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

CITY COUNCIL AGENDA
Monday, August 1, 2016
7:30 p.m. – Council Chambers 1st Floor

1. **MEETING CALLED TO ORDER**

2. **INVOCATION Followed By PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **ITEMS REMOVED/ADDED/CHANGED**

5. **APPOINTMENT: CITY ADMINISTRATOR (JDS 7/29/16)**

   Documents:

   Appt--City Administrator.pdf

6. **CONSENT AGENDA:**

   (The consent agenda is made up of items recommended by city staff or council subcommittees which require approval. This agenda is placed as a separate item on the overall City Council agenda. The items on the consent agenda usually have unanimous committee support and are voted on as a "package" in the interest of saving time on non-controversial issues. However, the Mayor or any council member may, by simple request, remove an item from the consent agenda to have it voted upon separately.)

   Approvals:
   A. July 29, 2016 Payroll $788,581.78
   B. Accounts Payable Check Register $880,972.25
   C. City Council Minutes for June 20 and July 5, 2016
   D. **RESOLUTION 16-64-R:** Authorizing Execution of a Master Services Agreement with EX2
   Technology, LLC (Bob Rogde 7/6/16 COW 7/19/16 11/0) PU
   E. **RESOLUTION 16-62-R:** Accepting a Plat of Easement and Abrogation for Batavia Business Park,
   Lots 87/88 (DMR 7/11/16 COW 7/27/16 10/0) CD
   F. **ORDINANCE 16-42**: Annexing Rear Parcels of 1321-1361 Chautauqua Street
   (SCB 7/19/16 COW 7/27/16 10/0) CD
   G. **ORDINANCE 16-45:** Annexing Rear Parcel of 958 Millview Drive (SCB 7/19/16
   COW 7/27/16 10/0) CD
   H. **ORDINANCE 16-44:** Surplus Police Vehicles (GJS 07/15/16 COW 7/27/16 10/0) CS
   I. **RESOLUTION 16-67-R:** Approving contract with SAK Construction LLC for Tri-City
   Sanitary Sewer Lining Program in an amount not-to-exceed $192,683.40
   (John Dillon 7/19/16 COW 7/27/16 10/0) PU
   J. **RESOLUTION 16-68-R:** Bank Agency Resolution (LP 7/20/16 COW 7/27/16 10/0) GS
   K. **RESOLUTION 16-69-R:** Appointment of FOIA Officers (LMN 7/21/16 COW 7/27/16

10/0)

Documents:

CC 16-06-20M.pdf
CC 16-07-05M.pdf
RES 16-64-R Authorize Execution of Master Services Agreement with EX2.pdf
Res16-62-R-Memo.pdf
Ord 16-42Chautauqua Rear Annex Combined REP.pdf
ORD 16-45 Millview Rear Annex Combined REP.PDF
ORD 16-44 - Surplus Vehicles PD.pdf
RES 16-67-R Agrmt w ASK Construction--Sanitary Sewer.pdf
RES 16-68-R Banking Agency Res.pdf
RES 16-69-R FOIA OFFICERS.pdf
16-08-01 AP Totals.pdf

7. **MATTERS FROM THE PUBLIC: (For Items NOT On The Agenda)**

8. **CHAMBER OF COMMERCE**

9. **PROCLAMATION: Recognizing Sonoco Alloyd Emergency Response Team (Deputy Fire Chief Ed Jancauskas 7/25/16)**

   Documents:

   PROC-Sonoco AlloydERT.pdf

10. **RESOLUTION 16-61-R: A Resolution Expressing Official Intent Regarding Certain Expenditures To Be Reimbursed From Proposed Washington-Wilson TIF District Funds (A.k.a. Inducement Resolution) (Chris Aiston 7/27/16 COW 7/19/16 11/0) CD**

    Documents:

    RES 16-61-R WASH-WILSON Intent TIF.pdf

11. **RESOLUTION 16-66-R: Authorizing Task Order #21 With RJN Group For Sanitary Sewer Infiltration And Inflow Work For The Amount Not-To-Exceed $58,450.00 (John Dillon 7/19/16 COW 7/27/16 10/0) PU**

    Documents:

    Res 16-66-R Sanitary Sewer Eval Cherry Park task order 21.pdf

12. **APPROVAL: Waive Formal Bidding For Cleaning And Televising Of Main St. Sanitary Sewer**

13. **RESOLUTION 16-65-R: Approving Contract With National Power Rodding Corp. For Cleaning And Televising Of Main Street Sanitary Sewer In An Amount Not-To-Exceed $39,519.90 (John Dillon 7/19/16 COW 7/27/16 10/0) PU**

    Documents:

    Res 16-65-R Agrmt w National Power Rodding-Main St.pdf

14. **ADMINISTRATOR'S REPORT**

15. **COMMITTEE REPORTS**

16. **OTHER BUSINESS**

17. **EXECUTIVE SESSION:**
    a. Purchase and Sale of Real Property

18. **ADJOURNMENT**

Individuals with disabilities should notify the City Administrator's office at 630-454-2053 if they have a disability which will require special assistance or services and, if so, what services are required. This notification should occur as far as possible before the City-sponsored function, program, or meeting.

CITY OF BATAVIA

DATE: July 29, 2016
TO: Aldermen
FROM: Mayor Jeffery Schielke
SUBJECT: Appoint Laura Newman to the Position of City Administrator

The current City Administrator, Bill McGrath, officially retires as of August 1, 2016.

On July 5, 2016, City Council unanimously approved an employment agreement with Laura Newman to become the next City Administrator following Bill McGrath's retirement.

Therefore, I am recommending that Laura Newman be appointed to the position of City Administrator effective immediately.

Please call if you have any questions.

CITY OF BATAVIA
MINUTES OF THE BATAVIA CITY COUNCIL
June 20, 2016 at 7:30 p.m. - City Council Chambers
100 N. Island Ave. Batavia, Illinois

PLEASE NOTE: These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. Minutes are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. Any references to discussion and /or statements are only to provide greater clarity to the public and they may not reference all, some, or any of an individual speaker's comments.

1. MEETING CALLED TO ORDER by Mayor Schielke 7:33 p.m.

2. INVOCATION followed by PLEDGE OF ALLEGIANCE led by Ald. Russotto

3. ROLL CALL: 12 of 14 aldermen were present.
Aldermen (by ward): Carl Fischer (1), Martin Callahan (2), Alan Wolff (2), Kyle Hohmann (3), Dan Chanzit (3), Susan Stark (4), Paula Mueller (4), Lucy Thelin Atac (5), Kevin Botterman (5), Michael Russotto (6), David Brown (7) and Drew McFadden (7) were present. Michael O'Brien (1) and Nicholas Cerone (6) were absent.

Also present were BATV and members of the press, public and the following:

City Administrator	William McGrath
City Attorney	Kevin Drendel
City Clerk	Heidi Wetzel
Interim Deputy City Clerk	Christine Simkins
Economic Development Consultant	Chris Aiston
Finance Director	Peggy Colby
Human Resources Director	Wendy Bednarek
Fire Chief	Randy Deicke
Complete	

4. ITEMS REMOVED/ADDED/CHANGED - None

5. CONSENT AGENDA
Accept and Place on File:
A. Historic Preservation Minutes for May 9, and May 23, 2016
B. Plan Commission Minutes and/or Zoning Board of Appeals for May 4, 2016
C. May 2016 Building Report
D. Committee of the Whole Minutes for May 10, 2016
Approvals:
E. June 17, 2016 Payroll $761,297.61
F. Accounts Payable Check Register $3,684,809.96
G. City Council Minutes for May 16, and June 6, 2016

H. RESOLUTION 16-55-R: Request a Permit from IDOT for the Rt. 31 Road Closure for the July 4, 2016 Fireworks Display Special Event (Gary Holm 6/8/16) CS
I. APPROVAL: Fireworks Permit for the Batavia Fireworks Committee (Chief Deicke 6/13/16) CS
J. RESOLUTION 16-56-R: Request a Permit from IDOT for Road Closures for 2016 Half Marathon (Gary Holm 6/15/16) CS

Motion by Ald. Atac, seconded by Ald. McFadden, to approve the Consent Agenda as presented. Motion Carried 12 yea/ 0 nay/ 2 absent

6. MATTERS FROM THE PUBLIC: (For Items NOT on the Agenda) - None

7. OATH: Swear In Paid-on-Call Recruits (Chief Deicke 6/15/16)
Fire Chief Deicke introduced the new Paid –on – Call Recruits Randall Banker Jr, Aaron Bolton, Cory Hogan, and Anthony Stazzone. Mayor Schielke administered the Oaths of Office.

8. MAINSTREET MINUTE
Luke Freidenberg Batavia MainStreet Intern gave the MainStreet Minute in which he announced that Blues on the Fox was a sellout event. There was an annual meeting of MainStreet where 4 directors were appointed.

Mayor Schielke is very impressed with the number of attendees at the Farmers Market.

9. APPOINTMENT: Appoint an Interim Deputy City Clerk (JDS 6/16/16)

Due to the resignation of City Clerk Heidi Wetzel, there is a need for an interim city clerk for about ten months. Christine Simkins, an employee in the Utility Billing Department, has Volunteered to be the interim deputy city clerk. Chris is a thirty year resident and has been Employed at the City for ten years. The Mayor feels having the City Clerk in the building will be a big help during the upcoming federal and municipal elections. He knows Simkins has handled sensitive and delicate situations in Utility Billing and will bring the same skills to the position as city clerk.

Motion by Ald. Brown, seconded by Ald. Botterman, to approve the appointment of Christine Simkins as interim Deputy City Clerk until May 2, 2017 Motion carried 12 yea/ 0 nay / 2 absent

10. PRESENTATION: "Walk Your City Program" – Abbey Beck

City Administrator Bill McGrath introduced Abbey Beck who was born and raised in Batavia and is a member of the environmental commission.

Walk your City is a program that uses wave signage to direct people to the downtown and other areas. Beck noted that 60% of all trips are under one mile and the group would like to get more

of those people walking and biking instead of driving. The signs list the distance in minutes rather than miles and each sign has a QR code that will pull up info about the group their goal and the area. They have raised enough money to put up 22 signs and hope to have a few more by the time the signs are put in. The signs will last 18 months in the elements. The city has asked that the signs be taken down in the winter and put back up in the spring.

Beck also introduced Change One Campaign for a better Batavia to encourage people to make small changes that will have a great impact on the community and plant. Change one will be the theme of the green fair on the fox. There is a social media campaign to encourage people to post their one small change.

11. RESOLUTION 16-53-R: Approving Written Lease for 2 East Wilson Street (The Thomle Building) (Chris Aiston 6/2/16 COW 6/7/16 12/0) GS

Ald. Atac announced this is a new lease for the Thomle building. The lease is for a year at $600.00 per month or $7,200 per year plus utilities and sales tax; the City will pay real estate taxes.

The applicant noted that Downtown Batavia is their home and they are pleased to be able to build a community presence before going nationally with any product. The focus of the store is for personal care, self-care and compassion and compassionate gifts for people who need extra support. They will also be doing specialty work for large private and corporate events. They will carry items such as coffee mugs handmade pottery and small print shop cards. They hope to open in late August.

Ald. Callahan is happy to see the owners making an effort to be part of the community.

Motion by Ald. Atac, seconded by Ald. Callahan, to approve Resolution 16-53-R: Approving Written Lease for 2 East Wilson Street (The Thomle Building) lease with FAWN Gifts. Motion carried 12 yea/ 0 nay/ 2 absent

12. APPROVAL: Waive Liquor License Fee for Batavia Park District's Windmill City Fest (JDS)

Motion by Ald. Atac, seconded by Ald. McFadden, to approve Waiver of the Liquor License Fee for Batavia Park District's Windmill City Fest. Motion carried 12 yea/ 0 nay/ 2 absent

13. RESOLUTION 16-54-R: Authorize Execution of Franchise Agreement for Cable Television with Comcast of California, Colorado, Illinois, Indiana, and Michigan LP (WRM 6/16/16 COW 6/7/16 12/0) GS

Ald. Atac informed all this is a 10 year agreement which continues the statutory 5% franchise fee, the PEG fee will be billed monthly rather than quarterly and it includes the addition of the word "reasonable" to the description of any PEG Capital Plan proposed by the City from time to time.

Ald. Wolff stated this has been a long time coming as it is needed to pay the capital expenses for BATV. For the last 5 years there has been no franchise agreement that provides capital money for BATV.

Motion by Ald. Atac, seconded by Ald. Wolff, to approve Resolution 16-54-R: Authorize Execution of Franchise Agreement for Cable Television with Comcast of California, Colorado, Illinois, Indiana, and Michigan LP. Motion carried 12 yea/ 0 nay/ 2 absent.

14. PRESENTATION: Present Plaque to City Clerk Heidi Wetzel

The Mayor reminded all that City Clerk Wetzel is resigning to move back to Michigan to be near family and take a new job. He presented her with a plaque commemorating her 7 years of service.

Wetzel accepted the plaque and recalled the day that then Alderman Dietz, her neighbor, told her the current city clerk was retiring and she should put her government degree to good use by running for the office. She thanked the staff for being do supportive, the council for doing the hard work of getting along when they disagreed and the Mayor for proving the example of kindness and decency.

15. ADMINISTRATOR'S REPORT – City Administrator Bill McGrath

The Walk your City presentation will be on the City website

There was an accident on one of the detention ponds. There was a large fish kill due to mix of algae, heat, and pesticides. Too much of the algae died too quickly and when dying they use a lot of oxygen and when they use the oxygen the fish cannot live. Many of the residents tried to catch live fish and move them to other ponds. The decay will end and in a few days the oxygen levels will return to normal. It is believed there are live fish that will repopulate.

On June 28 the Committee of the Whole will talk about the different range of strategies for treating different sections of the banks for erosion taking into consideration slope and utilities amongst other things. Some areas will be difficult to work with and there are some real limitations to how much work can be done

The massage establishment Gem Spa that has one employee involved in the criminal justice system. The city will give the owner notice of an induction to nor use the space. This will mean the space may be empty for a year which is unfortunate. City Attorney Drendel is talking with the attorney for the owner.

Blues on Water Street was well attaneded by those outside Batavia. It was a reminder that Batavia is part of a region and has the possibility of drawing more people from outside. It was very successful

Ald. Botterman asked about Blue Goose documentation and what percentage of the documents staff is waiting for the process to go forward. McGrath responded that since the first set of documents them city has received none. Per an agreement the City is not taking any possession of the documents and they are going directly to the consultant. A letter was sent regarding the August deadline which now looks unreasonable regarding the lack of documentation. . Botterman was under the impression at the end of May that everyone was anxious to see this process go forward

Aiston said the city needs to see an Itemized list of construction activity to see how much the project will receive in TIF funds. They also need to see the costs, lease, and revenues to determine a rate of return. Once the documents are in the team can do the job in two work weeks.

Botterman was asking as it seemed that there were some issues with the developer of this project leaving material on the Shumway Property. The response was that that they have not seemed to be cooperative on two different projects.

McGrath noted that regarding the Shumway property the Army Corps of Engineers is involved and the City may have to issue a ticket and take them to adjudication to get them to talk. He can't speak for the developer and thinks it is a complex project and that it is taking more time. Botterman stressed that he has no issues with the city staff on this and is expressing frustration at not seeing the follow through he would like

16. COMMITTEE REPORTS

Community Development Committee- Ald. Brown
The Community Development Committee will meet in the Committee of the Whole Meetings June 21 and June 28. Historic Preservation Committee will meet June 27 but there is nothing on the agenda and it may be cancelled.

Government Services Committee- Ald. Atac
The Government Services Committee will meet in the Committee of the Whole on June 21 and June 28.

City Services Committee – Ald. Wolff
The City Services Committee will meet in the Committee of the Whole on June 21

Public Utilities – No Report

17. OTHER BUSINESS- none

18 MAYOR'S REPORT

The Mayor is on the front page of the beacon news hugging Mazzur Hamid, a Muslim woman, at the feast breaking the fast of Ramadan at the Batavia Congregational Church. He was happy to see so many Batavians showing support.

Mayor Schielke had a discussion with an arson investigator who reviewed fires in the area including the one at the candle corporation last year. He was very effusive in his praise for the Batavia Fire Department and had in not been for their knowledge and efforts the whole building could have gone.

There have been many community gathering and events lately and there has been much praise about the value of keeping the events downtown and near the river. This makes Batavia stand out as a nice place to visit and socialize. He thanked the council for their support cooperation and willingness to work for the betterment of the community

19. CLOSED SESSION: 8:40 p.m.-9:26 p.m.
a. Purchase of Real Property
b. Personnel

Motion by Ald. Brown, seconded by Ald. Russotto to enter into executive session to discuss the Purchase of Real Property and Personnel. Motion carried 12 yea/ 0 nay / 2 absent

All those who entered Closed Session returned to Regular Session

20. ADJOURNMENT 9:28 p.m.

Motion to adjourn by Ald. Brown, seconded by Ald. Chanzit, motion passed by voice vote.

Minutes prepared and submitted by,
Heidi Wetzel
City Clerk

CITY OF BATAVIA
MINUTES OF THE BATAVIA CITY COUNCIL
July 5, 2016 at 7:30 p.m. - City Council Chambers
100 N. Island Ave. Batavia, Illinois

PLEASE NOTE: These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. Minutes are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. Any references to discussion and /or statements are only to provide greater clarity to the public and they may not reference all, some, or any of an individual speaker's comments.

1. MEETING CALLED TO ORDER by Mayor Schielke 7:32 p.m.

2. INVOCATION followed by PLEDGE OF ALLEGIANCE led by Ald. Mueller

3. ROLL CALL: 12 of 14 aldermen were present.
Aldermen (by ward): Michael O'Brien (1), Carl Fischer (1), Martin Callahan (2), Alan Wolff (2), Kyle Hohmann (3), Paula Mueller (4), Kevin Botterman(5), Lucy Thelin Atac (5), Michael Russotto(6) Nicholas Cerone (6), Drew McFadden (7), and David Brown (7) were present. Dan Chanzit (3) and Susan Stark (4) were absent.

Also present were BATV and members of the press, public and the following:

City Administrator	William McGrath
City Attorney	Roman Seckel
Deputy City Clerk	Christine Simkins
Community Development Director	Scott Buening
Finance Director	Peggy Colby
Fire Chief	Randy Deicke
Information Systems Director	Howard Chason
Police Chief	Gary Schira
Public Works Director	Gary Holm
Building Commissioner	Jeff Albertson

4. ITEMS REMOVED/ADDED/CHANGED
Remove Item 18: Executive Session Purchase and Sale of Electric Power

Motion by Ald. Atac, seconded by Ald. Fischer, to approve the Agenda as amended. Motion Carried 12 yea/ 0 nay/ 2 absent

5. CONSENT AGENDA

Accept and Place on File:
A. April and May 2016 Financials
B. Historic Preservation Commission Minutes for May 23, 2016

C. Plan Commission/Zoning Board of Appeals Minutes for May 18, 2016
D. Committee of the Whole Minutes for May 24, May 31 and June 7, 2016
E. 2015 Comprehensive Annual Financial Report
F. 2015 Annual Financial Report

Approvals:
G. July 1, 2016 Payroll $784,332.92
H. Accounts Payable Check Register $1,969074.93
I. **ORDINANCE 16-37:** Declare Surplus Equipment Fire Department (Dep.Chf. Jancauskas 6/13/16 COW 6/21/16 10/0) GS
J. **ORDINANCE 16-41:** Changing the Name of South Drive to Hawks Drive (SCB 6/2/16 COW 6/21/16 10/0)
K. **ORDINANCE 16-38:** Grant of Variance for Deferred Parking, Vista Investments, Applicant 1801 Suncast Lane (Drew Rackow 6/20/16 COW 6/28/16 10 /0) CD
L. **ORDINANCE 16-39:** Amending the Text of the Zoning Code (Drew Rackow 6/17/16 COW 6/28/16 10/0) CD
M. **APPROVAL**: Class B-5 Liquor License – Speedway (Chf. Schira 6/21/16 COW 6/28/16 10/0)GS

Motion by Ald. Atac, seconded by Ald. McFadden, to approve the Consent Agenda as presented. Motion Carried 12 yea/ 0 nay/ 2 absent

6. MATTERS FROM THE PUBLIC: (For Items NOT on the Agenda)

None

7. **CHAMBER OF COMMERCE:**
Jay Cherry of Eagle Eye Polygraph LLC at 106 W. Wilson St. Spoke. Jay and his wife Kathleen started this family run business 2 yrs ago. Jay worked for the FBI 21 yrs and has done thousands of polygraph exams. Jay stated he has been Federally Certified to perform polygraphs for the last 12 years. His business has worked with Police and Fire Depts., Attorneys, Federal Agencies and post conviction sex offenders as well as the private sector. They are a Bi-lingual business (English & Spanish). Jay stated his family has lived in Batavia 24 years.
www.eagleeyepolygraph.com 630-937-4214

Ald.Brown asked if they do background checks to which Mr. Cherry responded they only do polygraph.

Ald. Botterman stated his family has lived next to the Cherry's for years and wanted the Council and residents to know they are a great family and what good people they are.

Mayor welcomed and thanked Jay for bringing his business to downtown Batavia. The Mayor stated our City has used their services and the relations have been very good and professional.

8. PRESENTATION: To Batavia ACCESS from BHS Baseball

Matt Holm, recently retired Head Baseball Coach & Alex Beckman new Head Coach, spoke. Matt stated that the team decided to donate the Senior Night proceeds to Access Toy Drive. The check was then presented for $2386.50 to Roy Bailey.

Roy Bailey wanted to thank the BHS Baseball Team and also City Council. Roy went on to thank all Bulldog fans and any player who helped with the toy drive. Roy wanted to note they are currently looking for a location for the toy drive this year and for help buying the toys.

Mayor stated he has known Roy long time, and asked for the community's help in finding a location for the toy drive. The Mayor also thanked the BHS baseball team for their great generosity.

9. APPOINTMENT: Appoint Paid on Call Recruit Thomas Moon (Chf. Deicke 6/29 /16) CS

Motion by Ald. Atac, seconded by Ald. O'Brien, Appoint Paid on Call Recruit Thomas Moon
Motion Carried 12 yea/ 0 nay/ 2 absent

Chief Deicke stated Tom is a resident of Batavia and a full-time fire fighter for Sugar Grove. Deicke went on to say Tom is certified in: Advanced fire fighter, Hazmat Operations, Fire Engineer, Technical Rescue, and is a Fire Instructor. We are happy to have him.

Mayor swore in Tom Moon.

10. RESOLUTION 16-59-R: Authorizing Execution of an Employment Agreement Between the City of Batavia and Laura M. Newman (Wendy Bednarek 7/5/16) GS

Motion by Ald. Brown, seconded by Ald. Wolff, to approve RESOLUTION 16-59-R an Employment Agreement between the City of Batavia and Laura M. Newman.
Motion Carried 12 yea/ 0 nay/ 2 absent

Mayor welcomed Laura to Batavia city government. He is looking forward to many years of leadership and administration. He said it will be hard to follow in Bills footsteps but knows Laura has great talents expressed and shown throughout the community along with the great things she has already accomplished in her career. He looks forward to Laura's administration achieving a lot more.

Laura thanked the Mayor and Council. She stated it is an exciting time to join the City. Laura has lived here 13 years and has seen many positive changes in the city. She gives credit to her predecessor Bill McGrath and knows she has big shoes to fill. She looks forward to working with the Mayor, Council, and the City's employees. Laura stated on behalf of residents and the business community she hopes to make the best city possible, for now and for the future.

