use. At the public hearing, Mr. Mehta and his team explained that gas sales have declined with increased competition from Randall Road. Gas stations now need additional profit centers such as car repair or washes, larger convenience retail stores, or fast food/drive-through operations. The proposed Dunkin' Donuts would provide the additional revenue needed to keep the gas station open. Fuel and other product deliveries and refuse removal can be scheduled to provide the least amount of conflict with expected traffic. The majority of drive through business is during the morning rush hour and traffic on Batavia Avenue and Houston Street would not be affected by the added drive through per the applicant's traffic study (please refer to the [January 14, 2016 staff report to the ZBA/Plan Commission](#) for the traffic study).

Several members of the public spoke. Occupants and owner of the 2-unit residential property immediately to the north stated that expected noise, traffic, and refuse storage would affect the livability and value of residence. Hours of operation, adding parking close to the house, and potential damage to the residence's fence with snow removal are also concerns. Other speakers commented that the changes to the aesthetics of the building would be an

improvement, drive through traffic would increase air pollution, and there would be potential for debris discarded by Dunkin' Donuts customers accumulating in the neighborhood.

The ZBA/Commission asked if expanding the drive through further to the east was considered to increase turning area and the width of the drive through lane, how snow removal would work, and how many employees per shift would be used. Project representative Steve Vasilion stated that the proposed turning radii meet the City Code and project engineer Jon Green added that due to the site's topography, it is cost-prohibitive to expand paving further to the east. Mr. Green noted that smaller snow removal vehicles and spreading of salt before and during snow events would be used. Jim Duerr of Dunkin' Donuts stated 4 Dunkin' employees would be used at peak times; Mr. Mehta had stated that his business would use 2 employees. In response to ZBA/Commission questions, Mr. Green noted that the existing landscaping along the north property line would be enhanced to better screen the site from the north, and the proposed retaining wall would have an exterior finish to match the Wilson Street bridge masonry. A draft of the January 20, 2016 ZBA/Commission meeting minutes is attached.

ZBA Action: The ZBA determined that all required findings can be met for, and recommended APPROVAL of, the variances listed below. Applicable conditions to each recommendation are included.

- Section 4.407.B.1.e(2) – to allow an increase in wall sign area up to an additional 41 square feet on the south wall and up to 46 square feet on the west wall. The ZBA included the condition of no added illuminated elements to the north canopy edge.
- Section 4.407.B.2.f(3) – to allow canopy sign elements to project more than 2 inches from the canopy edge. The ZBA included the condition of no added illuminated elements to the north canopy edge.
- Table 4.205.A – to allow parallel parking stalls to be 9 feet wide and perpendicular spaces to be 18 feet long. The ZBA included the conditions of:
 - Additional landscaping be added adjacent to the north parking spaces, with design review approval
 - A curb be added to the west end of the north parking area, extending west to meet the Batavia Avenue sidewalk, similar to what's proposed for the south parking and inside this area should be suitable landscaping, including a tree, with design review approval; and
 - The area south and west of the west end curb for the new south parking spaces be suitably landscaped, including a tree, with design review approval.
- Zoning Code Section 3.303.B – to omit landscaping within 50 feet of Batavia Avenue. The ZBA included the condition of the area south and west of the west end curb for the new south parking spaces be suitably landscaped, including a tree, with design review approval.
- Section 4.203.Q to allow wheel stops.

The ZBA determined that all findings cannot be met for, and consequently DID NOT recommended approval of, the variances listed below.

- Section 4.205.E – to allow a drive through business less than 50 from property designated for residential use in the Comprehensive Plan.
- Section 4.506 – to allow a drive through aisle to be at least 100 feet from away from residentially designated property.
- Section 4.209.A.1 – to allow a drive through lane less than 20 feet wide.
- Section 4.407.B.2.a (3) – to allow a monument sign area in excess of the allowed 32 square feet by adding approximately 27 square feet to the existing sign.

Regarding the lack of a recommendation to approve the monument sign variance, the ZBA stated that if the City Council feels additional monument sign area is appropriate, the Council should require the sign to be lowered to not exceed 8 feet above grade. The sign would need to be set back to allow for visibility of Batavia Avenue.

Plan Commission Action: The Plan Commission was not able to find in the affirmative for all of the required findings for the conditional use. By a vote of 2-4, the motion to recommend approval of the conditional use for the drive through failed. The Commission's recommendation is effectively to deny the conditional use.

Historic Preservation Commission Action: On February 8, 2016, the Historic Preservation Commission (HPC), by a vote of 5-0, approved the Certificate of Appropriateness (COA) for the proposed changes to the building and signs, and the finish of the retaining wall, with the condition that lighting face down only on the north wall of the building to minimize light pollution. This is a non-contributing property and HPC action on this COA is final.

Alternatives: Since the proposal to add the drive through requires approval of several variances, two of which are necessary to even consider the required conditional use, staff has drafted only Ordinance 16-09 for the variances and has not drafted a conditional use ordinance. Ordinance 16-09 is drafted for COW and Council action consistent with the ZBA recommendations; the ZBA recommendation is consistent with the staff recommendation. Of particular importance are the first two (2) variances listed that must be approved for even the consideration of the required conditional use for the drive through.

With the ZBA recommendation to not approve several of the variances, the City Council can approve Ordinance 16-09 only by a supermajority of ten (10) votes. If the COW feels there is enough support to approve all variances, it may direct staff to revise Ordinance 16-09 accordingly. A conditional use ordinance then could be drafted for COW consideration concurrent with reviewing a revised Ordinance 16-09. The conditional use ordinance may contain recommended conditions of approval such as specifying hours for drive through operation, deliveries, and refuse pickup, and for site improvements such as monument sign height, retaining wall design, landscape buffers, employee parking (to facilitate deliveries and trash pickup), and adding a bicycle path along Batavia Avenue from Houston Street to the north property line.

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

- **Pros:** Approval of a revised Ordinance 16-09 that grants all requested variances could allow for the drive through that would increase commerce (sales tax revenue) on the property. Approval of the Ordinance 16-09 also would allow consideration of a conditional use that can impose site improvement and operational conditions to enhance the appearance of the site and lessen its impact to neighboring residents.
- **Cons:** Adding a drive through will increase site activity in close proximity to residential use. The type of increased site activity would impact this residence. The drive-through operation adds complexity and potential conflicts to the internal circulation of the site. This has not been adequately addressed in the information presented to date.
- **Budget Impact:** Other than the cost of staff time expended for the remainder of the entitlement and building permit processes, there is potential for increased revenue from additional sales tax.
- **Staff Impact:** Staff time has and would be used to complete the entitlement process and throughout the building permit processes.

Timeline for Actions: If the COW recommends approval of Ordinance 16-09 as drafted, the Ordinance could go to the City Council on March 21, setting a course to deny the project. If the COW were to direct staff to revise Ordinance 16-09 to set a course to approve the project, it could be brought back to the COW on March 15, along with a conditional use ordinance. City Council review and action could take place as early as March 21.

Recommendations:

- **ZBA:** By votes of 6-0, the ZBA recommended approval of 5 requested variances for wall/canopy signage, parking lot geometry and allowing wheel stops, and to omit landscaping in the Batavia Avenue setback, with conditions noted above and in the attached ordinance. By votes of 0-6, the ZBA failed to recommend approval for the 3 variances for separation of the drive through property and lane to residential, and for added signage to the monument sign. By a vote of 1-5, the ZBA failed to recommend approval of the reduction in the drive through aisle width. The ZBA recommendation for those 4 variances is effectively to deny them.
- **Plan Commission:** By a vote of 2-4, the Plan Commission did not recommend approval of the conditional use. The Commission's recommendation is effectively to deny the conditional use. The Commission continued the design review until after City Council action.

- *Staff:* Staff recommends the COW consider Ordinance 16-09; it is drafted consistent with recommendations of the ZBA and staff. Council approval of Ordinance 16-09 (with a minimum of 10 votes) would grant variances for additional wall/canopy signage, to allow reduced parking lot geometry and to add wheel stops, and to omit landscaping in the Batavia Avenue setback per the site plan exhibit to the ordinance. Council approval of Ordinance 16-09, as drafted, **would not** approve the crucial variances to allow the drive through closer to the residence to the north, effectively extinguishing the conditional use. If the COW feels all variances should be approved, the COW should direct staff to revise Ordinance 16-09 accordingly, and to prepare a conditional use ordinance. The conditional use ordinance may contain conditions for site improvements and operational allowances and restrictions.

Attachments:

1. Draft Ordinance 16-09
2. Draft ZBA/Plan Commission Joint Meeting Minutes, January 20, 2016

- c Mayor and City Council
Department Heads
Jon P. Green, applicant
Harry Mehta, Shell owner
Media

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-09**

GRANT OF VARIANCES FOR DUNKIN' DONUTS-SHELL

**Jon P. Green, Engineering Resources Associates, Applicant
(108 North Batavia Avenue)**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 21st DAY OF MARCH, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 22nd day of March, 2016

Prepared by:
City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-09**

GRANT OF VARIANCES FOR DUNKIN' DONUTS-SHELL

(108 North Batavia Avenue)

WHEREAS, HM1 Batavia, LLC owns the property located at 108 North Batavia Avenue, and has authorized Jon P. Greene to submit an application, on its behalf, for variances to the City of Batavia Zoning Code for property legally described as:

Parcel 1: Lots 4 and 5 in Block 3 in Joseph Orr McKee's Addition to Batavia, in the City of Batavia, Kane County, Illinois (PIN 12-22-132-018); and

Parcel 2: Lot 10 in Assessor's Third Addition to Batavia, in the City of Batavia, Kane County, Illinois (PIN 12-22-132-024); and

WHEREAS, Said application requests relief from various Sections of the Batavia Zoning Code, to allow the addition of a drive-through eating establishment to a fuel and retail facility, for the following:

1. Section 4.205.E – to allow a drive through business less than 50 from property designated for residential use in the Comprehensive Plan;
2. Section 4.506 – to allow a drive through aisle to be at least 100 feet from away from residentially designated property;
3. Section 4.209.A.1 – to allow a drive through lane less than 20 feet wide;
4. Section 4.407.B.1.e(2) – to allow an increase in wall sign area up to an additional 41 square feet on the south wall and up to 46 square feet on the west wall;
5. Section 4.407.B.2a(3) – to allow a monument sign area in excess of the allowed 32 square feet by adding approximately 27 square feet to the existing sign;
6. Section 4.407.B.2.f(3) – to allow canopy sign elements to project more than 2 inches from the canopy edge;
7. Table 4.205.A – to allow parallel parking stalls to be 9 feet wide and perpendicular spaces to be 18 feet long;
8. Zoning Code Section 3.303.B – to omit landscaping within 50 feet of Batavia; and
9. Section 4.203.Q to allow wheel stops; and

WHEREAS, notice was duly executed and the Batavia Zoning Board of Appeals held a public hearing on January 20, 2016; and

WHEREAS, following said hearing, the Zoning Board of Appeals made the following positive findings for the above variances numbered 4, 6, 7, 8, and 9:

1. There are unique circumstances applicable to the property, including its size, shape, topography, location or surroundings, where strict application of the Zoning Code would create a hardship or other practical difficulty, as distinguished from a mere inconvenience, and deprive the property owner of property rights enjoyed by other property owners in the same zoning district;
2. Unique circumstances exist that were not created by the current or previous owners or applicant;
3. The property cannot yield a reasonable return or be reasonably used for the purpose intended by the Zoning Code under the regulations in the district in which it is located;

4. The variance, if granted, would not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located;
5. The variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or the public welfare in general; and

WHEREAS, following said hearing, the Zoning Board of Appeals did not make positive findings for the above variances numbered 1, 2, 3, and 5 and subsequently did not recommend that variances numbered 1, 2, 3, and 5 be granted; and

WHEREAS, following said hearing, the Zoning Board of Appeals recommended that the variances numbered 4, 6, 7, 8, and 9 as listed above be granted, with the following conditions:

1. For variances numbers 4 and 6, no added illuminated elements are allowed to the north canopy; and
2. For variance number 7:
 - a. Additional landscaping be added adjacent to the north parking spaces, with design review approval;
 - b. A curb be added to the west end of the north parking area, extending west to meet the Batavia Avenue sidewalk, similar to what's proposed for the south parking and inside this area should be suitable landscaping, including a tree, with design review approval;
 - c. That the area south and west of the west end curb for the new south parking spaces be suitably landscaped, including a tree, with design review approval; and
3. For variance number 9, the area south and west of the west end curb for the new south parking spaces be suitably landscaped, including a tree, with design review approval; and

WHEREAS, on March 1, 2016, the Batavia City Council's Committee of the Whole reviewed the application and record of the hearing, and concurred with the findings and actions of the Zoning Board of Appeals.

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

SECTION 1: That the application for variances 4, 6, 7, 8, and 9 as listed above, requested by Jon P. Green, to allow the addition of a drive-through eating establishment to a fuel and retail facility at 108 North Batavia Avenue, in accordance with the recommendation by the Committee of the Whole with conditions numbered 1 through 4, below, and the following Exhibits attached hereto, is approved.

1. For variances numbers 4 and 6, no added illuminated elements are allowed to the north canopy; and
2. For variance number 7:
 - a. Additional landscaping be added adjacent to the north parking spaces, with design review approval;
 - b. A curb be added to the west end of the north parking area, extending west to meet the Batavia Avenue sidewalk, similar to what's proposed for the south parking and inside this area should be suitable landscaping, including a tree, with design review approval;
 - c. That the area south and west of the west end curb for the new south parking spaces be suitably landscaped, including a tree, with design review approval; and
3. For variance number 9, the area south and west of the west end curb for the new south parking spaces be suitably landscaped, including a tree, with design review approval; and
4. Lights added to the north side of the building be fully-shielded fixtures with light directed down only.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-09

Exhibit	Plan	Dated	Prepared by
A	Plat of Survey	9/12//12	Todd Surveying
B	Concept Plan	1/11/16	Engineering Resources, Inc.
C	Landscape Plan	Revised 12/16/15	Wingren Landscape
D	Exterior Elevations/Wall Signs	1/21/16	Kolbrook Design
E	Monument Sign	11/2/15	“
F	Canopy Edge Design	-	Shell International Petroleum Co.

SECTION 2: That the application for variances 1, 2, 3, and 5, requested by Jon P. Green, to allow the addition of a drive-through eating establishment to a fuel and retail facility at 108 North Batavia Avenue, in accordance with the recommendation by the Committee of the Whole and the aforementioned Exhibits attached hereto, is denied.

SECTION 3: That this Ordinance 16-09 shall be in full force and effect upon its presentation, passage and publication according to law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 21st day of March, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 21st day of March, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
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 Wetzel, City Clerk

A.L.T.A \ A.C.S.M. LAND TITLE SURVEY

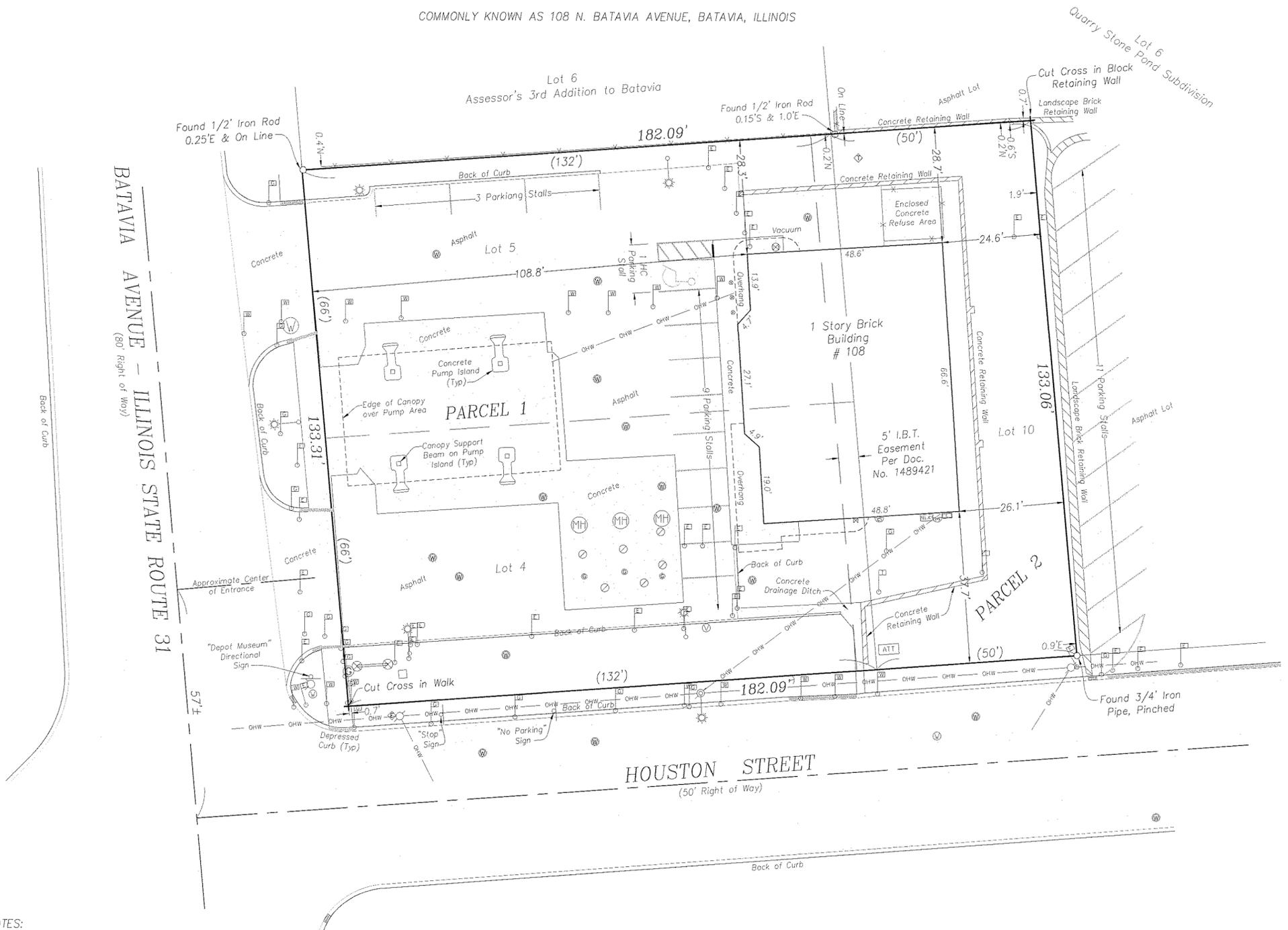
P.I.N.'s
12-22-132-018
12-22-132-024

Exhibit A

PARCEL 1: LOTS 4 AND 5 IN BLOCK 3 IN JOSEPH ORR MCKEE'S ADDITION TO BATAVIA, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS

PARCEL 2: LOT 10 IN ASSESSOR'S THIRD ADDITION TO BATAVIA, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS

COMMONLY KNOWN AS 108 N. BATAVIA AVENUE, BATAVIA, ILLINOIS



- NOTES:
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 - THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.
 - NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.
 - SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
 - THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE FOLLOWING OFFICES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS: TELEPHONE, ELECTRIC, WATER, SEWER, STORM, AND CABLE T.V.
 - THIS IS AN ALTA/ACSM SURVEY. IT IS NOT INTENDED TO BE USED AS THE BASIS FOR ENGINEERING/STRUCTURAL DESIGN.

7. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS, AND OTHER DOCUMENTS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM TITLE COMMITMENT NO. 008873903 PREPARED BY CHICAGO TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF MAY 22, 2012. THE FOLLOWING COMMENTS CORRESPOND TO THE ITEMS NUMBERED IN THE ABOVE REFERENCED COMMITMENT.

SCHEDULE B, ITEM L:

IN OUR OPINION, AN EASEMENT GRANTED TO ILLINOIS BELL TELEPHONE COMPANY RECORDED JANUARY 2, 1979 AS DOCUMENT 1489421, DOES AFFECT THIS PROPERTY, TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF. (PLOTTED)

TABLE A, ITEM 4:

GROSS LAND AREA - 24,248.40 SQ.FT.
- 0.557 ACRES, MORE OR LESS

TABLE A, ITEM 9:

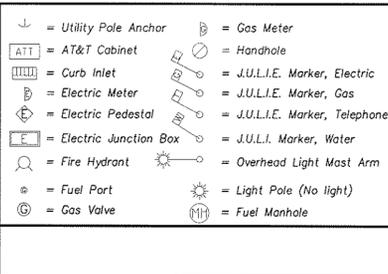
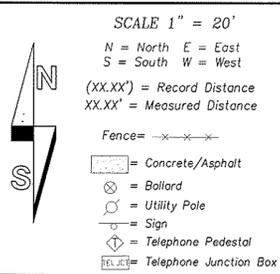
PARKING STALLS - 12
HANDICAP PARKING STALL - 1
TOTAL PARKING STALLS - 13

TO: WAHEED ULLAH;
TALLWOOD PROPERTIES, INC.;
CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4, 7(a), 8, 9, 11(a), 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 8, 2012.

DATED AT YORKVILLE, ILLINOIS ON SEPTEMBER 12, 2012.

Eric C. Pokorny
ERIC C. POKORNY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3818



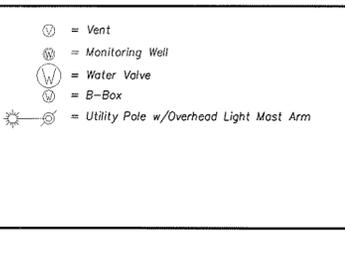
MICHEL C. ENSALADO P.L.S. 2768 EXP. 11/30/2012
ERIC C. POKORNY P.L.S. 3818 EXP. 11/30/2012

TODD SURVEYING

PROFESSIONAL LAND SURVEYING SERVICES

SITE SURVEYING, INC.
1304 SUNSET AVENUE, SUITE E
YORKVILLE, ILLINOIS 60560
PHONE 630-892-1309 FAX 630-892-5544

Survey is valid only if original seal is shown in red.



Client: Tallwood Properties, Inc.

Book #: 2151 Drawn By: PM.EP/Plat #: 08/08/12

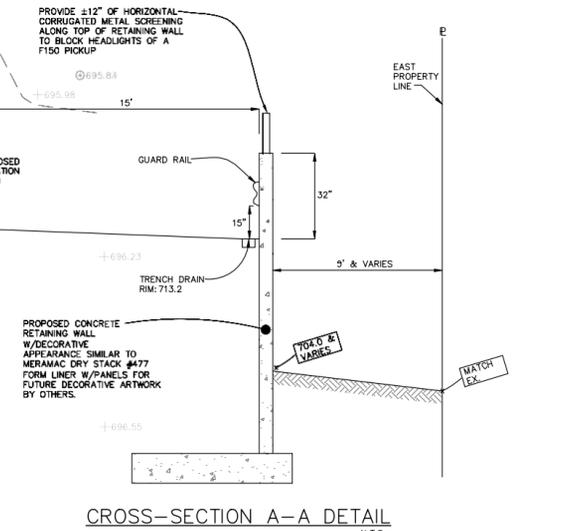
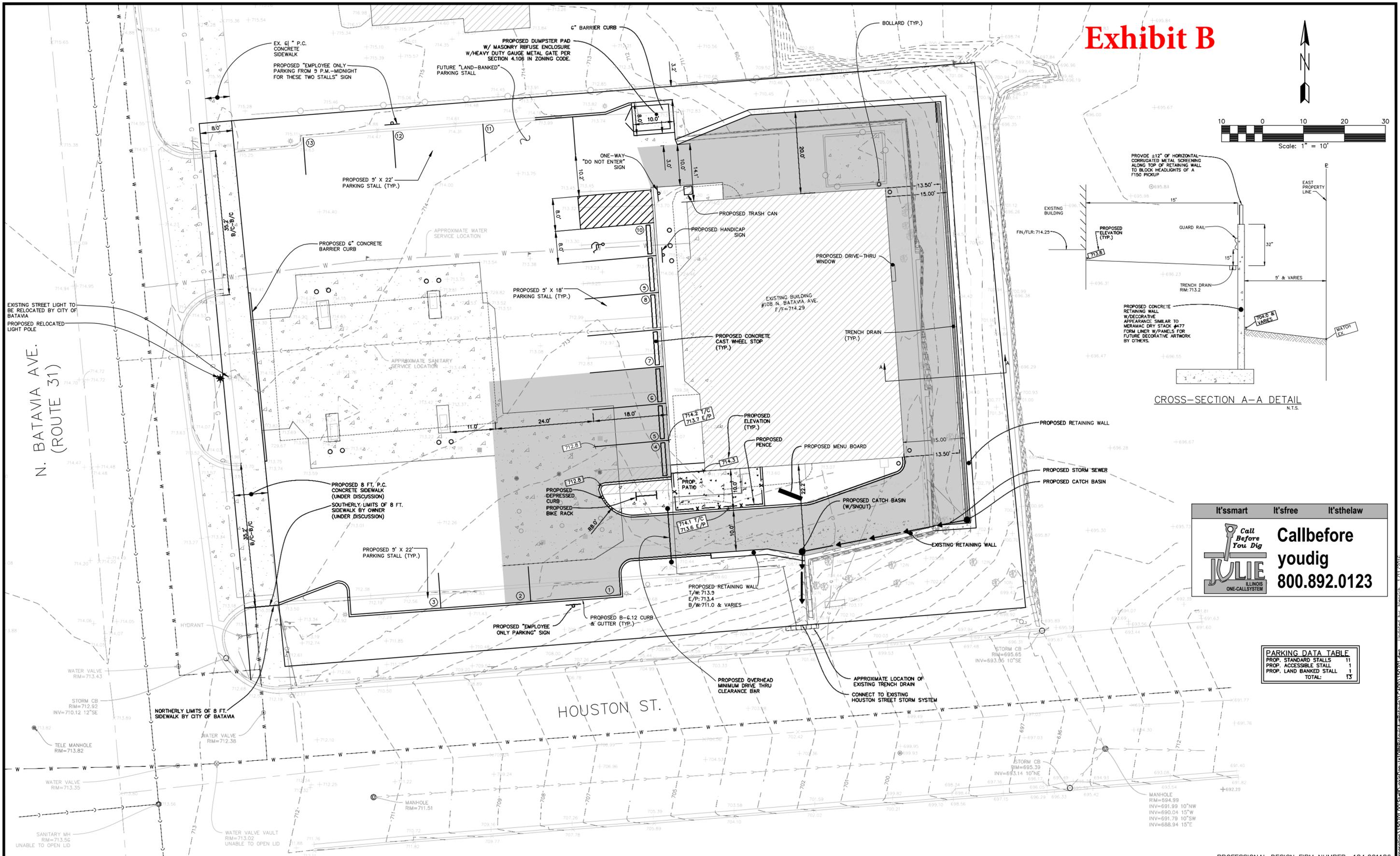
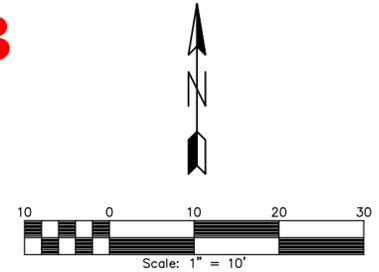
Reference:

Field Work Completed: 08/08/12

Rev. Date	Rev. Description

Project Number: 2012-0592

Exhibit B



CROSS-SECTION A-A DETAIL
N.T.S.

It'ssmart	It'sfree	It'sthelaw
<p>Call before you dig 800.892.0123</p>		

PROP. STANDARD STALLS	11
PROP. ACCESSIBLE STALL	1
PROP. LAND BANKED STALL	1
TOTAL:	13

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS: DRAWN BY: BL CHECKED BY: AK APPROVED BY: JG	ENGINEERING RESOURCE ASSOCIATES, INC. CONSULTING ENGINEERS, SCIENTISTS & SURVEYORS 3570 WEST AVENUE, SUITE 150 WARRENVILLE, ILLINOIS 60055 PHONE: (630) 393-3060 FAX: (630) 393-2152	105 RIVERSIDE PLAZA, SUITE 875 CHICAGO, ILLINOIS 60606 PHONE: (312) 474-7841 FAX: (312) 474-6099	2416 GALENDRIVE CHAMPAIGN, ILLINOIS 61821 PHONE: (217) 351-6268 FAX: (217) 355-1902
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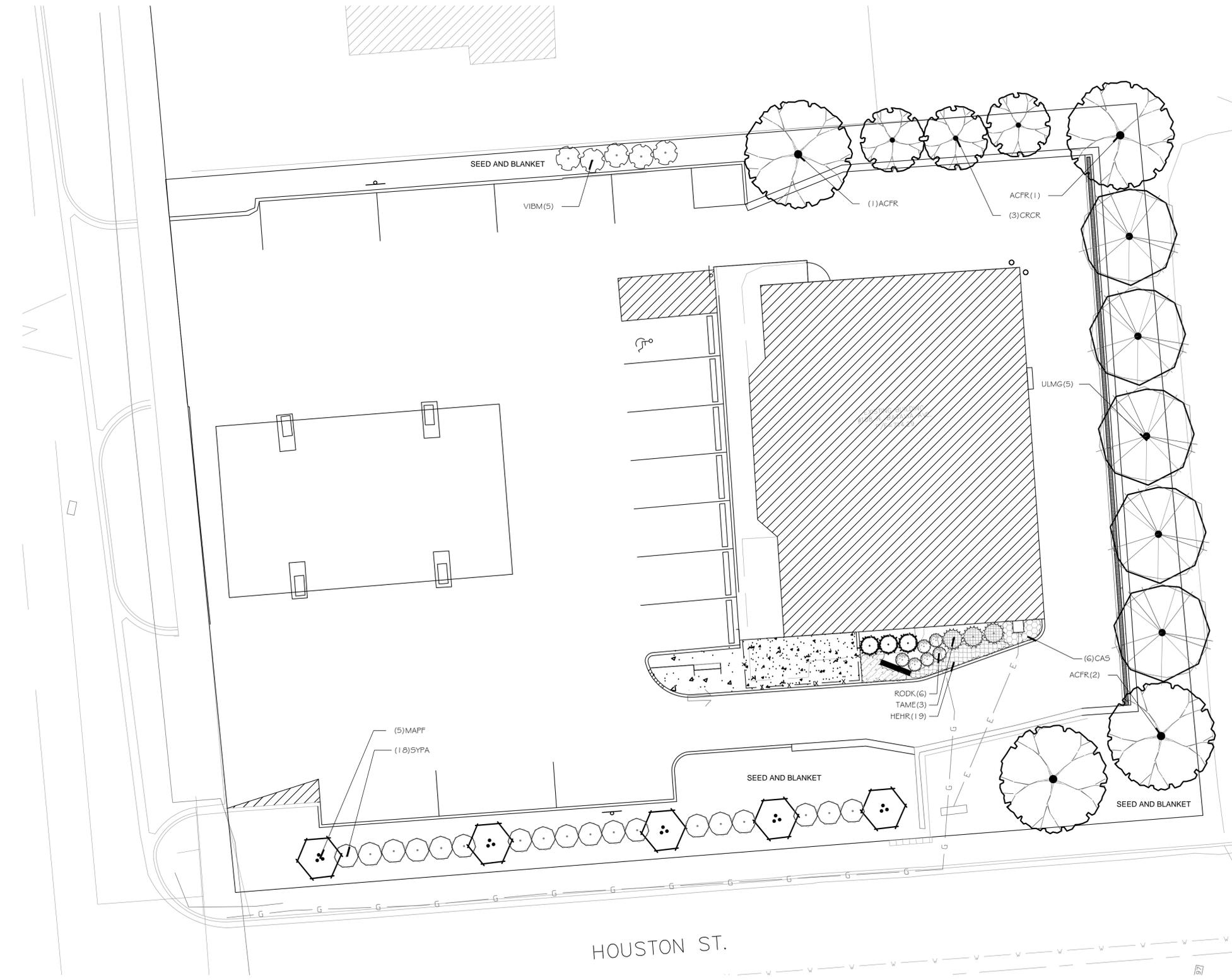
HM1 CORPORATION

TITLE: CONCEPT PLAN SHELL OF BATAVIA BATAVIA, ILLINOIS	PROFESSIONAL DESIGN FIRM NUMBER: 184.001186	SCALE: 1" = 10" DATE: 01/11/16 JOB NO: 150701 SHEET 1 OF 1
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Updated by: Bieprich 7/17/2016
 V:\Production\150701\001\Shell\Batavia\Batavia.dwg (C:\Users\aveabaw\OneDrive\Documents\150701.dwg)

All base information & dimensions are approximate only. All layout to be verified in the field.

Exhibit C



TREES	Quantity	Botanical	Common	Size
ACFR	4	Acer freemanii 'Jeffersred' TM	Autumn Blaze Maple	2.5' BB
CRCR	3	Crataegus crusgalli var. inermis TM	Thornless Cockspur Hawthorn	6' BB
MAPF	5	Malus hybrid 'Prairiefire'	Prairiefire Crab	6' BB
ULMG	5	Ulmus x Morton Glossy TM	Triumph Elm	2.5' BB
EVERGREEN TREES				
THOC	3	Thuja occidentalis 'Mission or Tectny'	Mission or Tectny Arborvitae	6' Ht.
SHRUBS				
RODK	6	Rosa hybrids 'Double Knockout'	Knockout Rose	3 gal
SYPA	18	Syringa pabula 'Miss Kim'	Miss Kim Lilac	30" BB
VIBM	5	Viburnum dentatum 'Blue Muffin'	Southern Arrowwood	5 gal
GROUND COVERS				
GEHR	13	Geranium hybrid 'Rozanne' TM	Hybrid Cranesbill	1 gal
HEHR	19	Hemerocallis hybrid 'Happy Returns'	Happy Returns Daylily	1 gal

Spacing
1 gal 18" o.c.
1 gal 18" o.c.

