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

CITY COUNCIL AGENDA
Monday, November 7, 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. **RESIGNATION: Accept Resignation From Alderman Kyle Hohmann**
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.)

Accept and Place on File

A. Tree Commission Minutes for February 10, 2016
B. September 2016 Building Reports
C. Plan Commission Minutes for September 21, 2016

Approvals:

D. October 21, 2016 Payroll $791,766.41 and November 4, 2016 Payroll $814,579.16
E. Accounts Payable Check Register $1,682,658.63
F. **RESOLUTION 16-85-R:** Authorizing execution of the Contract for Nagel Basin Conversion with
Applied Ecological Services, Inc. (AMP 10/21/16 COW 11/1/16 11/0) CS
G. **RESOLUTION 16-86-R:** Authorizing Execution of Lease Agreements for Office Space, Garage-Warehouse Space and Vacant Land with BEI Properties (Gary Holm
10/26/16 COW 11/1/16 11/0) PU
H. **RESOLUTION 16-87-R:** Kane County 2016 Community Development Block Grant Application
(Scott Buening 10/27/16 COW 11/1/16 11/0) CD

Documents:

16-02-10M Tree Comm.pdf
BuildingActivity_September 1, 2016 - September 30, 2016.pdf
PC 9-21-16_DraftF.pdf
RES 16-85-R Nagel Basin Conversion.pdf
RES 16-87-R ApplicationCombined.pdf

RES 16-86-R Authorizing Execution of Lease Agreements with BEI Properties.pdf
16-11-07 AP Totals.pdf

7. **PUBLIC HEARING: 7:35 PM Considering The Proposed Washington-Wilson Tax Increment Financing District (TIF 5) (Chris Aiston 11/3/16)**

   Documents:

   Public Hearing.pdf

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

9. **CHAMBER OF COMMERCE**

10. **PRESENTATION: 2016 Illinois Elementary School Association Class 3A Girls 3RD Place Team/RMS**

11. **PRESENTATION: Waubonsee Community College Letter Of Appreciation/Lulu Blacksmith**

12. **PRESENTATION: Roy Bailey/Batavia ACCESS**

13. **ORDINANCE 16-63: Authorizing Execution Of An Annexation Agreement With The Forest Preserve District Of Kane County For Part Of The Illinois Prairie Path (Scott Buening 10/4/16 COW 10/25/16 13/0) CD**

    Documents:

    ORD 16-63 and 16-64 PH Forest Preserve Trail.pdf

14. **ORDINANCE 16-64: Annexing And Zoning Part Of The Illinois Prairie Path (Scott Buening 10/4/16 COW 10/25/16 13/0) CD**

    Documents:

    ORD 16-63 and 16-64 PH Forest Preserve Trail.pdf

15. **ORDINANCE 16-65: Amending Class H Liquor License To Create A Nano-Brewery License (Gary Schira 10/17/16 COW 10/25/16 13/0) GS**

    Documents:

    ORD 16-65 Amend Title 3--Class H to Create a Nano-Brewery Lic.pdf

16. **ORDINANCE 16-66: Amending The Comprehensive Plan Land Use Map And Official Zoning Map To Service Business, 2080 And 2150 Main Street (JLS 10/28/16 COW 11/1/16 10/0) CD**

    Documents:

    ORD 16-66 and ORD 16-67 Crash Champions.pdf

17. **ORDINANCE 16-67: Approving Planned Development Overlay And Conditional Use For Heavy Vehicle Services-Crash Champions Collision Repair, 2080 Main Street (JLS 10/28/16 COW 11/1/16 10/0) CD**

    Documents:

ORD 16-66 and ORD 16-67 Crash Champions.pdf

18. **APPROVAL: 2017 Council, Committee Of The Whole And Plan Commission Meeting Schedule (COW 10/25/16 13/0)**

    Documents:

    2017 Meetings.pdf

19. **ADMINISTRATOR'S REPORT**

20. **COMMITTEE REPORTS**

21. **OTHER BUSINESS**

22. **MAYOR'S REPORT**

23. **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.

MINUTES
February 10, 2016
BATAVIA TREE COMMISSION

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

1. Meeting Called To Order

Chairman Scott Haines called the meeting to order at 5:00 p.m. at the City of Batavia Public Works Facility, located at 200 North Raddant Road in Batavia, Illinois.

Members Present:	Commissioners Scott Haines, Bob Lootens, John Dillon, Kevin Summers, Kathy Vranek; and City Arborist Frank Saupp
Members Absent:	Commissioner Gary Holm
Others Present:	John Higgins and Kathy Montanari, Recording Secretary

2. Approval of Minutes

Motion:	To accept the meeting minutes from September 2, 2015 and October 14, 2015
Maker:	Saupp
Second:	Dillon
Voice Vote:	6 Ayes, 0 Nays, 1 Absent Minutes placed on file and to be sent to City Council for acceptance

3. Openlands TreeKeepers

The group discussed the Openlands TreeKeepers concept. Vranek said Rosemary Henders, a member of the subgroup of the Batavia Women's Club, may be interested in working on it in the future. Henders is currently working on a Batavia Arboretum project with Davey Tree. Steve Matravers of Davey Tree is going to confirm identification of trees and make markers for those trees. If the donor is known, the name will be added to the tree plaque or tag. Matravers will do pruning and is also looking for a volunteer group to mulch.

4. Recommended and Unacceptable Tree Lists (for parkway planting)

Dillon asked if it is known what is causing die back in hybrid elms. Haines will monitor 2-3 he has noticed with that condition on Western Avenue and in other locations. He may send a graft for testing. Vranek noted that elms can be affected by lecanium scale, which is caused when insects attach to leaves and branches of trees to feed. They are easy to control with systemic products. Haines said he also saw one on Wolcott between Trentt and Mill. Dillon asked if Autumn Blaze maples would remain on the list of acceptable species; Haines said yes, but they will no longer be included in the 50/50 Parkway Tree Program. Saupp felt that the problem with these trees might be related to current breeding practices. Haines added that the weather conditions have been unusual for several of the past winters. For now, he will avoid planting that species. There was a discussion about State Street Maples, and Haines said the ones on

Western Avenue were bare root stock and grew rather differently. Miyabe Maples may not be a good parkway tree due to possible structural defects. Haines would not rule out planting of American Lindens in the parkway but they can be difficult to obtain.

Motion:	To recommend approval of the Recommended and Unacceptable Tree Lists (for parkway planting)
Maker:	Vranek
Second:	Dillon
Voice Vote:	6 Ayes, 0 Nays, 1 Absent

5. Arbor Day 2016

The Arbor Day tree planting is planned for Friday, April 29. Tree Commissioners will be notified of the time and place in case they are available to assist. The planting will likely be done in the City Hall / Riverwalk area.

6. Tree City USA Certification

The City was notified that it has been certified once again as a Tree City USA for the 18th year. The awards ceremony is no longer held due to State of Illinois budget issues.

7. Commission Vacancy

If anyone has suggestions for new commission members, they should let Haines know.

8. Current Projects and Developments – Update

a. Streetscape

Haines reported that lights have been installed on Houston Street, and additional landscaping will be done in the spring. There are no other streetscape projects planned at this time.

b. Other

Land has been cleared for the Speedway gas station at Kirk/E. Wilson. Walgreen's will be opening its new downtown store soon. Tanglewood Unit 5 is moving along, with about 6-7 homes currently at different stages of construction. The City will handle parkway tree planting using 10-12 different species.

9. Other

Lootens suggested that the seedlings from the White Oak tree at the cemetery be given out as heritage trees. He also thought an offspring tree should be planted near the parent tree. Lootens asked if it is known where "adopt an oak" trees exist in the community. He would like for the oak tree planted at the cemetery to be identified as a heritage tree. Haines said perhaps heritage oak seedlings can be used for creek projects such as an upland savannah at Tanglewood Park or the creek that runs through the McKee/Deerpath area. Vranek pointed out that the bike bridge that crosses over Kirk Rd. near Cherry could be another tree planting locatin.

10. Adjournment

A motion to adjourn was made by Saupp and seconded by Dillon to adjourn the meeting at 5:45 p.m. All were in favor and the meeting was adjourned.

Minutes prepared by
Kathy Montanari

Building Activity Report Summary

September 1, 2016 - September 30, 2016

Type of Permit	This Month			Year To Date			This Month Last Year			Year To Date Last Year		
	No. of Permits	Constr. Cost	Permit Fees	No. of Permits	Constr. Cost	Permit Fees	No. of Permits	Constr. Cost	Permit Fees	No. of Permits	Constr. Cost	Permit Fees
Single Family												
Addition	0	$0	$0.00	2	$38,000	$535.00	0	$0	$0.00	7	$277,000	$2,494.00
Modification	52	$393,882	$12,495.94	410	$3,262,276	$73,205.63	74	$501,383	$6,738.25	600	$5,353,369	$74,752.44
New	1	$524,000	$9,039.03	13	$5,127,884	$150,752.60	1	$300,000	$11,781.41	11	$5,652,240	$121,575.22
Other	64	$341,930	$4,045.00	573	$3,461,759	$42,830.06	64	$312,496	$4,100.00	468	$2,791,216	$31,159.50
Special Event	0	$0	$0.00	0	$0	$0.00	1	$0	$0.00	1	$0	$0.00
Totals	117	$1,259,812	$25,579.97	998	$11,889,919	$267,323.29	140	$1,113,879	$22,619.66	1087	$14,073,825	$229,981.16
Two Family												
Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	3	$13,221	$130.00	8	$44,757	$327.00	1	$3,000	$85.00	15	$112,371	$2,444.00
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	1	$5,300	$130.00	6	$31,833	$500.00	2	$8,960	$260.00	9	$37,961	$670.00
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Totals	4	$18,521	$260.00	14	$76,590	$827.00	3	$11,960	$345.00	24	$150,332	$3,114.00
Single Family Attach												
Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Totals	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Multifamily												
Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00

Modification	2	$16,840	$90.00	162	$2,586,325	$31,831.00	7	$27,543	$987.00	248	$1,558,484	$13,830.00
New	1	$121,000	$4,757.11	5	$546,500	$23,432.68	0	$0	$0.00	1	$97,000	$4,193.11
Other	5	$21,181	$355.00	145	$535,281	$8,265.00	2	$21,058	$140.00	142	$745,320	$10,284.00
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Totals	8	$159,021	$5,202.11	312	$3,668,106	$63,528.68	9	$48,601	$1,127.00	391	$2,400,804	$28,307.11

Mixed Use

Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	2	$30,000	$626.00
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	0	$0	$0.00	1	$15,000	$55.00	1	$0	$0.00	2	$100	$55.00
Special Event	0	$0	$0.00	0	$0	$0.00	1	$0	$0.00	1	$0	$0.00
Totals	0	$0	$0.00	1	$15,000	$55.00	2	$0	$0.00	5	$30,100	$681.00

Commercial Office

Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	2	$300,700	$4,031.00	15	$853,073	$8,874.00	1	$1,500	$40.00	6	$30,200	$589.00
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	2	$46,500	$210.00	17	$148,278	$1,175.00	3	$10,590	$85.00	14	$47,990	$630.00
Special Event	0	$0	$0.00	1	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Totals	4	$347,200	$4,241.00	33	$1,001,351	$10,049.00	4	$12,090	$125.00	20	$78,190	$1,219.00

Commercial Retail

Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	4	$159,775	$12,257.17	20	$802,028	$23,229.17	4	$885,123	$4,217.00	18	$3,113,684	$32,439.76
New	0	$0	$0.00	0	$0	$0.00	1	$4,079,044	$131,251.50	2	$7,924,714	$252,674.60
Other	6	$37,070	$440.00	45	$299,129	$2,910.00	7	$36,169	$325.00	45	$411,147	$3,825.00
Special Event	0	$0	$0.00	4	$0	$1,014.85	2	$0	$243.31	4	$0	$486.62
Totals	10	$196,845	$12,697.17	69	$1,101,157	$27,154.02	14	$5,000,336	$136,036.81	69	$11,449,545	$289,425.98

Industrial

Addition	0	$0	$0.00	2	$10,325,000	$468,163.27	0	$0	$0.00	0	$0	$0.00
Modification	1	$15,000	$186.00	21	$1,839,798	$11,365.33	1	$43,200	$505.00	21	$3,715,844	$119,963.90

New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	7	$94,674	$320.00	54	$1,183,355	$2,402.00	6	$79,016	$500.00	48	$725,637	$12,242.18
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	2	$0	$2,357.50
Totals	8	$109,674	$506.00	77	$13,348,153	$481,930.60	7	$122,216	$1,005.00	71	$4,441,481	$134,563.58

Institutional

Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	0	$0	$0.00	8	$787,015	$4,205.00	2	$42,000	$504.00	11	$1,193,552	$8,987.50
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	2	$59,297	$140.00	16	$863,205	$11,454.73	2	$200	$155.00	21	$264,606	$1,305.00
Special Event	5	$0	$0.00	29	$0	$17,127.54	5	$0	$0.00	32	$0	$14,922.75
Totals	7	$59,297	$140.00	53	$1,650,220	$32,787.27	9	$42,200	$659.00	64	$1,458,158	$25,215.25

Unknown

Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	0	$0	$0.00	2	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Totals	0	$0	$0.00	2	$0	$0.00	0	$0	$0.00	0	$0	$0.00

Utility

Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Totals	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00

MINUTES
September 21, 2016
Plan Commission
City of Batavia

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

1. Meeting Called to Order
Chair LaLonde called the meeting to order at 7:00pm.

2. Roll Call:

Members Present: **Chair LaLonde; Vice-Chair Schneider; Commissioners Gosselin, Harms, Joseph, and Peterson**

Members Absent:

Also Present: **Ed Jancauskas, Deputy Fire Chief, Batavia Fire Department; Scott Buening, Community Development Director; Joel Strassman, Planning and Zoning Officer; Drew Rackow, Planner; Jeff Albertson, Building Commissioner; and Jennifer Austin-Smith, Recording Secretary**

3. Items to be Removed, Added or Changed
There were no items to be removed, added or changed.

4. Approval of Minutes: August 17, 2016, Plan Commission

Motion: To approve the minutes from August 17, 2016, Plan Commission minutes
Maker: Peterson
Second: Schneider
Voice Vote: 6 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.

5. **Design Review: Electronic Changeable Message Signs for Batavia Fire Stations**
- **Station 1 (East) – 800 East Wilson Street**
- **Station 2 (West) – 1400 Main Street**

Batavia Fire Department, Applicant

Rackow reported that the Design Review is to modify the existing sign cabinets at both fire stations to swap out the sign portion and replace with an electronic message sign. Rackow stated that staff believes that these types of signs could coexist with residential as long as certain regulations are in place. The hours of operation is recommended to be from 7am-9pm. Emergency conditions could be posted outside of those hours. There is an ability to adjust for brightness in the mornings and the evenings. Staff is recommending changeable frequencies

being once per minute. Rackow explained that landscaping is required to be reviewed along with freestanding signs. The West side location would need one ornamental tree planted at that location. Staff is recommending approval of the findings of approval and the two signs subject to the two recommended conditions.

Jancauskas asked the Commission to consider an alteration to the hours of operation. They would like to display a static message past 9pm and the lights could be dimmed so that it is not bothering traffic or the neighbors. They would like a constant message to be displayed all night long.

The consensus of the Commission was in favor of the static message request. The PC asked the applicant to not have the required landscape tree impede any line of sight. Rackow stated that the tree could be planted anywhere on the property with some proximity to the front of the property.

Motion: To approve the Findings of Approval
Maker: Joseph
Second: Schneider
Roll Call Vote: **Aye:** Gosselin, Harms, Joseph, LaLonde, Peterson, Schneider
Nay: None
6-0 Vote, 0 Absent. All in favor. Motion carried.

Motion: To approve the Design Review for the electronic changeable message signs for Batavia Fire Stations subject to staff's conditions with the exception of condition one, allowing the sign to remain on at night with a static message
Maker: Peterson
Second: Gosselin
Roll Call Vote: **Aye:** Gosselin, Harms, Joseph, LaLonde, Peterson, Schneider
Nay: None
6-0 Vote, 0 Absent. All in favor. Motion carried.

6. Windmill Manor Apartments, 2400 Hawks Drive (formally South Drive)
PUBLIC HEARING: Amendments to the Zoning Map for a Planned Development Overlay

- **Final Plat of Subdivision**
- **Design Review**

JNP Batavia, LP, applicant

Motion: To open the public hearing
Maker: Schneider
Second: Peterson
Voice Vote: 6 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.

Strassman reported that in 2011, the subject property was annexed to the City and zoned R5 Multi-family High Density. With annexation was preliminary approval for a planned development for an approximately 80-unit multi-family building with for residents 55 years and

older to be built using the Illinois Housing Development Authority's Affordable Housing Tax Credit program. The current zoning actions complete entitlements needed to secure building permits for this project.

Applicant JNB proposes Windmill Manor Apartments, to contain 60 one-bedroom and 20 two-bedroom units, with private patios or balconies, along with common social interaction spaces and amenities. An additional one-bedroom unit with an office is provided for the on-site manager. Zoning Code relief was contemplated for this site's project at the time of annexation. Included with the Planned Development is a request to modify 5 requirements of the Zoning Code. These are:

1. To reduce the required number of parking spaces from 137 to 115
2. To omit the required 25% of parking to be in an enclosed building
3. To eliminate the required 10 foot step-back at the 3rd floor
4. To increase the maximum net land area per unit from the allowed 2,333 square feet to 2,418 square feet and
5. To increase the maximum building height from the allowed 45 feet to 47 feet, to accommodate for

Windmill Manor would be generally consistent with the project that envisioned with the 2011 annexation of the property. The Planned Development accommodates a reduction in the number of parking spaces, lack of building step-back, and the slightly lower unit count than allowed in the R5 District that were noted in the 2011 annexation agreement.

The requested relief for the number of parking spaces is reasonable given the restriction for residents being 55 years of age and older. According to JNB's narrative, the amount of spaces provided exceeds that suggested by the Institute of Traffic Engineers and what has proven to be sufficient with the similar Thomas Place residence in Glenview mentioned by the applicant in his narrative. With the target of affordable rents, the challenges and potential expense of providing enclosed parking is also a reasonable modification to consider.

The requested relief for building height will not result in the building increasing its basement to roof height. Measured building height is affected by the grade adjacent to the building. The requested relief would allow for changes to the grade adjacent to the building if the grade must be lowered through final engineering. Staff notes that a small portion of the south brick patio extends into the proposed utility easement. The Commission should recommend conditioning approval of the Planned Development ordinance to include language requiring the building owner to remove and replace the patio if access to the sewer in the easement is needed.

Staff agrees with the JNB narrative's assertions that the site is designed to provide affordable housing in a building that fits the site and area. The building design balances use of masonry materials with providing private outdoor space for each unit. Building elevations include articulations that would break up the massing of the walls. Landscaping would be substantial throughout, and provide an inviting presence to the site from Hawks Drive. The proposed monument sign would be well coordinated with the building's design.

Staff had requested an additional pedestrian connection to the public sidewalk on the east side of the site. JNB has stated that substantial grading would be needed to accommodate this and is not considering adding this feature.

Plan Commission action on Design Review is final. In considering approval of Design Review, the Commission must arrive at findings for approval as specified in the Zoning Code. Staff agrees with the findings offered by JNB in its narrative. Additionally, staff notes that added diversity of housing in the City and having a transitional use between single family and commercial uses are both policies in the Land Use Element. The Commission may arrive at the required findings for approval as follows:

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

As with the Planned Development, the Commission can consider approving the Design Review to allow for minor modifications to accommodate staff approval of final engineering.

The Final Plat of subdivision is generally consistent with the preliminary plat approved with the 2011 annexation. Included with the subdivision is a request for a variation to the maximum 4:1 slope, to allow a slope of 3:1. Staff has considered and can support this, provided storm water is managed properly with final engineering design. The annexation agreement notes that the developer may receive acceptance from the Geneva School District to waive school contributions due to the residents' age restriction. JNB has committed to the Geneva School District to pay the land-cash fee, and requests that the City waive the Capital Improvement Development Fee. The Geneva School District has accepted the Capital Improvement fee waiver. Staff supports waiving the Capital Improvement fee.

Staff recommends the Plan Commission open and conduct the public hearing for the Planned Development concurrent with its consideration of the Design Review and Subdivision. After closing the hearing, the Commission should take action first on the Planned Development.

For the Planned Development, staff recommends the Commission recommend approval of the amendment to the Zoning Map for a Planned Development Overlay to include the following modifications to the Zoning Code:

1. Zoning Code Table 4.204: Off-Street Parking Requirements - Reduce the required number of parking spaces from 137 to 115

2. Zoning Code Table 2.204: Site Development Regulations – Multi-Family Residential Districts to:
    a. Omit the required 25% of parking to be in an enclosed building
    b. Eliminate the required 10 foot step-back at the 3rd floor
    c. Increase the maximum net land area per unit from the allowed 2,333 square feet to approximately 2,418 square feet
    d. Increase the maximum building height from the allowed 45 feet to 47 feet

Commission recommendation for the Planned Development should also include the following conditions:

1. Allowing minor revisions to site conditions as a result of staff approval of final engineering.
2. The Planned Development ordinance including language requiring the building owner to remove and replace the south patio if access to the sewer in the adjacent easement is needed.

For Design Review, staff recommends the Commission first arrive at findings for approval as noted in the memo. Staff recommends the Commission approve Design Review, subject to City Council approval of the Planned Development, to allow minor revisions to site conditions as a result of staff approval of final engineering.

For the Final Plat of Subdivision, staff recommends the Commission recommend approval of the Final Plat of Subdivision to include the following:

1. A variance to Subdivision Regulations Section 11-6-3 to waive payment of the Capital Improvement Development Fee.
2. A variance to Subdivision Regulations Section 11-5-2-G to allow a slope of 3:1 in place of the maximum 4:1 slope along the south and west sides of the property, subject to staff approval of final engineering.
3. Correcting signature and utility certificates before City officials sign the plat.

Chair LaLonde asked staff about enclosed parking. Strassman stated that the site is challenged from the topography and the only reasonable enclosed parking would be underground. It is likely that placing the parking underground would make the building taller.

Tracy Kasson, 300 East Roosevelt Road, representing applicant J&B Batavia, addressed the Commission. He explained the project and then introduced the applicant to the Commission.

Chris Tritsis, JNB Batavia, LP, discussed the proposed senior housing development. They had a clear vision in 2011 for premier senior housing and our project is a good transition from commercial to the lower density. This affordable housing development would help Batavia meet their affordable housing requirement in a wonderful way. The benefit of using Illinois Housing Development Authority (IHDA) assistance allows us have equity so that we could charge lower rent, ranging from $800-$940, with the market rate units $1150 to $1250. He listed the requirements for IHDA and shared that they were awarded the project midyear. He discussed the unique topography of the site and the limitations it causes on where they could place the building. He discussed the parking and stated that they are asking for 1.42 parking spaces per

unit. The Institute of Traffic Engineers gave a recommended range of .45-.67 per unit. They performed an internal study and felt like 1.42 was sufficient and allows for more pervious surface and more green space. He shared that the population of senior housing typically is people in their seventies with women as 87% of the population. These projects usually have long waitlists and they typically attract residents from the area. The property would pay property taxes. The building would be built to an equivalent of LEED certified for non-residential buildings.

Chair LaLonde asked for further discussion on the grade challenges on the site. Steve Kudwa, CRK Civil Engineers, walked the Commission through the grades on the site. LaLonde asked about a sidewalk on east side of the property or if if there was an opportunity to move the sidewalk to the center of the site. He explained that it would be nice to be able to access the site from the east without having to walk all the way to the other end of the property. Cook stated that City staff did bring that concern up. Chair LaLonde requested to get access as far east as possible and practical. Joseph asked where the snow would be placed to avoid taking away parking spaces. Cook answered that the snow would be plowed away from parking into the open spaces.

Monty Stock, Stock Design Architecture, discussed the structure. It is a 3-story building with a walk out basement. The exterior is primarily stone and cement board siding. There are a number of different rooflines and different materials to add some interest to the building. Citing concern for persons loading and unloading vehicles, LaLonde suggested adding ten minute parking stalls adjacent to the entrances. LaLonde suggested more substance and more architectural emphasis to the main building entrance. LaLonde explained that the scale of the existing entrance enclosure is off. The primary entrance should be emphasized as the most important section of the building.

Chair LaLonde asked for those in the audience to address the Commission. He swore in those who wanted to speak.

Ken Jerome, 728 Branson Drive, Batavia IL, noted that the water level of the creek to the south of the site now rises with heavy rain.. He asked if the runoff from rain would be dumped into the tributary. Mr. Kudwa replied that it would. Strassman stated that the area to the south of WalMart was annexed to the City in part to provide detention for development, including all surrounding properties. It was designed to accommodate the runoff from this property. Jerome asked about the lights in the parking lot identifying two lights in the service yard area that may affect his property. LaLonde stated a photometric plan has been submitted. They chose LED lighting and kept the light pole height down to prevent light pollution to the adjacent residences. LaLonde added that once the landscaping matures you might not be able to see the lights. Jerome asked about a specific area on the map and was informed that it is open green space and not a parking lot. Jerome suggested making walking access to the Walmart very accessible. Jerome asked if the age restriction applies to all residents or just to the person who signs the lease. The developer stated that the age restriction is a fifty-five and older only.

George Ward, 2517 Hansford Avenue, asked if the berm could be expanded based on the height. A berm picture was displayed and showed that the first floor was screened. Cook stated as the berm plantings grow it would screen the building.

Chair LaLonde asked if anyone else in the audience wanted to speak. There were none.

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

LaLonde and Peterson stated that the design of the entryway needs more emphasis and should be added as a condition. Chair LaLonde stated that he would like to see the main entrance a story and a half instead of one story for aesthetics and proportions.

Motion: To recommend approval of the planned development to include modifications to the Zoning Code:
1. Zoning Code Table 4.204: Off-Street Parking Requirements - Reduce the required number of parking spaces from 137 to 115
2. Zoning Code Table 2.204: Site Development Regulations – Multi-Family Residential Districts to:
   a. Omit the required 25% of parking to be in an enclosed building
   b. Eliminate the required 10 foot step-back at the 3rd floor
   c. Increase the maximum net land area per unit from the allowed 2,333 square feet to approximately 2,418 square feet
   d. Increase the maximum building height from the allowed 45 feet to 47 feet

And include the following conditions:
1. Allowing minor revisions to site conditions as a result of staff approval of final engineering.
2. The Planned Development ordinance including language requiring the building owner to remove and replace the south patio if access to the sewer in the adjacent easement is needed.
3. Staff approval of an enhanced the entry area to increase the amount of fenestration on the upper stories above the entrance and to increase the height and emphasis of the primary entrance of the building.
4. Adding a sidewalk connection from the building entrance area through the center parking lot landscaped area to the public sidewalk.

Maker: Joseph
Second: Schneider
Roll Call Vote: **Aye:** Gosselin, Harms, Joseph, LaLonde, Peterson, Schneider
Nay: None
6-0 Vote, 0 Absent. All in favor. Motion carried.

Motion: To approve the findings of approval in accordance with staff's recommendations
Maker: Schneider
Second: Peterson
Roll Call Vote: **Aye:** Gosselin, Harms, Joseph, LaLonde, Peterson, Schneider

Nay: None
6-0 Vote, 0 Absent. All in favor. Motion carried.

Motion: To approve the Design Review, subject to City Council approval of the planned development, to allow minor revisions to site conditions as a result of staff approval of final engineering
Maker: Joseph
Second: Harms
Roll Call Vote: **Aye:** Gosselin, Harms, Joseph, LaLonde, Peterson, Schneider
Nay: None
6-0 Vote, 0 Absent. All in favor. Motion carried.

Motion: To approve the Design Review, subject to City Council approval of the planned development, to allow minor revisions to site conditions as a result of staff approval of final engineering
Maker: Joseph
Second: Harms
Roll Call Vote: **Aye:** Gosselin, Harms, Joseph, LaLonde, Peterson, Schneider
Nay: None
6-0 Vote, 0 Absent. All in favor. Motion carried.

Motion: To approve the final plat of subdivision to include the following:
1. A variance to Subdivision Regulations Section 11-6-3 to waive payment of the Capital Improvement Development Fee.
2. A variance to Subdivision Regulations Section 11-5-2-G to allow a slope of 3:1 in place of the maximum 4:1 slope along the south and west sides of the property, subject to staff approval of final engineering.
3. Correcting signature and utility certificates before City officials sign the plat.
Maker: Harms
Second: Joseph
Roll Call Vote: **Aye:** Gosselin, Harms, Joseph, LaLonde, Peterson, Schneider
Nay: None
6-0 Vote, 0 Absent. All in favor. Motion carried.

7. PUBLIC HEARING: Amendment to the Official Zoning Map from R0 Single Family Residential to POS Parks and Open Space District for Prairie Path Properties between Wagner Road/Larkspur Lane and River Street, City of Batavia, applicant

Motion: To open the public hearing
Maker: Peterson
Second: Gosselin
Voice Vote: 6 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.

Strassman reported that this hearing is to review proposed Zoning Map amendments for several now unincorporated properties that contain parts of the Illinois Prairie Path adjacent to Batavia's corporate

limits. City staff has been working with the Kane County Forest Preserve District staff to negotiate an annexation agreement for these properties. The draft agreement specifies that the City would place the properties in the POS Parks and Open Space zoning district to coincide with the City's annexing the properties. No change to these properties is contemplated with annexation and the zoning district change. The properties have been and will continue to be used for portions of the Prairie Path.

The Comprehensive Plan Land Use Map classifies the subject properties as Parks and Open Space. The proposed POS zoning district for these properties conforms to this classification and is the most appropriate zoning classification for these properties. The POS zoning district allows land uses consistent with a public trail open space use such as the Prairie Path. POS zoning would ensure that the Prairie Path in the City of Batavia continues to be an open space facility, and restricts any proposed future development of the properties to only amenities associated with open space use. The zoning changes would be consistent with Comprehensive Plan goals and policies in the Open Space, Land Use, and Environmental Elements.

The Plan Commission must review and approve the following Findings with a Zoning Map Amendment that proposes a zoning district change. These findings are:

For Public Notice: All required public notice has been conducted in accordance with applicable state and local laws.

City staff executed the notice mailing and posting of the property pursuant to City Code.

For Public Meetings and Hearings: All required public meetings and hearings have been held in accordance with applicable state and local laws.

With the Commission's conducting the hearing in accordance with State and local law tonight, this finding will be met.

Conformance to the Comprehensive Plan. The extent to which the proposed amendment to the Official Zoning Map conforms generally to the goals and policies of the Comprehensive Plan and Comprehensive Plan Land Use Map.

The proposed amendment to the Zoning Map is consistent with several goals and policies of the Comprehensive Plan, by placing the property in a zoning category most appropriate for the present use of the properties. The proposed POS District matches the Comprehensive Plan Land Use Map designation of Parks and Open Space for the properties.

With a change in zoning district, the following factors and conditions are to be considered.

1. Is the proposed zoning district and the development it allows compatible with the existing uses and zoning of nearby property?
    - Staff notes the proposed POS District will allow the existing use of the property as the Illinois Prairie Path to continue. This use has been compatible with uses and zoning of nearby properties.

2. Is there evidence to suggest that property values will be diminished by the particular zoning restriction changes?
    - Staff notes there is no evidence to suggest that property values will be diminished by the proposed POS District for the subject properties.

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

- Staff notes while there is no evidence to suggest any diminishment, the health, safety, morals and general welfare will be promoted by placing the properties under a Zoning District narrowly tailored to their present use.

4. Does the proposed zoning change provide a greater relative gain to the public as compared to the hardship imposed on the individual property owner?
    - Staff notes the zoning change will provide greater gain to the general public by placing the most appropriate use rights and limitations on public open space properties such as the Illinois Prairie Path. The general public benefits from use of these properties as open space.

5. Is the subject property is suitable for the zoned purpose?
    - Staff notes the properties and their existing use are suitable for the zoned purpose.

6. Has the length of time the property has been vacant as zoned been excessive, considering the context of land development in the area in the vicinity of the subject property?
    - Staff notes the properties have already been developed and have been continuously used as open space. There has not been any vacancy.