11. RESIGNATION/APPOINTMENT: Accept Resignation of Laura Newman and Appoint Randy Zies to the Board of Fire and Police Commissioners (JDS 7/1/16)

Mayor states there is no time to wait on appointing a new commissioner. The Mayor asks we accept Laura's resignation and appoint Randy. Randy is a retired Battalion Chief and lifelong Batavian. He lives here and knows everyone, the Mayor stated. Randy is highly endorsed by both chiefs.

Motion by Ald. Brown, seconded by Ald. Callahan: Accepting the Resignation of Laura Newman and Appoint Randy Zies to the Board of Fire and Police Commissioners (JDS 7/1/16)
Motion Carried 12 yea/ 0 nay/ 2 absent

12. RESOLUTION 16-57-R: Authorizing Execution of Agreement between COB and IBEW Local #196 (Wendy Bednarek 7/5/16) GS

Ald. Atac spoke regarding the City's contract with IBEW #196 which ended the end of 2015. Collective bargaining between two parties has taken place and both have come to an agreement. Staff recommends we approve this two year agreement which include two changes Article XXIII Clothing Allowance from $100-$400. Article XXVI 2.5 % wage increase Jan. 1, 2016 and 2.5% Jan. 1, 2017. All other items remain the same.

Motion by Ald. Atac, seconded by Ald. Cerone, to approve Resolution 16-57-R: Authorizing Execution of Agreement between COB and IBEW Local #196 (Wendy Bednarek 7/5/16) GS
Motion Carried 12 yea / 0 nay/ 2 absent

13. APPROVAL: Windmill City Fest Carnival Permit and Fee Waiver (Jeff Albertson 6/21/16 COW 6/28/16 10/0) GS

Motion by Ald. Atac, seconded by Ald. McFadden, to approve Windmill City Fest Carnival Permit and Fee Waiver (Jeff Albertson 6/21/16 COW 6/28/16 10/0) GS
Motion Carried 12 yea / 0 nay/ 2 absent

14. ADMINISTRATOR'S REPORT – City Administrator Bill McGrath

Brush pickup for East-side is week July 11 and week of July 18th for the West-side. Next pickups are Aug. 8th for East, Aug 15th West. Rake leaves to curb by 7am Monday.
Garbage pickup is delayed one day due to the July 4th holiday.

Bill stated he would like a workshop with Park District to review the dam options from the 2003 Erosion Presentation with Council and the Mayor. The Park District suggested an early meeting July 18th 6pm with the Park Board who will come in to discuss with City Council.

Mayor said we should go over 2003 plan options again to get it all on the table again.

Bill stated there has been a trip through Baptist Church building to identify items of value that can be easily removed for auction for people who used to attend church there. Our contract with the former congregation requires we give them an opportunity to remove stained glass windows. The name of the project is: 1 N Washington. Our staff and the attorneys will develop and fine tune a timeline and by 1st week in Aug would like to have some action on the project. The structural engineering firm hired 3-4 years ago confirmed at that time the building had only 5 years to go unless 1 million was put into the structure. HPC will work for some type of memorial or artistic presentation to be done.

Blue Goose met with Batavia Enterprises this week. Re-development documents are still needed to analyze set up support and develop a timeline.

Suncast is building a 350,000sq ft. addition to the large bldg. Their credit was approved last week and is now moving into next phase of building.

Calls are coming in about the Seimans property regarding the weeds at site. Work is to happen quickly to de-weed. There is remediation work to be done hopefully by this fall. Bill stated it is time for a conversation with planners to see what should be built there.

Gary Holm has stated the redevelopers have replied to Batavia Enterprises on S. Shumway.

Our Utility service has received national recognition by the American Public Power Association. Batavia is in the top 25% of all public utilities in the nation for reliability. In Illinois only 3 cities that have municipal utilities received this recognition: Batavia, Geneva & Wilmette.

Recording with BATV municipal minute takes place every other week-Bill states he will introduce Laura to this week to get her 15 minutes of fame.

On Sat July 16th tours of the Water Treatment Facility (West of Wenmoth Rd.) are taking place and are free. John Dillon thought it was good to show where our water comes from and how we treat it and make it safe for our residents.

Callahan asked what has been done about the massage establishments since the ordinance was passed.

McGrath said the landlord stated they have signed a new lease for a tea business that will replace the massage business once their lease is up. The other massage business has closed.

COMMITTEE REPORTS

Community Development Committee- Ald. Brown

The Community Development Committee will meet in the Committee of the Whole on July12 7:30pm. Washington-Wilson TIF Report, One Washington Redev.Agreement, EXEC session price of land for sale. Brown mentioned the last COW meeting had a nice presentation on the Riverbank Erosion Restoration showing recommendations and options. It was very informative.

Government Services Committee- Ald. Atac
The Government Services Committee will meet in the Committee of the Whole on July 12 7:30pm. Class B liquor lic BP Amaco, Res 16-58-R Network Switches, WSS-BEI Loan Forgiveness-7 yrs.

City Services Committee – Ald. Wolff
The City Services Committee July 26 contract registrations.

Public Utilities – Ald. O'Brien
The Public Utilities Committee will meet in the Committee of the Whole on July 12 amending Ord 16-40 Title 8 of the code re Electric Rates
O'Brien thanked Bill for bringing up award wanted to put out there again what a great job our Utility Workers do.

Mayor asked if Ald Callahan has all tickets sold community dinner.

Callahan stated there are 15 tickets left. They can contact him at:
mcallahan@cityof batavia.net or 630-624- 8058.

MAYORS REPORT

Jamie Saam contacted the Mayor about July 16th Cocktails in the Park, located behind our bldg which Main St refers to as Appleton Park. The bldg was Appleton Manuf. in 1899 run by the Van Nortwicks selling farm products & windmills. Main St. is asking to officially proclaim the location as Appleton Park. Jamie said it is hard to direct people where events at City Hall are located. They would like signage and some way to memorialize the area. Mayor would like the city attorney to draft something regarding this matter.

The Mayor mentioned he is the Chair of Council of Mayors in Chicago and serves on the planning board. Other cities agree to projects to get government 80/20 match deal, these cities cannot come up with their 20%. Our city has used $ wisely and we should be pleased with ourselves. We have always had our 20% to be able to receive the Federal funds for projects. The Mayor stated he feels fortunate to be mayor of a city who runs things well.

19. ADJOURNMENT 8:20 p.m.

Motion to adjourn by Ald. Brown, seconded by Ald. O'Brien, motion passed by voice vote.

Minutes prepared and submitted by,
Christine Simkins
Deputy City Clerk

CITY OF BATAVIA

DATE: July 6, 2016
TO: Committee of the Whole - PU
FROM: Robert Rogde
SUBJECT: Resolution 16-64-R Authorizing Execution of Master Services Agreement with EX^2 Technology, LLC

EX^2 Technology, LLC is a young company with very experienced people. Staff would like to execute a Master Services Agreement with EX^2 so they can help us with communications projects. The representatives that we will be utilizing have a long history of successfully serving the City. These representatives worked previously with a company that the City still uses very successfully. Staff sees this opportunity to have two of these companies to help with communication projects. Attached is a brochure detailing the company.

Staff is recommending approval of Resolution 16-64-R Authorizing Execution of Master Services Agreement with EX^2 Technology, LLC.

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-64-R

AUTHORIZING EXECUTION OF MASTER SERVICES AGREEMENT WITH EX^2 TECHNOLOGY LLC

WHEREAS, the City of Batavia owns and operates a fiber optic utility; and

WHEREAS, in connection therewith, it is necessary and appropriate to retain professional engineering services for the preparation of plans to upgrade and improve the fiber optic system; and

WHEREAS, the City of Batavia shall execute a Master Services Agreement with EX^2 Technology LLC for Professional Engineering Services; and

WHEREAS, EX^2 Technology LLC has the appropriate expertise and experience necessary to provide the professional engineering services for the fiber optic system; 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 execute a Master Services Agreement, attached hereto as Exhibit 1, for professional services related to expanding and improving the fiber optic system with EX^2 Technology LLC.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of August, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of August, 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:

_____

Christine Simkins, Deputy City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this First day of August, 2016 by the CITY OF BATAVIA, 100 North Island Ave, Batavia, IL 60510, hereinafter called the CITY, and EX2 Technology, LLC, 1044 N. 115th Street, Omaha, NE 68154, hereinafter called the CONSULTANT.

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

1. ENGAGEMENT OF CONSULTANT: The CITY, acting pursuant to its vested authority, does hereby hire the CONSULTANT and the CONSULTANT agrees to perform professional design, engineering, surveying, environmental science or management services as requested by the CITY as more fully described and on the terms provided herein below. Robert Rogde or designated representative, will act as the liaison for the CITY and Mr. Joel Mulder, or designated representative, will act as liaison for the CONSULTANT for administration of this Agreement. This Agreement for Professional services can only be amended or revised by a written agreement signed by both parties.

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

2. CHARACTER AND EXTENT OF SERVICES: The CONSULTANT shall perform certain professional design, engineering, surveying, environmental science or management services as requested. Such services may include, but are not limited to, the following types of work:
   - Engineering and surveying tasks for various municipal infrastructure projects
   - Development of studies, plans and reports
   - Design plans and specifications and contract documents
   - Resident engineering services during construction
   - Assistance with matters related to streams and wetlands
   - Reviews of various engineering plans on behalf of the city for both public and private improvements.

   The CONSULTANT shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the

Agreement. The CONSULTANT shall obtain, at its own expense, all permits and licenses, if any, that may be required to operate the business of the CONSULTANT by federal, state, and local regulations and laws.

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

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

4. ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY: The CITY will provide or perform the following:

   a. Provide full information as to CITY requirements of the Project.

   b. Assist the CONSULTANT by placing at his disposal all available information pertinent to the site of the Project including previous reports, calculations, drawings, plats, reports, surveys, utility records, and any other data relative to design and construction of the Project.

   c. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.

   d. Advertise for hearings and proposals for bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.

   e. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

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

   Services required for these tasks shall be completed within the times mutually determined by the CITY and the CONSULTANT as outlined in the applicable Task Order.

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

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

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

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

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

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

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

    The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the CONSULTANT if the City is dissatisfied with the services of the CONSULTANT, provided that the City has previously notified the CONSULTANT of its dissatisfaction in writing stating the reasons therefor and allowing the CONSULTANT a minimum of thirty (30) days

to adjust and meet the City's expectations. The City further reserves the right to cancel the whole or part of the Agreement immediately for cause, if the CONSULTANT fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated, provided that notice is given in writing to the CONSULTANT of the default, and the CONSULTANT is given ten (10) days to cure the default or to begin curing the default and diligently continues to cure the default, if the default is of the nature that cannot be cured in such time. The CONSULTANT will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, floods or other similar acts or occurrences beyond the reasonable control of CONSULTANT.

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

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

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

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

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

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

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

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

12. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by the negligent act, omission, or failure of the CONSULTANT, its officers, agents and employees, in performing the work required by this Agreement. CONSULTANT shall not be liable for the negligent acts, omissions or failures of the City.

    The CONSULTANT 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 CONSULTANT shall secure and maintain in force throughout the duration of this Agreement, Automobile Liability insurance in an amount not less than $1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.

    The CONSULTANT shall secure and maintain in force throughout the duration of this Agreement, Umbrella or Excess Liability coverage of $2,000,000.

    The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the City, nor shall the CONSULTANT allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The CONSULTANT and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract.

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

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

13. ASSIGNMENT: The CONSULTANT shall not assign this Agreement, or any of the work or services covered by this Agreement, without the express written consent of the CITY.

14. STANDARD FOR PERFORMANCE: The CONSULTANT shall perform its services in accordance with generally accepted engineering and consultant standards and shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this Agreement. The CONSULTANT warrants that it is technically qualified and entirely conversant with the requirements of the work to be provided pursuant to this Agreement; and that it has sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.

15. OPINIONS OF COST: The CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, and its opinions of probable project or construction costs are to be made on the basis of its experience and qualifications and represents its judgment as an

experienced and qualified professional, familiar with the construction industry. However, the CONSULTANT cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from the opinions of probable costs prepared by it.

16. CONSTRUCTION AND SAFETY: The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incidental to work of contractors. It is the intent that the construction contractors will be held responsible for means and methods of construction and all safety issues.

17. SUBMITTAL REVIEW: Review of proposed contractor substitutions of materials and equipment by CONSULTANT is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements.

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

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

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

a. The documents are protected by the rules and regulations of U.S. Copyright Laws.

b. The use or reuse of original or altered electronic files by the CITY or others the CITY has released these files to, except for the City's purposes stated herein, will be at the CITY's own risk and liability.

c. The CONSULTANT shall be indemnified and held harmless by the CITY to the fullest extent of the law from any and all claims, suit, liability, demands, or costs arising out of the use or release of the information contained on the files except for the City's purposes stated herein.

d. The CONSULTANTS shall perform its services in accordance with generally accepted standards within the CONSULTANT's industry and shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this agreement.

19. CITY-PROVIDED INFORMATION: CONSULTANT is entitled to rely on all information furnished or to be furnished by CITY. CITY agrees to hold harmless and indemnify CONSULTANT, its officers, agents, and employees from any and all claims of any kind arising out of or relating to any claims caused by an error or omissions in information provided by the CITY which were the cause of the claim for damages and provided, further, that the CONSULTANT's reliance on such information was reasonable under the circumstances. All information, worksheets, reports, design calculations, plans, and specifications as provided by the City shall be the sole property of the City unless otherwise specified in this agreement.

20. THIRD-PARTY BENEFICIARIES: It is recognized that the services performed by CONSULTANT are for the benefit of the CITY and no other party. There are no third party beneficiaries to this Agreement.

21. ACCESS TO RECORDS CLAUSE: The CITY and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examination, excerpt, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the CONSULTANT for a period of three years after the completion of the CITY's project, unless a longer period is required to resolve audit findings or litigation. In such cases, the CITY shall request a longer period for record retention.

22. PROHIBITED INTERESTS: No member of the governing body of the CITY and no other elected or appointed officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or

indirect, in this contract; and the CONSULTANT shall take appropriate steps to assure compliance.

23. INTEREST OF CONSULTANT AND EMPLOYEES: The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

24. NOTICE: Any notice relating to claims for damages or relating to allegations of default shall be in writing and shall be made by certified or registered mail, postage prepaid, return receipt requested, or reliable overnight courier, to the parties as follows:

If to CONSULTANT:	EX2 Technology, LLC 1044 N. 115th Street Omaha, NE 68154
If to the CITY:	City of Batavia Attention: Robert Rogde 200 N Raddant Road Batavia, IL 60510
with copy to:	City Attorney Attention: Kevin G. Drendel 111 Flinn Street Batavia, IL 60510

25. NON-DISCRIMINATION: The CONSULTANT shall not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.

26. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties. No other writing, discussion or any other communication about possible terms is to be construed as forming part of the agreement between the parties. Any terms and conditions submitted by the CONSULTANT as part of its proposal are specifically disavowed and such terms and conditions shall not supersede this Agreement

27. BINDING EFFECT: This Agreement shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.

28. LAW AND VENUE: This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement

shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

29. ILLINOIS PREVAILING WAGES: To the extent the proposed contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12, to the extent they are applicable, including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

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

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

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

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

CITY OF BATAVIA

_____

ATTEST:

_____
(SEAL)

EX2 TECHNOLOGY, LLC

_____

ATTEST:

_____
(SEAL)

EXHIBIT "A"

SCHEDULE OF RATES
FOR
EX2 TECHNOLOGY, LLC

NOTES:

1. THE RATES LISTED ABOVE ARE VALID UNTIL DECEMBER 31ST, 20__.

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 EX2 TECHNOLOGY, LLC GROUP IN THE PERFORMANCE OF A TASK ORDER.

EXHIBIT "B"

TASK ORDER NO. _____

REGARDING GENERAL AGREEMENT BETWEEN CITY OF BATAVIA

AND

EX2 TECHNOLOGY, LLC

Project Description:

Scope of Services:

Time of Performance:

Estimated Fee for Services:

Proposed: _____ Date

Approved:

City of Batavia

Date

CITY OF BATAVIA

DATE: **July 11, 2016**

TO: **Committee of the Whole – CD**

FROM: **Drew Rackow AICP, Planner**

SUBJECT: **Resolution 16-62-R: Accepting a Plat of Easement and Abrogation for Batavia Business Park – Lots 87/88**

Background: Batavia Business Park is preparing plans to relocate an existing water line that is located on an easement between lots 87 and 88 in the Batavia Business Park. The water main currently crosses the two lots in a manner consistent with lot patterns of the original subdivision in 2000. Lots 87 and 88 are the result of a re-subdivision that occurred in 2002. The relocation would allow the use of the existing two parcels as one larger property for development. The attached plat authorizes the abrogation of the existing easements along the shared property line of lot 87 and 88 and the easement that crosses the center of the properties. Additionally it creates an easement at the south edge of lot 88. The attached Resolution would authorize the Mayor and Clerk to sign the plat.

The Engineering Division continues to work with the applicant for the proper permits for the relocation of the water main. Recording of the plat will not occur until the water main relocation has been completed.

Alternatives: The Committee may approve the Resolution as presented, or not approve the resolution.

Pros: Approval will remove an impediment that would otherwise prohibit the use of lots 87 and 88 as one larger industrial lot providing greater flexibility for development opportunities.

Cons: Staff has not identified any negatives with this proposed action.

Budget Impact: None

Staff Impact: None

Timeline for Actions: Committee action on Resolution 16-62-R will allow the Resolution to be placed on the August 1 City Council meeting for final action. This will facilitate the review of the water main relocation.

Recommendations: Staff recommends approval of Resolution 16-62-R as presented. Staff has placed this item on the COW Consent Agenda.

Attachment: Resolution 16-62-R Accepting a Plat of Easement and Abrogation for Batavia Business Park

c: Mayor and City Council
Department Heads
Stan Carlson, Batavia Land Venture
Press
File

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-62-R

RESOLUTION ACCEPTING PLAT OF EASEMENT AND ABROGATION

WHEREAS, Batavia Land Venture, LLC ("Owner") owns properties that it is seeking to create a larger lot for development; and

WHEREAS, the City of Batavia ("City") has determined that the existing water line present on the property is necessary for the operation of the City water system; and

WHEREAS, the Owner is desirous to relocate a water main to create a larger lot and eliminate the existing easements that present along the center of the two properties; and

WHEREAS, the Owner has submitted for City acceptance a Plat of Easement and Abrogation that would grant and establish said utility easements as shown and described in Exhibit "A" attached hereto; and

WHEREAS, the City desires to accept the easements as shown and described in Exhibit "A."

WHEREAS, the City and Owner also desire to abrogate the existing easement to establish a larger buildable lot.

NOW, THEREFORE, be it resolved by the Mayor and the 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 Plat of Easement and Abrogation that would grant and abrogate said utility easements as shown and described in Exhibit "A" attached hereto 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 1st day of August, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of August, 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 Abstentions
Total holding office: Mayor and 14 aldermen

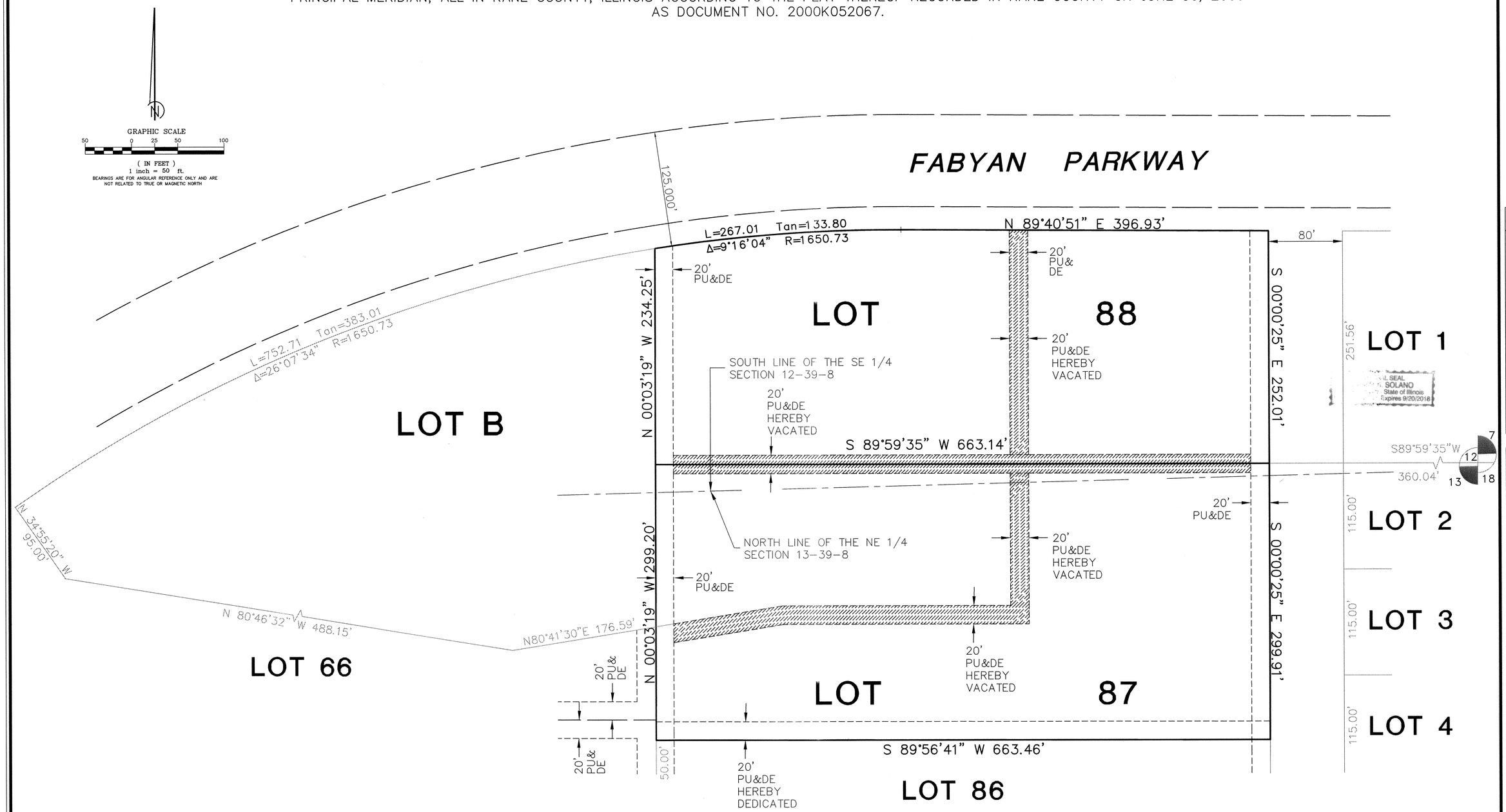
ATTEST:

_____

Christine Simkins, Deputy City Clerk

PLAT OF EASEMENT AND ABROGATION

BEING A RESUBDIVISION OF PART OF LOT B AND ALL OF LOTS 87 AND 88 IN BATAVIA BUSINESS PARK SUBDIVISION BEING PART OF THE SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED IN KANE COUNTY ON JUNE 30, 2000 AS DOCUMENT NO. 2000K052067.