DECIDUOUS TREE PLANTING DETAIL

DO NOT HEAVILY PRUNE THE TREE. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BRANCHES OR DEAD BRANCHES. SOME LATERAL BRANCHES SHOULD BE PRUNED TO BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

WRAP TREE TRUNKS. REMOVE WRAP IN FIRST SPRING.

EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. DON'T COVER THE TOP OF THE ROOT BALL WITH SOIL.

SET TOP OF ROOT BALL FLARE TO GRADE OR 1" HIGHER IN SLOWLY DRAINING SOILS.

THE MULCH RING SHOULD BE 4" DIA. MULCH AT A DEPTH OF 3". PULL MULCH AWAY FROM TRUNK.

BACKFILL WITH ENRICHED SOIL AND SOIL AMENDMENT MIXED THOROUGHLY OUTSIDE OF PIT.

TAMP SOIL AROUND BASE OF ROOT BALL FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOESN'T SHIFT.

REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM TOP OF ROOT BALL.

IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND ROOT BALL, CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN & INTO PLANTING HOLE.

PLACE ROOT BALL ON UNENRICHED OR TAMPED SOIL.

WATER THOROUGHLY AFTER PLANTING.

CONIFEROUS TREE PLANTING DETAIL

DO NOT HEAVILY PRUNE THE TREE. PRUNE ONLY BRUSH OR DEAD BRANCHES. DO NOT DAMAGE OR CLIP THE CENTRAL LEADER.

EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. DON'T COVER THE TOP OF THE ROOT BALL WITH SOIL.

TREE FIT WIDTH IS TO BE A MINIMUM OF TWO TIMES THE WIDTH OF THE ROOT BALL.

WRAP TREE TRUNKS. REMOVE WRAP IN FIRST SPRING.

SET TOP OF ROOT BALL FLARE TO GRADE OR 1" HIGHER IN SLOWLY DRAINING SOILS.

THE MULCH RING SHOULD BE 4" DIA. MULCH AT A DEPTH OF 3". PULL MULCH AWAY FROM TRUNK.

BACKFILL WITH ENRICHED SOIL AND SOIL AMENDMENT MIXED THOROUGHLY OUTSIDE OF PIT.

TAMP SOIL AROUND BASE OF ROOT BALL FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOESN'T SHIFT.

REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM TOP OF ROOT BALL.

IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND ROOT BALL, CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN & INTO PLANTING HOLE.

PLACE ROOT BALL ON UNENRICHED OR TAMPED SOIL.

WATER THOROUGHLY AFTER PLANTING.

SHRUB PLANTING DETAIL

DO NOT HEAVILY PRUNE THE SHRUB AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BRUSH OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED TO SHAPE SHRUBS.

SHRUB FIT WIDTH IS TO BE A MINIMUM OF TWO TIMES THE WIDTH OF THE ROOT BALL.

RANGE ALL TWINE, ROPE, WIRE AND BURLAP FROM TOP OF ROOT BALL.

SET SHRUB IN FLUID AND STRAIGHTEN IF SETTLING OCCURS.

PLACE ROOT BALL ON UNENRICHED OR TAMPED SOIL.

WATER THOROUGHLY AFTER PLANTING.

PERENNIAL AND GROUNDCOVER PLANTING DETAIL

SET PLANT IN GROUND SO THAT THE CROWN IS FLUSH WITH THE GROUND. DO NOT COMPACT OR PRESS PLANT INTO THE SOIL.

MULCH TO A DEPTH OF 1" AROUND PLANT.

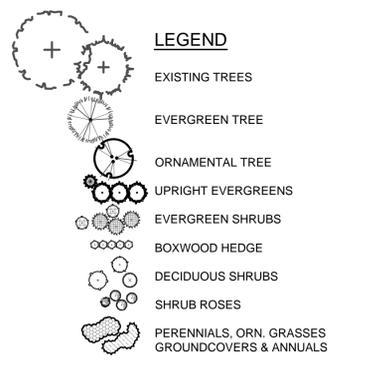
IF ROOTS OF PLANT ARE ENCRUSTING THE CONTAINER, GENTLY LOOSEN THE ROOTS WITH FINGERS SO THEY WILL GROW OUTSIDE OF THE CONTAINER SOIL.

ADD 2" OF COMPOST OR SPECIFIED SOIL MIX AND FILL IN TO A DEPTH OF 8" BEFORE PLANTING.

WATER THOROUGHLY AFTER PLANTING.

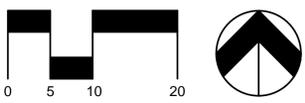
GENERAL NOTES

- Species and sizes of plants listed in the plant list are subject to availability at time of installation. If substitutions are necessary, the landscape contractor shall submit all requests to the owner for approval.
- All underground utilities are to be located prior to digging. If utilities or other obstructions are discovered to conflict with grading or plant placement, notify the landscape architect so that adjustments can be made.
- Backfill trees and shrubs with amended topsoil mixed thoroughly outside of the planting pit. Mulch trees and shrubs with 3" hardwood mulch and pull mulch away from the base.
- Perennial and groundcover beds are to be amended with 2" planting mix and tilled in to a depth of 8". Perennials and groundcovers are to be top dressed with 1" mulch.
- Provide positive drainage flow. Do not obstruct the natural or engineered drainage flow patterns. Notify the landscape architect or owner of any drainage concerns.
- The landscape contractor shall take all precautions to protect existing plants, lawn, and paved areas to remain. Any damage to these areas shall be repaired or replaced by the landscape contractor. Damaged lawn areas are to be re-graded and restored with sod.
- All bed edges are to be well shaped 'spade cut' edges, 3" deep, formed in lines or curves as shown on the drawings.
- Apply a pre-emergent for grassy and broadleaf weeds to all shrub beds and tree rings. Do not apply pre-emergent to beds of groundcovers or annuals.
- The contractor is to provide finished grade to a tenth of a foot with sufficient quality top soil. Topsoil to be 4" min. in all lawn areas. The landscape contractor is to provide fine grade only.



LANDSCAPE PLAN

SCALE: 1" = 10'-0"



WINGREN LANDSCAPE
ALL THINGS OUTDOOR

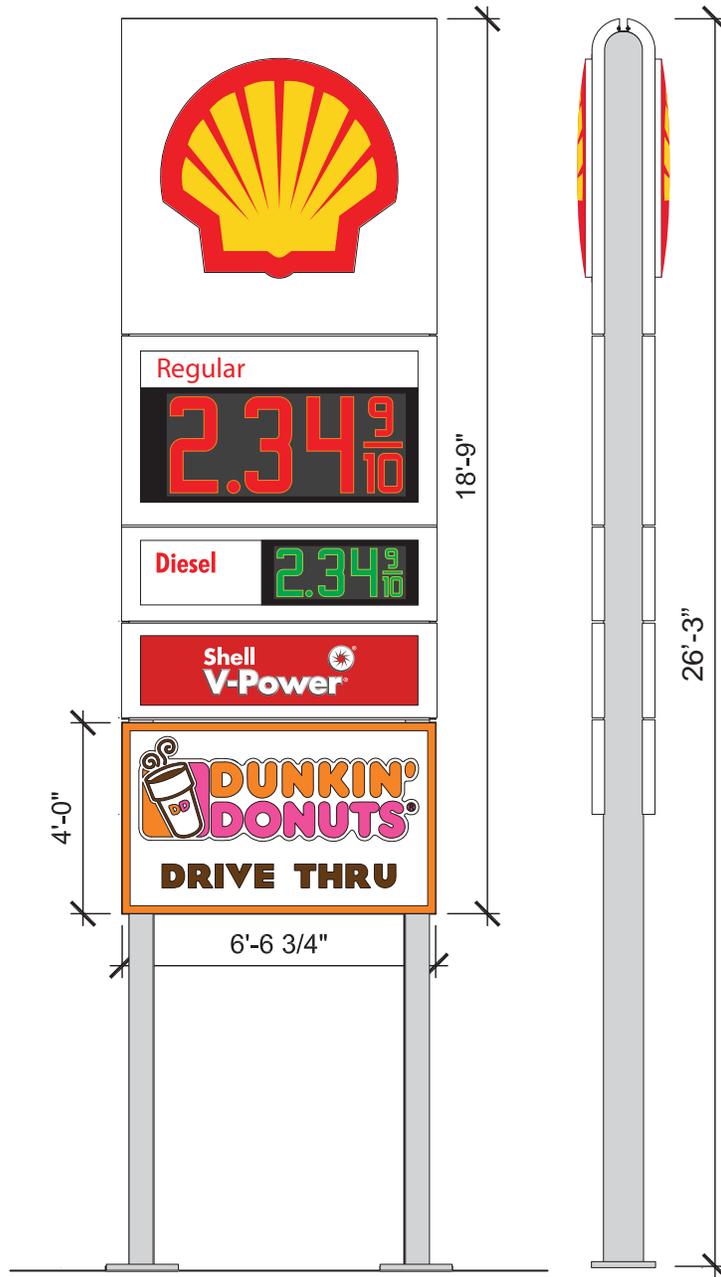
5126 Walnut Ave.
Downers Grove, IL 60515
TEL 630.759.8100
www.wingrenlandscape.com

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Dunkin' Donuts
Batavia, IL

REVISIONS: REVISION # BY DATE COMMENTS 12.16.15	SHEET TITLE: LANDSCAPE PLAN	DATE: 10.28.15 JOB: P- SCALE: 1"=10' BY: JZ, EB
SHEET L1 OF 1		

Exhibit E



PROPOSED PYLON SIGN OPTION
123.05 SF. (39.79 SF. ADDITIONAL)

1 PYLON SIGN ELEVATION
SCALE: 1/4" = 1'-0"

ARCHITECT:



828 DAVIS STREET
SUITE 300
EVANSTON, IL 60201
Ph 847.492.1992

PROJECT:

Dunkin Donuts - Batavia

108 North Batavia Ave.
Batavia, IL 60510

Job No.

1425.038

Issue Date

11/02/2015

Project Area

Exhibit F

2.2.5 LEVEL 1 FASCIA

LEVEL 1

Level 1 is intended for all NTIs and KDRs unless prohibited by local legislation. Level 1 is also intended for all primary and strong secondary competitive conversion sites.

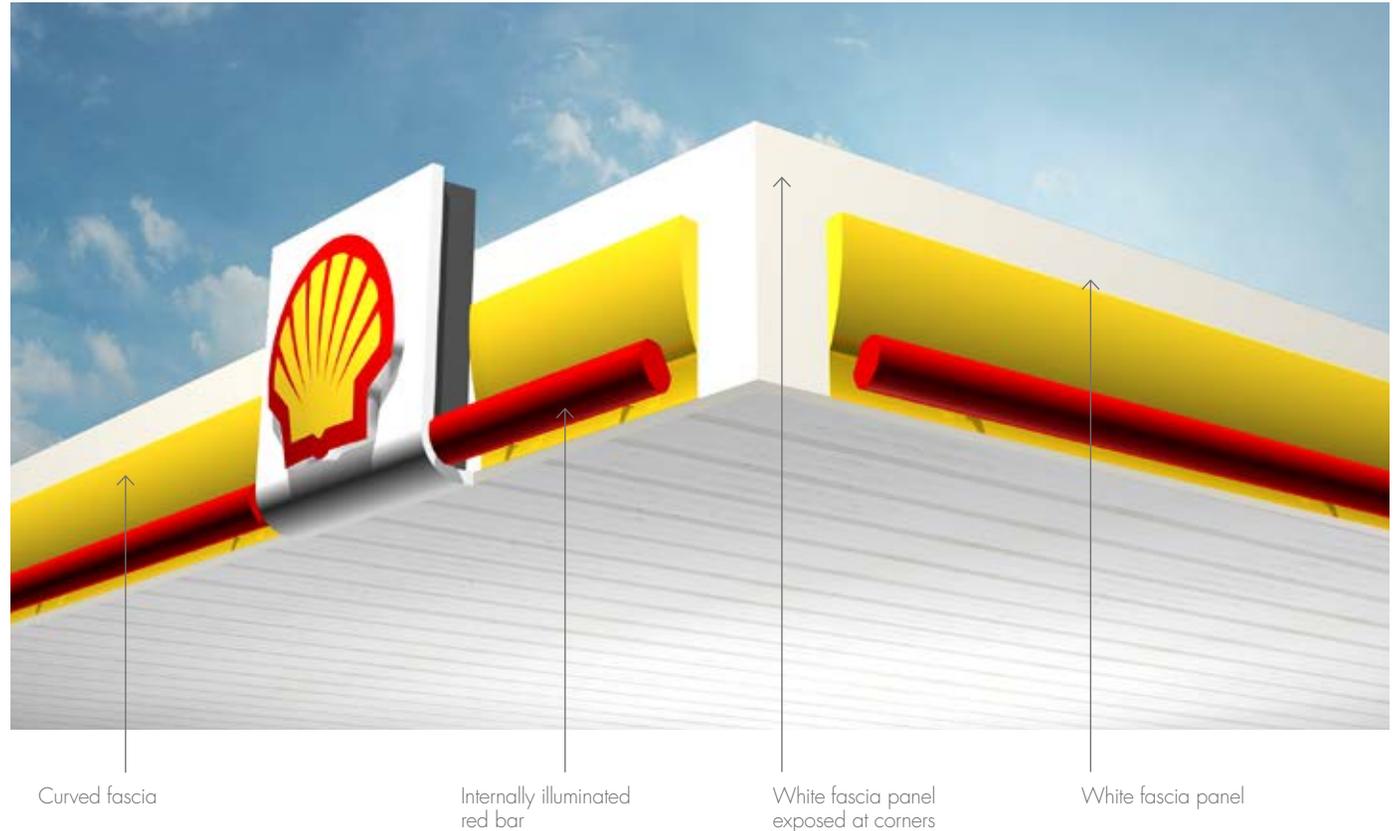
The Level 1 fascia should be used on the most prominent sides, usually the front and most visible sides. The Level 2 fascia should be applied to the less visible sides.

CANOPY FASCIA

The Level 1 canopy edge treatment consists of a Shell Yellow curved fascia panel attached to a Shell White flat fascia, while an internally illuminated LED Shell Red bar provides both red illumination to the bar and face illumination to the yellow field.

PECTEN PANEL ILLUMINATION

The illumination of the Pecten is mandatory on all levels.



MINUTES
January 20, 2016
PLAN COMMISSION & ZONING BOARD OF APPEALS
City of Batavia

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 Board 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.

1. MEETING CALLED TO ORDER

Chair LaLonde called the meeting of the Plan Commission & Zoning Board of Appeals to order at 7:00 p.m.

2. ROLL CALL

Members Present: Tom LaLonde, Chair; Gene Schneider, Vice-Chair; Tom Gosselin, Commissioner; Sara Harms, Commissioner; Joan Joseph, Commissioner; Sue Peterson, Commissioner (arrived 7:04 p.m.)

Members Absent: None

Others Present: Scott Buening, Director of Community Development; Drew Rackow, Planner; Jeff Albertson, Building Commissioner; Joel Strassman, Planning & Zoning Officer; and Cheryl Shimp, Recording Secretary

3. ITEMS REMOVED/ADDED/CHANGED

None

4. APPROVE MEETING MINUTES

Motion: To accept the minutes of the January 6, 2016 Meeting as presented.

Maker: Joseph

Second: Schneider

Voice Vote: 5 Ayes, 0 Nays, 1 Absent. All in Favor. Motion Carried.

5. PUBLIC HEARING: Proposed Dunkin Donuts Drive-Through at Shell Gas Station located at 108 North Batavia Avenue

Motion: To open Public Hearing for Variances & Public Hearing for Conditional Use

Maker: Schneider

Second: Joseph

Voice Vote: 5 Ayes, 0 Nays, 1 Absent. All in Favor. Motion Carried.

The Public Hearing was opened at 7:03 p.m.

Strassman explained that Harry Mehta, operator of the Shell gas station at Batavia Avenue and Houston Street is seeking to add a Dunkin' Donuts franchise in the building and to add a drive through. To

accomplish the proposal, the City Council will need to approve several variances and a conditional use. Additionally, Plan Commission approval of design review is needed.

The property is zoned DMU Downtown Mixed Use, as are all corners of this intersection. The property immediately to the north is designated for residential use in the Comprehensive Plan and is zoned R-2 Two Family Residential; it is improved with a single family residence.

The Zoning Board of Appeals (ZBA) has the responsibility of conducting the public hearing and determining if the findings for approval for each variance have been met. The ZBA must take a narrow view of the proposal – one that is limited to the findings for approval as stated in the Zoning Code. The City Council may take into consideration other factors.

The Findings for Approval for variances as stated in the Zoning Code are as follows:

- A. There are unique circumstances applicable to the property, including its size, shape, topography, location or surroundings, strict application of the Zoning Code would create a hardship or other practical difficulty, as distinguished from a mere inconvenience, and deprive the property owner of property rights enjoyed by other property owners in the same zoning district; and
- B. Such unique circumstances were not created by the current or previous owners or applicant; and
- C. The property cannot yield a reasonable return or be reasonably used for the purpose intended by the Zoning Code under the regulations in the district in which it is located; and
- D. The variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located; and
- E. The variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or the public welfare in general.

There are 2 variances that must be approved by the City Council in order to approve the conditional use for the drive through. The first one is for the lack of separation between the subject property and residential property. Properties with drive throughs must be at least 50 feet from properties designated for residential use in the Comprehensive Plan. The proposed property abuts the residential property to the north. Additionally, drive through aisles need to be at least 100 feet from residentially designated property. Only 50 feet would be provided to the residence to the north.

Except for altering the site for product rebranding, fuel/convenience-type retail has been continuous at this location for many years. While business may increase with the proposed drive through, it is not within the parameters of a variance to grant them solely for the purpose of survivability of a business as the applicant suggests in his submitted material.

Applying the required Findings for Approval for these 2 variances, staff feels that Findings A and B can be met, due to the site's slope. The current business operator acquired the business within the past year or two. Since then, no gas stations have opened in Batavia and one in downtown has ceased selling gas. Staff believes the property has the ability to house a viable a gas station, essentially as has been continuous for many years, therefore Finding C cannot be met. Finding D may be met considering the long-time presence of the former Burger King and Hardee's nonconforming site across Batavia Avenue. Finding E is difficult to meet due to the property being contiguous to residential and the drive through lane being only 50 feet away from the house. While the property-to-property condition is similar to the drive through situation across Batavia Avenue, the distance to the neighboring house is much less, and

there is a public alley located between the properties. Despite proposed landscaping to shield the drive through lane and even if a solid fence or wall would be erected, the lack of distance increases the possibility of the drive through negatively affecting the property to the north. Staff feels Finding E cannot be met.

Since staff believes all findings cannot be met, staff would recommend the ZBA not recommend approval of the variances for these separation distances.

Drive through lanes must be at least 20 feet wide to provide by-pass capability. A variance is requested to provide a minimum 10 foot wide lane. The Code does not specify a minimum width for lanes without bypass capability.

The applicant contends the slope of the site makes it cost-prohibitive to extend the drive through lane further east, and that the proposed aisle width is functional and safe. Other drive through businesses in town lack a by-pass lane. Staff is concerned that vehicle length and driver ability factors will affect this site more than others. Minimal turning area is proposed, and drivers that lack ability or do not obey posted maximum vehicle length limits may get stuck in one of the required 90 degree turns. The 20 foot minimum would provide added turning area.

The property's slope address Findings A and B that can be met, however, staff feels Finding C cannot be met. Having a unique slope, Finding D may be met. Staff feels an instance of a vehicle being stuck in the drive through lane would have minimal lasting impact on the general public, therefore, Finding E can be met.

Since staff believes all findings cannot be met, staff would recommend the ZBA not recommend approval of the aisle width variance.

Canopy edge signage is counted as part of the allowable wall sign area. Multi-colored canopy edges displaying brand identity is signage. Most or all of the allowed wall sign area is already taken by the existing canopy edge treatment. Adding signs to this building's walls requires a variance.

Staff has consistently deemed multi-colored canopy edges displaying brand identity as signage. The applicant suggests this unfairly restricts the amount of signage on the building's walls, resulting in a competitive disadvantage for this property compared to other multi-tenant locations. Requesting a variance to display building wall signage is reasonable, and the requested amount of square footage is also reasonable. The HPC would review the designs of proposed signs. Staff is concerned with adding illumination to the north facing canopy edge as it would affect the residence to the north.

The Batavia Zoning Code's assigning canopy edge sign area to the allowable wall sign area effectively eliminates the opportunity for this site to display effective signage on the building's walls. For this reason, staff believes Findings A and B can be met. Building signage is an important factor in the success of a business and is generally available to all business locations, therefore, Findings C and D can be met. The proposed canopy edge changes visually will be minimal and would not affect others, except for the proposed illuminated bar on the north canopy edge. If this were non-illuminated, Finding E could be met.

With a ZBA condition of no added illuminated elements to the north canopy edge, all Findings can be met, and staff would recommend approval of the requested wall sign variance.

Monument signs are limited to 6 feet in height and 32 square feet. The existing sign's height of approximately 26 feet and area of approximately 83 square feet are nonconforming. The variance request is to increase the sign area by approximately 26.5 square feet, by adding an illuminated Dunkin' Donuts panel below the existing sign panels. The applicant states that the sign is necessary due to corporate requirements and would identify the additional tenant. Sign height would not increase. The added sign would help with increased competition from the additional Randall Road gas stations.

Staff recognizes the importance of providing tenant identification on freestanding signs. Staff feels the existing sign is overly tall and out of place in downtown Batavia. While added sign area would help the new business and allow the existing Shell messages to remain, the sign should be lowered in height to 8 feet, the allowed height for fuelling facility signs. Lowering the sign to offset the impact of added sign area may be a better compromise than reducing the amount of Shell's sign area.

Despite staff supporting additional sign area, staff believes that Findings A, B, C, and D cannot be met. Additional sign area would not result in a significant change, therefore Finding E can be met. Lowering the sign strengthens this opinion.

Since staff believes all findings cannot be met, staff would recommend the ZBA not recommend approval of the sign height and area variances. Staff encourages the ZBA to consider noting for the record that if the City Council feels adding sign area is appropriate, the City Council should require the sign to be lowered to not exceed 8 feet.

Sign element projections are limited to 2 inches from the canopy edge. The applicant states that Dunkin's corporate requirements for signage would project by more than allowed. There would be no negative effect by the added projection. The City's 2 inch limit is arbitrary and projection by an additional 2 inches would be similar to signage other gas stations have.

Staff feels that the 2 inch projection can be limiting and feels the requested projection is reasonable. Similar to the wall sign variance, staff feels the projection for the north canopy edge should not include any new illuminated sign elements.

With a ZBA condition of no added illuminated elements to the north canopy edge, all Findings can be met, and staff would recommend approval of the sign projection variance.

Ninety (90) degree parking spaces must be a minimum of 19 feet long and parallel spaces must be 10 feet wide. The proposed parking space dimensions replicate the existing dimensions and would be applied to the added parking along the south side of the site. The applicant notes these dimensions have functioned for years without incident. The addition of the drive through would not affect the parking spaces.

Staff feels there will be increased site traffic and vehicle maneuvering with a drive through. Staff is concerned about site maneuverability and reducing parking geometry exacerbates this concern. The south spaces may be widened, reducing potential conflicts. This would eliminate the need for a variance, but could trigger the need for an additional retaining wall due to the property's slope.

The slope along Houston is a limiting factor. The other reduced geometry would simply match what exists - nonconforming conditions. Findings A, B, C, and D may be met. The effect to the "public welfare in general" could exclude persons on this property being affected by the proposed changes, therefore, there may be no adverse impact elsewhere. Finding E can be met. Since staff believes all

findings can be met, staff would recommend the ZBA recommend approval of the parking geometry variances with the conditions that:

1. Additional landscaping be added adjacent to the north parking spaces;
2. A curb be added to the west end of the north parking area, similar to what's proposed for the south parking with landscaping; and
3. That the area south and west of the west end curb for the new south parking spaces be suitably landscaped.

Thirteen (13) parking spaces are required. The applicant notes that 12 spaces would be provided with one space landbanked. Landbanking parking does not require a variance; it may be sought through an administrative use approval. Staff feels that since the landbanked parking space would remain paved and not be landscaped, the space simply should be striped as shown. Staff may approve an application for landbanked parking if that area was landscaped.

The applicant notes that the required amount of parking is excessive. If the ZBA feels fewer parking spaces would be acceptable, this could allow for increased circulation area and reduce potential conflicts. The ZBA can continue consideration of this variance to allow a revised proposal to be submitted. Staff encourages exploration of solutions to this and other noted issues.

Staff feels unique circumstances have not yet been demonstrated applicable to the required Findings. Since staff believes all findings cannot be met, staff would recommend the ZBA not recommend approval of the parking supply variance.

The Zoning Code requires landscaping within 50 feet of Batavia Avenue. The addition of the south parking encroaches into this area. The applicant notes the impossibility of providing additional parking elsewhere. Parking in this area is common in the vicinity. The location of these proposed spaces does not alter the function of the site.

Staff acknowledges the limited opportunities to locate additional parking. Reducing parking in front of the store forces the parking to go elsewhere. Staff Findings A, B, C, D, and E may be met. Staff would recommend approval of this variance, subject to the area south and west of the west end curb for the south parking spaces be suitably landscaped, including a tree.

The Zoning Code prohibits wheel stops. Wheel stops are proposed for parking spaces along the storefront. The applicant wishes to retain the existing walkway space along the storefront without vehicle overhang. Wheel stops can provide for this space. Pedestrian convenience and safety would be enhanced.

Staff encourages pedestrian safety. Vehicles overhanging the walkway can limit safe passage. Little space exists to lengthen parking or widen the existing walkway. Having these existing conditions, the situation warrants consideration of code relief. Staff feels all Findings A-E can be met, therefore, staff would recommend approval of this variance.

The Plan Commission must review the requested conditional use. While drive through businesses generally is less desirable in downtown, this property is at the edge of the DMU District and is already designed as an automobile-oriented site. Staff agrees with the submitted Traffic Impact Analysis regarding traffic generation, but feels the limited front area space for maneuverability among gas, convenience store, and drive through customers, coupled with parking essentially surrounding this area

will challenge drivers to get to and from the various site facilities. At times of high demand this difficulty may extend to vehicles trying to enter the site, thus potentially affecting traffic on Batavia Avenue.

A requirement of the conditional use is that drive through business properties must be at least 50 feet away from properties designated for residential use in the Comprehensive Plan and drive through aisles must be at least 100 feet from away from residentially designated property.

The Plan Commission must consider conditional uses in light of the Findings Required for Approval. These Findings are:

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

Unlike how the ZBA must apply its Findings, the Commission does not need to find in the affirmative for any of the Findings in order to recommend approval; the Commission must simply reach conclusions of whether each Finding has been met.

For Finding #1, staff feels the residential property immediately to the north and its inhabitants may potentially be negatively affected by the increased traffic being brought closer to the residence. While proposed landscaping can provide some buffering, and adding a solid fence or wall can increase screening, neither would work as well as distance. Staff believes Finding #1 cannot be met.

For Finding #2, staff believes the drive through business, with approved variances requiring added buffering features such as more landscaping and a wall along the north property line, is aligned with Comprehensive purposes of enhancing commerce in the downtown. The use would, however, be contrary to principles of providing transitions between non-residential and residential uses. In balance, staff believes Finding #2 cannot be met.

For Finding #3, with approved variances as conditioned, the use would conform generally with applicable codes and requirements. Staff believes Finding #3 can be met.

For Finding #4, as stated above most nearby properties would not be unreasonably affected, but the property immediately to the north, being single-family residential, could be. In balance, staff believes Finding #4 cannot be met.

The Commission must also conduct the design review. Due to the number of variances needed and staff's beliefs of the inability to meet the required Findings for variances and conditional use, staff cannot support the design review. Several positive site changes are proposed and itemized in the staff report to the Commission. Additional details, however, are needed.

Refuse enclosures specifications comply with Code, but the site plan must include elevations. The enclosure walls should mimic the building's finishes. Design elevations for the proposed retaining walls need to be provided, along with the specified corrugated metal screening added to the top of the wall. The HPC would review the design of these too. The site plan notes the City of Batavia to relocate the Batavia Avenue streetlight; this specification must be removed from the plan.

Staff feels the proposed patio area would be enhanced by a stair connection to the Houston Street sidewalk. The Commission may consider the merits of this feature. Other revisions to the site and landscape plans would be needed to reflect conditions of variance and conditional use approvals. The Fire Department has reviewed the plan and auto-turn, and feels what is proposed would be adequate. Specific turning radii would need to be provided with the final site plan/engineering.

Design Review consideration involves the Commission determining the following Findings for Approval:

- A. The project is consistent with applicable design guidelines.
- B. The project conforms to the Comprehensive Plan, and specifically to the Land Use, Urban Design, and Environment Elements.
- C. The project is consistent with all applicable provisions of the Zoning Code.
- D. The project is compatible with adjacent and nearby development.
- E. The project design provides for safe and efficient provision of public services.

Staff recommends the Commission and ZBA simultaneously conduct the open meeting for the design review and the public hearing for the variances and conditional use. If the Commission and/or ZBA feel that it would like to continue the hearing to allow for revisions to be made to any part of the proposal, the Commission and ZBA should continue the hearing for variances and conditional use, and continue the design review to a date specific. Only after all information has been offered and speakers have spoken, the Commission and ZBA should close the hearing.

The ZBA must act on the requested variances before Plan Commission action. The ZBA must first reach its findings for each variance. If the ZBA can find in the affirmative for each variance, the ZBA can recommend City Council approval of those variances. If the ZBA cannot find in the affirmative for each of the Findings, the ZBA cannot recommend approval of those variances. As an alternative to taking action now, the ZBA may continue the public hearing for one or all of the variances to a specific date and provide direction to staff and the applicant for design modifications.

Staff recommendations for each variance are based on staff's determination of whether Findings can be made in the affirmative.

1. Section 4.205.E – to allow a drive through business less than 50 from property designated for residential use in the Comprehensive Plan. Staff Recommends Denial
2. Section 4.506 – to allow a drive through aisle to be at least 100 feet from away from residentially designated property. Staff Recommends Denial
3. Section 4.209.A.1 – to allow a drive through lane less than 20 feet wide. Staff Recommends Denial
4. Section 4.407.B.1.e(2) – to allow an increase in wall sign area up to an additional 41 square feet on the south wall and up to 46 square feet on the west wall. Staff Recommends Approval with the condition of no added illuminated elements to the north canopy edge

5. Section 4.407.B.2a(3) – to allow a monument sign area in excess of the allowed 32 square feet by adding approximately 27 square feet to the existing sign – Staff Recommends Denial
6. Section 4.407.B.2.f(3) – to allow canopy sign elements to project more than 2 inches from the canopy edge. Staff Recommends Approval with the condition of no added illuminated elements to the north canopy edge
7. Table 4.205.A – to allow parallel parking stalls to be 9 feet wide and perpendicular spaces to be 18 feet long. Staff Recommends Approval, with the following conditions:
 - Additional landscaping be added adjacent to the north parking spaces, with design review approval
 - A curb be added to the west end of the north parking area, extending west to meet the Batavia Avenue sidewalk, similar to what's proposed for the south parking and inside this area should be suitable landscaping, including a tree, with design review approval; and
 - That the area south and west of the west end curb for the new south parking spaces be suitably landscaped, including a tree, with design review approval.
8. Table 4.204 – to allow 12 parking spaces where 13 are required. Staff Recommends Denial
9. Zoning Code Section 3.303.B – to omit landscaping within 50 feet of Batavia Avenue – Staff Recommends Approval subject to the area south and west of the west end curb for the new south parking spaces be suitably landscaped, including a tree, with design review approval
10. Section 4.203.Q to allow wheel stops – Staff Recommends Approval

For the conditional use, the Commission must open and conduct the public hearing the same as the ZBA hearing and reach conclusions for each Finding. As with the variances, the Commission may continue the hearing. Since staff recommends denial of the 2 variances needed for the distance separating residential from the drive through, staff recommends denial of the conditional use

For the design review, the Commission should consider and discuss the merits of the proposed plan. If the Commission wishes to take action, it must first reach conclusions for each Finding. Due to the number of design items yet to be addressed and needed revisions, many due to potential changes with variance and/or conditional use approval, staff recommends a continuance.

At this time, Chair LaLonde swore in audience members wishing to give testimony.