7. Is there a community need for the proposed zoning or use?
    - Staff notes the continued use of the parcel as open space provides and fulfills an important community and regional need for trails in northeastern Illinois.

Staff recommends the Plan Commission take the following actions:

- Open and conduct a public hearing for the proposed zoning map amendments.
- Approve Findings for Approval.
- Recommend approval of amendments to the Official Zoning Map to classify the subject properties POS Parks and Open Space upon annexation.

Chair LaLonde asked if there were anyone in the audience willing to speak. There were none.

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

Motion: To approve the findings for approval
Maker: Joseph
Second: Petterson
Roll Call Vote: **Aye:** Gosselin, Harms, Joseph, LaLonde, Peterson, Schneider
Nay: None
6-0 Vote, 0 Absent. All in favor. Motion carried.

Motion: To recommend approval of amendments to the official zoning map to classify subject properties Parks and Open Space (POS) upon annexation
Maker: Schneider

Second: Harms
Roll Call Vote: **Aye:** Gosselin, Harms, Joseph, LaLonde, Peterson, Schneider
Nay: None
6-0 Vote, 0 Absent. All in favor. Motion carried.

8. Administrative Design Review to Change Retaining Wall Material
Dunkin' Donuts Drive Through, 108 N. Batavia Ave.
Harry Mehta, HM1 Batavia, LLC, applicant

Strassman reported that Mr. Mehta is proposing a segmental block wall as a solution to difficulties in excavating the site for the approved poured concrete retaining wall. The only item up for consideration tonight is to change the wall material and everything else would remain the same.

Harry Mehta, applicant, explained that the issue with the concrete wall is the excavation has to be deeper with a concrete wall. A segmental wall requires less excavation. Mehta stated that if he had of known of this before he would have proposed the segmental wall in the first place. He noted that he has since changed engineers.

The Commission viewed the Ready Rock with Ledgerstone finish segmental wall. Schnieder stated that he would prefer an integrally colored block wall. Strassman noted that Mr. Mehta fount that to get any other color other than grey it would be a special order and would not fit his construction schedule. LaLonde stated that he has no issue with the grey color. Joseph agreed. Gosselin stated that the color should fit in well with the limestone in the City.

Chair LaLonde asked if the wall's location would change to accommodate the drive-thru's turns. Mehta stated that he would. The Commission discussed the possibility of limestone shaped blocks. Peterson and Schneider stated that they would prefer the aesthetics of the limestone blocks over the proposed blocks. Mehta stated that they would have to manufacture them and it would take a lot longer to receive them versus the proposed design. Mehta continued that he had reached out to the manufacturer about a different color and was told that they would not be able to supply that in the timeframe needed to get this done.

Chair LaLonde asked if there were anyone in the audience who wanted to speak. There were none.

Motion: To approve the proposed change and that staff review the modifications to the locaiton of the wall
Maker: Harms
Second: Joseph
Roll Call Vote: **Aye:** Gosselin, Harms, Joseph, LaLonde
Nay: Peterson, Schneider
4-2 Vote, 0 Absent, Motion carried.

9. Other Business

Peterson asked if the Comprehensive Plan is up for review. Strassman stated that the Comprehensive Plan is to be reviewed every three years and would be up for review in 2017.

Strassman reported that the City has received applications for an addition to the former Aldi store off of Main Street and proposed changes to the Comprehensive Plan Land Use Map, Zoning Map, and a Conditional Use to classify the property as Service Business. The applicant would like to open an auto body shop in the expanded building. Strassman stated that there is City-owned property to the west as part of this proposal but no development is proposed on the City-owned land.
Rackow noted that an Initial Land Use Proposal review is scheduled in front of the Committee of the Whole for the "Landmeier" property, which is the 70 acres north of the intersection at Deerpath Road and McKee Street. The review is scheduled for September 27th.

Buening announced that a redevelopment agreement has been signed with Shodeen regarding the Baptist Church property. The City owns or is in contract with all of the properties necessary for this development. There is an easement that the City needs to acquire. Once the City has all of the necessary property, Shodeen would submit for zoning approval. Harms asked what the digging was for on the property. Buening stated that the digging was for investigation on the depth of bedrock on the property.

Buening stated that the City has a contract to purchase the Larsen Becker property on both sides of River Street. The short-term intention is to utilize the property for temporary parking. Long-term it would be a redevelopment of some sort.

10. Adjournment

There being no other business to discuss, Chair LaLonde asked for a motion to adjourn the Plan Commission. Peterson moved to adjourn the meeting, Schneider seconded. The meeting was adjourned at 9:16 pm.

Minutes respectfully submitted by Jennifer Austin-Smith

CITY OF BATAVIA

Date: October 21, 2016

To: Committee of the Whole (CS) – November 1, 2016

From: Andrea M. Podraza, P.E., CFM – Senior Civil Engineer

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

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

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

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

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

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

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

Recommended Action:
Staff recommends that Committee of the Whole approve the following:

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

CITY OF BATAVIA, ILLINOIS

RESOLUTION 16-85-R

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

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

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

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

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

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

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

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Contract with Applied Ecological Services, Inc. of Brodhead, WI, for construction services in the amount not to exceed $49,510.00. The Contract is attached hereto as Exhibit "1".

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

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

_____

Jeffery D. Schielke, Mayor

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

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

ATTEST:

_____

Christine Simpkins, Deputy City Clerk

BIDDING DOCUMENTS

FOR

Nagel Basin Conversion

CITY OF BATAVIA

KANE COUNTY, ILLINOIS

SEPTEMBER 2016

ANDREA M. PODRAZA
062-059208
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

EXP 11/17

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PART I

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Contract……..... C 1 - 1
Standard Form of Performance Bond……..…PB 1 - 2

INVITATION TO BID

For the

Nagel Basin Conversion

1. **NOTICE** is hereby given that the City Council of the City of Batavia, Illinois (hereinafter called the "Owner") will receive sealed bids at the Engineering Division Attn: Andrea Podraza P.E., C.F.M., 200 N. Raddant Rd., Batavia, Illinois 60510-2292, until **2:00 P.M.** local time on **Friday, October 14, 2016** for the construction of the **Nagel Basin Conversion** (hereinafter called the "Project") at which time and place the bids will be publicly opened and read aloud.

2. This is a cash project.

3. The work for which bids are to be received generally and briefly consists of the following:

   · **Removal of dead cattails and brush**

   · **Herbicide and annual maintenance**

   · **Installation of Native Plants**

4. All work shall be in accordance with the specifications as set forth in the Contract Documents, plans and other State and Local regulations as applicable.

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

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

7. The Contractor shall provide a written statement as part of the Bid submittal of verifying their ability to commence work on the project within the time specified in the

Contract Documents.

8. The Owner intends to accept the lowest responsible bid and the Owner reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids. The Owner reserves the right to defer the acceptance of any bid and the award of a Contract for a period not exceeding sixty (60) days after the date of opening the bids. The public bid opening date is **Friday, October 14, 2016 at 2:00 P.M.** local time.

9. The successful Bidder to whom the Contract shall be awarded shall sign the Contract, furnish a Performance Bond, or Letter of Credit in amounts equal to one hundred ten percent (110%) of the Contract Amount and required Certificates of Insurance, within fifteen (15) calendar days after the Contract has been awarded. Failure to do so shall make the Contract null and void.

10. Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage; 2) 5% Bid Security with submittal of bid; 3) 110% Performance Security within fifteen (15) calendar days after Contract award; 4) applicable OSHA and EPA requirements.

11. Bid package (Instructions to Bidders, Contract Documents, Plans, Specifications and Special Provisions) for use by prospective Bidders and interested suppliers may be obtained from the Public Works Street Division Office, 200 North Raddant Road, Batavia, Illinois, 60510-2292.

Dated this 30th day of September, 2016.

City of Batavia

Andrea M Podraza

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

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INSTRUCTIONS TO BIDDERS

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

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

2. **SCOPE:**
The scope of work is outlined in the Contract Documents, Specifications and drawings.

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

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

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

6. **PRE-BID MEETING:**
Not applicable.

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

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

8. **PREPARATION OF BID PROPOSAL:**

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

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

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

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

9. **SIGNATURE ON BID PROPOSAL:**

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

10. **BID GUARANTEE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **EMPLOYMENT OF ILLINOIS WORKERS**
Attention is called to the need for compliance with the Illinois Works on Public Works ACT 30 ILCS 570-0.01 et seq.

25. **PREVAILING WAGES :**

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

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

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

Kane County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

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

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

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

Explanations

KANE COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

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

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

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEERS - FLOATING
Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

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

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

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

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

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

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

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

Other Classifications of Work:

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

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

BID PROPOSAL

CITY OF BATAVIA

PROJECT: **Nagel Basin Conversion**

NAME OF BIDDER: Applied Ecological Services, Inc.

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

TELEPHONE NUMBER: (608) 897-8641

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

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

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

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

BIDDING SCHEDULE

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

BID SCHEDULE
NAGEL BASIN CONVERSION

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

$ 440.00 Removal and Disposal of Surface Trash per Cubic Yard

$ 116.00 Removal and Disposal of Cattail Debris per Cubic Yard

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

$ 1,030.00 Herbicide Treatments per Each Application

$ 780.00 Special High Mowing per Each Occurrence

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

BID FORM

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

Total Lump Sum Amount in Numbers:$ 49,510.00

Total Lump Sum Amount Writing:

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

Schedule of Adjustment Unit Prices:

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

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

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

ACKNOWLEDGMENT OF ADDENDA:

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

N/A

SIGNATURE OF BIDDER

Steven A Dischler

By Steven Dischler

Title: President + CEO

BID CONDITIONS

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

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

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

PROPOSAL SIGNATURE

1. **CORPORATION:**
The Bidder is a corporation organized and existing under the laws of the State of WI, which operates under the legal name of

Corporate Name: Applied Ecological Services, Inc.

Business Address: 17921 W. Smith Road
Brodhead, WI 53520

Telephone Number: 608-897-8641

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

President: Steven Dischler

Secretary: Steven Dischler

Treasurer: n/a

Manager: Josh LaPointe

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

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

Attest: Doreen A Rosbusch
Asst. Secretary

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

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

The Partnership does business under the legal name of:

Firm Name: _____

Business Address: _____

_____

Telephone Number: _____

Signed By: _____ **Date:**_____
Title:

3. **INDIVIDUAL:**
The Bidder is an individual whose full name is:

Name: _____

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

Trade Name: _____

Business Address: _____

_____

Telephone Number: _____

Signed By: _____ **Date:**_____
Title:

CONTRACT

1. **THIS AGREEMENT**, made and concluded this 7th day of November, 2016 between the **City of Batavia** acting by and through **the City Council of the City of Batavia**, known as the party of the first part, and **Applied Ecological Services, Inc., Brodhead, Wisconsin**, their executors, administrators, successors, or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal, attached hereto, to be made and performed by the part of the first part and, according to the terms expressed in the Contract Bond referring to these presents, the party of the second part agrees with said party of the first part, at their own proper cost and expense, to do all the work, furnish all materials, and all labor necessary to construct the **Nagel Basin Conversion** in accordance with the plans, specifications, and special provisions hereinafter described and in full compliance with all of the parts of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed to that the Contract Documents for the **Nagel Basin Conversion** attached hereto, constitute all essential documents of this contract and are a part thereof.

4. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

For the Owner,
Party of the First Part **City of Batavia**

_____ By:_____
Attest: Christine Simkins, Deputy City Clerk Jeffery D. Schielke, Mayor
(Corporate Seal)

For the Contractor,
Party of the Second Part **Applied Ecological Services, Inc., Brodhead, Wisconsin**

Printed Name:_____

Signature:_____
President, Party of Second Part

_____
Attest: Secretary

STANDARD FORM OF PERFORMANCE AND PAYMENT BOND

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

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

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

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

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

Batavia City Council
Governing Body of Owner

By: _____
Jeffery D. Schielke, Mayor

Attest:

_____
Christine Simkins, Deputy City Clerk

Corporate Name:_____

By:_____
President

Attest:_____
Secretary

Surety_____
(Seal)

By:_____
Attorney in Fact (Seal)

Municipal or Corporate Seal

By:_____
Attorney in Fact (Seal)

For: _____

State of Illinois

SS.

County of Kane

PART 2

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

GENERAL CONDITIONS OF THE CONTRACT

1. **DEFINITIONS:**
The following terms as used in these contract documents are respectively defined as follows:

a. ***"Project":*** The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the within contract.

b. **"Owner":** The contracting party initiating the project as set forth in the contract acting through its authorized representative in accordance with specific duties delegated to such representatives.

c. ***"Contractor":*** The person, persons, firm or corporation to whom the within contract is awarded by the Owner, and who is subject to the terms of said contract. Also the agents, employees, workmen, or assignees of said Contractor.

d. ***"Sub-Contractor":*** A person, firm or corporation other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project.

e. ***"Work":*** All work including materials, labor, supervision, use of tools necessary to complete the project in full compliance with the terms of the contract.

f. ***"Engineer":*** The person, persons or firm named in the Instructions to Bidders as having prepared the Contract Documents, or other Engineers appointed by the Owner for the supervision of construction of the project.

g. ***"Surety":*** The person, firm or corporation that has executed, as Surety, the Contractor's Performance Bond, securing the performance of the within contract.

h. ***"Contract":*** The term "Contract" shall be understood to mean the agreement covering the performance of the work covered by these specifications, including the Instructions to Bidders, Bid Proposal, Bid Conditions, Bid Schedule, Standard Form of Contract Bond, Performance Bond, these Specifications, supplemental agreements entered into, all general or special provisions pertaining to the work or materials therefore, and all matters and things mentioned in the form of the contract itself as constituting a part or parts thereof.

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

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

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

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

a. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than $1,000,000/occurrence, $2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than $1,000,000/occurrence, $2,000,000/policy limit, subject to the terms and conditions of the policy, plus $2,000,000 umbrella. A copy of the policy may be required.

b. **Automobile Liability** insurance, in an amount not less than $1,000,000 combined single limit, plus $2,000,000 umbrella. Said insurance is to be extended to cover hired and non-owned vehicles.

c. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of $2,000,000.

d. **Workers' Compensation** is to be provided as required by statute.

e. Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A.

f. A certificate of insurance is required as evidence of coverage, with the City of Batavia named as an additional insured. The same full insurance coverage provided to the named insured, whether it is the Contractor or a sub-contractor, shall be provided to the City without any limitations or endorsements that might

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

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

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

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

5. **DEFINITION OF NOTICE:**
Where in any section of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given;

a. ***As to the Owner***: When written notice shall be delivered to the Engineer of the Owner, or shall have been placed in the United States mails addressed to the Chief Executive Officer of the Owner at the place where the bids, or proposals for the contract were opened;

b. ***As to the Contractor:*** When a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract, or when such written notice shall have been placed in the United States mails addressed to the Contractor at the place stated in the papers prepared by the Contractor to accompany their proposal as the address of the Contractor's permanent place of business;

c. ***As to Surety:*** On the Performance Bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety, and when two (2) copies of such notice shall have been filed with the Owner.

6. **INTENT OF CONTRACT DOCUMENTS:**

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

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

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

7. **PLANS AND SPECIFICATIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. **DEDUCTIONS FOR UNCORRECTED WORK:**

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

33. **CHARGES-PAYMENTS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

41. **MEASUREMENT OF WORK:**

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

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

43. **FAILURE TO COMPLETE THE WORK ON TIME (LIQUIDATED DAMAGES):**
Liquidated damages are not applicable. This is a Performance based on contract. Payment shall be made to the Contractor based on the work meeting performance criteria as indicated in the Contract Documents.

PART 3

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STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS APPLICABLE TO THIS WORK AND CONTRACT:

1. The City Code of Batavia, Illinois.

2. "Standard Specifications for Water and Sewer Main Construction in Illinois", (SSWSMC), latest edition.

3. "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation, (SSRBC), latest edition.

4. "Supplemental Specifications and Recurring Special Provisions", Illinois Department of Transportation, latest edition.

5. The attached Illinois Department of Transportation traffic control and protection standards.

6. The Manual on Uniform Traffic Control Devices, latest edition.

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

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

CITY OF BATAVIA

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

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CITY OF BATAVIA

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

GENERAL

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

LOCATION OF PROJECT

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

DESCRIPTION OF PROJECT

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

DEFINITION OF TERMS

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

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

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

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

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

BID SUBMITTAL REQUIREMENTS

The following documents must be included with the submitted bid:

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

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

PERFORMANCE BASED CONTRACT

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

CONTACTS

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

CONSTRUCTION SCHEDULE

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

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

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

MATERIAL STORAGE

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

CONSTRUCTION NOISE RESTRICTIONS

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

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

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

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

SEQUENCE OF OPERATIONS

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

APPROVAL OF SUBCONTRACTORS

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

ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS

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

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

CONTRACTOR PAYOUTS – REQUIRED SUBMITTALS

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

Payment Process:

1. Quantity approval requirements:
    a. Quantities will be calculated and submitted and reviewed/approved by the engineer prior to submitting any invoices. Clearly identify the pay item and quantities used.

2. Invoice submittal requirements:
    a. General invoice for entire project after approval of above.
    b. Lien Waivers from General Contractor and Subcontractors receiving payments. General Contractor Lien Waiver is required to submit invoice and sub-contractor waivers are preferred at this time as well, but if needed they may be submitted prior to release of check.

3. Payment release requirements:
    a. Lien Waivers from General Contractor and any Subcontractors receiving payments from subject payout.
    b. Copies of Certified Payroll for period when work was completed.

c. Sworn Statement from General Contractor.

RESIDENT NOTIFICATIONS

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

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

USE OF FIRE HYDRANTS

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

CONTRACTOR MOBILIZATION

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

DUST CONTROL

Dust control shall be considered included in the cost of the contract.

DISPOSAL OF DEBRIS, EXCESS MATERIALS & EXCAVATED OR REMOVED MATERIALS

The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, or debris generated in the course of the work. Removal and disposal of surplus, unstable, and unsuitable materials and organic waste shall follow Section 202 of the standard specifications. All removal or excavation items being disposed of at a landfill or clean construction and demolition debris (CCDD) fill site shall meet the requirements of Public Act 96-1416 and Section 107 of the standard specifications. All costs associated with meeting these requirements shall be included in the unit price cost for the associated removal or excavation items in the contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed professional engineer, and State or Local tipping fees.

“The contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil; the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.”

The contractor shall load the removed pieces of curb and gutter, sidewalk, driveway and street pavements, etc., directly onto trucks, haul it away, and dispose of it. The temporary storing of excavated materials on the parkways, and rehandling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The City will not provide for one. The stockpiling of excavated or backfill material within the roadway overnight shall not be permitted.

INVESTIGATION OF CONDITIONS

Bidders are required to submit their proposals upon the express condition that they have noted the site of the proposed work and are fully acquainted with work to be performed under this contract. The contractors are expected to make their estimates of the facilities needed and the difficulties attending the execution of proposed contract, including local conditions, availability of labor, weather and other contingencies. In no event will the Local Sponsors assume any responsibility whatever for interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint themselves with all available information concerning these conditions will not relieve the successful bidder from responsibility for estimating difficulties and costs of successfully performing and completing the work.

LIMITS OF REMOVAL

All pay items for removal and replacement must be field measured and marked by the Engineer prior to construction. No payment will be made for any items of work which have been removed and/or replaced without having been field measured and marked by the Engineer. Repairs to asphalt and concrete driveways damaged by contractor not specifically listed in this contract will be considered included. No additional payment will be made for removal and/or replacement beyond field markings unless specifically authorized by the Engineer.

RESTORATION

After removing the forms, and within three (3) working days, the contractor shall backfill to match existing grades with pulverized topsoil. This also includes all driveway repairs and street patching. (NOTE: Matching existing grades of the new sidewalk can extend up to 4' of pulverized topsoil, seed and hydro-mulch) Areas damaged by contractor during the removal process shall be repaired at the contractor's expense as stated above. The pulverized topsoil shall be graded, compacted to prevent settlement and raked smooth prior to seed and hydro-mulch.

SITE CONSTRUCTION

The following Special Provisions apply to the Nagel Basin Conversion Project, including native planting plans and specifications identified in the plans entitled *City of Batavia Nagel Basin Conversion* plans and dated 09-13-2016.

SP-1 REMOVAL AND DISPOSAL OF SURFACE TRASH

DESCRIPTION: This work will include hand-removal of general litter materials including plastics and foam products and other materials that have blown-in or floated into the basin. All trash shall be removed from the project site and disposed of as allowed by state and local laws and regulations.

SCHEDULE: Trash shall be removed prior to mowing and seedbed preparation.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per cubic yard for the removal and disposal of surface trash. Payment will include the cost of all labor and disposal needed to complete the work specified herein and to the satisfaction of the Engineer or Ecologist.

SP-2 REMOVAL AND DISPOSAL OF CATTAIL DEBRIS

DESCRIPTION: This work will include removal or finely mulching cattail debris to provide acceptable growing conditions for seed growth. All debris shall be deposited at an approved site that accepts organic material OR all debris shall be finely mulched and spread thinly above elevation 710.

SCHEDULE: Trash shall be removed prior to mowing and seedbed preparation.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per cubic yard for removal and disposal of cattail debris. Payment will include the cost of all labor and disposal needed to complete the work specified herein and to the satisfaction of the Engineer or Ecologist.

SP-3 EROSION CONTROL BLANKET

DESCRIPTION: Erosion control blanket is only required if work disturbs or exposes soil and soil erosion is possible. Deep tilling and removal of organic matter will require erosion control blanket, however, drill seeding and light raking methods that keep soil disturbance may not require erosion control blanket. The contractor is responsible for maintaining the stability of the basin slopes throughout the project and shall determine the need for erosion control blanket.

The work, if necessary, includes the transporting and placing 100% biodegradable erosion control blanket over areas subject to soil erosion. The blanket shall be a machine-produced knitted straw mat produced of 100% clean, weed free agricultural straw. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the blanket. The blanket shall be covered on top and bottom sides with a 100% biodegradable woven natural organic fiber netting such as North American Green S150BN or equal. No plastic netting will be allowed. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine stands to form an approximate 0.50 x 1.0 (1.27 x 2.54 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches (5-12.5cm) from the edge) as an overlap guide for adjacent mats.

SCHEDULE: Erosion control blanket shall be installed within 24 hours of seeding.

Costs for erosion control blanket shall be included in the cost for Native Seeding. All work areas shall be stable within 24 hours of seeding before payment of seeding/blanketing costs.

BASIS OF PAYMENT: This work will not be paid for separately, but shall be included in the contract lump sum price for Native Seeding. Payment will include the cost of all material and labor needed to complete the work specified herein and to the satisfaction of the Engineer or Ecologist.

SP-4 NATIVE SEEDING

DESCRIPTION: This work shall consist of preparing the seed bed and placing the seed in zone areas as shown in the plans.

The Contractor shall notify the Ecologist at least 48 hours prior to the seeding day for observation purposes. Copies of all seed material packing lists must be provided at that time. The Contractor may at his discretion depending the type of equipment to be used mow the area prior to seeding. The mowing work will not be paid for separately but shall be included in the contract price for native seeding.

The seed mixes shall be supplied in separate bags for the three planting zones: Emergent, wet/mesic prairie, and woodland. All native seed species will be local genotype and verified that original seed collection source will be from within a radius of 150 miles from Kane County. The prairie and woodland seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required. Fertilizer containing phosphorus is prohibited. Fertilizer may not be used below basin elevation 714.

Seeding Mixtures (in Pure Live Seed):

Emergent Seed Mix

Temporary Cover:		
Scientific Name	**Common Name**	**LBS/Acre**
Agrostis alba	Redtop	0.50
Avena sativa	Seed oats	22.50
Lolium multiflorum	Annual rye	6.00
		29.00
Permanent Grasses:		
Scientific Name	**Common Name**	**LBS/Acre**
Eleocharis obtusa	Blunt spike rush	0.19
Juncus effusus	Common rush	0.19
Leersia orzyoides	Rice cut grass	0.25
Scirpus acutus	Hard-stemmed bulrush	0.20
Scirpus fluviatilis	River bulrush	0.10
Scirpus validus creber	Great bulrush (softstem)	0.38
		1.30
Forbs:		
Scientific Name	**Common Name**	**LBS/Acre**
Alisma subcordatum	Common water plantain	0.75
Mimulus ringens	Monkey flower	0.15
Penthorum sedoides	Ditch stonecrop	0.15
Polygonum pensylvanicum	Smartweed	0.40
Sagittaria latifolia	Common arrowhead	0.50
Sparganium eurycarpum	Common bur reed	0.70
		2.65

Wet to Mesic Prairie Seed Mix

Temporary Cover:		
Scientific Name	**Common Name**	**LBS/Acre**
Agrostis alba	Redtop	1.000
Avena sativa	Seed oats	28.000
Elymus canadensis	Canada wild rye	3.000
Lolium multiflorum	Annual rye	5.000
Phleum pratense	Timothy	2.000
		36.000
Permanent Grasses:		
Scientific Name	**Common Name**	**LBS/Acre**
Andropogon gerardii	Big Bluestem	0.350
Panicum virgatum	Switch Grass	0.250
Sorghastrum nutans	Indian grass	0.250
Spartina pectinata	Prairie Cord Grass	0.200
		1.050
Forbs:		
Scientific Name	**Common Name**	**LBS/Acre**
Aster novae-angliae	New England aster	0.031
Asclepias sullvantii	Prairie Milkweed	0.063
Baptisia leucantha	White indigo	0.125
Camassia scilloides	Wild Hyacinth	0.063
Cassia fasciculata	Partridge Pea	0.188
Eryngium yuccifolium	Rattlesnake Master	0.188
Helenium autumnale	Sneezeweed	0.031
Lespedeza capitata	Roundhead Bushclover	0.188
Liatris pycnostachya	Prairie Blazingstar	0.313
Liatris spicata	Marsh Blazingstar	0.188
Monarda fistulosa	Prairie bergamot	0.016
Parthenium integrifolium	Wild quinine	0.313
Petalostemum candidum	White Prairie Clover	0.125
Petalostemum purpureum	Purple Prairie Clover	0.188
Physostegia virginiana	False Dragonhead	0.063
Pycnanthemum virginiana	Mountain Mint	0.016
Ratibida pinnata	Yellow Coneflower	0.250
Rudbekia hirtia	Black-eyed susan	0.188
Silphium laciniatum	Compass Plant	0.188
Silphium perfoliatum	Cup Plant	0.125
Silphium terebinthinaceum	Prairie Dock	0.125
Solidago rigida	Stiff Goldenrod	0.125
Vernonia fasciculata	Common ironweed	0.188
Veronicastrum verginicum	Culver's Physic	0.063
Zizia aurea	Golden Alexanders	0.031
		3.382

Woodland Seed Mix

Temporary Cover:		
Scientific Name	**Common Name**	**LBS/Acre**
Avena sativa	Seed oats	32.000
Lolium multiflorum	Annual rye	4.000
		36.000
Permanent Grasses, Sedges, & Rushes:		
Scientific Name	**Common Name**	**LBS/Acre**
Andropogon gerardii	Big Bluestemm Grass	1.00
Andropogon scoparius	Little Bluestem Grass	2.00
Bouteloua curtipendula	Side-oats Grama	2.00
Bromus pubescens	Woodland Brome	0.031
Carex sp.	Woodland Sedge Species	0.062
Elymus canadensis	Canada wild rye	1.500
Elymus villosus	Silky Wild Rye	2.000
Elymus virginicus	Virginia Wild Rye	2.000
Festuca obtusa	Nodding Fescue	0.016
Glyceria striata	Fowl Manna Grass	0.062
Juncus sp.	Various Rush Species	0.062
		10.733
Forbs:		
Scientific Name	**Common Name**	**LBS/Acre**
Agastache scrophulariaefolia	Purple Hyssop	0.016
Anemone virginiana	Anemone	0.031
Aquilegia canadensis	Columbine	0.006
Aster shortii	Short's Aster	0.061
Baptisia leucantha	White indigo	0.125
Echinacea purpurea	Purple coneflower	0.500
Hypericum pyramidatum	Great St. John's Wort	0.016
Lobelia siphilitica	Great Blue Lobelia	0.016
Penstemon digitalis	Foxglove Beardtongue	0.016
Polygonatum canaliculatum	Smooth Solomon's Seal	0.016
Pycnanthemum pilosum	Hairy Mt. Mint	0.016
Ratibida pinnata	Yellow Coneflower	0.125
Rosa blanda	Early Wild Rose	0.031
Rudbeckia triloba	Brown-eyed susan	0.250
Seymeria macrophylla	Mullein Foxglove	0.016
Silphium integrifolium	Rosinweed	0.125
Smilacina racemosa	Feathery False Solomon's Seal	0.006
Teacrium canadense	Germander	0.062
Tradescantia ohioensis	Ohio Spiderwort	0.032
		1.466

BASIS OF PAYMENT: This work will be paid for at the contract unit price per acre for Native Seeding. Payment will include the cost of all material and labor needed to complete the work specified herein including Erosion Control Blanket and to the satisfaction of the Engineer or Ecologist.

SP-5 HERBICIDE TREATMENTS

DESCRIPTION: This work shall consist of the application of a non-selective, non-residual, post emergent herbicide to kill existing weedy vegetation in and around the basin prior to native seeding and during native vegetation maintenance work over a period of three years. One application shall consist of the application of herbicide to all invasive species on the entire project site, regardless of the number of trips to the site required to complete the application.

MATERIALS: The non-selective and non-residual (Wetland) herbicide shall have a formulation in which contains glyphosate as the primary active ingredient and shall consist of the manufacturer's specific formulation at the time of intended application. The approved herbicide provided must be proven to be effective on the target vegetation species as identified by the Engineer or Ecologist.

The Contractor shall submit a certificate, including the following, prior to starting work:

- The chemical names of the compound and the percentage by weight of the ingredients which must match the above specified formulation.
- A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal spraying conditions.
- A statement that the herbicide, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
- A statement describing supplemental products proposed for use when the manufacturer of the herbicide requires that surfactants, drift control agents, or other additives be used with the product. These tank mix additives shall be used as specified by the manufacturer. Required additives will not be paid for separately.

All material shall be brought to the spray area in the original, unopened containers supplied by the manufacturer. The herbicide formulation must be approved to use in or near water.

APPLICATION RATE: The non-selective and non-residual herbicide shall be applied according to the label instructions.

Water for dilution of the mixture will not be paid for separately.

METHOD OF MEASUREMENT: Weed Control, Non-selective and Non-Residual herbicide will be measured per application on all invasive plant species.

BASIS OF PAYMENT: Weed Control, Non-selective and Non-Residual will be paid at the contract unit price per each application for HERBICIDE TREATMENTS. Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for Herbicide Treatments, and no additional compensation will be allowed.

SP-6 SPECIAL HIGH MOWING

DESCRIPTION: This work will include up to six (6) specialized high mowing's during the first two (2) years as needed for seedbed preparation and weed control as determined necessary by the contractor or as directed by the City Engineer or Ecologist. A flail-type mower that cuts at a height of 6-8 inches shall be used.

SCHEDULE: Mowing can begin when the contract is awarded and site conditions permit. Three or four mows may be necessary the first season, and two cuttings during the second season, depending on site conditions.

METHOD OF MEASUREMENT: Mowing will be measured per occurrence.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per each occurence for SPECIAL HIGH MOWING. Payment will include the cost of all equipment and labor

needed to complete the work specified herein and to the satisfaction of the City Engineer or Ecologist.

SP-7 WATERING

DESCRIPTION: This work will include watering seeding areas as necessary to prevent desiccation of seed and seedlings as determined by the contractor and approved by the City Engineer or Ecologist.

SCHEDULE: Watering will only begin after the successful seeding of the basin and during the plant establishment period (0-12 months).

Watering must be completed in a timely manner. A minimum of 3,000 gal/units of water per application must be applied until the seedlings are established. Damage to plant material that is a result of the Contractor's failure to water in a timely way must be repaired or replaced at the Contractor's expense.

SOURCE OF WATER: The Contractor shall notify the City Engineer or Ecologist of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth or water quality.

RATE OF APPLICATION: As necessary to prevent desiccation of seedlings.