LEGEND:
PU = PUBLIC UTILITY
DE = DRAINAGE EASEMENT

= EXISTING EASEMENT PER DOCUMENT NOS. 2000K052067 & R2000099708

P.I.N. – 12-12-475-005

JLH Land Surveying Inc.
Land Surveying Construction Services
7222 Courtwright Drive. Plainfield, Illinois 60586
(815) 729-4000 E-Mail. www.jlhsurvey.com

DATE	REVISIONS	BY
4/16/15	CLIENT COMMENTS	JAH
4/16/15	REVISE EASEMENT PROVISIONS	JAH
4/20/15	REVISE DEDICATION	JAH
4/21/15	REVISE CERTIFICATES	JAH
5/13/15	PER CITY OF BATAVIA REVIEW	JAH
6/4/15	REVISE OWNERS CERTIFICATE	JAH

BATAVIA BUSINESS PARK
BATAVIA, ILLINOIS
BATAVIA LAND VENTURE, LLC

PROJ. MGR.: JLH
DRAWN BY: JAH
CHECKED BY: JLH
DATE: 4/15/2015
SCALE: 1"=50'

SHEET 1 OF 2

15-314-100

PLAT OF EASEMENT AND ABROGATION

BEING A RESUBDIVISION OF PART OF LOT B AND ALL OF LOTS 87 AND 88 IN BATAVIA BUSINESS PARK SUBDIVISION BEING PART OF THE SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED IN KANE COUNTY ON JUNE 30, 2000 AS DOCUMENT NO. 2000K052067.

CITY COUNCIL

STATE OF ILLINOIS)
) S.S.
COUNTY OF KANE)

MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA, ILLINOIS, HEREBY APPROVE THE FINAL PLAT OF BATAVIA BUSINESS PARK RESUBDIVISION, ATTACHED HERETO THIS _____ DAY OF _____, A.D., 20__.

_____
MAYOR

_____
CITY CLERK

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DuPage)

THIS IS TO CERTIFY THAT
WEST SUBURBAN BANK
IS THE MORTGAGEE OF PART OF THE PROPERTY DESCRIBED HEREON UNDER MORTGAGE DATED 5/1/05 AND THAT IT HEREBY ACKNOWLEDGES AND CONSENTS TO THE ATTACHED PLAT FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT LOMBARD, ILLINOIS, THIS 2nd DAY OF October, A.D. 2015.

BY: Michael F. Moore, Vice President

BY: _____

CITY ENGINEER

STATE OF ILLINOIS)
) S.S.
COUNTY OF KANE)

I, RAHAT BARI, CITY ENGINEER OF THE CITY OF BATAVIA, ILLINOIS, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF SAID CITY.

DATED AT BATAVIA, ILLINOIS, THIS 14th DAY OF July, A.D. 2016.

_____
CITY ENGINEER

PUBLIC UTILITY AND DRAINAGE EASEMENT (PU&DE) PROVISIONS

ALL EASEMENTS FOR SERVING THE SUBDIVISION AND OTHER PROPERTY INDICATED AS PUBLIC UTILITY AND DRAINAGE EASEMENT (PU & DE) OR COMBINED DRAINAGE AND UTILITY EASEMENTS ON THIS PLAT ARE HEREBY RESERVED FOR, AND GRANTED TO THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, AND TO UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, ILLINOIS BELL TELEPHONE COMPANY (AMERITECH), NORTHERN ILLINOIS GAS COMPANY (NICOR), AT&T CABLE SERVICES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF GAS, WATER, ELECTRICITY AND SOUNDS AND SIGNALS, TOGETHER WITH STORMWATER, SANITARY SEWER AND ANY OTHER FACILITIES USED IN THE TRANSMISSION, DISTRIBUTION OR TRANSPORTATION OF ANY COMMODITY ID A LIQUID OR GASEOUS STATE IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY INDICATED AS COMMON AREA AND UTILITY ON THE PLAT AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR AN ADJACENT LOTS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "PU & DE" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

EASEMENTS APPROVED AND ACCEPTED

ACCEPTED: _____ DATE: 6/22/15
AMERITECH

ACCEPTED: _____ DATE: 6/19/15
NORTHERN ILLINOIS GAS CO.

~~ACCEPTED: _____ DATE: _____~~
~~AT&T CABLE SERVICES~~

ACCEPTED: _____ DATE: _____
CITY OF BATAVIA ELECTRIC DEPARTMENT

ACCEPTED: Robert L. Schultz DATE 7/9/16
Comcast Cable

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ _____(TITLE), AND _____(TITLE), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE

THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AS OWNERS FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20____.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES ON _____, 20____.

BLANKET EASEMENT PROVISIONS

A BLANKET EASEMENT FOR ELECTRIC IS HEREBY GRANTED TO THE CITY OF BATAVIA ELECTRIC DEPARTMENT OVER ALL OF LOTS 87 AND 88, WHICH SHALL BE REDEFINED AFTER INSTALLATION.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KANE)

THIS IS TO CERTIFY THAT
BATAVIA LAND VENTURE, AN ILLINOIS LIMITED LIABILITY COMPANY,
IS THE OWNER OF THE PROPERTY DESCRIBED ON THE EASEMENT AND ABROGATION PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE AREAS ON THIS PLAT DESIGNATED AS PUBLIC STREETS, AND HEREBY ALSO RESERVES AND GRANTS EASEMENTS FOR THE INSTALLATION OF VARIOUS PUBLIC UTILITIES AS DESIGNATED AND AS STATED IN THE EASEMENT PROVISIONS STATED THEREON.

ALSO, TO THE BEST OF OUR KNOWLEDGE, THE SUBJECT PROPERTY LIES WHOLLY WITHIN THE GENEVA SCHOOL DISTRICT 304 AND THE WAUBONSEE COLLEGE DISTRICT 51.

DATED THIS 2nd DAY OF OCTOBER, A.D., 2015.
KAREN A. SOLANO FAMILY TRUST, MEMBER AND CHRISTOPHER L. COONEY, TRUSTEE, MEMBER

BY: _____ trustee
A MEMBER

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DUPAGE)

I, KAREN A SOLANO, A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
CHRISTOPHER L. COONEY, A MEMBER,
WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THIS INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AS OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 2nd DAY OF OCTOBER, A.D., 2015.

Karen A Solano
NOTARY PUBLIC

OFFICIAL SEAL
KAREN A. SOLANO
Notary Public - State of Illinois
My Commission Expires 9/20/2018

KANE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KANE)

THIS INSTRUMENT _____ AS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20____, AT _____ O'CLOCK __M, AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

_____
RECORDER OF DEEDS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KENDALL)

WE, JLH LAND SURVEYING, INC., DO HEREBY DECLARE THAT THE FOLLOWING DESCRIBED PROPERTY HAS BEEN SURVEYED AND SUBDIVIDED AT AND UNDER THE DIRECTION OF THE UNDERSIGNED:

BEING A RESUBDIVISION OF PART OF LOT B AND ALL OF LOTS 87 AND 88 IN BATAVIA BUSINESS PARK SUBDIVISION BEING PART OF THE SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED IN KANE COUNTY ON JUNE 30, 2000 AS DOCUMENT NO. 2000K052067 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 88, IN SAID SUBDIVISION MENTIONED ABOVE; THENCE, SOUTH 00°00'25" EAST, 252.01 FEET; THENCE, SOUTH 00°00'25" EAST, 299.91 FEET; THENCE SOUTH 89°56'41" WEST, 663.46 FEET; THENCE, NORTH 00°03'19" WEST, 299.20 FEET; THENCE NORTH 00°03'19" WEST, 234.25 FEET; THENCE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1650.73 FEET, AN ARC DISTANCE OF 267.01 FEET; THE CHORD HAVING A BEARING OF NORTH 09°16'04" EAST, AND A DISTANCE OF 266.72 FEET; THENCE NORTH 89°40'51" EAST, 396.93 FEET BACK TO THE POINT OF BEGINNING.

WE FURTHER DECLARE THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

THE PROPERTY DESCRIBED HEREON IS SITUATED WITHIN THE LIMITS OF THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

WE FURTHER DECLARE THAT NO PART OF THE LAND HEREON DESCRIBED IS SITUATED WITHIN THE 100 YEAR FLOOD BOUNDARY AS SET FORTH BY THE NATIONAL FLOOD INSURANCE PROGRAM, CITY OF BATAVIA, ILLINOIS, COMMUNITY PANEL NUMBER 17089C0332H, WITH AN EFFECTIVE DATE OF AUGUST 3, 2009.

GIVEN UNDER MY HAND AND SEAL AT PLAINFIELD, ILLINOIS THIS 22 DAY OF July, A.D. 2015.

PROFESSIONAL LAND SURVEYOR
JAMES L. HARPOLE
035.003180
PLAINFIELD
ILLINOIS
STATE OF ILLINOIS

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR #3190
EXPIRES 11-30-2016

JLH Land Surveying Inc.
Land Surveying
Construction Service
7222 Courtwright Drive, Plainfield, Illinois 60586
(815) 729-4000 E-Mail www.jlhsurvey.com

DATE	REVISIONS	BY
4/16/15	CLIENT COMMENTS	JAH
4/16/15	REVISE EASEMENT PROVISIONS	JAH
4/16/15	REVISE CERTIFICATES	JAH
4/21/15	REVISE CERTIFICATES	JAH
5/13/15	PER CITY OF BATAVIA REVIEW	JAH
6/4/15	REVISE OWNERS CERTIFICATE	JAH

BATAVIA BUSINESS PARK
BATAVIA, ILLINOIS
BATAVIA LAND VENTURE, LLC

PROJ. MGR.- JLH
DRAWN BY- JAH
CHECKED BY- JLH
DATE- 4/15/2015
SCALE- 1"=50'

SHEET 2 OF 2

15-314-100

CITY OF BATAVIA

DATE: **July 19, 2016**
TO: **Committee of the Whole-CD**
FROM: **Scott Buening, Community Development Director**
SUBJECT: **Ordinance 16-42 Annexing Rear Parcels of 1321-1361 Chautauqua Street**

1. **Summary:** Annexation of Rear Parcels of 1321-1361 Chautauqua Street.

2. **Background:** The City received a petition to annex from one of the property owners along Chautauqua in response to a building permit for a fence. Staff reached out to the other property owners along Chautauqua to see if they wished to add their properties to this annexation at no charge. We received petitions to annex from 3 of the 5 property owners in response. Staff then had a plat of annexation prepared so the properties can be annexed. The properties will all be zoned R0 upon annexation and no rezoning is contemplated at this time, though this may be something the City pursues once all of the old railroad properties have been annexed.

   The City Council will need to pass the attached Ordinance in order to annex the properties into the City limits.

3. **Alternatives, including no action if viable:**

   - Annex the property
   - Do not annex the property

   - **Pros** Annexing the property will help the property owners with future permits, and will allow them to consolidate their ownership into a single parcel. The City will realize a very small increase in property taxes.
   - **Cons** There are no cons associated with this proposal.
   - **Budget Impact** The plat of annexation and recording costs will be approximately $375.00.
   - **Staffing Impact** No impact on staffing.

4. **Timeline for actions:** If the Ordinance is passed by the City Council, the annexation would be effective upon recording the Ordinance.

5. **Staff recommendation:** Staff recommends approval of Ordinance 16-42 Annexing Rear Parcels of 1321-1361 Chautauqua Street.

Attachments:

1. Ordinance 16-42 Annexing Rear Parcels of 1321-1361 Chautauqua Street.
2. Plat of Annexation.
3. Area Map.

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-42

AN ORDINANCE ANNEXING AND ZONING REAR YARDS OF 1321-1361 CHAUTAUQUA STREET TO THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS

ADOPTED BY THE
MAYOR AND CITY COUNCIL
____ DAY OF _____, 2016

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

Prepared by:

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-42

AN ORDINANCE ANNEXING AND ZONING REAR YARDS OF 1321-1361 CHAUTAUQUA STREET TO THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS

WHEREAS, the City of Batavia, Kane and DuPage Counties, Illinois ("City"), has received petitions to annex from the property owners of 1321-1361 Chautauqua Street the rear yard of said properties; and

WHEREAS, these parcels are part of an old railroad right-of-way and are currently unincorporated; and

WHEREAS, the properties are designated by PIN 12-28-426-044, 12-28-426-046, and 12-28-426-048 and are legally described in **EXHIBIT "A"** and the Plat of Annexation is attached as **EXHIBIT "B"** ("Territory"); and

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

WHEREAS, the City is desirous of having this property annexed into the City of Batavia; and

WHEREAS, legal notices regarding the intention of the City to annex said Territory have been sent to all public bodies required to receive such notice by State Statute including the Fire District Trustees, the Township Supervisor, Clerk and Trustees and the Corporate Authorities of Kane County; and

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

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

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

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

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

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

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

SECTION 5: This Ordinance 16-42 shall be in full force and effect upon its passage, presentation and approval according to law.

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

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

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerrone					Rusotto				
7	McFadden					Brown				
Mayor Schielke										

VOTE: Ayes Nays Absent Abstention(s)
Total holding office: Mayor and 14 aldermen

ATTEST:

_____

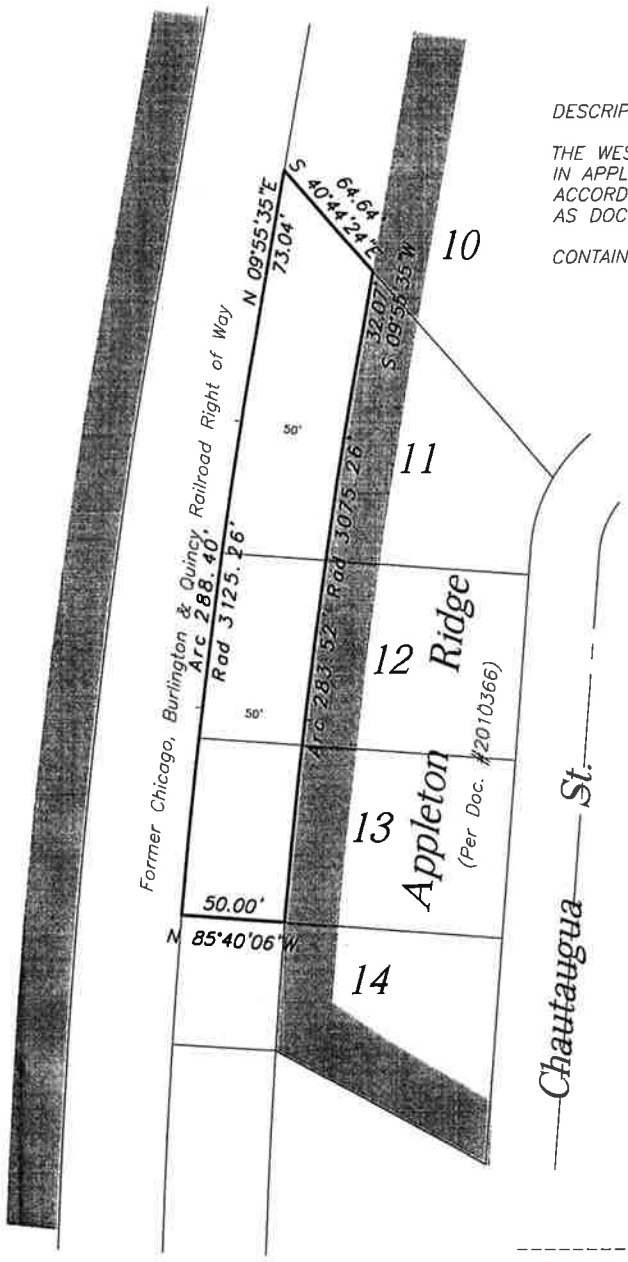
_____, Deputy City Clerk

EXHIBIT A

THE WEST 50 FEET OF LOTS 11, 12 AND 13 IN APPLETON RIDGE, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2010366, CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

S:\autocad\13500\13561A.dwg, 7/11/2016 8:41:59 AM

MAP OF TERRITORY HEREBY ANNEXED TO THE CITY OF BATAVIA, ILLINOIS.



DESCRIPTION OF PROPERTY HEREBY ANNEXED:

THE WEST 50 FEET OF LOTS 11, 12, AND 13 IN APPLETON RIDGE, BATAVIA, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2010366.

CONTAINS 16,925 SQ. FT.

Parcel Numbers (PIN)

12-28-426-044
12-28-426-046
12-28-426-048

SCALE 1"=60'

==========LEGEND==========

Boundary of property hereby annexed
Indicates existing corporate limits

STATE OF ILLINOIS)
)SS
COUNTY OF DEKALB)

THIS IS TO CERTIFY, THAT i, SHAWN R. VanKAMPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710 HAVE PREPARED THE ATTACHED PLAT FOR ANNEXATION PURPOSES AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID ANNEXATION. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.

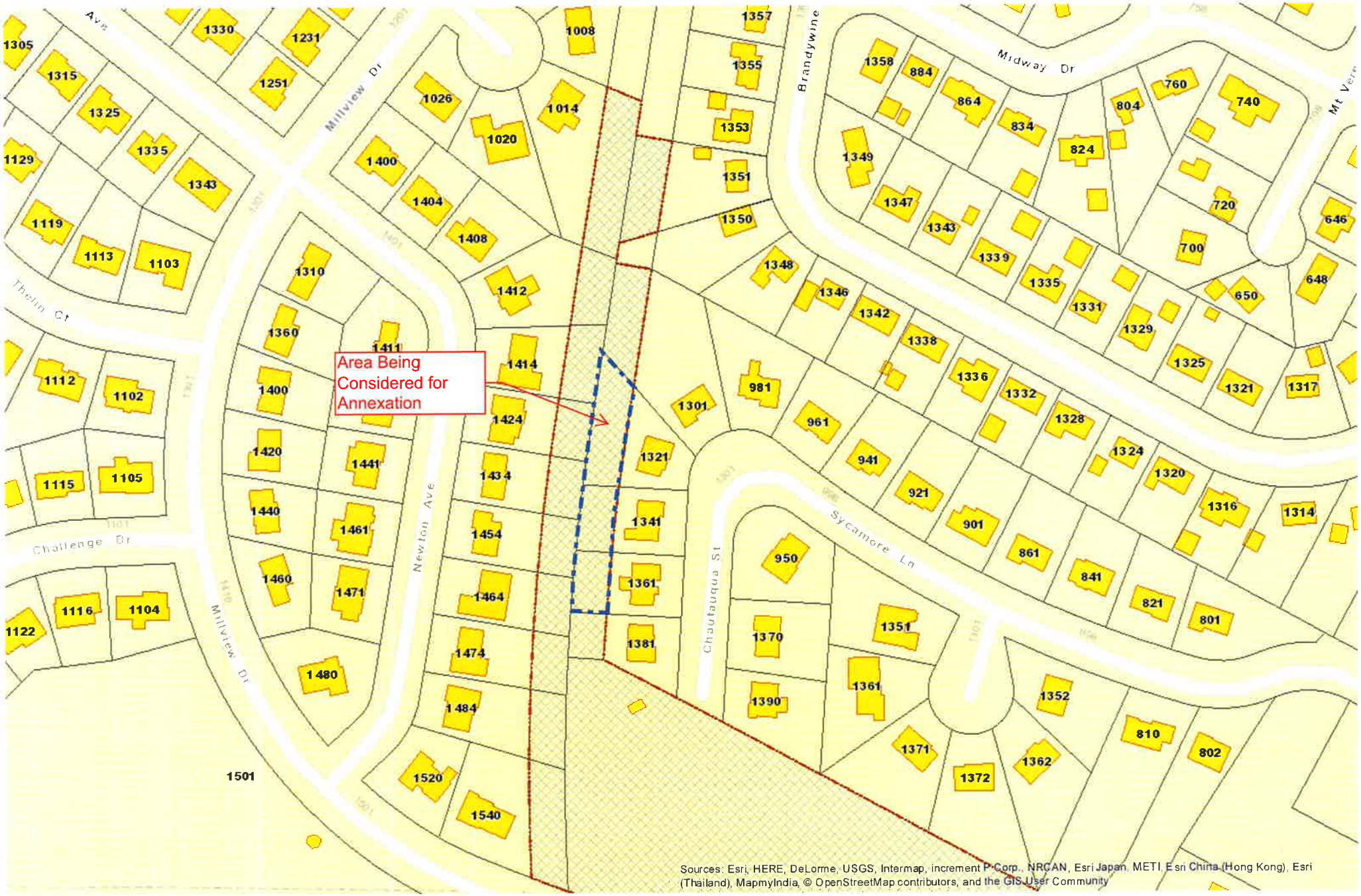
DATED AT DEKALB, ILLINOIS THIS 6TH DAY OF JULY, 2016.

PROFESSIONAL LAND SURVEYOR
SHAWN R. VANKAMPEN
035-002710
DEKALB, ILLINOIS
STATE OF ILLINOIS

Shawn R. Van Kampen
SHAWN R. VanKAMPEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2016

FOR: CITY OF BATAVIA
JOB NO. WES 13561A

Prepared by:
William E. Hanna Surveyors
508 Pine Street
DeKalb, Illinois 60115
(815) 756-2189
Fax 748-2532
info@hannasurveyors.com
License # 1842807



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

CITY OF BATAVIA

DATE: **July 19, 2016**
TO: **Committee of the Whole-CD**
FROM: **Scott Buening, Community Development Director**
SUBJECT: **Ordinance 16-45 Annexing Rear Parcel of 958 Millview Drive**

1. **Summary:** Annexation of Rear Parcel of 958 Millview Drive.

2. **Background:** The City received a petition to annex from one of the property owners along Millview Drive in response to a building permit for a fence. Staff reached out to the other adjacent property owners along Millview to see if they wished to add their properties to this annexation at no charge. We received no response to our correspondence in this instance. Staff then had a plat of annexation prepared so the propery can be annexed. The propery will be zoned R0 upon annexation and no rezoning is contemplated at this time, though this may be something the City pursues once all of the old railroad properties have been annexed.

   The City Council will need to pass the attached Ordinance in order to annex the property into the City limits.

3. **Alternatives, including no action if viable:**

   - Annex the property
   - Do not annex the property

   - **Pros** Annexing the property will help the property owners with future permits, and will allow them to consolidate their ownership into a single parcel. The City will realize a very small increase in property taxes.
   - **Cons** There are no cons associated with this proposal.
   - **Budget Impact** The plat of annexation and recording costs will be approximately $325.00.
   - **Staffing Impact** No impact on staffing.

4. **Timeline for actions:** If the Ordinance is passed by the City Council, the annexation would be effective upon recording the Ordinance.

5. **Staff recommendation:** Staff recommends approval of Ordinance 16-45 Annexing Rear Parcel of 958 Millview Drive.

Attachments:

1. Ordinance 16-45 Annexing Rear Parcel of 958 Millview Drive.
2. Plat of Annexation.
3. Area Map.

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-45

AN ORDINANCE ANNEXING AND ZONING REAR YARD OF 958 MILLVIEW DRIVE
TO
THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS

ADOPTED BY THE
MAYOR AND CITY COUNCIL
____ DAY OF _____, 2016

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

Prepared by:

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-45

AN ORDINANCE ANNEXING AND ZONING REAR YARD OF 958 MILLVIEW DRIVE TO THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS

WHEREAS, the City of Batavia, Kane and DuPage Counties, Illinois ("City"), has received a petition to annex from the property owner of 958 Millview Drive the rear yard of said property; and

WHEREAS, the parcel was part of an old railroad right-of-way and is currently unincorporated; and

WHEREAS, the property is designated by PIN 12-28-229-035 and is legally described in **EXHIBIT "A"** and the Plat of Annexation is attached as **EXHIBIT "B"** ("Territory"); and

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

WHEREAS, the City is desirous of having this property annexed into the City of Batavia; and

WHEREAS, legal notices regarding the intention of the City to annex said Territory have been sent to all public bodies required to receive such notice by State Statute including the Fire District Trustees, the Township Supervisor, Clerk and Trustees and the Corporate Authorities of Kane County; and

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

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

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

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

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

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

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

SECTION 5: This Ordinance 16-45 shall be in full force and effect upon its passage, presentation and approval according to law.