Steve Vasilion, Vasilion Architects – Introduced all team members involved in the proposal. Vasilion stated that there is clearly a viability issue on this site, having had 4 owners within the last 5 years. At the peak of gasoline operations, this site sold approximately 150,000 gallons of fuel per month. Currently the site is experiencing between 50,000 and 60,000 gallons per month. Vasilion reported this is due to the creation and development of the Randall Road corridor, which takes traffic away from the downtown area. He believes this is a huge factor and is puzzled that survivability of a business cannot be considered. Every gas station within the City offers some kind of supplementary service in order to be viable. The applicant is looking to put \$700,000 to \$800,000 into this site for upgrades and improvements. This is also the applicant's one and only business. Without the drive-through there is no Dunkin' Donuts and without Dunkin' Donuts there won't be a viable business. The increase in having Dunkin' Donuts will not return traffic to the 150,000 gallons of fuel sold per month level. This site has supported much heavier traffic. Route 31 has approximately 16,000 vehicles a day traversing it, which dwarfs the impact this proposal. Vasilion said that he was troubled by the fact that the presence of a canopy, regardless of how it is decorated, is still considered signage in the Zoning Code and he finds this discouraging to any business. He

appreciates that Staff finds the signage request appropriate, however, encourages the code should be revisited and possibly changed. The monument sign issue didn't mention that the current sign predates the current 3-tier criteria for establishing building signs. Now Staff wants to change the sign. In 2012, the nearly exact proposal for signage revision was approved. Why was it okay in 2012 to do it but not now? Why is it that a pre-existing sign that works very well now needs to be removed in order to add additional signage (Dunkin' Donuts) to it. There is a perfectly functioning sign that Staff wants to take down. Vasilion noted that the applicant has not come to the City asking for money. Everything that is being done is being funded by the owner. The amount of money to remove the sign and replace with a smaller sign is counter-productive to the challenges that a small businessman faces when trying to improve to improve his site and make it viable. The current proposal includes outdoor seating and a bike rack area. Amenities the applicant has voluntarily included to tie in with the bike and pedestrian traffic from Houston Street. The cost of the sign change will make these improvements impossible and creates an unrealistic hardship. He appreciates that Staff is supportive of the canopy edge treatment and parking stall dimensions and landscaping improvements. Vasilion stated that the original plan submitted had 13 parking stalls (as required) and it was at the recommendation of the City that it be changed to 12 stalls with 1 land banked in order to improve circulation on the site. Now, after the applicant compiled, Staff has rejected this proposal. As such, the applicant will go back to the original plan and keep the 13 parking stalls, which would not require a variance. Applicant is fine with the landscaping at Batavia Avenue, curbing and wheel stops along the front of the building. Positive improvements to the site include: updating the building elevations all the way around; repainting and updating of the plain concrete block walls; lighting improvements; the east and south elevations of the project will be improved; a wider sidewalk will be created along Batavia Avenue to function as an extension of the bike/walk; removal of all the unpleasant planting materials and providing real landscaping; the current refuse enclosure is unsightly and will be replaced with a masonry with lockable gates and the applicant has agreed to provide a curb along Route 31 separating the gas pumping area from the sidewalk. Vasilion noted that the applicant has made several revisions based on Staff's recommendations to include concrete stamping on the retaining walls to mimic limestone. He believes there is plenty of detail provided to warrant a vote this evening and would like to get a "thumbs up or thumbs down" in order to move on.

Jon Green, President Engineering Resource Associates, Warrenville, Illinois – Green stated that he prepared the site survey and civil engineering drawings for this project. He stated that the existing site could comply with fewer variances if it were starting from scratch. There are existing, natural topographical features that are unique to this part of Batavia. The property slopes off, or falls off, approximately 15 to 20 feet towards the river. The \$2.4M Houston Street project is to the south and believes when this project is complete, will be a nice welcome and enhancement to Batavia or even an extension of the Streetscape project. The traffic circulation patterns will remain similar to what is current with the 2 main curb cuts on Route 31 remaining. Traffic engineers and traffic studies have been completed to show that circulation will be adequate for both the drive-through and the fueling operations. The project further reviewed first responders needs, which were approved by the Fire Chief. Although there are some parking stall conflicts with the stalls on the north side of the property with concerns of fuel trucks being able to turn around. Green noted that these stalls are not new to the site and fuel trucks have been able to maneuver through the site in the past. The applicant has, however, agreed to sign the stalls in question as employee only parking stalls. This would allow, if a conflict were to arise, the employee to move their vehicle. The applicant has also

agreed to have fuel deliveries during off peak hours. Green noted that they have worked over the past 8 to 12 months with Staff and with the experts on the team and have located the ordering board on the south side of the building away from the residential property. This should alleviate any concerns of noise. The pick-up window will be located on the north side of the east face of the building. With an office building to the east of this site, there shouldn't be any concerns for noise and circulation due to that orientation. The retaining walls to the rear and south of the site will be rebuilt. The existing concrete wall will be removed and pushed out approximately 5-6 feet to the east. The existing pavement on the north side of the building is already 16 feet north of the existing building and only about 2-3 feet will be added. Although the existing pavement of 16 feet would be adequate the studies have indicated that additional space would make traversing this area easier. The retaining walls will include a screening area on the top of the wall extending up 36-40 inches to screen any headlights, including larger vehicles such as a Ford F150 Pickup. An overhead bar or limiting size bar at the entrance to the drive-through will limit any large commercial trucks from using the drive-through, which is consistent to what is already being used throughout the City. The refuse area will be relocated to the north and although it will be smaller, it will still be able to adequately service the property owner needs. Additional landscaping will be added along the north side of the property to supplement the current fence. The relocation of the refuse area will provide better screening and visual enhancement to the property. The front elevation will be flattened out and will provide a handicapped stall to include striping and a ramp to comply with ADA standards. Green stated that once the landscaping is improved and the outdoor seating is complete, this will provide a better scenic overlook off the south face of the building. This will allow residents to dine outside and take advantage of the new Houston Street gateway. The traffic analysis showed adequate parking for the site. Some of the fuel bays may also offer additional parking or vehicle storage area. There are currently paved areas on the north and south ends of the site that will be striped to code and show off the proposed landscaping. The property owner, as well as members of the team, have reached out to the neighbors to the north as well as other residents in the area and have submitted a petition in support of the project. Although many of the items on the site have been there for many years and are grandfathered in, the capital improvements of this project has the potential to expand the tax base back to 2005-2006 levels. Green noted that they are agreeable to many of the recommended changes and encourages a vote. They need a recommendation one way or the other in order to move forward. Expect that this project should add 12-15 additional jobs. There is a snow plow removal plan and if necessary, have the snow hauled off premises. Green space along Houston Street and to the north of the property will be utilized for snow removal. Storm water improvements will include additional catch basins and connection to the recent Houston Street infrastructure improvements.

Joseph Kohn, Parent Petroleum, St. Charles, Illinois – Stated he is the vendor for the fuel supply for this business and they provide fuel to over 300 gas stations within the Chicagoland area. Parent Petroleum became involved with this business approximately 2 years ago when it was sold by Gas Mart. When they first became involved, they noted that the site was built poorly and was run poorly generally because the owner/operator was interested more in making the lease payments than making a successful business. Kohn stated that Parent Petroleum is a strong support of the small business. Every one of their customers is a small business. When they saw the project being branded Shell, they were relieved because being based in St. Charles, they want the suburb business. They have many prime locations on Randall Road and they want to see the suburbs come back to life and succeed especially the Randall Road and Route 31 corridors. He believes that the

success of the Randall Road corridor has taken away from that small business feel. One of the most frustrating things they see in their business going forward is the fact of joint ventures of business such as Circle K and Shell or the large Speedways. The one consistency seen in these ventures are the large sites with multiple profit centers. The days of a 1000 sq. foot convenience store with 3 or 4 pumps outside does not work in the suburbs. It works in the inter-city neighborhoods of Chicago, but not in the suburbs. There is too much competition and too many choices. When Harry (Mehta) was able to buy the property from the 2 previous owners, they saw an individual who knew how to operate a convenience store and what it would take to get it to its full potential. Currently, the potential of the site has maxed out and it cannot go any further. Dunkin' Donuts is an opportunity to try to increase the business, increase the small business traffic and essentially improve the business in the downtown Batavia area. Kohn noted that they brand a lot of gas stations and they just branded a station in the historic district of St. Charles that had a similar issue with the canopy. It is a backlit canopy, which means there is no light which intrudes out. It only highlights and shines a little bit of a yellow color. If the members would like to see an example of this lighting, Kohn invited them to the location at Fourth Street and Main in St. Charles. Kohn thanked everyone for their time.

Jim Duerr, Dunkin' Donuts – Stated that Harry (Mehta) approached them about the site. One of the reasons they (Dunkin' Donuts) is drawn to the site is that there is going to be a significant amount of money into improvements. Dunkin' Donuts has spent in excess of \$500,000 before upgrading a site and interior with all the equipment to do the buildup. Dunkin' Donuts believes they have the potential to generate an estimated \$1.2M in sales once this store is stabilized. They are proud to be part of this development and working with Harry. They have worked with landlords who make no improvements to their property.

Tom Brown stated that he has lived in the property to the north of this site since September 2011 and rents from the owner, Jim Warwick. Since they have lived here, there have been 3 (gas station) owners. Brown stated that he and his wife love downtown Batavia and take advantage of everything they can. As long as Harry (Mehta) has been the owner, he has been a good neighbor. Mr. Brown stated he has had an opportunity to read the plan and it sounds like a good plan. As a tenant, however, he would like to point out (fan of Dunkin' Donuts) some concerns such as when they first moved in, the hours of operation were from 6 a.m. to 10 p.m. Just before the previous owner left, the hours of operation were from 4:30 a.m. to midnight. He is concerned if these hours are going to remain, and if it will be an all night drive-thru. He is unsure if there are any ordinances governing this. There has been talk about the deliveries being done off-hours. The garbage is picked up around 5 a.m., Coke delivers at 5 a.m., gas may be delivered at any time. Yesterday (01/19/16) it was 6 p.m. He is concerned about deliveries and the fuel trucks being able to turn. What the plans don't show is that the fuel trucks don't actually pull in and turn. It pulls in and parks to unload fuel. It pulls up to the sidewalk and in order for it to leave, it has to backup and when it turns, it utilizes all the parking spaces. If there are vehicles parked in these spaces, the fuel truck has to wait. Sometimes, the fuel trucks back in off of Route 31. When this occurs, there is a backup of traffic on Route 31 from McKee to Houston. There is also a school bus drop off next door. There is pedestrian traffic in addition to whatever traffic will be added. He requested more information about the trees being proposed. Basic concerns are deliveries during the day and operating hours. He doesn't want to see 4:30 a.m. to midnight with deliveries all day and night. The garbage pickup and Coke deliveries are actually 23 feet from Brown's bedroom and with a garbage enclosure half the size, this could result in additional pickups during the week. He inquired if this could mean 2 or 3

pickups during the week. Inquired where 12-15 additional employees would be parking. He believes that with the more fuel efficient vehicles, this can also be a contributing factor to the drop off in fuel consumption. Voiced concerns about the trees being used in the landscaping again. Noted that they have a patio out back and enjoy sitting out there in the summertime, which is right along the property line. He inquired if the vacuum machine would remain. (It was noted that this machine will remain).

Harry Mehta, owner/operator of the Shell gas station, noted that Mrs. Linda Brown worked for him for approximately a year. He further noted that he employs residents of Batavia. He stated that if anyone had any questions about the site plan, he would be more than happy to go over everything with them. Mehta noted that not all of the 12-15 employees would be working at the same time. At peak times, they could have as many as 4-6. Currently there are 2 employees working at any given time. Mehta has requested that deliveries be made after 10 a.m. (after the morning rush). He noted that this station has been in business for over 30 years and have been getting fuel deliveries at all times. Mehta has requested that Parent Petroleum conduct fuel deliveries between the hours of 10 p.m. and 12 a.m. They will monitor the situation to determine if this is an appropriate time frame.

LaLonde inquired about additional refuse pickup times. Mehta stated that additional pickups may be necessary; it will depend on the size of the container. A smaller container is being proposed to fit in a smaller enclosure.

LaLonde inquired about landscaping details. Green stated that the proposed landscaping supplements the existing green-wall type landscaping that currently exists along the north property line. The first 2 stalls will have some arbor type screening. Five (5) additional arbor binding type plant materials will be used in front of the refuse enclosure. Immediately behind the refuse area and extending along the balance of the north property line are 4 more proposed trees. These will be planted to the City standards so they have an opportunity to mature and grow. Discussion continued on the plantings. It was noted that the fence is owned by the neighbor to the north. The area around the order board and along Houston Street is designed to enhance the newly constructed bike lane. Green stated that they have agreed to construct a new retaining wall with a concrete stamped pattern and will provide a means for public art to be displayed on the wall. Felt this was a nice feature as a welcome to Houston Street, welcome to Batavia, you have arrived. Green noted that the outdoor seating is located on the south/east corner of the building, north of the drive-thru. It is about 10 feet wide and 18-20 feet long. The bike rack is just adjacent to the outdoor seating. Curbing and decorative fencing will be added for safety. There are a set of double glass doors that will provide direct access to the outdoor seating. Customers will not have to traverse around any of the drive-thru lane to get to the seating area. Green noted they want to be a bicycle and pedestrian friendly business. Discussion continued on the size of the refuse enclosure and the amount of pickups that will be required.

Jim Warwick, owner/landlord 118 N. Batavia Avenue, stated he was completely opposed to the building of a Dunkin' Donuts drive-thru for a variety of reasons:

- 1) The tenants' bedrooms all front the gas station. The drive-thru will create more light, noise, traffic and pollution for his 3 tenants. The current owner has extended his business hours without consulting them, which affects his tenants' ability to sleep. He was informed by the owner that should they get the Dunkin' Donuts drive-thru, the hours of operation will

increased with the business opening even earlier (4:30 a.m.) and doesn't believe the owner will close the drive-thru at 8:30 p.m. He stated his tenants have the right to sleep in peace and quiet and darkness, and noted he bought this property because the business closed at 9 p.m. and opened at 6 a.m.

- 2) The refuse will be moved from the back of the property to the middle of the property along the fence line and only 5 feet from the property line. He is unsure if this meets City Code. He is concerned that the new refuse container will be smaller than the current container and that there will be an increase in its use and believes it will either be built bigger than shown or have to be emptied all the time. The dumpster will be moved from entire shade to full sunlight. The food products will attract raccoons, opossums, rats, mice, bugs, etc. The tenants will have to put up with the smell of rotting food and grease in the hot sun. The enclosure will be lined up with the property's backyard and will be seen over the top of the fence. The smells will make it unpleasant for the first floor tenants to enjoy their patio area, barbeque and gardening that they have been accustomed to. The second floor tenant, with a spectacular view of the Fox River and historic buildings, will have to see the top of the dumpster all the time. The smells will make it unpleasant to enjoy a deck party. The garbage trucks doing pickup will be extremely noisy right next to the tenant's bedrooms. With a dumpster located right along the fence, no one will want to rent his apartments any longer. His apartments will go from desired, to undesirable.
- 3) The owner plans to build 3 parking spaces along his fence line, which will be located right next to the tenant's bedrooms. Not only will it be an invasion of privacy, there will be noise from the cars turning on and off and radios.
- 4) Cars will leave the drive-thru from the back of the store and build up speed while driving along the fence. His fence, built for privacy, is built all the way to the sidewalk. People walking or cycling are going to get hurt or killed traveling from his property line to the Shell station because cars won't see them approaching from around the fence.
- 5) If the owner wishes a Dunkin' Donuts business, he should be encouraged to build it on the vacant Hardee's property. It has all the infrastructure needed.
- 6) The property north of the Hardee's property is a business. The property north of the Shell is a residence. A business the size of a Dunkin' Donuts should not be allowed next to a residence.
- 7) The Shell station is planned for 12 spaces plus 1 handicapped space. He is concerned about where the snow will be stored. How are the plows going to get around the drive-thru? He is concerned the 6 parking spaces on the side will become giant snow mounds. He is worried the decorative fence will be destroyed from snow plows and storage. Employees will have to park in the customer spots when the other spots are filled with snow. There is not enough parking. He is concerned about big trucks parking in front of his 2-flat, illegally, and making noise.
- 8) He has owned the property for 10 years. The owner of the Shell gas station has only been there for 2 years. This should matter for something.
- 9) The proposed concept plan makes the 2-flat look tiny and insignificant. This is deceptive. His property should be shown in full detail. The bedrooms, 2nd floor deck and 1st floor patio are not shown on these plans.
- 10) He encourages the members of the committee to take a tour of his property before any decisions are made, and doesn't believe this project has been thought through and stated that negatives far out way the positives. Thanked everyone for their time.

Angela Febles, 212 N. Van Buren Street, stated she was new to Batavia and commended the owner for the investment in the business and the efforts they are making to improve their property. However, there is a bit of a conflict with the neighbors next door. She appreciates the opportunity to speak. From an environmental aspect, she has a son with asthma, and is concerned with the additional traffic. This is an area where individuals are encouraged to walk and exercise and this proposal is looking to increase traffic. She is unaware of any other downtown areas that have a gas station so close to residential. She wants the Committee to consider the aesthetics and the population of the community that would support this proposal.

Duerr noted that Dunkin' Donuts does not build walk-up only stores in this area. Walk-in only locations are located at train stations, downtown Chicago CTA stops, etc. They don't work in the suburbs. The current desire is for a drive-thru facility and 2/3 of their business is done by way of a drive-thru. If there is no drive-thru, there will not be a Dunkin' Donuts. It was further noted that donuts would be delivered once a day to this location. There would not be any donut making at this site. Duerr reported that Dunkin' Donuts has no intention of having poor sanitation on the site. If additional pickups are required as business increases, this will be done. They are consistently inspected at all their locations. Employees are instructed in proper sanitation. Green stated that they are open to other locations for the refuse. He further noted that it will be an upgraded and masonry enclosed structure.

Mehta stated that they have made changes to the plan to help buffer the noise, parking is as it has always been, safety is always a major concern, the site isn't making enough money as it is, and he is willing to work with the site plan, etc.

Discussion continued about the site always being difficult, especially with the topography, and businesses not doing well on this site; traffic concerns; the applicant only visioning 2 variances and there now being 9; working constructively with everyone involved; what it takes for this site to be viable; pushing the retaining wall further out; snow removal plan; drive-thru designed to standards; single lane drive-thru; etc.

Don Gregory, 124 N. Batavia Avenue, voiced concerns about the trash that is consistently left in his yard from patrons of the Shell. Patrons get drinks, candy, and cigarettes from the convenience store and leave that trash in his yard as they walk by. This includes a number of cigarette butts and candy wrappers. Burger King promised to keep the area clean, but it didn't happen. Smell of gasoline and noise from Batavia Avenue is a great concern. Batavia Avenue is so noisy, they cannot use their front porch.

Motion: To close the public hearing
Maker: Joseph
Second: Harms
Voice Vote: 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

The public hearing was closed at 9:12 p.m.

Motion: To conclude the Findings for the variance to Section 4.205.E – to allow a drive through business less than 50 feet from property designated for residential use as recommended by Staff as follows: Findings A, B & D can be met and Findings C & E cannot be met.

Maker: Schneider

Second: Harms

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Motion: To recommend to City Council approval of the variance to Section 4.205.E – to allow a drive through business less than 50 feet from property designated for residential use.

Maker: Schneider

Second: Joseph

Roll Call: Gosselin – Nay, Harms – Nay, Joseph – Nay, LaLonde – Nay, Peterson – Nay, Schneider – Nay. 0 Ayes, 6 Nays, 0 Absent. Motion failed.

Motion: To conclude the Findings for the variance to Section 4.506 – to allow a drive through aisle to be at least 100 feet away from residentially designated property – as recommended by Staff as follows: Findings A, B & D can be met and Findings C & E cannot be met.

Maker: Joseph

Second: Peterson

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Motion: To recommend to City Council approval of the variance to Section 4.506 – to allow a drive through aisle to be at least 100 feet away from residentially designated property.

Maker: Peterson

Second: Joseph

Roll Call: Gosselin – Nay, Harms – Nay, Joseph – Nay, LaLonde – Nay, Peterson – Nay, Schneider – Nay. 0 Ayes, 6 Nays, 0 Absent. Motion failed.

Motion: To conclude the Findings for the variance to Section 4.209.A.1 – to allow a drive through lane less than 20 feet wide – as recommended by Staff as follows: Findings A, B, D & E can be met and Finding C cannot be met.

Maker: Joseph

Second: Peterson

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Nay, Peterson – Aye, Schneider – Aye. 5 Ayes, 1 Nays, 0 Absent. Motion carried.

Motion: To recommend to City Council approval of the variance to Section 4.209.A.1 – to allow a drive through lane less than 20 feet wide.

Maker: Joseph

Second: Peterson

Roll Call: Gosselin – Nay, Harms – Nay, Joseph – Nay, LaLonde – Aye, Peterson – Nay, Schneider – Nay. 1 Aye, 5 Nays, 0 Absent. Motion failed.

Motion: To conclude the Findings for the variance to Section 4.407.B.1.e(2) – to allow an increase in wall sign area up to an additional 41 sq ft on the south wall and up to 46 sq ft on the west wall with condition of no added illuminated elements to the north canopy edge – as recommended by Staff as follows: Findings A, B, C, D & E can be met.

Maker: Joseph

Second: Peterson

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Motion: To recommend to City Council approval of the variance to Section 4.407.B.1.e(2) – to allow an increase in wall sign area up to an additional 41 sq ft on the south wall and up to 46 sq ft on the west wall subject to the condition of no added illuminated elements to the north canopy edge.

Maker: Joseph

Second: Schneider

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Motion: To conclude the Findings for the variance to Section 4.407.B.2.a(3) – to allow a monument sign area in excess of the allowed 32 sq ft by adding approximately 27 sq ft to existing sign – as recommended by Staff as follows: Findings A, B, C & D cannot be met and Finding E can be met.

Maker: Joseph

Second: Peterson

Roll Call: Gosselin – Aye, Harms – Nay, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 5 Ayes, 1 Nays, 0 Absent. Motion carried.

Motion: To recommend to City Council approval of the variance to Section 4.407.B.2.a(3) – to allow a monument sign area in excess of the allowed 32 sq ft by adding approximately 27 sq ft to existing sign.

Maker: Joseph

Second: Gosselin

Roll Call: Gosselin – Nay, Harms – Nay, Joseph – Nay, LaLonde – Nay, Peterson – Nay, Schneider – Nay. 0 Aye, 6 Nays, 0 Absent. Motion failed.

Consensus of the members was that if the City Council feels additional sign area is appropriate, the Council should require the sign to be lowered to not exceed 8 feet to allow more sign area. The sign would be set back to allow for visibility of Batavia Avenue.

Motion: To conclude the Findings for the variance to Section 4.407.B.2.f(3) – to allow canopy sign elements to project more than 2 inches from the canopy edge with the

condition of no added illuminated elements to the north canopy – as recommended by Staff as follows: Findings A, B, C, D & E can be met.

Maker: Joseph

Second: Peterson

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Motion: To recommend to City Council approval of the variance to Section 4.407.B.2.f(3) – to allow canopy sign elements to project more than 2 inches from the canopy edge with the condition of no added illuminated elements to the north canopy.

Maker: Joseph

Second: Gosselin

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Motion: To conclude the Findings for the variance to Table 4.205.A – to allow parallel parking stalls to be 9 ft wide and perpendicular spaces to be 18 ft long – as recommended by Staff as follows: Findings A, B, C, D & E can be met with the following conditions: 1) Additional landscaping be added adjacent to the north parking spaces; 2) A curb be added to the west end of the north parking area, extending west to meet the Batavia Avenue sidewalk; 3) That the area south and west of the west end curb for the new south parking spaces be suitably landscaped.

Maker: Joseph

Second: Peterson

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Motion: To recommend to City Council approval of the variance to Table 4.205.A – to allow parallel parking stalls to be 9 ft wide and perpendicular spaces to be 18 ft long with the following conditions: 1) Additional landscaping be added adjacent to the north parking spaces; 2) A curb be added to the west end of the north parking area, extending west to meet the Batavia Avenue sidewalk; 3) That the area south and west of the west end curb for the new south parking spaces be suitably landscaped.

Maker: Peterson

Second: Schneider

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Jon Green, President Engineering Resource Associates, Warrenville, Illinois, formally withdrew the applicant's request for a variance to Table 4.204 – to allow 12 parking spaces where 13 are required.

Motion: To conclude the Findings for the variance to Section 3.303.B – to omit landscaping within 50 ft of Batavia Avenue with the condition that the area south and west of the west end curb for the new south parking spaces be suitably landscaped, including a

tree, with design review approval – as recommended by Staff as follows: Findings A, B, C, D & E can be met.

Maker: Joseph

Second: Gosselin

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Motion: To recommend to City Council approval of the variance to Section 3.303.B – to omit landscaping within 50 ft of Batavia Avenue with the condition that the area south and west of the west end curb for the new south parking spaces be suitably landscaped, including a tree, with design review approval.

Maker: Peterson

Second: Gosselin

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Motion: To conclude the Findings for the variance to Section 4.203.Q – to allow wheel stops – as recommended by Staff as follows: Findings A, B, C, D & E can be met.

Maker: Joseph

Second: Gosselin

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Motion: To recommend to City Council approval of the variance to Section 4.203.Q – to allow wheel stops.

Maker: Joseph

Second: Gosselin

Roll Call: Gosselin – Aye, Harms – Aye, Joseph – Aye, LaLonde – Aye, Peterson – Aye, Schneider – Aye. 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

Strassman noted that the public hearing is closed so the Members would have to consider the Conditional Use as presented. Discussion continued on options available for the Conditional Use as well as Design Review. The following Members noted that they could find in favor of this Plan and/or not necessarily against it with some additional improvements: Gosselin & LaLonde. The remaining Members (Joseph, Harms, Peterson, Schneider) were not in favor. Discussion continued on whether or not to send the Plan back to the applicant or move forward with the conditional use.

Motion: To conclude the Findings for the Conditional Use to allow a drive through on this site as presented by Staff, Findings 1, 2, and 4 cannot be met and Finding 3 can be met.

Maker: Schneider

Second: Joseph

Roll Call: Gosselin – Nay, Harms – Aye, Joseph – Aye, LaLonde – Nay, Peterson – Aye, Schneider – Aye. 4 Ayes, 3 Nays, 0 Absent.

Motion: To recommend to City Council approval of the Conditional Use to allow a drive through on this site.
Maker: Schneider
Second: Joseph
Roll Call: Gosselin – Aye, Harms – Nay, Joseph – Nay, LaLonde – Aye, Peterson – Nay, Schneider – Nay. 2 Ayes, 4 Nays, 0 Absent. Motion failed.

Discussion was held on options for the Design Review, City Council approval, Appeal process, procedure for moving through the process, etc.

Motion: To continue the Design Review of the Shell/Dunkin’ Donuts to the February 17, 2016 Plan Commission Meeting.
Maker: Joseph
Second: Harms
Voice Vote: 6 Ayes, 0 Nays, 0 Absent. All in favor. Motion carried.

ADJOURNMENT

There being no further business, a motion was made by Gosselin to adjourn the meeting at 10:10 p.m. Seconded by Schneider. All in favor. Motion carried.

Ayes 6 Nays 0 Absent 0

The meeting was adjourned at 10:10 p.m. The next meeting will be held Wednesday, February 17, 2016.

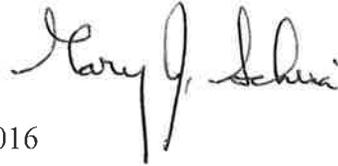
Respectfully submitted,

Cheryl A. Shimp, Recording Secretary

CITY OF BATAVIA

MEMO TO: Committee of the Whole
Government Services

FROM: Gary J. Schira
Chief of Police



DATE: February 25, 2016

SUBJECT: Resolution 16-25-R: Police Authorized Tow Contracts for City

The current 3-year Police Authorized Tow Contracts (2013, 2014 & 2015) for towing of vehicles because of traffic accidents, disabled vehicles, abandoned vehicles, custodial arrests, etc., technically ended on December 31, 2015. With this in mind, the Batavia Police Department sent out Requests for Proposals (RFP) to 29 towing agencies for 2016, and potentially 2017 and 2018 as well. Five (5) towing contractors responded back with proposals. All 5 towing contractors' proposals were thoroughly examined and sites visits on all were conducted by Traffic Officer Brad Wicks. A thorough synopsis of the findings were prepared by him and is attached.

It is the recommendation of Deputy Chief Autenrieth and I concur, that we continue to rotate our police authorized tows on a per call basis between 3 towing contractors, namely Duke & Lee's Service Corp (Geneva), Dazzo's Auto Repair (Batavia) and Certified Auto (Batavia). All have performed admirably for us for the last contract and all have their storage lots in Batavia. If for some reason we deem any one of the three (3) towing contractors to be deficient (after warnings and time for remedial action) during the term of this new agreement, we'd like authorization to drop that contractor from our authorized list and add our #4 choice – Chad's Towing & Recovery, Inc. (St. Charles).

Therefore, I request that the Committee of the Whole – Government Services at your meeting of Tuesday, March 1, 2016 recommend to the City Council for its meeting of Monday, March 7, 2016 the approval of Resolution 16-25-R, awarding the Batavia Towing Contract to Certified Auto, Duke & Lee's Service Corp and Dazzo's Auto Repair on a per call rotation basis for the term of January 1, 2016 through December 31, 2016 and authorizing the Chief of Police to insert Chad's Towing & Recovery in St. Charles into the rotation if one of the three (3) towing contractors is removed from the list because of unremedied deficiencies. Note that the contract is for a 1 year period (2016), with an option to renew for an additional two (2) years on a year-to-year basis (2017 & 2018) by mutual consent of both parties.

Attachments

Copy (w/atts) to: W. McGrath
D/C Autenrieth
D/C Eul
C. Shimp

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-25-R**

APPROVING POLICE TOWING CONTRACTS

WHEREAS, the City of Batavia has the need from time to time to retain towing companies to tow vehicles damaged in accidents and for other reasons; and

WHEREAS, the City has had contractual arrangements with towing companies since 2010 and it is proper and appropriate that such be done; and

WHEREAS, the City has identified four (4) towing companies that have the appropriate qualifications and facilities; and

WHEREAS, it is intended that three (3) of them will be used on a per call rotational basis with the fourth (Chad's Towing & Recovery) only being used if one of the other three (3) is disqualified for poor performance; and

WHEREAS, it is in the best interests of the City of Batavia that the agreements with the four (4) towing companies be approved;

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

Section 1: That the Agreements with Dazzo's Auto Repair (in Batavia), Certified Auto Repair (in Batavia), Duke & Lee's Service (in Geneva) and Chad's Towing & Recovery (in St. Charles) attached hereto as Exhibits 1, 2, 3 and 4 are hereby approved and the Mayor and City Clerk are hereby authorized to execute same.

Section 2: The Police Chief is authorized to renew said agreements for years 2 and 3 pursuant to the terms of the agreements.

CITY OF BATAVIA, ILLINOIS RESOLUTION 16-25-R

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

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

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
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	Abstention(s)					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzel, City Clerk



CITY OF BATAVIA

DEPARTMENT OF POLICE

JEFFERY D. SCHIELKE
Mayor

Memo To: Chief Gary J. Schira

Memo From: Deputy Chief Glenn E. Autenrieth

Date: February 23, 2016

Subject: Towing Bidder Contract Recommendations

I would like to make the following recommendations in regard to ranking the bidding agencies in order based upon their ability to provide 24 hour and timely service to the Batavia Police Department, according to the standards that we are accustomed to and based off of Ofc. Brad Wicks onsite tow company inspections report. (see attached)

1. **Certified Auto (Batavia):** This business is currently an authorized tow contractor for the department and has provided timely, efficient professional service Batavia Police Department over the past 6 years. BPD officers are satisfied with current service levels and dependability of this tow contract.
2. **Dazzo's Auto Repair, Inc. (Batavia):** This business is currently an authorized tow contractor for the department and has provided timely, efficient professional service Batavia Police Department over the past 6 years. BPD officers are satisfied with current service levels and dependability of this tow contractor.
3. **Duke and Lee's Towing (Batavia):** This business is currently an authorized tow contractor for the department and has provided timely, efficient professional service Batavia Police Department over the past year of the contract. BPD officers are satisfied with current service levels and dependability of this tow contractor.

Alternate Towing Company:

1. **Chad's Towing and Recovery, Inc. (St. Charles):** This business will be our alternate Towing company if one of the above listed tow companies could not meet their current obligations under the contract.

STAFF RECOMMENDATION:

I am recommending that we keep our current three (3) tow contractors of Certified Auto, Dazzo's Auto Repair and Duke and Lee's Towing as the main authorized department tow contractors. These businesses would continue to rotate their on-call status on a "per call" basis to be in compliance with new state statutes effective 1/1/2016. I would also like to recommend that Chad's Towing and Recovery, Inc. as an "alternate" to our current list. The above recommended businesses have all proven that they are reliable and would continue to provide a professional service to the City of Batavia in an efficient manner.

Respectfully Submitted,

**Glenn E. Autenrieth
Deputy Chief of Administration**



CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

To: Deputy Chief Eul
From: Officer Wicks
Date: 02/09/2016
Re: Towing Bidder Contract Yard Inspections

Deputy Chief Eul,

I have completed general inspections of the towing bidders' yards for this round of towing contracts. The information I have compiled is in addition to the information you had provided. Any changes to the old information have been notated.

Dazzo's Auto Repair, Inc: Dazzo's has improved their fire detection system to alleviate false alarms. They have upgraded their system to a heat detection system. No other major changes to their yard or facility were noted. However, I observed that large portions of their security fencing were in disrepair or were listing. This may have only a minor impact on site security, but continued deterioration without repair may be an issue.

Duke and Lee's Service Corp: Duke and Lee's current yard at 1451 Lathem Street is of ample size and includes indoor storage. The yard and building are shared, however, and no video surveillance system is in place. They have an alarm system, but they noted that someone is usually always there, so they did not invest in visual security. Duke and Lee's explained they are in the final stages of selling their Geneva location, and all towing will take place in Batavia. They are also in the final stages of purchasing a new building and yard at 1336 Hollister.

Proposed plans for the site include new signage and a video surveillance system. I was only able to complete an exterior inspection at the time, as they do not have access to the new building. It includes indoor storage and a medium size outdoor yard with six foot security fencing. They anticipate closing on the new location in the next month, and were advised to notify the Batavia Police Department at that time.

Certified Auto: Certified Auto's main building and storage yard remain largely unchanged. Sections of the yard are specified for crash vehicles and police tows to facilitate release. They have an employee stationed at the front desk inside the office. Their video surveillance and security systems are state of the art, and their dispatch system includes live vehicle tracking. They recently purchased a heavy wrecker, and anticipate taking delivery within the next week. They also purchased a forty car lot across the street from their main location on South River Street. The yard has a six foot mixed material security fence (wood and chain link) with no additional deterrents such as barbed or concertina wire. Video surveillance is monitoring from across the road, mounted on their main building.