METHOD OF APPLICATION: A spray nozzle that does not dislodge soil particles or damage small plants must be used when watering cover crop and native plants. Water shall trickle slowly into soil and soak the root zone.

METHOD OF MEASUREMENT: Watering will be measured in units of 1000 gallons (3,785 liters) of water applied as directed.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per unit of WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

-End-

PART IV

Nagel Basin Conversion Project Plans……..Sheets 1 - 4

CITY OF BATAVIA
NAGEL BASIN CONVERSION

LEGEND

EXISTING		PROPOSED
	VALVE VAULT	
	MANHOLE	
	SANITARY MANHOLE	
	CATCH BASIN	
	INLET	
	FIRE HYDRANT	
	B-BOX	
	WATER VALVE BOX	
	TRAFFIC SIGN	
	LAMP POST	
	STREET LIGHT	
	UTILITY POLE	
	GAS VALVE	
	HANDHOLE	
	TRAFFIC SIGNAL	
	CONTROLLER	
	UTILITY PEDESTAL	
	TELEPHONE MANHOLE	
	MAILBOX	
	CONTROL POINT	
	SOIL BORING	
	DOWNSPOUT	

APPROVED BY:

CITY OF BATAVIA

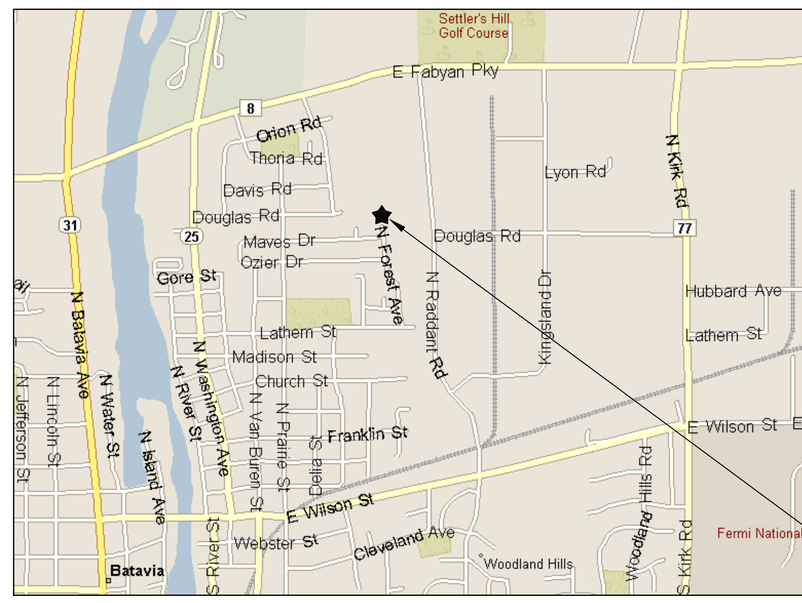
DATE

PREPARED BY:

JAMES J. BENES & ASSOCIATES, INC.

950 Warrenville Road, Suite 101, Lisle, Illinois 60532
Tel. (630) 719-7570 • Fax (630) 719-7589

DATE



LOCATION MAP

PROJECT LOCATION

CITY HALL 100 N. ISLAND AVENUE			Email @cityofbatavia.net
CITY ENGINEER DEVELOPMENT ENGINEER	RAHAT BARI ANDREA PODRAZA	(630) 454-2760 (630) 454-2757	rbari apodraza
PUBLIC WORKS 200 N. RADDANT ROAD			
PUBLIC WORKS DIRECTOR STREETS, STORM SEWERS, PARKWAY TREES WATER, WASTEWATER COLLECTION, METERING WASTEWATER TREATMENT ELECTRIC SUPERINTENDENT	GARY HOLM SCOTT HAINES JOHN DILLON BYRON RITCHASON	(630) 454-2309 (630) 454-2421 (630) 454-2453 (630) 454-2320 (630) 454-2350	gholm shaines jdillon britchas

INDEX OF SHEETS

1 TITLE SHEET
2 NATIVE PLANTING PLAN
3 SEED LIST
4 SPECIFICATIONS

Mayor
Jeffery D. Schielke

Aldermen
Michael F. O'Brien
Martin Callahan
Kyle Hohmann
Paula Mueller
Kevin Botterman
Nicholas Cerone
Drew McFadden
Carl Fischer
Alan Wolff
Dan Chanzit
Susan Stark
Lucy Thelin Atac
Michael Russotto
Dave Brown

Joint Utility Locating Information for Excavators
CALL JULIE TOLL FREE 1-800-892-0123
Call 48 hours before you dig (Excluding Sat., Sun. & Holidays)

1529

LEGEND

- ① **Site access - N. Forest Ave. Contact City for removal of guard rail and installation of temporary barrier**
- ② **Woodland planting zone (shade-tolerant seeding area with forbs)**
- ③ **No tree pruning. Restore vegetation to tree dripline**
- ④ **Control *Salix* shrubs. Treat with approved herbicide**
- ⑤ **Acceptable plants - minimize disturbance**
- ⑥ **No work under utility lines - do not disturb existing lawn**
- ⑦ **Prairie seeding zone (Wet to mesic prairie plants)**
- ⑧ **Emergent zone restoration area (cattail debris removal and seeding)**

Quantities

ITEM NO.	DESCRIPTION	TOTAL QUANTITY
1	REMOVAL AND DISPOSAL OF SURFACE TRASH	3 cu.yd
2	REMOVAL AND DISPOSAL OF CATTAIL DEBRIS*	50 cu.yd
3	NATIVE SEEDING (EMERGENT, WET/MESIC PRAIRIE, WOODLAND) 3 acre	3 acre
4	HERBICIDE TREATMENTS (YR 1-3)	9
5	SPECIAL HIGH MOWING (YR 1: 3 to 4 cuttings; YR 2: 2 cuttings)	6
6	WATERING (YR 1) (1,000 gal/unit)	12

* Fine mulching of dry cattail debris is permitted if replaced above elevation 711 and less than 1" deep.

JAMES J. BENES & ASSOCIATES, INC.
950 Warrenville Road, Suite 101, Lisle, Illinois 60532
Tel. (630) 719-7570 • Fax (630) 719-7589

DESIGNED	— DAK	REVISED	— ___
DRAWN	— SMP	REVISED	— ___
CHECKED	— DAK	REVISED	— ___
DATE	— 9/13/2016	REVISED	— ___

CITY OF BATAVIA
NAGEL BASIN CONVERSION
PIN #12-14-100-004

NATIVE PLANTING PLAN

SCALE: 1"=30' | SHEET NO. 2 OF 4 SHEETS

Emergent Seed Mix

Temporary Cover:		
Scientific Name	**Common Name**	**LBS/Acre**
Agrostis alba	Redtop	0.50
Avena sativa	Seed oats	22.50
Lolium multiflorum	Annual rye	6.00
		29.00

Permanent Grasses:		
Scientific Name	**Common Name**	**LBS/Acre**
Eleocharis obtusa	Blunt spike rush	0.19
Juncus effusus	Common rush	0.19
Leersia orzyoides	Rice cut grass	0.25
Scirpus acutus	Hard-stemmed bulrush	0.20
Scirpus fluviatilis	River bulrush	0.10
Scirpus validus creber	Great bulrush (softstem)	0.38
		1.30

Forbs:		
Scientific Name	**Common Name**	**LBS/Acre**
Alisma subcordatum	Common water plantain	0.75
Mimulus ringens	Monkey flower	0.15
Penthorum sedoides	Ditch stonecrop	0.15
Polygonum pensylvanicum	Smartweed	0.40
Sagittaria latifolia	Common arrowhead	0.50
Sparganium eurycarpum	Common bur reed	0.70
		2.65

Wet to Mesic Prairie Seed Mix

Temporary Cover:		
Scientific Name	**Common Name**	**LBS/Acre**
Agrostis alba	Redtop	1.000
Avena sativa	Seed oats	28.000
Elymus canadensis	Canada wild rye	3.000
Lolium multiflorum	Annual rye	5.000
Phleum pratense	Timothy	2.000
		36.000

Permanent Grasses:		
Scientific Name	**Common Name**	**LBS/Acre**
Andropogon gerardii	Big Bluestem	0.350
Panicum virgatum	Switch Grass	0.250
Sorghastrum nutans	Indian grass	0.250
Spartina pectinata	Prairie Cord Grass	0.200
		1.050

Forbs:		
Scientific Name	**Common Name**	**LBS/Acre**
Aster novae-angliae	New England aster	0.031
Asclepias sullvantii	Prairie Milkweed	0.063
Baptisia leucantha	White indigo	0.125
Camassia scilloides	Wild Hyacinth	0.063
Cassia fasciculata	Partridge Pea	0.188
Eryngium yuccifolium	Rattlesnake Master	0.188
Helenium autumnale	Sneezeweed	0.031
Lespedeza capitata	Roundhead Bushclover	0.188
Liatris pycnostachya	Prairie Blazingstar	0.313
Liatris spicata	Marsh Blazingstar	0.188
Monarda fistulosa	Prairie bergamot	0.016
Parthenium integrifolium	Wild quinine	0.313
Petalostemum candidum	White Prairie Clover	0.125
Petalostemum purpureum	Purple Prairie Clover	0.188
Physostegia virginiana	False Dragonhead	0.063
Pycnanthemum virginiana	Mountain Mint	0.016
Ratibida pinnata	Yellow Coneflower	0.250
Rudbekia hirtia	Black-eyed susan	0.188
Silphium laciniatum	Compass Plant	0.188
Silphium perfoliatum	Cup Plant	0.125
Silphium terebinthinaceum	Prairie Dock	0.125
Solidago rigida	Stiff Goldenrod	0.125
Vernonia fasciculata	Common ironweed	0.188
Veronicastrum verginicum	Culver's Physic	0.063
Zizia aurea	Golden Alexanders	0.031
		3.382

Woodland Seed Mix

Temporary Cover:		
Scientific Name	**Common Name**	**LBS/Acre**
Avena sativa	Seed oats	32.000
Lolium multiflorum	Annual rye	4.000
		36.000

Permanent Grasses, Sedges, & Rushes:		
Scientific Name	**Common Name**	**LBS/Acre**
Andropogon gerardii	Big Bluestemm Grass	1.00
Andropogon scoparius	Little Bluestem Grass	2.00
Bouteloua curtipendula	Side-oats Grama	2.00
Bromus pubescens	Woodland Brome	0.031
Carex sp.	Woodland Sedge Species	0.062
Elymus canadensis	Canada wild rye	1.500
Elymus villosus	Silky Wild Rye	2.000
Elymus virginicus	Virginia Wild Rye	2.000
Festuca obtusa	Nodding Fescue	0.016
Glyceria striata	Fowl Manna Grass	0.062
Juncus sp.	Various Rush Species	0.062
		10.733

Forbs:		
Scientific Name	**Common Name**	**LBS/Acre**
Agastache scrophulariaefolia	Purple Hyssop	0.016
Anemone virginiana	Anemone	0.031
Aquilegia canadensis	Columbine	0.006
Aster shortii	Short's Aster	0.061
Baptisia leucantha	White indigo	0.125
Echinacea purpurea	Purple coneflower	0.500
Hypericum pyramidatum	Great St. John's Wort	0.016
Lobelia siphilitica	Great Blue Lobelia	0.016
Penstemon digitalis	Foxglove Beardtongue	0.016
Polygonatum canaliculatum	Smooth Solomon's Seal	0.016
Pycnanthemum pilosum	Hairy Mt. Mint	0.016
Ratibida pinnata	Yellow Coneflower	0.125
Rosa blanda	Early Wild Rose	0.031
Rudbeckia triloba	Brown-eyed susan	0.250
Seymeria macrophylla	Mullein Foxglove	0.016
Silphium integrifolium	Rosinweed	0.125
Smilacina racemosa	Feathery False Solomon's Seal	0.006
Teacrium canadense	Germander	0.062
Tradescantia ohioensis	Ohio Spiderwort	0.032
		1.466

JAMES J. BENES & ASSOCIATES, INC.
950 Warrenville Road, Suite 101, Lisle, Illinois 60532
Tel. (630) 719-7570 · Fax (630) 719-7589

DESIGNED — DAK	REVISED — ___	CITY OF BATAVIA	SEED LIST
DRAWN — SMP	REVISED — ___	NAGEL BASIN CONVERSION	
CHECKED — DAK	REVISED — ___	PIN #12-14-100-004	SCALE: NONE / SHEET NO. 3 OF 4 SHEETS
DATE — 9/13/2016	REVISED — ___		

Planting Specifications
Part I. General

I. Description of Work

A. Provide trash removal, seeding, and 3-yr vegetation maintenance as shown on the drawings or inferable therefrom and/or as specified in accordance with the requirements of the Contract Documents, to meet established **Performance Criteria** for vegetation establishment (See Acceptance -Part 3. Sec. II. D).

B. Complete chemical treatments (herbicide) on non-native vegetation and woody growth including existing weedy ground cover and woody plants as shown on the drawings or inferable there from and/or as specified in accordance with the requirements of the Contract Documents.

C. Protection of existing features. During work, protect all City and residential properties, existing water course, structures, roadway, utilities and other site features.

II. Applicable Standards

A. American Standard for Nursery Stock, ANSI Z60.1 . American Nursery and Landscape Association, 1250 Eye Street. NW, Suite 500, Washington, D.C. 2005.

B. Illinois Urban Manual - Current Practice Standards for Erosion Control

C. All standards shall include the latest additions and amendments as of the date of advertisement for bids

III. Qualifications

A. Landscape planting and related work shall be performed by a firm with a minimum of five years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be approved by the City of Batavia.

IV. Requirements of Regulatory Agencies

A. Certificates of inspection shall accompany the invoice for each shipment of seed and plants as may be required by law for transportation. File certificates with the project ecologist or landscape architect prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

V. Submittals

A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified.

B. Nursery Sources: Submit a list of all nurseries that will supply seed, along with a list of the seed they will provide and the location of the nursery. All seed must be obtained from a source within 200 miles of the work area, unless otherwise approved by the project architect or ecologist or City.

VI. Planting Season

A. Planting shall be done within the following dates:

Native ground cover: May 24 to June 14.

Variance: If special conditions exist that warrant a variance in the above planting dates, a written request shall be submitted to the landscape architect or project ecologist stating the special conditions and the proposed variance. Permission for the variance will be given if warranted in the opinion of the landscape architect/ecologist. Any variance in the planting season will not affect the guarantee period.

VII. Utility Verification

The contractor shall be responsible for locating all utilities in the area of work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

Part 2. Materials

I. Seed

A. Seed shall be true to species and variety specified.

1. All names and descriptions shall be as defined in *Hortus Third*.
2. Unless approved by the landscape architect/ecologist, seed shall have been grown at a latitude not more than 200 miles north or south of the latitude of the project unless the provenance of the plant can be documented to be compatible with the latitude and cold hardiness zone of the planting location.
3. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect or project ecologist and The City of Batavia. If proof is submitted in writing that seed specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
4. The contractor shall ensure that all plant materials shown on the drawings, and seed bed preparation for the plant materials, are included in his or her bid.

II. Herbicide Treatment

A. Herbicide applications must follow applicable laws and regulations.

B. Herbicide shall be selected by a licensed applicator and applied by a licensed applicator or operator.

C. Herbicide used in the Emergent Zone shall be approved for use in aquatic habitats.

III. Mowing

A. Mowing is necessary to control weed growth during the first and second growing seasons. When the average plant height is 10-12 inches tall, mowing is requried at a height of 6-8 inches. Three or four mows may be necessary the first season, and two cuttings during the second season, depending on site conditions.

B. Mowing shall be performed using a flail-type or brush hog mower.

Part 3. Execution & Acceptance

I. Planting Operations

A. Watering: Contractor shall irrigate as required to maintain vigorous and healthy growth. Overwatering or flooding shall not be allowed. The contractor shall monitor, adjust, and use existing irrigation facilities, if available, and furnish any additional material, equipment, or water to ensure adequate irrigation.

B. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. The contractor may have to transport water from ponds or other sources, at no additional expense to the owner when irrigation systems are unavailable.

II. Acceptance

A. The landscape architect or project ecologist shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.

B. Acceptance of plant material shall be for general conformance to character and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.

C. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the City, the City shall certify in writing that the work has been accepted.

Final acceptance shall not be granted until Performance Criteria are met.

D. Performance Criteria

1. All vegetated zones shall achieve ninety percent (90%) cover, with no bare areas larger than 0.25 sq. meter.

2. Remove cattail debris preventing growth of emergent vegetation.

3. No vegetated zone shall be dominated or contain cumulatively more than twenty five percent (25%) cover of invasive plants including but not limited to the following species: sandbar willow (*Salix* spp.), buckthorn (*Rhamnus* spp.), reed canary grass (*Phalaris arundinacea*), purple loosestrife (*Lythrum salicaria*), sweet clover (*Melilotus* spp.), ragweed (*Ambrosia* spp.), or giant reed (*Phragmites australis*). Cattail (*Typha* spp.) shall be considered an acceptable species in the emergent zone.

4. At the end of the third growing season, the slopes around the basin shall have achieved fifty percent (50%) cover by native species listed on the approved planting list.

III. Acceptance in Part

A. Work may be accepted in parts when the City deems that practice to be complete and not subject to additional work. Approval must be given in writing by the City to the contractor verifying that the work is to be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

IV. Final Inspection and Final Acceptance

A. Upon written request of the contractor, the City landscape architect or project ecologist will inspect all work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect or project ecologist at that time, the landscape architect/ecologist shall certify, in writing, that the project has met Performance Standards and should receive final acceptance by the City.

V. Payment

A. Payment shall be made to the contractor as follows:

- 50 percent of the contract sum upon installation of the native seed and 20% at the end of the first growing season.
- 20 percent after herbicide treatments at the end of the second growing season.
- 10 percent after Performance Criteria have been met and third-year herbicide treatments are complete.

Additional Notes:

- The contractor shall give the City three (3) working days notice prior to the commencement of work.
- Any soil, mud or debris tracked or deposited onto the street shall be removed prior to the end of the work day.
- Neither the City nor its consultant shall assume any of the responsibilities of the contractor's superintendent or of subcontractors. Additionally, neither the City, nor its consultant shall advise on, or issue directions concerning, aspects of restoration means, methods, techniques, sequences or procedures, or safety precautions and/or programs in connection with the work.
- The contractor is responsible for locating public and private utilities. The contractor shall take due care to protect any utilities which may be affected by the work. Any damage to existing utilities shall be repaired at the contractor's expense.
- The contractor shall adhere to sediment and erosion control guidelines and specifications contained in the Illinois Urban Manual and the City of Batavia Storm Water Ordinance and the City of Batavia Design Manual.
- Basin slopes are to remain stable during seedbed preparation work. Tilled or otherwise exposed soil must be protected with a biodegradable erosion control blanket.
- Costs for predator barriers and erosion blanket (if any) shall be included in the cost and not incidental.
- The contractor is responsible for repairing erosion rills or gullies that form during the course of the project.
- The contractor shall restore the access route, restoring ruts and compacted soils.

CITY OF BATAVIA

DATE: **October 27, 2016**

TO: **Committee of the Whole-CD**

FROM: **Scott Buening, Community Development Director**

SUBJECT: **Resolution 16-87-R Kane County 2016 Community Development Block Grant Application**

Background

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

Analysis

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

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

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

Recommendation

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

Attachments:

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

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-87-R

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

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

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

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

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

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

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

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

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Saam					Stark				
5	Botterman					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

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Kane County Office of Community Reinvestment

2016 Community Development Fund
11/2/2016 deadline

City of Batavia

East Side Street Improvements

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

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

Additional Contacts
rbari@cityofbatavia.net

City of Batavia

100 N. Island Avenue
Batavia, IL 60510

City Administrator
Laura Newman
lnewman@cityofbayavia.net

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

PROJECT INFORMATION

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

Agency Background

1. Provide a general description of your organization, its history, the service(s) you provide, and the people or groups to whom you provide these services. Describe your organization's service area.
Upload in Documents tab: Agency Organizational Chart
The City of Batavia is a municipal corporation incorporated in 1872.

2. What are the specific goals and objectives of your organization and how will this project/program help you achieve those goals? How will your project/program improve the quality of life of those it is intended to serve?
The City of Batavia provides various municipal services to it's residents including construction and maintenance of streets and sidewalks. This program will improve streets in a low/mod income area to improve the access to their homes.

3. Describe your efforts to collaborate with other organizations regarding this project/program in order to avoid duplication of services and to maximize available resources.
The City is the sole service provider for public streets in its jurisdiction other than State and County roadways.

Project Detail

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

Avenue and Elizabeth Street.

5. Describe how you will measure the outcomes and evaluate success of the project? How will your project positively affect the neighborhood, the community and its residents?
The street improvements will enhance the accessibility and appearance of the neighborhood giving residents a newly improved street. In addition, some sidewalk segments will be improved for ADA accessibility thus making access easier for disabled individuals.

6. What is the specific project/program address? Include the name of the neighborhood or subdivision, as appropriate.
Various streets near the intersection of Franklin Street and Hamlet Street

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

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

Financial/Management Capabilities

8. Summarize your organization's recent experience (last 3 years) managing projects/programs funded by federal, state and/or local agencies. Indicate if your organization has ever had any funding withdrawn, recaptured, or returned, and why.
Identify and describe any audit findings or investigations (including outcome) made by any funding agency in the last 3 years. Include the name of the auditing agency and/or CPA.
We have applied for, received and managed grant funds for various projects including Safe Routes to School, CDBG, Kane County Riverboat Grants and Small Cities Grants among others. We did need to return a CDBG Grant in a prior year in the amount of $10,000. The grant awarded was too small in relation to the much larger project cost, and we could not fund the project with the reduced grant funding.

9. Briefly describe your organization's financial management capabilities, including accounting, payment, and record-keeping systems. Who performs the financial and record keeping functions?
Upload in Documents tab: Job Description and Resume(s) for individual(s) performing Financial Management AND Agency Chart of Accounts
We are a municipal government and follow the requirements of the GASB.

10. Who within the organization will have oversight/management responsibilities for the project/program described in this application?
Upload in Documents tab: Job Description and Resume(s) for individual(s) performing Project Management
Scott Buening, Community Development Director
Rahat Bari, City Engineer

Project Type

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

- ✔ Neighborhood Improvements (Questions #12 through #20)
- ☐ Emergency Shelter Services (Questions #21 through #24)

Neighborhood Improvements

12. Indicate the type(s) of neighborhood improvement(s) proposed:
Check all that apply

- ✔ Curb/Gutter
- ☐ Park
- ☐ Sanitary Sewer
- ✔ Sidewalk
- ☐ Stormwater Drainage
- ✔ Street Paving
- ☐ Water

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

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

14. If your project is part of a comprehensive effort to improve living conditions in the area, briefly describe the other projects/initiatives that have either recently been completed or are planned.
Upload in Documents tab: Plan document(s) describing Neighborhood/Community Improvement Plans
The City was awarded a CDBG grant in 2015 to add a sidewalk link elsewhere in the Fourth Ward. The City has been making efforts to improve public infrastructure in this Ward on an annual basis.

15. Describe environmentally friendly features incorporated into your project that are expected to result in energy savings or water conservation. Describe elements specifically aimed at improving the health and/or safety of area residents.
The addition of ADA sidewalk ramps will improve accessibility and mobility for disabled individuals.

16. All aspects of the project will occur at:
Check all that apply

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

17. If additional property is to be secured, briefly describe your plan and timeframe for acquiring the necessary property/easements, including the status of any discussions or negotiations. Otherwise enter "N/A"
Upload in Documents tab: Market analysis or appraisal of property to be acquired
N/A

18. Has your organization completed plans/specifications for the project? Has your organization initiated contact with the applicable local zoning, planning or building authorities to ensure your scope meets local regulations?
Upload in Documents tab: Plans/Specifications
Cost estimate and map has been completed.

19. Describe how your agency estimated project costs?
Upload in Documents tab: Contractor estimates and/or quotations for services
In house City Engineer cost estimate prepared.

20. Has a Phase I Environmental Site Assessment or other environmental study been completed regarding the property? Have any environmental conditions impacted your project design?
Upload in Documents tab: Phase I ESA or other environmental study, site photos of all sides of the property, an aerial photo, and a map delineating the subject property
No. No environmental impacts expected.

Emergency Shelter Services

21. Provide a detailed description of your program.
-answer not presented because of the answer to #11-

22. Your agency must collect and maintain information from all users served by your facility, including household location, size, income, race, and ethnicity. Describe the methodology you use to document client eligibility.
-answer not presented because of the answer to #11-

23. Is your organization an active member of the Continuum of Care for Kane County?
-answer not presented because of the answer to #11-

24. Is your organization utilizing the Continuum's Homeless Management Information System (HMIS)?
-answer not presented because of the answer to #11-

BUDGET

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

	$ 150,000.00	**$ 100,000.00**

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

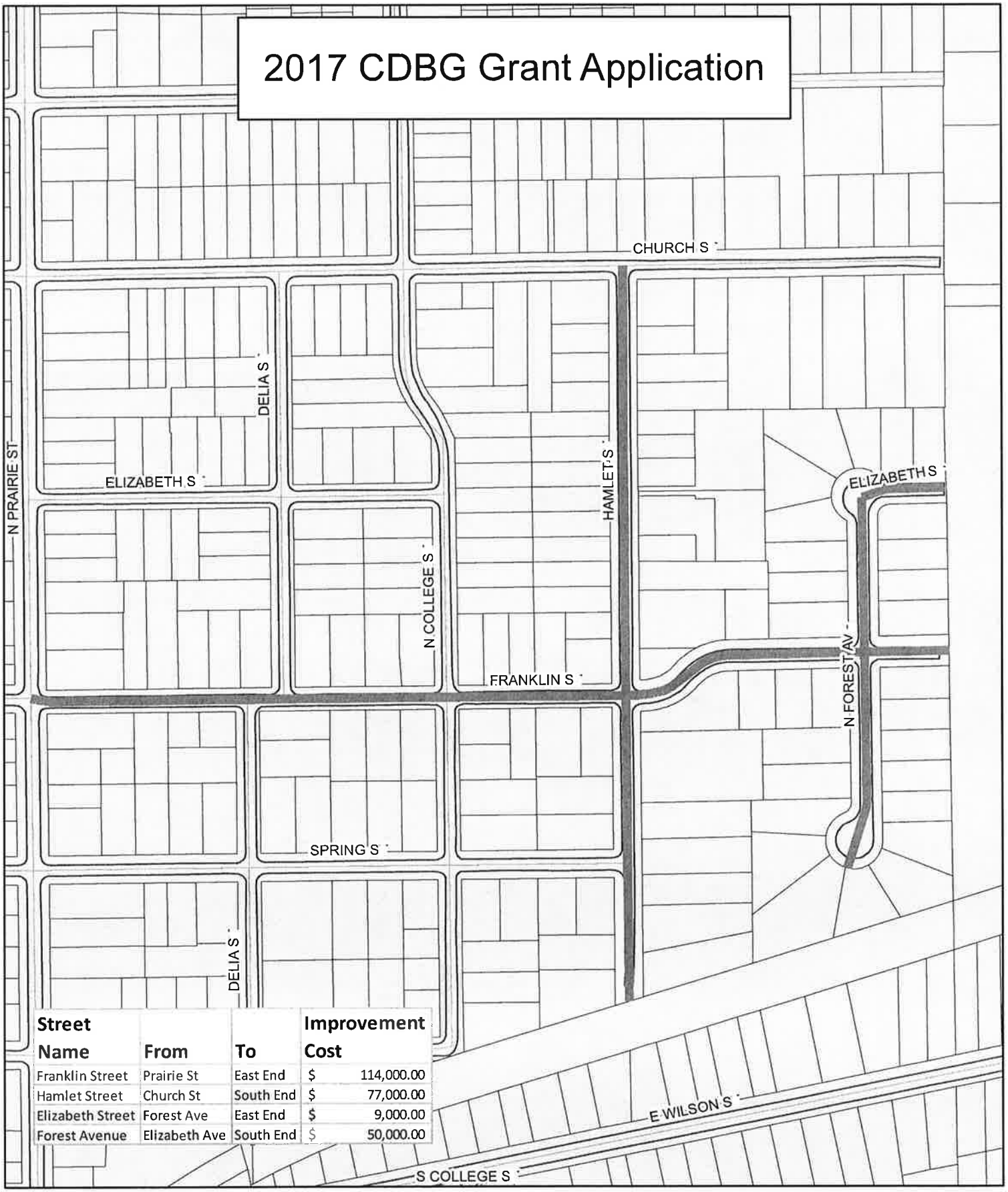
BUDGET Narrative
City funds will be budgeted for road improvements in our 2017 budget.

DOCUMENTS

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

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

2017 CDBG Grant Application



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

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

0 125 250 500 Feet

N

SOURCE: BATGIS, KANEGIS

CITY OF BATAVIA

DATE: **October 26, 2016**
TO: **Committee of the Whole – Public Utilities**
FROM: **Gary Holm**
SUBJECT: **Resolution 16-86-R Approving Lease for Office Space and Vacant Land with BEI Properties**

Summary

The existing administration building at the Wastetwater Treatment Plant (WWTP) will be demolished and reconstructed as part of the upcoming improvement project. There will be a need to temporarily house the administrative, maintenance garage and lab functions while the work is ongoing. In addition, space will be needed during the course of construction to stage equipment and materials prior to their installation. Staff investigated several options and is recommending the lease of office space, garage/warehouse space and vacant land from BEI properties. The total length of the lease will be 18-24 months.

Background

In order to allow for future construction activities, the existing administration building and maintenance garage at the WWTP will be demolished early in the construction process. The work activities that occur in these facilities will need to be housed elsewhere. Staff investigated several different properties in the immediate vicinity to determine if they were suitable for our needs. Staff also considered the possibility of temporary trailers and fabric structures to house the functions. Staff feels the best option is to rent existing office and garage/warehouse space as well as vacant land in the immediate vicinity of the WWTP.

The cost of temporary office and work space is eligible for funding under the State's low interest loan program. As such, the cost will be included as a line item in the overall construction contract. That said, the City will need to occupy the spaces for a few months prior to the award of the construction contract so that we can transition our work operations before construction commences. The City intends to advertise for bids in early November and open bids in December, which will allow the Illinois EPA to review bids during January and February and the construction to commence in March. The cost of temporary office and work space will need to be paid directly by the City for the approximate period from November until February/March. After that time the remainder of the lease (14-20 months) can be incorporated into the approved construction contract and paid for by the contractor.

As stated above, Staff looked at a number of different properties in the immediate vicinity of the WWTP. We are recommending to lease office space, garage/warehouse space and vacant land owned by BEI properties. The unique nature of the office space is that it also connects directly to an enclosed garage/warehouse. The enclosed garage/warehouse will serve as an ideal temporary location for our maintenance operations and lab functions. The vacant land along Shumway Ave. will serve as an ideal staging area for the contractor's materials, equipment and construction trailers. BEI has offered to rent the spaces to the City for the following rates:

7,986 s.f. Garage/Warehouse space = $4,778.29 per month plus utilities
1,585 s.f. Office space = $2,137.11 per month which includes utilities
Vacant Land on Shumway = $1,000 per month

Conclusion

Staff is recommending approval of Resolution 16-86 authorizing the Mayor to execute lease documents with BEI Properties for office, garage/warehouse and vacant land rentals. The total approximate cost for the period from November to February will be $32,000 plus utilities for the garage/warehouse space.

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-86-R

AUTHORIZING EXECUTION OF LEASE AGREEMENTS FOR OFFICE SPACE, GARAGE/WAREHOUSE SPACE AND VACANT LAND WITH BEI PROPERTIES

WHEREAS, the City of Batavia is currently planning for improvements to its wastewater treatment plant; and

WHEREAS, temporary office space, garage/warehouse space and vacant land will be needed to accommodate ongoing operations and facilitate construction;

WHEREAS, the City has identified suitable spaces and vacant land located in close proximity to the wastewater treatment plant;

WHEREAS, BEI Properties is the owner of the spaces/land and is willing to lease said spaces/land to the City at rates which are competitive with the surrounding market;

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute lease agreements with BEI Properties for office space, garage/warehouse space and vacant land

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

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

_____
Jeffery D. Schielke, Mayor

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

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

ATTEST:

_____
Christine Simkins, Deputy City Clerk

OFFICE LEASE

For Recorder's Use Only

Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any Warranty with respect thereto, including any warranty of Merchantability or fitness for a particular purpose.