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

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

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerrone					Rusotto				
7	McFadden					Brown				
Mayor Schielke										

VOTE: Ayes Nays Absent Abstention(s)
Total holding office: Mayor and 14 aldermen

ATTEST:

_____

_____, Deputy City Clerk

EXHIBIT A

THAT PART OF THE FORMER RIGHT OF WAY OF THE BURLINGTON NORTHERN RAILROAD IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 88 IN MILL CREEK SUBDIVISION UNIT 5, THENCE SOUTH 10 DEGREES, 12 MINUTES WEST, ALONG THE EAST LINE OF SAID LOT, 87.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 75 DEGREES 42 MINUTES 15 SECONDS EAST, ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT, TO THE CENTER LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTHERLY, ALONG SAID CENTER LINE, PARALLEL WITH SAID EASTERLY LINE TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT; THENCE NORTH 79 DEGREES 48 MINUTES WEST, ALONG SAID EASTERLY EXTENSION, TO THE POINT OF BEGINNING, ALL IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

PIN 12-28-229-035

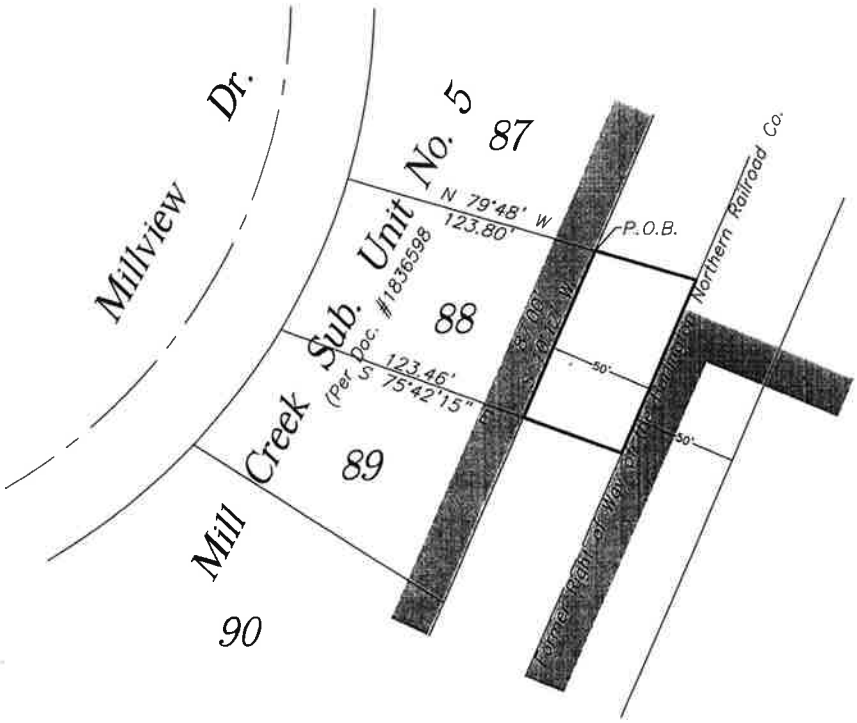
MAP OF TERRITORY HEREBY ANNEXED TO THE CITY OF BATAVIA, ILLINOIS.

DESCRIPTION OF PROPERTY HEREBY ANNEXED:

THAT PART OF THE FORMER RIGHT OF WAY OF THE BURLINGTON NORTHERN RAILROAD IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 88 IN MILL CREEK SUBDIVISION UNIT 5; THENCE SOUTH 10°12' WEST, ALONG THE EAST LINE OF SAID LOT, 87.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 75°42'15" EAST, ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT, TO THE CENTER LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTHERLY, ALONG SAID CENTER LINE, PARALLEL WITH SAID EASTERLY LINE TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT; THENCE NORTH 79°48' WEST, ALONG SAID EASTERLY EXTENSION, TO THE POINT OF BEGINNING, ALL IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

Parcel Number (PIN)

12-28-229-035



SCALE 1"=60'

==LEGEND==

Boundary of property hereby annexed

Indicates existing corporate limits

STATE OF ILLINOIS)
COUNTY OF DEKALB)SS

THIS IS TO CERTIFY, THAT I, SHAWN R. VanKAMPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710 HAVE PREPARED THE ATTACHED PLAT FOR ANNEXATION PURPOSES AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID ANNEXATION. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.

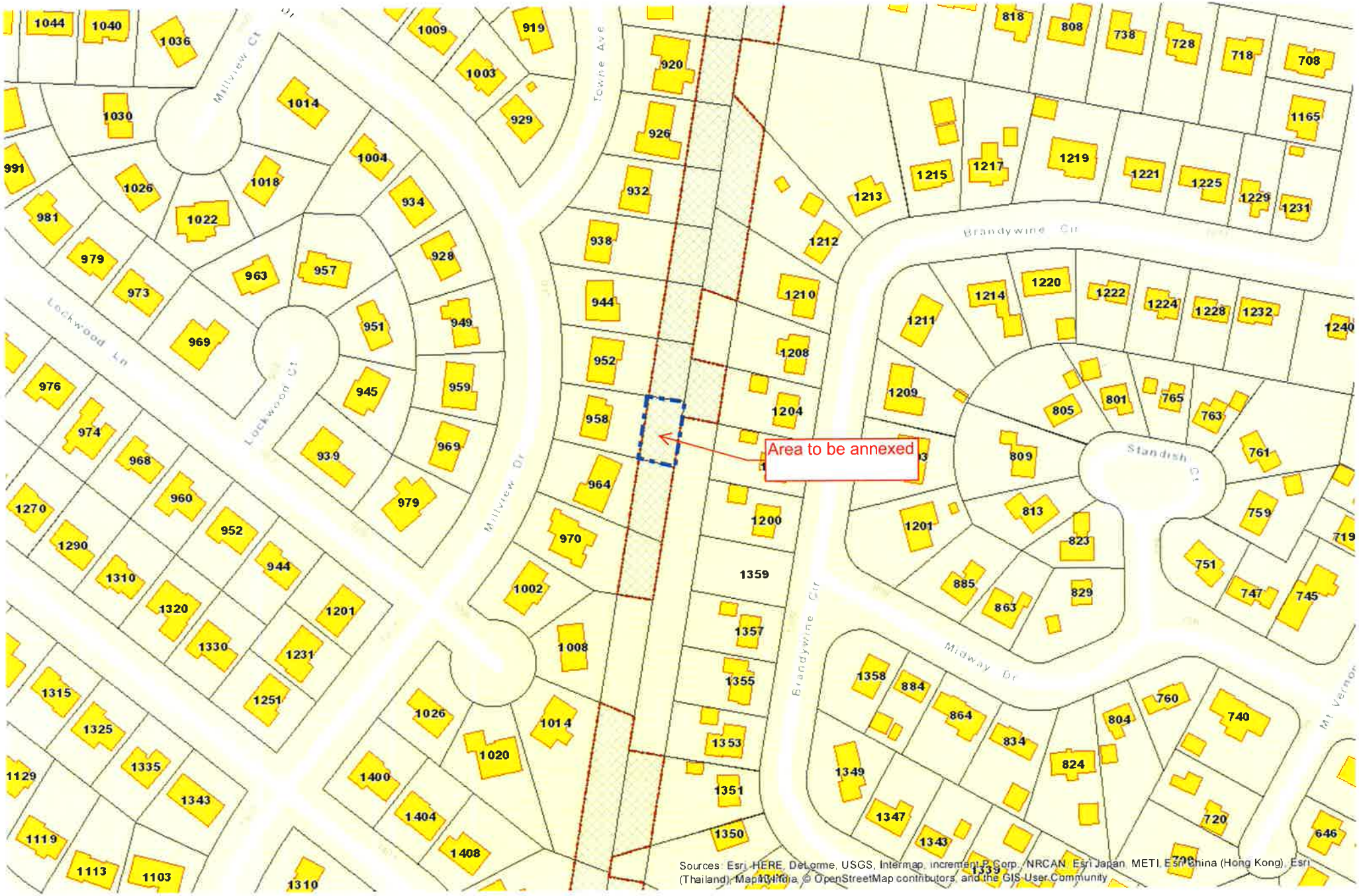
DATED AT DEKALB, ILLINOIS THIS 14TH DAY OF JULY, 2016.

PROFESSIONAL LAND SURVEYOR
SHAWN R. VANKAMPEN
035-002710
DEKALB, ILLINOIS
STATE OF ILLINOIS

Shawn R. Van Kampen
SHAWN R. VanKAMPEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2016

FOR: CITY OF BATAVIA
JOB NO. WES 13561D

Prepared by:
William E. Hanna Surveyors
508 Pine Street
DeKalb, Illinois 60115
(815) 756-2189
Fax 748-2532
info@hannasurveyors.com
License # 1842807


Area to be annexed
Millview Ct
Millview Dr
Towne Ave
Lockwood Ln
Lockwood Ct
Brandywine Cir
Standish Ct
Midway Dr
Mt Vernon
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

CITY OF BATAVIA

MEMO TO: Committee of the Whole

FROM: Gary J. Schira
Chief of Police

DATE: July 15, 2016

SUBJECT: Ordinance 16-44: An Ordinance Declaring Certain Personal Property to be Surplus and Authorizing Sale Thereof

Staff recommendation to declare the following Police Department vehicles surplus property and authorize the Police Department to sell or auction the following vehicles:

2011	**Ford Crown Victoria (B/W) – 115,032 miles**	**VIN#2FABP7BV4BX179935**
2011	**Ford Crown Victoria (B/W) – 112,501 miles**	**VIN#2FABP7BV2BX175947**
2011	**Ford Crown Victoria (B/W) – 115,358 miles**	**VIN#2FABP7BV8BX149322**
2001	**Chevrolet Impala (Invest) – 113,502 miles**	**VIN#2G1WF55K719335871**

These are high mileage vehicles which have required extensive costly repairs in the past and will require extensive repairs in the future. These vehicles have been replaced by existing vehicles from a recent fleet rotation.

Recommended Committee/Council Action

Recommend that the Committee of the Whole recommend to City Council passage of Ordinance 16-44: An Ordinance Declaring Certain Personal Property to be Surplus and Authorizing Sale Thereof at their Tuesday, July 26, 2016 meeting and that the City Council pass this Ordinance at their Monday, August 1, 2016 meeting.

Attachments

Copy (w/atts) to: Mayor & City Council
City Administrator Laura Newman
Deputy Chief Dan Eul
Deputy Chief Glenn Autenrieth
Finance Director Peggy Colby
Agenda

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-44

AN ORDINANCE DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING SALE THEREOF

ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS ___ DAY OF _____, 2016

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

Prepared by:

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-44

AN ORDINANCE DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING SALE THEREOF

WHEREAS, in the opinion of the corporate authorities of the City of Batavia, it is no longer necessary or useful to or for the best interest of the City to retain the following described property:

2011	Ford Crown Victoria (B/W) – 115,032 miles	VIN#2FABP7BV4BX179935
2011	Ford Crown Victoria (B/W) – 112,501 miles	VIN#2FABP7BV2BX175947
2011	Ford Crown Victoria (B/W) – 115,358 miles	VIN#2FABP7BV8BX149322
2001	Chevrolet Impala (Invest) – 113,502 miles	VIN#2G1WF55K719335871

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

SECTION 1: Pursuant to section 11-76-4 of the Illinois Municipal Code, the City Council finds that the following described personal property:

2011	Ford Crown Victoria (B/W) – 115,032 miles	VIN#2FABP7BV4BX179935
2011	Ford Crown Victoria (B/W) – 112,501 miles	VIN#2FABP7BV2BX175947
2011	Ford Crown Victoria (B/W) – 115,358 miles	VIN#2FABP7BV8BX149322
2001	Chevrolet Impala (Invest) – 113,502 miles	VIN#2G1WF55K719335871

and currently owned by the City, is no longer necessary or useful to the City of Batavia and the best interest of the City will be served by its sale.

SECTION 2: Pursuant to Section 11-76-4, the City of Batavia Department of Police is hereby authorized and directed to sell above said surplus property.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provide by law.

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

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

_____
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Rusotto				
7	McFadden					Brown				
Mayor Schielke										

VOTE: Ayes Nays Absent Abstentions
Total holding office: Mayor and 14 aldermen

ATTEST:

_____
Christine Simkins, Deputy City Clerk

CITY OF BATAVIA

DATE: **July 19, 2016**
TO: **Committee of the Whole - Utilities**
FROM: **John Dillon**
SUBJECT: **RESOLUTION 16-67-R, Approval of Contract, Sanitary Sewer Pipe Lining, Joint Project w/Geneva and St. Charles**

Batavia combined resources with the City's of Geneva and St. Charles this year to bid a sanitary sewer pipe lining project. Each of the three (3) communities regularly line sewer pipes as part of our capital improvement programs and by combining quantities we were able to secure some favorable pricing.

Bids were opened at the City of Geneva on July 14, 2016 and are attached. The low bidder, SAK Construction, LLC, O'Fallon MO., has not previously worked for any of our three communities, but did have favorable reference checks from, Naperville, Palatine and Evanston, IL.

The majority of sewer pipe sizes being lined in Batavia are in the 10" and 12" sizes and it is estimated we are saving in excess of $30,000 (approx. 15%) compared to bids received for similar lining projects (spreadsheet attached).

The total cost for Batavia's share of the project will be $192,683.40 which includes a 5% contingency.

City Council recommendation: Approval of Resolution 16-67-R authorizing the Mayor and City Clerk to enter into agreement with SAK Construction, LLC, O'Fallon MO. for sanitary sewer pipe lining for an amount not to exceed $192,683.40.

C: Mayor & City Council
Laura Newman
Bill McGrath
Gary Holm
Peggy Colby
Rahat Bari
Tim Grimm

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-67-R

AUTHORIZING EXECUTION OF CONTRACT FOR SANITARY SEWER PIPE LINING

WHEREAS, the City of Batavia has identified the need for contractual services related to the lining of sanitary sewer pipes; and

WHEREAS, the City of Batavia, in conjunction with the City of Geneva and the City of St. Charles, requested formal bids for such work; and

WHEREAS, SAK Construction, LLC submitted the lowest qualified bid and has the appropriate expertise and experience necessary to provide the services needed for the pipe lining project; and

WHEREAS, the total cost of said pipe lining services is in the amount not to exceed $192,683.40; 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 execute the Contract with SAK Construction, LLC, O'Fallon MO., attached hereto as Exhibit A, for construction services in the amount not to exceed $192,683.40.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of August, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of August, 2016.
.

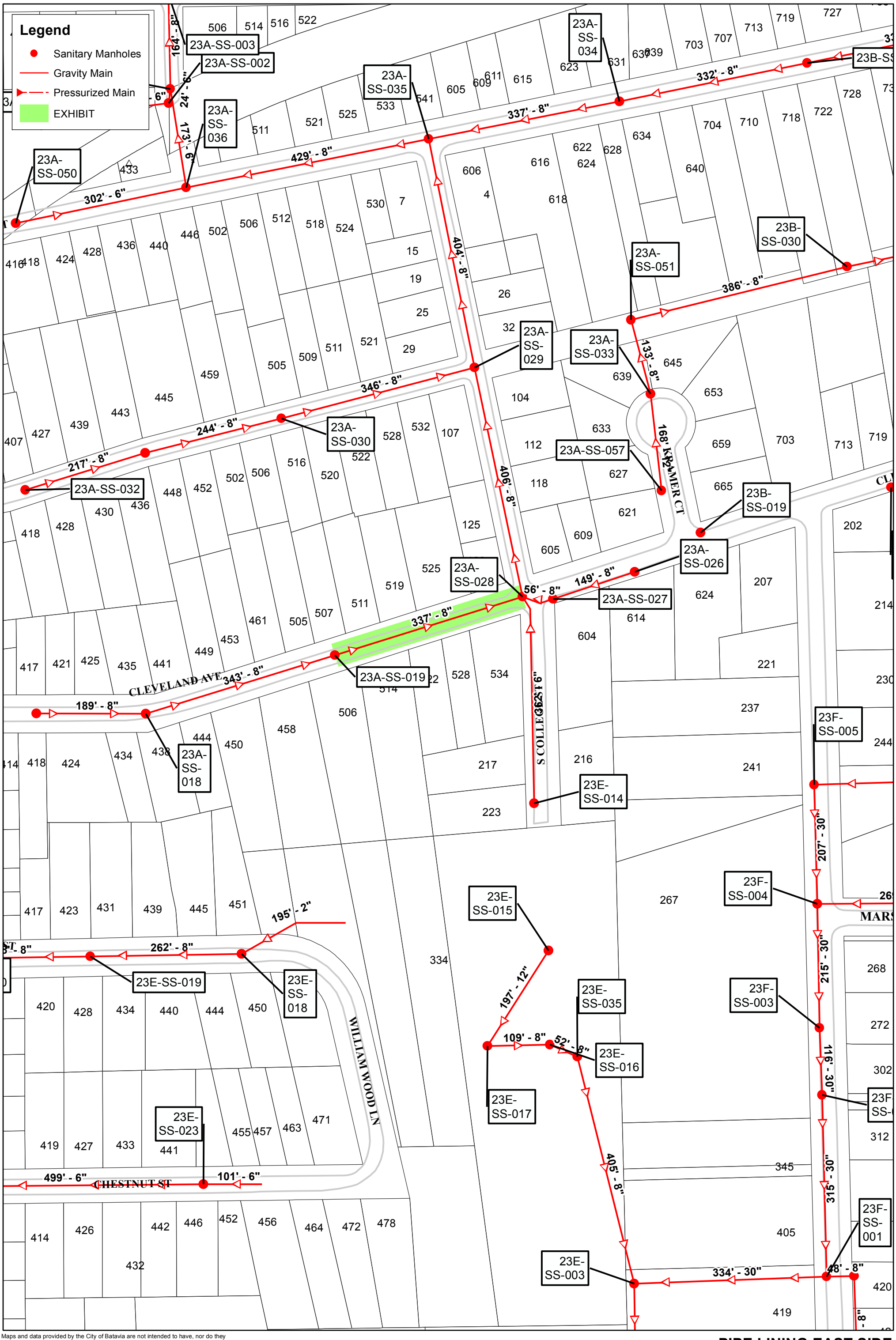
_____
Jeffery D. Schielke, Mayor

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: 0 Ayes 0 Nays 0 Absent Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

_____

Christine Simkins, Deputy City Clerk



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

SOURCE: BATGIS, KANEGIS

PIPE LINING EAST SIDE

0 25 50 100 Feet

DATE: 7/7/2016

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

SOURCE: BATGIS, KANEGIS

PIPE LINING WEST SIDE

0 62.5125 250 Feet

DATE: 7/7/2016

			Location/Quantity				Average Unit Pricing Based on Bids in the Area		SAK Construction, LLC (Batavia Quantities Only) 864 Hoff Road O'Fallon, MO 63366		SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366	
Item	Description	Units	St Charles	Geneva	Batavia	Total	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Televise, Clean & Line 8 inch Cured in Place Pipe Lining - Sanitary	LF		2095	590	2685	$29.20	$17,228.00	$24.00	$14,160.00	$24.00	$64,440.00
2	Televise, Clean & Line 10 inch Cured in Place Pipe Lining - Sanitary	LF			1663	1663	$35.50	$59,036.50	$25.00	$41,575.00	$25.00	$41,575.00
3	Televise, Clean & Line 12 inch Cured in Place Pipe Lining - Sanitary	LF		70	2351	2421	$44.40	$104,384.40	$41.00	$96,391.00	$41.00	$99,261.00
4	Televise, Clean & Line 15 inch Cured in Place Pipe Lining - Sanitary	LF		735	376	1111	$53.59	$20,149.84	$57.00	$21,432.00	$57.00	$63,327.00
5	Televise, Clean & Line 21 inch Cured in Place Pipe Lining - Sanitary	LF	878			878	$77.58	$0.00	$82.00	$0.00	$82.00	$71,996.00
6	Televise, Clean & Line 24 inch Cured in Place Pipe Lining - Sanitary	LF		1170		1170	$110.48	$0.00	$84.00	$0.00	$84.00	$98,280.00
7	Televise, Clean & Line 27 inch Cured in Place Pipe Lining - Sanitary	LF	1348			1348	$188.40	$0.00	$108.00	$0.00	$108.00	$145,584.00
8	Internal Service Lateral Reinstatements	EA		50	108	158	$121.89	$13,164.12	$25.00	$2,700.00	$25.00	$3,950.00
9	Protruding Tap Removal	EA			1	1	$327.78	$327.78	$250.00	$250.00	$250.00	$250.00
10	Televise, Clean & Line 12 inch Cured in Place Pipe Lining - Storm	LF	133			133	$59.00	$0.00	$63.00	$0.00	$63.00	$8,379.00
11	Televise, Clean & Line 18 inch Cured in Place Pipe Lining - Storm	LF	349			349	$87.00	$0.00	$64.00	$0.00	$64.00	$22,336.00
12	Televise, Clean & Line 21 inch Cured in Place Pipe Lining - Storm	LF	223			223	$81.00	$0.00	$152.00	$0.00	$152.00	$33,896.00
13	Televise, Clean & Line 24 inch Cured in Place Pipe Lining - Storm	LF	58			58	$131.00	$0.00	$275.00	$0.00	$275.00	$15,950.00
14	Traffic Control - Batavia	LS				1	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
15	Traffic Control - Geneva	LS				1	$0.00	$0.00	$3,000.00	$0.00	$3,000.00	$3,000.00
16	Traffic Control - St Charles	LS				1	$0.00	$0.00	$2,000.00	$0.00	$2,000.00	$2,000.00
17	Heavy Cleaning (As Required)	Per Hr				30	$0.00	$0.00	$300.00	$3,000.00	$300.00	$9,000.00
						TOTAL BID	**$216,790.64**		**$183,508.00**		**$687,224.00**	
								Cost Diff	**-$33,282.64**			
								Percent Savings	**15%**			

CITY OF BATAVIA

DATE: **07/20/2016**

TO: **Mayor and City Council**

FROM: **Liz Perez, Assistant Finance Director**

RE: **Resolution 16-68-R Banking Agency Resolution**

Attached is Resolution 16-68 which replaces Resolution 06-58-R Banking Agency. The City of Batavia receives banking services from various banks and it is necessary to grant certain City employees and/or positions authorization to conduct specific banking business. This resolution provides for the removal of Bill McGrath and the addition of Laura Newman to sign banking documents as the City Administrator.

This is on the agenda for the July 26, 2016 Committee of the Whole (GS) meeting. If approved, I would ask that Resolution 16-68-R be posted to the City Council Consent Agenda on August 1, 2016.