Chad's Towing and Recovery, Inc: Chad's towing was difficult to locate due to poor signage and a significant number of U-Haul vehicles parking in front of the building and along the roadway near the building. I noted video surveillance in the building and yard, as well as a significant amount of exterior and perimeter fence lighting. I also noted a creek runs along the back of their property, and erosion is occurring under portions of the security fence. A large hole exists under a portion of the fence that is of ample size for an average person to climb through. They reported no issues with site security in the past.

SCR Towing: I first responded to their address in Aurora. The facility is shared with other automotive repair related companies, each with a separate office but a shared yard. The yard appeared highly secure with six foot security fencing and concertina wire. I found that Kevin, formerly of Kevin's towing, was on scene. Kevin indicated that they have a suite in the building at 1183 Pierson (Suite 107) that they intend to use for all Batavia and Tri-City towing. He was unable to show me the new location at the time I responded (a Friday) as he was out at the Aurora location. He indicated no one was at the Batavia location at that time. I drove by the Batavia location shortly after and found it to appear closed. On the following Tuesday, Kevin called me and I met him at the Batavia location. The location is shared with his auto sales business, which he is the owner. It is a small office with no video surveillance, but he indicated he intends to install some in the future. Dispatch is to take place in the same office room. The site has only indoor storage for approximately 13-15 cars, but he advised that he could expand into another suite if need be. He elaborated that overflow vehicles can be transported to the Aurora location if need be.

Please let me know if there is any additional information you would like me to inquire about or need.

Sincerely,

Ofc. B Wicks #175



Request for Proposals

***Agreement for Vehicle Towing Services
For the
City of Batavia***

**City of Batavia
Police Department
100 N. Island Avenue
Batavia, Illinois 60510**

Issued:

January 8, 2016

Proposals Due:

January 27, 2016 - 4:00 PM Central Time

Contact:

Deputy Chief Dan Eul
Phone 630-454-2500

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The City of Batavia will receive sealed proposals for the Services generally described as follows: Official police-directed towing services.

SUBMISSION DATE

TO BE SUBMITTED TO the City of Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510, Attention Deputy Chief Dan Eul, BEFORE 4:00 PM on Wednesday, January 27, 2016.

INSTRUCTIONS FOR BIDDERS

Preparation of Proposals

All proposals for the Services shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All items required as part of Bidder Information, Bidder Background, and Bidder Facilities shall be completed. An authorized official must sign all proposals. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposal

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these instructions to Bidders may be rejected. If not rejected, City may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. Award will be made on the basis of the combination of price, quality and compliance with the objectives of the Batavia Police Department.

City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the

interests of City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal. City also reserves the right to accept the proposal of a bidder whose principal place of business and/or storage lot is located within City limits over the low price proposal where quality, reliability, capability, customer service, responsiveness, expertise and other aspects that bidders proposal are at least equivalent to the low price proposal.

Upon acceptance of the successful Bidder's proposal by City, the successful Bidder's proposal, together with City's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Services.

Communications with City

All communications about this Request for Proposals must be in writing and addressed to:

Deputy Chief Dan Eul
City of Batavia
Department of Police
100 North Island Avenue
Batavia, IL 60510

DATED this 8th day of January, 2016.

CITY OF BATAVIA

By: William R. McGrath
City Administrator

**AGREEMENT FOR VEHICLE TOWING SERVICES
FOR THE CITY OF BATAVIA**

This Agreement entered into this _____ day of _____, 2016 by and between the City of Batavia, an Illinois Municipal Corporation in Kane and DuPage Counties, Illinois (hereinafter "City") and CERTIFIED TOWING & RECOVERY (herein after "Contractor").

I. GENERAL

These specifications shall comprise the agreement for official towing services within the corporate limits of the City of Batavia. Official towing services shall refer to any of the circumstances listed in Section II below.

II. SCOPE OF SERVICES

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Batavia Police Department in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles in roadways, rights-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a City emergency or special event.
- I. Other tows or towing-related services as may be requested by the Batavia Police Department.
- J. Street sweeps at traffic collision scenes.

This Agreement is not exclusive. The City, in its sole discretion, may establish the time periods in which a Contractor towing firm shall provide Services. Each Contractor towing firm shall provide Services during the times designated by the City for that towing firm. The City will use reasonable efforts to allocate assigned time periods in a comparable manner among the successful towing Contractors. Contractors are advised that being assigned to service a particular time period does not preclude the City from calling Contractor to provide Services in another time period, as necessary for proper police and municipal services.

City-directed towing is performed solely as a public service and the City of Batavia assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, transportation or storage of any vehicle towed under this Agreement.

III. CALLS FOR SERVICE

Services per this agreement are to be rendered only upon request of the Batavia Police Department or an authorized City of Batavia employee in the absence of such an officer. Contractor upon notification by the Batavia Police Department immediately shall send the requested number and type of tow truck(s) to the designated location. At the direction of the police officer or community service

officer at the scene, or an authorized City of Batavia employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in **Attachment B** of this agreement.

Contractor's towing vehicle operators shall obey all lawful orders of police officers and community service officers (CSOs), or an authorized City of Batavia employee in the absence of such an officer, and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous vehicles or nuisances must be removed from public or private property.

Police officers and community service officers when summoning Contractor for the removal of an abandoned vehicle on private property (when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Police officers and CSOs for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

Contractor shall consider calls from the Batavia Police Department as having **first priority** over requests for towing services from other parties. Contractor shall furnish the Batavia Police Department a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this agreement becomes effective; and shall notify the Batavia Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the City of Batavia against all claims for damages to vehicles and equipment entrusted to its care and control.

V. HOURS OF SERVICE

Contractor at a minimum shall maintain office hours available to citizens to make inquires and obtain vehicles in accordance with the following schedule:

Monday – Friday	8:00 a.m. to 6:00 p.m.
Saturday	9:00 a.m. to 1:00 p.m.
Sunday	9:00 a.m. to 1:00 p.m.

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call out. If the call out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement at no cost to the City, **and** when emergency situations require the release of a vehicle (release fee shall apply during non- business hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this contract/proposal for the retrieval of towed vehicles during non-business hours on all seven days of the week; provide, however, that neither the Police Department nor the City shall be charged a release fee for any retrieval of or access to a towed vehicle. All

business hours shall apply to the storage facility, which shall be the central contact point for both police personnel and citizens. The time at which the customer first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

VI. WRECKER AND TOWING EQUIPMENT

Contractor shall have in operation at all times at a minimum one (1) light wrecker with a 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 8,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, Chapter 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Batavia Police Department before use. Additionally, such wrecker shall be equipped with either radio or telephone equipment, which allows immediate access by police dispatch personnel to a wrecker driver while he or she is in route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the City within 3 days of the execution of this contract and be updated from time to time. Contractor understands that the City rotates its use of towing contractors, and acknowledges that failure of the City to be able to contact Contractor within a reasonable period of time or get a reasonable response time, shall allow City to request a different towing contractor.

VII. REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, Chapter 625 ILCS 5.11-1413(c), Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway, and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

VIII. POLICE VEHICLE TOWS/STORAGE

Contractor will provide towing/winchng services for any City of Batavia owned vehicle at no charge to the City within the geographical limits of Batavia, Geneva, St. Charles, West Chicago or North Aurora. Further, there will be no Contractor charges for Batavia Police Department authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor shall not charge the City of Batavia for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Batavia Police Department for evidentiary purposes or pursuant to a police investigation and must be taken to a location other than the storage site for investigation by the police before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Deputy Police Chief-Administration to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the

Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Chief of Police or designee. Vehicles impounded by the Batavia Police Department shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Department shall arrange for any vehicle remaining on a "hold" status to be moved to a different location provided Contractor has notified the Deputy Police Chief of Administration that the end of a thirty (30) day period is approaching.

Any vehicle which is on "hold" status as indicated on the Police Department's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner until 24 hours after its formal release from hold status. The Police Department will notify the vehicle owner and the Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Batavia Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released in writing by the Chief of Police or designee.

Property which is not a component part of a vehicle such as a briefcase, stereo faceplate, etc. carried on or within a vehicle ordered towed or stored by the Batavia Police Department shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Police Department.

In case of an error by the Batavia Police Department in towing a vehicle or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the Batavia Police Department.

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified by these statutes. Contractor shall provide the Batavia Police Department (Deputy Chief of Administration) with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief of Administration a written listing of vehicles which are on active "hold" status by the Batavia Police Department. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

IX. REQUIREMENTS

A. Fingerprinting

Each owner of the Contractor and each person operating a vehicle on behalf of the Contractor shall submit his or her fingerprints to the Department of State Police in the form and manner prescribed by the Department of State Police. These fingerprints should be transmitted

through a live scan fingerprint vendor licensed by the Department of Financial and Professional Regulation. These fingerprints shall be checked against the fingerprint records now and hereafter filed in the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Department of State Police shall charge a fee for conducting the criminal history record check, which shall be deposited in the State Police Services Fund and shall not exceed the actual cost of the State and national criminal history record check. The Department of State Police shall furnish, pursuant to positive identification, all Illinois conviction information and national criminal history record information to the law enforcement agency maintaining the tow rotation list. A person may not own a towing service or operate a vehicle on behalf of the Contractor included on a tow rotation list if that person has been convicted during the 5 years preceding the application of a criminal offense involving one or more of the following:

1. Bodily injury or attempt to inflict bodily injury to another person;
2. Theft of property or attempted theft of property; or
3. Sexual Assault or Attempted Sexual Assault of any kind;

B. Proper DL Classification

Each person operating a vehicle on behalf of the Contractor must be classified for the type of towing operation he or she shall be performing and vehicle he or she shall be operating and must submit proof of classification to the City.

C. Traffic Incident Management Training

Every person operating a towing or recovery vehicle on behalf of the Contractor must have completed a Traffic Incident Management Training Program approved by the Department of Transportation.

D. ICC Authority

The Contractor must hold a valid authority issued to it by the Illinois Commerce Commission.

X. OTHER CONTRACT PROVISIONS

A. No Other Charges Billed

Exempt for the charges noted by Contractor in its proposal and agreed to by the City, **NO** other charges shall be billed to any party to whom Contractor provides its services.

B. Employees Not Exempt From State, County or Municipal Laws

The existence of an Agreement between the City of Batavia and Contractor does not exempt any Contractor's employee from any state, county or municipal law or ordinances.

C. Arrival Time

Monday through Friday during normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within fifteen (15) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor shall arrive at the scene of a tow within twenty (20) minutes after notification to Contractor has been made. Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.

D. Valid Vehicle Registrations

Contractor must have valid vehicle registrations and utilize only vehicles that possess a valid vehicle registration, display a valid Illinois license plate as established by Chapter 625 ILCS 5/5-202 of the Illinois Vehicle Code and comply with the weight requirements of this Code.

E. Secure Storage Lot

Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot shall be located not more than seven (7) miles from the Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510. A storage lot within the corporate limits of the City of Batavia is preferred. It is desired (but not mandated) that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

F. Inside Storage

Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access for City of Batavia tows.

G. References

Contractor shall have present experience as a towing agency with this or any other police department. Contractor shall immediately provide the Batavia Police Department with the names of any police agencies they are providing towing services for and the names of a contact person at those agencies. Contractor shall specify the time period(s) they have provided services for these police agencies.

H. Employee Information

Contractor shall provide the Batavia Police Department with the following information for each currently-employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:

1. Name (Including middle initial);
2. Home Address;
3. Sex;
4. Date of Birth; and
5. Drivers license number, state and classification.

No tow truck operator shall be allowed to perform Batavia Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

I. Fee Structure & Acceptable Methods of Payment

Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment, which at the time of the tow or service, shall be provided to the owner or driver of the vehicle. This written notice must be in both English and Spanish. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Batavia Police Department and all acceptable methods of payment shall be

posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of Contractor, shall be provided by Contractor to the Deputy Police Chief of Administration within three (3) days after the Agreement is signed by both the City and Contractor. Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.

J. Tow Log

Contractor shall maintain a separate tow log or other acceptable record keeping system for the Batavia Police Department that shall include the following information:

1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.
3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release form completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Police Chief-Administration as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All police-related records shall be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief-Administration copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Batavia Police Department.

K. Notifying the Owner/Insurance Agent

Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days Contractor has been unable to notify the owner and/or insurance agent, Contractor, if the storage lot is located within the City of Batavia, it will notify the Batavia Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protocol was followed.

L. Reporting Acts of Theft/Vandalism

Contractor shall immediately report to the Batavia Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Batavia Police Department. If the offense occurs within the City, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the City, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owners information. Additionally, the Batavia Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.

M. Notification of Operational Changes

Contractor shall **immediately** notify the Batavia Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Batavia Police Department may result in suspension of the use of the Contractors' services until inspections ensuring compliance with these specifications are conducted.

N. Heavy Wrecker Towing Vehicles

Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Police Department, **all** towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor. This may be done by the use of magnetic signs, which shall be displayed while services to the Batavia Police Department are being provided. Failure of another towing agency to display such signs may result in the Batavia Police Department prohibiting the continued use of the other agency's services.

O. Incident Report Numbers

Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slips at the Department.

P. Junking Requests

Contractor, before forwarding to the Department a request for the junking or auctioning of a vehicle, shall ensure that the Department tow slip is attached or the correct report number is included in the packet.

Q. Registering with Municipality

Contractor shall annually register as a business with the City of Batavia, if and when the City passes an Ordinance requiring same.

XI. CONTRACTORS LIABILITY INSURANCE

Contractor shall maintain for the duration of this agreement, statutory Workmen's Compensation and/or Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence which meets the requirements established by Chapter 625 ILCS 5/12-606 of the Illinois Vehicle Code. Such policies shall protect Contractor from claims for bodily injury including death to his employees and all others; and from claims of property damage, and/or all of which may arise out of or result from Contractor's operations under this Agreement. A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the City before commencing work. **Garage Keeper's Liability Insurance** with a \$100,000 minimum covering fire and/or thefts from or damage done to vehicles while in storage and \$100,000 minimum on-hook coverage or cargo insurance shall also be provided to the City before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, Contractor shall provide the city with a letter from the insurance carrier that the City will be notified within ten (10) days of the pending cancellation of any policy relating to this contract. The City of Batavia shall be named as an additional insured on these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the City if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of

insurance, upon City's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided

XII. LENGTH OF AGREEMENT

The term of this Agreement shall be from January 1, 2016 through December 31, 2016, unless otherwise modified in writing by the parties. The City reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The City's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the City as a trust; Contractor shall be required to give high quality service and treatment to the public and to the City. The Agreement shall be for a 1 year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

XIII. ETHICAL CONSIDERATIONS

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the City and the ability to adhere to the Agreement with the City. Any company performing City-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the City, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past five (5) years shall be allowed to perform any towing services for the City of Batavia.

XIV. SIGNATURE

In witness thereof, the said parties have executed and signed this Agreement.

CITY OF BATAIVA, an
Illinois Municipal Corporation

By: _____

Date: _____

ATTEST: _____

CONTRACTOR

By:  _____

Date: 1-26-2016 _____

ATTEST: _____

FEES FOR SERVICES RENDERED*(January 1, 2016 – December 31, 2016)***Towing and Storage Services**

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ 135⁰⁰ Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 55⁰⁰ PER 1/2 HR. Winching/Uprighting charges

\$ 35⁰⁰ Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 35⁰⁰ Per day per vehicle for outside storage***

\$ 50⁰⁰ Per day per vehicle for inside storage***

\$ 3.50 Per mile if not towed to Contractor's place of business.

Any vehicle over 8,000 pounds by registration

\$ 140⁰⁰ Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 80⁰⁰ PER 1/2 HR. Winching/Uprighting charges

\$ 35⁰⁰ Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 50⁰⁰ Per day per vehicle for outside storage***

\$ 50⁰⁰ Per day per vehicle for inside storage***

\$ 5.50 Per mile if not towed to Contractor's place of business.

B. Emergency road service (jump start, tire change, etc.) no tow involved:

\$ 75⁰⁰ Per service call

C. Outside of business hours vehicle release (call out) charged to vehicle owner:

\$ 45⁰⁰ Per release

D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):

\$ 75⁰⁰ Maximum per incident

E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ 100⁰⁰ PER HR.

F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ 20⁰⁰

G. Crash Wrap or Vehicle Tarping.

\$ 25⁰⁰ PER WINDOW / \$100 TARP FEE

H. Motorcycle Towing.

\$ 150⁰⁰

I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ 75⁰⁰

*** Storage fees are per day or portion thereof after the first twenty-four (24) hours; **there is no charge for the first twenty-four (24) hour period.** No storage charges shall be charged to the City of Batavia for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the City of Batavia.

FEEES FOR SERVICES RENDERED

(January 1, 2017 – December 31, 2017)

Towing and Storage Services

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

- \$ 135⁰⁰ Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.
- \$ 55⁰⁰ per 1/2 hr. Winching/Uprighting charges
- \$ 35⁰⁰ Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).
- \$ 35⁰⁰ Per day per vehicle for outside storage***
- \$ 50⁰⁰ Per day per vehicle for inside storage***
- \$ 3.50 Per mile if not towed to Contractor's place of business.

Any vehicle over 8,000 pounds by registration

- \$ 140⁰⁰ Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.
- \$ 80⁰⁰ per 1/2 hr. Winching/Uprighting charges
- \$ 35⁰⁰ Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).
- \$ 50⁰⁰ Per day per vehicle for outside storage***
- \$ 50⁰⁰ Per day per vehicle for inside storage***
- \$ 5.50 Per mile if not towed to Contractor's place of business.

B. Emergency road service (jump start, tire change, etc.) no tow involved:

\$ 75⁰⁰ Per service call

C. Outside of business hours vehicle release (call out) charged to vehicle owner:

\$ 47⁰⁰ Per release

D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):

\$ 75⁰⁰ Maximum per incident

E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ 160⁰⁰ PER HOUR

F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ 20⁰⁰

G. Crash Wrap or Vehicle Tarping.

\$ 75 PER WINDOW / 100⁰⁰ TARP FEE

H. Motorcycle Towing.

\$ 150⁰⁰

I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ 75⁰⁰

*** Storage fees are per day or portion thereof after the first twenty-four (24) hours; there is no charge for the first twenty-four (24) hour period. No storage charges shall be charged to the City of Batavia for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the City of Batavia.

FEES FOR SERVICES RENDERED

(January 1, 2018 – December 31, 2018)

Towing and Storage Services

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ 135⁰⁰ Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 55⁰⁰ PER 1/2 HR Winching/Uprighting charges

\$ 35⁰⁰ Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 40⁰⁰ Per day per vehicle for outside storage***

\$ 50⁰⁰ Per day per vehicle for inside storage***

\$ 3.50 Per mile if not towed to Contractor's place of business.

Any vehicle over 8,000 pounds by registration

\$ 140⁰⁰ Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 80⁰⁰ PER 1/2 HR Winching/Uprighting charges

\$ 35⁰⁰ Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 50⁰⁰ Per day per vehicle for outside storage***

\$ 50⁰⁰ Per day per vehicle for inside storage***

\$ 5.50 Per mile if not towed to Contractor's place of business.

B. Emergency road service (jump start, tire change, etc.) no tow involved:

\$ 75⁰⁰ Per service call

C. Outside of business hours vehicle release (call out) charged to vehicle owner:

\$ 47⁰⁰ Per release

D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):

\$ 75⁰⁰ Maximum per incident

E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ 100 PER HOUR

F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ 70⁰⁰

G. Crash Wrap or Vehicle Tarping.

\$ 25 PER WINDOW / 100⁰⁰ TARP FEE

H. Motorcycle Towing.

\$ 150⁰⁰

I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ 75⁰⁰

*** Storage fees are per day or portion thereof after the first twenty-four (24) hours; there is no charge for the first twenty-four (24) hour period. No storage charges shall be charged to the City of Batavia for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the City of Batavia.

EXHIBIT 2



Request for Proposals

*Agreement for Vehicle Towing Services
For the
City of Batavia*

City of Batavia
Police Department
100 N. Island Avenue
Batavia, Illinois 60510

Issued:

January 8, 2016

Proposals Due:

January 27, 2016 - 4:00 PM Central Time

Contact:

Deputy Chief Dan Eul
Phone 630-454-2500

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The City of Batavia will receive sealed proposals for the Services generally described as follows: Official police-directed towing services.

SUBMISSION DATE

TO BE SUBMITTED TO the City of Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510, Attention Deputy Chief Dan Eul, BEFORE 4:00 PM on Wednesday, January 27, 2016.

INSTRUCTIONS FOR BIDDERS

Preparation of Proposals

All proposals for the Services shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All items required as part of Bidder Information, Bidder Background, and Bidder Facilities shall be completed. An authorized official must sign all proposals. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contact and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposal

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these instructions to Bidders may be rejected. If not rejected, City may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. Award will be made on the basis of the combination of price, quality and compliance with the objectives of the Batavia Police Department.

City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the

interests of City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal. City also reserves the right to accept the proposal of a bidder whose principal place of business and/or storage lot is located within City limits over the low price proposal where quality, reliability, capability, customer service, responsiveness, expertise and other aspects that bidders proposal are at least equivalent to the low price proposal.

Upon acceptance of the successful Bidder's proposal by City, the successful Bidder's proposal, together with City's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Services.

Communications with City

All communications about this Request for Proposals must be in writing and addressed to:

Deputy Chief Dan Eul
City of Batavia
Department of Police
100 North Island Avenue
Batavia, IL 60510

DATED this 8th day of January, 2016.

CITY OF BATAVIA

By: William R. McGrath
City Administrator

**AGREEMENT FOR VEHICLE TOWING SERVICES
FOR THE CITY OF BATAVIA**

This Agreement entered into this 20th day of Jan, 2016 by and between the City of Batavia, an Illinois Municipal Corporation in Kane and DuPage Counties, Illinois (hereinafter "City") and DAZZO'S AUTO REPAIR (herein after "Contractor").

I. GENERAL

These specifications shall comprise the agreement for official towing services within the corporate limits of the City of Batavia. Official towing services shall refer to any of the circumstances listed in Section II below.

II. SCOPE OF SERVICES

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Batavia Police Department in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles in roadways, rights-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a City emergency or special event.
- I. Other tows or towing-related services as may be requested by the Batavia Police Department.
- J. Street sweeps at traffic collision scenes.

This Agreement is not exclusive. The City, in its sole discretion, may establish the time periods in which a Contractor towing firm shall provide Services. Each Contractor towing firm shall provide Services during the times designated by the City for that towing firm. The City will use reasonable efforts to allocate assigned time periods in a comparable manner among the successful towing Contractors. Contractors are advised that being assigned to service a particular time period does not preclude the City from calling Contractor to provide Services in another time period, as necessary for proper police and municipal services.

City-directed towing is performed solely as a public service and the City of Batavia assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, transportation or storage of any vehicle towed under this Agreement.

III. CALLS FOR SERVICE

Services per this agreement are to be rendered only upon request of the Batavia Police Department or an authorized City of Batavia employee in the absence of such an officer. Contractor upon notification by the Batavia Police Department immediately shall send the requested number and type of tow truck(s) to the designated location. At the direction of the police officer or community service

officer at the scene, or an authorized City of Batavia employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in **Attachment B** of this agreement.

Contractor's towing vehicle operators shall obey all lawful orders of police officers and community service officers (CSOs), or an authorized City of Batavia employee in the absence of such an officer, and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous vehicles or nuisances must be removed from public or private property.

Police officers and community service officers when summoning Contractor for the removal of an abandoned vehicle on private property (when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Police officers and CSOs for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

Contractor shall consider calls from the Batavia Police Department as having **first priority** over requests for towing services from other parties. Contractor shall furnish the Batavia Police Department a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this agreement becomes effective; and shall notify the Batavia Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the City of Batavia against all claims for damages to vehicles and equipment entrusted to its care and control.

V. HOURS OF SERVICE

Contractor at a minimum shall maintain office hours available to citizens to make inquires and obtain vehicles in accordance with the following schedule:

Monday – Friday	8:00 a.m. to 6:00 p.m.
Saturday	9:00 a.m. to 1:00 p.m.
Sunday	9:00 a.m. to 1:00 p.m.

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call out. If the call out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement at no cost to the City, **and** when emergency situations require the release of a vehicle (release fee shall apply during non- business hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this contract/proposal for the retrieval of towed vehicles during non-business hours on all seven days of the week; provide, however, that neither the Police Department nor the City shall be charged a release fee for any retrieval of or access to a towed vehicle. All

business hours shall apply to the storage facility, which shall be the central contact point for both police personnel and citizens. The time at which the customer first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

VI. WRECKER AND TOWING EQUIPMENT

Contractor shall have in operation at all times at a minimum one (1) light wrecker with a 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 8,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, Chapter 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Batavia Police Department before use. Additionally, such wrecker shall be equipped with either radio or telephone equipment, which allows immediate access by police dispatch personnel to a wrecker driver while he or she is in route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the City within 3 days of the execution of this contract and be updated from time to time. Contractor understands that the City rotates its use of towing contractors, and acknowledges that failure of the City to be able to contact Contractor within a reasonable period of time or get a reasonable response time, shall allow City to request a different towing contractor.

VII. REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, Chapter 625 ILCS 5.11-1413(c), Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway, and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

VIII. POLICE VEHICLE TOWS/STORAGE

Contractor will provide towing/winching services for any City of Batavia owned vehicle at no charge to the City within the geographical limits of Batavia, Geneva, St. Charles, West Chicago or North Aurora. Further, there will be no Contractor charges for Batavia Police Department authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor shall not charge the City of Batavia for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Batavia Police Department for evidentiary purposes or pursuant to a police investigation and must be taken to a location other than the storage site for investigation by the police before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Deputy Police Chief-Administration to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the

Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Chief of Police or designee. Vehicles impounded by the Batavia Police Department shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Department shall arrange for any vehicle remaining on a "hold" status to be moved to a different location provided Contractor has notified the Deputy Police Chief of Administration that the end of a thirty (30) day period is approaching.

Any vehicle which is on "hold" status as indicated on the Police Department's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner until 24 hours after its formal release from hold status. The Police Department will notify the vehicle owner and the Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Batavia Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released in writing by the Chief of Police or designee.

Property which is not a component part of a vehicle such as a briefcase, stereo faceplate, etc. carried on or within a vehicle ordered towed or stored by the Batavia Police Department shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Police Department.

In case of an error by the Batavia Police Department in towing a vehicle or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the Batavia Police Department.

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified by these statutes. Contractor shall provide the Batavia Police Department (Deputy Chief of Administration) with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief of Administration a written listing of vehicles which are on active "hold" status by the Batavia Police Department. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

IX. REQUIREMENTS

A. Fingerprinting

Each owner of the Contractor and each person operating a vehicle on behalf of the Contractor shall submit his or her fingerprints to the Department of State Police in the form and manner prescribed by the Department of State Police. These fingerprints should be transmitted

through a live scan fingerprint vendor licensed by the Department of Financial and Professional Regulation. These fingerprints shall be checked against the fingerprint records now and hereafter filed in the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Department of State Police shall charge a fee for conducting the criminal history record check, which shall be deposited in the State Police Services Fund and shall not exceed the actual cost of the State and national criminal history record check. The Department of State Police shall furnish, pursuant to positive identification, all Illinois conviction information and national criminal history record information to the law enforcement agency maintaining the tow rotation list. A person may not own a towing service or operate a vehicle on behalf of the Contractor included on a tow rotation list if that person has been convicted during the 5 years preceding the application of a criminal offense involving one or more of the following:

1. Bodily injury or attempt to inflict bodily injury to another person;
2. Theft of property or attempted theft of property; or
3. Sexual Assault or Attempted Sexual Assault of any kind;

B. Proper DL Classification

Each person operating a vehicle on behalf of the Contractor must be classified for the type of towing operation he or she shall be performing and vehicle he or she shall be operating and must submit proof of classification to the City.

C. Traffic Incident Management Training

Every person operating a towing or recovery vehicle on behalf of the Contractor must have completed a Traffic Incident Management Training Program approved by the Department of Transportation.

D. ICC Authority

The Contractor must hold a valid authority issued to it by the Illinois Commerce Commission.

X. OTHER CONTRACT PROVISIONS

A. No Other Charges Billed

Exempt for the charges noted by Contractor in its proposal and agreed to by the City, **NO** other charges shall be billed to any party to whom Contractor provides its services.

B. Employees Not Exempt From State, County or Municipal Laws

The existence of an Agreement between the City of Batavia and Contractor does not exempt any Contractor's employee from any state, county or municipal law or ordinances.

C. Arrival Time

Monday through Friday during normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within fifteen (15) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor shall arrive at the scene of a tow within twenty (20) minutes after notification to Contractor has been made. Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.

D. Valid Vehicle Registrations

Contractor must have valid vehicle registrations and utilize only vehicles that possess a valid vehicle registration, display a valid Illinois license plate as established by Chapter 625 ILCS 5/5-202 of the Illinois Vehicle Code and comply with the weight requirements of this Code.

E. Secure Storage Lot

Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot shall be located not more than seven (7) miles from the Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510. A storage lot within the corporate limits of the City of Batavia is preferred. It is desired (but not mandated) that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

F. Inside Storage

Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access for City of Batavia tows.

G. References

Contractor shall have present experience as a towing agency with this or any other police department. Contractor shall immediately provide the Batavia Police Department with the names of any police agencies they are providing towing services for and the names of a contact person at those agencies. Contractor shall specify the time period(s) they have provided services for these police agencies.

H. Employee Information

Contractor shall provide the Batavia Police Department with the following information for each currently-employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:

1. Name (Including middle initial);
2. Home Address;
3. Sex;
4. Date of Birth; and
5. Drivers license number, state and classification.

No tow truck operator shall be allowed to perform Batavia Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

I. Fee Structure & Acceptable Methods of Payment

Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment, which at the time of the tow or service, shall be provided to the owner or driver of the vehicle. This written notice must be in both English and Spanish. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Batavia Police Department and all acceptable methods of payment shall be

posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of Contractor, shall be provided by Contractor to the Deputy Police Chief of Administration within three (3) days after the Agreement is signed by both the City and Contractor. Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.

J. Tow Log

Contractor shall maintain a separate tow log or other acceptable record keeping system for the Batavia Police Department that shall include the following information:

1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.
3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release form completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Police Chief-Administration as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All police-related records shall be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief-Administration copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Batavia Police Department.

K. Notifying the Owner/Insurance Agent

Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days Contractor has been unable to notify the owner and/or insurance agent, Contractor, if the storage lot is located within the City of Batavia, it will notify the Batavia Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protocol was followed.

L. Reporting Acts of Theft/Vandalism

Contractor shall **immediately** report to the Batavia Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Batavia Police Department. If the offense occurs within the City, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the City, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owners information. Additionally, the Batavia Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.

M. Notification of Operational Changes

Contractor shall **immediately** notify the Batavia Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Batavia Police Department may result in suspension of the use of the Contractors' services until inspections ensuring compliance with these specifications are conducted.

N. Heavy Wrecker Towing Vehicles

Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Police Department, **all** towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor. This may be done by the use of magnetic signs, which shall be displayed while services to the Batavia Police Department are being provided. Failure of another towing agency to display such signs may result in the Batavia Police Department prohibiting the continued use of the other agency's services.

O. Incident Report Numbers

Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slips at the Department.

P. Junking Requests

Contractor, before forwarding to the Department a request for the junking or auctioning of a vehicle, shall ensure that the Department tow slip is attached or the correct report number is included in the packet.

Q. Registering with Municipality

Contractor shall annually register as a business with the City of Batavia, if and when the City passes an Ordinance requiring same.

XI. CONTRACTORS LIABILITY INSURANCE

Contractor shall maintain for the duration of this agreement, statutory Workmen's Compensation and/or Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence which meets the requirements established by Chapter 625 ILCS 5/12-606 of the Illinois Vehicle Code. Such policies shall protect Contractor from claims for bodily injury including death to his employees and all others; and from claims of property damage, and/or all of which may arise out of or result from Contractor's operations under this Agreement. A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the City before commencing work. **Garage Keeper's Liability Insurance** with a \$100,000 minimum covering fire and/or thefts from or damage done to vehicles while in storage and \$100,000 minimum on-hook coverage or cargo insurance shall also be provided to the City before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, Contractor shall provide the city with a letter from the insurance carrier that the City will be notified within ten (10) days of the pending cancellation of any policy relating to this contract. The City of Batavia shall be named as an additional insured on these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the City if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of

insurance, upon City's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided

XII. LENGTH OF AGREEMENT

The term of this Agreement shall be from January 1, 2016 through December 31, 2016, unless otherwise modified in writing by the parties. The City reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The City's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the City as a trust; Contractor shall be required to give high quality service and treatment to the public and to the City. The Agreement shall be for a 1 year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

XIII. ETHICAL CONSIDERATIONS

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the City and the ability to adhere to the Agreement with the City. Any company performing City-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the City, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past five (5) years shall be allowed to perform any towing services for the City of Batavia.

XIV. SIGNATURE

In witness thereof, the said parties have executed and signed this Agreement.

CITY OF BATAIVA, an
Illinois Municipal Corporation

By: _____

Date: _____

ATTEST: _____

CONTRACTOR

By: _____

Date: _____

ATTEST: _____

FEES FOR SERVICES RENDERED*(January 1, 2016 – December 31, 2016)***Towing and Storage Services**

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ 135⁰⁰ Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 75⁰⁰ / Per half hour
Winching/Uprighting charges

\$ 25⁰⁰ Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 45⁰⁰ Per day per vehicle for outside storage***

\$ 55⁰⁰ Per day per vehicle for inside storage***

\$ 3 / MILE Per mile if not towed to Contractor's place of business.

Any vehicle over 8,000 pounds by registration

\$ 250⁰⁰ per hour min 2 hours
Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 100⁰⁰ per hour
Winching/Uprighting charges

\$ 25⁰⁰ Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 55⁰⁰ Per day per vehicle for outside storage***

\$ 75⁰⁰ Per day per vehicle for inside storage***

\$ 4 / MILE Per mile if not towed to Contractor's place of business.