LEASE TERM		
BEGINNING	**ENDING**	
December1, 2016	November 30, 2019	
MONTHLY RENT	**DATE OF LEASE**	**LOCATION OF PREMISES**
SEE ATTACHED RIDER	The date Batavia Enterprises, Inc. executes both Office Lease and attached Rider will be the "Date of Lease".	131 Flinn Street, Suite C (office - 1,585 s.f.) 129 Flinn Street (warehouse – 7,986 s.f.) (total of approximately 9,571 s.f.)
INTENDED PURPOSE GENERAL OFFICE/WARHOUSE SPACE		
ANY AND ALL RIDERS, AMENDMENTS & DIAGRAMS ARE HEREBY ATTACHED AND THEREFORE MADE A PART OF THIS LEASE.		

LESSEE		LESSOR	
NAME:	City of Batavia	NAME:	Batavia Enterprises, Inc.
ADDRESS:	100 N. Island Ave.	ADDRESS:	140 First St.
ADDRESS:	Batavia, IL 60510	ADDRESS:	Batavia, IL 60510

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to the Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. **RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Said Rent and Security Deposit are delineated in the Rider attached hereto and made part of by this reference.

2. **HEAT; NON-LIABILITY OF LESSOR.** Lessee will at all reasonable hours during each day and evening during the term, when required by the season, to furnish at his own expense heat for the heating apparatus in the Demised Premises, except when prevented by accidents and unavoidable delays, provided, however, that except as provided by Illinois statute, the Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the Demised Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the said building.

3. **HALLS.** Lessor will cause the halls, corridors and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays expected.

4. **ASSIGNMENT; SUBLETTING.** Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.

5. **SURRENDER OF PREMISES.** Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except moveable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.

6. **NO WASTE OR MISUSE.** Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.

7. **TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING.** At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing to do so, to pay as liquidated damages, for the whole time such possession is withheld, a per diem rate equal to **double** the daily gross rental rate that exists at the time of termination of this lease by lapse of time or otherwise, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises of any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise might be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor, by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.

8. **REMOVED PROPERTY.** In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rending the overplus, if any, to Lessee upon demand.

9. **LESSOR NOT LIABLE.** Except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall be not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this lease.

10. **OPTION TO TERMINATE.** In the event that the Lessor, his successors, attorneys or assigns shall desire to regain the possession of the Premises herein described, for any reason, Lessor shall have the option of so doing upon giving the Lessee thirty days' notice of Lessor's election to exercise such option.

11. **CONFESSION OF JUDGEMENT.** If default be made in the payment of rent, or any installment thereof, as herein provided, Lessee hereby irrevocable constitutes any attorney of any Court of Record in this State, attorney for Lessee and in Lessee's name, from time to time, to enter the appearance of Lessee, to waive the issuance of process and service thereof, to waive trial by jury, and to confess judgment in favor of Lessor against Lessee for the amount of rent which may be then due hereunder, together with costs of suit and a reasonable sum for plaintiff's attorney's fees in or about the entry of such judgment, and to waive and release all errors and right of appeal from any such judgment, and to consent to an immediate execution thereon.

12. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals , male or female, or to firms or corporations, as the same be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

13. **HOLDING OVER.** Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, a per diem rate equal to **double** the daily gross rental rate that exists at the time of termination of this lease by lapse of time or otherwise; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

RULES AND REGULATIONS

1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of Building, except on the glass of the doors and windows of the room leased and on the directory board, and then only of such color, size, style and material as shall be first specified by the Lessor in writing, endorsed on this lease. No showcase shall be place in front of Building by Lessee, without the written consent of Lessor endorsed on this lease. The Lessor reserves the right to remove all other signs and showcases without notice to the Lessee, at the expense of the Lessee. At the expiration of the term Lessee is to remove all his signs from such windows, doors and directory board.

2. Lessee shall not put up or operate any steam engine, boiler, machinery or stove upon the Premises, or carry on any mechanical business on the Premises without the written consent of the Lessor first had and endorsed on this lease, and all stoves which may be allowed in the Premises shall be placed and set up according to the city ordinance.

3. No additional locks shall be placed upon any doors of said room without the consent of the Lessor first had and endorsed upon this lease; and the Lessee will not permit any duplicate keys to be made (all necessary keys to be furnished by the Lessor) and upon the termination of this lease, Lessee will surrender all keys of Premises and Building.

4. All safes shall be carried up or into Premises at such times and in such a manner as shall be specified by the Lessor; the Lessor shall in all cases retain the power to prescribe the proper position of such safes, and any damages done to the Building by taking in or putting out a safe, or from overloading the floor with any safe, shall be paid by the Lessee. Furniture, boxes or other bulky articles belonging to Lessee shall be carried up into the Building; packages which can be carried by one person and not exceeding fifty pounds in weight, may, however, be carried down at such times as may be allowed by the management.

5. No person or persons other than the janitor of this Building shall be employed by Lessee for the purpose of taking charge of Premises without the written consent of Lessor first had and endorsed upon this lease. Any person or persons so employed by Lessee (with the written consent of the Lessor) must be subject to and under the control and direction of the janitor of the Building in all things in the Building and outside of the Premises. The agent and janitor of the Building shall at all times keep a pass key and be allowed admittance to the Premises, to cover any emergency of fire, or required examination that may arise.

6. The Premises leased shall not be used for the purpose of lodging or sleeping rooms or for any immoral or illegal purpose.

7. The rent of an office will include occupancy of office, water to Lessor's standard fixtures, heat, and electrical service during reasonable working hours; but Lessor shall not be liable for any damages from the stoppage of water, heat or electrical service.

8. If Lessee desires telegraphic or telephonic connections, the Lessor will direct the electricians as to where and how the wires are to be introduced, and without such written directions endorsed on this lease no boring or cutting for wires will be permitted.

9. If Lessee desires Venetian or other awnings or shades over and outside of the windows, to be erected at the Lessee's expense, they must be of such shape, color, material and make as may be prescribed by the Lessor in writing on this lease.

10. The light through the transoms opening into the hall shall not be obstructed by the Lessee. Birds, dogs or other animals shall not be allowed in Building. All tenants and occupants must observe strict care not to leave their windows open when it rains or snows, and for any default or carelessness in these respects, or any of them, shall make good all injuries sustained by other tenants, and also all damage to the Building resulting from such default or carelessness. Lessee shall be responsible for all pest control services within the leased premises.

11. No packages, merchandise or other effects shall be allowed to remain in the halls at any time.

12. The Lessor reserves the right to make such other and further reasonable rules and regulations as in his judgment may from time to time be needful for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

13. It is understood and agreed between the Lessee and the Lessor that no assent or consent in or waiver of any part of this lease has been or can be made unless done in writing and endorsed hereon by the Lessor; and in such case it shall operate only for the time and purpose in such lease expressly stated.

14. **ADDITIONAL TERMS RIDER**. Additional terms are stated in the attached Rider **BETWEEN BATAVIA ENTERPRISES, INC., LESSOR, and CITY OF BATAVIA, LESSEE** which is attached hereto and made a part of said Lease by this reference.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

CITY OF BATAVIA

By: _____
Laura Newman, City Administrator

Date: _____

LESSOR:

BATAVIA ENTERPRISES, INC.

By: _____
Austin Dempsey, Vice President

Date: _____

ASSIGNMENT BY LESSOR

On this_____ day of _____, 20____, for value received, Lessor hereby transfers, assigns and sets over to_____, all right, title and interest in and to the above Lease and the rent thereby reserved, expect rent due and payable prior to _____, 20__.

_____ (SEAL)

_____(SEAL)

GUARANTEE

On this _____ day of _____, 20____, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

_____(SEAL)

State of Illinois, County of _____ ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this _____day of_____, 20____

_____
Notary Public

This document was prepared by:
Batavia Enterprises, Inc.
140 First Street
Batavia, IL 60510
(630) 879-3680

RIDER ATTACHED HERETO & THEREFORE MADE A PART OF THIS LEASE BETWEEN BATAVIA ENTERPRISES, INC., LESSOR, AND CITY OF BATAVIA, LESSEE

1. RENT

LESSEE shall pay to LESSOR, base net rent during the Lease Term as follows:

Suite 131-C:

$1,585.00 per month during the period of December 1, 2016 through November 30, 2017
$1,616.00 per month during the period of December 1, 2017 through November 30, 2018
$1,648.00 per month during the period of December 1, 2018 through November 30, 2019

129 Flinn Warehouse:

$3,328.00 per month during the period of December 1, 2016 through November 30, 2017
$3,394.00 per month during the period of December 1, 2017 through November 30, 2018
$3,462.00 per month during the period of December 1, 2018 through November 30, 2019

LESSEE hereby agrees to pay each monthly rental installment by check payable to Batavia Enterprises, Inc. 140 First Street, Batavia, IL 60510 on or before the first day of each month, in advance for the duration of this lease. If the rent is not received by the Batavia Enterprises, Inc. office by the 5th day of the month in which it is due; a 10% Late Charge, assessed on all rent, charges for taxes, insurance and/or "CAM" and Late Charges owed by LESSEE will become due and payable. If the rental payment is not yet received by the Batavia Enterprises, Inc. office by the 15th day of the month in which it is due; an additional 10% Late Charge assessed on all rent, charges for taxes, insurance, and/or "CAM" and Late Charges owed by LESSEE will become due and payable and the matter will be referred to the LESSOR's Legal Department for necessary action. The fee for returned checks or NSF fee will be $50.00 per occurrence.

1A. NO RENT DEDUCTION OR SET OFF

LESSEE's covenant to pay rent is and shall be independent of each and every other covenant of this lease. LESSEE agrees that any claim by LESSEE against LESSOR shall not be deducted from rent nor set off against any claim for rent in any action.

2. FIRST MONTH'S RENT/PRO-RATED RENT

LESSEE hereby agrees to pay at the execution of this Lease Agreement, one (1) full month's rent, including all NNN charges, utility charges and any other charges (the "Other Charges"), if applicable, associated with this Lease Agreement, in the amount of **$6,915.90 (SIX THOUSAND NINE HUNDRED FIFTEEN DOLLARS AND 90/100)**. Said Rental Payment will be credited towards the first month's rental payment and Other Charges due to LESSOR pursuant to the terms of this Lease Agreement.

3. RENTABLE AREA OF THE BUILDING

If during the Term of this Lease Agreement, the actual Rentable Area of the Building is increased or decreased as a result of adding space to the building or removing space from the

building, or if following re-measurement of the building by LESSOR the Rentable Area of the building is determined to be otherwise than as set forth above, LESSOR may change the Rentable Area of the Building and LESSEE's Proportionate Share by written notice to LESSEE.

4. SECURITY DEPOSIT

A Security Deposit in the amount of **$6,915.50 (SIX THOUSAND NINE HUNDRED FIFTEEN DOLLARS AND 50/100)** is required by the LESSOR and is due and payable at the signing of this lease. Such deposit shall be increased accordingly if LESSEE leases additional space from LESSOR, if LESSEE's monthly rent is increased upon renewal of this lease agreement and/or if the nature of LESSEE's business is altered so that additional monies are required to sufficiently protect LESSOR and/or LESSOR's building. Said Security Deposit shall not be kept separate or apart.

If LESSEE performs all of LESSEE's obligations hereunder, the Security Deposit shall be returned without payment of interest to LESSEE. If LESSEE does not return the Premises to LESSOR in the same good order, cleanliness and repair as at time of LESSEE's occupancy, or if LESSEE prematurely vacates the Premises or performs a breach of contract and/or default; LESSOR may apply Security Deposit towards damages and charges incurred, with LESSEE liable for damages and charges exceeding the deposit. Security Deposit does not apply towards any month's rent or last month's rent unless prior written consent or approval has been given from LESSOR.

5. REAL ESTATE TAXES, CAM & PROPERTY / LIABILITY INSURANCE

It is agreed that in addition to the net rent for the demised Premises, LESSEE will pay his/her proportionate share of real estate taxes, common area maintenance "CAM", and property/ liability insurance, including a 15% administrative charge, for the Premises, as well as the proportionate share of the common area serving the Premises, by making scheduled monthly payments beginning **December 1, 2016 (**presently **$1,738.73** per month based on 2015 actual expenses and estimated increases for the current year and any subsequent years, if applicable), as determined by LESSOR. Said applicable costs for property and liability insurance are outlined in the paragraph entitled "INSURANCE" contained in this lease document. Said applicable costs for CAM are outlined in the paragraph entitled "PAYMENT OF COMMON AREA COSTS". The NNN's are reconciled and invoiced once a year approximately in May. LESSOR reserves the right to change these figures at anytime throughout the year due to increases in actual expenses. LESSEE will be billed according the above-reference schedule for Real Estate Taxes, Common Area Maintenance and Insurance.

The collected funds received by LESSOR from LESSEE for real estate taxes, CAM and property / liability insurance for the Premises, so stated above, will be held in reserve by LESSOR until such time as they are needed to satisfy payment of real estate taxes, CAM and/or property / liability insurance.

LESSOR will draw from this prepaid reserve and use said funds to pay only LESSEE's proportionate share of real estate taxes, CAM and property/liability insurance for the

aforementioned Premises, **after which LESSOR will forward to LESSEE a reconciliation of LESSEE's account and LESSEE hereby agrees to pay the entire amount of each billing remaining after the pre-pay has been applied.** In the reconciliation statement LESSOR will outline the pre-payment costs for the following year for the demised premise. LESSEE agrees to pay those costs, and understands that they are considered additional rent and will be subject to the same terms and conditions of this lease. LESSOR shall forward a report to LESSEE showing the LESSEE's balance at any time upon request by LESSEE.

LESSOR and LESSEE agree that no refunds from the pre-pay account shall be paid except at lease termination, pre-pay money cannot be applied to rent once on deposit, no interest shall be paid or due to LESSEE on the prepaid money and if there is an insufficient amount on deposit to satisfy the necessary expense, the remaining amount is due and payable at the time of billing.

If full payment is not received by LESSOR within ten days of LESSEE's receipt of the real estate tax, CAM or property/liability insurance reconciliation statement, a 10% late charge on the total remaining balance will be assessed each month until full payment, including all pertinent late charges, is received.

5A. COMMON AREA FACILITIES & MAINTENANCE COSTS

(i). DESCRIPTION AND USE OF COMMON AREAS AND FACILITIES

LESSOR shall make available, from time to time; designated areas that serve or offer a common benefit to the LESSEE as well as other tenants and occupants. These common areas include but are not limited to, all parking areas including employee parking areas maintained by LESSOR in or near the LESSOR's Premises; interior hallways and stairways, restroom facilities shared by two or more tenants, and common lighting equipment and fixtures; the boiler and all appurtenant radiators, pipes, fixtures and equipment. They shall also include all common sidewalks, truck ways, driveways, loading docks and areas, delivery areas, common signage, landscaped areas, retaining walls, fences, canopies or overhang, etc. These common areas so deemed appropriate by LESSOR, will be operated, managed, equipped, lighted, repaired, protected, heated and maintained by the LESSOR. To prevent a dedication or other prescriptive right therein in favor of the public or any group or individual, LESSOR may temporarily close any portion or all of the common area from time to time.

LESSOR may designate specific areas for the parking of vehicles of employees of the LESSEE. LESSEE agrees not to interfere with the rights of other tenants to benefit from the common areas. LESSOR shall maintain the right to establish, and from time to time change, alter and amend the size, location and nature of the common areas and may add or remove installations therein and to enforce against LESSEE and other users of the common areas, such reasonable rules and regulations (including the exclusion of employee's parking therein) as may be deemed necessary or advisable for the proper and efficient operation and maintenance of the common area. The rules and regulations herein provided may include the hours which the common area shall be open for use.

(ii). APPLICABLE CHARGES FOR COMMON AREAS AND FACILITIES

All costs incurred by LESSOR related to operating, managing, equipping, lighting, heating, repairing, protecting and maintaining the common areas and facilities, in the same condition as when originally installed are the sole responsibility of the tenants that benefit from the designated common areas. These costs and expenses include, but are not limited to: snow removal, ice removal, security, supervised sprinkler alarm systems, on-site and off-site vehicle and pedestrian traffic direction and control, cleaning expenses, removal of dirt and debris, replanting and replacing of flowers and landscaping, all utility charges including electrical, natural gas, water, sewage and telephone, lighting, maintenance and illumination of common fixtures, operation of loudspeakers and any other equipment supplying music. All costs and expenses incurred by LESSOR in supplying, maintaining and cleaning restrooms shared by two or more tenants, pest control, parking lot maintenance and repair, all premiums for Worker's Compensation insurance, wages, unemployment taxes, Social Security and Medicare taxes, fees for required licenses and permits and administrative costs equal to fifteen percent (15%) of the total costs of operating and maintaining the "common area."

(iii). TENANT'S PRO RATA SHARE OF COMMON AREA MAINTENANCE

LESSEE will pay to LESSOR in addition to all other amounts in this lease that portion of common area costs that is LESSEE’s proportionate share. LESSEE’s common area costs are calculated on the basis of: the proportion of the total number of square feet in the LESSEE’s Premises (as set forth in this lease agreement) to the total number of gross leasable square feet within the LESSOR’s property; and, the fraction of the LESSOR’s Calendar Year during which the LESSEE is bound by the terms of this lease. The LESSOR’s Calendar Year ends December 31st.

(iv). PAYMENT OF COMMON AREA COSTS

Based on the above calculation, the LESSEE will pay to LESSOR his/her proportionate share for common area expenses on a Monthly basis. Payments will be due and payable monthly starting on the first month of the lease and continue until the final month of the lease term. Each monthly payment will be one twelfth of the total amount of LESSEE’s common area costs, based on an estimate of the LESSOR’s current Calendar Year's common area maintenance charges associated with the Premises, and must be received by LESSOR no later than ten (10) calendar days following the due date. After the end of LESSOR’s Calendar Year, LESSOR shall furnish LESSEE with a statement of the actual amount of LESSEE’s proportionate share of such costs and expenses for such period. If the total amount paid by the LESSEE under this section for any lease year shall be less than the actual amount due from LESSEE for such year as shown on LESSOR’s statement, LESSEE shall pay to LESSOR the difference between the amount paid by LESSEE and the actual amount due; such deficiency is to be paid within thirty (30) calendar days after the furnishing of each statement. If the total amount paid by LESSEE hereunder for any such Calendar Year shall exceed the actual amount due from LESSEE for the year, then the excess shall be credited against the next installment due from LESSEE to LESSOR. In the event that LESSOR is delayed, for any reason, in preparing or furnishing to LESSEE such Calendar Year-end reconciliation of expenditures and proportionate costs, LESSEE shall continue to make

monthly payments in the same amount as those made during the preceding Calendar Year, and any deficiency in payments made during the preceding Calendar Year shall be paid within thirty (30) calendar days after the furnishing of each statement, or any excess payment shall likewise be credited against the next scheduled installment due from LESSEE. Any late payments of common area costs will be subject to a late charge penalty as previously set forth within this lease agreement.

6. PUBLIC UTILITIES

6A. WATER

LESSEE represents that water/sewer will not be required in connection with LESSEE's business, but only for normal bathroom usage. Such water/sewer will be furnished by LESSOR. LESSOR reserves the right to increase water/sewer charges to LESSEE at an appropriate rate. LESSEE recognizes the supply of water to the Premises originates from the LESSOR's water meter and LESSOR has the option to install a separate and individual water meter to serve the Premises. If LESSOR exercises this option, LESSEE recognizes LESSEE will be responsible for the water/sewer charges for his/her Premises and will pay directly to the local water/sewer supply company for water/sewer charges.

Any additional requirements, extensions or additions to the present water/sewer system, now or in the future, (as a result of Lessee's business) shall be at the LESSEE's own obligation and expense and shall meet all Local, State, Federal and O.S.H.A. Codes. All such additions mentioned above will remain in the Premises and become the sole property of the LESSOR. However; LESSEE shall promptly remove (if LESSOR elects) all alterations and improvements and any other property placed in the Premises by LESSEE and shall repair any damage caused by such removal.

6B. ELECTRICITY

The Premises are not equipped with an independent electrical service or meter. LESSOR shall provide the electricity for normal usage in the Premises under the provisions of Section 6. LESSOR has the option during the term of this lease agreement to install an electrical system, meters, additions and/or improvements thereby making LESSEE's electrical service to the Premises independent to those of the building in general. LESSEE agrees that at such time LESSOR does choose to exercise this option, LESSEE will then make his/her own arrangements with the local power company as mentioned earlier in this clause.

Any additional requirements, extensions or additions to the present electrical system, now or in the future,(as a result of LESSEE's business) shall be at the LESSEE's own obligation and expense and shall meet all Local, State, Federal and O.S.H.A. Codes. All such additions mentioned above will remain in the Premises and become the sole property of LESSOR to include but not be limited to: transformers, bus ducts, disconnects breakers, breaker panels, conduit, wiring, etc. However; LESSEE shall promptly remove (if LESSOR elects), all alterations and improvements and any other property placed in the Premises by LESSEE and LESSEE shall repair any damage caused by such removal.

6C. NATURAL GAS

The Premises are not equipped with an independent natural gas service or meter. LESSOR shall provide the natural gas for normal heating usage in the Premises under the provisions of Section 6. LESSOR has the option during the term of this lease agreement to install an independent natural gas system, meter, additions and/or improvements; thereby making LESSEE's natural gas service to the Premises, independent to those of the building in general. LESSEE agrees that at such time LESSOR does choose to exercise this option. LESSEE will then make his/her own arrangements with Northern Illinois Gas Company as mentioned earlier in this clause.

All additional requirements, extensions or additions to the present natural gas piping system, now or in the future, (as a result of LESSEE's business) shall be at the LESSEE's own obligation and expense and shall meet all Local, State, Federal and O.S.H.A. Codes. All such additions shall remain in the leased premises and become the sole property of the LESSOR. However, LESSEE shall promptly remove (if LESSOR elects) all alterations and improvements and any other property placed in the premises by LESSEE and LESSEE shall repair any damage caused by such removal.

6D. TELEPHONE, CABLE/SATELLITE TELEVISION, HIGH SPEED INTERNET

LESSEE is fully responsible for telephone service, cable/satellite T.V. high speed internet, installation, repair and/or replacement in the leased premises. LESSOR is only responsible for providing *standard* phone service at the D-Mark Prior written approval for locations of all equipment, including wires, is required by LESSOR. If LESSOR elects LESSEE may be required to remove any and all cabling installed by LESSEE or LESSEE's contractor (at LESSEE's expense) into the leased premises upon termination of this lease.

LESSEE shall be billed for utility usage in the **129 Flinn Warehouse space** based on their proportionate share of the shared utilities to that space, which proportionate share is estimated to be **59.5%** of the total bill. LESSOR shall provide LESSEE with supporting documentation of the utility usage upon request.

7. UTILITY USAGE FEE/RECONCILIATION

It is agreed that in addition to the base rent for the **Suite 131-C**, LESSEE will pay their proportionate share of the utility costs for the Premises, including a 15% administrative charge, by making scheduled monthly payments beginning **December 1, 2016 (**presently **$264.17** per month based on the actual expenses for the previous year, and estimated increases for the current year and any subsequent years, if applicable), as determined by LESSOR. Said applicable costs for the utilities are outlined in the paragraph entitled Public Utilities. The collected funds received by LESSOR from LESSEE for the utility costs, will be held in reserve by LESSOR until such time as they are needed to satisfy payment of the actual utility costs for the Premises. The utility costs are reconciled and invoiced once per year and a reconciliation statement will be sent to LESSOR at that time. This reconciliation statement shall notify LESSEE of any increase

to the monthly utility fee that will be required due to increases in the actual utility costs. LESSOR reserves the right to change these figures at any time throughout the year due to increases in actual expenses.

LESSOR and LESSEE agree that no refunds from the pre-pay account shall be paid except at lease termination, pre-pay money cannot be applied to rent once on deposit, no interest shall be paid or due to LESSEE on the prepaid money and if there is an insufficient amount on deposit to satisfy the necessary expense, the remaining amount is due and payable at the time of billing.

If full payment is not received by LESSOR within ten days of LESSEE'S receipt of the utility costs reconciliation statement, a 10% late charge on the total remaining balance will be assessed each month until full payment, including all pertinent late charges, is received by LESSOR.

8. **INSURANCE**

LESSOR's fire and extended coverage insurance shall be an amount equal to 100% of replacement costs and shall be with LESSOR's insurance carrier. Any and all insurance forms, terms and conditions carried and maintained by the LESSOR but charged to the LESSEE; covering loss or damage to the building, property, personal injury and any and all optional protection systems as set forth under liability protection coverage on the leased premises or other improvements and benefits on the premises shall be for the sole benefit of the LESSOR.

All repair and/or replacement costs associated with protecting the leased premises and the building (s) that houses the leased premises are considered applicable expenses (and will be passed along from LESSOR to LESSEE) as they relate to insurance coverage including but not limited to smoke/fire alarm systems, telephone and alarm monitoring costs associated with any smoke/fire/water flow/valve-tampering/ sprinkler systems, standby sprinkler water systems, elevator inspections, main sprinkler water supply or riser, fire extinguishers, electrical self-insurance reserve, exit/emergency lighting; costs for umbrella liability coverage, property coverage, business interruption insurance (including loss of rents), machinery and boiler insurance, inland marine coverage, and general liability coverage; actual and estimated deductible expenses; 15% administrative costs, etc.

Any insurance carried and maintained by the LESSEE on the leased premises covering loss or damage to the building, property, personal injury and any and all optional protection systems as set forth under liability protection coverage on the leased premises or other improvements and benefits on the premises shall be for the sole benefit of the LESSEE. LESSEE AGREES TO MAINTAIN FIRE AND EXTENDED COVERAGE INSURANCE ON THE CONTENTS, LOCATED WITHIN THE LEASED PREMISES AND IF LESSEE DISPENSES, STORES, USES, OR GIVES AWAY ALCOHOLIC BEVERAGES "HOST LIQUOR LIABILITY" INSURANCE. LESSEE shall maintain and keep in force, plate-glass insurance coverage on all plate glass in the premises or be responsible for same. LESSEE agrees not to carry on any activity or store any flammable materials in a manner which would increase the fire insurance premium in the building. If the very nature of the LESSEE's business were to cause such an increase in premium, the LESSEE agrees to pay the increase upon presentation of the increased billing by LESSOR. LESSEE shall not permit any operation to be conducted in the demised

premise that would cause suspension or cancellation of the fire and extended coverage insurance policy carried by the LESSOR and/or violate any Federal, State or Local Ordinances or regulations.

9. LESSEE LIABILITY LIMITS

LESSEE agrees to maintain public comprehensive liability insurance on the leased premises, as well as, umbrella coverage on the Leased Premises in the amounts listed on "Exhibit B" attached hereto and by this reference made a part hereof. The policies shall name Batavia Enterprises, Inc. as an additional insured. A Certificate of Insurance showing proof of coverage must be furnished to the LESSOR and must be first approved by LESSOR's insurance agency/carrier after analysis of the listed insurance coverage, insurance company rating, etc. LESSEE also is to carry insurance on his/her own contents located within the premises. LESSOR will carry fire insurance on the building. LESSEE or LESSEE's insurance carrier must provide LESSOR with renewal certificates at each renewal period and/or any notice of cancellation.

10. NON-LIABILITY OF LESSOR

LESSOR shall not be liable to LESSEE for any damage or injury to him or his property occasioned by the failure of LESSOR to keep the premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the premises, or otherwise; nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission, or negligence of co-tenants or of buildings or of owners of adjacent or contiguous property, or of LESSOR's agents or LESSOR himself, all claims for any such damage or injury being hereby expressly waived by LESSEE.

11. HOLD HARMLESS

LESSEE agrees to indemnify and save harmless LESSOR and any person with LESSOR from and against any and all claims and demands of third persons (including, but not limited to those for death, for personal injuries or for loss or damage to property) occurring in or arising, directly or indirectly out of or in connection with the use and occupancy of the premises, LESSEE's work or alterations performed by the LESSEE in or to the premises, the business conducted in the premises or as a result of any acts, omissions, or negligence of the LESSEE or their respective contractors, licensees, invitees, agents, servants, employees or other persons in or about the premises and from and against all costs, expenses and liability occurring in or in connection with any such claim or proceeding brought thereon.

12. CONDITION AND UPKEEP-INCLUDING REPAIR AND/OR REPLACEMENT

The aforementioned described premises are leased to LESSEE in an "as is" condition and LESSEE agrees to be responsible and to keep the interior of the leased premises in good order and repair. LESSEE expressly agrees to maintain sufficient heat in the leased premises to prevent damage to the building and/or water pipes. LESSEE shall maintain, repair and replace all interior non-structural items including; but not limited to, all equipment and mechanical systems and components as well as heating, ventilating and air-conditioning systems and components.

13. LESSEE MAINTENANCE-INCLUDING REPAIR AND/OR REPLACEMENT

LESSEE expressly agrees to be entirely responsible for LESSEE's own maintenance, repair and/or replacement of related items including but not limited to: doors, door closures, locks, keys, windows, window glass, light fixtures (including new bulbs and new ballasts), bathrooms and bathroom fixtures, toilet seats, faucets, sanitary and storm drains, heating, ventilating and air-conditioning systems and components, including changing the air filters at least 4 times per year, sump pumps, water heaters, etc. It is understood LESSOR is under no obligation to furnish heat, power, lights and/or bulbs beyond those existing in the area at the time of takeover. LESSEE will be responsible for maintenance and cleanliness of washrooms located in leased premises. In a case where LESSOR agrees to perform work to the leased premises, at the sole cost of LESSEE, LESSEE shall submit payment to LESSOR for such services within 10 days of receipt of invoice from LESSOR. If full payment of said invoice is not received by LESSOR in 10 days, a 10% Late Charge on the total remaining balance will be assessed each month along with a 15% administrative charge until full payment including all pertinent late charges is received by LESSOR.

13A. SNOW REMOVAL

LESSEE agrees to maintain, via the appropriate snow removal method i.e. shoveling, salting, any sidewalks, walkways, steps, porches, landings, etc. leading from the common parking area up to LESSEE’s leased premises. Said areas are to be maintained in a manner sufficient to prevent any cause for injury to anyone visiting the leased premises. LESSOR will accept no responsibility or liability for any such injury caused by LESSEE’s failure to maintain said areas in a safe manner.

14. DAMAGE TO THE BUILDING

LESSEE may use leased premises for the specified use, as defined on Page #1 of this lease agreement - but LESSEE shall not injure, overload, deface or otherwise harm site, building or leased premises nor permit the emitting of any objectionable noise or odor which will invalidate or increase the cost of any of the LESSOR's insurance (including the keeping or storage of articles of dangerous flammable or explosive character), or which would increase the danger of fire in the leased premises or in the building in which the same is located. LESSEE further agrees that LESSEE shall not perform any illegal or immoral acts on or within the leased

premises, nor permit same, nor perform any acts or permit the emitting of any objectionable noise or odor which may prove to be dangerous or objectionable to neighboring tenants.

LESSEE agrees that if LESSEE damages the site, building or leased premises in any way as mentioned above, LESSEE will be held fully responsible to pay any and all costs for repairs, replacements or removal of damaged items or area. The same will apply to any damages incurred or modifications needed as a result of LESSEE's operations, activities or neglect thereof.

15. ALTERATIONS, ADDITIONS & IMPROVEMENTS

LESSEE shall not create any openings in the roof or exterior walls nor make any structural alterations or improvements to the demised premises without the prior written consent of the LESSOR.

If LESSEE elects, after receiving prior written permission from LESSOR to alter, decorate, or improve the leased premises in any way then LESSEE hereby acknowledges and agrees to restore the leased premises to the condition of said premises prior to LESSEE's occupancy if so requested by LESSOR. Said restoration shall include removal of all alterations, additions, improvements, or decorations with LESSOR's approval and shall be completed by LESSEE and at LESSEE's sole cost and expense prior to the termination of this lease agreement.