Attachment

C: Mayor and City Council
Laura Newman
Peggy Colby

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-68-R

BANKING AGENCY RESOLUTION

WHEREAS, the City of Batavia receives banking services from various banks for the purpose of diversification of funds and maximization of yield, while maintaining the safety of funds, and it is necessary to grant certain City employees and/or positions authorization to conduct specific banking business;

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

SECTION 1: CITY AUTHORIZED BANKING AGENTS. Laura M Newman, City Administrator, Gerald R Miller, City Treasurer, and Peggy L Colby, Finance Director, subject to any limitations herein or determined by the City Council in the future, are authorized to exercise the powers indicated in this section, and are deemed Agents for purposes of this Resolution. The signatures of two Agents are required for the exercise of the powers enumerated herein:

a. Sign a Bank Resolution and or other documents as may be required by the designated institution as a depository for the funds of the City.

b. Open any deposit or account(s) in the name of the City.

c. Endorse checks and orders for the payment of money, transfer funds within City of Batavia accounts on deposit and or initiate ACH transfers, wire transfers or withdrawal of funds from accounts on deposit.

d. Purchase investments on behalf and in the name of the City.

e. When authorized by the City Council, borrow money on behalf and in the name of the City, sign, execute and deliver promissory notes or other evidences of indebtedness.

f. Endorse, assign, transfer, mortgage or pledge bills receivable, bonds, real estate or other property now owned or hereafter owned or acquired by the City as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.

g. Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box.

h. Provide written authorization and instruction for certain employees of the finance department of the City to conduct specific banking tasks.

i. Any other task that may be necessary to conduct financial or banking duties on behalf of the City.

SECTION 2: Signature samples shall be supplied to the institution and attested by the City Clerk or an already authorized signatory.

SECTION 3: The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the City. Any Agent, so long as they act in a representative capacity as agents of the City, is authorized to make any and all other contracts, agreements, stipulations and orders.

SECTION 4: LIMITATIONS ON POWERS. As of the effective date of this Resolution, and except as otherwise provided by law, there are no limitations on the exercise of the above powers.

SECTION 5: EFFECT ON PREVIOUS RESOLUTIONS. To the extent this Resolution conflicts with any previous resolutions of banking authority, this Resolution and its terms shall prevail. This resolution shall continue to have effect until express written notice of its rescission or modification.

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

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

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fisher				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Clark				
7	McFadden					Brown				
Mayor Schielke										

VOTE: ____ Ayes ____ Nays ____ Absent ____ Abstentions
Total holding office: Mayor and 14 aldermen

ATTEST:

_____

Christine Simkins, Deputy City Clerk

CITY OF BATAVIA

DATE: **July 21, 2016**
TO: **Mayor & City Council**
FROM: **Laura Newman, City Administrator appointee**
SUBJECT: **Appointment of FOIA Officers**

The City's Freedom of Information Act Officer positions need to be changed due to my retirement. The state FOIA states:

> Sec. 3.5. Freedom of Information Officers.
>
> (a) Each public body shall designate one or more officials or employees to act as its Freedom of Information officer or officers. Except in instances when records are furnished immediately, Freedom of Information officers, or their designees, shall receive requests submitted to the public body under this Act, ensure that the public body responds to requests in a timely fashion, and issue responses under this Act.

Bill McGrath has been acting as such, and basically disseminates requests to the appropriate departments, trying to clarify some from time to time. It is helpful to get the drift of the types of requests coming through, generally for police reports and building permit records (probably about 90% of all requests), but occasionally involving administration Council issues. There are also requests which require some communication between the involved department and the requestor for clarification, or, at times, consultation with Kevin Drendel. Sometimes the requestor is a very concerned citizen and the request can open an opportunity to talk with a resident about an issue of concern to them.

Within the resignation (effective Aug. 5) of Tony Davis, our current Police Records Supervisor, Chief Schira suggests Kristie Schuman, who is a state-certified FOIA officer in the interim, with Joanne Miller as backup. Jeff Albertson, Building Commissioner, would remain for the Building type request we get, mainly from firms doing due diligence on building transactions. We have separate FOIA email addresses for each, and I will (hopefully) just receive “all others”.

A simple online training through the Attorney General’s offices is required for the position, though we’ve all had training anyway. For your information, we receive between 20-25 per week, at least 75% going to the PD.

Staff recommends appointment of Laura Newman, Kristie Schuman, Joanne Miller and Jeff Albertson as Freedom of Information Act Officers for the City of Batavia.

This matter will be on the Committee of the Whole agenda for July 26, 2016 for discussion and recommendation to the City Council. A resolution will be drafted with COW approval for August 1 Council meeting

C: Bill McGrath
Department Heads
Kristie Schuman
Joanne Miller
Jeff Albertson

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-69-R

APPOINTMENT OF LAURA NEWMAN, KRISTIE SCHUMAN, JOANNE MILLER AND JEFF ALBERTSON AS FREEDOM OF INFORMATION ACT OFFICERS FOR THE CITY OF BATAVIA

WHEREAS, the Freedom of Information Act (FOIA) requires that each public body shall designate one or more of its officials or employees to act as its Freedom of Information Officers; and

WHEREAS, Bill McGrath, City Administrator, has been acting as Freedom of Information Officer and will retire as of August 1, 2016; and

WHEREAS, Laura Newman, City Administrator Appointee, will become City Administrator effective August 2, 2016; and

WHEREAS, Laura Newman, Kristie Schuman (Police Department), Joanne Miller (Police Department) and Jeff Albertson (Community Development) have received FOIA training;

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

SECTION 1: That Laura Newman, Kristie Schuman, Joanne Miller and Jeff Albertson be appointed as Freedom of Information Act Officers for the City of Batavia.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of August, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of August, 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 Abstention(s) counted as_____
Total holding office: Mayor and 14 aldermen

ATTEST:

_____
Christine Simkins, Deputy City Clerk

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194804	07/22/16	10010	ABE & DOC'S SERVICE	1015	6310	RPL 4 TIRES	0.00	496.40
1020	194804	07/22/16	10010	ABE & DOC'S SERVICE	1031	6310	BRAKES/ROTATE TIRES	0.00	399.39
1020	194804	07/22/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHANGE	0.00	32.50
1020	194804	07/22/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHANGE	0.00	30.50
1020	194804	07/22/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHANGE	0.00	32.50
TOTAL CHECK								0.00	991.29
1020	194808	07/22/16	12230	ADVANCED DISPOSAL	1019	6355	ADMIN FEE	0.00	2.95
1020	194808	07/22/16	12230	ADVANCED DISPOSAL	10	1280	PREPAID BAG/TAG	0.00	1,555.00
TOTAL CHECK								0.00	1,557.95
1020	194810	07/22/16	17782	ALPHA BUILDING MAIN	1016	6315	JUL16 JANITORIAL SV	0.00	3,480.00
1020	194810	07/22/16	17782	ALPHA BUILDING MAIN	1045	6315	JUL16 JANITORIAL SV	0.00	325.00
TOTAL CHECK								0.00	3,805.00
1020	194811	07/22/16	10048	ANDERSON PEST CONTR	1016	6315	PEST CONTROL SVCS	0.00	61.32
1020	194811	07/22/16	10048	ANDERSON PEST CONTR	1016	6315	PEST CONTROL SVCS	0.00	65.71
1020	194811	07/22/16	10048	ANDERSON PEST CONTR	1016	6315	PEST CONTROL-DRAINS	0.00	117.83
TOTAL CHECK								0.00	244.86
1020	194814	07/22/16	15582	ARENDS HOGAN WALKER	1045	6233	ACTUATOR KIT	0.00	899.87
1020	194815	07/22/16	12404	JEANETTE ARMBRUST	1010	6230	CERTIFICATE HOLDERS	0.00	121.41
1020	194816	07/22/16	12679	ARTHUR J. GALLAGHER	1017	6505	SURETY BOND-P. COLB	0.00	298.00
1020	194817	07/22/16	10558	AT & T	1016	6250	ACT# 051 564 5242 0	0.00	57.76
1020	194818	07/22/16	10056	BATAVIA FIREFIGHTER	1032	6123	2015 R.E. TAX DIST	0.00	18,069.11
1020	194820	07/22/16	10055	BATAVIA POLICE PENS	1031	6123	2015 R.E. TAX DIST	0.00	40,570.58
1020	194822	07/22/16	15666	CALL ONE	1016	6250	ACCT# 1210277-11260	0.00	1,018.56
1020	194824	07/22/16	17215	C.C. AISTON CONSULT	1022	6355	ECON DEVELOPMENT SV	0.00	6,868.86
1020	194825	07/22/16	11088	CLARKE ENVIRONMENTA	1045	6356	MOSQUITO MANAGEMENT	0.00	7,725.00
1020	194826	07/22/16	17696	CLASSIC LANDSCAPE L	1045	6355	JUNE LAWN MAINT	0.00	6,863.75
1020	194827	07/22/16	10153	COFFMAN TRUCK SALES	1032	6233	GASKETS	0.00	7.46
1020	194828	07/22/16	11725	COLLEGE OF DUPAGE	1031	6210	DISASTER PREPAREDNE	0.00	665.00
1020	194829	07/22/16	14677	COMCAST CABLE	1045	6260	CABLE SERVICE	0.00	4.23
1020	194829	07/22/16	14677	COMCAST CABLE	1032	6260	CABLE SERVICES	0.00	16.94
1020	194829	07/22/16	14677	COMCAST CABLE	1032	6260	CABLE SERVICE	0.00	21.18
TOTAL CHECK								0.00	42.35
1020	194830	07/22/16	10157	COMMUNICATIONS DIRE	1032	6340	RADIO REPAIRS	0.00	408.00
1020	194830	07/22/16	10157	COMMUNICATIONS DIRE	1031	6450	CHANGE OVER #84	0.00	2,336.85
1020	194830	07/22/16	10157	COMMUNICATIONS DIRE	1031	6450	CHANGE OVER #89	0.00	2,502.35

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	5,247.20
1020	194831	07/22/16	17055	COSTAR REALTY INFOR	1022	6355	REAL ESTATE DATABAS	0.00	336.65
1020	194832	07/22/16	10400	DAILY HERALD	1010	6215	PREVAILNG WAGE NOTI	0.00	320.23
1020	194833	07/22/16	17969	EHLERS & ASSOCIATES	1022	6355	PLAZA DEAL REVIEW	0.00	6,110.00
1020	194834	07/22/16	10176	EJ USA INC	1045	6240	1020A HD BATAVIA ST	0.00	1,053.09
1020	194836	07/22/16	11654	DANIEL EUL	1031	6255	RIFLE ACCESSORIES/P	0.00	296.90
1020	194839	07/22/16	10590	FIREGROUND SUPPLY I	1032	6255	MISC UNIFORMS	0.00	41.45
1020	194840	07/22/16	16053	FOX VALLEY TREE SER	1045	6357	LIMB/STUMP REMOVAL	0.00	425.00
1020	194840	07/22/16	16053	FOX VALLEY TREE SER	1045	6357	TREE REMOVALS	0.00	5,025.00
TOTAL CHECK								0.00	5,450.00
1020	194841	07/22/16	10194	GALLS LLC	1031	6225	SHIPPING	0.00	5.00
1020	194841	07/22/16	10194	GALLS LLC	1031	6255	FLEX WOVEN SHIRTS	0.00	158.40
TOTAL CHECK								0.00	163.40
1020	194842	07/22/16	17589	GAS DEPOT	10	1275	4000GAL UNLEADED FU	0.00	6,600.04
1020	194843	07/22/16	12719	GLOBAL EMERGENCY PR	1032	6310	ENGINE 1 MAINTENANC	0.00	920.78
1020	194843	07/22/16	12719	GLOBAL EMERGENCY PR	1032	6233	MISC VEHICLE PARTS	0.00	208.22
TOTAL CHECK								0.00	1,129.00
1020	194844	07/22/16	15861	GREEN THUMB~BROWN B	1013	6355	WEED/GRASS ABATEMEN	0.00	587.00
1020	194847	07/22/16	10375	HOME DEPOT	1045	6233	DEWALT 18V RECIP SA	0.00	99.00
1020	194849	07/22/16	10242	ILLINOIS MUNICIPAL	1045	6210	HEAT SAFETY MEETING	0.00	125.00
1020	194850	07/22/16	13571	INSIGHT PUBLIC SECT	1018	6405	HP LASERJET PRINTER	0.00	462.66
1020	194852	07/22/16	10822	JAKE THE STRIPER IN	1031	6450	REMOVED VEH GRAPHIC	0.00	200.00
1020	194853	07/22/16	10278	KANE COUNTY ANIMAL	1031	6355	ANIMAL CONTROL SVCS	0.00	125.00
1020	194854	07/22/16	10613	KANE COUNTY RECORDE	1015	6288	RECORDING FEES	0.00	47.00
1020	194854	07/22/16	10613	KANE COUNTY RECORDE	1013	6288	RECORDING FEES	0.00	163.00
TOTAL CHECK								0.00	210.00
1020	194856	07/22/16	10414	KON PRINTING, INC.	1019	6230	ENVELOPES/FORMS	0.00	539.13
1020	194856	07/22/16	10414	KON PRINTING, INC.	1045	6230	ENVELOPES	0.00	50.87
TOTAL CHECK								0.00	590.00
1020	194857	07/22/16	13548	LEXISNEXIS RISK SOL	1031	6355	JUNE 2016 USER FEE	0.00	393.92
1020	194858	07/22/16	10914	MARTENSON TURF PROD	1045	6264	STAPLES 4X1X4 BOX	0.00	72.00

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194860	07/22/16	10471	MEADE ELECTRIC COMP	1014	6355	JUN16 TRAFF SIG MAI	0.00	231.00
1020	194861	07/22/16	10280	MENARDS	1032	6264	MISC SUPPLIES	0.00	97.98
1020	194861	07/22/16	10280	MENARDS	1045	6264	BATTERIES	0.00	23.94
1020	194861	07/22/16	10280	MENARDS	1016	6315	2" CONDUIT HANGER	0.00	8.80
1020	194861	07/22/16	10280	MENARDS	1045	6264	TOILET FLUSH HANDLE	0.00	4.19
1020	194861	07/22/16	10280	MENARDS	1045	6264	TAPE MEASURE/TROWEL	0.00	21.74
1020	194861	07/22/16	10280	MENARDS	1016	6315	MISC SUPPLIES	0.00	32.76
1020	194861	07/22/16	10280	MENARDS	1016	6315	MISC SUPPLIES	0.00	39.84
1020	194861	07/22/16	10280	MENARDS	1016	6315	MISC SUPPLIES	0.00	178.59
1020	194861	07/22/16	10280	MENARDS	1045	6264	KNEE CUSHION	0.00	14.97
TOTAL CHECK								0.00	422.81
1020	194862	07/22/16	14017	METRO WEST COUNCIL	1010	6205	LEGISLATIVE BBQ	0.00	240.00
1020	194863	07/22/16	10298	MUNICIPAL EMERGENCY	1032	6276	HOSE/CABLE ASSY	0.00	394.00
1020	194864	07/22/16	13559	NOTARY PUBLIC ASSOC	1031	6355	NOTARY PUBLIC	0.00	54.00
1020	194865	07/22/16	15326	OFFICE DEPOT	1031	6230	COPY PAPER	0.00	18.98
1020	194865	07/22/16	15326	OFFICE DEPOT	1031	6230	MISC OFFICE SUPPLIE	0.00	44.55
1020	194865	07/22/16	15326	OFFICE DEPOT	1031	6230	MISC OFFICE SUPPLIE	0.00	106.87
TOTAL CHECK								0.00	170.40
1020	194866	07/22/16	12391	POMP'S TIRE SERVICE	1045	6310	CASING CREDIT	0.00	-21.00
1020	194866	07/22/16	12391	POMP'S TIRE SERVICE	1045	6310	SCRAP DISPOSAL FEE	0.00	79.00
TOTAL CHECK								0.00	58.00
1020	194867	07/22/16	14523	PRAIRIE MATERIAL SA	1045	6240	MATLS FOR SEWERS	0.00	124.00
1020	194867	07/22/16	14523	PRAIRIE MATERIAL SA	1045	6240	4000PSI FLT AIR MID	0.00	124.00
TOTAL CHECK								0.00	248.00
1020	194868	07/22/16	10342	RAY O'HERRON CO., I	1031	6255	GLOCK 43 9 MM	0.00	415.63
1020	194868	07/22/16	10342	RAY O'HERRON CO., I	1031	6255	PANTS	0.00	287.95
1020	194868	07/22/16	10342	RAY O'HERRON CO., I	1031	6255	MISC UNIFORMS/EQUIP	0.00	2,142.89
1020	194868	07/22/16	10342	RAY O'HERRON CO., I	1031	6255	GLOCK 43 9MM	0.00	-383.95
1020	194868	07/22/16	10342	RAY O'HERRON CO., I	1031	6255	GLOCK 43 9MM	0.00	383.95
TOTAL CHECK								0.00	2,846.47
1020	194871	07/22/16	16777	ROLLINS AQUATIC SOL	1045	6355	POND MAINTENANCE	0.00	3,347.50
1020	194872	07/22/16	15316	ROMEOVILLE FIRE ACA	1032	6210	TRAINING	0.00	950.00
1020	194872	07/22/16	15316	ROMEOVILLE FIRE ACA	1032	6210	TRAINING	0.00	330.00
TOTAL CHECK								0.00	1,280.00
1020	194873	07/22/16	10272	SAM'S CLUB DIRECT C	1032	6264	WATER/DETERGENT	0.00	113.80
1020	194873	07/22/16	10272	SAM'S CLUB DIRECT C	1032	6264	CLEANING SUPPLIES	0.00	49.43
TOTAL CHECK								0.00	163.23
1020	194874	07/22/16	13579	SCHROEDER & SCHROED	1031	6355	JUN16-PROSECUTION S	0.00	1,600.00
1020	194875	07/22/16	11821	SERVICE SANITATION,	1045	6355	PORTABLE RESTROOM	0.00	50.00

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194875	07/22/16	11821	SERVICE SANITATION,	1045	6355	PORTABLE RESTROOM	0.00	50.00
TOTAL CHECK								0.00	100.00
1020	194876	07/22/16	10343	SERVICES, ETC.	1032	6225	SHIPPING SERVICES	0.00	50.15
1020	194878	07/22/16	15242	SIKICH LLP	1017	6355	AUDIT SVC/GASB #68	0.00	5,000.00
1020	194880	07/22/16	17417	STEPHEN A. LASER AS	1031	6201	INDIVIDUAL ASSESSME	0.00	550.00
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	MISC AUTO SUPPLIES	0.00	6.99
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	MALE PLUG	0.00	3.92
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	LUBE	0.00	16.32
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	DIELECTRIC GREASE	0.00	11.32
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	FULL FLOW LUBE	0.00	12.14
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	GORILLA TAPE	0.00	23.80
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	8" DIAGONAL PLIER	0.00	6.00
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	8" DIAGONAL PLIER	0.00	12.00
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	4-WIRE FLAT SET	0.00	4.71
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	POWERATED BELT	0.00	26.61
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	6WIRE CONNECTOR	0.00	7.29
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	6WIRE CONNECTOR/LAM	0.00	27.27
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	1045	6233	MISC AUTO SUPPLIES	0.00	190.26
TOTAL CHECK								0.00	348.63
1020	194884	07/22/16	16708	TRI-CITY AMBULANCE	1010	6355	MARSHA E. SIBLE	0.00	65.70
1020	194885	07/22/16	13760	TYLER MEDICAL SERVI	1012	6203	PRE-EMPLOYMENT EXAM	0.00	477.00
1020	194886	07/22/16	14833	VERIZON WIRELESS	1016	6250	CELL PHONE SERVICE	0.00	35.08
1020	194886	07/22/16	14833	VERIZON WIRELESS	1010	6250	CELL PHONE SERVICE	0.00	60.81
1020	194886	07/22/16	14833	VERIZON WIRELESS	1017	6250	CELL PHONE SERVICE	0.00	60.81
1020	194886	07/22/16	14833	VERIZON WIRELESS	1033	6250	CELL PHONE SERVICE	0.00	70.56
1020	194886	07/22/16	14833	VERIZON WIRELESS	1012	6250	CELL PHONE SERVICE	0.00	70.81
1020	194886	07/22/16	14833	VERIZON WIRELESS	1015	6250	CELL PHONE SERVICE	0.00	101.36
1020	194886	07/22/16	14833	VERIZON WIRELESS	1013	6250	CELL PHONE SERVICE	0.00	244.36
1020	194886	07/22/16	14833	VERIZON WIRELESS	1031	6250	CELL PHONE SERVICE	0.00	889.82
1020	194886	07/22/16	14833	VERIZON WIRELESS	1018	6250	CELL PHONE SERVICE	0.00	1,074.76
1020	194886	07/22/16	14833	VERIZON WIRELESS	1032	6250	CELL PHONE SERVICE	0.00	377.21
1020	194886	07/22/16	14833	VERIZON WIRELESS	1045	6250	CELL PHONE SERVICE	0.00	501.15
TOTAL CHECK								0.00	3,486.73
1020	194887	07/22/16	16107	WALDSCHMIDT & ASSOC	1045	6355	WEEKLY MOWING	0.00	237.38
1020	194887	07/22/16	16107	WALDSCHMIDT & ASSOC	1045	6355	WEEKLY MOWING	0.00	2,275.36
TOTAL CHECK								0.00	2,512.74
1020	194889	07/22/16	10371	WELDSTAR COMPANY	1045	6240	IND GAS STL CYL/SPE	0.00	151.90
1020	194891	07/22/16	10273	WHOLESALE DIRECT IN	1045	6233	LED 2-1/2" RED CL L	0.00	37.00
1020	194891	07/22/16	10273	WHOLESALE DIRECT IN	1045	6233	LED 2" RED CL MKR L	0.00	37.00
TOTAL CHECK								0.00	74.00
1020	194892	07/22/16	10526	WINDMILL JANITORIAL	1016	6315	TILE CLEANING	0.00	1,088.70