B. Emergency road service (jump start, tire change, etc.) no tow involved:

\$ 105⁰⁰ *per hour.* Per service call

C. Outside of business hours vehicle release (call out) charged to vehicle owner:

\$ 35⁰⁰ Per release

D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):

\$ 100⁰⁰ Maximum per incident

E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ 30⁰⁰ 1/4 hr.

F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ 25⁰⁰

G. Crash Wrap or Vehicle Tarping.

\$ 50⁰⁰ per window

H. Motorcycle Towing.

\$ 175⁰⁰ + 4⁰⁰ MILE

I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ 35⁰⁰

*** Storage fees are per day or portion thereof after the first twenty-four (24) hours; there is no charge for the first twenty-four (24) hour period. No storage charges shall be charged to the City of Batavia for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the City of Batavia.

FEES FOR SERVICES RENDERED

(January 1, 2017 – December 31, 2017)

Towing and Storage Services

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ 140⁰⁰

Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 75⁰⁰ / hr

Winching/Uprighting charges

\$ 25⁰⁰

Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 50⁰⁰

*Per day per vehicle for outside storage****

\$ 55⁰⁰

*Per day per vehicle for inside storage****

\$ 3 / MILE

Per mile if not towed to Contractor's place of business.

Any vehicle over 8,000 pounds by registration

\$ 250 pr hour
min. 2 hrs.

Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 100

Winching/Uprighting charges

\$ 25

Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 60⁰⁰

*Per day per vehicle for outside storage****

\$ 65⁰⁰

*Per day per vehicle for inside storage****

\$ 5 / MILE

Per mile if not towed to Contractor's place of business.

B. Emergency road service (jump start, tire change, etc.) no tow involved:

\$ 110.00 *per hour*
Per service call

C. Outside of business hours vehicle release (call out) charged to vehicle owner:

\$ 40.00 Per release

D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):

\$ 60 Maximum per incident

E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ 30 1/4

F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ 25

G. Crash Wrap or Vehicle Tarping.

\$ 50 per window

H. Motorcycle Towing.

\$ 175 + 5/mile

I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ 40

*** Storage fees are per day or portion thereof after the first twenty-four (24) hours; **there is no charge for the first twenty-four (24) hour period.** No storage charges shall be charged to the City of Batavia for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the City of Batavia.

FEES FOR SERVICES RENDERED

(January 1, 2018 – December 31, 2018)

Towing and Storage Services

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ 145⁰⁰

Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 75⁰⁰/2hr.

Winching/Uprighting charges

\$ 25⁰⁰

Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 50⁰⁰

Per day per vehicle for outside storage***

\$ 55⁰⁰

Per day per vehicle for inside storage***

\$ 3/mile

Per mile if not towed to Contractor's place of business.

Any vehicle over 8,000 pounds by registration

\$ 250 per hour
min. 2 hours

Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 100

Winching/Uprighting charges

\$ 25

Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 60⁰⁰

Per day per vehicle for outside storage***

\$ 65⁰⁰

Per day per vehicle for inside storage***

\$ 5/mile

Per mile if not towed to Contractor's place of business.

B. Emergency road service (jump start, tire change, etc.) no tow involved:

\$ 110.00 per hour Per service call

C. Outside of business hours vehicle release (call out) charged to vehicle owner:

\$ 40⁰⁰ Per release

D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):

\$ 100 Maximum per incident

E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ 30/4

F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ 25

G. Crash Wrap or Vehicle Tarping.

\$ 50 per window

H. Motorcycle Towing.

\$ 175 + \$/mile

I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ 40

*** Storage fees are per day or portion thereof after the first twenty-four (24) hours; **there is no charge for the first twenty-four (24) hour period.** No storage charges shall be charged to the City of Batavia for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the City of Batavia.

EXHIBIT 3



Request for Proposals

*Agreement for Vehicle Towing Services
For the
City of Batavia*

**City of Batavia
Police Department
100 N. Island Avenue
Batavia, Illinois 60510**

Issued:

January 8, 2016

Proposals Due:

January 27, 2016 - 4:00 PM Central Time

Contact:

Deputy Chief Dan Eul
Phone 630-454-2500

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The City of Batavia will receive sealed proposals for the Services generally described as follows: Official police-directed towing services.

SUBMISSION DATE

TO BE SUBMITTED TO the City of Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510, Attention Deputy Chief Dan Eul, BEFORE 4:00 PM on Wednesday, January 27, 2016.

INSTRUCTIONS FOR BIDDERS

Preparation of Proposals

All proposals for the Services shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All items required as part of Bidder Information, Bidder Background, and Bidder Facilities shall be completed. An authorized official must sign all proposals. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposal

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these instructions to Bidders may be rejected. If not rejected, City may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. Award will be made on the basis of the combination of price, quality and compliance with the objectives of the Batavia Police Department.

City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the

interests of City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal. City also reserves the right to accept the proposal of a bidder whose principal place of business and/or storage lot is located within City limits over the low price proposal where quality, reliability, capability, customer service, responsiveness, expertise and other aspects that bidders proposal are at least equivalent to the low price proposal.

Upon acceptance of the successful Bidder's proposal by City, the successful Bidder's proposal, together with City's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Services.

Communications with City

All communications about this Request for Proposals must be in writing and addressed to:

Deputy Chief Dan Eul
City of Batavia
Department of Police
100 North Island Avenue
Batavia, IL 60510

DATED this 8th day of January, 2016.

CITY OF BATAVIA

By: William R. McGrath
City Administrator

**AGREEMENT FOR VEHICLE TOWING SERVICES
FOR THE CITY OF BATAVIA**

This Agreement entered into this 26 day of January, 2016 by and between the City of Batavia, an Illinois Municipal Corporation in Kane and DuPage Counties, Illinois (hereinafter "City") and Duke & Lee's Service Corp. (herein after "Contractor").

I. GENERAL

These specifications shall comprise the agreement for official towing services within the corporate limits of the City of Batavia. Official towing services shall refer to any of the circumstances listed in Section II below.

II. SCOPE OF SERVICES

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Batavia Police Department in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles in roadways, rights-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a City emergency or special event.
- I. Other tows or towing-related services as may be requested by the Batavia Police Department.
- J. Street sweeps at traffic collision scenes.

This Agreement is not exclusive. The City, in its sole discretion, may establish the time periods in which a Contractor towing firm shall provide Services. Each Contractor towing firm shall provide Services during the times designated by the City for that towing firm. The City will use reasonable efforts to allocate assigned time periods in a comparable manner among the successful towing Contractors. Contractors are advised that being assigned to service a particular time period does not preclude the City from calling Contractor to provide Services in another time period, as necessary for proper police and municipal services.

City-directed towing is performed solely as a public service and the City of Batavia assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, transportation or storage of any vehicle towed under this Agreement.

III. CALLS FOR SERVICE

Services per this agreement are to be rendered only upon request of the Batavia Police Department or an authorized City of Batavia employee in the absence of such an officer. Contractor upon notification by the Batavia Police Department immediately shall send the requested number and type of tow truck(s) to the designated location. At the direction of the police officer or community service

officer at the scene, or an authorized City of Batavia employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in **Attachment B** of this agreement.

Contractor's towing vehicle operators shall obey all lawful orders of police officers and community service officers (CSOs), or an authorized City of Batavia employee in the absence of such an officer, and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous vehicles or nuisances must be removed from public or private property.

Police officers and community service officers when summoning Contractor for the removal of an abandoned vehicle on private property (when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Police officers and CSOs for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

Contractor shall consider calls from the Batavia Police Department as having **first priority** over requests for towing services from other parties. Contractor shall furnish the Batavia Police Department a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this agreement becomes effective; and shall notify the Batavia Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the City of Batavia against all claims for damages to vehicles and equipment entrusted to its care and control.

V. HOURS OF SERVICE

Contractor at a minimum shall maintain office hours available to citizens to make inquires and obtain vehicles in accordance with the following schedule:

Monday -- Friday	8:00 a.m. to 6:00 p.m.
Saturday	9:00 a.m. to 1:00 p.m.
Sunday	9:00 a.m. to 1:00 p.m.

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call out. If the call out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement at no cost to the City, **and** when emergency situations require the release of a vehicle (release fee shall apply during non-business hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this contract/proposal for the retrieval of towed vehicles during non-business hours on all seven days of the week; provide, however, that neither the Police Department nor the City shall be charged a release fee for any retrieval of or access to a towed vehicle. All

business hours shall apply to the storage facility, which shall be the central contact point for both police personnel and citizens. The time at which the customer first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

VI. WRECKER AND TOWING EQUIPMENT

Contractor shall have in operation at all times at a minimum one (1) light wrecker with a 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 8,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, Chapter 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Batavia Police Department before use. Additionally, such wrecker shall be equipped with either radio or telephone equipment, which allows immediate access by police dispatch personnel to a wrecker driver while he or she is in route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the City within 3 days of the execution of this contract and be updated from time to time. Contractor understands that the City rotates its use of towing contractors, and acknowledges that failure of the City to be able to contact Contractor within a reasonable period of time or get a reasonable response time, shall allow City to request a different towing contractor.

VII. REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, Chapter 625 ILCS 5.11-1413(c), Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway, and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

VIII. POLICE VEHICLE TOWS/STORAGE

Contractor will provide towing/winch services for any City of Batavia owned vehicle at no charge to the City within the geographical limits of Batavia, Geneva, St. Charles, West Chicago or North Aurora. Further, there will be no Contractor charges for Batavia Police Department authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor shall not charge the City of Batavia for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Batavia Police Department for evidentiary purposes or pursuant to a police investigation and must be taken to a location other than the storage site for investigation by the police before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Deputy Police Chief-Administration to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the

Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Chief of Police or designee. Vehicles impounded by the Batavia Police Department shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Department shall arrange for any vehicle remaining on a "hold" status to be moved to a different location provided Contractor has notified the Deputy Police Chief of Administration that the end of a thirty (30) day period is approaching.

Any vehicle which is on "hold" status as indicated on the Police Department's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner until 24 hours after its formal release from hold status. The Police Department will notify the vehicle owner and the Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Batavia Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released in writing by the Chief of Police or designee.

Property which is not a component part of a vehicle such as a briefcase, stereo faceplate, etc. carried on or within a vehicle ordered towed or stored by the Batavia Police Department shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Police Department.

In case of an error by the Batavia Police Department in towing a vehicle or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the Batavia Police Department.

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified by these statutes. Contractor shall provide the Batavia Police Department (Deputy Chief of Administration) with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief of Administration a written listing of vehicles which are on active "hold" status by the Batavia Police Department. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

IX. REQUIREMENTS

A. Fingerprinting

Each owner of the Contractor and each person operating a vehicle on behalf of the Contractor shall submit his or her fingerprints to the Department of State Police in the form and manner prescribed by the Department of State Police. These fingerprints should be transmitted

through a live scan fingerprint vendor licensed by the Department of Financial and Professional Regulation. These fingerprints shall be checked against the fingerprint records now and hereafter filed in the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Department of State Police shall charge a fee for conducting the criminal history record check, which shall be deposited in the State Police Services Fund and shall not exceed the actual cost of the State and national criminal history record check. The Department of State Police shall furnish, pursuant to positive identification, all Illinois conviction information and national criminal history record information to the law enforcement agency maintaining the tow rotation list. A person may not own a towing service or operate a vehicle on behalf of the Contractor included on a tow rotation list if that person has been convicted during the 5 years preceding the application of a criminal offense involving one or more of the following:

1. Bodily injury or attempt to inflict bodily injury to another person;
2. Theft of property or attempted theft of property; or
3. Sexual Assault or Attempted Sexual Assault of any kind;

B. Proper DL Classification

Each person operating a vehicle on behalf of the Contractor must be classified for the type of towing operation he or she shall be performing and vehicle he or she shall be operating and must submit proof of classification to the City.

C. Traffic Incident Management Training

Every person operating a towing or recovery vehicle on behalf of the Contractor must have completed a Traffic Incident Management Training Program approved by the Department of Transportation.

D. ICC Authority

The Contractor must hold a valid authority issued to it by the Illinois Commerce Commission.

X. OTHER CONTRACT PROVISIONS

A. No Other Charges Billed

Exempt for the charges noted by Contractor in its proposal and agreed to by the City, **NO** other charges shall be billed to any party to whom Contractor provides its services.

B. Employees Not Exempt From State, County or Municipal Laws

The existence of an Agreement between the City of Batavia and Contractor does not exempt any Contractor's employee from any state, county or municipal law or ordinances.

C. Arrival Time

Monday through Friday during normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within fifteen (15) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor shall arrive at the scene of a tow within twenty (20) minutes after notification to Contractor has been made. Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.

D. Valid Vehicle Registrations

Contractor must have valid vehicle registrations and utilize only vehicles that possess a valid vehicle registration, display a valid Illinois license plate as established by Chapter 625 ILCS 5/5-202 of the Illinois Vehicle Code and comply with the weight requirements of this Code.

E. Secure Storage Lot

Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot shall be located not more than seven (7) miles from the Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510. A storage lot within the corporate limits of the City of Batavia is preferred. It is desired (but not mandated) that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

F. Inside Storage

Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access for City of Batavia tows.

G. References

Contractor shall have present experience as a towing agency with this or any other police department. Contractor shall immediately provide the Batavia Police Department with the names of any police agencies they are providing towing services for and the names of a contact person at those agencies. Contractor shall specify the time period(s) they have provided services for these police agencies.

H. Employee Information

Contractor shall provide the Batavia Police Department with the following information for each currently-employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:

1. Name (Including middle initial);
2. Home Address;
3. Sex;
4. Date of Birth; and
5. Drivers license number, state and classification.

No tow truck operator shall be allowed to perform Batavia Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

I. Fee Structure & Acceptable Methods of Payment

Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment, which at the time of the tow or service, shall be provided to the owner or driver of the vehicle. This written notice must be in both English and Spanish. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Batavia Police Department and all acceptable methods of payment shall be

posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of Contractor, shall be provided by Contractor to the Deputy Police Chief of Administration within three (3) days after the Agreement is signed by both the City and Contractor. Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.

J. Tow Log

Contractor shall maintain a separate tow log or other acceptable record keeping system for the Batavia Police Department that shall include the following information:

1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.
3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release form completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Police Chief-Administration as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All police-related records shall be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief-Administration copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Batavia Police Department.

K. Notifying the Owner/Insurance Agent

Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days Contractor has been unable to notify the owner and/or insurance agent, Contractor, if the storage lot is located within the City of Batavia, it will notify the Batavia Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protocol was followed.

L. Reporting Acts of Theft/Vandalism

Contractor shall immediately report to the Batavia Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Batavia Police Department. If the offense occurs within the City, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the City, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owners information. Additionally, the Batavia Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.

M. Notification of Operational Changes

Contractor shall **immediately** notify the Batavia Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Batavia Police Department may result in suspension of the use of the Contractors' services until inspections ensuring compliance with these specifications are conducted.

N. Heavy Wrecker Towing Vehicles

Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Police Department, **all** towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor. This may be done by the use of magnetic signs, which shall be displayed while services to the Batavia Police Department are being provided. Failure of another towing agency to display such signs may result in the Batavia Police Department prohibiting the continued use of the other agency's services.

O. Incident Report Numbers

Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slips at the Department.

P. Junking Requests

Contractor, before forwarding to the Department a request for the junking or auctioning of a vehicle, shall ensure that the Department tow slip is attached or the correct report number is included in the packet.

Q. Registering with Municipality

Contractor shall annually register as a business with the City of Batavia, if and when the City passes an Ordinance requiring same.

XI. CONTRACTORS LIABILITY INSURANCE

Contractor shall maintain for the duration of this agreement, statutory Workmen's Compensation and/or Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence which meets the requirements established by Chapter 625 ILCS 5/12-606 of the Illinois Vehicle Code. Such policies shall protect Contractor from claims for bodily injury including death to his employees and all others; and from claims of property damage, and/or all of which may arise out of or result from Contractor's operations under this Agreement. A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the City before commencing work. **Garage Keeper's Liability Insurance** with a \$100,000 minimum covering fire and/or thefts from or damage done to vehicles while in storage and \$100,000 minimum on-hook coverage or cargo insurance shall also be provided to the City before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, Contractor shall provide the city with a letter from the insurance carrier that the City will be notified within ten (10) days of the pending cancellation of any policy relating to this contract. The City of Batavia shall be named as an additional insured on these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the City if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of

insurance, upon City's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided

XII. LENGTH OF AGREEMENT

The term of this Agreement shall be from January 1, 2016 through December 31, 2016, unless otherwise modified in writing by the parties. The City reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The City's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the City as a trust; Contractor shall be required to give high quality service and treatment to the public and to the City. The Agreement shall be for a 1 year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

XIII. ETHICAL CONSIDERATIONS

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the City and the ability to adhere to the Agreement with the City. Any company performing City-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the City, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past five (5) years shall be allowed to perform any towing services for the City of Batavia.

XIV. SIGNATURE

In witness thereof, the said parties have executed and signed this Agreement.

CITY OF BATAIVA, an
Illinois Municipal Corporation

By: _____

Date: _____

ATTEST: _____

Lee A. Singer

CONTRACTOR

By: *Lee A. Singer*

Date: *Jan 26, 2016*

ATTEST: *Stephanie Chason*

FEEES FOR SERVICES RENDERED*(January 1, 2016 – December 31, 2016)***Towing and Storage Services**

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ 135.00 Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 55.00 Winching/Uprighting charges

\$ 15.00 Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 40.00 Per day per vehicle for outside storage***

\$ 50.00 Per day per vehicle for inside storage***

\$ 3.00 Per mile if not towed to Contractor's place of business.

Any vehicle over 8,000 pounds by registration

\$ 145.00 Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 65.00 Winching/Uprighting charges

\$ 15.00 Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 40.00 Per day per vehicle for outside storage***

\$ 50.00 Per day per vehicle for inside storage***

\$ 3.50 Per mile if not towed to Contractor's place of business.

B. Emergency road service (jump start, tire change, etc.) no tow involved:

\$ 50.00 Per service call

C. Outside of business hours vehicle release (call out) charged to vehicle owner:

\$ 35.00 Per release

D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):

\$ 65.00 Maximum per incident

E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ 65.00

F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ 15.00

G. Crash Wrap or Vehicle Tarping.

\$ 25.00

H. Motorcycle Towing.

\$ 125.00

I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ 50.00

*** Storage fees are per day or portion thereof after the first twenty-four (24) hours; **there is no charge for the first twenty-four (24) hour period.** No storage charges shall be charged to the City of Batavia for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the City of Batavia.

FEES FOR SERVICES RENDERED

(January 1, 2017 – December 31, 2017)

Towing and Storage Services

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ 140.00 *Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.*

\$ 55.00 *Winching/Uprighting charges*

\$ 15.00 *Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).*

\$ 40.00 *Per day per vehicle for outside storage****

\$ 50.00 *Per day per vehicle for inside storage****

\$ 3.00 *Per mile if not towed to Contractor's place of business.*

Any vehicle over 8,000 pounds by registration

\$ 150.00 *Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.*

\$ 65.00 *Winching/Uprighting charges*

\$ 15.00 *Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).*

\$ 40.00 *Per day per vehicle for outside storage****

\$ 50.00 *Per day per vehicle for inside storage****

\$ 3.50 *Per mile if not towed to Contractor's place of business.*

B. Emergency road service (jump start, tire change, etc.) no tow involved:

\$ 50.00 Per service call

C. Outside of business hours vehicle release (call out) charged to vehicle owner:

\$ 35.00 Per release

D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):

\$ 105.00 Maximum per incident

E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ 65.00

F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ 15.00

G. Crash Wrap or Vehicle Tarping.

\$ 25.00

H. Motorcycle Towing.

\$ 125.00

I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ 50.00

*** Storage fees are per day or portion thereof after the first twenty-four (24) hours; **there is no charge for the first twenty-four (24) hour period.** No storage charges shall be charged to the City of Batavia for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the City of Batavia.

FEES FOR SERVICES RENDERED

(January 1, 2018 – December 31, 2018)

Towing and Storage Services

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ 145.00 *Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.*

\$ 55.00 *Winching/Uprighting charges*

\$ 15.00 *Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).*

\$ 40.00 *Per day per vehicle for outside storage****

\$ 50.00 *Per day per vehicle for inside storage****

\$ 3.00 *Per mile if not towed to Contractor's place of business.*

Any vehicle over 8,000 pounds by registration

\$ 155.00 *Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.*

\$ 65.00 *Winching/Uprighting charges*

\$ 15.00 *Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).*

\$ 40.00 *Per day per vehicle for outside storage****

\$ 50.00 *Per day per vehicle for inside storage****

\$ 3.50 *Per mile if not towed to Contractor's place of business.*

B. Emergency road service (jump start, tire change, etc.) no tow involved:

\$ 50.00 Per service call

C. Outside of business hours vehicle release (call out) charged to vehicle owner:

\$ 35.00 Per release

D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):

\$ 65.00 Maximum per incident

E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ 65.00

F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ 15.00

G. Crash Wrap or Vehicle Tarping.

\$ 25.00

H. Motorcycle Towing.

\$ 125.00

I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ 50.00

*** Storage fees are per day or portion thereof after the first twenty-four (24) hours; **there is no charge for the first twenty-four (24) hour period.** No storage charges shall be charged to the City of Batavia for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the City of Batavia.



Request for Proposals

*Agreement for Vehicle Towing Services
For the
City of Batavia*

**City of Batavia
Police Department
100 N. Island Avenue
Batavia, Illinois 60510**

Issued:
January 8, 2016

Proposals Due:
January 27, 2016 - 4:00 PM Central Time

Contact:
Deputy Chief Dan Eul
Phone 630-454-2500

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The City of Batavia will receive sealed proposals for the Services generally described as follows: Official police-directed towing services.

SUBMISSION DATE

TO BE SUBMITTED TO the City of Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510, Attention Deputy Chief Dan Eul, BEFORE 4:00 PM on Wednesday, January 27, 2016.

INSTRUCTIONS FOR BIDDERS

Preparation of Proposals

All proposals for the Services shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All items required as part of Bidder Information, Bidder Background, and Bidder Facilities shall be completed. An authorized official must sign all proposals. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposal

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these instructions to Bidders may be rejected. If not rejected, City may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. Award will be made on the basis of the combination of price, quality and compliance with the objectives of the Batavia Police Department.

City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the

interests of City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal. City also reserves the right to accept the proposal of a bidder whose principal place of business and/or storage lot is located within City limits over the low price proposal where quality, reliability, capability, customer service, responsiveness, expertise and other aspects that bidders proposal are at least equivalent to the low price proposal.

Upon acceptance of the successful Bidder's proposal by City, the successful Bidder's proposal, together with City's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Services.

Communications with City

All communications about this Request for Proposals must be in writing and addressed to:

Deputy Chief Dan Eul
City of Batavia
Department of Police
100 North Island Avenue
Batavia, IL 60510

DATED this 8th day of January, 2016.

CITY OF BATAVIA

By: William R. McGrath
City Administrator

**AGREEMENT FOR VEHICLE TOWING SERVICES
FOR THE CITY OF BATAVIA**

This Agreement entered into this 1 day of JAN, 2016 by and between the City of Batavia, an Illinois Municipal Corporation in Kane and DuPage Counties, Illinois (hereinafter "City") and CHAD'S TOWING & RECOVERY INC (herein after "Contractor").

I. GENERAL

These specifications shall comprise the agreement for official towing services within the corporate limits of the City of Batavia. Official towing services shall refer to any of the circumstances listed in Section II below.

II. SCOPE OF SERVICES

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Batavia Police Department in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles in roadways, rights-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a City emergency or special event.
- I. Other tows or towing-related services as may be requested by the Batavia Police Department.
- J. Street sweeps at traffic collision scenes.

This Agreement is not exclusive. The City, in its sole discretion, may establish the time periods in which a Contractor towing firm shall provide Services. Each Contractor towing firm shall provide Services during the times designated by the City for that towing firm. The City will use reasonable efforts to allocate assigned time periods in a comparable manner among the successful towing Contractors. Contractors are advised that being assigned to service a particular time period does not preclude the City from calling Contractor to provide Services in another time period, as necessary for proper police and municipal services.

City-directed towing is performed solely as a public service and the City of Batavia assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, transportation or storage of any vehicle towed under this Agreement.

III. CALLS FOR SERVICE

Services per this agreement are to be rendered only upon request of the Batavia Police Department or an authorized City of Batavia employee in the absence of such an officer. Contractor upon notification by the Batavia Police Department immediately shall send the requested number and type of tow truck(s) to the designated location. At the direction of the police officer or community service

officer at the scene, or an authorized City of Batavia employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in **Attachment B** of this agreement.

Contractor's towing vehicle operators shall obey all lawful orders of police officers and community service officers (CSOs), or an authorized City of Batavia employee in the absence of such an officer, and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous vehicles or nuisances must be removed from public or private property.

Police officers and community service officers when summoning Contractor for the removal of an abandoned vehicle on private property (when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Police officers and CSOs for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

Contractor shall consider calls from the Batavia Police Department as having **first priority** over requests for towing services from other parties. Contractor shall furnish the Batavia Police Department a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this agreement becomes effective; and shall notify the Batavia Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the City of Batavia against all claims for damages to vehicles and equipment entrusted to its care and control.

V. HOURS OF SERVICE

Contractor at a minimum shall maintain office hours available to citizens to make inquires and obtain vehicles in accordance with the following schedule:

Monday – Friday	8:00 a.m. to 6:00 p.m.
Saturday	9:00 a.m. to 1:00 p.m.
Sunday	9:00 a.m. to 1:00 p.m.

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call out. If the call out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement at no cost to the City, **and** when emergency situations require the release of a vehicle (release fee shall apply during non-business hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this contract/proposal for the retrieval of towed vehicles during non-business hours on all seven days of the week; provide, however, that neither the Police Department nor the City shall be charged a release fee for any retrieval of or access to a towed vehicle. All

business hours shall apply to the storage facility, which shall be the central contact point for both police personnel and citizens. The time at which the customer first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

VI. WRECKER AND TOWING EQUIPMENT

Contractor shall have in operation at all times at a minimum one (1) light wrecker with a 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 8,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, Chapter 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Batavia Police Department before use. Additionally, such wrecker shall be equipped with either radio or telephone equipment, which allows immediate access by police dispatch personnel to a wrecker driver while he or she is in route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the City within 3 days of the execution of this contract and be updated from time to time. Contractor understands that the City rotates its use of towing contractors, and acknowledges that failure of the City to be able to contact Contractor within a reasonable period of time or get a reasonable response time, shall allow City to request a different towing contractor.

VII. REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, Chapter 625 ILCS 5.11-1413(c), Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway, and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

VIII. POLICE VEHICLE TOWS/STORAGE

Contractor will provide towing/winching services for any City of Batavia owned vehicle at no charge to the City within the geographical limits of Batavia, Geneva, St. Charles, West Chicago or North Aurora. Further, there will be no Contractor charges for Batavia Police Department authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor shall not charge the City of Batavia for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Batavia Police Department for evidentiary purposes or pursuant to a police investigation and must be taken to a location other than the storage site for investigation by the police before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Deputy Police Chief-Administration to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the

Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Chief of Police or designee. Vehicles impounded by the Batavia Police Department shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Department shall arrange for any vehicle remaining on a "hold" status to be moved to a different location provided Contractor has notified the Deputy Police Chief of Administration that the end of a thirty (30) day period is approaching.

Any vehicle which is on "hold" status as indicated on the Police Department's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner until 24 hours after its formal release from hold status. The Police Department will notify the vehicle owner and the Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Batavia Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released in writing by the Chief of Police or designee.

Property which is not a component part of a vehicle such as a briefcase, stereo faceplate, etc. carried on or within a vehicle ordered towed or stored by the Batavia Police Department shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Police Department.

In case of an error by the Batavia Police Department in towing a vehicle or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the Batavia Police Department.

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified by these statutes. Contractor shall provide the Batavia Police Department (Deputy Chief of Administration) with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief of Administration a written listing of vehicles which are on active "hold" status by the Batavia Police Department. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

IX. REQUIREMENTS

A. Fingerprinting

Each owner of the Contractor and each person operating a vehicle on behalf of the Contractor shall submit his or her fingerprints to the Department of State Police in the form and manner prescribed by the Department of State Police. These fingerprints should be transmitted

through a live scan fingerprint vendor licensed by the Department of Financial and Professional Regulation. These fingerprints shall be checked against the fingerprint records now and hereafter filed in the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Department of State Police shall charge a fee for conducting the criminal history record check, which shall be deposited in the State Police Services Fund and shall not exceed the actual cost of the State and national criminal history record check. The Department of State Police shall furnish, pursuant to positive identification, all Illinois conviction information and national criminal history record information to the law enforcement agency maintaining the tow rotation list. A person may not own a towing service or operate a vehicle on behalf of the Contractor included on a tow rotation list if that person has been convicted during the 5 years preceding the application of a criminal offense involving one or more of the following:

1. Bodily injury or attempt to inflict bodily injury to another person;
2. Theft of property or attempted theft of property; or
3. Sexual Assault or Attempted Sexual Assault of any kind;

B. Proper DL Classification

Each person operating a vehicle on behalf of the Contractor must be classified for the type of towing operation he or she shall be performing and vehicle he or she shall be operating and must submit proof of classification to the City.

C. Traffic Incident Management Training

Every person operating a towing or recovery vehicle on behalf of the Contractor must have completed a Traffic Incident Management Training Program approved by the Department of Transportation.

D. ICC Authority

The Contractor must hold a valid authority issued to it by the Illinois Commerce Commission.

X. OTHER CONTRACT PROVISIONS

A. No Other Charges Billed

Exempt for the charges noted by Contractor in its proposal and agreed to by the City, **NO** other charges shall be billed to any party to whom Contractor provides its services.

B. Employees Not Exempt From State, County or Municipal Laws

The existence of an Agreement between the City of Batavia and Contractor does not exempt any Contractor's employee from any state, county or municipal law or ordinances.

C. Arrival Time

Monday through Friday during normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within fifteen (15) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor shall arrive at the scene of a tow within twenty (20) minutes after notification to Contractor has been made. Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.

D. Valid Vehicle Registrations

Contractor must have valid vehicle registrations and utilize only vehicles that possess a valid vehicle registration, display a valid Illinois license plate as established by Chapter 625 ILCS 5/5-202 of the Illinois Vehicle Code and comply with the weight requirements of this Code.

E. Secure Storage Lot

Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot shall be located not more than seven (7) miles from the Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510. A storage lot within the corporate limits of the City of Batavia is preferred. It is desired (but not mandated) that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

F. Inside Storage

Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access for City of Batavia tows.

G. References

Contractor shall have present experience as a towing agency with this or any other police department. Contractor shall immediately provide the Batavia Police Department with the names of any police agencies they are providing towing services for and the names of a contact person at those agencies. Contractor shall specify the time period(s) they have provided services for these police agencies.

H. Employee Information

Contractor shall provide the Batavia Police Department with the following information for each currently-employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:

1. Name (Including middle initial);
2. Home Address;
3. Sex;
4. Date of Birth; and
5. Drivers license number, state and classification.

No tow truck operator shall be allowed to perform Batavia Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

I. Fee Structure & Acceptable Methods of Payment

Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment, which at the time of the tow or service, shall be provided to the owner or driver of the vehicle. This written notice must be in both English and Spanish. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Batavia Police Department and all acceptable methods of payment shall be

posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of Contractor, shall be provided by Contractor to the Deputy Police Chief of Administration within three (3) days after the Agreement is signed by both the City and Contractor. Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.

J. Tow Log

Contractor shall maintain a separate tow log or other acceptable record keeping system for the Batavia Police Department that shall include the following information:

1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.
3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release form completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Police Chief-Administration as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All police-related records shall be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief-Administration copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Batavia Police Department.

K. Notifying the Owner/Insurance Agent

Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days Contractor has been unable to notify the owner and/or insurance agent, Contractor, if the storage lot is located within the City of Batavia, it will notify the Batavia Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protocol was followed.

L. Reporting Acts of Theft/Vandalism

Contractor shall **immediately** report to the Batavia Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Batavia Police Department. If the offense occurs within the City, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the City, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owners information. Additionally, the Batavia Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.

M. Notification of Operational Changes

Contractor shall **immediately** notify the Batavia Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Batavia Police Department may result in suspension of the use of the Contractors' services until inspections ensuring compliance with these specifications are conducted.

N. Heavy Wrecker Towing Vehicles

Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Police Department, **all** towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor. This may be done by the use of magnetic signs, which shall be displayed while services to the Batavia Police Department are being provided. Failure of another towing agency to display such signs may result in the Batavia Police Department prohibiting the continued use of the other agency's services.

O. Incident Report Numbers

Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slips at the Department.

P. Junking Requests

Contractor, before forwarding to the Department a request for the junking or auctioning of a vehicle, shall ensure that the Department tow slip is attached or the correct report number is included in the packet.

Q. Registering with Municipality

Contractor shall annually register as a business with the City of Batavia, if and when the City passes an Ordinance requiring same.

XI. CONTRACTORS LIABILITY INSURANCE

Contractor shall maintain for the duration of this agreement, statutory Workmen's Compensation and/or Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence which meets the requirements established by Chapter 625 ILCS 5/12-606 of the Illinois Vehicle Code. Such policies shall protect Contractor from claims for bodily injury including death to his employees and all others; and from claims of property damage, and/or all of which may arise out of or result from Contractor's operations under this Agreement. A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the City before commencing work. **Garage Keeper's Liability Insurance** with a \$100,000 minimum covering fire and/or thefts from or damage done to vehicles while in storage and \$100,000 minimum on-hook coverage or cargo insurance shall also be provided to the City before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, Contractor shall provide the city with a letter from the insurance carrier that the City will be notified within ten (10) days of the pending cancellation of any policy relating to this contract. The City of Batavia shall be named as an additional insured on these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the City if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of

insurance, upon City's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided

XII. LENGTH OF AGREEMENT

The term of this Agreement shall be from January 1, 2016 through December 31, 2016, unless otherwise modified in writing by the parties. The City reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The City's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the City as a trust; Contractor shall be required to give high quality service and treatment to the public and to the City. The Agreement shall be for a 1 year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

XIII. ETHICAL CONSIDERATIONS

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the City and the ability to adhere to the Agreement with the City. Any company performing City-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the City, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past five (5) years shall be allowed to perform any towing services for the City of Batavia.