LESSOR may, at LESSOR's option, agree to accept LESSEE's alterations, additions, improvements, or decorations as a permanent improvement to the leased premises and if so then LESSEE hereby acknowledges and agrees to keep the leased premises in said improved condition upon termination of this lease agreement. Said acceptance by LESSOR is only valid if LESSOR provides said prior notice, in writing, to LESSEE.

The terms and provisions contained in this section shall be in addition to and not in lieu of all terms and provisions contained in this lease and shall not restrict or in any way limit LESSOR's rights and remedies with respect to such alterations or additions or LESSEE's duties and obligations with respect thereto. Notwithstanding anything contained in this lease to the contrary, any venting by LESSEE of equipment to the outside of the building shall be subject to the express prior written consent of the LESSOR. Prior to the entry into any contract with respect to the delivery of materials or performing work to the premises therefore; LESSEE shall furnish LESSOR with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amount satisfactory to the LESSOR and waivers of liens against any and all claim costs, damages, liabilities and expenses which may arise in connection with such alterations or additions. Before commencing any work in connection with such alterations or additions, LESSEE shall furnish LESSOR with Certificates of Insurance from all contractors performing labor or furnishing materials insuring LESSOR against any and all liability which may arise out of or be connected with said additions or alterations. The Certificates of Insurance shall name Batavia Enterprises as an "Additional Insured". Upon completing any such alterations or completing any such alterations or additions,

LESSEE shall furnish LESSOR with contractor's affidavits and full and final waivers of liens and receipted bills covering all labor expended and material used.

All such alterations and/or additions shall comply with all insurance requirements imposed by LESSOR's insurance companies and the requirements of all ordinances, statutes, rules and regulations of the local City, the State of Illinois and the U.S. Government and their respective agencies and departments now or thereafter in effect, including without limitation those relating to pollution and environmental control. All such alterations or additions shall be constructed out of materials approved by LESSOR and shall be constructed in good workmanlike manner. LESSEE shall permit LESSOR to inspect construction operations in connection with such alterations or additions, if LESSOR requests to do so, and LESSEE agrees to repair, remove or replace any alterations or improvements that have not been completed to LESSOR's satisfaction. ALL ALTERATIONS, ADDITIONS AND IMPROVEMENTS PERFORMED TO THE LEASED PREMISES DURING THE TERM OF THIS LEASE AGREEMENT WILL BE DONE STRICTLY AT THE SOLE COST OF THE LESSEE AND MUST MEET WITH LESSOR's FULL APPROVAL AND COMPLY WITH ALL NECESSARY LOCAL, STATE, FEDERAL, N.F.P.A., A.D.A., E.P.A. AND O.S.H.A. CODES AND REGULATIONS.

16. **COMMON AREA**

When common loading facilities are shared with other tenants; no materials or equipment may be stored on common aisles or loading docks except during a period of continuous loading and unloading activity. All materials and scrap must be picked up immediately and the area cleared by LESSEE. LESSOR reserves the right to dispose of these abandoned materials or issue a written warning to any LESSEE storing materials, equipment or other items on common halls, aisles, or dock areas or any areas, inside or outside of the building, including all parking lot areas. If LESSEE remains in violation of written warning from LESSOR following a 24-hour period, LESSOR shall assess a $25.00 per day penalty, to be paid by LESSEE until said violation has been corrected to LESSOR's satisfaction.

17. **DOORS & WINDOWS**

All tenants and/or their employees must observe strict care not to leave doors and/or windows open upon their leaving the premises at the end of each workday. Failure to secure the leased premises and for any neglect or carelessness in these respects, or any of them, shall make LESSEE liable to make good all injuries sustained by other tenants and also all damage to the building resulting from such default or carelessness.

18. **KEYS, LOCKS, LESSOR'S ACCESS**

LESSOR shall at all times have and retain a key with which to unlock all doors in, on and about the Premises and LESSOR has the right to use any and all means, which LESSOR deems necessary and proper, to open such doors in case of an emergency in order to obtain entry into the Premises. Any entry to the Premises by LESSOR or LESSOR's representatives shall not

under any circumstances be construed or deemed to be a forcible or unlawful entry or detainer of the Premises or any eviction, actual or constructive of LESSEE from the Premises, or any portion thereof. LESSOR will not enter the aforementioned Premises (while occupied by LESSEE), without prior permission, either verbal or written from LESSEE except in the case of an emergency. LESSEE will receive two (2) keys at Premises turnover, any keys issued after the first two (2) keys will be **$10.00** per key. LESSOR reserves the right to raise this fee to reflect current market pricing. LESSOR will charge **$75.00 per core** for any lock change which includes keys, cores and/or door handles. LESSOR offers an after-hours emergency service for any calls pertaining to lock-outs prior to or after LESSOR's business hours of 7:00 a.m. to 3:30 p.m. Any calls that require personnel of LESSOR to assist customers on-site to open any locked spaces will be charged at the following rates: 1st call $50.00, and any after-hours emergency service calls after the 1st call will be increased in $50.00 increments.

19. PRIVILEGE OF INGRESS OR EGRESS

LESSOR gives and grants to the LESSEE the right and privilege of using in common with a neighbor tenant and/or owners of the premises for the purpose of ingress and egress; the existing driveways and parking lots. LESSOR grants to LESSEE the right of ingress and egress at all times.

20. SECURITY

LESSEE recognizes LESSOR is not obligated to provide guard and/or security for the leased premises and LESSEE shall not hold LESSOR liable for any loss of property or personal effects in, on or about the Premises.

21. BUILDING HOURS

The Building hours when the Building will be unlocked are 7:00am to 5:00pm, Monday-Friday. The Building will be closed Saturdays and Sundays, and on major holidays including New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

22. OVERNIGHT STORAGE, SCAVENGER SERVICE, JANITORIAL

LESSEE agrees that all overnight storage of vehicles, trucks or trailers will be done so in the assigned parking area out of the sight of the common public (whenever possible). LESSEE recognizes LESSOR assumes no liability for said vehicle, truck or trailer. LESSEE also agrees to keep all trash and scavenger equipment at the rear of the building and out of the sight of the common public.

LESSEE recognizes LESSOR is under no obligation to furnish salvage service or janitorial service for the leased premises. If LESSOR develops a trash program with one common collector, LESSEE will join the program for trash removal, provided the rates are competitive and the program is compatible with LESSEE's business. LESSEE will be billed directly by

salvage service, with rate and future increases being determined by service, by the type and volume of trash created by LESSEE.

23. MINIMUM HEAT

Space provided with heating devices must be set and operating to maintain a minimum temperature of 60 degrees Fahrenheit throughout the duration of the Lease Term, when required by the season or weather conditions.

24. FIRE EXTINGUISHERS

It is the LESSEE's responsibility to provide in good working order, adequate fire extinguishers to protect their contents within the demised premises. The provisions of the National Fire Protection Association specify the type, size and quantity based on type of operation and it is the LESSEE's responsibility to comply with these provisions. LESSEE is responsible not only for providing these extinguishers; but also for the annual inspections, maintenance and upkeep.

25. SPRINKLER ADDITIONS

LESSEE agrees and understands that if new sprinkler heads or extensions of same are needed to comply with the NATIONAL FIRE PREVENTION ASSOCIATION, as well as local City Fire Department codes and regulations **as a result of LESSEE's additions or equipment**, such heads and labor for the installation will be at the LESSEE's expense.

26. SIGNAGE

LESSEE shall not place any painted or exterior sign, placard or other advertising media, banners, pennants, aerials, antennas, projections, awning or devices of any kind whatsoever on the site or on the exterior of the building; except a sign on the front which shall consist of the design and conformity approved in writing by LESSOR prior to installation of such signs and at the LESSEE's expense. Said sign shall remain the property of the LESSOR except that LESSOR reserves the right to have LESSEE remove or paint over said sign if LESSOR elects.

27. DISABILITY ACCESSIBILITY

The LESSOR has evaluated this property as it applies to the ADA accessibility guidelines for buildings and facilities and with the Architectural and Transportation Barriers Compliance Board (ATBCB). LESSOR is leasing this property in an "as is" condition and has evaluated the property for compliance and exceptions.

Any modification that LESSEE is required to perform, to the leased premises, the building that houses the leased premises, or the property on which the lease premises is located, in order for LESSEE to comply with ADA guidelines for employment, access, etc., will be done so strictly at the LESSEE's sole cost and expense after first obtaining LESSOR's full written approval of said modifications.

28. DEFAULT BY LESSEE

In the event of default in the payment of Monthly Rent, or in any of the covenants and agreements herein contained by LESSEE, LESSEE shall remain liable for any Monthly Rent and any other charges owed by LESSEE that, but for the termination of this Lease, would have become due during the remainder of the Lease Term, in addition to all reasonable and necessary attorney fees plus costs and expenses incurred by LESSOR in pursuit of its remedies hereunder, including brokers' fees, collection services, and other professional fees.

LESSEE further recognizes and agrees that in the case of default by LESSEE then LESSOR shall have the right to immediately repossess the Premises and be entitled to recover forthwith as damages the sum of the money equal to the value of the Monthly Rent and any other charges, as defined above, provided to be paid by the LESSEE for the balance of the Lease Term plus any other sum of money and damages owed by the LESSEE to the LESSOR. LESSOR shall have at all times valid and first lien upon all personal property which LESSEE now owns, or may hereafter acquire or have an interest in as security for payment of the Monthly Rent and other charges herein reserved.

Should LESSEE terminate this Lease and/or vacate the Premises prior to the natural expiration of the Lease Term, for any reason, LESSOR shall have the right to accelerate the monthly Rent payments, including any Additional Rent Charges, Late Fees and Other Charges due for the remainder of the Lease Term. These payments shall become due and payable immediately upon notice to LESSEE by LESSOR. In addition to the monthly Rent payments, Additional Rent Charges, Late Fees and Other Charges due for the remainder of the Lease Term, LESSOR hereby reserves the right to charge a fee in the amount of **$500.00 (FIVE HUNDRED DOLLARS and 00/100)** ("Early Termination Fee"). Said Early Termination Fee will be deducted from the Security Deposit on LESSEE'S account at the time of early termination. Said Early Termination Fee will not release LESSEE from their obligation to the Monthly Rent and any other charges dues and owing through the end of the Lease Term, but will be applied as an administrative fee.

In the event LESSEE notifies LESSOR of their desire to terminate this Lease and vacate the Premises prior to the natural expiration of the Lease Term, and LESSOR is able to re-let the Premises to another tenant for the same or higher monthly Rent, then this Lease shall be terminated as of the day prior to the commencement date of the new lease with the new tenant. LESSEE shall notify LESSOR of their desire to terminate this Lease and vacate the Premises at least sixty (60) days prior to the natural expiration of the Lease Term and LESSOR shall make a reasonable effort to re-let the space prior to the natural expiration of the Lease Term.

29. NON SMOKING

Smoking of any product, tobacco related or otherwise, is not permitted within the Premises. LESSOR, at LESSOR's discretion, may terminate this lease agreement if LESSEE or LESSEE's employees, invitees, customers, etc. violate this clause when within the confines of the Premises, or the building that houses the Premises.

30. HAZARDOUS MATERIALS

LESSEE shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials (as defined below) upon or about the Premises, or permit LESSEE employees, agents, contractors, invitees and other occupants of the Premises to engage in such activities upon or about the Premises. However, the foregoing provisions shall not prohibit releases pursuant to permits issued by governmental authority or the transportation to and from, and use, storage, maintenance and handling within, the Premises of substances customarily used in the LESSEE's business: (I) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of LESSEE's business therein, strictly in accordance with applicable Law, highest prevailing standards, and the manufacturer's instructions therefore, (ii) such substances shall not be disposed of, released or discharged in the Premises, and shall be transported to and from the Premises in compliance with all applicable Laws, and as LESSOR shall reasonably require, (iii) if any applicable Law or LESSEE's trash removal contractor requires that any such substances be disposed of separately from ordinary trash. LESSEE shall make arrangements at LESSEE's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by LESSOR), (iv) any remaining such substances shall be completely, properly and lawfully removed from the Premises upon expiration or earlier termination of this Lease, and (v) for purposes of removal and disposal of any such substances. LESSEE shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms.

31. CARBON MONOXIDE LEVELS

LESSOR shall perform periodic evaluations of the carbon monoxide ("CO") levels in the Building to maintain a safe level of CO emissions for all tenants. If LESSEE shall use a forklift, generator or any other equipment in the Premises, or in the common areas of the Building, LESSEE shall maintain such equipment so that the emissions from said equipment do not increase the carbon monoxide levels in the Building above a standard safety level.

If the CO levels in the building exceed standard safety levels, and the increase in CO emissions is determined to be caused by LESSEE'S equipment, then LESSEE shall be responsible for repairing said equipment so that it meets and maintains minimum CO emissions standards.

LESSOR shall also have the right to perform random CO emissions tests on LESSEE'S equipment and in the Premises. If CO emissions from LESSEE'S equipment exceed 35PPM (parts per million), LESSEE shall be responsible for immediate repair of said equipment so that the CO emissions fall below 35PPM. If LESSEE fails to make immediate said repairs LESSOR may 1) contact the local Fire Department 2) repair said equipment and invoice LESSEE 3) terminate the Lease declaring LESSEE in default of this Lease Agreement.

RIDER ATTACHED HERETO & THEREFORE MADE A PART OF THIS LEASE BETWEEN BATAVIA ENTERPRISES, INC., LESSOR, AND CITY OF BATAVIA, LESSEE

32. **REMOVED PROPERTY**

In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the LESSEE hereby authorizes and requests that the LESSOR sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rending the overplus, if any, to LESSEE upon demand.

33. **LESSEE'S USE OF LEASED PREMISES**

LESSEE hereby agrees to use the Premises **solely** for the Intended Purpose listed on page 1 of this Lease Agreement and if LESSEE's use of the Premises conflicts in any way with the Intended Purpose stated on page 1 of this Lease Agreement LESSOR shall have the option to declare LESSEE in default and thereby terminate this Lease Agreement with 30 day written notice to the LESSEE.

32. **LICENSES AND PERMITS**

LESSEE shall be responsible for obtaining all licenses and permits necessary for its use and occupancy of the Premises and LESSEE shall comply, at its own cost and expense , with all laws now existing or hereafter enacted; with all rules and requirements pertaining to health, fire and safety; and with all other state, county and municipal requirements affecting the use, operation and cleanliness of the Premises.

APPROVED & ACCEPTED:

LESSEE:	**LESSOR:**
CITY OF BATAVIA	**BATAVIA ENTERPRISES, INC.**
By:_____	By: _____
Laura Newman, City Administrator	Austin Dempsey, Vice President
Date:_____	Date: _____

RIDER ATTACHED HERETO & THEREFORE MADE A PART OF THIS LEASE BETWEEN BATAVIA ENTERPRISES, INC., LESSOR, AND CITY OF BATAVIA, LESSEE

EXHIBIT A

NET RENT SCHEDULE

131-C

Year	Size	Per SF	Monthly	Annually
1	1,585	$12.00	$1,585.00	$19,020.00
2	1,585	$12.24	$1,616.00	$19,400.40
3	1,585	$12.48	$1,648.00	$19,788.40

129 WAREHOUSE

Year	Size	Per SF	Monthly	Annually
1	7,986	$5.00	$3,328.00	$39,930.00
2	7,986	$5.10	$3,394.05	$40,728.60
3	7,986	$5.20	$3,462.00	$41,543.17

NNN'S SCHEDULE
(Estimated Figures from 2015 Actual Billings)*

Year	Size	Charge	Per SF	Monthly	Annually
1-3	**9,571**	**Taxes**	**$0.51**	**$406.77**	**$4,881.21**
1-3	**9,571**	**Insurance**	**$0.41**	**$327.00**	**$3,924.11**
1-3	**9,571**	**CAM**	**$1.26**	**$1,004.96**	**$12,059.46**
		TOTALS	**$2.18**	**$1,738.73**	**$20,864.78**

* The NNN's are reconciled and invoiced once per lease year. Lessor reserves the right to change these figures at any time throughout the year due to increases in actual expenses

UTILITY USAGE FEES (131-C ONLY)*

Year	Monthly	Annually
1-3	$264.17	$3,170.00

* The NNN's and Utility Usage Fees are reconciled and invoiced once per lease year. Lessor reserves the right to change these figures at any time throughout the year due to increases in actual expenses

Total rent and other charges due by the 1st of each month during the first year of the Lease Term: **$6,915.90**

EXHIBIT B

General Liability Insurance Required:

$2,000,000 Per occurrence

$2,000,000 General Aggregate

$1,000,000 Personal & Advertising Injury

$5,000 Medical Payments

In addition to the above:

Tenant Legal Liability in the amount of $300,000.00.

Batavia Enterprises, Inc. needs to be named as an "additional insured"

This additional insured will be on a primary and non-contributory basis.

Also, a Waiver of Subrogation will apply. Indemnification and Hold Harmless Applies.

RIDER ATTACHED HERETO & THEREFORE MADE A PART OF THIS LEASE BETWEEN BATAVIA ENTERPRISES, INC., LESSOR, AND CITY OF BATAVIA, LESSEE

EXHIBIT C

LESSEE INFORMATION/CONTACT SHEET

COMPANY NAME: _____ PRIMARY CONTACT NAME: _____

MAILING ADDRESS **[after lease is executed]:** _____

LEASED PREMISES ADDRESS: _____ UNIT #: _____

PRIMARY PHONE #: _____ PRIMARY FAX #: _____

PRIMARY EMAIL ADDRESS: _____ MOVE-IN DATE: _____

Preferred Correspondence Method: Regular Mail: _____ Email:_____Phone:_____

In case of emergency please contact the following:

1st Contact Name:_____ Phone#: _____

2nd Contact Name:_____ Phone#: _____

3rd Contact Name:_____ Phone#: _____

KEY REQUIREMENTS

OF KEYS TO SUITE: _____ (2 keys provided free) *** Additional keys are available for $10.00 / each**

OF KEYS TO BUILDING: _____ (2 keys provided free) *** Additional keys are available for $10.00 / each**

Mailbox required: _____Yes _____No # of Mailbox keys: _____

Will your space be alarmed? _____ Yes _____ No

Who is authorized to request duplicate keys? _____

Primary contact in case of an employee lock out? Contact Name:_____Phone#: _____

SIGNAGE (please indicate how you want your name to read)*

DIRECTORY (if applicable): _____

SUITE DOOR (if applicable): _____

MONUMENT (if applicable):_____

***Signage varies by property, and signage as stated above may or may not be available at your property. Additional monthly fees for certain signage may apply.**

BUSINESS HOURS:

Monday – Friday: _____

Saturday: _____Sunday: _____

Tenant Signature of Approval: _____ Date: _____

CC: Senior Property Manager

STORAGE AGREEMENT

LEASE TERM		
BEGINNING	**ENDING**	**LOCATION OF PREMISES**
December 1, 2016	November 30, 2019	NW CORNER OF FLINN & SHUMWAY BATAVIA, IL 60510 (GRAVEL & DIRT LOT – APPROX. 2.65ACRES – SHOWN ON EXH. D)
MONTHLY RENT	**DATE OF LEASE**	**STORAGE INFORMATION:**
$1,000.00	The date Batavia Enterprises, Inc. executes this Storage Agreement will be the "Date of Lease".	**CONSTRUCTION VEHICLES, MATERIALS & EQUIPMENT**
LESSEE	**LESSOR**	**SECURITY DEPOSIT**
City of Batavia 100 N. Island Ave Batavia, IL 60510	Batavia Enterprises, Inc. 140 First Street Batavia, Illinois 60510	$1,000.00

ANY AND ALL RIDERS, AMENDMENTS & DIAGRAMS ARE HEREBY ATTACHED AND THEREFORE MADE A PART OF THIS LEASE.

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to the Lessee and Lessee hereby leases from Lessor solely for the above purpose the Premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term. The Intended Purpose of this Storage Agreement is for the storage of various **construction vehicles, materials and equipment** during the aforementioned period and bound by the following terms and conditions:

1) **RENT:** LESSEE hereby agrees to make monthly rental payments by check payable to Batavia Enterprises, Inc. 140 First Street, Batavia, IL 60510 on or before the first day of each month, in advance for the duration of this lease. If the rent is not received by the Batavia Enterprises, Inc. office by the 5th day of the month in which it is due; a 10% Late Charge, assessed on all rent owed by LESSEE will become due and payable. If the rental payment is not yet received by the Batavia Enterprises, Inc. office by the 15th day of the month in which it is due; an additional 10% Late Charge assessed on all rent owed by LESSEE will become due and payable and the matter will be referred to the LESSOR'S Legal Department for necessary action.

2) **PREMISES:** LESSEE understands that LESSEE is renting the Premises in an ("as is") condition.

3) **INDEMNIFICATION OF LESSOR:** The LESSOR will take every precaution to keep the building secure; however, LESSEE agrees to indemnify and save harmless, LESSOR and any person with LESSOR from and against any and all claims and demands or third persons, including but not limited to those from death, for personal injuries or for loss or damage or property occurring in or arising, directly or indirectly, out of or in connection with the use and occupancy of the premises, or as a result of any acts, omissions, or negligence, of the LESSEE in or about the premises and from and against all costs, expenses and liability occurring in or in connection with any such claims or proceeding brought thereon.

4) **INSURANCE:** LESSEE agrees to maintain public comprehensive liability insurance on the Premises during the term of the Storage Agreement. LESSEE shall provide LESSOR with a copy of the said liability insurance policy. The liability insurance policy should be in full force and effect at all times during the Storage Agreement. If said liability insurance policy expires during the term of the Storage Agreement, LESSEE agrees to provide LESSOR and updated liability insurance policy with updated term dates.

5) **NON-SMOKING**: Smoking of any product, tobacco related or otherwise, is not permitted within the leased premises. LESSOR, at LESSOR'S discretion, may terminate this lease agreement if LESSEE or LESSEE'S employees, invitees, customers, etc. violate this clause when within the confines of the leased premises, or the building that houses the leased premises.

6) **HAZARDOUS MATERIALS:** LESSEE shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials upon or about the Leased Premises, or permit LESSEE employees, agents, contractors, invitees and other occupants of the Premises to engage in such activities upon or about the Leased Premises.

7) **DAMAGES/ REPAIRS**: If the premises are damaged and repairs are needed, any costs to LESSOR will be charged to LESSEE and is due and payable within thirty (30) days. If payment is not received by the 30th day, the late fees described in paragraph one will apply.

STORAGE AGREEMENT BY AND BETWEEN BATAVIA ENTERPRISES, INC., LESSOR, AND CITY OF BATAVIA, LESSEE

8) **TERMINATION:** LESSOR has the right to terminate the agreement by providing the other party thirty (30) days' prior written notice. If LESSOR chooses to terminate the agreement, LESSOR will attempt to relocate LESSEE to a comparable space at the same rate but cannot guarantee one will be available.

9) **RIGHT TO SHOW SPACE:** LESSEE understands that LESSOR reserves the right to enter and show the Premises without LESSEE's permission or prior notice.

10) **CONDITIONS TO USE:** LESSEE shall maintain a locked construction fence around the lot at all times. All vehicle access to the lot shall be from Shumway Avenue.

11) **END OF TERM:** Upon expiration of the Lease Term, LESSEE, prior to vacating the Premises, shall spread out and grade any extra clean materials and leave the site flat. LESSEE agrees to seed, with LESSOR approved grass seed, the entire Premises at LESSEE'S expense, within one (1) year of lease expiration after receiving notice from LESSOR. Any other work required by LESSEE to return the Premises to its acceptable condition shall be at LESSEE'S expense and agreed upon by LESSOR and LESSEE within sixty (60) days of LESSEE vacating the Premises.

Please sign and date in the space provided below as proof of the intent to rent the aforementioned space and abide by all terms and conditions contained in this agreement.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

CITY OF BATAVIA

By: _____
Laura Newman, City Administrator

_____
Date

LESSOR:

BATAVIA ENTERPRISES, INC.

By: _____
Austin Dempsey: Vice President

_____
Date

EXHIBIT A

RENT SCHEDULE

TERM	SIZE	MONTHLY	ANNUALLY
December 1, 2016 – November 30, 2019	N/A	$1,000.00	$12,000.00

STORAGE AGREEMENT BY AND BETWEEN BATAVIA ENTERPRISES, INC., LESSOR, AND CITY OF BATAVIA, LESSEE

EXHIBIT B

EMERGENCY CONTACT SHEET

CUSTOMER NAME: _____

MAILING ADDRESS [after lease is executed]: _____

LEASED PREMISES ADDRESS:_____UNIT #: _____

PHONE #: 630-918-9715 Fax #: _____

CELL PHONE: _____

EMAIL ADDRESS:_____ MOVE-IN DATE: _____

NEW PHONE #: _____ NEW FAX #: _____

Preferred Correspondence Method: Email _____ Phone ____Fax _____

Alternate Email Address: _____

Which Phone # should we call: _____Which Fax # should we use: _____

In case of Emergency please contact the following:

1st Contact Name: _____ Phone#: _____

2nd Contact Name: _____ Phone#: _____

3rd Contact Name:_____ Phone#: _____

Will your space be alarmed? _____ Yes _____ No

KEY REQUIREMENTS

OF KEYS TO SUITE: _____ (2 keys provided free) *** Additional keys are available for $10.00 / each**

OF KEYS TO BUILDING: _____ (2 keys provided free)

Tenant Signature of Approval: _____ Date: _____

EXHIBIT C

Construction Vehicles, Materials & Equipment include, but not limited to:

- Construction trailers
- Trailers for materials and tool storage
- Trucks
- Low-boys
- Bulldozers
- Front-end loaders

EXHIBIT D

© 2016 Google
Google Earth
1994
41°50'51.25" N 88°18'31.63" W elev 660 ft eye alt 966 ft

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	195423 V	09/09/16	10378	ARAMARK	1045	6255	UNIFORM RENTAL-STRE	0.00	-299.76
1020	195425 V	09/09/16	10378	ARAMARK	1045	6315	PUBLIC WORKS-MATS	0.00	-39.20
1020	195943	10/21/16	10018	ACE HARDWARE-BATAVI	1032	6264	BATTERIES	0.00	38.97
1020	195943	10/21/16	10018	ACE HARDWARE-BATAVI	1032	6264	HINGES	0.00	45.90
TOTAL CHECK								0.00	84.87
1020	195947	10/21/16	10864	AERKO ILLINOIS, INC	1031	6225	SHIPPING CHARGE	0.00	15.90
1020	195947	10/21/16	10864	AERKO ILLINOIS, INC	1031	6242	2OZ STREAMER-OC SPR	0.00	483.75
TOTAL CHECK								0.00	499.65
1020	195948	10/21/16	17782	ALPHA BUILDING MAIN	1016	6315	OCT16 JANITORIAL SV	0.00	3,480.00
1020	195949	10/21/16	17867	ANDERSON ELEVATOR C	1016	6315	4TH QTR MAINTENANCE	0.00	1,150.00
1020	195951	10/21/16	10378	ARAMARK	1045	6255	UNIFORM RENTAL-STRE	0.00	299.76
1020	195953	10/21/16	10378	ARAMARK	1045	6315	PUBLIC WORKS-MATS	0.00	39.20
1020	195954	10/21/16	12404	JEANETTE ARMBRUST	1010	6230	FELLOWS SHREDDER	0.00	47.49
1020	195956	10/21/16	10045	AT & T	1016	6250	630 482-9587 434 7	0.00	119.53
1020	195956	10/21/16	10045	AT & T	1016	6250	630 406-1981 953 4	0.00	260.45
1020	195956	10/21/16	10045	AT & T	1016	6250	630 406-8304 249 2	0.00	358.62
TOTAL CHECK								0.00	738.60
1020	195957	10/21/16	10558	AT & T	1016	6250	ACT# 051 564 2482 0	0.00	43.42
1020	195958	10/21/16	15908	JENNIFER AUSTIN-SMI	1010	6355	TRANSCRIPTION SVCS	0.00	672.83
1020	195959	10/21/16	10120	BONNELL INDUSTRIES	1045	6233	CYLINDER/TIRE RETAI	0.00	864.81
1020	195962	10/21/16	15666	CALL ONE	1016	6250	ACCT# 1210277-11260	0.00	1,029.56
1020	195963	10/21/16	10083	CINTAS FIRE PROTECT	1032	6355	EXTINGR INSPECTION	0.00	65.00
1020	195963	10/21/16	10083	CINTAS FIRE PROTECT	1032	6355	EXTINGR INSPECTIONS	0.00	388.81
1020	195963	10/21/16	10083	CINTAS FIRE PROTECT	1032	6355	EXTINGR INSPECTIONS	0.00	469.63
TOTAL CHECK								0.00	923.44
1020	195964	10/21/16	17788	CLARK BAIRD SMITH L	1012	6358	LEGAL SERVICES	0.00	1,238.75
1020	195965	10/21/16	11088	CLARKE ENVIRONMENTA	1045	6356	MOSQUITO MANAGEMENT	0.00	7,725.00
1020	195966	10/21/16	17696	CLASSIC LANDSCAPE L	1045	6355	SEPT LAWN MAINTENAN	0.00	6,863.75
1020	195967	10/21/16	14677	COMCAST CABLE	1045	6260	CABLE SERVICES	0.00	4.23
1020	195967	10/21/16	14677	COMCAST CABLE	1032	6260	CABLE SERVICES	0.00	16.94
1020	195967	10/21/16	14677	COMCAST CABLE	1032	6260	CABLE SERVICES	0.00	21.18
TOTAL CHECK								0.00	42.35
1020	195969	10/21/16	10157	COMMUNICATIONS DIRE	1031	6237	BATTERY IMPRES NIMH	0.00	975.00

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ACCOUNTING PERIOD: 11/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	195970	10/21/16	17055	COSTAR REALTY INFOR	1022	6355	REAL ESTATE DATABAS	0.00	336.65
1020	195971	10/21/16	12734	JOHN CUNNINGHAM	10	1520	LEAF & BRUSH FEE	0.00	-2.27
1020	195971	10/21/16	12734	JOHN CUNNINGHAM	10	1504	FRANCHISE FEE	0.00	-1.00
TOTAL CHECK								0.00	-3.27
1020	195972	10/21/16	10400	DAILY HERALD	1013	6245	PUBLIC HEARING NOTI	0.00	124.20
1020	195974	10/21/16	12870	FASTENAL COMPANY	1045	6233	72 HOLE BIN	0.00	162.38
1020	195975	10/21/16	17765	STACY L. FERGUSON	1045	6355	LOCATE PROPRTY CORN	0.00	1,350.00
1020	195977	10/21/16	17136	FIRST INSPECTION SE	1013	6354	PLAN RVWS/INSPECTIO	0.00	4,055.00
1020	195981	10/21/16	17878	GLOBAL AERIAL VIDEO	1022	6355	2ND INSTALLMENT	0.00	1,000.00
1020	195982	10/21/16	10243	ILLINOIS PAPER & CO	1016	6230	COPY PAPER	0.00	1,155.00
1020	195983	10/21/16	10677	J & D DOOR SALES, I	1045	6310	MODIFY MB GARAGE DO	0.00	2,185.00
1020	195984	10/21/16	10092	JPMORGAN CHASE BANK	1010	6210	UNIV OF WISCONSIN	0.00	468.00
1020	195984	10/21/16	10092	JPMORGAN CHASE BANK	1010	6230	OFFICE FURNITURE	0.00	3,257.26
TOTAL CHECK								0.00	3,725.26
1020	195985	10/21/16	15086	KANE COUNTY CLERK	1031	6205	NOTARY COMMISSION	0.00	11.00
1020	195986	10/21/16	16122	KOZAK CUSTOM LANDSC	1045	6240	PAVER BRICKS	0.00	716.00
1020	195989	10/21/16	11667	VILLAGE OF NORTH AU	1019	6355	BATAVIA METER READS	0.00	26.60
1020	195992	10/21/16	10787	THE OLD DOMINION BR	1045	6233	MEDIUM DUTY HOSE	0.00	1,877.91
1020	195994	10/21/16	10460	JANA CRISCI - PETTY	1045	6225	CERTIFED MAIL-LALLY	0.00	6.47
1020	195994	10/21/16	10460	JANA CRISCI - PETTY	1031	6210	TRNG LUNCH-LANGSTON	0.00	12.00
1020	195994	10/21/16	10460	JANA CRISCI - PETTY	1031	6205	NOTARY FEE-O'BRIEN	0.00	15.00
TOTAL CHECK								0.00	33.47
1020	195995	10/21/16	14523	PRAIRIE MATERIAL SA	1045	6240	4000PSI FLT AIR MID	0.00	124.00
1020	195995	10/21/16	14523	PRAIRIE MATERIAL SA	1045	6240	4000PSI FLT AIR MID	0.00	124.00
TOTAL CHECK								0.00	248.00
1020	195996	10/21/16	11418	PREFORM TRAFFIC CON	1045	6355	4" YELLOW STRIPING	0.00	636.88
1020	195997	10/21/16	17500	PRESIDIO NETWORKED	1018	6405	48 PORT W/ SUPPORT	0.00	12,174.39
1020	195997	10/21/16	17500	PRESIDIO NETWORKED	1018	6405	24PORT W/ SPARE PWR	0.00	11,456.65
1020	195997	10/21/16	17500	PRESIDIO NETWORKED	1018	6405	SPRT-24 PORT SWITCH	0.00	1,283.34
TOTAL CHECK								0.00	24,914.38
1020	195998	10/21/16	17500	PRESIDIO NETWORKED	1018	6405	10 GB SFP	0.00	8,966.30
1020	195999	10/21/16	17251	PRIME, TACK & SEAL	1045	6240	HFE-90	0.00	696.90