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194893	07/22/16	14592	WORLDPOINT ECC, INC	1032	6209	CPR TRAINING MATLS	0.00	334.40
1020	194894	07/22/16	12855	ZIMMERMAN FORD	1045	6233	SHIFT SOLENOID	0.00	142.57
1020	194907	07/29/16	10010	ABE & DOC'S SERVICE	1032	6310	BRAKE REPAIRS	0.00	154.24
1020	194907	07/29/16	10010	ABE & DOC'S SERVICE	1031	6310	RPL FRONT DISC PADS	0.00	391.69
TOTAL CHECK								0.00	545.93
1020	194910	07/29/16	14875	A "1" BOARD UP	1013	6355	BOARD UP GARAGE DOO	0.00	143.00
1020	194911	07/29/16	10378	ARAMARK	1045	6255	UNIFORM RENTAL-STRE	0.00	374.70
1020	194914	07/29/16	10378	ARAMARK	1045	6315	P/W MATS / TRIATHLO	0.00	289.00
1020	194918	07/29/16	10110	BATV	1010	6359	COMCAST PROGRAM FEE	0.00	34,712.63
1020	194919	07/29/16	10135	CASE LOTS, INC.	1016	6264	JANITORIAL SUPPLIES	0.00	735.24
1020	194920	07/29/16	10083	CINTAS FIRE PROTECT	1032	6355	EXTINGR MAINTENANCE	0.00	118.30
1020	194924	07/29/16	11267	DIMPLE'S DONUTS	1031	6210	DONUTS/MUFFINS/BAGE	0.00	71.54
1020	194926	07/29/16	17180	EARTH PEST CONTROL	1045	6355	PEST CONTROL TREATM	0.00	1,700.00
1020	194926	07/29/16	17180	EARTH PEST CONTROL	1045	6355	PEST CONTROL TREATM	0.00	1,700.00
TOTAL CHECK								0.00	3,400.00
1020	194927	07/29/16	10457	EJ EQUIPMENT INC	1045	6233	WATER TANK	0.00	1,202.41
1020	194927	07/29/16	10457	EJ EQUIPMENT INC	1045	6233	VEHICLE PARTS #3945	0.00	621.50
TOTAL CHECK								0.00	1,823.91
1020	194928	07/29/16	10176	EJ USA INC	1045	6240	STORM COVERS	0.00	117.01
1020	194931	07/29/16	17136	FIRST INSPECTION SE	1013	6354	PLN RVWS/INSPECTION	0.00	3,910.00
1020	194932	07/29/16	11496	FLEET SAFETY SUPPLY	1032	6233	LGT HOUSING/GASKET	0.00	30.33
1020	194933	07/29/16	17589	GAS DEPOT	10	1275	2000GAL BIODIESEL	0.00	3,440.82
1020	194935	07/29/16	16465	GREEN T LAWN CARE I	1032	6315	LAWN TREATMENT	0.00	59.00
1020	194935	07/29/16	16465	GREEN T LAWN CARE I	1032	6315	LAWN TREATMENT	0.00	69.00
TOTAL CHECK								0.00	128.00
1020	194938	07/29/16	13968	HARNER'S BAKERY	1012	6207	RETIREMENT CAKE	0.00	60.00
1020	194941	07/29/16	10243	ILLINOIS PAPER & CO	1016	6230	COPY PAPER	0.00	585.00
1020	194943	07/29/16	12103	J.C. SCHULTZ ENTERP	1045	6264	ASSORTED FLAGS	0.00	145.92
1020	194944	07/29/16	10677	J & D DOOR SALES, I	1032	6315	RPL CARRIAGE BOLT	0.00	150.00
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1018	6205	GMIS MEMBERSHIP	0.00	250.00

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1018	6232	COMPUTER EQUIPMENT	0.00	269.82
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	10	2086	VAUGHAN MEMBERSHIPS	0.00	392.80
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1018	6375	SERVICEMAXX SUBSCRI	0.00	459.95
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1012	6207	WALGREENS-GIFT CARD	0.00	959.65
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1032	6264	FRONT LOBBY BOARDS	0.00	109.88
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1045	6264	FERTILIZER	0.00	130.94
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1031	6235	NAME PLATES	0.00	207.02
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1031	6242	PUBLIC SAFETY-GLOVE	0.00	219.65
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1032	6209	TRAINING MATERIALS	0.00	339.38
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1031	6201	F&P COMM MTG-JIMMYJ	0.00	68.00
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1017	6355	CAFR AWARD PROGRAM	0.00	505.00
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1013	6210	ILAPA SEPT SEMINAR	0.00	388.50
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1031	6210	TRAINING	0.00	414.00
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1031	6255	OAKLEY CREDIT	0.00	-12.77
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1012	6210	JEWEL	0.00	20.48
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1045	6264	AMAZON-SUNSCREEN	0.00	25.16
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1010	6259	HONEY JAM CAFE	0.00	31.96
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1010	6211	PARKING FEE	0.00	39.00
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1031	6225	USPS PRIORITY MAIL	0.00	50.15
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1018	6355	AT&T ISP	0.00	59.00
TOTAL CHECK								0.00	4,927.57
1020	194948	07/29/16	10328	KOHL'S DEPARTMENT S	1031	6255	RECORDS UNIFORMS	0.00	126.99
1020	194950	07/29/16	10280	MENARDS	1045	6264	POST HOLE DIGGER	0.00	24.97
1020	194950	07/29/16	10280	MENARDS	1045	6264	MISC SUPPLIES	0.00	5.99
1020	194950	07/29/16	10280	MENARDS	1032	6264	MISC SUPPLIES	0.00	19.10
TOTAL CHECK								0.00	50.06
1020	194953	07/29/16	17962	LAURA NEWMAN	1010	6205	ILCMA MEMBERSHIP	0.00	176.88
1020	194956	07/29/16	15495	PACE SUBURBAN BUS S	1010	6363	APR 2016 RIDE IN KA	0.00	7,688.30
1020	194957	07/29/16	16860	PAL JOEY'S RESTAURA	1022	6210	LUNCH MEETING	0.00	82.56
1020	194958	07/29/16	11058	PEDAL & SPOKE LTD	1032	6255	WORK SHIRTS	0.00	135.00
1020	194959	07/29/16	10460	JANA CRISCI - PETTY	1031	6210	TRAINING LUNCH-PD	0.00	10.61
1020	194959	07/29/16	10460	JANA CRISCI - PETTY	1045	6259	REFRESHMENTS-B. WIN	0.00	10.75
1020	194959	07/29/16	10460	JANA CRISCI - PETTY	1045	6225	CERTIFIED MAIL	0.00	12.94
TOTAL CHECK								0.00	34.30
1020	194960	07/29/16	10342	RAY O'HERRON CO., I	1031	6255	ID CASE	0.00	168.00
1020	194960	07/29/16	10342	RAY O'HERRON CO., I	1031	6255	MISC UNIFORMS/EQUIP	0.00	1,412.64
1020	194960	07/29/16	10342	RAY O'HERRON CO., I	1031	6255	MISC UNIFORMS/EQUIP	0.00	1,196.81
1020	194960	07/29/16	10342	RAY O'HERRON CO., I	1031	6225	FREIGHT	0.00	8.20
1020	194960	07/29/16	10342	RAY O'HERRON CO., I	1031	6255	BATTERIES/CAP	0.00	18.43
TOTAL CHECK								0.00	2,804.08
1020	194964	07/29/16	12226	SAFETY LANE INSPECT	1045	6310	VEHICLE SAFETY TEST	0.00	31.00
1020	194966	07/29/16	13750	SECRETARY OF STATE	1032	6233	1948 AMERICAN LAFRA	0.00	71.00

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194967	07/29/16	12622	SOURCE ONE OFFICE P	1012	6230	LETTER TRAY/BINDER	0.00	74.06
1020	194968	07/29/16	11462	STATE INDUSTRIAL PR	1016	6315	AIR CARE PROGRAM	0.00	230.68
1020	194975	07/29/16	10274	THOMPSON AUTO SUPPL	1032	6233	ETCH&FILL PRIMER	0.00	9.99
1020	194975	07/29/16	10274	THOMPSON AUTO SUPPL	1032	6233	HALOGEN HEADLAMP	0.00	33.56
1020	194975	07/29/16	10274	THOMPSON AUTO SUPPL	1032	6233	HALOGEN CAPSULES	0.00	44.74
TOTAL CHECK								0.00	88.29
1020	194976	07/29/16	10501	TRAFFIC CONTROL & P	1045	6240	POST REFLECTORS	0.00	588.00
1020	194976	07/29/16	10501	TRAFFIC CONTROL & P	1045	6240	ARROW BOARD RENTAL	0.00	670.00
TOTAL CHECK								0.00	1,258.00
1020	194977	07/29/16	17902	TRIDENT INSURANCE S	1045	6505	CLAMIN# TNT-0136018	0.00	1,898.03
1020	194977	07/29/16	17902	TRIDENT INSURANCE S	1045	6505	CLAIM# TNT-0136018	0.00	35.00
1020	194977	07/29/16	17902	TRIDENT INSURANCE S	1045	6505	CLAIM# TNT-0136018	0.00	110.00
TOTAL CHECK								0.00	2,043.03
1020	194978	07/29/16	13666	VESSEL INC	1045	6240	PULV TOPSOIL	0.00	460.00
1020	194980	07/29/16	10483	W.E. HANNA SURVEYOR	1022	6355	REVISE TIF DESCRIPT	0.00	150.00
1020	194980	07/29/16	10483	W.E. HANNA SURVEYOR	1013	6355	ANNEXATION PLAT	0.00	250.00
1020	194980	07/29/16	10483	W.E. HANNA SURVEYOR	1013	6355	PLAT OF DISCONNECTI	0.00	175.00
1020	194980	07/29/16	10483	W.E. HANNA SURVEYOR	1013	6355	ANNEXATION PLAT	0.00	175.00
TOTAL CHECK								0.00	750.00
1020	194981	07/29/16	17602	WESSELS SHERMAN JOE	1012	6358	TELEPHONE PROGRAM	0.00	75.00
TOTAL CASH ACCOUNT								0.00	216,745.41
TOTAL FUND								0.00	216,745.41

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 11 - T.I.F. DISTRICT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194803	07/18/16	10246	IMAGE AWARDS AND EN	1109	6355	PLAQUES FOR BRIDGE	0.00	1,980.42
1020	194846	07/22/16	17968	MELISSA HARTMANN	1109	6420	TIF GRANT PAYOUT	0.00	9,500.00
1020	194870	07/22/16	16374	RIVER STREET BUILDI	1109	6420	TIF GRANT PAYOUT	0.00	8,050.00
1020	194870	07/22/16	16374	RIVER STREET BUILDI	1109	6420	TIF LOAN DISBURSEME	0.00	9,733.46
TOTAL CHECK								0.00	17,783.46
1020	194949	07/29/16	17970	MAHONEY, SILVERMAN	1109	6355	RE: EMINENT DOMAIN	0.00	618.75
1020	194952	07/29/16	13081	MIDWEST GROUNDCOVER	1109	6355	DOWNTOWN FLOWERS	0.00	94.50
1020	194952	07/29/16	13081	MIDWEST GROUNDCOVER	1109	6355	DOWNTOWN FLOWERS	0.00	142.80
1020	194952	07/29/16	13081	MIDWEST GROUNDCOVER	1109	6355	DOWNTOWN FLOWERS	0.00	30.00
TOTAL CHECK								0.00	267.30
TOTAL CASH ACCOUNT								0.00	30,149.93
TOTAL FUND								0.00	30,149.93

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 15 - CITY'S HEALTH BENEFIT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194838	07/22/16	15690	FIDELITY SECURITY L	1540	6132	JUL16 EYECARE PREMI	0.00	2,300.54
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	1540	6136	FITBIT	0.00	212.45
1020	194973	07/29/16	14264	SUN LIFE FINANCIAL	1540	6128	LIFEINSURANCE PREMI	0.00	4,018.91
TOTAL CASH ACCOUNT								0.00	6,531.90
TOTAL FUND								0.00	6,531.90

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	V1400	07/20/16	16218	AMERICAN ELECTRIC P	2164	6710	AEP - JUNE 2016	0.00	247,896.00
1020	V1401	07/22/16	11986	PJM SETTLEMENT INC	2164	6714	07/01/16-07/13/16-R	0.00	-6,409.28
1020	V1401	07/22/16	11986	PJM SETTLEMENT INC	2164	6711	07/01/2016-07/13/20	0.00	133,529.12
TOTAL CHECK								0.00	127,119.84
1020	V1402	07/29/16	11986	PJM SETTLEMENT INC	2164	6714	07/01/16-07/20/16-R	0.00	-8,574.55
1020	V1402	07/29/16	11986	PJM SETTLEMENT INC	2164	6711	07/01/2016-07/20/20	0.00	121,798.26
TOTAL CHECK								0.00	113,223.71
1020	194810	07/22/16	17782	ALPHA BUILDING MAIN	2164	6315	JUL16 JANITORIAL SV	0.00	325.00
1020	194812	07/22/16	10217	ANIXTER POWER SOLUT	21	1250	SPLICE MOLDED 15KV	0.00	267.60
1020	194812	07/22/16	10217	ANIXTER POWER SOLUT	21	1250	CONNECTOR	0.00	66.00
TOTAL CHECK								0.00	333.60
1020	194821	07/22/16	16400	BATTERIES PLUS BULB	2164	6264	12V LEAD	0.00	119.70
1020	194849	07/22/16	10242	ILLINOIS MUNICIPAL	2164	6210	HEAT SAFETY MEETING	0.00	125.00
1020	194851	07/22/16	11404	INTERSTATE BATTERY	2164	6310	SRM-24	0.00	173.90
1020	194856	07/22/16	10414	KON PRINTING, INC.	2164	6230	ENVELOPES	0.00	50.86
1020	194861	07/22/16	10280	MENARDS	2164	6264	MASKS/STL HANDLE	0.00	45.87
1020	194861	07/22/16	10280	MENARDS	2164	6264	MISC SUPPLIES	0.00	87.32
TOTAL CHECK								0.00	133.19
1020	194869	07/22/16	10525	RESCO	21	1250	AMPACT SHELL BLUE	0.00	266.00
1020	194877	07/22/16	16221	SIEMENS INDUSTRY IN	2164	6322	FIELD SERVICE CALL	0.00	934.47
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	2164	6233	MISC AUTO SUPPLIES	0.00	61.24
1020	194883	07/22/16	10501	TRAFFIC CONTROL & P	2161	6435	ARROW BOARD RENTAL	0.00	1,125.00
1020	194886	07/22/16	14833	VERIZON WIRELESS	2164	6250	CELL PHONE SERVICE	0.00	512.43
1020	194886	07/22/16	14833	VERIZON WIRELESS	2162	6250	CELL PHONE SERVICE	0.00	69.20
TOTAL CHECK								0.00	581.63
1020	194890	07/22/16	10311	WESCO DISTRIBUTION	2164	6264	210LB PULL LINE	0.00	36.50
1020	194890	07/22/16	10311	WESCO DISTRIBUTION	2164	6264	FLOOD LAMP	0.00	180.00
1020	194890	07/22/16	10311	WESCO DISTRIBUTION	21	1250	MACHINE BOLTS	0.00	67.00
1020	194890	07/22/16	10311	WESCO DISTRIBUTION	2164	6264	210LB PULL LINE	0.00	109.50
1020	194890	07/22/16	10311	WESCO DISTRIBUTION	21	1250	PHOTOCELL LIGHTING	0.00	173.00
1020	194890	07/22/16	10311	WESCO DISTRIBUTION	2164	6264	BANNER ARM	0.00	625.00
TOTAL CHECK								0.00	1,191.00
1020	194909	07/29/16	10217	ANIXTER POWER SOLUT	21	1254	ITRON C1SR MTR FM2S	0.00	17,262.00
1020	194912	07/29/16	10378	ARAMARK	2164	6255	UNIFORM RENTAL-ELEC	0.00	417.45

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194913	07/29/16	10378	ARAMARK	2162	6255	UNIFORM RENTAL-METE	0.00	114.00
1020	194914	07/29/16	10378	ARAMARK	2164	6264	PUBLIC WORKS-MATS	0.00	49.00
1020	194915	07/29/16	11904	ASPLUNDH TREE EXPER	2164	6357	TREE TRIMMING	0.00	2,855.76
1020	194915	07/29/16	11904	ASPLUNDH TREE EXPER	2164	6357	TREE TRIMMING	0.00	6,130.40
TOTAL CHECK								0.00	8,986.16
1020	194916	07/29/16	11812	AT & T	2164	6355	CONTRACTUAL SVCS	0.00	25.36
1020	194917	07/29/16	16629	AVANT ENERGY	2164	6712	OPERATIONS SVCS-JUN	0.00	5,162.60
1020	194917	07/29/16	16629	AVANT ENERGY	2164	6355	NERC COMPLIANCE-JUN	0.00	1,192.16
TOTAL CHECK								0.00	6,354.76
1020	194922	07/29/16	11074	COMED	2164	6260	ACCT# 4603066006	0.00	39.71
1020	194923	07/29/16	17263	C-STORM ELECTRONICS	21	1540	ELEC OVERPAY REFUND	0.00	83.61
1020	194925	07/29/16	10170	DON'S SHARPENING CE	2164	6340	MISC SUPPLIES	0.00	72.25
1020	194929	07/29/16	12870	FASTENAL COMPANY	2164	6264	MISC PARTS	0.00	4.74
1020	194936	07/29/16	17971	PATRICIA GUITIERREZ	21	1540	ELEC OVERPAY REFUND	0.00	27.11
1020	194939	07/29/16	16052	KENNETH HARTMANN	2164	6355	POLE ATTACHMENT PRG	0.00	291.67
1020	194940	07/29/16	17973	BARBARA HOSKINS	21	1540	ELEC OVERPAY REFUND	0.00	142.77
1020	194942	07/29/16	12171	INNOVATIVE MECHANIC	2164	6315	BLOWER MOTOR	0.00	380.00
1020	194942	07/29/16	12171	INNOVATIVE MECHANIC	2164	6315	COMPRESSOR/FAN	0.00	2,505.00
TOTAL CHECK								0.00	2,885.00
1020	194943	07/29/16	12103	J.C. SCHULTZ ENTERP	2164	6264	ASSORTED FLAGS	0.00	145.92
1020	194945	07/29/16	17896	JENNER & BLOCK LLP	2164	6355	LGL SVCS-PRAIRIESTA	0.00	24,124.55
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	2164	6355	FUEL	0.00	38.16
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	2164	6264	AMAZON-SUNSCREEN	0.00	25.16
TOTAL CHECK								0.00	63.32
1020	194950	07/29/16	10280	MENARDS	2164	6264	30AMP 2-POLE BREAKE	0.00	10.25
1020	194950	07/29/16	10280	MENARDS	2164	6264	4X6-8' LUMBER	0.00	15.20
1020	194950	07/29/16	10280	MENARDS	2164	6264	4X6-8' LUMBER	0.00	-15.20
1020	194950	07/29/16	10280	MENARDS	2164	6264	200A PED MTR SCKT/B	0.00	393.89
TOTAL CHECK								0.00	404.14
1020	194955	07/29/16	11070	OLLIE'S GARAGE, INC	2164	6310	AC SERVICE-FREON	0.00	121.43
1020	194961	07/29/16	10525	RESCO	21	1250	ARRESTER RISER 9KV	0.00	1,332.00
1020	194963	07/29/16	16998	SAFEGUARD PROPERTIE	21	1540	ELEC OVERPAY REFUND	0.00	12.42

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194971	07/29/16	17972	LORI ST. VINCENT	21	1540	ELEC OVERPAY REFUND	0.00	73.59
1020	194972	07/29/16	15806	SUNBELT RENTALS	2161	6435	EXCAVATOR RENTAL	0.00	2,468.67
1020	194982	07/29/16	16623	GARY STARMAN	21	1203	CHILD SUPPORT OVERA	0.00	300.00
TOTAL CASH ACCOUNT								0.00	559,461.77
TOTAL FUND								0.00	559,461.77

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194810	07/22/16	17782	ALPHA BUILDING MAIN	3073	6315	JUL16 JANITORIAL SV	0.00	325.00
1020	194811	07/22/16	10048	ANDERSON PEST CONTR	3072	6315	PEST CONTROL SVCS	0.00	368.40
1020	194823	07/22/16	15580	CARUS CORPORATION	3072	6258	RETURN-HYPOCHLORITE	0.00	-840.00
1020	194823	07/22/16	15580	CARUS CORPORATION	3072	6258	CARUSOL/CARUS	0.00	5,404.50
TOTAL CHECK								0.00	4,564.50
1020	194845	07/22/16	10206	HACH COMPANY	3072	6258	SPADNS2 FLUORIDE RG	0.00	202.64
1020	194849	07/22/16	10242	ILLINOIS MUNICIPAL	3073	6210	HEAT SAFETY MEETING	0.00	125.00
1020	194856	07/22/16	10414	KON PRINTING, INC.	3073	6230	ENVELOPES	0.00	50.87
1020	194861	07/22/16	10280	MENARDS	3073	6264	MISC SUPPLIES	0.00	343.88
1020	194861	07/22/16	10280	MENARDS	3073	6264	MISC SUPPLIES	0.00	146.72
TOTAL CHECK								0.00	490.60
1020	194881	07/22/16	12390	SUBURBAN LABORATORI	3072	6355	WATER TESTING	0.00	610.00
1020	194886	07/22/16	14833	VERIZON WIRELESS	3072	6250	CELL PHONE SERVICE	0.00	307.30
1020	194888	07/22/16	10766	WATER PRODUCTS COMP	3073	6281	MISC SUPPLIES	0.00	831.60
1020	194908	07/29/16	10048	ANDERSON PEST CONTR	3073	6355	SWR MANHOLE TREATME	0.00	42.00
1020	194913	07/29/16	10378	ARAMARK	3073	6255	UNIFORM RENTAL-WATE	0.00	162.90
1020	194914	07/29/16	10378	ARAMARK	3073	6315	PUBLIC WORKS-MATS	0.00	49.00
1020	194927	07/29/16	10457	EJ EQUIPMENT INC	3073	6233	VEHICLE PARTS #3945	0.00	621.50
1020	194930	07/29/16	10001	1ST AYD CORPORATION	3073	6264	FLANNEL WIPERS	0.00	168.12
1020	194934	07/29/16	10374	GRAINGER, INC.	3072	6276	MIXED FLOW DUCT FAN	0.00	658.00
1020	194937	07/29/16	10206	HACH COMPANY	3072	6258	FERROVER IRON ACCUV	0.00	161.45
1020	194943	07/29/16	12103	J.C. SCHULTZ ENTERP	3073	6264	ASSORTED FLAGS	0.00	145.92
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	3073	6202	MEAL-ACE CONFERENCE	0.00	15.00
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	3073	6264	AMAZON-SUNSCREEN	0.00	25.17
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	3073	6211	PARKING FEES-CONFER	0.00	46.00
TOTAL CHECK								0.00	86.17
1020	194950	07/29/16	10280	MENARDS	3073	6264	WATER	0.00	5.28
1020	194950	07/29/16	10280	MENARDS	3073	6264	PERMA-WASH CLEANER	0.00	23.97
1020	194950	07/29/16	10280	MENARDS	3073	6264	PERMA-WASH CLEANER	0.00	23.97
TOTAL CHECK								0.00	53.22
1020	194951	07/29/16	10332	MID AMERICAN WATER,	3073	6281	MISC PARTS	0.00	74.92

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194959	07/29/16	10460	JANA CRISCI - PETTY	3073	6230	BANNER-WTP TOUR	0.00	15.99
1020	194959	07/29/16	10460	JANA CRISCI - PETTY	3073	6202	MEALS-SEWER WORK	0.00	61.16
TOTAL CHECK								0.00	77.15
1020	194965	07/29/16	10272	SAM'S CLUB DIRECT C	3072	6264	MISC SUPPLIES	0.00	74.06
1020	194969	07/29/16	11319	ST. CHARLES TRADING	3072	6258	SALT CULINOX	0.00	3,133.36
1020	194974	07/29/16	10196	SUPERIOR ASPHALT MA	3073	6240	ASPHALT	0.00	345.68
1020	194978	07/29/16	13666	VESSEL INC	3073	6240	PULV TOPSOIL	0.00	184.00
1020	194979	07/29/16	10354	WATER SOLUTIONS UNL	3072	6258	DRY BLENDED PHOSPHA	0.00	5,595.00
TOTAL CASH ACCOUNT								0.00	19,508.36
TOTAL FUND								0.00	19,508.36