XIV. SIGNATURE

In witness thereof, the said parties have executed and signed this Agreement.

CITY OF BATAIVA, an
Illinois Municipal Corporation

By: _____

Date: _____

ATTEST: _____

CONTRACTOR

By: Chad Zelenka

Date: 4/21/16

ATTEST: _____

FEES FOR SERVICES RENDERED*(January 1, 2016 – December 31, 2016)***Towing and Storage Services**

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ 130. Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 125. Hour Winching/Uprighting charges

\$ 25 Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 35 Per day per vehicle for outside storage***

\$ 40 Per day per vehicle for inside storage***

\$ 3.50 Per mile if not towed to Contractor's place of business.

Any vehicle over 8,000 pounds by registration

\$ 150 Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.

\$ 150 Hour Winching/Uprighting charges

\$ 25 Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).

\$ 50 Per day per vehicle for outside storage***

\$ 50 Per day per vehicle for inside storage***

\$ 3.50 Per mile if not towed to Contractor's place of business.

- B. Emergency road service (jump start, tire change, etc.) no tow involved:
\$ 65 Per service call
- C. Outside of business hours vehicle release (call out) charged to vehicle owner:
\$ 45 Per release
- D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):
\$ 65 Maximum per incident
- E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).
\$ 60 HOUR
- F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.
\$ 30
- G. Crash Wrap or Vehicle Tarping.
\$ 30
- H. Motorcycle Towing.
\$ 150
- I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.
\$ 100 HOUR

*** Storage fees are per day or portion thereof **after** the first twenty-four (24) hours; **there is no charge for the first twenty-four (24) hour period.** No storage charges shall be charged to the City of Batavia for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the City of Batavia.

FEES FOR SERVICES RENDERED

(January 1, 2017 – December 31, 2017)

Towing and Storage Services

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\$ 45 Per release

D. Street-sweep requested by City of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the City):

\$ 65 Maximum per incident

E. Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ 60 HOUR

F. Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ 30

G. Crash Wrap or Vehicle Tarping.

\$ 30

H. Motorcycle Towing.

\$ 150

I. Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ 100 HOUR

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FEEES FOR SERVICES RENDERED

(January 1, 2018 – December 31, 2018)

Towing and Storage Services

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ 130 *Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.*

\$ 125 HOUR *Winching/Uprighting charges*

\$ 25 *Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle collision. Each party billed for \$5.00).*

\$ 35 *Per day per vehicle for outside storage****

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\$ 150 *Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.*

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CITY OF BATAVIA

DATE: February 23, 2016
TO: Committee of the Whole - Utilities
FROM: John Dillon
SUBJECT: Resolution # 16-26-R Authorizing Task Order #19 with RJN Group, Professional Engineering Services related to First Street Sewer Basin Flow Monitoring

The City's First St. sanitary sewer basin, and pipelines associated with the sewer collection system, requires detailed engineering investigation to assist the City is determining the cause of sewer surcharging during heavy rain events. Heavy rain events occasionally cause sewage to overflow manholes and back-up in some basements. The basin includes pipes, manholes and sewage lift stations. The area encompassed is large and shown on the attached map.

The City has secured a proposal to investigate the flow characteristics of the basin from RJN Group, Wheaton IL. RJN Group has been working with the City of Batavia on sewage collection system related issues since 2012. The goal of the initial investigation is to determine the volume of infiltration of ground water into the system from cracks, breaks or leaks in the infrastructure. The flow monitoring data will also be able to quantify inflow from direct discharges such as sump pumps.

Flow monitoring will be performed for up to 90 days. Once the flow monitoring is completed, RJN Group will input the data into a computer model which will identify any excess flow and problem areas. Staff is also recommending the City purchase two (2) flow meters. The flow meters will be utilized by the City as investigation of the collection system moves throughout town. The investigation of the sewer system is an on-going, annual task, and the purchase of the meters will be a cost savings to the City over the next few years.

Since the City has an approved Master Services Agreement (MSA) with RJN Group, the proposal is attached as Task Order #19.

Recommendation: Staff recommends approval of Resolution #16-26-R authorizing execution of Task Order #19 with RJN Group, Wheaton, IL. for Professional Engineering Services related to First St. Basin Flow Monitoring for an amount not to exceed \$73,895.

C. Mayor & City Council
Bill McGrath
Gary Holm
Rahat Bari
Peggy Colby
Byron Ritchason

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-26-R**

**AUTHORIZING TASK ORDER #19 WITH RJN GROUP FOR
PROFESSIONAL ENGINEERING SERVICES RELATED TO FIRST ST.
SEWER BASIN FLOW MONITORING**

WHEREAS, the City of Batavia Sewer Utility is in need of repair and rehabilitation; and

WHEREAS, the City of Batavia has a Master Services Agreement with RJN Group, Wheaton, IL. For sewer system engineering services; and

WHEREAS, RJN Group, Wheaton, IL. Has submitted a proposal for Professional Engineering Services for First St. Sewer Basin Flow Monitoring for the City of Batavia, outlined and attached as Task Order # 19; and

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 the execution of Task Order #19, Professional Engineering Services for First St. Sewer Basin Flow Monitoring with RJN Group, Wheaton, IL., for an amount not to exceed \$73,895.

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

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

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Theelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		0 Ayes	0 Nays	0 Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzel, City Clerk

February 24, 2016

Mr. John K. Dillon
Water/Sewer Superintendent
City of Batavia
200 North Raddant Road
Batavia, Illinois 60510-2292

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
 2016 FLOW MONITORING
 FIRST STREET LIFT STATION TRIBUTARY AREA**

Dear Mr. Dillon:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Batavia, Illinois (City) for sanitary sewer flow monitoring and analysis of a portion of the sanitary sewer system on the west side of the City. This includes metering the flow tributary to the First Street Lift Station, the overflow that allows flow from the First Street LS to discharge into the Colonial Village Lift Station Area, and one additional meter within the Colonial Village LS area.

PROJECT UNDERSTANDING

The City of Batavia has requested a study of the sanitary system in the west portion of the City that is tributary to the First Street Lift Station. The First Street Lift Station basin collects flow from gravity sewers as well as the flow from three lift station areas: Braeburn, Carriage Crest, and Randall Road/Saratoga. The project will monitor flows coming from the three lift station areas and monitor the flow just upstream of the First Street Lift Station. The project will also monitor the overflow from the First Street LS that overflows into the Colonial Village Lift Station Area. In addition to the First Street LS basin, there is one location within the Colonial Village Lift Station area that the City has decided to study. The sanitary sewer located along South Harrison Street is just downstream of the sewers that can accept combined sewer flow during large wet weather events. These combined sewer to separated sewer overflow locations are along Blaine Street and Morton Street. By monitoring the sanitary sewer downstream of this area, the City hopes to obtain some insight as to the frequency that the combined system overflows into the separated system.

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Mr. John K. Dillon
February 24, 2016

PROJECT APPROACH

The six meter locations are shown on the map attached: metering the First Street Lift Station Area (4), the First Street LS overflow (1), and the separated sewer downstream of the combined system overflow (1). Two rain gauges will also be installed in the area to correlate the meter data with specific rain events. RJN will coordinate with City staff on the location of the rain gauges. The meters and rain gauges will be installed for a 90 day flow monitoring period.

An I/I analysis will be completed on the flow monitoring data. Based on the analysis, RJN will identify and evaluate options to reduce the risk of backups in this area. This will likely include flow reduction, but may also include capacity improvements and storage options. The analysis will also discuss results from metering the First Street LS overflow and the sewer along S. Harrison Street. Depending on the size of storm events occurring during the flow monitoring period, overflows at these locations may or may not be observed. The City has decided to purchase meters for the two locations that are metering overflows, which will allow flexibility for the City in metering these locations long-term if a larger storm is needed to observe overflows at these locations. The recommended plan will also identify and prioritize areas for further flow reduction studies, including smoke testing, manhole inspections, dyed-water testing, televising inspection, building inspections, and lateral investigations.

METER PURCHASE

For this project, four (4) of the flow meters will be rented by the City through RJN. The remaining two (2) meters, planned to be installed at the First Street LS overflow and at the S. Harrison Street location, will be purchased for the City by RJN as part of this project. The two meters purchased will be Hach FL902 Flo-Loggers each with an AV9000 sensor and an in-pipe Ultrasonic Sensor. The meter bundle will measure peak velocity with the in-flow AV9000 sensor. In addition, two depth measurements will be recorded for redundancy, one by the in-flow AV9000 sensor, by means of a pressure sensor, and one by the in-pipe Ultrasonic Sensor, by means of down-looking crown mounted ultrasonic pulse.

The Hach redundant flow metering bundle was chosen for this application because it provides easy and reliable data programming and collection. The interface for communicating with the meter is very user friendly and can be installed on most windows computers. In addition, the Hach meters have the database stored locally on the meters, which provides easy data download and troubleshooting when different crews using different computers are attempting to communicate with the meter.

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Mr. John K. Dillon
February 24, 2016

In order to have nightly, wireless data download, RJN will assist in the purchase of Telog RU-33 telemetry units. These units easily integrate and communicate with the Hach FL902 meters and transfer the flow meter data wirelessly to a database through the use of the Verizon wireless network. Nightly data collection is integral to quick data review to ensure proper meter functionality and reliable data collection. Both the Hach FL902 and Telog RU-33 run on the common 6V lantern battery that can be bought and swapped with minimal to no down time. RJN has experienced the highest rate of reliable and accurate data when using the Hach FL902 redundant bundle with Telog RU-33 Telemetry units. The project costs for meter purchase is for purchasing two (2) meters and two (2) telemetry units. The recommended equipment includes a one year warranty.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is as follows:

TASK 1 – FLOW MONITORING

1. Provide the rental of four (4) flow meter units with, at a minimum, one velocity and dual depth sensors with data telemetry for the duration of the project. Provide the rental of two rain gauges for the duration of the project.
2. Procure two (2) complete Hach FL902 flow meter units with Telog RU-33 telemetry units.
3. Investigate targeted sites for flow meter and rain gauge installation. Determine the meter sites that are hydraulically suitable for flow monitoring. Prepare Investigation Site Reports for approval by City.
4. Prepare flow meters and rain gauges for installation. Install six meters and two rain gauges at approved locations.
5. During installation, calibrate each flow meter by taking manual depth and velocity measurements and comparing with meter readings. Perform tipping tests on rain gauges.
6. Provide standard traffic control measures (portable signs and cones) at each site in or near a roadway.
7. Prepare the host system for handling the flow data and posting the data for viewing and

Page 4
Mr. John K. Dillon
February 24, 2016

access by City staff. Review the data at least twice per week during the “settling in” period, once per week thereafter, and report any equipment service needs to the field crews.

8. Take calibration measurements on meters a second time within two weeks of installation. Utilize the calibrations to adjust the data and prepare final data sets.
9. Provide flow meter and rain gauge maintenance as necessary to keep meters in proper operation for the duration of the monitoring period. Calibrate each meter at least two additional times within the 90-day flow monitoring period.
10. Procure spare parts and replacement equipment, such as batteries, probes, and desiccants, as needed to keep flow meters and rain gauges working and within operating standards.
11. Perform final calibration measurements at each site (for a total of 5 calibrations) and remove the flow meters and rain gauges.
12. The City owned meters will be cleaned and delivered to the City for storage. Alternatively, RJN can store in our West Chicago field office.

TASK 2 – FLOW DATA ANALYSES

1. Process the collected raw data. Analyze the processed data for wet- and dry-weather flow patterns. Create hydrographs for each meter and determine wet-weather peaking factors at standard storm recurrence and durations for each basin.
2. Perform an inflow and infiltration analysis, including:
 - Inflow peaking factors;
 - Regression analysis for peaking factor prediction;
 - Scattergraphs and hydrographs; and
 - Capacity analysis including downstream control and surcharging assessment.
 - Evaluations of overflows into the Colonial Village area from the First Street Lift Station and the combined sewer area and assessment of impacts these overflows have on the Colonial Village LS basin.

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Mr. John K. Dillon
February 24, 2016

TASK 3 – REPORT

1. Prepare and submit three copies of a draft report outlining flow monitoring results with recommendations.
2. Include the following in the report:
 - Details on each flow meter and rain gauge location;
 - Summary of the flow and rainfall data collected;
 - Conclusions from the flow metering, including evidence of downstream control, surcharging, hydraulic bottlenecks, and levels of I/I;
 - Adequacy of the existing system to handle existing flows and recommendations for capacity improvements (if any);
 - Impacts of the overflows on the Colonial Village Lift Station basin; and
 - Recommendations for the next appropriate steps including reduction in I/I.
3. Incorporate City comments and submit up to three copies of the final report. Provide a pdf of the final report and a flash drive containing all digital documents and processed flow-monitoring data.

TASK 4 – PROJECT MANAGEMENT

1. Provide project management services for the duration of the project. Attend up to two meetings with City staff.

ITEMS REQUESTED FROM CITY

We request the following items from the City:

1. Access to the manholes for site inspections.
2. Traffic control assistance as needed for high traffic areas.
3. Two secured sites for rain gauge installations. This can be lift stations, public works facility, or other public buildings in the area.

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Mr. John K. Dillon
February 24, 2016

SCHEDULE

The key schedule parameters for this project are as follows:

- The site investigations will begin within two weeks of a notice to proceed or by March 25, 2016, whichever is latest.
- Flow meters will be installed within three weeks of site investigations. The flow-monitoring period will begin when the last meter has been installed successfully and will last 90 days (3 months).
- The draft report will be submitted to the City within three months of the end of the flow-monitoring period.
- The final report will be submitted within four weeks of receipt of City comments on the draft report.

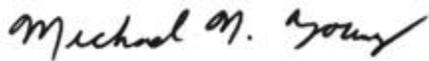
PROPOSED FEE

This scope of services will be invoiced on a time and materials basis unit price basis for a not-to-exceed cost of \$73,895 per the attached fee schedule.

It is our pleasure to submit this proposal to the City of Batavia. Please feel free to contact Mike at (630) 682-4700 x314 if you would like to discuss this proposal in detail. We are looking forward to the opportunity to begin working with the City on this important project.

Sincerely,

RJN Group, Inc.



Michael N. Young, P.E.
Principal



Catherine Buckley, P.E.
Project Engineer

CITY OF BATAVIA
2016 Flow Monitoring
Summary of Engineering Services Fees

Task No.	Task Description	\$ 190	\$ 165	\$ 140	\$ 120	\$ 105	\$ 95	\$ 85	\$ 75	\$ 65	\$ 70	Total Hours	Total Cost
		QC	PM	SPE	PE	RE	EI	GIS	SFT	FT	CL		
Task 1 - Flow Monitoring (6 meters)													
1001	Site Investigation and Installation	1	2	-	8	-	6	10	6	54	2	89	\$ 7,000
1002	Meter Maintenance and Calibrations	-	2	-	8	-	8	5	6	132	2	163	\$ 11,645
1003	Meter Rental (\$25 per meter per day x4 meters)												\$ 9,000
1004	Meter Purchase (\$9,965 per meter x2 meters)												\$ 19,930
1005	Rain Gauge Rental (\$5 per gauge per day)												\$ 900
1006	Expenses												\$ 1,000
	SUBTOTAL												\$ 49,475
Task 2 - Data Analyses													
2001	Flow Meter Data Processing	-	1	-	6	-	36	-	-	-	2	45	\$ 4,445
2002	I/I Analysis	-	2	-	8	-	32	6	-	-	2	50	\$ 4,980
	SUBTOTAL												\$ 9,425
Task 3 - Report													
3001	Draft Report	2	6	2	12	-	24	24	-	-	2	72	\$ 7,550
3002	Final Report	1	3	-	6	-	8	8	-	-	2	28	\$ 2,985
	SUBTOTAL												\$ 10,535
Task 4 - Project Management and Meetings													
		4	12	-	12	-	-	-	-	-	4	32	\$ 4,460
TOTAL		8	28	2	60	-	114	53	12	186	16	479	\$ 73,895

Legend

QC	Quality Control Manager
PM	Project Manager
SPE	Senior Project Engineer
PE	Project Engineer
RE	Resident Engineer
EI	Engineer Intern
GIS	GIS Technician
SFT	Senior Field Technician
FT	Field Technician
CL	Clerical



Exhibit "A"

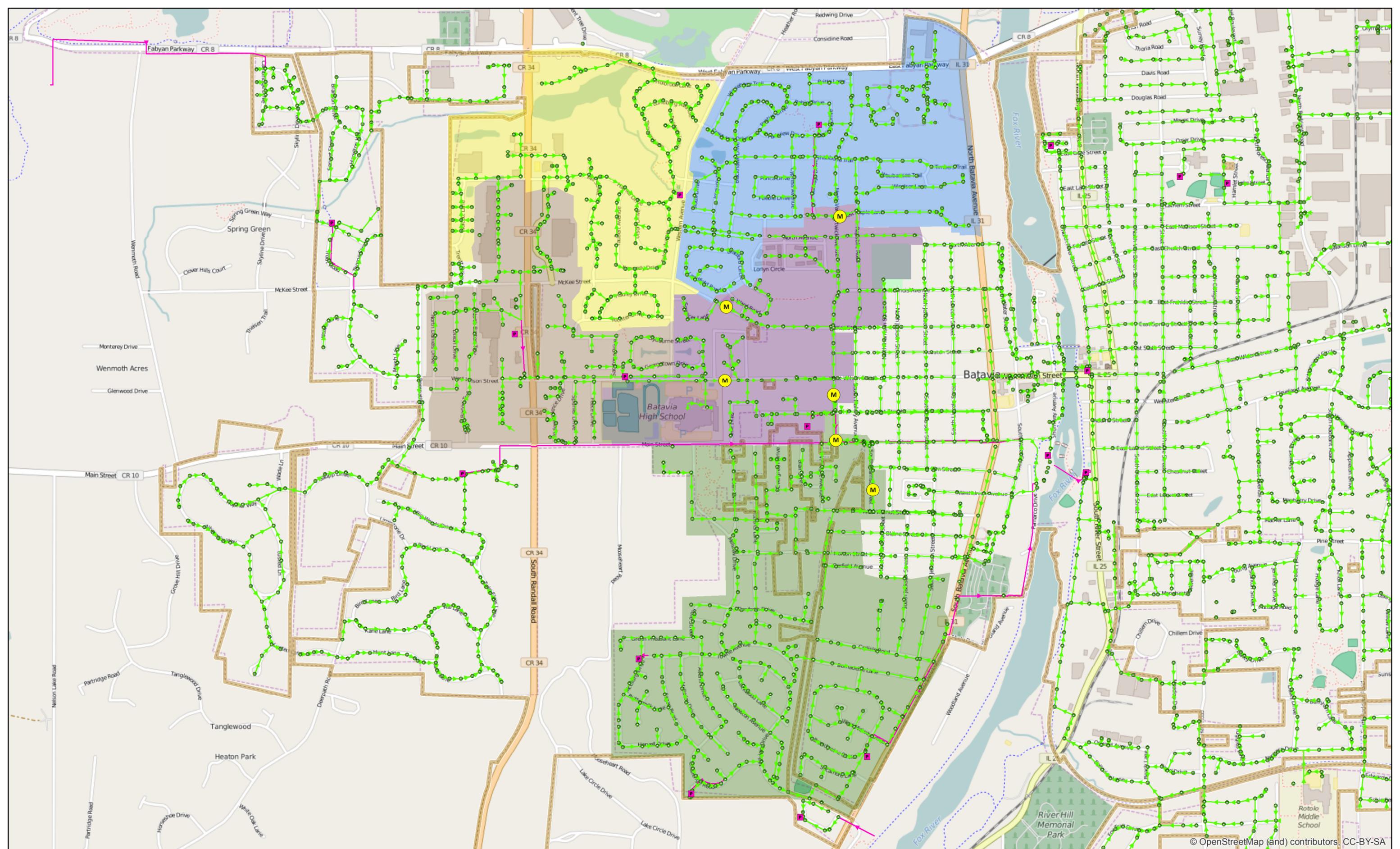
**CITY OF BATAVIA
2016 SSES PROGRAM**

**Schedule of Rates
for RJN Group, Inc.**

	Position	Hourly Rate
QC	Quality Control Manager	\$190
PM	Project Manager	\$165
SPE	Senior Professional Engineer	\$140
PE	Project Engineer	\$120
RE	Resident Engineer	\$105
EI	Engineering Intern	\$95
GIS	GIS Technician	\$85
SFT	Senior Field Technician	\$75
FT	Field Technician	\$65
CL	Clerical	\$70

NOTES:

1. The rates listed above are valid until December 31st, 2016.
2. The rates for reimbursables such as postage, document fees, and in-house printings/discs are applied based on the normal on-going charges.
3. The above rates do not include the services of other professionals or companies required to perform work to assist RJN Group, Inc. in the performance of a task order.



TASK ORDER NO. 19

REGARDING GENERAL AGREEMENT BETWEEN CITY OF BATAVIA

AND

RJN GROUP, INC.

Project Description:

Engineering Services for First St. Sub-Basin Flow Monitoring of the sewer collection system.

Scope of Services:

Per attached Proposal

Estimated Fee for Services:

\$73,895.00

Proposed _____

RJN Group, Inc..

Date _____

Approved: _____

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

Date: _____

CITY OF BATAVIA

DATE: February 25, 2016
TO: Committee of the Whole - PU
FROM: Mustafa Kahvedzic, Project Engineer
SUBJECT: Resolution 16-27-R Award NE & SE Substation Routine Maintenance to Siemens Industry, Inc.

Summary: The City of Batavia Electric Utility will be performing routine maintenance on the NE & SE Substations during the Fall of 2016. The transformer, reclosers, and protective relays will be tested to verify proper operation.

Background: City of Batavia 138kV system is part of NERC Bulk Electric System (BES) and must maintain its equipment per NERC standards. The equipment at the NE & SE Substations is due for routine maintenance in the Fall of 2016. The nature of the work will be to de-energize the substations and transfer the load to other stations. All of the 138kV and 34kV apparatus will be tested for insulation integrity, operation, as well as the protective relays verified. The transformers will undergo testing to ensure proper internal connections, and will also go through a complete load tap changer overhaul.

While the scope of work contemplated as part of this project is considered to be “routine”, the work itself is highly specialized and only performed by a select few consultants in our area. The Electric Utility used Siemens Industry, Inc. to perform other routine maintenance activities on the NE & SE Substations in December of 2015 and they did an excellent job. The Electric Utility again wishes to engage the services of Siemens Industry, Inc for the routine maintenance of the NE & SE Substation equipment.

Staff is recommending that an Agreement be entered into with Siemens Industry, Inc in the amount not to exceed \$75,770.00 for routine maintenance of the NE & SE Substation equipment. The cost of this work is included in the already approved 2016 budgeted dollars for Substation Maintenance.

Staff recommendations:

- Recommend Committee of the Whole and City Council approve Resolution 16-27-R Award NE & SE Substation Routine Maintenance to Siemens Industry, Inc

Attachment:

1. Siemens Industry, Inc Agreement

ATTACHMENT #1

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-27-R**

**AWARD NE & SE SUBSTATION ROUTINE MAINTENANCE TO SIEMENS
INDUSTRY, INC.**

WHEREAS, the City of Batavia owns and operates an electric utility whereby it purchases wholesale power and resells same to its citizens; and

WHEREAS, the City of Batavia Municipal Electric Utility will be performing routine maintenance on the NE & SE Substation in 2016; and

WHEREAS, the City of Batavia Municipal Electric Utility requires that existing equipment be maintained for proper working order and to identify potential failures; and

WHEREAS, it has been determined that Siemens Industry, Inc. has submitted a responsible quotation for the NE & SE Substation Routine Maintenance and further, that Siemens Industry, Inc. has the experience and qualifications necessary to provide the work in a satisfactory and safe manner; and

WHEREAS, it is in the best interests of the City of Batavia that the quotation from Siemens Industry, Inc. be accepted; and

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 enter into an Agreement for the NE&SE Substation Routine Maintenance with Siemens Industry, Inc. in the amount of \$75,770.00 – said Agreement being attached hereto as Exhibit #1.

CITY OF BATAVIA, ILLINOIS RESOLUTION 16-xx-R

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

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

Jeffery D. Schielke, Mayor

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

ATTEST:

Heidi Wetzal, City Clerk

AGREEMENT

THIS AGREEMENT, made this 25 day of February, 2016 by and between the CITY OF BATAVIA, (hereinafter referred to as the “City”), and **SIEMENS Industry, Inc.**, (hereinafter referred to as the “Company”), with regard to certain services in connection with the **NE & SE Substation Testing** Project (hereinafter referred to as the “Project”).

NOW THEREFORE, the City and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.
2. The Company has made a proposal to the City, dated **02/25/2016**, attached hereto Exhibit 1 and expressly made a part hereof.
3. This contract will constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the City and the Company.
4. The terms and conditions of this agreement will be the sole terms and conditions followed for this Agreement, unless otherwise approved in writing by the City Attorney and attached as an exhibit to this agreement. Any and all terms and conditions contained in Company’s Proposal will be superseded by the terms and conditions of this agreement.
5. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.
6. The City does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
7. Illinois Prevailing Wages: To the extent the proposed contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12, to the extent they are applicable, including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

02-18-2016

Re: NE&SE Substation Testing-SIEMENS Industry, Inc.

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

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

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

8. Any payment made to the Company shall be strictly on the basis of quantum meruit. The Company shall submit to the City a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The City will pay the Company for the performance of the Agreement as follows:
 - a. Monthly payments based on actual work satisfactorily completed, less 10% retainage until final completion of the work
 - b. The total Agreement payment will not exceed \$75,770.00
 - c. Additions or deductions to the approved total amount for services must be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.
 - d. Final payment to the Company will be made once the project has been completed, all paperwork completed and turned into the City of Batavia and/or State of Illinois, and approved with the State of Illinois and/or the City of Batavia.
9. The Company shall perform those phases of the Project to which this Agreement applies, and shall give consultation and advice to the City during the performance of the services.
10. The Company shall secure and maintain in force throughout the duration of this Agreement, Comprehensive General Liability including Products Liability/Completed Operations insurance naming the City as an additional insured written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 policy limit subject to the terms and conditions of the policy.

The Company shall secure and maintain in force throughout the duration of this Agreement, Automobile Liability insurance in an amount not less than \$1,000,000

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Re: NE&SE Substation Testing-SIEMENS Industry, Inc.

combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.

The Company shall secure and maintain in force throughout the duration of this Agreement, Umbrella or Excess Liability coverage of \$2,000,000.

The Company shall secure and maintain in force throughout the duration of this Agreement, Workers' Compensation insurance, as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.

The insurance provided by Company shall be primary, and not contributory to any insurance purchased by the City. All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A. The certificate of insurance shall provide that it will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the City, nor shall the Company allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The Company and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract.

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

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

11. The Company shall provide the services as required herein in accordance with the Project Schedule.
12. The Company shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the City.
13. The Company represents and warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.
14. The City and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the City nor the Company shall assign, subcontract, or transfer their interest in this

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Re: NE&SE Substation Testing-SIEMENS Industry, Inc.

Agreement without the written consent of the other. Nothing herein will be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor will it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs must be outlined in detail in the proposal submitted by the Company. None of the services to be furnished by the Company may be subcontracted, assigned, or transferred to any other party or parties without the written consent of the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company will not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, must be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

15. The Company shall indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by the negligent act, omission, or failure of the Company, its officers, agents and employees, in performing the work required by this Agreement
16. The City agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.
17. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished hereunder shall be delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.
18. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
19. The City may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs

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Re: NE&SE Substation Testing-SIEMENS Industry, Inc.

allocable to the services covered by the order. The City will pay for costs associated with suspension provided, they are deemed reasonable by the City.

20. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.
 - a. Should any of the key personnel identified in the Proposal become unavailable to work on the project, and no permanent substitute personnel reasonably satisfactory to the City is provided by the Company within thirty (30) days, and/or no temporary replacement personnel is provided by the Company immediately following the commencement of the subject Key Personnel's unavailability, the City may, at its election, declare such contract terminated and at an end, reserve the right to maintain and action to recover damages arising due to breach of contract
 - b. The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Company, in the event of default by the Company. Default is defined as failure of the Company to perform any of the provisions of this contract of failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.

The Company shall be liable to the City for all excess costs for such similar supplies or service unless evidence is submitted to the City that in the sole opinion of the City clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Company.
 - c. Upon termination, the Company shall cause to be delivered to the City all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the City. Cost of termination incurred by the Company before the termination date will be reimbursed by the City only, if prior to the effective termination date, the City receives from the Company a list of actions necessary to accomplish termination and the City agrees in writing that those actions be taken. Upon receipt of the termination notice, the Company shall stop all work until said Agreement is reached.
21. The City agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.
22. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City's Contractors, if any.

02-18-2016

Re: NE&SE Substation Testing-SIEMENS Industry, Inc.

23. An notice relating to claims for damages or relating to allegations of default shall be in writing and shall be made by certified or registered mail, postage prepaid, return receipt requested, or reliable overnight courier, to the parties as follows:

If to Company: Siemens Industry, Inc.
6625 Daniel Burnham Drive
Suite C
Portage, IN 46368

If to the City: City of Batavia
Attention: City Clerk
100 North Island Avenue
Batavia, IL 60510

with copies to: City of Batavia
Attention: Electric/PW Director
200 N.Raddant Rd
Batavia, IL 60510

and: City of Batavia
Attention: City Attorney
100 North Island Avenue
Batavia, IL 60510

24. This Agreement contains the entire agreement between the parties. No other writing, discussion or any other communication about possible terms is to be construed as forming part of the agreement between the parties. Any terms and conditions submitted by the Company as part of its proposal are specifically disavowed and such terms and conditions shall not supersede this Agreement.
25. This Agreement shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.
26. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF BATAVIA, an Illinois
Municipality,

Company,

By: _____
Mayor

By: _____
President

02-18-2016

Re: NE&SE Substation Testing-SIEMENS Industry, Inc.

Attest:

Attest:

By: _____
City Clerk

By: _____
Secretary

SIEMENS

February 25, 2016

Mr. Mustafa Kahvedzic
Project Engineer
City of Batavia – Electric Department
200 N. Raddant Road
Batavia, IL 60510

Subject: NERC NE & SE Sub-Testing 2016
Siemens Negotiation Number GCGJL16-02-007

Dear Mustafa:

Per your request Siemens Industry, Inc is pleased to quote the following.

Equipment

Northeast Substation – W503

Qty. (2) 138kV Transformers
Qty. (12) SF6 Breakers ((5) 138kV Breakers & (7) 35kV Breakers)
Qty. (20) Disconnect Switches
Qty. (16) SEL Protective Relays
Qty. (Lot) Arrestors

Southeast Substation – W502

Qty. (1) 138kV Transformer
Qty. (6) SF6 Breakers ((3) 138kV Breakers & (3) 35kV Breakers)
Qty. (11) Disconnect Switches
Qty. (10) SEL Relays
Qty. (Lot) Arrestors

Scope of Work

Transformers

- Perform Dissipation Factor / Power Factor (Overall & Primary / Sec. Bushings)
- Insulation Resistance Test and Turns Ratio Test
- Insulation Resistance Dielectric Absorption Test
- Winding Resistance in Final Tap Position
- Test / Adjust Fan and Pump Controls – Cooling Circuit

SF6 Breakers

- Insulation Resistance
- Contact Resistance
- Perform Dissipation Factor / Power Factor Test on Breaker & Bushings
- Breaker Timing Curves (Trip, Close, Reclose, Trip-Free)
- SF6 Breakers: Pull Gas Samples and Check for Contamination and Water

Siemens Industry, Inc.

SIEMENS

- Check integrity of Vacuum Interrupters
- Check minimum Pick-up Voltage Test on Trip & Close coils

Disconnect Switches

- Switch Operation / Alignment
- Contact Resistance
- Insulation Resistance

Surge Arrestors

- Watts-Loss Test
- Insulation Resistance

Protective Relay

- Settings Verification
- Functional Check – operation of inputs and outputs
- Transformer test & calibrate sudden pressure relay, seal-in relay transformer (main tank) test and calibrate sudden pressure relay and seal-in relay

Voltage and Current Transformers

- Verify that the protective relay is receiving the expected values from the voltage and current sensing devices

Price

Work is based on time / expense / material.

- \$199.00 / regular hour – Monday thru Friday 8:00 am to 5:00 pm excluding holidays
- Mileage - .85 cents a mile
- Expense – cost + 15%
- SF6 Gas Sample – cost +20%

Estimated Hours at the Northeast Substation – W503	168 hours
Estimated Hours at the Southeast Substation – W502	96 hours
Estimated Prep and Report Time	32 hours

Estimated Price is \$75,770.00

- 296 / hours @ \$199.00 = \$58,904.00
- 3,960 miles @ .85 = \$3,366.00
- SF6 Sampling & Testing of (18) Breakers = \$13,500.00

Selling Policy 49-000 applies; copy enclosed.

Notes & Comments

1. Work is based on Monday thru Friday 8:00 am to 5:00 pm excluding holidays.
2. NERQ Testing to be complete between March 1st and April 15, 2016.
3. Customer to de-energize and re-energize electrical equipment being serviced.
4. Customer to provide bucket truck and operator to assist in testing.
5. Customer to provide maintenance personnel to assist our engineers in disconnecting and reconnection electrical equipment.