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ACCOUNTING PERIOD: 11/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196000	10/21/16	10272	SAM'S CLUB DIRECT C	1032	6259	WATER/COFFEE	0.00	143.60
1020	196001	10/21/16	18035	DAN SEGGERMAN	10	1973	ELECTRIC PERMIT	0.00	50.00
1020	196001 V	10/21/16	18035	DAN SEGGERMAN	10	1973	ELECTRIC PERMIT	0.00	-50.00
TOTAL CHECK								0.00	0.00
1020	196003	10/21/16	11506	SIGN OUTLET STORE	1045	6240	SIGN MATERIALS	0.00	347.77
1020	196004	10/21/16	18037	SMITH AMUNDSEN	1012	6358	LABOR REPRESENTATIO	0.00	1,344.00
1020	196005	10/21/16	11153	STATE COLLECTION SE	1019	6355	COLLECTION SERVICES	0.00	190.19
1020	196006	10/21/16	10196	SUPERIOR ASPHALT MA	1045	6240	ASPHALT	0.00	228.52
1020	196006	10/21/16	10196	SUPERIOR ASPHALT MA	1045	6240	ASPHALT	0.00	230.84
TOTAL CHECK								0.00	459.36
1020	196007	10/21/16	11325	3M	1045	6240	BLK EC FILM NP	0.00	828.00
1020	196008	10/21/16	10501	TRAFFIC CONTROL & P	1045	6240	18" HIP STOP SIGN	0.00	50.20
1020	196011	10/21/16	13760	TYLER MEDICAL SERVI	1012	6203	10 PANEL RAPID DS	0.00	55.00
1020	196011	10/21/16	13760	TYLER MEDICAL SERVI	1012	6203	RANDOM PROGRAM	0.00	225.00
TOTAL CHECK								0.00	280.00
1020	196012	10/21/16	18036	UNIVERSITY OF WISCO	1032	6210	FLORIAN SYMPOSIUM	0.00	400.00
1020	196014	10/21/16	14833	VERIZON WIRELESS	1010	6250	CELL PHONE SERVICES	0.00	70.76
1020	196014	10/21/16	14833	VERIZON WIRELESS	1013	6250	CELL PHONE SERVICES	0.00	244.16
1020	196014	10/21/16	14833	VERIZON WIRELESS	1032	6250	CELL PHONE SERVICES	0.00	575.65
1020	196014	10/21/16	14833	VERIZON WIRELESS	1031	6250	CELL PHONE SERVICES	0.00	890.15
1020	196014	10/21/16	14833	VERIZON WIRELESS	1018	6250	CELL PHONE SERVICES	0.00	1,390.37
1020	196014	10/21/16	14833	VERIZON WIRELESS	1045	6250	CELL PHONE SERVICES	0.00	491.24
1020	196014	10/21/16	14833	VERIZON WIRELESS	1016	6250	CELL PHONE SERVICES	0.00	35.03
1020	196014	10/21/16	14833	VERIZON WIRELESS	1017	6250	CELL PHONE SERVICES	0.00	60.76
1020	196014	10/21/16	14833	VERIZON WIRELESS	1012	6250	CELL PHONE SERVICES	0.00	70.76
1020	196014	10/21/16	14833	VERIZON WIRELESS	1033	6250	CELL PHONE SERVICES	0.00	71.11
1020	196014	10/21/16	14833	VERIZON WIRELESS	1015	6250	CELL PHONE SERVICES	0.00	105.49
TOTAL CHECK								0.00	4,005.48
1020	196015	10/21/16	16107	WALDSCHMIDT & ASSOC	1045	6355	WEEKLY MOWING	0.00	2,275.36
1020	196015	10/21/16	16107	WALDSCHMIDT & ASSOC	1045	6355	WEEKLY MOWING	0.00	237.38
TOTAL CHECK								0.00	2,512.74
1020	196016	10/21/16	17138	WEATHERTECH DIRECT	1045	6233	FRNT FLOORLINERS	0.00	122.45
1020	196017	10/21/16	10371	WELDSTAR COMPANY	1045	6240	MISC MATERIALS	0.00	151.90
1020	196018	10/25/16	10099	BATAVIA ENTERPRISES	10	1203	SECURITY DEPOSIT	0.00	1,000.00
1020	196019	10/28/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHANGE	0.00	33.50
1020	196019	10/28/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHG/CHG FILTERS	0.00	96.19

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ACCOUNTING PERIOD: 11/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196019	10/28/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHG/RPL LIC BUL	0.00	40.50
1020	196019	10/28/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHG/RPL TIRE	0.00	54.00
1020	196019	10/28/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHG/RPL TIRE	0.00	72.50
1020	196019	10/28/16	10010	ABE & DOC'S SERVICE	1031	6310	RPL BAD BATTERY	0.00	117.80
TOTAL CHECK								0.00	414.49
1020	196020	10/28/16	10018	ACE HARDWARE-BATAVI	1012	6207	MILESTONE GIFT CARD	0.00	241.80
1020	196020 V	10/28/16	10018	ACE HARDWARE-BATAVI	1012	6207	MILESTONE GIFT CARD	0.00	-241.80
TOTAL CHECK								0.00	0.00
1020	196021	10/28/16	10029	AIR ONE EQUIPMENT,	1032	6255	2 RED HELMETS	0.00	443.20
1020	196023	10/28/16	15063	ALLIED ASPHALT PAVI	1045	6240	ASPHALT	0.00	500.29
1020	196024	10/28/16	10048	ANDERSON PEST CONTR	1045	6355	PEST CONTROL SVCS	0.00	20.00
1020	196024	10/28/16	10048	ANDERSON PEST CONTR	1016	6315	PEST CONTROL SVCS	0.00	61.32
1020	196024	10/28/16	10048	ANDERSON PEST CONTR	1016	6315	PEST CONTROL SVCS	0.00	67.68
1020	196024	10/28/16	10048	ANDERSON PEST CONTR	1016	6315	PEST CONTROL-DRAINS	0.00	121.36
TOTAL CHECK								0.00	270.36
1020	196025	10/28/16	14613	AQUA DESIGNS ENTERP	1045	6355	WINTERIZE SPRINKLER	0.00	300.00
1020	196025	10/28/16	14613	AQUA DESIGNS ENTERP	1045	6355	WINTERIZE SPRINKLER	0.00	350.00
TOTAL CHECK								0.00	650.00
1020	196027	10/28/16	16341	ARISTA INFORMATION	1019	6355	PRINTING-UTILITYBIL	0.00	1,467.78
1020	196027	10/28/16	16341	ARISTA INFORMATION	1019	6225	POSTAGE-UB MAILINGS	0.00	4,046.59
TOTAL CHECK								0.00	5,514.37
1020	196029	10/28/16	10045	AT & T	1032	6250	630 Z99-2603 920 6	0.00	85.52
1020	196030	10/28/16	10558	AT & T	1016	6250	ACT# 051 564 5242 0	0.00	57.76
1020	196031	10/28/16	15714	AUBREY SIGN COMPANY	1010	6230	NAME PLATE	0.00	42.00
1020	196032	10/28/16	18040	AURORA REGIONAL FIR	1032	6355	STORAGE FEE	0.00	500.00
1020	196034	10/28/16	10056	BATAVIA FIREFIGHTER	1032	6123	2015 R.E. TAX DIST	0.00	7,271.15
1020	196035	10/28/16	10055	BATAVIA POLICE PENS	1031	6123	2015 R.E. TAX DIST	0.00	16,325.88
1020	196037	10/28/16	18038	JUDY BJORNSON	10	4316	ADMIN USE APPLICATI	0.00	200.00
1020	196038	10/28/16	17405	BLUE LINE LEARNING	1031	6210	INTERNET TRNG COURS	0.00	1,025.00
1020	196039	10/28/16	10395	BOUND TREE MEDICAL,	1032	6257	CO2 DETECTORS/SPLYS	0.00	57.42
1020	196041	10/28/16	10274	BUMPER TO BUMPER	1045	6233	BALL JOINT TOOL	0.00	10.59
1020	196041	10/28/16	10274	BUMPER TO BUMPER	1045	6233	MISC AUTO SUPPLIES	0.00	170.16
TOTAL CHECK								0.00	180.75
1020	196043	10/28/16	10135	CASE LOTS, INC.	1016	6264	TRASH BAGS	0.00	161.55

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ACCOUNTING PERIOD: 11/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196044	10/28/16	10152	CIVIC SYSTEMS, LLC	1018	6355	IMPLEMENTATION/SUPP	0.00	1,675.92
1020	196044	10/28/16	10152	CIVIC SYSTEMS, LLC	1018	6231	BUSINESS TAX SOFTWA	0.00	7,900.00
TOTAL CHECK								0.00	9,575.92
1020	196045	10/28/16	11725	COLLEGE OF DUPAGE	1031	6210	TRAINING-NETTNIN	0.00	75.00
1020	196046	10/28/16	10400	DAILY HERALD	1013	6245	NOTICE OF PUBLIC HR	0.00	204.70
1020	196046	10/28/16	10400	DAILY HERALD	1013	6245	NOTICE OF PUBLIC HR	0.00	67.85
TOTAL CHECK								0.00	272.55
1020	196047	10/28/16	18039	SHILPA DAVE	10	1973	PERMIT FEE	0.00	55.00
1020	196049	10/28/16	10457	EJ EQUIPMENT INC	1045	6233	RPL VALVES-PARTS&LB	0.00	1,962.88
1020	196050	10/28/16	12870	FASTENAL COMPANY	1045	6233	72 HOLE BIN	0.00	162.38
1020	196055	10/28/16	11404	INTERSTATE BATTERY	1045	6233	MT-65	0.00	207.90
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1017	6225	SHIPPING	0.00	9.85
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1031	6355	LATE FEE/FINANCE CH	0.00	12.70
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1031	6225	USPS.COM	0.00	22.95
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1017	6210	BWIB LUNCHEON	0.00	25.00
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1010	6210	BWIB LUNCHEON	0.00	25.00
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1017	6230	NOTARY STAMP	0.00	40.98
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1018	6250	PHONE SUPPLIES	0.00	60.72
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1018	6405	WIRELESS KYBRD/MOUS	0.00	64.61
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1015	6210	TRAINING	0.00	77.00
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1015	6215	ACG DOWNTOWN BOOK	0.00	97.45
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1031	6210	TRAINING FEES	0.00	127.00
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1014	6210	TRAINING	0.00	774.04
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1032	6251	CHAIR RENTAL-OPENHO	0.00	162.70
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1016	6315	TOOLS & SUPPLIES	0.00	197.12
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1032	6210	CONFER REGISTRATION	0.00	208.00
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1045	6210	SNOW & ICE TRAINING	0.00	104.49
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1032	6259	JIMMYJOHNS/DUNCAN D	0.00	118.74
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	1045	6255	DUNGAREES-BIB OVERA	0.00	119.99
TOTAL CHECK								0.00	2,248.34
1020	196060	10/28/16	10280	MENARDS	1045	6264	3" CUT MASONRY NAIL	0.00	4.76
1020	196060	10/28/16	10280	MENARDS	1045	6264	MISC SUPPLIES	0.00	99.91
TOTAL CHECK								0.00	104.67
1020	196062	10/28/16	10500	NAGEL TRUCKING & MA	1045	6240	CA6/CA7/HAULING	0.00	624.76
1020	196062	10/28/16	10500	NAGEL TRUCKING & MA	1045	6286	DUMP FEES	0.00	1,280.00
TOTAL CHECK								0.00	1,904.76
1020	196064	10/28/16	13559	NOTARY PUBLIC ASSOC	1031	6355	NOTARY PUBLIC	0.00	54.00
1020	196065	10/28/16	13559	NOTARY PUBLIC ASSOC	1031	6355	NOTARY PUBLIC	0.00	54.00
1020	196066	10/28/16	15495	PACE SUBURBAN BUS S	1010	6363	JUN 2016 RIDE IN KA	0.00	5,975.01

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196067	10/28/16	10460	JANA CRISCI - PETTY	1013	6355	MILEAGE-S. GLASCO	0.00	2.70
1020	196067	10/28/16	10460	JANA CRISCI - PETTY	1013	6230	CALENDARS-S. GLASCO	0.00	9.00
1020	196067	10/28/16	10460	JANA CRISCI - PETTY	1032	6205	FIRE CHIEFS MTG	0.00	20.00
1020	196067	10/28/16	10460	JANA CRISCI - PETTY	1033	6210	HOMELAND SEC MTG	0.00	20.00
1020	196067	10/28/16	10460	JANA CRISCI - PETTY	1031	6210	TRAINING MEALS-PD	0.00	31.16
TOTAL CHECK								0.00	82.86
1020	196071	10/28/16	14523	PRAIRIE MATERIAL SA	1045	6240	4000PSI FLT AIR MID	0.00	124.00
1020	196071	10/28/16	14523	PRAIRIE MATERIAL SA	1045	6240	4000PSI FLT AIR MID	0.00	496.00
TOTAL CHECK								0.00	620.00
1020	196072	10/28/16	17500	PRESIDIO NETWORKED	1018	6405	CISCO PHONES	0.00	7,518.75
1020	196073	10/28/16	17251	PRIME, TACK & SEAL	1045	6240	HFE-90	0.00	772.80
1020	196074	10/28/16	10364	RANDALL PRESSURE SY	1045	6264	MISC SUPPLIES	0.00	7.57
1020	196076	10/28/16	17326	RUSH TRUCK CENTERS	1045	6233	MISC AUTO PARTS	0.00	155.84
1020	196077	10/28/16	12226	SAFETY LANE INSPECT	1045	6310	VEHILCE SAFETY TEST	0.00	31.00
1020	196078	10/28/16	11821	SERVICE SANITATION,	1045	6355	PORTABLE RESTROOM	0.00	50.00
1020	196078	10/28/16	11821	SERVICE SANITATION,	1045	6355	PORTABLE RESTROOM	0.00	50.00
TOTAL CHECK								0.00	100.00
1020	196079	10/28/16	16581	SITEONE LANDSCAPE S	1045	6264	PROFEEDER SVC PLUG	0.00	50.00
1020	196081	10/28/16	18042	STACK-ON PRODUCTS C	1031	6230	REPLACEMENT KEY	0.00	10.00
1020	196082	10/28/16	10367	STANDARD EQUIPMENT	1045	6340	5-CX55 BELTS	0.00	206.17
1020	196082	10/28/16	10367	STANDARD EQUIPMENT	1045	6340	BELTS/BEARING-SHAFT	0.00	1,211.02
TOTAL CHECK								0.00	1,417.19
1020	196088	10/28/16	18041	TRAVIS CONSULTING A	1010	6355	CITY LDRSHIP RETREA	0.00	5,697.50
1020	196089	10/28/16	17902	TRIDENT INSURANCE S	1031	6505	CLAIM# TNT-0137721	0.00	145.00
1020	196089	10/28/16	17902	TRIDENT INSURANCE S	1031	6505	CLAIM# TNT-0137721	0.00	551.00
1020	196089	10/28/16	17902	TRIDENT INSURANCE S	1031	6505	CLAIM# TNT-0137721	0.00	3,023.42
TOTAL CHECK								0.00	3,719.42
1020	196091	10/28/16	12875	UNILOCK CHICAGO INC	1045	6240	PAVER BRICKS	0.00	78.39
1020	196093	10/28/16	12795	VALLEY FIRE PROTECT	1016	6315	SPRINKLER INSPECTIO	0.00	195.00
1020	196094	10/28/16	13666	VESSEL INC	1045	6240	PULV TOPSOIL	0.00	276.00
1020	196095	10/28/16	16107	WALDSCHMIDT & ASSOC	1045	6355	WEEKLY MOWING	0.00	2,275.36
1020	196095	10/28/16	16107	WALDSCHMIDT & ASSOC	1045	6355	WEEKLY MOWING	0.00	237.38
TOTAL CHECK								0.00	2,512.74
1020	196096	10/28/16	15667	WEILANDT LEGAL DOCU	1013	6355	HEARING RECORDER SV	0.00	63.00

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196097	10/28/16	10544	WELCH BROS., INC.	1045	6240	TYPE A INLET 5" WAL	0.00	1,308.00
1020	196098	10/28/16	11250	WINTER EQUIPMENT CO	1045	6233	CURBGUARDS/STL BLAD	0.00	3,095.12
1020	196099	11/01/16	10092	JPMORGAN CHASE BANK	1012	6207	MILESTONE GIFT CARD	0.00	241.80
1020	196107	11/04/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHANGE	0.00	30.50
1020	196107	11/04/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHG/RPL FILTERS	0.00	93.14
1020	196107	11/04/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHG/ROTATE TIRE	0.00	66.50
1020	196107	11/04/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHG/ROTATE TIRE	0.00	66.50
1020	196107	11/04/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHG/ROTATE TIRE	0.00	66.50
1020	196107	11/04/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHG/BRAKES&ROTO	0.00	370.69
TOTAL CHECK								0.00	693.83
1020	196108	11/04/16	10015	ACCURATE OFFICE SUP	1010	6230	CERTIFICATE JACKETS	0.00	42.72
1020	196108	11/04/16	10015	ACCURATE OFFICE SUP	1031	6230	OFFICE SUPPLIES	0.00	183.01
TOTAL CHECK								0.00	225.73
1020	196109	11/04/16	10018	ACE HARDWARE-BATAVI	1032	6264	PAINT	0.00	37.99
1020	196109	11/04/16	10018	ACE HARDWARE-BATAVI	1045	6264	FASTENERS	0.00	2.40
1020	196109	11/04/16	10018	ACE HARDWARE-BATAVI	1031	6242	BATTERIES	0.00	4.99
TOTAL CHECK								0.00	45.38
1020	196112	11/04/16	10378	ARAMARK	1045	6255	UNIFORM RENTAL-STRE	0.00	286.26
1020	196115	11/04/16	10378	ARAMARK	1045	6315	PUBLIC WORKS-MATS	0.00	39.20
1020	196116	11/04/16	13583	AVALON PETROLEUM CO	10	1275	2200GAL BIODIESEL	0.00	4,246.00
1020	196116	11/04/16	13583	AVALON PETROLEUM CO	10	1275	4500GAL UNLEADED FU	0.00	7,650.00
TOTAL CHECK								0.00	11,896.00
1020	196118	11/04/16	16483	BLUFF CITY MATERIAL	1045	6286	LANDFILL FEES/SPOIL	0.00	100.00
1020	196118	11/04/16	16483	BLUFF CITY MATERIAL	1045	6286	LANDFILL FEES/SPOIL	0.00	340.00
TOTAL CHECK								0.00	440.00
1020	196119	11/04/16	10135	CASE LOTS, INC.	1016	6264	JANITORIAL/BRKRM SP	0.00	861.50
1020	196120	11/04/16	10141	CHIEF	1031	6225	FREIGHT	0.00	143.46
1020	196120	11/04/16	10141	CHIEF	1031	6242	30MIN FLARES	0.00	744.93
TOTAL CHECK								0.00	888.39
1020	196122	11/04/16	15008	CLIFFORD-WALD	1018	6405	2-CANON PRINTERS/SF	0.00	13,980.00
1020	196125	11/04/16	10170	DON'S SHARPENING CE	1045	6340	2.5GL OF 28 PUNCHES	0.00	83.72
1020	196127	11/04/16	12072	ESRI	1018	6375	SFTWARE SUPPORT/MAI	0.00	15,600.00
1020	196128	11/04/16	10183	FEDERAL EXPRESS	1017	6225	OVERNIGHT SHIPPING	0.00	21.70
1020	196129	11/04/16	10590	FIREGROUND SUPPLY I	1032	6255	MISC UNIFORM SUPPLI	0.00	143.89
1020	196130	11/04/16	16053	FOX VALLEY TREE SER	1045	6357	TREE & STUMP REMOVA	0.00	1,975.00

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196130	11/04/16	16053	FOX VALLEY TREE SER	1045	6357	TREE TRIMMING	0.00	375.00
1020	196130	11/04/16	16053	FOX VALLEY TREE SER	1045	6357	TREE & STUMP REMOVA	0.00	675.00
TOTAL CHECK								0.00	3,025.00
1020	196133	11/04/16	10232	ILLINOIS FIRE & POL	1031	6201	2016 MEMBERSHIP DUE	0.00	375.00
1020	196134	11/04/16	13571	INSIGHT PUBLIC SECT	1012	6230	TONER CARTRIDGE	0.00	79.01
1020	196135	11/04/16	11300	INTERNATIONAL ASSOC	1032	6205	MEMBERSHIP DUES	0.00	209.00
1020	196137	11/04/16	17567	KNOWBE4 LLC	1018	6375	SECURITY SUBCRIPTIO	0.00	1,165.00
1020	196140	11/04/16	14258	KRAMER TREE SPECIAL	1045	6355	OCT 16 BRUSH REMOVA	0.00	29,865.00
1020	196141	11/04/16	12951	LERMI	1031	6210	SHIMP/SCHUMAN	0.00	50.00
1020	196142	11/04/16	17023	BRYAN LORDEN	1031	6210	TRAINING LUNCHES	0.00	39.01
1020	196143	11/04/16	10280	MENARDS	1045	6264	10'X100' POLY CLEAR	0.00	29.98
1020	196143	11/04/16	10280	MENARDS	1045	6264	MISC SUPPLIES	0.00	19.96
1020	196143	11/04/16	10280	MENARDS	1045	6264	15" WHEELBARROW	0.00	37.99
1020	196143	11/04/16	10280	MENARDS	1045	6264	ALL PURPOSE CLEANER	0.00	19.25
1020	196143	11/04/16	10280	MENARDS	1016	6315	MISC SUPPLIES	0.00	130.86
1020	196143	11/04/16	10280	MENARDS	1032	6264	MISC SUPPLIES	0.00	130.29
1020	196143	11/04/16	10280	MENARDS	1032	6264	MISC SUPPLIES	0.00	25.93
1020	196143	11/04/16	10280	MENARDS	1032	6264	UTILITY HANGER	0.00	1.98
1020	196143	11/04/16	10280	MENARDS	1032	6264	MISC SUPPLIES	0.00	7.45
1020	196143	11/04/16	10280	MENARDS	1032	6315	GAS DRYER/MISC SPLY	0.00	405.95
TOTAL CHECK								0.00	809.64
1020	196144	11/04/16	13045	NATIONAL PUBLIC SAF	1031	6215	2017 DIRECTORY	0.00	149.00
1020	196145	11/04/16	10787	THE OLD DOMINION BR	1045	6233	WLDT-GUTTERSHOE RH	0.00	104.00
1020	196145	11/04/16	10787	THE OLD DOMINION BR	1045	6233	HEX NUT ELGIN 4SEG	0.00	651.57
TOTAL CHECK								0.00	755.57
1020	196147	11/04/16	16774	PAPANICHOLAS COFFEE	1031	6230	COFFEE	0.00	310.90
1020	196148	11/04/16	10460	JANA CRISCI - PETTY	1031	6239	INVEST-MASSAGE PARL	0.00	200.00
1020	196150	11/04/16	14523	PRAIRIE MATERIAL SA	1045	6240	4000PSI FLT AIR MID	0.00	129.50
1020	196150	11/04/16	14523	PRAIRIE MATERIAL SA	1045	6240	4000PSI FLT AIR MID	0.00	124.00
1020	196150	11/04/16	14523	PRAIRIE MATERIAL SA	1045	6240	4000PSI FLT AIR MID	0.00	129.50
TOTAL CHECK								0.00	383.00
1020	196151	11/04/16	17500	PRESIDIO NETWORKED	1018	6405	SWITCH PURCHASE-24	0.00	3,112.00
1020	196152	11/04/16	10404	QUILL CORPORATION	1032	6230	COLOR TONER	0.00	106.24
1020	196153	11/04/16	10364	RANDALL PRESSURE SY	1045	6233	LUG FITTINGS/CLAMP	0.00	20.27
1020	196153	11/04/16	10364	RANDALL PRESSURE SY	1045	6264	WIRE HOSE/FTG/CAP N	0.00	55.89
TOTAL CHECK								0.00	76.16

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196154	11/04/16	14194	RED WING SHOE STORE	1045	6255	WORKBOOTS-MARMOLEJO	0.00	131.74
1020	196156	11/04/16	12435	RHOMAR INDUSTRIES I	1045	6240	TACK OIL EMULSIFIER	0.00	880.00
1020	196158	11/04/16	17326	RUSH TRUCK CENTERS	1045	6233	HORN AIR	0.00	39.80
1020	196158	11/04/16	17326	RUSH TRUCK CENTERS	1045	6233	HORN AIR	0.00	39.80
1020	196158	11/04/16	17326	RUSH TRUCK CENTERS	1045	6233	BRAKE DRUM/KITS/SEA	0.00	356.54
TOTAL CHECK								0.00	436.14
1020	196159	11/04/16	10272	SAM'S CLUB DIRECT C	1031	6230	OFFICE SUPPLIES	0.00	39.99
1020	196162	11/04/16	10619	SECRETARY OF STATE	1031	6310	PLATE RENEWAL	0.00	101.00
1020	196163	11/04/16	18035	DAN SEGGERMAN	10	1973	ELEC PERMIT WITHDRA	0.00	50.00
1020	196164	11/04/16	11506	SIGN OUTLET STORE	1045	6240	ORALITE ENG GRD REF	0.00	934.89
1020	196165	11/04/16	16969	SKYLINE TREE SERVIC	1045	6357	TREE TRIMMING	0.00	17,900.00
1020	196166	11/04/16	10367	STANDARD EQUIPMENT	1045	6233	SWITCHES	0.00	130.94
1020	196167	11/04/16	10405	STERLING CODIFIERS,	1010	6235	SUPPLEMENT# 33	0.00	1,199.00
1020	196168	11/04/16	15806	SUNBELT RENTALS	1045	6340	MINI EXCAVATOR RENT	0.00	656.55
1020	196169	11/04/16	10196	SUPERIOR ASPHALT MA	1045	6240	ASPHALT	0.00	287.68
1020	196171	11/04/16	11325	3M	1045	6240	SIGN MATERIALS	0.00	3,700.20
1020	196172	11/04/16	17902	TRIDENT INSURANCE S	1032	6505	CLAIM# TNT-0137516	0.00	110.00
1020	196172	11/04/16	17902	TRIDENT INSURANCE S	1032	6505	CLAIM# TNT-0137516	0.00	116.00
1020	196172	11/04/16	17902	TRIDENT INSURANCE S	1032	6505	CLAIM# TNT-0137516	0.00	390.00
1020	196172	11/04/16	17902	TRIDENT INSURANCE S	1032	6505	CLAIM# TNT-0137516	0.00	502.71
1020	196172	11/04/16	17902	TRIDENT INSURANCE S	1032	6505	CLAIM# TNT-0137516	0.00	868.11
1020	196172	11/04/16	17902	TRIDENT INSURANCE S	1032	6505	CLAIM# TNT-0137516	0.00	397.95
TOTAL CHECK								0.00	2,384.77
1020	196177	11/04/16	10351	VERMEER-ILLINOIS IN	1045	6233	BLOWER HARNESS	0.00	72.08
1020	196178	11/04/16	16107	WALDSCHMIDT & ASSOC	1045	6355	RESET STONE STAIRS/	0.00	1,550.00
1020	196178	11/04/16	16107	WALDSCHMIDT & ASSOC	1045	6355	RETAINING WALL REPA	0.00	1,200.00
TOTAL CHECK								0.00	2,750.00
1020	196181	11/04/16	10483	W.E. HANNA SURVEYOR	1013	6355	PREP PLAT OF VACATI	0.00	450.00
1020	196182	11/04/16	10311	WESCO DISTRIBUTION	1016	6315	VEOLIA RECYCLEPAKS	0.00	716.76
1020	196183	11/04/16	16681	WINSTON ENGINEERING	1045	6355	SPOILS TESTING	0.00	337.00
1020	196184	11/04/16	10357	WM. HORN STRUCTURAL	1045	6240	STRUCTURAL STEEL	0.00	75.00

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CASH ACCOUNT								0.00	293,886.87
TOTAL FUND								0.00	293,886.87

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 11 - T.I.F. DISTRICT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196063	10/28/16	10557	NICOR GAS	1109	6260	111 E WILSON ST	0.00	24.08
1020	196063	10/28/16	10557	NICOR GAS	1109	6260	2 E WILSON ST	0.00	24.08
1020	196063	10/28/16	10557	NICOR GAS	1109	6260	133 E WILSON ST	0.00	81.24
TOTAL CHECK								0.00	129.40
TOTAL CASH ACCOUNT								0.00	129.40
TOTAL FUND								0.00	129.40

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 15 - CITY'S HEALTH BENEFIT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	195976	10/21/16	15690	FIDELITY SECURITY L	1540	6132	OCT16 EYECARE PREMI	0.00	2,228.53
1020	196084	10/28/16	14264	SUN LIFE FINANCIAL	1540	6128	NOV16 EYECARE PREMI	0.00	4,054.64
1020	196117	11/04/16	14653	BENEFIT ADMINISTRAT	1540	6130	EMP & DEP STOP LOSS	0.00	29,683.37
1020	196117	11/04/16	14653	BENEFIT ADMINISTRAT	1540	6130	AGGREGATE	0.00	2,350.12
1020	196117	11/04/16	14653	BENEFIT ADMINISTRAT	1540	6134	EMP & DEP STOP LOSS	0.00	2,752.00
1020	196117	11/04/16	14653	BENEFIT ADMINISTRAT	1540	6355	MED/DENT/FLEX/DISEA	0.00	4,374.50
TOTAL CHECK								0.00	39,159.99
TOTAL CASH ACCOUNT								0.00	45,443.16
TOTAL FUND								0.00	45,443.16