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 31 - SEWER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194805	07/22/16	13629	ADDISON ELECTRIC	3182	6340	SVC CALL/PARTS	0.00	680.20
1020	194806	07/22/16	14502	ADVANCE AUTO PARTS	3182	6310	OIL FILTER	0.00	18.73
1020	194807	07/22/16	12230	ADVANCED DISPOSAL	3182	6286	MUNICIPAL SLUDGE	0.00	10,579.93
1020	194809	07/22/16	12230	ADVANCED DISPOSAL	3182	6286	COMM FL TRASH	0.00	50.00
1020	194813	07/22/16	10378	ARAMARK	3182	6255	UNIFORM RENTAL-WW	0.00	152.00
1020	194821	07/22/16	16400	BATTERIES PLUS BULB	3182	6340	12V BATTERY TENDER	0.00	28.99
1020	194837	07/22/16	10184	FEECE OIL CO	3182	6340	CONOCO FLEET 15W40	0.00	72.96
1020	194849	07/22/16	10242	ILLINOIS MUNICIPAL	3182	6210	HEAT SAFETY MEETING	0.00	125.00
1020	194859	07/22/16	10377	MCMASTER-CARR SUPPL	3182	6340	SPRAY & STREAM NOZZ	0.00	155.64
1020	194861	07/22/16	10280	MENARDS	3182	6315	GALV NIPPLE	0.00	1.95
1020	194861	07/22/16	10280	MENARDS	3182	6315	MISC SUPPLIES	0.00	10.28
TOTAL CHECK								0.00	12.23
1020	194882	07/22/16	10274	THOMPSON AUTO SUPPL	3182	6310	BLADE FUSES	0.00	3.38
1020	194886	07/22/16	14833	VERIZON WIRELESS	3182	6250	CELL PHONE SERVICE	0.00	191.83
1020	194913	07/29/16	10378	ARAMARK	3183	6255	UNIFORM RENTAL-SEWE	0.00	54.30
1020	194927	07/29/16	10457	EJ EQUIPMENT INC	3183	6340	WATER TANK	0.00	1,202.41
1020	194950	07/29/16	10280	MENARDS	3182	6315	MISC SUPPLIES	0.00	77.59
1020	194954	07/29/16	14987	NORTHERN ILLINOIS B	3182	6355	TESTED BCKFLW DEVIC	0.00	474.75
1020	194962	07/29/16	16971	RJN GROUP INC	3183	6440	1ST ST FLW MONITORI	0.00	6,238.07
TOTAL CASH ACCOUNT								0.00	20,118.01
TOTAL FUND								0.00	20,118.01

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 42 - DEERPATH BRIDGE REHAB

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194921	07/29/16	13946	CIVILTECH ENGINEERI	4242	6474	DEERPATH RD BRIDGE	0.00	14,915.61
TOTAL CASH ACCOUNT								0.00	14,915.61
TOTAL FUND								0.00	14,915.61

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 45 - SAFE ROUTES TO SCHOOL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194848	07/22/16	16303	HR GREEN INC	4541	6474	SAFE ROUTES TO SCHO	0.00	170.94
1020	194848	07/22/16	16303	HR GREEN INC	4541	6474	SAFE ROUTES TO SCHO	0.00	856.18
TOTAL CHECK								0.00	1,027.12
TOTAL CASH ACCOUNT								0.00	1,027.12
TOTAL FUND								0.00	1,027.12

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 48 - CITY HALL CAPITAL IMPROVE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194855	07/22/16	15137	KC PAINTING & DECOR	4848	6472	PRIME/PAINT NEW DRY	0.00	1,644.56
1020	194879	07/22/16	10345	STEINER ELECTRIC CO	4848	6472	MISC ELEC SUPPLIES	0.00	868.00
1020	194879	07/22/16	10345	STEINER ELECTRIC CO	4848	6472	MISC ELEC SUPPLIES	0.00	705.88
1020	194879	07/22/16	10345	STEINER ELECTRIC CO	4848	6472	MISC ELEC SUPPLIES	0.00	467.24
TOTAL CHECK								0.00	2,041.12
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	4848	6472	G.W. BERKHEIMER	0.00	106.47
1020	194970	07/29/16	10345	STEINER ELECTRIC CO	4848	6472	SERVER RM ELEC SPLY	0.00	1,302.00
TOTAL CASH ACCOUNT								0.00	5,094.15
TOTAL FUND								0.00	5,094.15

SELECTION CRITERIA: transact.trans_date between '20160718 00:00:00.000' and '20160729 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 7/16

FUND - 61 - TRUST & AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194819	07/22/16	17967	BATAVIA LIONS CLUB	61	1904	UNUSED DONATION MON	0.00	501.00
1020	194835	07/22/16	16916	ESSENTIAL EQUIPMENT	61	1904	THERML IMAGING CAME	0.00	6,899.00
1020	194947	07/29/16	10092	JPMORGAN CHASE BANK	61	1916	BIKINGBATAVIA HOSTI	0.00	19.99
TOTAL CASH ACCOUNT								0.00	7,419.99
TOTAL FUND								0.00	7,419.99
TOTAL REPORT								0.00	880,972.25

CITY OF BATAVIA

TO: Jeffery D. Schielke, Mayor

FROM: Ed Jancauskas, Deputy Fire Chief

DATE: July 25, 2016

RE: Proclamation Recognizing Sonoco Alloyd Emergency Response Team

On June 21, 2016 the Sonoco Alloyd Emergency Response Team was integral in the saving of life at their facility at 1500 Paramount Parkway.

The Fire Department is requesting that you read the attached Proclamation at the City Council meeting being held on August 1, 2016 to honor these employees and their quick lifesaving actions.

The following is an informational release distributed by Sonoco Alloyd that describes the incident. I have also attached a photo of the employees involved.

On Tuesday, June 21, a life was saved at Alloyd's Batavia, Ill. facility because of the phenomenal efforts of the EMRT team, combined with excellent training and supporting resources outlined in Sonoco's Safety Culture.

After riding his bike to work, at 5:40 a.m., a senior associate had a heart attack in the locker room. Two EMRT team members were also in the locker room. Hastily calling other EMRT team members into the room, the group immediately took life-saving action.

- *Sal Chavez (Die Cutting Helper) began providing step-by-step guidance to direct the life saving measures.*
- *Sergio Cabral (Pressman) called 911 and stayed on the phone with the operator, gathering guidance and providing direction.*
- *Bob Doss (Pressman) and Luis Martinez (Maintenance Lead) immediately dropped to the floor, opened the associate's airway and began chest compressions.*
- *Nick Sotelo (Pressman) went to get the AED device.*
- *Gerry Chavez (2nd Pressman) held the associate's head in place while chest compressions were administered.*
- *Deb Koester (Safety and HR Coordinator), the point person on all related activities who was moments away from starting weekly safety training in the plant, calmed the rest of the plant.*

When it was apparent the associate had no pulse, and the ambulance had not yet arrived, Bob Doss took the scissors and cut away the patient's shirt. Bob asked Luis to take over chest compressions while he and Nick Sotelo put the AED in position. Luis applied electrodes to him, and

the AED was fired. This was vital because it kept the heart in the "fluttering" mode, which ultimately gave the AED the signal that something was wrong

Upon firing the AED, the associate jolted and regained his heartbeat. Moments later the ambulance arrived, and swept the patient away.

It's important to note that none of these EMRT team members had every done chest compressions on a person, nor had any ever used the AED. They simply trusted their training.

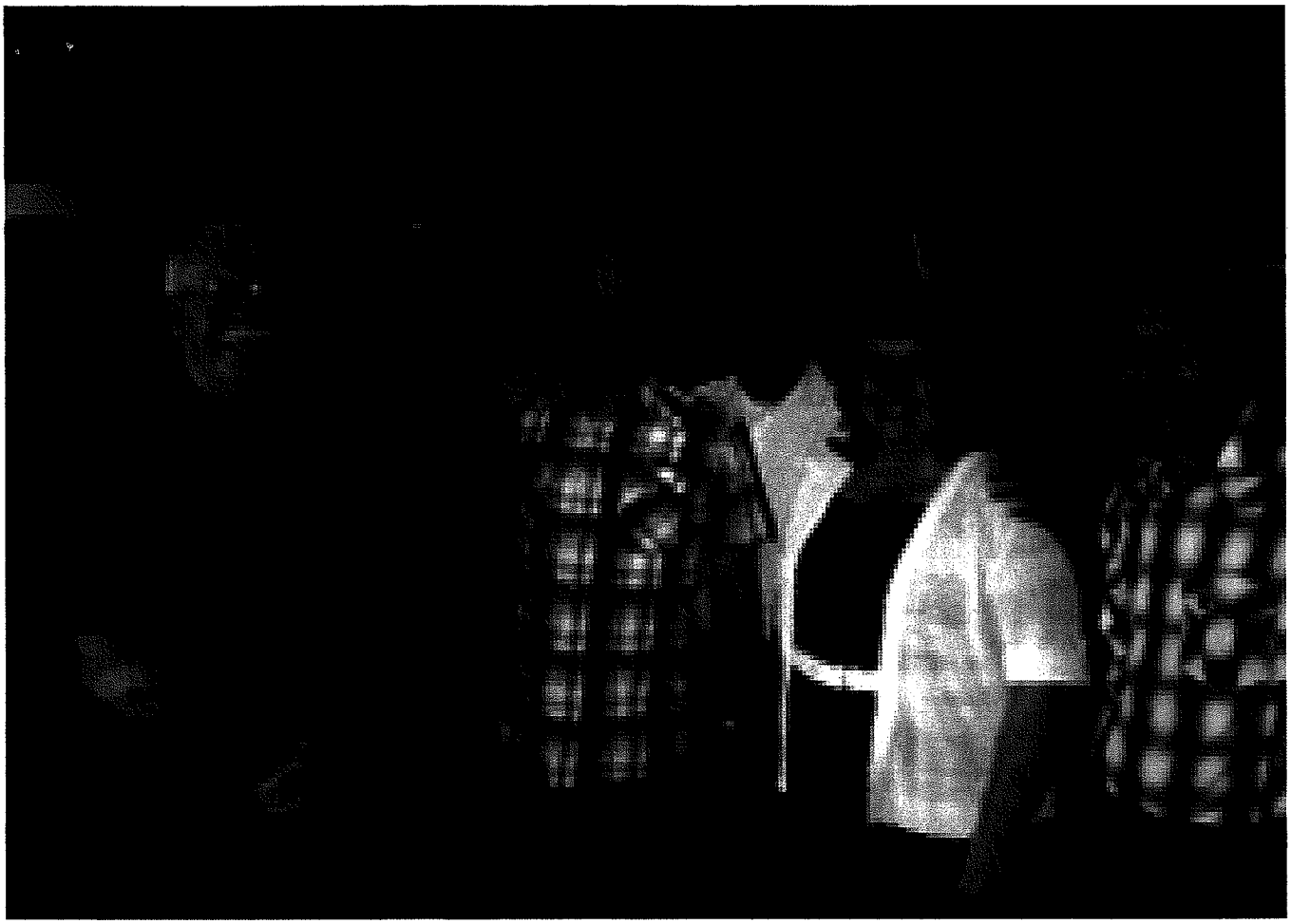
From the associate's wife: The doctor is totally impressed with the Sonoco team and the fact the company had an AED. The doctor told me the EMRT team, having the AED and knowing how to use it definitely saved a life today.

From President and CEO Jack Sanders: Not every day do you get to save someone's life. I am extremely proud of the EMRT's all across Sonoco. It's a big responsibility and sometimes it pays off BIG.

From Senior Vice President, Global Consumer Packaging and Services, Rob Tiede: Words cannot adequately describe what you as individuals, and you collectively, did to alter the outcome of a colleague's LIFE. What you did was SIGNIFICANT not only in the life of our coworker but in the life of his family and our family within the plant. Your caring attitude, acting without hesitation, doing what you believed to be right, and taking the time to train yourselves in the procedures is a selfless act on your part.

For any further information, questions, etc., please do not hesitate to contact me.

cc: City Council
William McGrath, City Administrator
Laura Newman, City Administrator
Heidi Wetzel, City Clerk
Randy Deicke, Fire Chief



Proclamation

A PROCLAMATION RECOGNIZING:

Sal Chavez, Sergio Cabral, Bob Doss, Luis Martinez, Nick Sotelo, Gerry Chavez, and Deb Koester

FOR ACTIONS TAKEN TO SAVE THE LIFE OF A COWORKER

WHEREAS, on June 21 2016, a life was saved at Sonoco Alloyd in Batavia, Ill. due to phenomenal efforts of the on-site EMRT (Emergency Response Team).

WHEREAS, at 5:40 a.m., after a bike ride to work, a senior associate suffered a heart attack in the locker room and went into cardiac arrest. Two EMRT team members in the locker room at the time called other EMRT team members and immediately began life-saving efforts.

WHEREAS, **Sal Chavez** (Die Cutting Helper) began guidance to direct the life saving measures.
Sergio Cabral (Pressman) called 911 and stayed on the phone with the operator.
Bob Doss (Pressman) and **Luis Martinez** (Maintenance Lead) immediately opened the associate's airway and began chest compressions.
Nick Sotelo (Pressman) went to get the AED device.
Gerry Chavez (2nd Pressman) stayed at the associate's head while chest compressions were administered.
Deb Koester (Safety and HR Coordinator), calmed the rest of the plant and provided vital information.

WHEREAS, after initiating CPR and administering a shock with the AED, the associate regained his heartbeat and moments later the ambulance arrived, transporting the associate to the Hospital where he made a full recovery.

WHEREAS, the caring attitude and acting without hesitation, saved the life of a coworker, giving the senior associate a new lease on life.

WHEREAS, the Sonoco Alloyd Company under the leadership of President and CEO Jack Sanders is commended for the establishment and continued support of a well trained Emergency Response Team.

NOW, THEREFORE, IT IS PROCLAIMED, this 1st day of August, 2016, by Jeffery D. Schielke, Mayor of the City of Batavia, Illinois, that the citizens of Batavia express their sincere gratitude and warm appreciation to the Sonoco Alloyd Emergency Response Team for your efforts to assist a coworker in need.

Jeffery D Schielke
Mayor

CITY OF BATAVIA

DATE: **July 27, 2016**
TO: **Batavia City Council**
FROM: **Chris Aiston, Economic Development Consultant**
SUBJECT: **Resolution 16-61-R, "Resolution Expressing Official Intent Regarding Certain Expenditures to be Reimbursed from the Special Tax Allocation Fund from Proceeds of an Obligation Issued, if any, or Other Resources from Such Fund in Connection with a Proposed Tax Increment Financing District Commonly Described as the Washington-Wilson District Redevelopment Project Area".**

Summary

Attached please find a proposed "Resolution Expressing Official Intent Regarding Certain Expenditures to be Reimbursed from the Special Tax Allocation Fund from Proceeds of an Obligation Issued, if any, or Other Resources from Such Fund in Connection with a Proposed Tax Increment Financing District Commonly Described as the Washington-Wilson District Redevelopment Project Area" (hereafter, "Resolution of Intent" or "Resolution"). This resolution is also commonly called the "Inducement Resolution".

Approving this Resolution is consistent with the requirements set forth in state statues in advance of obligating any future TIF funds to pay eligible costs pursuant to said statutes, to include costs associated with completing the Redevelopment Project and Plan document, a requirement in advance of formally establishing a Washington-Wilson Tax Increment Financing District. This Resolution also will serve as the official notification to other affected taxing districts of the City's intent to create the new TIF district.

Background

You will recall that on July 12th, the COW reviewed the report, "Washington-Wilson Tax Increment Financing District Eligibility Findings". This report concludes that there is sufficient evidence to prove that the subject 4.65-acre proposed Washington-Wilson District redevelopment project area may be designated as a "conservation area" tax increment financing district, in accordance with applicable state statutes. Upon learning of these findings, and after being duly advised by staff, the COW determined that it was appropriate to undertake the next phase in pursuing formal TIF district designation for the Washington Wilson District, to wit: completing a Redevelopment Project and Plan document.

After its adoption, this Resolution will be mailed to all taxing bodies having jurisdiction over any property located within the boundaries of the proposed TIF district. This will action will serve notify these district's of the City's intent to further pursue a TIF designation for the Washington-Wilson District redevelopment area.

Budget Impact
Although actual approval of the Resolution of Intent itself will not result in any immediate cost implications for the City, as the City will begin to incur expenses (initially "soft cost", e.g., professional financial/bond counsel, other legal counsel, engineering/survey services) toward further efforts required in TIF district designation, and as these expenses are typically found to be eligible for reimbursement from TIF funds, if and when a TIF district is designated and ultimately creates tax increment to provide such funds, such costs may be eligible for reimbursement.

Staffing Impact
There is sufficient staff time, including by extension, existing economic development consulting resources, to meet the above described charge in pursuing activities toward TIF district designation.

Timeline for Actions
Approving the subject Resolution will allow the City and private property owners and/or development interests to begin incurring expenses that may ultimately be reimbursed through TIF increment funding.

COW Recommendation
On July 19th, the COW unanimously voted to recommend the City Council approve Resolution 16-61-R.

Staff Recommendation
Staff recommends that the City Council approve of the Resolution 16-61-R, Resolution of Intent.

Attachments:
Resolution, including Exhibit Legal Description of proposed Washington-Wilson District Redevelopment Project Area.

CC: Mayor Schielke
Bill McGrath
Department Heads

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-61-R

A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING CERTAIN EXPENDITURES TO BE REIMBURSED FROM THE SPECIAL TAX ALLOCATION FUND FROM PROCEEDS OF AN OBLIGATION ISSUED, IF ANY, OR OTHER RESOURCES FROM SUCH FUND IN CONNECTION WITH A PROPOSED TAX INCREMENT FINANCING DISTRICT COMMONLY DESCRIBED AS THE WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT AREA

WHEREAS, the City of Batavia (the "City") is contemplating the formation of a tax increment financing district commonly described as the Washington-Wilson District Redevelopment Project Area (the "District") for certain real property depicted in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, certain expenditures have been or may be made in anticipation of a Redevelopment Plan, or the initiation of a municipal or public redevelopment program prior to the formal adoption of the ordinances necessary to implement the full powers of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq*., as amended (the "Act") for the District. It is the intent of the Corporate Authorities to utilize the financing provisions of the Act to recapture such expenses, to the extent that they are eligible, if and when the necessary implementation ordinances are passed and certified; and

WHEREAS, certain other expenditures relating to projects to be undertaken on private properties within the proposed District ("Projects") in anticipation of a Redevelopment Plan have been or will be paid within sixty (days) prior to or after the passage of this Resolution; and

WHEREAS, the aforesaid expenditures, and others as deemed eligible "Redevelopment Project Costs" (the "Expenditures") defined by the Act, may be initially paid from the general fund of the City or by others; and

WHEREAS, the City reasonably expects to reimburse itself and/or others for the Expenditures from the Special Tax Allocation Fund for the District and/or with proceeds of an obligation to be issued by the City, if any, once a Redevelopment Plan has been adopted for the District, assuming that one is adopted.

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

SECTION 1. That the foregoing recitals are incorporated herein by this express reference.

SECTION 2. That the City determines that the Expenditures were made in anticipation of a the formation and approval of a Redevelopment Plan and with the expectation that they are eligible to be reimbursed from the Special Tax Allocation Fund for the District and/or with proceeds of an obligation to be issued by the city, if any, assuming that the District qualifies under the Act and a Redevelopment Plan is approved for the District.

SECTION 3. That the maximum principal amount of such obligation expected to be issued, if any, for reimbursement of the Expenditures in connection with the Project is $15,000,000.00.

SECTION 4. The name, address and phone number of the Municipal officer who can be contacted for additional information about the proposed redevelopment project area, and who should receive all comments and suggestions regarding the redevelopment of the area is Laura M. Newman, City Administrator, City of Batavia, 100 North Island Avenue, Batavia, Illinois, 60510, telephone #630-454-2060.

SECTION 5. The adoption of tax increment financing designation for the District would not result in the displacement of residents from ten or more inhabited residential units, and, therefore, no ordinance or resolution providing for a feasibility study involving housing impact study will be adopted.

SECTION 6. That the officials, officers and employees of the City are hereby authorized to take further actions as are necessary to carry out the intent and purpose of this Resolution.

SECTION 7. This Resolution of Intention shall not obligate or impose a duty upon the Corporate Authorities to employ or institute the power derived under the Act.

SECTION 8. That this Resolution is a declaration of official intent under Treas. Reg. Section 1.15-0-2 and under the Act.

SECTION 9: A copy of this Resolution shall be sent to each taxing district which may be affected by the adoption of the proposed TIF District immediately upon the passage of this Resolution.

SECTION 10. That this Resolution shall be in full force and effective immediately upon its passage in the manner provided by law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, on the ____ day of August, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, on the ____ day of August, 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:

_____

Christine Simkins, Deputy City Clerk

EXHIBIT A

WASHINGTON-WILSON DISTRICT
TAX INCREMENT FINANCING DISTRICT LEGAL DESCRIPTION:

CITY OF BATAVIA-EAST SIDE TIF DISTRICT:

THAT PART OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 9 OF THE ORIGINAL TOWN OF BATAVIA, KANE COUNTY, ILLINOIS; THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF WASHINGTON AVENUE TO THE NORTHERLY LINE OF WILSON STREET; THENCE EASTERLY, ALONG SAID NORTHERLY LINE, TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 10 FEET OF LOT 3 IN BLOCK 1 OF WILSON'S ADDITION TO BATAVIA; THENCE SOUTHERLY, ALONG SAID EXTENSION AND WEST LINE TO THE SOUTH LINE OF THE NORTH 158 FEET OF SAID LOT 3; THENCE WESTERLY, ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION TO THE WEST LINE OF WASHINGTON AVENUE; THENCE NORTHERLY, ON SAID WEST LINE TO THE SOUTH LINE OF SAID WILSON STREET; THENCE WESTERLY, ALONG SAID SOUTH LINE TO A POINT THAT IS SOUTHERLY OF THE SOUTHEAST CORNER OF LOT 3 IN BLOCK 7 OF SAID ORIGINAL TOWN OF BATAVIA, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLE TO THE NORTHERLY LINE OF SAID WILSON STREET; THENCE NORTHERLY, ON SAID LINE TO SAID SOUTHEAST CORNER; THENCE NORTHERLY, ON THE EAST LINE OF SAID LOT 3 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF LOT 2 OF SAID BLOCK 7, A DISTANCE OF 10.0 FEET; THENCE WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 2 TO THE WEST LINE THEREOF; THENCE CONTINUING WESTERLY, ON A LINE PERPEDICULAR TO SAID WEST LINE, TO THE WEST LINE OF RIVER STREET; THENCE NORTHERLY, ALONG SAID WEST LINE TO THE NORTH LINE OF STATE STREET EXTENDED WEST; THENCE EASTERLY, ALONG SAID EXTENSION AND SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

CONTAINING 4.65 ACRES, MORE OR LESS.

CITY OF BATAVIA

DATE: **July 19, 2016**
TO: **Committee of the Whole - Utilities**
FROM: **John Dillon**
SUBJECT: **RESOLUTION 16-66-R, Task Order #21, Sanitary Sewer Evaluation Survey (SSES) Cherry Park Sewer Basin**

RJN Engineers has recently completed the 2015 East Side Flow Monitoring and Modeling Report associated with the sanitary sewer system in the Cherry Park Lift Station area. The study area boundaries were generally from Wintergreen Terrace (then south) and east of Raddant Rd. in the Cherry Park; 14th Colony and Woodland Hills area. You may recall this section of the City has had numerous sanitary sewer related issues during heavy rain events (June 15, 2015), including some basement sewer back-ups and flooding.

The RJN report model was able to simulate the June 15, 2015 rain event and identify the causes of the flooding. Mr. Mike Young, RJN Group, will be on-hand at the Committee Meeting to present the findings of the 2015 Study.