Siemens Industry, Inc.

SIEMENS

6. Upon completion a report will be submitted with our findings.
7. Additional repairs to equipment and replacement of parts or equipment are not included.
Any such repairs or replacement will be negotiated separately, when known, as necessary.
8. Extensive delays due to circumstances beyond the control of the Siemens Service Personnel will be subject to additional billing.

Should you have any questions or if we may be of assistance, please call me at 708/418-0154.

Yours truly,

Julio Lemus
Account Manager

cc: Robert Rogde – City of Batavia

Siemens Industry, Inc.

CITY OF BATAVIA

DATE: February 10, 2016
TO: Committee of the Whole-CS
FROM: Scott Buening, Community Development Director
SUBJECT: Continued Discussion: Implementing Contractor Registration in the City of Batavia

1. **Summary:** Continued discussion regarding beginning a contractor registration program in the City.
2. **Background:** City staff raised the idea of contractor registration back on May 26, 2015. The Committee discussed this and determined it was something that they did not want to proceed with at that time, but wanted staff to bring this back in a year. During some conversations at a recent COW meeting, several aldermen brought up contractor registration again. They indicated that they had been approached by local business owners that were interested in having the City implement this program. They felt that the program would help protect local businesses and residents from less reputable contractors.

Staff is now bringing this program forward again for further committee discussion. We have provided the information presented previously as a way to restart the discussion about this program. In summary, staff was suggesting the following:

- Registration for contractors would be required for any work that requires a permit.
- Annual Fee for any contractor (general or subcontractor) would be \$100.00. Registration would be renewed on January 1 of each year.
- We would prorate initial registrations on a quarterly basis (i.e. applications from October-December would pay 25% or \$25.00 fee).
- \$10,000 Surety Bond would be required.
- \$1,000,000 in general liability insurance would be required.
- Workers Compensation and Auto Liability would need to follow State Law (we would not require anything additional).
- Roofing, plumbing and irrigation contractors that are licensed by the State would pay a discounted \$25.00 annual registration fee. These contractors would need to provide proof of license and bonding from the State.
- We would include an allowance to revoke the registration and prohibit work within the City. The registration would be revocable for violations of local or State laws, or violations of building code. An appeal process to the City Council would be developed if the existing process under the building code does not apply.
- First year of implementation would be free to get applicants to sign up.

- Homeowners doing work on their own principal residence would be exempted from the registration requirement.

Staff would like to have the Committee discuss the proposal to implement a contractor registration program, and provide direction on whether or not to begin drafting an ordinance to put the program in place.

3. Alternatives, including no action if viable:

- **Pros:** Contractor registration allows the City to be aware of who is doing work in the City. It allows the homeowner or property owner the peace of mind that the City will be able to ensure quality work by contractors and that they will likely not “skip town” with their money. The program would provide incremental revenues to the City, but this is not intended to be a substantial revenue source for the City.
- **Cons:** The program will make the cost of doing work in the City slightly more expensive. The program will make Batavia the first of the tri-cities to implement a registration program. The program may seem “business unfriendly” due to the additional paperwork and costs contractors will incur.
- **Budget Impact:** We have an estimated 150 contractors (about 50 roofing/plumbing) that do work in the City annually. This would translate approximately to an additional \$11,250 in revenues annually. We do not intend to hire additional staff for this program, therefore there would be no negative effect on the budget.
- **Staffing Impact:** No impact on staffing as we are not intending to hire staff for this program.

4. Timeline for actions: There is no specific timeline as this has been a continuing internal discussion for some time.

5. Staff recommendation: Staff recommends that the Committee review the contractor registration program and provide direction to staff on whether or not to draft an Ordinance that would implement this program.

Attachments:

1. Staff memo and attachments on May 20, 2015.
2. Staff supplemental memo of May 26, 2015.
3. Minutes of May 26, 2015 COW meeting.

CITY OF BATAVIA

DATE: May 20, 2015
TO: Committee of the Whole-CS
FROM: Scott Buening, Community Development Director
SUBJECT: Discussion: Implementing Contractor Registration in the City of Batavia

1. **Summary:** Discussion regarding beginning a contractor registration program in the City.
2. **Background:** City staff has been exploring the idea of implementing a contractor registration program for a number of years. Many towns in the area already have a registration program in place including Aurora, Sugar Grove, West Chicago, North Aurora and South Elgin, among others. Staff has investigated these programs and we feel the time is right to begin our own contractor registration program. The program would consist of the following parameters:
 - Registration for contractors would be required for any work that requires a permit.
 - Annual Fee for any contractor (general or subcontractor) would be \$100.00. Registration would be renewed on January 1 of each year.
 - We would prorate initial registrations on a quarterly basis (i.e. applications from October-December would pay 25% or \$25.00 fee).
 - \$10,000 Surety Bond would be required.
 - \$1,000,000 in general liability insurance would be required.
 - Workers Compensation and Auto Liability would need to follow State Law (we would not require anything additional).
 - Roofing, plumbing and irrigation contractors that are licensed by the State would pay a discounted \$25.00 annual registration fee. These contractors would need to provide proof of license and bonding from the State.
 - We would include an allowance to revoke the registration and prohibit work within the City. The registration would be revocable for violations of local or State laws, or violations of building code. An appeal process to the City Council would be developed if the existing process under the building code does not apply.
 - First year of implementation would be free to get applicants to sign up.
 - Homeowners doing work on their own principal residence would be exempted from the registration requirement.

We have attached a table showing a survey that was done by another community showing what towns in the western metro area do in regards to contractor registration. While Geneva

and St. Charles most notably do not register contractors at this time, many other communities in the areas do and have done so for many years.

The primary motivation for this is not for revenue. The main reason to implement such a program is for the protection of home and property owners. The City generally does not know who is doing work in the community, and when things go wrong (i.e. faulty work, taking deposits and not doing work, etc.) there is little recourse for the homeowner or City to take. This program would require contractors that wish to do work in the City to be registered prior to issuance of a building permit. If they are not registered they cannot do work within the City limits. The City would have the ability to revoke a registration for cause and then that contractor would not be entitled to work within the City. In addition, there would be a surety bond and insurance on file which would give the homeowner/property owner a financial recourse in the event something goes wrong and is not remedied.

The revenues generated would offset the additional staff time needed to monitor and enforce the program. While there would be additional work required as part of the start up of the program, we do not anticipate that we will need additional staff to continually enforce the program. Renewals would be in January every year which would coincide with the annual decrease in building permits. New registrations would occur in conjunction with a new building permit so little additional work would be necessary by staff on an ongoing basis.

Staff would like to have the Committee discuss the proposal to implement a contractor registration program, and provide direction to begin the process of drafting an ordinance to put the program in place.

3. Alternatives, including no action if viable:

- **Pros** Contractor registration allows the City to be aware of who is doing work in the City. It allows the homeowner or property owner the peace of mind that the City will be able to ensure quality work by contractors and that they will likely not “skip town” with their money. The program would provide incremental revenues to the City, but this is not intended to be a substantial revenue source for the City.
- **Cons** The program will make the cost of doing work in the City slightly more expensive. The program will make Batavia the first of the tri-cities to implement a registration program. The program may seem “business unfriendly” due to the additional paperwork and costs contractors will incur.
- **Budget Impact** We have an estimated 150 contractors (about 50 roofing/plumbing) that do work in the City annually. This would translate approximately to an additional \$11,250 in revenues annually. We do not intend to hire additional staff for this program, therefore there would be no negative effect on the budget.
- **Staffing Impact** No impact on staffing as we are not intending to hire staff for this program.

4. Timeline for actions: There is no specific timeline as this has been a continuing internal discussion for some time.

5. **Staff recommendation:** Staff recommends that the Committee direct staff to proceed with drafting an Ordinance Implementing Contractor Registration in the City of Batavia as noted above, and to return to the Committee for a vote on the Ordinance.

Attachments:

1. Community Survey.

CONTRACTOR REGISTRATION SURVEY

Insurance

<u>MUNICIPALITY</u>	<u>Registration</u>	<u>Fee</u>	<u>Type</u>	<u>Bond</u>	<u>Gen Liab</u>	<u>WC</u>	<u>Auto</u>	<u>Other</u>
RECOMMENDATION	YES	\$150	ANY WHOSE WORK REQUIRES PERMIT ALL, but painters/flooring/indscp maint	\$10,000 EACH, EXC PL	\$1,000,000	IL LAW - no proof	IL LAW - no proof	LIC FOR ROOF, PL, IRRIG, ALL PAY OR DON'T ONLY NIC PL AND EL, ALARM & SPRINKLER TO CK W/FIRE TOO
SUGAR GROVE	YES	\$165	GC, Sign, HVAC, Elect, Roof	\$20,000 GC; \$10,000 ONLY HV & CARP	\$2,000,000	IL Law	\$1,000,000	License for roofing/plumbing/electric/irrigation
Aurora	Yes	\$200 new, then \$100		20000	\$1,000,000	IL Law	none	
Arlington Heights	Yes	\$130 or \$60	All but no E, PL, Alarm	only Dem & Swr	none	none	none	Background check by PD & crime ?
Bartlett	Yes	\$100 GC; \$50 Subs	All	10000	\$1,000,000	IL Law	none	License for Electrician, roofing, plumbing
Barrington	Yes	\$75	All	none	only GC			License for Electrician, roofing, plumbing
Batavia	No							
Bolingbrook	Yes	\$260 GC; \$160 Subs	All	\$20,000 or 10%	\$300,000	none	none	License for Electrician, roofing, Irrigation
Channahon	Yes	\$150 GC; \$100 Subs	All	none	\$300,000	IL Law	none	License for Electrician, roofing, Irrigation & plumbing
Carol Stream	No							
Crystal Lake	No but requires bond	\$0	Certain trades	10000	none	none	none	State license for roofing & plumbing
DeKalb	Yes	\$250 then \$50	Elect/Plumb/HVAC/ROW only	10000	none	none	none	
Downers Grove	Only Electrical	\$0						
Elburn	No							License for roofing & plumbing
Elgin	No-license only			\$20,000 for HVAC & Sewer	none	none	none	License for Electrician, roofing, plumbing, fire sprinkler & hvac
Geneva	No		Only ROW		\$1,000,000			State license for roofing & plumbing
Huntley	Yes	\$25 +\$10 for ea trade	1/2 after July 15th for all trades	\$10,000 for row or easements	\$1,000,000			
Lemont	Yes	\$200 GC; \$75 Subs	All (no chg for pl, elect, alarm indscp)	\$25,000*	250000 injury	not <\$100,000	none	\$100,000 prop damage ins; License for Elect, roof, Irrig, plum
Liste	No							
Montgomery	Yes	\$125	All	none	yes certificate nothing else specified			License for Electrician, roofing, plumbing - no charge

Insurance

CONTRACTOR REGISTRATION SURVEY

MUNICIPALITY	Registration	Fee	Type	Bond	Gen Liab	WC	Auto	Other
Morris	Yes	\$200	GC	20000	\$300,000	IL Law	\$300,000	
		\$100 Elec\$50; PL\$25;RO W\$30	All Subs	10000	\$300,000	IL Law	\$300,000	
Naperville	Yes		Elect/Plumb/ROW only	\$10,000 Elect only	Only Elect		none	License for Elec, plumbing and Engineer approval for ROW
New Lenox	Yes	\$150	All but no chg for pl or sprinkler	10000	\$1,000,000	500000	none	License for roofing, plumbing & sprinkler
		\$150; \$25 if state license			yes certificate nothing else specified			License required for Electrician, plumbing, roofing, sprinkler
North Aurora	Yes	\$250	All	20000	\$2,500,000	500000	\$500,000	
Oswego	Yes	\$100	GC	20000	\$1,500,000	500000	\$200,000	License required for Electrician, plumbing, roofing
			All Subs	10000	\$1,000,000	none	none	License required for Electrician, plumbing, roofing sprinkler
Plainfield	Yes	\$50	All but no chg for pl or sprinkler	GC & roofer \$10,000	\$1,000,000	none	none	
Plano	No							
Romeoville	Yes	\$150 GC; \$75 Subs; no pl	All	\$10,000 except pl	\$300,000inj	1000000	none	\$25,000 prop damage ins; License for Elect, roof, plumber plumbing
Sandwich	No							
South Elgin	No		Only state license copies					
St. Charles	No							
Sycamore	No	only \$ for elect test	Elect City test & PI 055/058 & PL #					
Warrenville	Yes	Only Elec \$35 \$185 Initial; \$145 Renewal	Elect/Roofers only	\$5,000 Elect.	yes			License required for Electrician and roofing
West Chicago	Yes	\$25	All	10000	\$250,000	1000000		\$100,000 property damage insurance cert
Wheaton	Yes	\$25	All except pl, alarm, roofing, sprinklr or elect	10000	\$1,000,000**			**Ins Cert for Irrig, ROW, house moving
Wilmington	Yes	\$100	All but no chg for pl, sprinkler or roofer	none	yes certificate for liability & WC only			License required for plumber and roofer
Winfield	Yes	\$250 GC; 1/2 after 8/1		20000	\$1,000,000	IL Law	\$500,000	All renew 1/31 annually
Yorkville	No	\$100 sub; 1/2 after 8/1	All but elect \$25; HVAC \$40 and 0 if other license	\$10000 except pl	\$500,000	IL Law	\$500,000	All renew 1/31 annually

* requires specific language in their bond.



CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

MEMORANDUM

DATE: May 26, 2015

TO: Committee of the Whole

FROM: Scott Buening, Community Development Director

SUBJECT: Contractor Registration-Supplemental Information

After posting of the staff report in regards to Contractor Registration, we received several questions regarding the program. Below are the questions raised and our responses to each:

Question 1: Why is there a need for this? Can you provide actual examples of something that happened if this were in place and what actions would or could have taken place?

Answer 1: We have examples that happen regularly where this policy would be useful. In some cases contractors take deposits and walk away before doing any work. In other cases the work is substandard or incomplete, and the hired contractor does not fix the problems. Thus the homeowner must hire another contractor (and pay again) to fix the work, or do the repairs themselves. This is required before the City will pass their final inspections on the work in question. This program is intended as something that will help protect the homeowner. Many homeowners have no idea how to select a “good” contractor, and are not knowledgeable about the construction process. This program would help protect them in the event something should go awry. In addition, the program would keep out contractors that are less reputable or are just plain fraudulent.

We often get a number of “out of town” contractors that flock into town after bad hail or windstorms. These folks often go door to door soliciting work and stating to the homeowners that they can sometimes persuade the insurance companies to pay for roofing or siding work. However, there are occasions when they just walk away with the deposits or do not pay their material suppliers after the work is done. This then causes the material supplier to file a lien on the homeowner’s property, making the homeowner responsible for double payment (once for the contractor and a second time for the material contractor), and possibly a third time to actually get the work done. Since these are transient contractors, they often disappear, having no one to go to after the fact, sticking the homeowner with the bill and no results.

Question 2: Can you provide a count of how many times a year this situation has risen where the policy would have an effect?

Answer 2: We have five (5) active situations just this year (ten if you count the multiple issues with one contractor alone) where contractor registration (and the requisite bond and insurance) would have helped various home owners. These are as follows (names and specific addresses are not provided for privacy):

- a. Paving contractor paved a half dozen driveways without permits. While a judgment was obtained against them, the driveways are already deteriorating. The judgment provides a penalty to the contractor, but no assistance to the homeowners. We would have been able to file claims on their insurance and bonds to provide some restitution to the property owners. We could have then revoked their contractors registration, preventing them from working in the City.
- b. A home improvement company was hired by a resident on the northeast side. This company started but did not complete roofing work and gutters. The resident had to hire a new contractor at their expense to finish the work. This contractor is a habitual one to do this kind of work, and has been banned in other communities with registration programs. The City also could have filed claims against this company and revoked their registration.
- c. Another contractor working on the east side refuses to complete certain roofing work as stipulated in their contract. This case is in adjudication, but the homeowner will need to hire a new contractor to complete the work. Even with a judgment, the homeowner will not see any money from the contractor to resolve their issue.
- d. A fence company doing work on the northeast part of the City refuses to provide certain fence materials required for a required pool fence. The homeowner has to hire a separate company to complete this at their cost. This case is also in adjudication.
- e. On the southeast side, a restoration company installed siding on a house. This installation caused damaged to part of the house and the company has refused to make the needed repairs. The homeowner will need to hire a replacement contractor, and will not see restitution for the damages. This case is also in adjudication.

As you can see, the situations where it would be beneficial to have a registration requirement happen regularly. These are active cases that have happened just in the last few months.

Question 3: How many times a year has a homeowner or business contacted the City to complain about a contractor skipping town or providing bad work?

Answer 3: This varies from year to year, and we have not tracked the complaints in a formal manner. However, suffice it to say we have had at least 5 complaints of this nature in the last year.

Question 4: If we required contractors to be registered would the City provide the list to residents as a list of contractors to choose from?

Answer 4: Yes this list would be available to the public as a reference guide to be able to choose contractors. This would not be an exhaustive list of all contractors, just those that are currently registered (and thus in good standing) with the City. We would not be providing any recommendations on contractors, this is no different than our current policy.

If you should have questions on any of this information, please do not hesitate to contact me or Jeff Albertson. Thank you.

based on the discussion with IDOT and will return to the COW with recommendations once finalized. McGrath added that staff would have a meeting with the Bike Commission between the time the documents are finalized and the following COW. Atac asked if property owners would be contacted and McGrath answered that staff would contact them as well.

8. Resolution 15-61-R: Award of Directional Boring Contract with Archon Construction for an amount not-to-exceed \$178,795.00 (Mustafa Kahvedzic 5/19/15)

Chanzit reported that the City has worked with Archon Construction before and this is a continuation of previous boring contracts. He asked if anyone had any questions. The Committee discussed the budget, contractual costs, and directional boring. Holm noted that some of the cost would be reimbursed as part of customer costs for the development of Speedway.

Motion: To recommend approval of Resolution 15-61-R: Award of Directional Boring Contract with Archon Construction for an amount not-to-exceed \$178,795.00
Maker: Wolff
Second: Hohmann
Voice Vote: 13 Ayes, 0 Nays, 1 Absent
Motion carried.
CONSENT AGENDA

9. Resolution 15-53-R: Authorizing Execution of an Easement Agreement with Bethany Lutheran Church – Language Modification (John Dillon 5/21/15)

Chanzit reported that this was already approved but the church had requested some language changes. The church would like to tap into the system for water sometime in the future.

Wolff asked about the charge for taps. Holm explained that the customer would still have to pay for attaching it to their building. The connection fee is a common fee to waive when negotiating a land swap. Holm noted that another item in the contract is that if a tree were to be damaged due to directional boring within the next three years the City would cover the cost of the removal of the tree. Holm stated that directional boring typically saves trees and the arborist reviewed the trees and they all appear very healthy.

Motion: To recommend approval of Resolution 15-53-R: Authorizing execution of an easement agreement with Bethany Lutheran Church – Language Modification
Maker: Wolff
Second: Fischer
Voice Vote: 13 Ayes, 0 Nays, 1 Absent
Motion carried.
CONSENT AGENDA

10. Discussion: Contractor Registration (Scott Buening 5/20/15)

Buening stated that staff wanted to open discussion on contractor registration and how it may be a benefit to homeowners in the City. Buening explained that this would provide some level of protection for the homeowners. The registration would be required for anything that has a permit. The fee would be \$100 and would be renewable every year. There would be a security bond

required, liability insurance and following the state law requirements for workers compensation and auto liability. Any contractor licensed by the state would only pay a \$25 discounted registration fee and they would not be required to have additional liability or bonding since those are required by the state. Buening noted that a supplemental memo was sent to the Committee regarding this program. He added that this is not a revenue generator for the City. This protocol is to safeguard our residents from contractors who are untraceable. The City has had five incidents, ten incidents if including a driveway contractor, in which residents were misled by contractors. Many of those are in adjudication but it does not provide restitution for the homeowners.

The Committee discussed the contractor list, the implications of adding an additional bureaucracy, liability, and if this would make a difference in finding trustworthy contractors. Hohmann suggested that the City offer contractors the ability to be placed on a City of Batavia contractor list that would be available to the public. Contractors could then voluntarily be added to the list and supply all of the necessary information to become a registered contractor in the City of Batavia. The residents could then choose someone off this list or choose their own contractor. Saam noted that through her experience, contractor registration is quite common and not an issue. She added that several cities have the ability to register online and it only takes a short amount of time to do so.

Botterman asked if the City shares information on contractors found in violation on the website. Botterman stated that if we were looking to establish this process, it would be beneficial to post frequent offenders because it is public information and would be one way of helping consumers. Buening stated that he would have a conversation with legal counsel to verify if that information could be included. Wolff asked staff to look into this further, gather more data and return back to the Committee.

**11. Closed Session: Purchase and Sale of Electric Power
Setting the Price of Land for Sale
Personnel**

Motion: To enter into closed session for setting the price of land for sale and personnel

Maker: Stark

Second: Cerone

Roll Call Vote: **Aye:** Brown, Russotto, Atac, Stark, Chanzit, Fischer, Callahan, Hohmann, Saam, Botterman, Cerone, McFadden

Nay: Wolff

12-1 Vote, 1 Absent, Motion carried.

The Committee entered into Closed Session at 8:40pm and resumed the regular session portion of the meeting at 9:25pm.

12. Project Status

There was no project status to report at this time.

Sculpture #3 for William J Donovan Bridge “Science”



Process

1. Call to artists
2. Responses by artists set out in public for comment
3. Review and recommendation by practicing sculptor
4. March 1: Presentation to COW, placed on web site; Staff fields questions.
5. March 15: COW authorizes staff to work out a contract with artist of choice
6. City Council approves contract
7. Progress reports from artist; progress photos if possible
8. Inspection, acceptance and installation

Sculpture #3 for William J Donovan Bridge

“Science”

11 artists

24 concepts



Considerations

- Success in representing the theme of (science) regardless of the narrative
- Overall attractiveness, day time, nighttime
- Does it invite discussion? Does it make one think? Will it engender conversation? Does it have some mystery?
- Will it stand the test of time thematically?
- Experience in public art and materials proposed
- Reputation of artist to enhance City collection
- Will it raise or add to quality of City public art and attract other artists/visitors in the future?
- Safety to passers by. Can kinetic pieces hit or pinch?
- Ease of Maintenance: complexity of care, will it catch trash or attract critters and/or nests?
- Durability: Ability to withstand time, elements and potential for vandalism

Artists and concepts

- For pieces that are not yet in existence, a piece can change between concept and completion.
- Important to note strong elements
- Potential for additional features (paint, lighting)
- Titles and narratives are pretty superfluous
- Don't be confused by different level of details; look at previous pieces to see what they have done and can do. We won't accept poor work.
- Develop questions for artists.

Guy Bellaver



Bulldog Quark

steel, fiberglass, putty, paint

Guy Bellaver

1/2" steel rod, painted black, with fiberglass segments constructed around the rod and then covered with body putty which is sanded flat. The fiberglass is marine grade, and painted red (per the maquette and images). The sculpture would be 8' H x 4' W x 2.75' D. The ratio of the maquette's dimensions to the proposed sculpture are 1" equals 1'.

The Bulldog Quark is a sculpture in Mr. Bellaver's *Quarks Series*, a collection of twelve sculptures begun in 2007. These sculptures are about energy, and are inspired by Fermilab -the energy both from the work done there, as well as the art and environmental emphasis to be found at the campus.

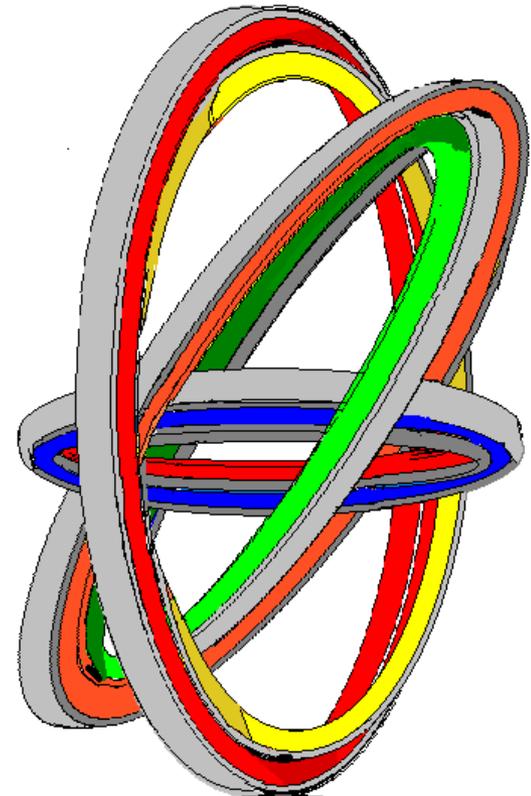
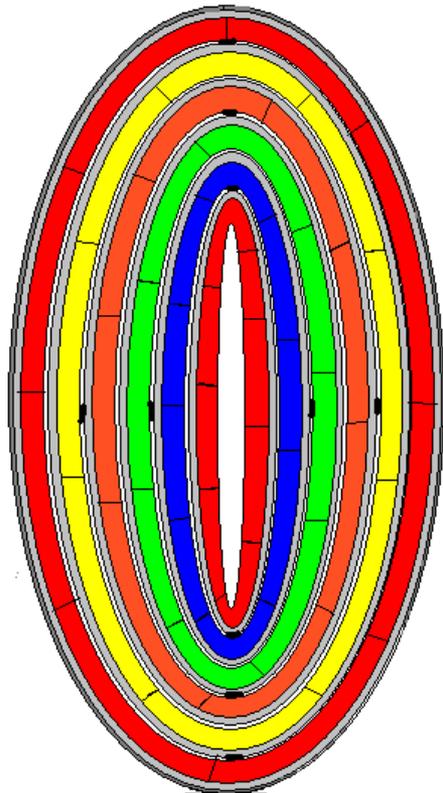
The collision of the protons and antiprotons in the Fermilab Tevatron Particle Accelerator can only be seen when captured by a very high resolution camera. Those images are the inspiration for the *Quarks Series*, which explores mass that is exploding and creating disintegrating arcs. The fiberglass segments represent mass, and the rod represents that mass leaving one area, and exploding into another. Each sculpture in the series continues the artist's career-long exploration of the relationship of positive to negative space, and the energy of their interaction.

This concept maquette is titled *The Bulldog Quark*. This sculpture is part of the *Quarks series* about energy, but is also specific to Batavia - a community that is home to Fermilab and for whom the Bulldog is iconic, generating energy within the community wherever it is seen. It also represents the community engagement of Batavia, especially within the arts, as exemplified by this project. The piece is painted red to represent the color of the Bulldog mascot. The red color also represents the energy of life on the prairie -both the prairie that predates the city's settlement, and the prairie that is being recreated at Fermilab.

Bulldog Quark

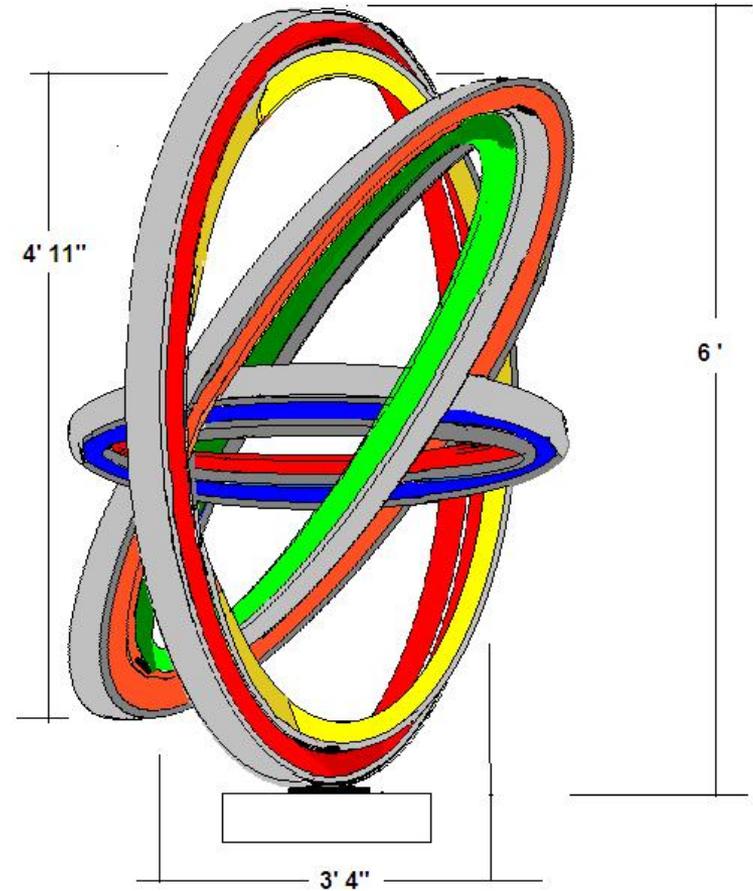
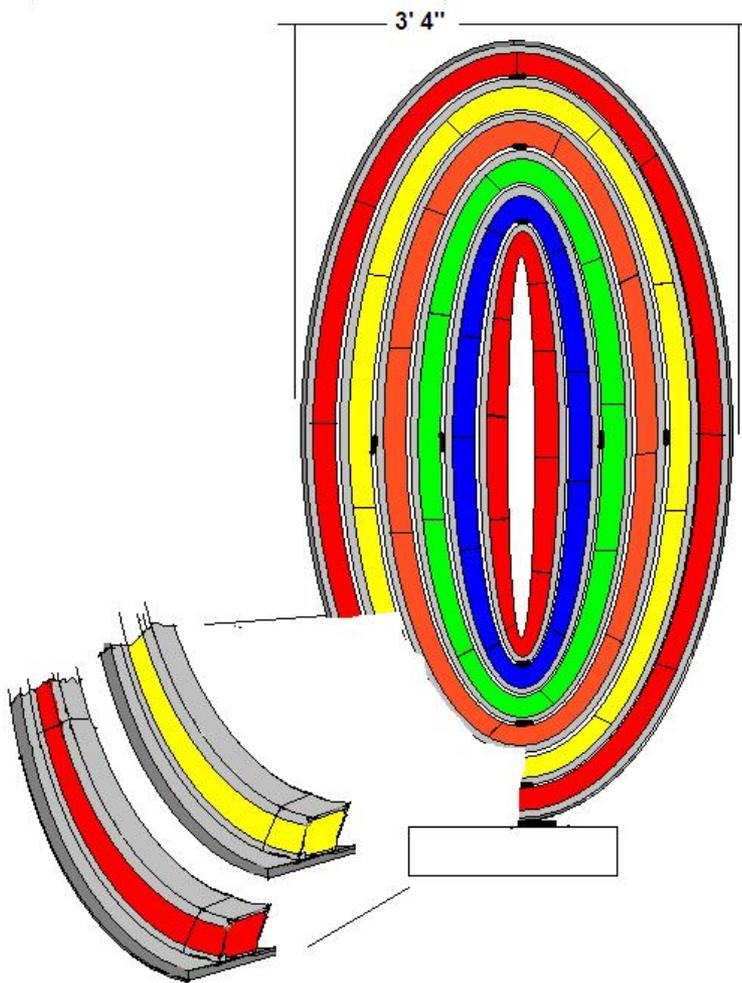
steel, fiberglass, putty, paint

Guy Bellaver



Luce in movimento

fiberglass, paint, steel



2" (D) x 3/8" (W) Rectangular Stainless Steel Tubing, formed into six ellipses and welded. 1/2" (thick) x 3" (W) flat glass or plexiglass pieces (decision to be made based on city's possible concerns about glass), each attached to one of the stainless steel tubes via insertion of the bottom and side edges into small stainless steel channels welded onto the tube around the ellipse. There will be a 1/2" space between each ellipse. The overall dimension of the sculpture is 6' H x 3.3' W x 4.8" D (on the horizontal axis when open).

Luce in movimento

fiberglass, paint, steel

Guy Bellaver

Luce in Movimento is about light and motion, speed, kinetic and potential energy, and color. It is the third piece in the "...in Motion" Series.

The multi-colored (red, orange, green, yellow, and indigo) plexiglass/glass pieces represent light and motion and color through refraction -the bending of waves (light, sound, etc.) as they pass from one medium to another, due to a change in their speed. Refraction is most commonly associated with light, but refraction also applies to sound and water/waves - representing the sculpture's siting on the William J. Donovan Bridge. Refraction's connection with light is very commonly associated with a rainbow, but it also connects with sound and music, through associations such as Sir Isaac Newton's division of the rainbow into seven colors, in symmetry with the seven distinct notes in the Western musical scale, and refraction's capacity to amplify distant sounds.

Luce in Movimento's medium of its architecture - stainless steel tubing -as formed into the six ellipses that comprise the sculpture, can move if propelled by hand or by nature. Each represents the physics of potential and kinetic energy - energy possessed due to motion. Some of the sculpture's sections will spin on pivot points, and they will also spin on different axes (see images of *Fibonacci in Moto*). Stainless steel's component element of Molybdenum represents the principal of refraction in metallurgy -the property of metals that indicates their ability to withstand heat. And, as with metals, communities are forged, and become strong, from the heat of shared experiences.

Luce in Movimento

stainless steel, fiberglass or glass,

Chris Bennett



Enrico Fermi

bronze

Chris Bennett

A three quarter up to life-size portrait figure of Enrico Fermi, the nuclear physicist. He is dressed in customary suit and tie, while holding and looking at a capsule used in proton accelerator research. He is taking a step forward toward the future.

The pedestal supporting him is an impression of an atomic particle, with its nucleus, and electrons swarming around it.

The overall height of the piece will be seven and one half to nine feet tall, depending on final determined scale, in consideration of the overall budget.