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	V1418	10/21/16	11986	PJM SETTLEMENT INC	2164	6711	10/01/2016-10/12/20	0.00	93,269.51
1020	V1418	10/21/16	11986	PJM SETTLEMENT INC	2164	6714	10/01/16-10/12/16-R	0.00	-6,302.11
TOTAL CHECK								0.00	86,967.40
1020	V1419	10/28/16	11986	PJM SETTLEMENT INC	2164	6714	10/01/16-10/19/16-R	0.00	-2,443.38
1020	V1419	10/28/16	11986	PJM SETTLEMENT INC	2164	6711	10/01/2016-10/19/20	0.00	121,031.03
TOTAL CHECK								0.00	118,587.65
1020	V1420	11/04/16	11986	PJM SETTLEMENT INC	2164	6714	10/01/16-10/26/16-R	0.00	-120.26
1020	V1420	11/04/16	11986	PJM SETTLEMENT INC	2164	6711	10/01/2016-10/26/20	0.00	85,671.74
TOTAL CHECK								0.00	85,551.48
1020	195422 V	09/09/16	10378	ARAMARK	2164	6255	UNIFORM RENTAL-ELEC	0.00	-333.96
1020	195424 V	09/09/16	10378	ARAMARK	2162	6255	UNIFORM RENTAL-METE	0.00	-91.20
1020	195425 V	09/09/16	10378	ARAMARK	2164	6264	PUBLIC WORKS-MATS	0.00	-39.20
1020	195950	10/21/16	10378	ARAMARK	2162	6255	UNIFORM RENTAL-METE	0.00	91.20
1020	195952	10/21/16	10378	ARAMARK	2164	6255	UNIFORM RENTAL-ELEC	0.00	333.96
1020	195953	10/21/16	10378	ARAMARK	2164	6264	PUBLIC WORKS-MATS	0.00	39.20
1020	195968	10/21/16	11074	COMED	2164	6260	ACCT# 4603066006	0.00	38.74
1020	195971	10/21/16	12734	JOHN CUNNINGHAM	21	1525	STATE TAX	0.00	-0.38
1020	195971	10/21/16	12734	JOHN CUNNINGHAM	21	1540	ELEC OVERPAY REFUND	0.00	124.95
TOTAL CHECK								0.00	124.57
1020	195978	10/21/16	18033	THOMAS FOWLER	21	1540	ELEC OVERPAY REFUND	0.00	114.83
1020	195983	10/21/16	10677	J & D DOOR SALES, I	2164	6310	MODIFY MB GARAGE DO	0.00	2,185.00
1020	195987	10/21/16	18034	ROBERT & KERRY MASS	21	1540	ELEC OVERPAY REFUND	0.00	195.37
1020	195988	10/21/16	10557	NICOR GAS	2164	6260	1401 LARKSPUR LANE	0.00	32.46
1020	196013	10/21/16	18032	ERICA VALE	21	1540	ELEC OVERPAY REFUND	0.00	440.16
1020	196014	10/21/16	14833	VERIZON WIRELESS	2164	6250	CELL PHONE SERVICES	0.00	517.44
1020	196014	10/21/16	14833	VERIZON WIRELESS	2162	6250	CELL PHONE SERVICES	0.00	69.07
TOTAL CHECK								0.00	586.51
1020	196024	10/28/16	10048	ANDERSON PEST CONTR	2164	6355	PEST CONTROL SVCS	0.00	20.00
1020	196029	10/28/16	10045	AT & T	2164	6250	708 Z99-0652 784 4	0.00	321.66
1020	196029	10/28/16	10045	AT & T	2164	6250	708 Z07-5071 754 4	0.00	17.02
1020	196029	10/28/16	10045	AT & T	2164	6250	630 Z99-5352 727 1	0.00	1,674.73
TOTAL CHECK								0.00	2,013.41
1020	196033	10/28/16	16629	AVANT ENERGY	2164	6355	NERC COMPLIANCE-SEP	0.00	2,842.16

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196033	10/28/16	16629	AVANT ENERGY	2164	6712	OPERATIONS SVCS-SEP	0.00	5,282.15
TOTAL CHECK								0.00	8,124.31
1020	196036	10/28/16	16400	BATTERIES PLUS BULB	2164	6264	12V LEAD DURA 12-5F	0.00	15.95
1020	196040	10/28/16	18031	ALEX BRANDT	21	2115	ELEC DEPOSIT REFUND	0.00	23.17
1020	196057	10/28/16	17896	JENNER & BLOCK LLP	2164	6355	LGL SVCS-PRAIRIESTA	0.00	6,695.51
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	2164	6210	TRAINING	0.00	199.00
1020	196062	10/28/16	10500	NAGEL TRUCKING & MA	2164	6286	DUMP FEES	0.00	1,280.00
1020	196062	10/28/16	10500	NAGEL TRUCKING & MA	2164	6240	CA6/CA7/HAULING	0.00	624.76
TOTAL CHECK								0.00	1,904.76
1020	196070	10/28/16	17519	POWER SYSTEM ENGINE	2161	6435	TRANSMISSION LINE	0.00	200.00
1020	196075	10/28/16	10589	RIVERFRONT	2164	6310	BLADE-WIPER	0.00	19.16
1020	196087	10/28/16	10808	THORNE ELECTRIC INC	2161	6435	1801 SUNCAST LANE	0.00	92,618.86
1020	196113	11/04/16	10378	ARAMARK	2164	6255	UNIFORM RENTAL-ELEC	0.00	394.68
1020	196114	11/04/16	10378	ARAMARK	2162	6255	UNIFORM RENTAL-METE	0.00	91.20
1020	196115	11/04/16	10378	ARAMARK	2164	6264	PUBLIC WORKS-MATS	0.00	39.20
1020	196118	11/04/16	16483	BLUFF CITY MATERIAL	2164	6286	LANDFILL FEES/SPOIL	0.00	340.00
1020	196118	11/04/16	16483	BLUFF CITY MATERIAL	2164	6286	LANDFILL FEES/SPOIL	0.00	100.00
TOTAL CHECK								0.00	440.00
1020	196124	11/04/16	15012	CUSTOMIZED ENERGY S	2164	6712	SEP 2016 PJM AUCTIO	0.00	302.00
1020	196146	11/04/16	11070	OLLIE'S GARAGE, INC	2162	6310	PINION SHAFT SEAL	0.00	145.20
1020	196149	11/04/16	12565	POWER LINE SUPPLY	2164	6264	MISC FASTENERS	0.00	595.75
1020	196154	11/04/16	14194	RED WING SHOE STORE	2164	6255	WORK BOOTS-SIEGLER	0.00	280.49
1020	196155	11/04/16	10525	RESCO	21	1250	32' POLES W/ GALV A	0.00	11,244.00
1020	196173	11/04/16	17902	TRIDENT INSURANCE S	2164	6505	CLAIM# TNT-0136245	0.00	8,500.00
1020	196174	11/04/16	10347	TRUGREEN	2164	6355	VEGETATION CONTROL	0.00	1,824.00
1020	196175	11/04/16	10321	UNIVERSAL UTILITY S	21	1250	U-GUARD/PVC ELBOW	0.00	267.50
1020	196183	11/04/16	16681	WINSTON ENGINEERING	2164	6355	SPOILS TESTING	0.00	337.00
TOTAL CASH ACCOUNT								0.00	431,119.32
TOTAL FUND								0.00	431,119.32

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	195424 V	09/09/16	10378	ARAMARK	3073	6255	UNIFORM RENTAL-WATE	0.00	-152.18
1020	195425 V	09/09/16	10378	ARAMARK	3073	6315	PUBLIC WORKS-MATS	0.00	-39.20
1020	195950	10/21/16	10378	ARAMARK	3073	6255	UNIFORM RENTAL-WATE	0.00	152.18
1020	195953	10/21/16	10378	ARAMARK	3073	6315	PUBLIC WORKS-MATS	0.00	39.20
1020	195956	10/21/16	10045	AT & T	3072	6250	630 208-7504 453 0	0.00	113.98
1020	195971	10/21/16	12734	JOHN CUNNINGHAM	30	1625	WATER SERVICE	0.00	-2.68
1020	195983	10/21/16	10677	J & D DOOR SALES, I	3073	6310	MODIFY MB GARAGE DO	0.00	2,185.00
1020	195991	10/21/16	14285	OFFICE DEPOT	3073	6230	MISC OFFICE SUPPLIE	0.00	96.92
1020	196014	10/21/16	14833	VERIZON WIRELESS	3072	6250	CELL PHONE SERVICES	0.00	351.31
1020	196024	10/28/16	10048	ANDERSON PEST CONTR	3073	6355	PEST CONTROL SVCS	0.00	20.00
1020	196024	10/28/16	10048	ANDERSON PEST CONTR	3073	6355	SWR MANHOLE TREATME	0.00	42.00
TOTAL CHECK								0.00	62.00
1020	196028	10/28/16	10076	ASSOCIATED TECHNICA	3073	6355	VALVE EXERCISING SV	0.00	1,560.00
1020	196048	10/28/16	17335	DIVERSIFIED FLEET S	3071	6450	OUTFIT NEW WTR TRUC	0.00	9,929.65
1020	196058	10/28/16	10092	JPMORGAN CHASE BANK	3073	6211	TRAINING LODGING	0.00	427.84
1020	196061	10/28/16	10459	MIDWEST METER INC	3073	6268	1/2" RUBBER GASKET	0.00	21.99
1020	196062	10/28/16	10500	NAGEL TRUCKING & MA	3073	6240	CA6/CA7/HAULING	0.00	624.76
1020	196062	10/28/16	10500	NAGEL TRUCKING & MA	3073	6286	DUMP FEES	0.00	1,280.00
TOTAL CHECK								0.00	1,904.76
1020	196063	10/28/16	10557	NICOR GAS	3072	6260	364 S SHUMWAY AVE	0.00	37.03
1020	196067	10/28/16	10460	JANA CRISCI - PETTY	3073	6210	KCWA MEETING	0.00	60.00
1020	196080	10/28/16	11724	SOMONAUK WATER LAB	3072	6355	SVCS FOR CWO-SEPT 1	0.00	500.00
1020	196083	10/28/16	11319	ST. CHARLES TRADING	3072	6258	147BAGS SALT CULINO	0.00	-1,300.95
1020	196083	10/28/16	11319	ST. CHARLES TRADING	3072	6258	392 BAGS SALT CULIN	0.00	3,533.20
TOTAL CHECK								0.00	2,232.25
1020	196085	10/28/16	10741	DANIEL SWANSON	3073	6211	IPWSOA HOTEL CHARGE	0.00	150.08
1020	196092	10/28/16	10649	USA BLUE BOOK	3072	6340	DPD 1 DISPENSER	0.00	196.91
1020	196092	10/28/16	10649	USA BLUE BOOK	3072	6340	EXTRA DEEP SOCKET S	0.00	194.12
TOTAL CHECK								0.00	391.03
1020	196109	11/04/16	10018	ACE HARDWARE-BATAVI	3073	6264	MISC SUPPLIES	0.00	34.43

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196111	11/04/16	11605	AFFORDABLE ROOFING	3073	6315	ROOF LEAK REPAIR	0.00	534.00
1020	196114	11/04/16	10378	ARAMARK	3073	6255	UNIFORM RENTAL-WATE	0.00	152.18
1020	196115	11/04/16	10378	ARAMARK	3073	6315	PUBLIC WORKS-MATS	0.00	39.20
1020	196118	11/04/16	16483	BLUFF CITY MATERIAL	3073	6286	LANDFILL FEES/SPOIL	0.00	340.00
1020	196118	11/04/16	16483	BLUFF CITY MATERIAL	3073	6286	LANDFILL FEES/SPOIL	0.00	100.00
TOTAL CHECK								0.00	440.00
1020	196132	11/04/16	10206	HACH COMPANY	3072	6258	MISC CHEMICALS	0.00	453.51
1020	196136	11/04/16	14035	JSN CONTRACTORS SUP	3073	6264	BLUE MARKING PAINT	0.00	183.60
1020	196143	11/04/16	10280	MENARDS	3073	6264	TOGGLE SWITCH	0.00	6.49
1020	196154	11/04/16	14194	RED WING SHOE STORE	3073	6255	WORKBOOTS-LIEDBERG	0.00	165.74
1020	196154	11/04/16	14194	RED WING SHOE STORE	3073	6255	WORKBOOTS-T. NELSON	0.00	118.99
TOTAL CHECK								0.00	284.73
1020	196161	11/04/16	10322	SEARS	3073	6264	MISC TOOLS	0.00	52.83
1020	196170	11/04/16	13811	THERMA-STOR	3072	6340	AIR FILTERS	0.00	155.00
1020	196176	11/04/16	10649	USA BLUE BOOK	3072	6340	TIGERTAIL W/24' ROP	0.00	144.81
1020	196179	11/04/16	10766	WATER PRODUCTS COMP	3073	6281	WASHR SET FOR ECLIP	0.00	101.19
1020	196180	11/04/16	10354	WATER SOLUTIONS UNL	3072	6258	DRY BLENDED PHOSPHA	0.00	5,595.00
1020	196183	11/04/16	16681	WINSTON ENGINEERING	3073	6355	SPOILS TESTING	0.00	337.00
TOTAL CASH ACCOUNT								0.00	28,535.13
TOTAL FUND								0.00	28,535.13

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 31 - SEWER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	195424 V	09/09/16	10378	ARAMARK	3183	6255	UNIFORM RENTAL-SEWE	0.00	-50.73
1020	195944	10/21/16	13629	ADDISON ELECTRIC	3182	6340	DRIVE AC 5HP/LABOR	0.00	1,242.13
1020	195945	10/21/16	12230	ADVANCED DISPOSAL	3182	6286	COMM FL TRASH	0.00	50.00
1020	195946	10/21/16	12230	ADVANCED DISPOSAL	3182	6286	MUNICIPAL SLUDGE	0.00	9,556.16
1020	195950	10/21/16	10378	ARAMARK	3183	6255	UNIFORM RENTAL-SEWE	0.00	50.73
1020	195960	10/21/16	18031	ALEX BRANDT	3182	6255	WORK BOOTS	0.00	151.54
1020	195961	10/21/16	10274	BUMPER TO BUMPER	3182	6310	POWERATED BELT	0.00	10.26
1020	195961	10/21/16	10274	BUMPER TO BUMPER	3182	6310	MICRO V-BELTS	0.00	45.49
1020	195961	10/21/16	10274	BUMPER TO BUMPER	3182	6310	SUPER HC V BELT	0.00	34.18
1020	195961	10/21/16	10274	BUMPER TO BUMPER	3182	6310	HOSE CLAMPS	0.00	46.00
1020	195961	10/21/16	10274	BUMPER TO BUMPER	3182	6310	MINI LAMP	0.00	1.79
TOTAL CHECK								0.00	137.72
1020	195971	10/21/16	12734	JOHN CUNNINGHAM	31	1725	SEWER SERVICE	0.00	-4.89
1020	195979	10/21/16	10197	GEMPLER'S, INC.	3182	6255	FALL/WINTER WORK GE	0.00	497.76
1020	195990	10/21/16	18030	NORTH SHORE WATER R	3182	6355	ACUTE TOXICITY TEST	0.00	700.00
1020	195993	10/21/16	10429	PATTEN INDUSTRIES I	3182	6340	GAUGE	0.00	141.67
1020	196002	10/21/16	10343	SERVICES, ETC.	3182	6340	UPS GROUND	0.00	15.78
1020	196002	10/21/16	10343	SERVICES, ETC.	3182	6238	FEDEX OVERNIGHT	0.00	208.60
TOTAL CHECK								0.00	224.38
1020	196009	10/21/16	10494	TROTTER & ASSOCIATE	3181	6440	ENG CONSULTING SVCS	0.00	195.00
1020	196010	10/21/16	10021	TYCO INTEGRATED SEC	3182	6355	ALARM SERVICE-WWTP	0.00	1,861.97
1020	196014	10/21/16	14833	VERIZON WIRELESS	3182	6250	CELL PHONE SERVICES	0.00	235.12
1020	196026	10/28/16	10378	ARAMARK	3182	6255	UNIFORM RENTAL-WW	0.00	121.60
1020	196029	10/28/16	10045	AT & T	3182	6250	708 Z07-0116 680 7	0.00	5,861.18
1020	196041	10/28/16	10274	BUMPER TO BUMPER	3182	6310	LUBE SPIN ON	0.00	5.87
1020	196049	10/28/16	10457	EJ EQUIPMENT INC	3183	6340	RPL VALVES-PARTS&LB	0.00	1,962.88
1020	196049	10/28/16	10457	EJ EQUIPMENT INC	3183	6264	PARTS-SEWER CLEANIN	0.00	666.49
TOTAL CHECK								0.00	2,629.37
1020	196051	10/28/16	10197	GEMPLER'S, INC.	3182	6255	RAINWEAR JACKET	0.00	-57.75
1020	196051	10/28/16	10197	GEMPLER'S, INC.	3182	6255	RAINWEAR JACKET	0.00	83.95
TOTAL CHECK								0.00	26.20
1020	196054	10/28/16	11894	ILLCO, INC.	3182	6340	FREIGHT	0.00	29.00

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 31 - SEWER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196059	10/28/16	10480	LAI, LTD.	3182	6340	WEARPLATE/O-RING	0.00	992.88
1020	196061	10/28/16	10459	MIDWEST METER INC	3183	6268	1/2" RUBBER GASKET	0.00	21.99
1020	196063	10/28/16	10557	NICOR GAS	3182	6260	1497 W WILSON ST	0.00	24.65
1020	196063	10/28/16	10557	NICOR GAS	3182	6260	SS CANNON 1W CHALLE	0.00	24.65
1020	196063	10/28/16	10557	NICOR GAS	3182	6260	948 GOSSELIN CIR	0.00	25.25
1020	196063	10/28/16	10557	NICOR GAS	3182	6260	1107 MCCLURG DR	0.00	25.82
1020	196063	10/28/16	10557	NICOR GAS	3182	6260	667 CARRIAGE RD	0.00	27.36
1020	196063	10/28/16	10557	NICOR GAS	3182	6260	1 N RIVER STREET	0.00	25.26
1020	196063	10/28/16	10557	NICOR GAS	3182	6260	400 SHUMWAY AVE	0.00	36.78
1020	196063	10/28/16	10557	NICOR GAS	3182	6260	1780 HUBBARD AVE	0.00	25.82
1020	196063	10/28/16	10557	NICOR GAS	3182	6260	938 FIRST ST	0.00	81.80
TOTAL CHECK								0.00	297.39
1020	196069	10/28/16	13029	POLYDYNE, INC.	3182	6258	CLARIFLOC C-6545	0.00	2,835.00
1020	196090	10/28/16	10909	TROJAN TECHNOLOGIES	3182	6340	WIPER SEAL/BEARING	0.00	1,431.36
1020	196110	11/04/16	13629	ADDISON ELECTRIC	3182	6340	ADV CONTROL PANEL	0.00	96.00
1020	196114	11/04/16	10378	ARAMARK	3183	6255	UNIFORM RENTAL-SEWE	0.00	50.73
1020	196123	11/04/16	13264	CONSTELLATION NEWEN	3182	6260	ACCT# RG-159474	0.00	981.68
1020	196126	11/04/16	10457	EJ EQUIPMENT INC	3182	6264	MISC PARTS	0.00	3.61
1020	196138	11/04/16	11754	KOMLINE-SANDERSON E	3182	6340	SCR DRIVE	0.00	243.86
1020	196143	11/04/16	10280	MENARDS	3182	6315	RUBBER SEAL BRN SML	0.00	5.19
1020	196143	11/04/16	10280	MENARDS	3182	6315	MISC SUPPLIES	0.00	43.85
1020	196143	11/04/16	10280	MENARDS	3182	6315	MISC SUPPLIES	0.00	45.62
TOTAL CHECK								0.00	94.66
1020	196153	11/04/16	10364	RANDALL PRESSURE SY	3183	6310	LUG FITTINGS/CLAMP	0.00	20.26
1020	196157	11/04/16	16971	RJN GROUP INC	3183	6440	1ST ST FLW MONITORI	0.00	875.00
1020	196157	11/04/16	16971	RJN GROUP INC	3183	6440	2016 SSES CHERRY PA	0.00	1,475.00
TOTAL CHECK								0.00	2,350.00
1020	196160	11/04/16	12216	PAUL SCHRODER	3182	6261	SAFETY GLASSES	0.00	250.00
1020	196161	11/04/16	10322	SEARS	3182	6340	BLADES	0.00	4.99
1020	196161	11/04/16	10322	SEARS	3182	6340	MISC SUPPLIES	0.00	35.98
1020	196161	11/04/16	10322	SEARS	3182	6340	PRYBAR 3PC SET	0.00	39.99
TOTAL CHECK								0.00	80.96
1020	196176	11/04/16	10649	USA BLUE BOOK	3182	6315	SLUDGE JUDGE	0.00	101.90
TOTAL CASH ACCOUNT								0.00	33,514.06

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 31 - SEWER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL FUND								0.00	33,514.06

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 33 - FLOOD/BLDG PROJECTS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	195972	10/21/16	10400	DAILY HERALD	3334	6470	LEGAL NOTICE-NAGEL	0.00	115.00
1020	195973	10/21/16	15933	ENCAP INC	3334	6370	MARSH WEED CONTROL	0.00	4,222.78
1020	196056	10/28/16	17661	JAMES J. BENES AND	3334	6470	ENGINEERING SERVICE	0.00	576.24
1020	196086	10/28/16	17783	TALLGRASS RESTORATI	3334	6370	STEWARDSHIP	0.00	1,005.00
TOTAL CASH ACCOUNT								0.00	5,919.02
TOTAL FUND								0.00	5,919.02

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 42 - DEERPATH BRIDGE REHAB

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196121	11/04/16	13946	CIVILTECH ENGINEERI	4242	6474	DEERPATH RD BRIDGE	0.00	26,014.01
TOTAL CASH ACCOUNT								0.00	26,014.01
TOTAL FUND								0.00	26,014.01

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 43 - STREET IMP. NON-MFT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	195980	10/21/16	13667	GENEVA CONSTRUCTION	4347	6474	WILSON STREET SIDEW	0.00	35,792.65
1020	196052	10/28/16	17533	GRAEF	4347	6474	DEERPATH ENG SERVIC	0.00	8,018.85
1020	196131	11/04/16	13667	GENEVA CONSTRUCTION	4347	6471	STREET RESURFACING	0.00	757,212.98
1020	196139	11/04/16	16122	KOZAK CUSTOM LANDSC	4347	6471	PAVER BRICK REPAIRS	0.00	5,178.00
TOTAL CASH ACCOUNT								0.00	806,202.48
TOTAL FUND								0.00	806,202.48

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 45 - SAFE ROUTES TO SCHOOL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196053	10/28/16	16303	HR GREEN INC	4541	6474	SAFE ROUTES TO SCHO	0.00	717.18
TOTAL CASH ACCOUNT								0.00	717.18
TOTAL FUND								0.00	717.18

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 48 - CITY HALL CAPITAL IMPROVE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	195955	10/21/16	16696	ARTLIP AND SONS, IN	4848	6472	INSTALL FIRE DAMPER	0.00	6,414.00
1020	196022	10/28/16	16758	ALLEN PEPA ARCHITEC	4848	6472	CITY HALL-ENG SVCS	0.00	4,170.00
TOTAL CASH ACCOUNT								0.00	10,584.00
TOTAL FUND								0.00	10,584.00

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 61 - TRUST & AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196068	10/28/16	10460	JANA CRISCI - PETTY	61	1924	TOBACCO COMPLIANCE	0.00	230.00
TOTAL CASH ACCOUNT								0.00	230.00
TOTAL FUND								0.00	230.00

SELECTION CRITERIA: transact.trans_date between '20161017 00:00:00.000' and '20161104 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 11/16

FUND - 72 - FIRE CAPITAL DEVL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	195969	10/21/16	10157	COMMUNICATIONS DIRE	7238	6450	RADIO FOR NEW VEHIC	0.00	169.00
1020	196042	10/28/16	13312	CAR REFLECTIONS	7238	6450	INSTALL 3 SCRAMBLES	0.00	195.00
TOTAL CASH ACCOUNT								0.00	364.00
TOTAL FUND								0.00	364.00
TOTAL REPORT								0.00	1,682,658.63

CITY OF BATAVIA

DATE: November 3, 2016
THRU: Laura Newman, City Administrator; Scott Buening, Community Development Dir.
TO: City Council
FROM: Chris Aiston, Economic Development Consultant
SUBJECT: Public Hearing in the Consideration of the Proposed Washington-Wilson Tax Increment Financing District (City of Batavia TIF 5)

Background

Proposal to Redevelop City Property. Early in 2015, in determining what level of financial assistance may be required to incentivize the redevelopment of the City's former First Baptist Church and surrounding properties, staff and the would-be developer, Shodeen Inc., concluded that the City should explore the idea of establishing an altogether new Tax Increment Financing District. Under this plan, the City would essentially cause the dislocation of prospective redevelopment parcels from existing TIF 1 and TIF 3 districts and then, in a separate action, incorporate them into a proposed new TIF district. Once established, this new TIF district would carry a new, 23-year term, during which the City could receive tax increment revenues sufficient to help finance a redevelopment project of the magnitude envisioned by both the developer and contemplated in earlier planning documents (see Altamanu-SB Friedman 2009).

Throughout 2015 and into 2016, city staff and the developer negotiated the elements of a redevelopment agreement, first exchanging general terms of a proposed agreement and ultimately, offering and counter-offering multiple iterations of the actual RDA itself. One constant remained throughout the negotiations, in order to stimulate the desired comprehensive redevelopment of the properties, creating the new TIF district must be fully explored pursuant to state statute. Ultimately, the City and the developer (1 N. Washington L.L.C.) executed a Redevelopment Agreement wherein the City is obligated to create this new TIF district.

Establishing a New TIF District. In the spring of 2016, in accordance with State Statutes, the City studied the proposed redevelopment project area to determine whether or not it could be designated as a new TIF. The resulting Eligibility Study was completed in June, with a determination that the subject area is eligible for "Conservation TIF" designation.

In July of this year, upon receiving and considering the completed Eligibility Study, the City Council approved a Resolution of Intent, which, among other things, served to notify the public and all affected taxing bodies of its intention to move the subject TIF designation process forward. In conjunction with passing this ordinance, the Council directed staff to complete for its consideration a Redevelopment Plan and Program (RPP) document. Soon thereafter, the RPP was completed and presented to the Council's Committee of the Whole. A copy of this document is attached.

Finally, in August and in furtherance of the new TIF initiative, the Council adopted two ordinances, one establishing a public registry and another setting the time, date and location of both the required Joint Review Board (JRB) meeting and the TIF Public Hearing. The following day, staff made the requisite distribution of the RPP and formal notice of its availability for public review. Statutory requirements for proper notice of the September 27th Joint Review Board meeting and November 7th Public Hearing were also met and, having convened the JRB meeting and received its findings and recommendation, the City of Batavia, pursuant to statute and the aforementioned notice, may now conduct the formal public hearing on the matter.

Joint Review Board Recommendation

On September 27th and October 4th, the Joint Review Board (JRB) met to consider the proposed Washington-Wilson Tax Increment Financing District (City of Batavia TIF #5).

Pursuant to State Statutes, the responsibilities of the JRB are as follows:

1. Review the public record, planning documents and proposed Ordinances approving the Plan and Project. (JRB acted accordingly)
2. May hold additional hearings (JRB met twice)
3. Make an "advisory, non-binding recommendation"
   a. Written recommendation to City within 30 days after convening the Board. (See attached)
   b. Recommendation shall be based on whether or not the Redevelopment Project and Plan satisfy:
      i. Plan Requirements
      ii. Eligibility Criteria
      iii. Objectives of the Act

Before adjourning on October 4th, the Joint Review Board recommended as follows:
To Approve the Proposed Washington-Wilson Tax Increment Financing District (TIF 5)

6 Votes in Favor (City of Batavia, County of Kane, Batavia Township, Batavia Park District, Waubonsee Community College and JRB Public Member)
1 Vote Opposed (Batavia School District #101)

Staff Recommendation

Staff recommends that the City Council conduct a Public Hearing in accordance with the Illinois Tax Increment Financing statutes, considering information presented by staff and any other party requesting to be heard or offering written comment, close the Hearing and direct staff to prepare to take the matter before its Committee of the Whole on or before December 13, 2016.

Attachments: Proof of Notice of Public Hearing
Washington-Wilson Redevelopment Plan and Program document
Written Recommendation from the Joint Review Board
Minutes of the Joint Review Board meetings held Sept 27 and Oct. 4, 2016

CC: Mayor Schielke, City Administrator Newman, Dept. Heads and City Attorney

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NOTICE OF PUBLIC HEARING CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS, PROPOSED APPROVAL OF THE WASHINGTON-WILSON REDEVELOPMENT PROJECT AREA Notice is hereby given that on the 7th day of November 2016, at 7:30 p.m., at Batavia City Hall, 100 N. Island Avenue, City Council Chambers, Batavia, Illinois, a public hearing (the "Hearing") will be held to consider the approval of the proposed Washington-Wilson District Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") for, and the designation of the Washington-Wilson Tax Increment Financing Redevelopment Project Area (the "Project Area") legally described as follows: WASHINGTON-WILSON TIF DISTRICT LEGAL DESCRIPTION: The Project Area, alternatively called hereafter, "Washington-Wilson District", is an area of approximately 220,500 square feet (4.65 acres) and is generally located between River Street and North Washington Avenue, and between State and East Wilson Streets, although there is a single parcel within the subject Project Area that is located along the south side of East Wilson Street, specifically at the southeast corner of E. Wilson and South Washington Ave. 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. The Redevelopment Plan objectives are to reduce or eliminate adverse conditions, to enhance the real estate and sales tax base of the City and other affected taxing districts by encouraging private investment in commercial, residential, and mixed use development within the Project Area, and to preserve and enhance the value of properties therein, all in accordance with the provisions of the "Tax Increment Allocation Redevelopment Act," effective January 10, 1977, as amended (the "Act"). The City may issue obligations to finance project costs in accordance with the Redevelopment Plan, which obligations may also be secured by the special tax allocation fund and other available funds, if any, as now or hereafter permitted by law and which also may be secured by the full faith and credit of the municipality. There will be discussed at the Hearing approval of the Redevelopment Plan, designation of the Project Area, and the adoption of tax increment allocation financing therefore. The Redevelopment Plan is on file and available for public inspection at the Offices of the Community Development Department, Batavia City Hall, 100 N. Island Avenue, Batavia, Illinois 60510. Pursuant to the proposed Redevelopment Plan, the City proposes to facilitate redevelopment of the Project Area by incurring or reimbursing eligible redevelopment project costs, which may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, building and fixture rehabilitation, reconstruction, renovation and repair, financing costs, and interest costs, all as authorized under the Act. The Redevelopment Plan proposes to provide assistance by paying or reimbursing costs related to site assembly, analysis, professional services and administrative activities, public improvements and facilities, including new streets, water, sewer, street lighting, and landscaping improvements, the execution of one or more redevelopment agreements, and the payment of financing and interest costs. Prior to the date of the Hearing, each taxing district having property in the proposed Project Area and the Illinois Department of Commerce and Economic Opportunity may submit written comments to the City, to the attention of the Director of Community Development, 100 N. Island Avenue, Batavia, Illinois 60510. At the Hearing, all interested persons or affected taxing districts may file written objections with the City Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, and adoption of tax increment allocation financing therefore. The hearing may be adjourned by the Mayor and City Council of the City without further notice other than a motion to be entered upon the minutes of the Hearing fixing the time and place of the subsequent hearing. By Order of the Mayor and City Council of the City of Batavia this 6th day of September 2016. /s/ Chris Simkins, Deputy City Clerk Published in Daily Herald October 10 & 17, 2016 (4454161) , posted 10/10/2016

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Washington-Wilson
Tax Increment Financing District

Redevelopment Plan and Program
City of Batavia, Illinois

September 6, 2016
Approved by Batavia City Council
_____, 2017
Ordinance No. 17-XXX

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Section I.
INTRODUCTION

A. Project Background

With respect to land use and existing building stock, the redevelopment project area, hereafter referred to as 'Washington-Wilson District" or the "Project Area" has generally changed only slightly since the properties within it were first developed in the mid nineteenth century. The area was developed as part of the original commercial settlements of downtown Batavia along or near the Fox River. There are two exceptions to this narrative, one being the City's parking deck located generally within the Project Area's northwest corner (constructed in 1993), and on which property was once located a large residential building, and the other being the lone property located south of East Wilson Street – at its southeastern intersection corner with South Washington Avenue – which at one time housed an "undertaker" business but since circa 1940 has been an automobile fuel and service enterprise.

According to early Sanborn Insurance mapping (1885 – 1928), a number of individual residences had been established within the Project Area, mostly fronting South Street (renamed State Street, circa 1910) and North Washington Avenue. However, the majority of the buildings were non-residential, fronting either East Wilson St. or River Street and primarily consisting of the varied enterprises one would expect to find in a downtown moving forward into the twentieth century, including retail (e.g., agricultural implements, twine, furniture, clothing and dry goods, boots and shoes, groceries, meats, bicycles and cigars) service (cobbler, tailor, blacksmith, furniture and upholstery repair, restaurant and banquet, as well as a number of saloons), light assembly/sales (millinery, gloves) and places of worship (the First Baptist Church, constructed at the Northwest corner of E. Wilson St. and N. Washington Ave. in 1888).