RJN has also provided the City with a proposal (Task Order) based on the first recommendation of the recently completed Study. The proposal includes smoke testing of sewers and manhole inspections in this area. These are investigation techniques to identify specific sources of clear water flow into the sanitary sewer that can then be removed or rehabilitated. RJN will also provide engineering services relative to the pumping levels associated with the Cherry Park Lift Station.

City Council recommendation: Approval of Resolution 16-66-R authorizing the Mayor and City Clerk to enter into agreement with RJN Group, Wheaton, IL. for Cherry Park sanitary sewer evaluation survey (SSES) for an amount not to exceed $58,450.

C: Mayor & City Council
Laura Newman
Bill McGrath
Gary Holm
Peggy Colby
Rahat Bari
Tim Grimm

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-66-R

AUTHORIZING EXECUTION OF TASK ORDER #21, PROFESSIONAL ENGINEERING SERVICES FOR CHERRY PARK SEWER BASIN SANITARY SEWER EVALUATION SURVEY

WHEREAS, the City of Batavia has identified the need for professional engineering services related to the inspection of sanitary sewers in the Cherry Park Sewer Basin; and

WHEREAS, the City of Batavia requested a Task Order for the project from RJN Group; and

WHEREAS, RJN Group has the appropriate expertise and experience necessary to provide the engineering services related to the study of the sewers in the Cherry Park Sewer Basin; and

WHEREAS, the total cost of said engineering services is in the amount not to exceed $58,450.00; 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 execute the Contract with RJN Group, Wheaton, Illinois, attached hereto as Exhibit A, for engineering services in the amount not to exceed $58,450.00.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of August, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of August, 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: 0 Ayes 0 Nays 0 Absent Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

_____

Christine Simkins, Deputy City Clerk

TASK ORDER NO. 21

REGARDING GENERAL AGREEMENT BETWEEN CITY OF BATAVIA

AND

RJN GROUP, INC.

Project Description:

Engineering Services for Sanitary Sewer Evaluation Survey (SSES) Cherry Park Sewer Basin

Scope of Services:

See attached Proposal

Estimated Fee for Services:

$58,450.00

Proposed _____ Date _____

RJN Group, Inc..

Approved: _____ Date: _____

Jeffery D. Schielke
Mayor, City of Batavia

rjngroup
The Choice for Collection System Solutions

July 19, 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
CHERRY PARK LS SANITARY SEWER EVALUATION SURVEY

Dear Mr. Dillon:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Batavia, Illinois (City) for sanitary sewer evaluation services in the area upstream and just downstream of the Cherry Park Lift Station. This includes smoke testing, manhole inspection and evaluating if the floats for the lift station can be adjusted.

PROJECT UNDERSTANDING

On June 15, 2015, over 3 inches of rain fell within a short period of time that caused flooding issues and basement backups in some parts of the City. One of the affected locations was the area just downstream of the Cherry Park Lift Station.

RJN completed flow monitoring in this area from September to December 2015 and modeled the area to identify the cause of the basement backups. During prolonged, intense rain events, excess flow in the area tributary to the lift station can cause a second pump to activate. The additional flow from the second pump combined with excess flow entering the system just downstream of the lift station can exceed the capacity of the sewer system, which contributes to the basement backups. This proposal is based on one of the recommendations from the report, which is to complete a sanitary sewer evaluation study of this area (shown on the attached exhibit).

PROJECT APPROACH

Using the methods outlined below, RJN will use smoke testing to identify various defects in the collection system, as well as to find contributing sources of I/I. Commonly identified concerns include leaky manholes, cracked main lines and laterals, connected downspouts, directly connected storm sewers, connected foundation drains, area, patio, and driveway drains, and

broken cleanouts. Additionally, indirect connections such as leaking storm sewers crossing sanitary sewers can also be identified.

In the smoke testing process, harmless smoke is blown into a sewer segment through manholes at both ends. Defects are identified by where smoke exits the ground or structure. Smoke testing is only as effective as the process used. The RJN process uses a 4-person crew and smoke tests only one segment at a time using two smoke blowers on consecutive manholes. A GPS location is acquired for each defect, and a photo is taken.

A manhole inspection program will provide many benefits to the City including mapping updates, identification of inflow and infiltration, confirmation of connecting pipes, and detection of structural problems in need of rehabilitation. Manhole inspections include a surface inspection of the manhole to identify frame and lid defects and other structural defects in the manhole. Manhole and pipe sizes and inverts will also be estimated where accessible in addition to numerous photographs documenting the manhole condition.

The information provided by the City indicates that there are 35,594 feet of sewers to be smoke tested and 191 manholes to be inspected within the identified sub-basins. This includes 84 manholes in the area upstream of the lift station where survey grade GPS will also be collected for the manhole rim elevations to assist in determining a new lag pump set point for the lift station.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is as follows:

TASK 1 – SMOKE TESTING

1. Prepare a draft resident smoke testing notification letter for the City to send to the affected residents and business owners. The letters will include RJN contact information for use during the smoke testing.

2. Prepare smoke testing door hangers to be hung by RJN staff at each address less than one week prior to smoke testing.

3. Notify City staff and the fire and police departments of planned smoke testing activities, including daily updates.

4. Provide equipment, personnel, and smoke as necessary for smoke testing.

5. During smoke testing, erect smoke testing signs near the testing area and answer resident and City questions on-site as well as through phone calls.

6. Use handheld electronic data collection equipment for collecting smoke testing data.

7. Smoke test up to 36,000 linear feet of sanitary sewers.

8. GPS locate each identified defect and take a minimum of one digital photograph of each defect.

TASK 2 – MANHOLE INSPECTION

1. Provide equipment and personnel for up to 200 manhole inspections.

2. Use handheld electronic data collection equipment for collecting manhole inspection data.

3. Complete surface manhole inspections for all accessible manholes in study area. Complete full descent inspections where an inspection cannot be completed from the surface (estimated to be 10% of total). Collect the following attribute data, as it can be determined:
   - Mapping grade GPS locate of manhole;
   - Manhole diameter;
   - Manhole material;
   - Pipe invert measurements;
   - Connecting sewer diameter(s);
   - Connecting sewer flow direction.

4. Identify and document manhole condition, as it can be determined, including:
   - Direct evidence of I/I;
   - Open pickholes in lid;
   - Frame and adjusting ring condition, including needed adjustments and chimney seals;
   - Cone condition and defects;
   - Wall condition and defects;
   - Channel and bench condition and defects;

5. Take a minimum of four digital photographs at each manhole structure
   - Surrounding area;

- Manhole cover;
- Topside - looking down; and
- Manhole frame.

TASK 3 – LIFT STATION LAG PUMP SET POINT EVALUATION

1. Complete survey grade (sub-centimeter x, y and z coordinates) locate of the rim for each accessible manhole (up to 90) in the area upstream of the Cherry Park Lift Station.

2. Incorporate the manhole data into the model and determine the highest elevation for the lift station lag float that would not negatively impact residents upstream of the lift station.

3. Identify options for modifications to the lift station floats and operation.

TASK 4 – DATA ANALYSIS AND REPORT

1. Provide data analysis as follows:
   - Compile field data and develop complete list of defects;
   - Assign an estimated flow based on inspection results; and
   - Determine appropriate rehabilitation method(s) for each defect or structure, as appropriate.

2. Prepare and submit three copies of a draft report. Include the following in the report:
   - Summary of work completed;
   - Map of identified defects;
   - List of defects prioritized by cost effectiveness for rehabilitation;
   - Recommendations for modifications to the Cherry Park Lift Station;
   - Recommendations for follow-up SSES work; and
   - Recommendations for rehabilitation, including potential procurement methods and recommended contractors/vendors for various type of rehabilitation.

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 5 – PROJECT MANAGEMENT

1. Provide project management services for the duration of the project. Attend up to three

meetings with City staff and the fire department (if necessary).

ITEMS REQUESTED FROM CITY

We request the following items from the City:

1. Delivery of the smoke testing letter to the affected residents.

2. Access to the manholes for inspections.

SCHEDULE

Based on a notice to proceed no later than August 26, 2016, the key schedule parameters for this project are as follows:

- The field services will be completed by November 18, 2016.
- The draft report will be submitted to the City by February 10, 2017.
- The final report will be submitted within three 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 basis for a not-to-exceed cost of $58,450 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 work with the City on this important project.

Sincerely,

RJN Group, Inc.

Michael N. Young

Catherine Buckley

Michael N. Young, P.E.
Principal

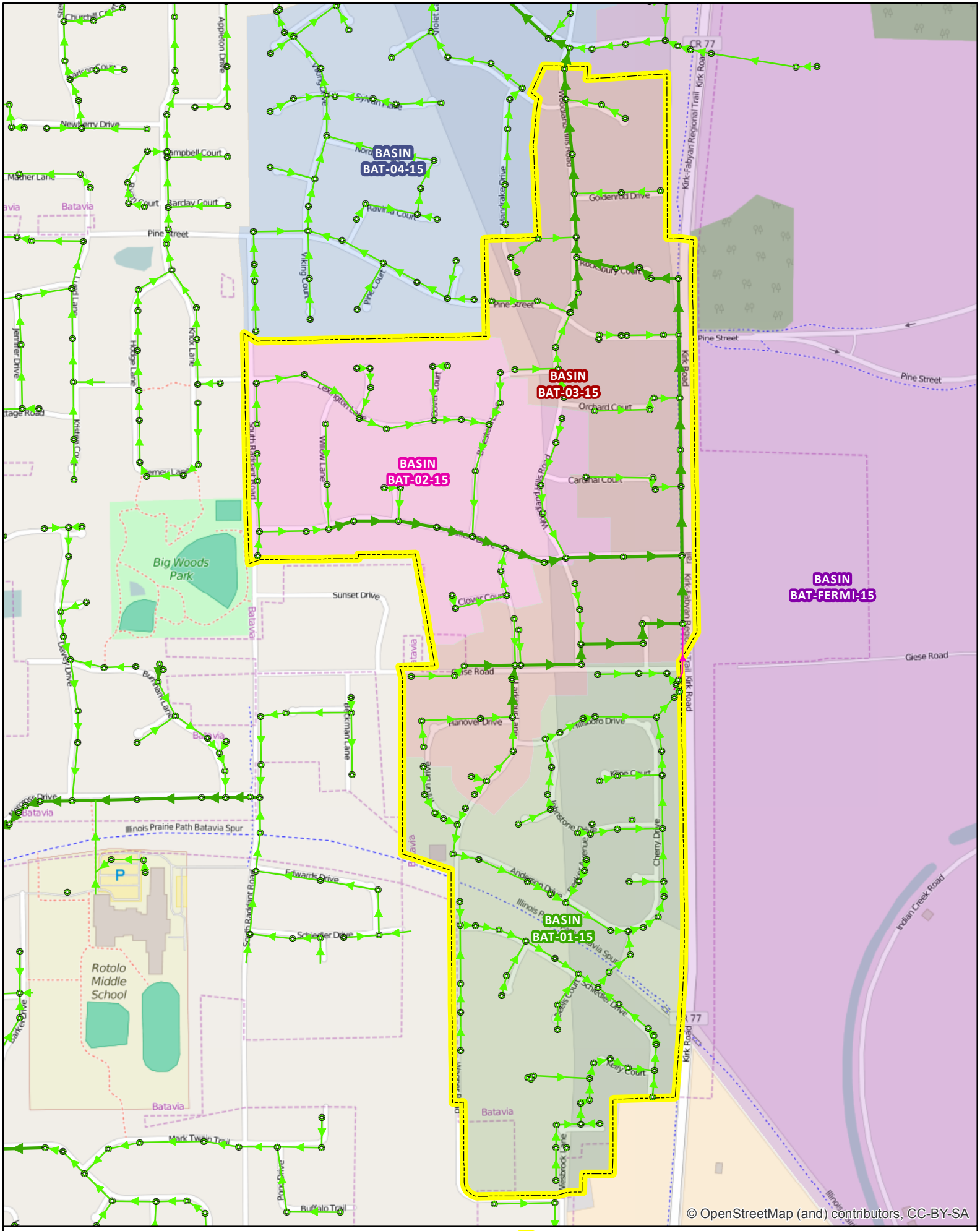
Catherine Buckley, P.E.
Project Engineer

CITY OF BATAVIA
2016 SSES - Cherry Park LS Area
Summary of Engineering Services Fees

Task No.	Task Description	$ 190 QC	$ 165 PM	$ 140 SPE	$ 120 PE	$ 105 RE	$ 95 EI	$ 85 GIS	$ 75 SFT	$ 65 FT	$ 70 CL	Total Hours	Total Cost
Task 1 - Smoke Testing													
1001	Public Relations and Door Hangers	1	1	-	3	-	-	-	2	12	5	24	$ 1,995
1002	Smoke Testing	1	2	-	10	-	6	16	20	172	2	229	$ 16,470
1003	Expenses (Smoke Candles and Door Hangers)												$ 4,500
	SUBTOTAL												**$ 22,965**
Task 2 - Manhole Inspection													
2001	Surface Manhole Inspections	1	2	-	6	-	4	6	4	160	2	185	$ 12,970
2002	Full Descent Manhole Inspections	-	-	-	2	-	1		2	24	-	29	$ 2,045
2003	Expenses												$ 200
	SUBTOTAL												**$ 15,215**
Task 3 - Lift Station Evaluation													
3001	Manhole Rim Locates	-	-	-	1	-	-	24	1	-	1	27	$ 2,305
3002	Model and Evaluate Options	-	-	-	3	-	12	4	-	-	2	21	$ 1,980
3003	Expenses (GPS Rental)												$ 700
	SUBTOTAL												**$ 4,985**
Task 4 - Report													
4001	Draft Report	2	4	2	12	-	32	24	-	-	2	78	$ 7,980
4002	Final Report	1	1	-	6	-	10	8	-	-	2	28	$ 2,845
	SUBTOTAL												**$ 10,825**
Task 5 - Project Management and Meetings		4	12	-	12	-	-	-	-	-	4	32	**$ 4,460**
	TOTAL	**10**	**22**	**2**	**55**	**-**	**65**	**82**	**29**	**368**	**20**	**653**	**$ 58,450**

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



rjngroup
The Choice for Collection System Solutions

Manhole
Collector
Interceptor
Force Main
Proposed Study Area

City of Batavia, IL
Project Proposal
2016 Proposed Study Area
July 2016

\\Whe-pana\ra\office-1\WHEATON\PROJECTS\Batavia,IL\GIS_DATABASES\Map Documents\Map Documents - Exhibits\2016 Proposed Study Area (8.5x11).mxd - Date Printed: 7/19/2016 11:53:53 AM

CITY OF BATAVIA

DATE: **July 19, 2016**
TO: **Committee of the Whole - Utilities**
FROM: **John Dillon**
SUBJECT: **RESOLUTION 16-65-R , MAIN STREET - CLEAN AND TELEVISE SANITARY SEWER LINES PROJECT**

In preparation for the reconstruction of Main St., the City needs to evaluate the condition of the main-line sanitary sewers and lateral sewers (homeowner services) located within the designated right of way. The condition assessment is necessary to evaluate which sewers may need repairs, replacement or insitu-lining. The majority of the infrastructure is located under the roadway.

The City solicited three (3) quotes to complete the cleaning and televising of the sewers. The three quotes were:

National Power Rodding, Chicago, IL.	$37,638.00
Sheridan Plumbing & Sewer, Bedford Park, IL.	$41,223.00
Performance Pipelining Inc., Ottawa, IL.	$54,945.00

National Power Rodding has done similar work for the City and the City is comfortable with their work quality.

City Council recommendation: Motion to waive formal bidding on this project.

City Council recommendation: Approval of Resolution 16-65-R authorizing the Mayor and City Clerk to enter into agreement with National Power Rodding, Chicago, IL. for sewer pipeline cleaning and televising for an amount not to exceed $39,519.00, which includes a 5% contingency allowance.

C: Mayor & City Council
Laura Newman
Bill McGrath
Gary Holm
Peggy Colby
Rahat Bari
Tim Grimm

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-65-R

AUTHORIZING EXECUTION OF THE CONTRACT FOR MAIN ST. SANITARY SEWER CLEANING AND TELEVISING

WHEREAS, the City of Batavia has identified the need for cleaning and televising the sanitary sewers on Main St; and

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

WHEREAS, National Power Rodding Corporation has submitted a quote and is the lowest responsible bidder for the project; and

WHEREAS, National Power Rodding Corporation has the appropriate expertise and experience necessary to provide this service; and

WHEREAS, the total cost of said inspection services is in the amount not to exceed $39,519.90; 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 execute the Contract with National Power Rodding Corporation of Chicago, Illinois, attached hereto as Exhibit A, for construction services in the amount not to exceed $39,519.90.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of August, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of August, 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: 0 Ayes 0 Nays 0 Absent Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

_____

Christine Simkins, Deputy City Clerk

AGREEMENT

THIS AGREEMENT, made this____day of_____, 2016_by and between the CITY OF BATAVIA, (hereinafter referred to as the "City"), and National Power Rodding Corp., 2500 W. Arthington Street, Chicago, IL 60612-4108 (hereinafter referred to as the "Company), with regard to certain services in connection with the City of Batavia Main Street Sewer Inspection Services (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 June 13, 2016, attached hereto Exhibit 1 and expressly made a part hereof, in response to the City's Request for Proposal.

3. This contract shall 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 shall 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 shall 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: Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

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

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

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 shall not exceed $37,638.00 (plus 5% contingency, as approved by owner).

   c. Additions or deductions to the approved total amount for services shall 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 will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of the services.

10. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City as an additional named insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the City. All insurance 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

    Special Requirement: If the Company is an architectural or engineering firm, said 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.

11. The Company will provide the services as required herein in accordance with the Project Schedule.

12. The Company will 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 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 not the Company shall assign, subcontract, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall 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 shall 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 shall be outlined in detail in the proposal submitted by the Company. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent if the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall 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, shall 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. Company shall indemnify, protect, defend and hold the City and its employees harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorney's fees, arising out of or in any way related to the work preformed pursuant to this contract, including all work preformed by its employees, agents, sub-contractors and assigns, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligence or willful misconduct of the City, its employees or agents.

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 thereunder 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 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 previsions in the Agreement of 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 ay 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.

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:	National Power Rodding Corp. 2500 W. Arthington Street Chicago, IL 60612-4108
with copy to:	Attorney
If to the City:	City of Batavia Attention: City Clerk 100 North Island Avenue Batavia, IL 60510
with copies to:	City of Batavia Attention: Gary Holm Director of public Works 200 N. Raddant Rd. Batavia, IL 60510
and:	City of Batavia Attention: Mr. Kevin Drendel City Attorney 111 Flinn St. 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,

By: _____
Mayor

Attest:

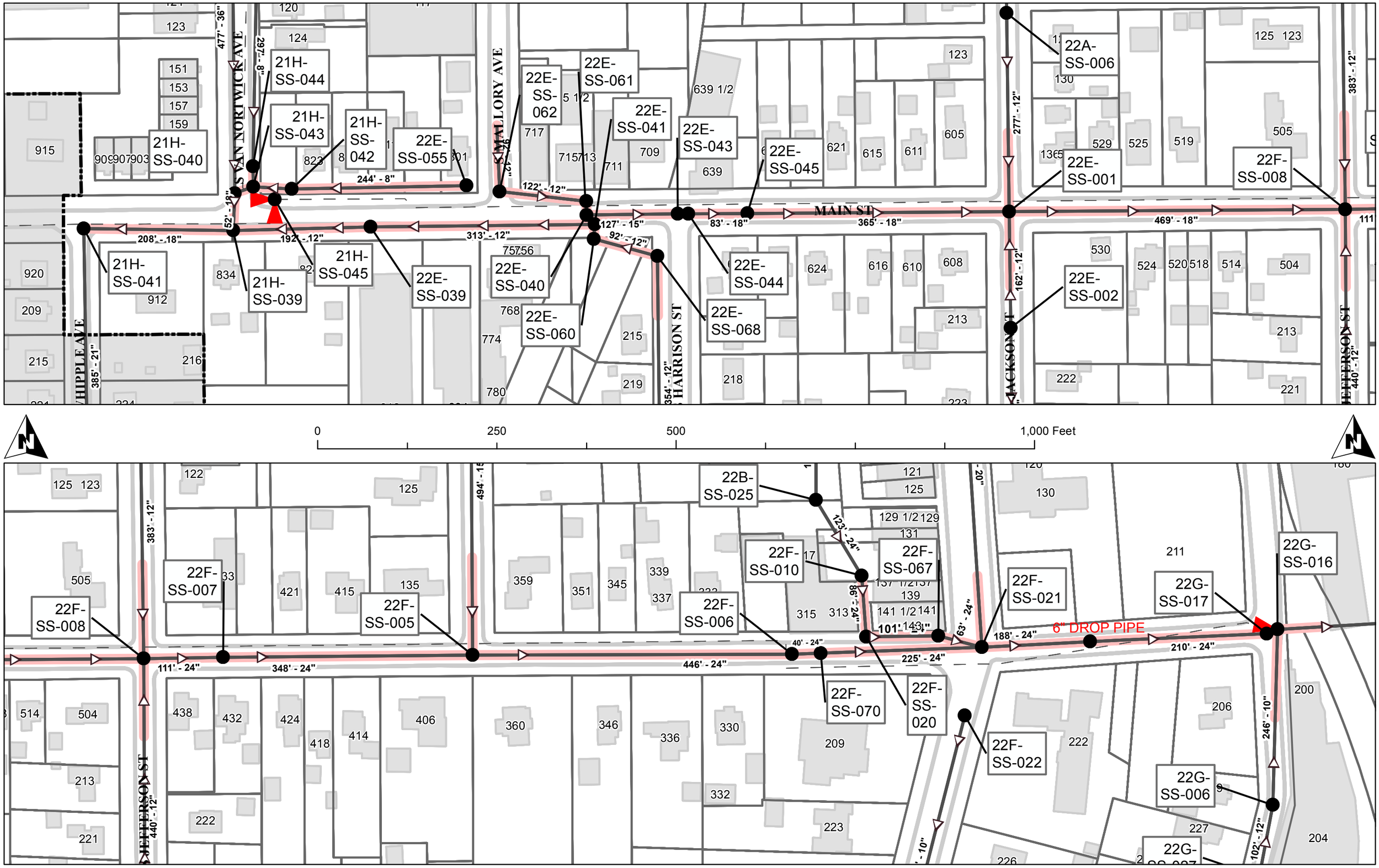
By: _____
City Clerk

Company, National Power Rodding Corp.

By: _____
President

Attest:

By: _____
Secretary


21H-SS-044
21H-SS-043
21H-SS-042
21H-SS-040
22E-SS-055
22E-SS-061
22E-SS-062
22E-SS-041
22E-SS-043
22E-SS-045
22A-SS-006
22E-SS-001
22F-SS-008
21H-SS-041
21H-SS-039
21H-SS-045
22E-SS-039
22E-SS-040
22E-SS-060
22E-SS-044
22E-SS-068
22E-SS-002
22B-SS-025
22F-SS-010
22F-SS-067
22F-SS-021
22G-SS-016
22G-SS-017
22F-SS-007
22F-SS-005
22F-SS-006
22F-SS-070
22F-SS-020
22F-SS-022
22G-SS-006
6" DROP PIPE
MAIN ST
VAN NORTWICK AVE
SMALLORY AVE
HARRISON ST
JACKSON ST
JEFFERSON ST
WHIPPLE AVE
0
250
500
1,000 Feet