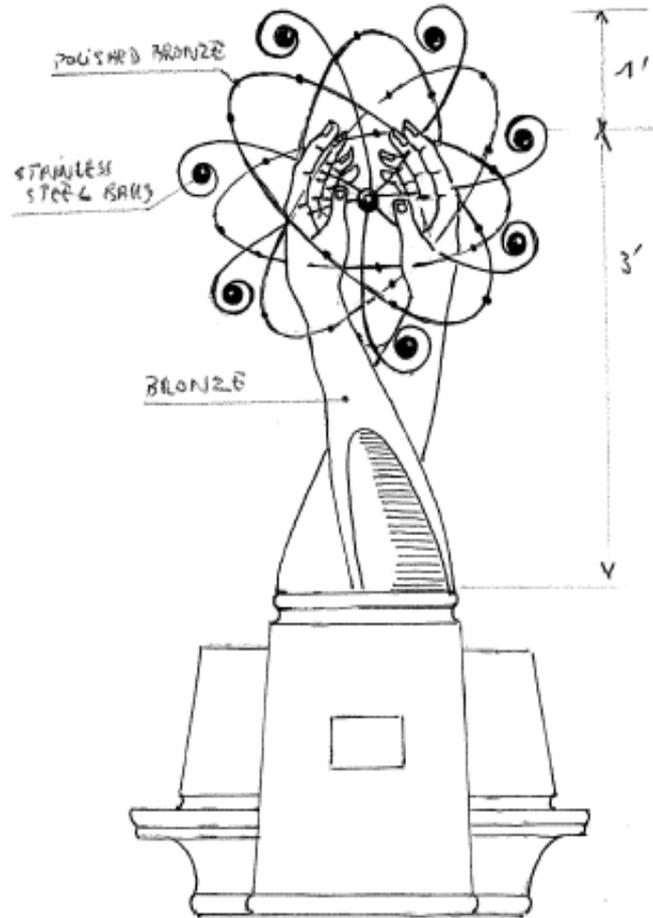
The materials will be a cast bronze figure, and a fabricated brass and stainless steel pedestal.

The composition will both reflect the science theme of one of the sculpture spaces available on the bridge and give tribute to the very important Fermi National Accelerator Laboratory, located near Batavia, as well as commemorate Mr. Fermi himself.

Enrico Fermi

bronze

Bouba Boumaiz



Quantum

bronze, Stainless Steel

Bouba Boumaiz

Among the biggest scientific assets of the United States of America is Fermi Lab. My sculpture proposal (Quantum) refers to the science behind Quantum Physics and its influence on us and everything surrounding us.

Man always tried to harness energy: from water, wind and fire to the smallest particle, and that is where my inspiration comes from.

My sculpture proposal is composed with two elements. The first element is a 3' tall pair of intertwined hands, trying to grasp that energy that is invisible to the naked eye. The second element is an arabesque of particles orbiting the hands forming the visual effect of a particle acceleration.

The hands will be cast with bronze and the particle orbits will be made with polished bronze rods and the particles will be a polished stainless steel balls.

Quantum

bronze, stainless steel

Bobbie K Carlisle



Stretch the Limit



bronze

Bobbie K Carlisle

One of the most famous surfaces, the Möbius Strip, named for Dr. August Mobius and made famous by M. C. Escher becomes the focus of this sculpture depicting man's effort to define his world through science. The strip, not a normally definable surface, is a common sense-defying continuous loop with only one side and one edge.

The sculpture, "Stretch the Limits", depicts this shape, and man's attempt to put it to use. It took nearly 150 years from the time Möbius strips were discovered for scientists to learn to calculate the exact shape of this odd object, and even then it is only possible if exact measurements and materials properties are known. Much like the world we live in, we can see things that we can't master though we still attempt to do so. We attempt to reach beyond, further our understanding, stretch our limits.

This attempt is called science. We quantify and label, define and formulate, all in an attempt to verify that our theories are correct or that we need to start fresh. Physics, quantum physics, and math all intersect with this strip that science defined long ago but just recently learned to calculate. The quest goes ever on, the quest and the strip.

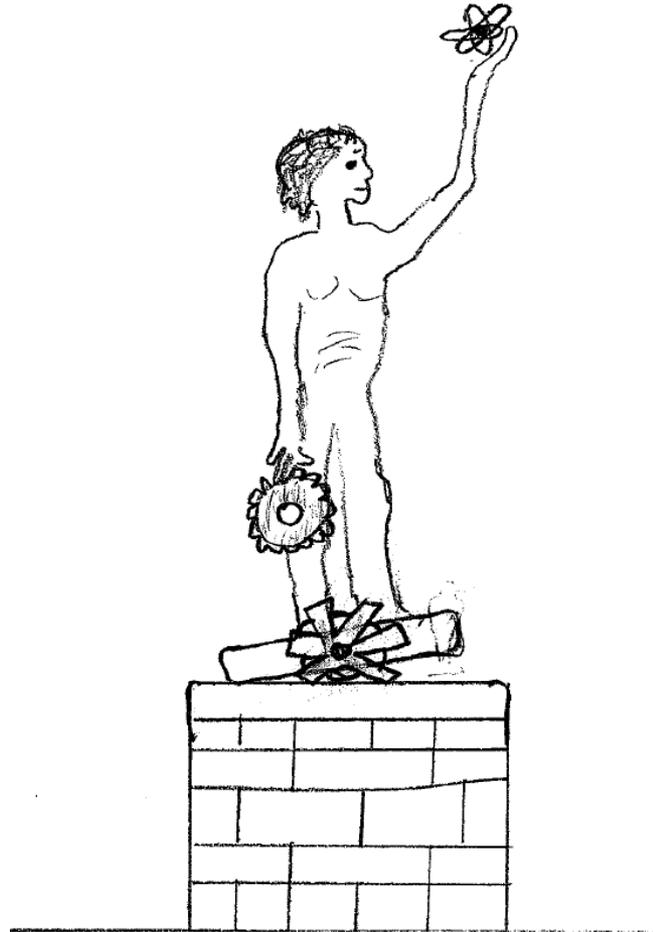
I create bronze sculptures portraying boldness and strength while provoking interaction. My figures go beyond first impressions to challenge the intellect and cause the viewer to look within for greater meaning. My work reflects my love for classical sculpture, yet coming at it with a modern approach and an appeal to the psychological underpinnings of an image to form connections to the struggles and triumphs of modern life.

My sculpting career began four decades ago. My subjects range from wildlife to Western, to figurative and liturgical sculpture. My work is internationally known and recognized, especially for my "Self Made Man", which is installed in Batavia as well as many other places. Of my numerous other pieces, many have been installed in public and private locations throughout the world.

Stretch the Limit

bronze

Douglas Eageny



Untitled

bronze, glass, brass, stainless steel, steel

Douglas Eageny

My concept of Science for this sculpture represents man surrounded by Technology and Industrial Sciences of the past as he looks forward to the achievements and possibilities of the future. Batavia's manufacturing history would be melded with Fermilab's accomplishments relating to the atom.

The main body of the piece would be constructed out of a 4 ft x 8 ft x 3/8 in sheet of stainless steel cut in an abstract shape of a man. One upright hand would be holding an atomic shaped symbol, representing achievements and discoveries with the atom. This arm would be bent at a 15 degree angle. The atom symbol would be kinetic allowing it to rotate in the wind. A red glass ball would be located in the center of the atom, allowing sunlight to illuminate the object. The other hand is draped at his side, holding a mechanical sprocket. This sprocket would also be made of brushed stainless steel, approximately 12" in diameter, representing current manufacturing in Batavia. A piece of blue glass would be located for the eye of the sculpture, looking toward the atom. Solid brass rods would be inserted through the head area and bent to portray flowing hair.

The statue would stand on a base constructed of stainless steel shaped like a millstone. It would represent the past manufacturing capabilities and accomplishments of Batavia. This base would be 2 feet in diameter. Also incorporated in the base would be pieces of a windmill. These pieces would be made out of carbon steel and allowed to patina, signifying the historical past of Batavia.

Untitled

bronze, glass, brass, stainless steel, steel

Douglas Eageny

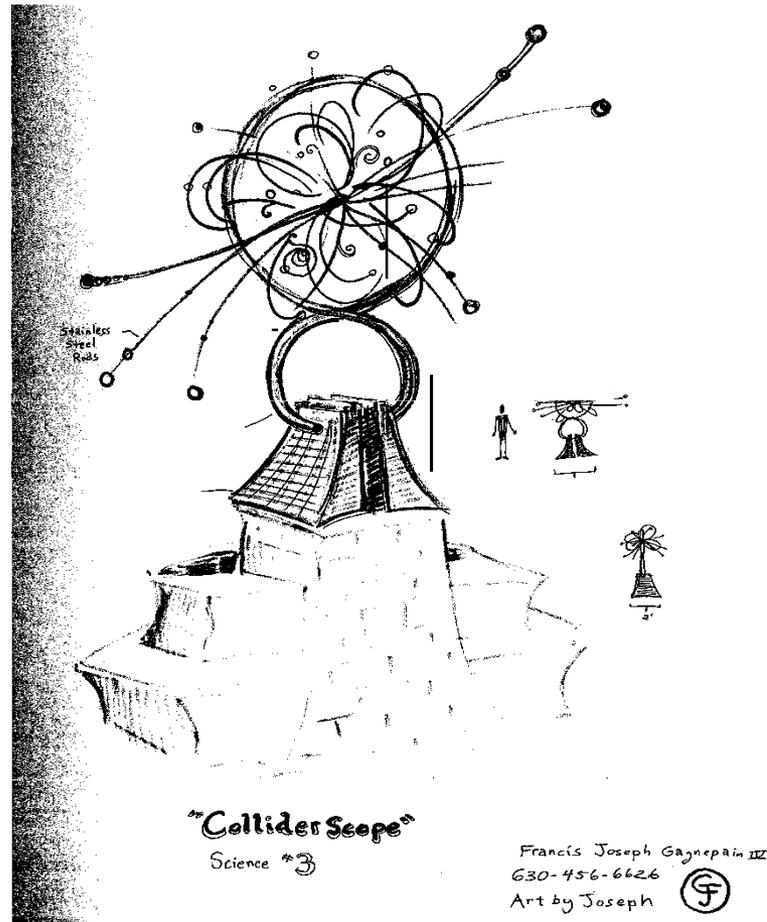
Example of
stainless profile



Read Them Like a Book
St. Charles Public Library

Jim Jenkins
stainless steel

Francis Joseph Gagnepain IV



ColliderScope

stainless steel, glass balls, glass, lights

Francis Joseph Gagnepain IV



ColliderScope

stainless steel, glass balls, glass, lights

Francis Joseph Gagnepain IV

Fermi National Accelerator Laboratory is the inspiration behind my entry for the "Science" pedestal sculpture.

There are three overlapping components to the design: an inspired model of the Wilson Hall Building, a figure eight of intersecting rings, and the paths of particle disbursement after a collision.

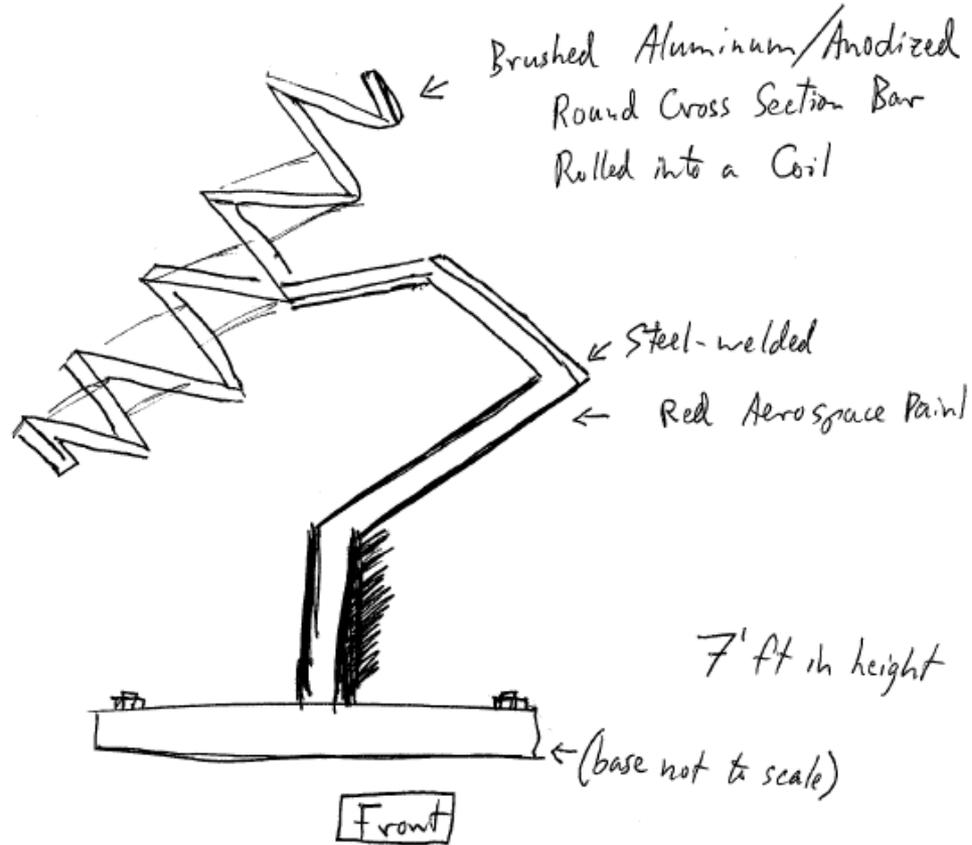
Wilson Hall is named after Robert Rathbun Wilson, the first director of FermiLab, also designed much of the sculpture at Fermi. Wilson Hall is a symbol of FermiLab and a strong icon of the Eastern Batavian horizon. The parabolic sloping sides of the structure pull the eyes upwards and suggest the idea of acceleration. The two rings symbolize the Tevatron and the Main Injector Ring, which are the particle accelerator rings at FermiLab. Charged protons, and antiprotons were accelerated within these large underground rings by using magnetic fields, before being smashed together. These collisions are what physics scientists use to detect subatomic particles such as quarks. The explosion of lines, spirals, and trails is based on the particle maps that are captured by the detectors at the lab.

Large multicolored glass beads will be on the particle paths, representing the different particles. The path lines would be stainless steel rods and pipes. The Wilson Hall structure would be stainless steel and glass. Any painted areas would be powder coated or anodized for longevity. I'd imagine the entire sculpture weighing approximately 300 pounds. I would like to incorporate LED lighting into the inside of the Wilson Hall, so the building would be illuminated from within and light directed upwards to catch the particle streams.

ColliderScope

bronze, glass, brass, stainless steel, steel

Kermit Gilbert



Electric Helix

anodized aluminum, steel, paint

Kermit Gilbert

My sculpture has been created specifically for the site; it will be expressly created to embody Science in Batavia, allowing a very modern artistic aesthetic to come forth.

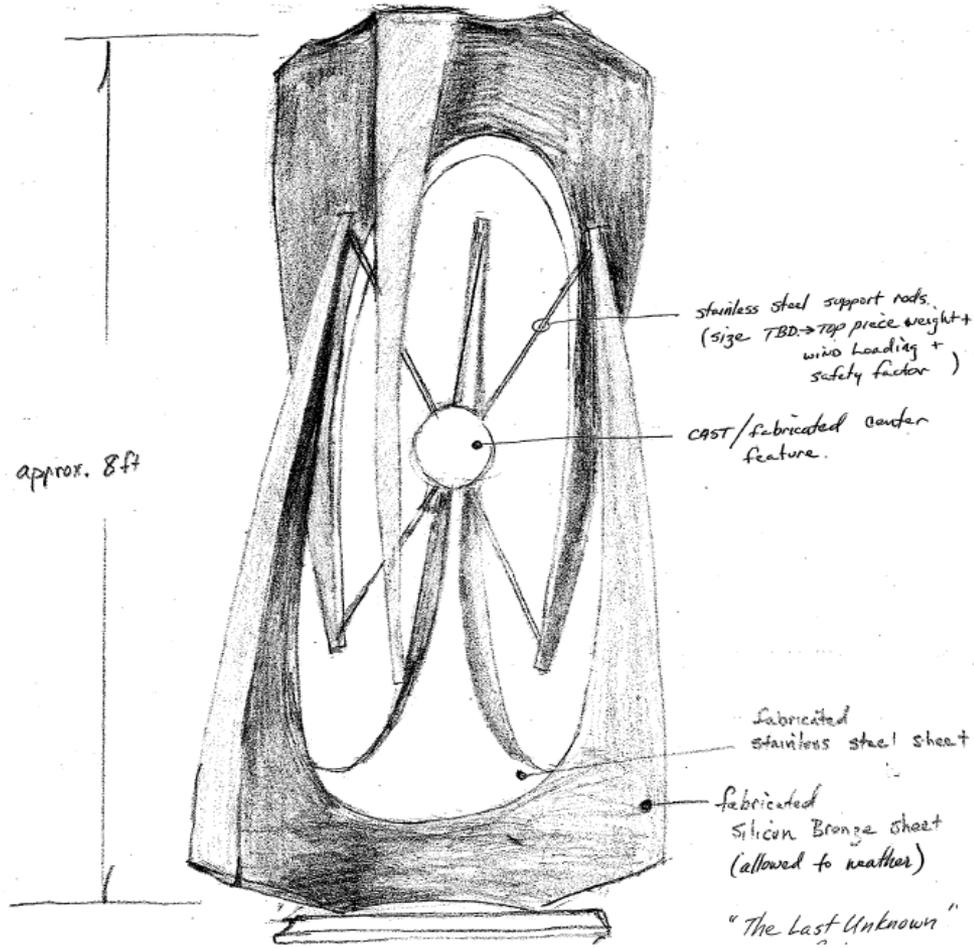
Each sculpture will be created out of brushed and anodized aluminum and stainless steel. Paint used will be of aircraft grade.

The dimensions of the sculpture will complement the size of the existing pedestals perfectly. Each sculpture will be shown at an angle that implies movement and energy. It will also complement the existing structure of the bridge and provide a balanced and harmonious view when seen from up or down river with the existing sculptures. No pre-made sculpture can provide the dynamic qualities of a site-specific work.

Electric Helix

anodized aluminum, steel, paint

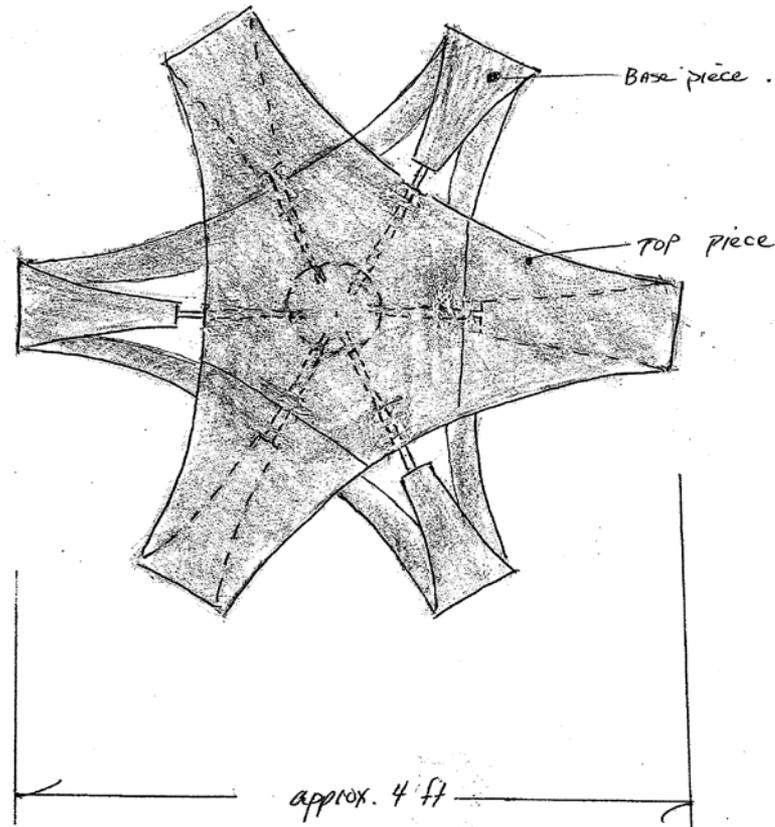
Frederic G Klingelhofer



The Last Unknown

bronze, stainless steel

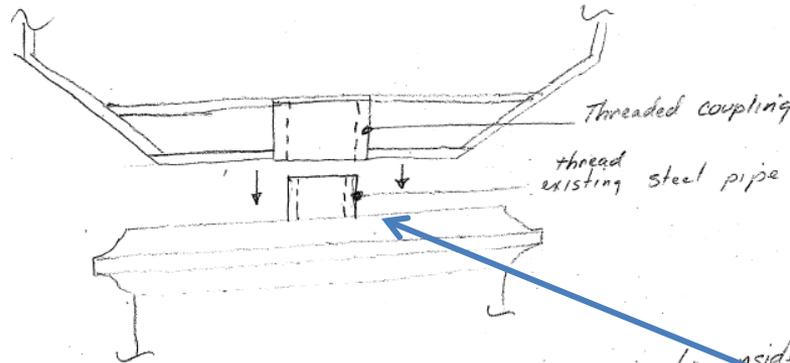
Frederic G Klingelhofer



The Last Unknown

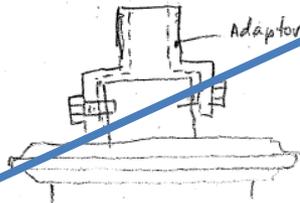
bronze, stainless steel

Frederic G Klingelhofer



- 1st mounting method.
- a) Thread the outside/inside of existing pipe in BASE
 - b) fabricate a matching coupling integral to sculpture
 - c) sculpture would be turned until firmly in place

- 2nd mounting method.
- a) if existing pipe cannot be threaded an adaptor with a threaded pipe could be bolted to the existing pipe and the sculpture installed as above



sheet 3 of 3

City Note-
Existing pipe in
pedestal is
threaded, so #1
would be used

The Last Unknown

bronze, stainless steel

Frederic G Klingelhofer

"The Last Unknown" consists of three major elements. The bottom element is a three fingered construction of silicon bronze and stainless steel. The fingers are arranged equilaterally and extend upward as if about to grasp an object. A second element, identical to the bottom, is suspended inverted within the bottom element forming an open space within the interlocking fingers. The third element a textured stainless steel sphere intersected by six stainless steel rods provides the physical support for the upper element.

The upper and lower elements represent the passion, intellectual tools, and the physical tools of the people engaged in scientific endeavors. The center element represents the objects, the concepts, and the goals of their pursuits.

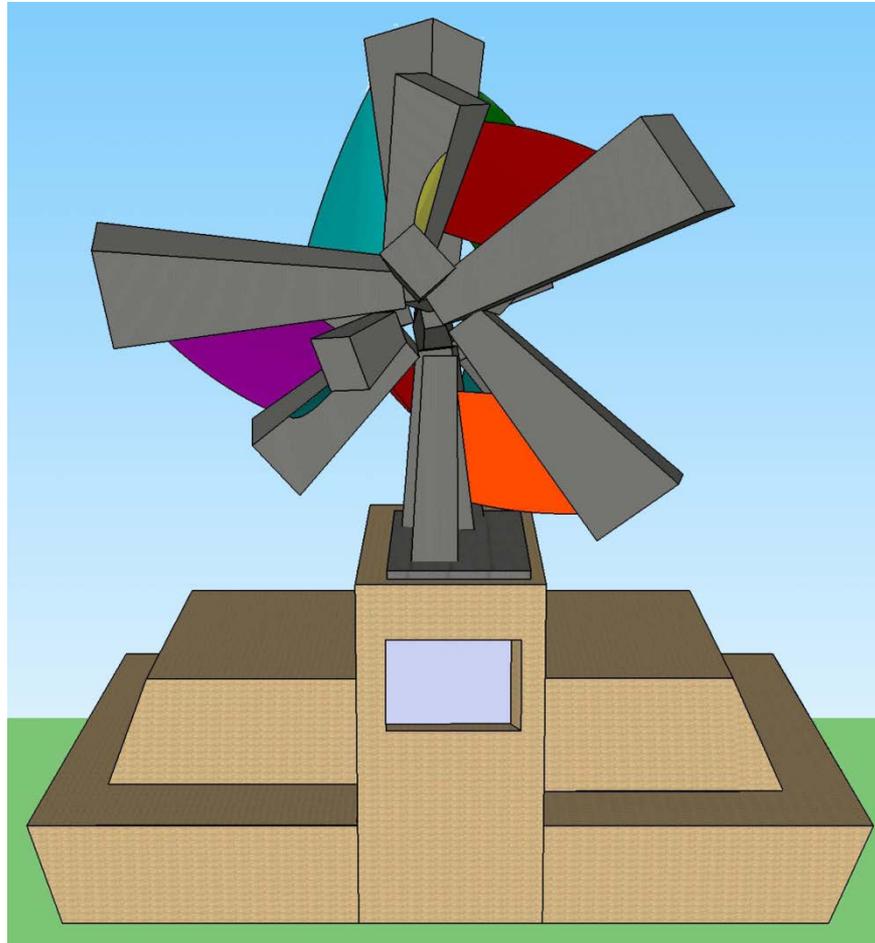
I chose to make an abstract sculpture because the scope of the influence of science on every living creature on Earth and the enormity of trying to depict realistically one or several of all the important "discoveries" of science overwhelmed me. I want to make a sculpture that remains relevant for as long as it stands. Picking any discovery or event past or present will surely be eclipsed by another more exciting or important development in the future. I therefore set my sights on the single discovery that will never become outdated, the final discovery, "The Last Unknown".

The assembled sculpture height will be approximately 8 ft and the width will be approximately 4 ft. The central sphere will be approximately 14 in Dia. The sculpture mounting will incorporate the existing base structure, please see attached sketches.

The Last Unknown

bronze, stainless steel

Steven Lockwood



video

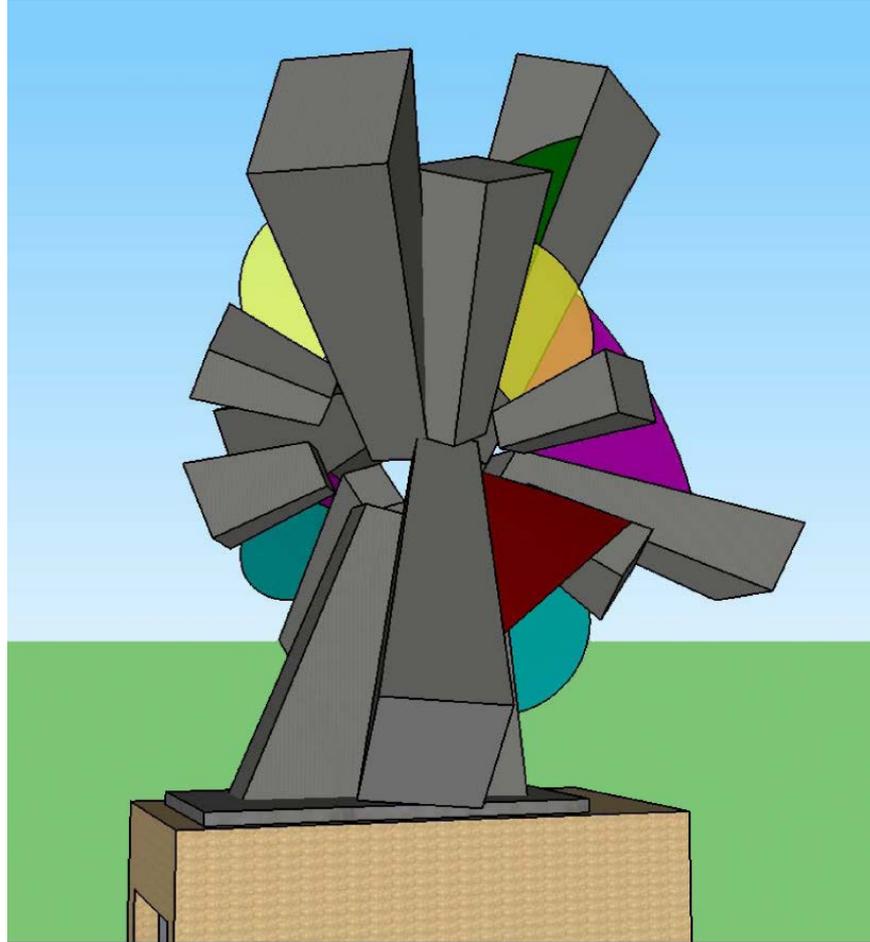


Interaction Point.avi

Interaction Point

steel, paint, colored plexiglass

Steven Lockwood



Interaction Point (side)

steel, paint, colored plexiglass

Steven Lockwood

Interaction Point: a meeting point between two distinct entities, one being downtown Batavia and the other being the scientific community at Fermilab-one in which the sum of the parts are greater than either alone.

The Tevatron at Fermilab had two such interaction points at the heart of the detector experiments CDF and D0 where beams of protons met beams of antiprotons, each travelling very nearly the speed of light in order to collide in a series of experiments that spanned over two decades. From the point of interaction a shower of various daughter particles reveal themselves. Some, like the Top Quark, are much greater than either of its parent proton and antiparticle would erupt granting us ever sharper insight into the fundamental nature of the world around us. This sculpture represents this interaction: the rays representing the products from the interaction point, and the arcs of color the statistical significance that, developed over time, lend greater understanding, leading the way to new advances in the City of Energy.

Size: 4'.6" x 4'.6" x 4'.6" The plexiglass panels will be transparent , in primary colors so that additional colors will be created at certain angles .

Interaction Point

steel, paint, colored plexiglass

Fisher Stolz



Untitled

stainless steel

Fisher Stolz

Three primary concepts of science are evident in the expressed forms of this sculpture. In the upper portion of the design the viewer can clearly see a well-known depiction of an atom with a nucleus and orbiting electron paths. Atoms are the elemental building blocks of matter in the universe; representing its configuration is a fundamental idea in this work.

Structurally supporting both the nucleus and the electron orbits of the atom are six square rods that converge at one corner of the base of the sculpture and diverge to touch the linked circles and the sphere centered within them. These are meant to represent protons traveling at near light speed, colliding to break down into smaller subatomic particles. Together, this concept linked to the model of an atom, are meant to articulate the scientific research and profound accomplishments made at the Fermi National Accelerator Laboratory located on the eastern border of Batavia.

Another substantial area of scientific research that has transpired in the era between when the original bridge crossing the Fox River was built and the new William J. Donovan Bridge was built has involved identifying the double helix structure of DNA and later the completion of the Human Genome Project. Different DNA combinations make each one of us unique. In this sculpture the double helix representation is specifically designed to fit on the square base while supporting the atom form and clearing the proton pathways.

The final design for this sculpture came about by using many methods shared by artists, particularly sculptors, and scientists. Research leads to an idea. A hypothesis is described and tested. Something is learned and revisions are made and tested. New ideas evolve from the processes and are incorporated. At a particular point, the model makes sense, supports itself. Logic, scientific method, engineering and aesthetics meshed to come up with this proposal. Hopefully the complex thought processes are communicated in ways that are inspirational, have clarity and an elegant simplicity. The sculpture will be approximately 8' tall and made from stainless steel.

Untitled

stainless steel

Bruce White



Fractal Limits (1)

stainless steel, paint (lights?)

Bruce White



Fractal Limits (2)

stainless steel, paint (lights?)

Bruce White



Fractal Limits (3)

stainless steel, paint (lights?)

Note: While this maquette is essentially held sideways on posts, it can also be positioned near vertically with no supports.

Bruce White



Fractal Limits (4)

stainless steel, paint (lights?)

Bruce White

In more recent years I find my sculpture has been influenced by my readings in Chaos Theory and by the unpredictable patterns in nature-an orderly disorder. For example, the changing patterns of migrating birds in flight, or the swirling mass of bats as they leave a cave at night and somehow manage to avoid colliding. As for trees, I have always found myself attracted to the ever-changing light patterns on the ground from the sun that penetrates the wind-blown foliage, and to falling leaves whose downward path is determined by the wind and by their contours. By randomly piercing a sculpture on all sides, light is both captured and reflected outward. This happening also reflects ambient light and color at night.

PROPOSAL: FRACTAL CLUSTER As mentioned earlier, many of my recent works have been influenced by the wonder of science, and chaos theory in particular. This proposal is one which I designed around previous related works. Enclosed in this submittal (next slide) is a photograph of an older work titled "Fractal Triangle." Looking at the large triangular surface you will see eight sub-divided triangles with random cuts defining them. As I understand it, theoretically, these sub-divisions could continue on into infinity. That is an incredible thought and one I find beyond my imagination.

Based on this influence, I made a cluster of different-sized four-sided pyramids, as though they may have collected similarly to crystal formations. These stainless steel units would be elaborately pierced to make it a virtual illuminated light work.

Fractal Limits (4)

stainless steel, paint (lights?)

Bruce White



Fractal Triangle

These stainless steel units would be elaborately pierced to make it a virtual illuminated light work.

David Zahn



Untitled

bronze, glass, brass

David Zahn

The sculpture that I am proposing for the William J. Donovan Bridge Sculpture #3 (Science) is a bronze sculpture about 7 feet tall. In my sculpture I show a young woman looking at a sphere that represents an atom. The wonder of the atom is that it is something so small, but makes up all things. This idea links to the community of Batavia because of the innovation that occurs at Fermi laboratory and all of the sciences (earth, physical, biological). The sculpture also captures the curiosity and wonder we all have toward science and nature.

The overall impression of my concept will be that of a dynamic abstracted figure in bronze. As the viewer looks at the work, the spiraling forms evolve into the shape of a woman holding an atom. The spiral represents the ever changing field of science; the atom represents the fixed foundation.

The work has an interesting outline and up close there are many details and forms to observe.

The atom and the woman are both emerging from simple, and elemental shapes.

Untitled

bronze, glass, brass