In the 2007 City of Batavia's Comprehensive Plan, as amended in 2014, a number of specific issues identified in the Plan relate to the future use of land in the City, and specifically within the City's historic downtown district. Four specific issues are listed below and are particularly pertinent when considering the applicability of Tax Increment Financing as a tool to stimulate positive change in the Project Area:

1. "The [need for] continued redevelopment of the downtown as a mixed-use area, with added residential, retail, entertainment and office uses a priority";
2. "The City has a shortage of higher density residential uses…and downtown living opportunities";
3. "[There are] limited public parking facilities ('[especially] centralized public parking facilities'), aging utilities and the complex relationships between adjacent uses often require City government to play a larger role in the ongoing development and redevelopment of downtown";
4. "The building stock of downtown Batavia, while unique in its character, is in some cases ill suited for contemporary downtown uses. Many buildings were designed for industrial purposes and many others do not meet current code requirements…All these sites have potential for development in the downtown".

The City's Comprehensive Plan provides specific goals and policies to address the issues above, to include but not necessarily limited to:

1. "Use redevelopment tools, including tax increment financing, to encourage and shape downtown development;"
2. "Require development projects to take advantage of views and access to the Fox River;"

3. "Protect key retail properties from conversion to non-retail uses while allowing multi-tenant properties to house a healthy mix of uses;"
4. "Raise the quality of new development through zoning, subdivision, design review and other tools;" and
5. "Locate higher density residential uses convenient to transit corridors and employment centers."

Further, the Plan makes clear that successful economic development and redevelopment results from creating high quality land development and utility infrastructure, serving to both accommodate the needs of existing business enterprises, as well as make Batavia an attractive place for additional private investment. These two general goals complement the Plan's additional goal to encourage the City to "[form] effective partnerships with the private sector to stimulate redevelopment."

Over the past decade, the Washington-Wilson District has experienced economic decline, evidenced by excessive vacancies, building and surface deterioration, and other factors that are evidence of limited investment, and which further stymie interest in new investment in this area. The City believes that the adoption of this Tax Increment Financing (TIF) plan is a necessary financial tool to help facilitate redevelopment and/or rehabilitation efforts and foster development consistent with its plans and goals for the Washington-Wilson District.

This report sets forth a Tax Increment Redevelopment Plan and Program (the "Redevelopment Plan") for the **City of Batavia Washington-Wilson District TIF Redevelopment Project Area** ("the Redevelopment Project Area"). The proposed Redevelopment Plan seeks to respond to observed problems and needs within the redevelopment project area that have contributed to the inability of the Washington-Wilson District to achieve the goals established by the City in its recent plans. This Redevelopment Plan is also indicative of a strong commitment and desire on the part of the City to maintain and revitalize the redevelopment project area as an essential part of Batavia's economic development program, and of Plan's underlying efforts to enhance the City's tax base.

The goal of the Redevelopment Plan is to strengthen the residential, retail, office and public parking components of the redevelopment project area through both wholesale changes in land use and in increased land values, as well as, where possible and desirable, the improvement of existing deteriorating and/or obsolete buildings, or vacant land for new uses. This Plan is intended to provide a framework for improvements within the Redevelopment project area over the 23-year term of the TIF, including the establishment of redevelopment goals, recommended land uses, estimated revenues, and estimated project costs.

The Eligibility Findings report (Appendix A) establishes that the Washington-Wilson District Redevelopment Project area Qualifies for TIF as a "**conservation area**." The determination of eligibility of the Washington-Wilson District TIF Redevelopment Project Area is based on data gathered through field observation by CC Aiston Consulting, Ltd, and City of Batavia's Community Development and Public Works Staff, and through document and archival research.

B. Tax Increment Financing

Tax increment financing is permitted in Illinois under the "Tax Increment Allocation Redevelopment Act" (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes, as amended (hereinafter the "Act"). Only areas which meet certain specifications outlined in the Act are eligible to use this financing mechanism. This document has been prepared in accordance with the provisions of the Act in effect after the effective date of Public Act No. 91-478, known as the TIF Reform Law. It shall serve as a guide to all proposed public and private actions in the redevelopment project area. Besides describing the redevelopment objectives, this

Redevelopment Area Plan and Program generally sets forth an overall program to achieve these objectives.

The Act stipulates specific procedures which must be adhered to in designating a Redevelopment project area. By definition, a "Redevelopment Project Area" is:

> " .. an area designated by the municipality, which is not less in the aggregate than 1½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas (Section 11-74.4-3)."

Section 11-74.4-3 defines a conservation area as:

> "... any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 or more of the following factors is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area..."
>
> The factors named by the statute with regard to conservation areas are as follows: dilapidation, obsolescence, deterioration, presence of structures below minimum code standards, illegal use of individual structures, excessive vacancies, lack of ventilation, light, or sanitary facilities, inadequate utilities, excessive land coverage and overcrowding of structures and community facilities, deleterious land use or layout, lack of community planning, environmental clean-up, and decline of equalized assessed value (EAV).

The Act permits municipalities to improve eligible "conservation" or "blighted" areas in accordance with an adopted redevelopment plan over a period not to exceed 23 years. The municipal cost of certain public improvements and programs can be repaid with the revenues generated by incremental increases in property tax revenues resulting from increased assessed values of private real estate within a designated project area. The key to this financing tool is that funding does not rely on the taxing power of the municipality alone. The property taxing power of all taxing districts with jurisdiction over the land within the project area can be employed to retire the necessary financial obligations. This taxing power is only applied to the increase in equalized assessed valuation generated within the designated project area during the limited term of the Redevelopment Plan and Program, principally increased equalized assessed valuation from new private development.

C. Eligibility of the Proposed TIF District

During the period between April 1st and June 30th, 2016, a study was undertaken by CC Aiston, Ltd, consistent with the requirements of the Act and related procedural guidelines, to determine the eligibility of the proposed Project Area. The results of the study indicate that the Project Area meets the Act's requirements for a "conservation area," and is eligible to be designated by the City of Batavia as a "Tax Increment Financing Redevelopment Project Area." The detailed findings of this study are described in Appendix "A" of this report.

The Project Area qualifies as a "conservation area" under the Act because at least 50% of the structures within it are at least 35 years old, and because of the presence of at least three (3) additional qualifying conditions. Within the Project Area, the following five (5) additional qualifying conditions are present:

1. **Deterioration;**
2. **Presence of Structures that are Below Minimum Code Standards;**
3. **Excessive Vacancies;**

4. **Lack of Community Planning; and**
5. **Decline in Equalized Assessed Valuation.**

Each of these factors, to a meaningful extent, contributes to the eligibility of the Project Area as a "Conservation Area," as each factor is reasonably distributed throughout the Project Area.

Section II.
REDEVELOPMENT PROJECT AREA DESCRIPTION

The Project Area is an area of approximately 220,500 square feet (4.65 acres) and is generally located between River Street and North Washington Avenue, and between State and East Wilson Streets, although there is a single parcel within the subject Project Area that is located along the south side of East Wilson Street, specifically at the southeast corner of E. Wilson and South Washington Ave.

All told, the Project Area contains 9 individual land parcels and the public rights-of-way within State, North River, and East Wilson Streets and North and South Washington Avenues. For the purposes of this study, when the term "parcel" is used, we refer to an individual tract of land with its own separate "Parcel Identification Number" (or PIN), as ascribed by the Kane County Supervisor of Assessments. A parcel may or may not be identical to an individual private property, under a single ownership entity. Often two or more contiguous parcels are combined to make up one private property owner's real estate holding, or lot. Consequently, in searching property records, one may find that a building, together with a nearby accessory building, driveway or parking lot, may be under the same ownership, have a single street address and be located on a single parcel. On the other hand, these conditions may alternatively exist on or across two or more separate parcels, each with its own PIN. Property conditions described herein will be attributed to parcels, buildings and/or structures wherever the need for specific clarity is warranted.

Of the nine total parcels within the Project Area, there are six containing buildings/structures where a principal zoning activity has been established. Four of these parcels are commercial in principal use; two of which contain a single building, one occupied by a dental practice (113 E. Wilson) and the other by an insurance agency (121 E. Wilson), with the remaining other two commercial parcels each containing a single, vacant building (111 and 206 E. Wilson).

Another parcel within the Project Area was long-used for religious/institutional purposes (former First Baptist Church and allied spaces) but, except for storage, is otherwise currently unoccupied. Finally, a city-owned parcel at the northwest corner of the Project Area contains a split-level parking structure. Figure 1 illustrates the boundaries of the Project Area, and Figure 2 describes existing land uses.

Figure 1: Redevelopment Project Area Boundary and PIN Map

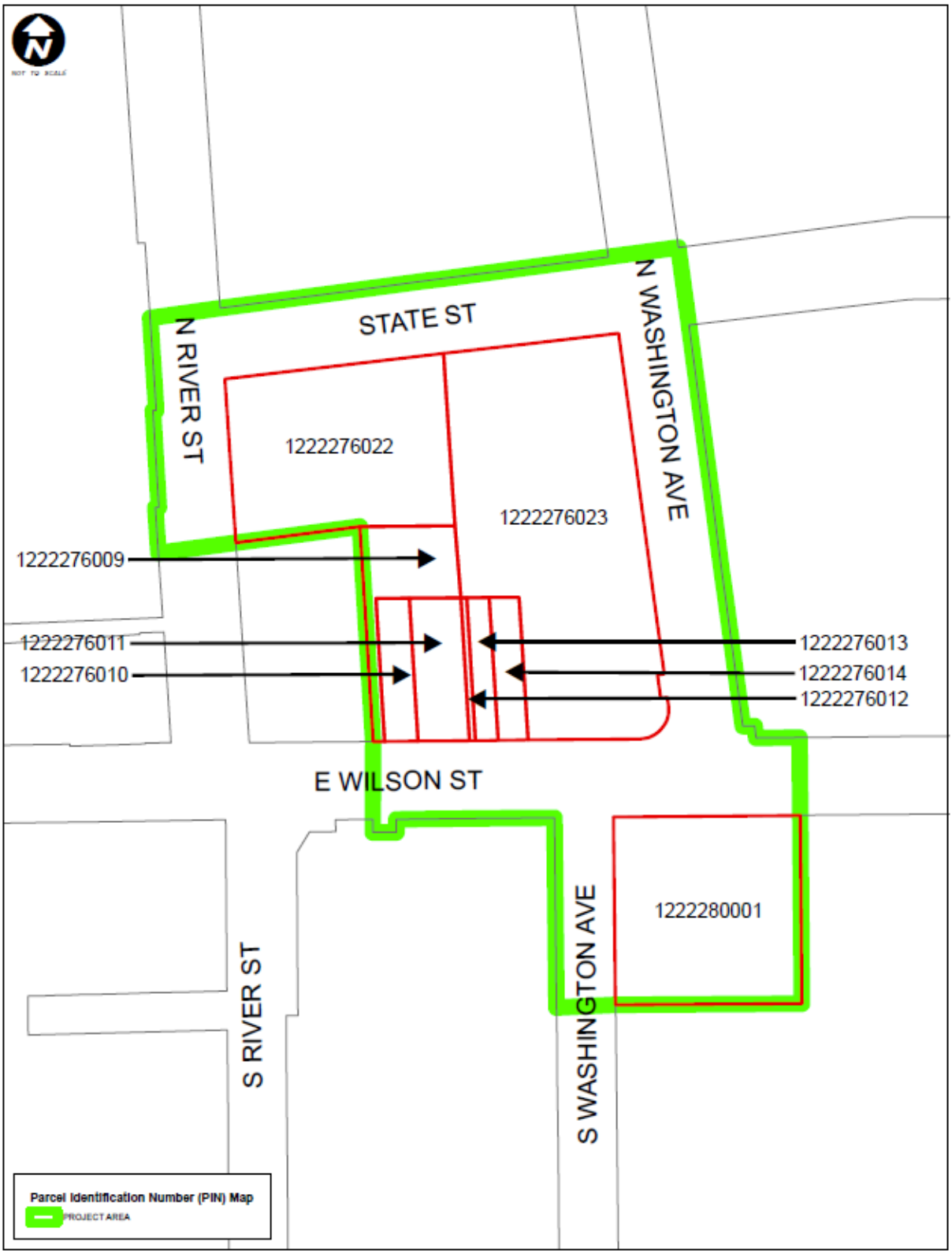
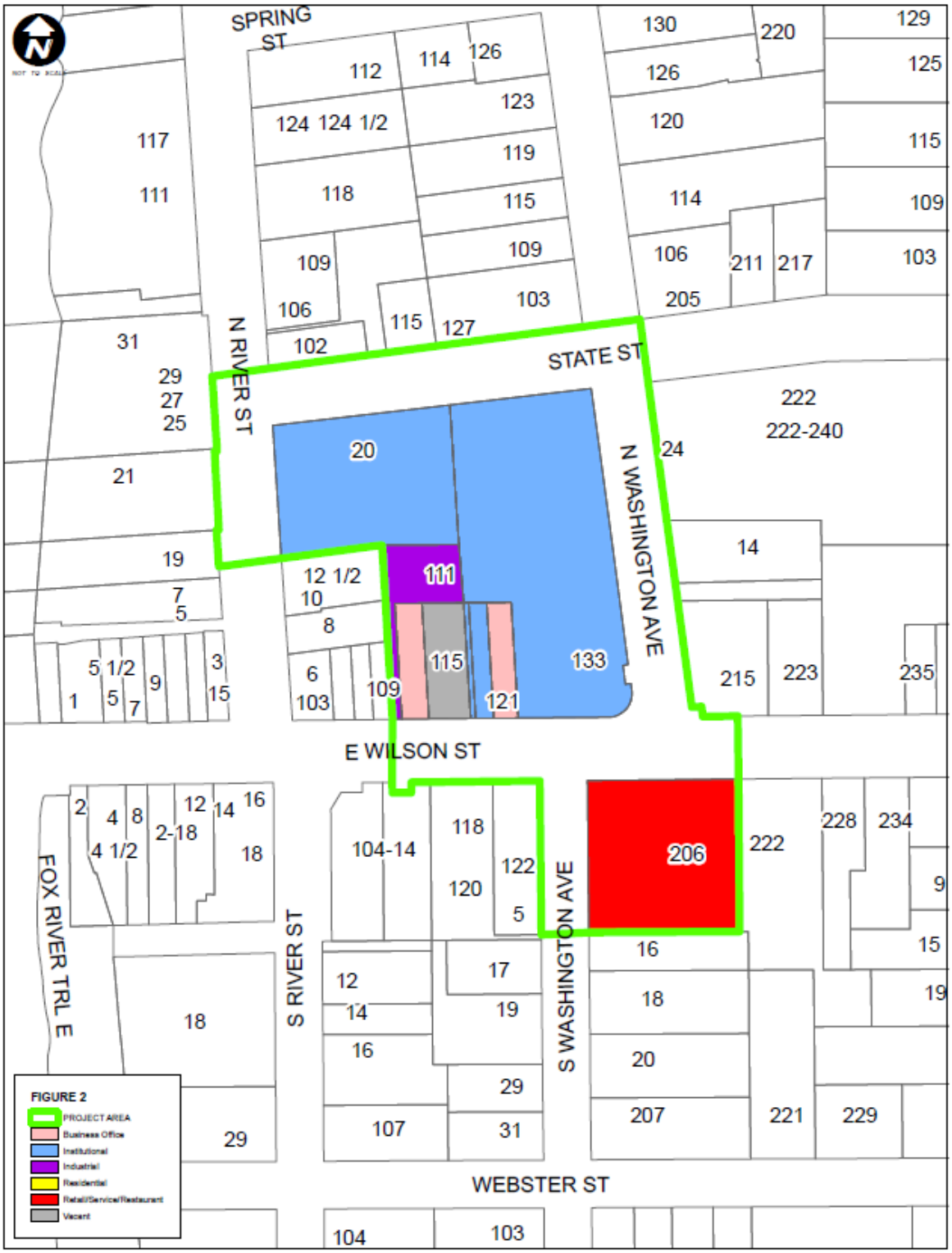


Figure 2: Existing Land Use Map



Section III.
LEGAL DESCRIPTION OF THE TIF DISTRICT

The legal description of the Project Area is as follows:

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.

Section IV.
REDEVELOPMENT PLAN AND PROGRAM

A. Historic and Existing Patterns of Area Development

Historically, the Project Area was platted and first developed in the mid-nineteenth century, with the predominant land use being mixed-use in character and comprised of single family homes, retail, service-oriented commercial and, what would be generally classified as light industrial/assembly uses today. Essentially, the area was typical of a nineteenth century, Midwestern downtown, with the exception of some limited industrial-type uses immediately west of the Project Area along the Fox River. Whether single or two-story, the area buildings enjoyed fairly large, open rear yards. The commercial buildings along East Wilson Street, although generally soldiered along the street frontage, were otherwise fairly sparsely spread across the Project Area.

As reported above in Section I of this report, the First Baptist Church and its accessory buildings (including a parsonage) were constructed late in the nineteenth century. As of the date of this report, much of the original church and two major building additions are is still standing at or near the northwest corner of East Wilson and North Washington Avenue. Cater-corner from the church building was once a large, single building, alternately housing residential and commercial uses, and where, since 1940, has stood a masonry automobile fuel and service building but what is now vacant.

One could make an argument for the longer term, economic viability of two properties within the Project Area, to wit: 1. the city-owned parking assets (a two-tiered garage and surface lot), which still serve the parking demand in the immediate area; and, perhaps to a lesser degree, 2. the aforementioned, vacant gas and service station, which, although probably not the highest and best use of the downtown business district parcel on which it stands, conceivably could be re-occupied in similar usage. Besides these two properties, the land and buildings within the Project Area are, at best underutilized and, more to the point are in various degrees of disrepair. Evidence of these conditions is found in Appendix A of this report, "Washington-Wilson Tax Increment Financing Eligibility Findings".

The redevelopment of the Washington-Wilson District, the redevelopment project area, will present both challenges and opportunities to the City of Batavia, necessitating cooperation and financial investment from both the private sector as well as the local government. The adoption of this Redevelopment Area Plan and Program will aid in the implementation of the goals and objectives identified in the City of Batavia's 2007 Comprehensive Plan, as amended. This Plan and Program will assist in stimulating redevelopment and rehabilitation in this area which otherwise could not reasonably be anticipated to develop without the adoption of same. Through public investment in property assembly, infrastructure and beautification improvements, demolition, and environmental clean-up, the redevelopment project area will become a setting that will attract private investment.

The TIF Act describes the Redevelopment Plan as "the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the redevelopment project area as a blighted area or conservation area ..., and thereby serves to enhance the tax bases of the taxing districts which extend into the redevelopment project area."

The successful implementation of the Redevelopment Project Area Plan and Program requires that the City take full advantage of the real estate tax increment attributed to the Redevelopment project area as provided for by the Act. The Redevelopment project area would not reasonably be developed and improved without the use of such incremental revenues.

B. Purpose of the Redevelopment Plan

Pursuant to the "Tax Increment Allocation Redevelopment Act," the purpose of a Redevelopment Plan and Program is to promote the health, safety, morals, and welfare of the general public by:

1. Eradicating blighting conditions and instituting conservation measures;

2. Removing and alleviating adverse conditions by encouraging private investment of underutilized and vacant properties which will strengthen the economy, tax base, business environment, and living environment;

3. Improving existing public utilities within the area; and by

4. Enhancing the overall quality of the City of Batavia.

C. Redevelopment Plan Objectives

The goals and objectives of the Redevelopment Plan include those articulated in the Illinois Tax Increment Allocation Redevelopment Act and those discussed in the City Comprehensive Plan, including the objectives for the Washington-Wilson District area listed below.

1. **Encourage higher density residential projects that will add to and broaden the choices of housing within the City of Batavia and, in particular, provide the downtown, central business district with proximate and 24-hour consumer foot traffic.** In recent years, communities throughout the Fox River Valley, and Chicagoland in general, have seen the positive economic, social and civic impacts from adding residential units to their downtown districts.

2. **Encourage mixed-use, residential/commercial developments, infilling otherwise underutilized properties with more efficient patterns of land use developments**. Such developments will not only improve housing opportunities, as described above, but will also increase and invariably broaden the downtown's business portfolio. Further, mixed-use, residential/commercial developments will also increase employment opportunities and improve local access to goods and services. Finally, mixed-use developments bolster the development value of properties and business enterprises located within and immediately proximate to the redevelopment project area, as well as those located within the downtown central business district generally. The Future Land Use Plan (Figure 3) indicates the City's desire to see all parcels within the redevelopment project area to be mixed use in character.

3. **Maintain street-level building spaces for commercial enterprises within the City's downtown business district, especially those that, in the aggregate, provide longer spans of adjacent storefront spaces.** Foster opportunities for commercial mass, generating additional shopping and dining customer foot traffic with an eye on possibly transforming downtown Batavia into a destination retail and/or restaurant district.

4. **Coordinate Land Use and Transportation Planning.** The Redevelopment project area is located at the intersection of two high-traffic roadways, the area arterial Illinois RT 25 (N. Washington Ave./S. River St.) and the city collector E. Wilson Street, the lone roadway crossing the Fox River through downtown Batavia. Additionally, the Project Area is only few blocks from Illinois RT 31, another area arterial state highway and one on which Suburban Pace Bus provides daily passenger service between Geneva and Aurora. Finally, it should be noted that downtown Batavia is at the crossroads of several area bicycle/pedestrian trails extending throughout Kane, DuPage and Kendall Counties.

5. **Enhance the marketability of vacant and underutilized properties and encourage private investment to strengthen the City's tax base.** The City should work internally, or with a private agency, to effectively market vacant and underutilized properties in an effort to attract new commercial investment. Additionally, efforts should be made to retain and improve the existing, viable uses that contribute to the Washington-Wilson District through TIF-funded incentives.

6. **Create a safe and attractive pedestrian environment.** Improvements to the visual character, comfort, and convenience of the pedestrian experience of the Washington-Wilson District will create a desirable environment for investment and improve the quality of the neighborhood. Streetscape and public space improvements should include adequate walkway widths, improved crosswalks, quality paving materials, clear signage, appropriate lighting, and attractive public gathering spaces.

7. **Encourage public/private partnerships.** The success of the Redevelopment Plan for the Washington-Wilson District is dependent upon the private and public sectors working together to revitalize the redevelopment project area as a whole. Such partnerships will eliminate the conditions which, if continued, will likely result in a lack of investment or even disinvestment in the District.

D. Redevelopment Land Use Plan

The Redevelopment Land Use Plan is a guide to the economic revitalization and development of the Washington-Wilson Redevelopment Project Area. The City's Comprehensive Plan recognizes that the existing underutilized and obsolete sites and buildings require creative uses of land to redevelop the Washington-Wilson District. The Land Use Plan reflects a land use policy decision placing importance on mixed-use residential/commercial development patterns throughout the District with the purpose of adding economic vitality of the community.

The goal of the Redevelopment Plan is the revitalization of the redevelopment project area as a vibrant mixed-use neighborhood center which expands housing opportunities, provides the downtown, central business district with additional commercial mass and contributes to the health and public welfare of the City of Batavia. The recommended land uses, redevelopment opportunities and public improvements of this Redevelopment Plan are based upon the guidelines and development opportunities presented in the City's Comprehensive Plan, as amended.

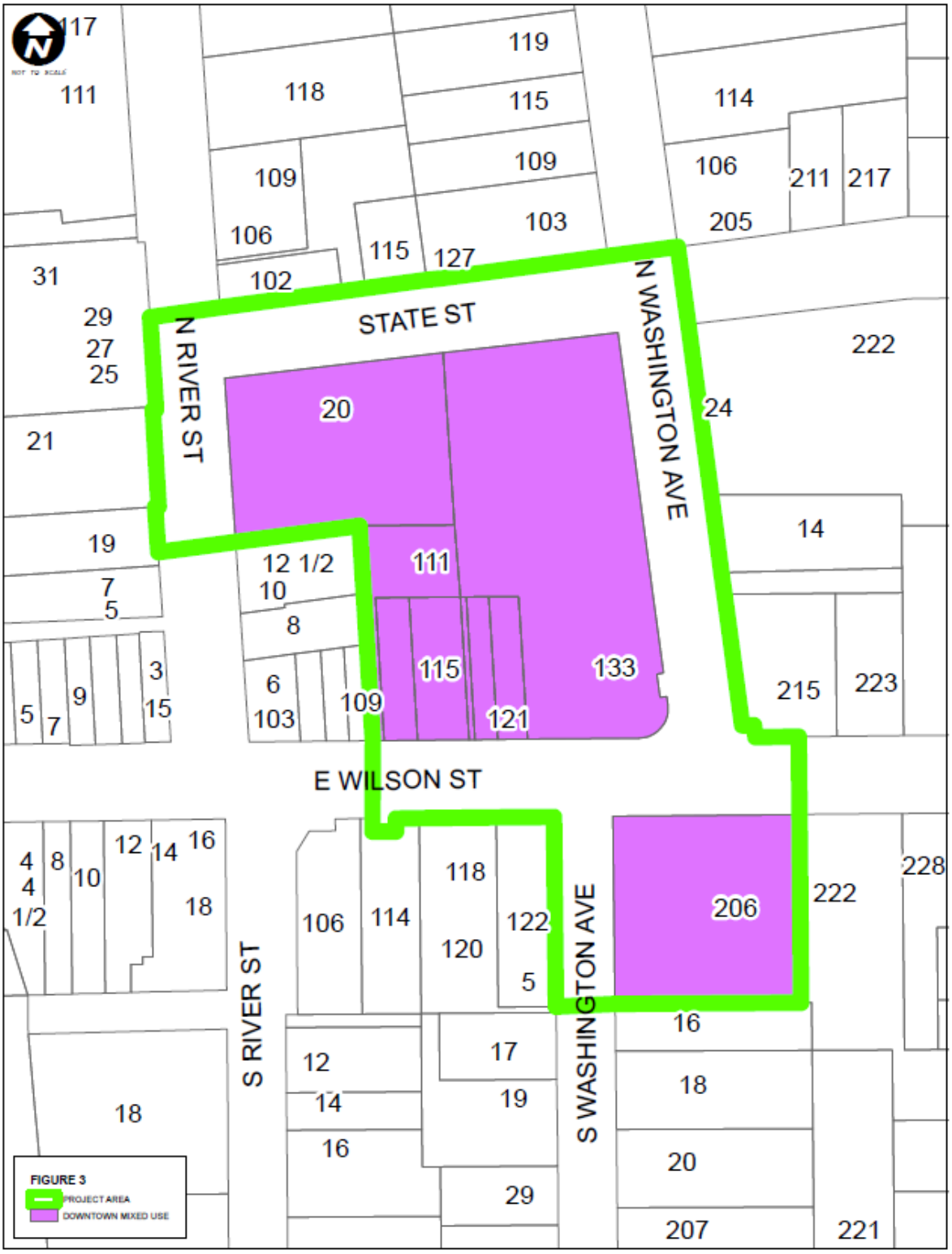
This Land Use and Redevelopment Plan identifies new land uses, the potential for the rehabilitation and adaptive re-use of existing buildings and structures, and enhancements to the public realm in the form of additional streetscape and landscape amenities, with an emphasis on making the Project Area more pedestrian-friendly. Figure 3, Future Land Use Plan, shows the anticipated land uses at completion of project activities. New development within the Washington-Wilson Redevelopment Project Area is shown as **"Downtown Mixed-Use"**, intended to support multi-level structures with street level space occupied by

retail, restaurant, or other commercial activities and with upper stories occupied by multi-family residential units, office space, or a combination of both.

The City of Batavia will review property redevelopment plans, and closely monitor the implementation and build-out conditions of same, with respect to public and private parking demand and supply. Wherever possible, private parking inventory shall be located within the redevelopment site itself and public parking demand shall be served by public parking areas. Such public parking areas may be located within on-site surface parking lots or below grade parking structures, in dedicated off-site parking lots on public or private property, or through available, otherwise unallocated on-street parking spaces, either within the Project Area or at locations immediately proximate to it.

The Redevelopment Land Use Plan is not meant to establish specific requirements and should not be rigidly interpreted. Adjustments may be made in response to market conditions and other factors as long as they remain consistent with the City's overall goals and objectives for the Washington-Wilson District. This Redevelopment Plan is consistent with the City's Comprehensive Plan, as amended, and is intended to be the primary vehicle for implementing the goals and objectives of said Plan.

Figure 3: Future Land Use Plan



E. Development Opportunity Sites and Projects and Project Phasing

The Redevelopment Plan – Phasing Concept, Figure 4, identifies a primary redevelopment opportunity site (Site 1), and a secondary site where wholesale redevelopment may occur, including the demolition of all structures and the construction of entirely new building(s), or, alternatively, the rehabilitation and re-occupancy of existing buildings and/or structures (Site 2). This secondary redevelopment site, being nearly 25,000 square feet in area and located wholly within the City's Downtown Mixed Use (DMU) Zoning District, where there is no minimum lot size requirement, may also be subdivided into two or more lots in a land redevelopment plan. In either case, the depiction of this site on the Redevelopment Plan map at Figure 4 shall not be viewed as a limitation to redevelopment potential.

The City, either on its own or in conjunction with a private development interest, may acquire property within the Project Area to create one or more redevelopment opportunity sites. Whether initiated by the City, by a private development interest or through a public-private partnership involving both parties, the Redevelopment Plan - Phasing Concept serves as a guide for the anticipated intent and scale of each identified redevelopment project site. The Plan provides the basis for the estimated revenue and cost forecasts used in this report.

In addition to these "opportunity sites," the Redevelopment Plan also anticipates activities to be undertaken solely by the public sector. These activities are identified in the Public Improvements section of this report. All redevelopment opportunities and public improvements should be conducted under the guidance of the City Comprehensive Plan, as amended, and all other related and relevant ordinances and plans. Undertaking both private and public redevelopment activities will cause tax revenues to increase through constructing high quality residential, retail, entertainment, and office space in Batavia, and will provide a stimulus for additional development at other properties within the City's downtown central business district.

Redevelopment projects anticipated in this Plan may commence over the next five years in phases. A proposed redevelopment project, predicated on the formal designation of the TIF District subject to this Redevelopment Plan and Program and contemplated in the adoption of City of Batavia Resolution 16-61-R (a.k.a."Resolution Expressing Official Intent…"), and depicted on the aforementioned Figure 4, "Redevelopment Plan – Phasing Concept" as Phase I, Site 1, is expected to begin within 1-3 years from the adoption of the Washington-Wilson Tax Increment Financing District, if such adoption does occur. The Phase II project, represented on the aforesaid Figure 4 as Site 2, may commence in three to five years from the date of TIF District designation, assuming such designation were to occur. Here again, the Future Land Use Plan (Figure 3) indicates downtown mixed-use as the intended land use for both Site 1 (Phase I) and Site 2 (Phase II).

The phasing of the redevelopment projects is summarized in Table 1 below. The Redevelopment Plan is conceptual, represents an estimate of future activities and does not restrict the City of Batavia from undertaking or participating in additional public improvements or development projects as appropriate throughout the life of the Redevelopment Plan and Program.

Table 1: Phasing of Redevelopment Projects

Phases	Year	Redevelopment Site Number
I	3	Site 1
II	5	Site 2

Figure 4: Redevelopment Plan – Phasing Concept

F. Eligible Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project, as allowed by Statute. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the Redevelopment Plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services.
2. The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors.
3. Property assembly costs including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation and site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.
4. Costs of rehabilitation, reconstruction, repair, or remodeling of existing private or public buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.
5. Costs of the construction of public works or improvements.
6. Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the Redevelopment project area, and costs of advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, as provided in the Act.
7. Financing costs, including but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued, and not exceeding 36 months thereafter and including reasonable reserves related thereto.
8. To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.
9. An elementary, secondary, or unit school district's increased costs attributable to assisted housing units as provided in the Act.
10. Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by Federal or State law.
11. Payment in lieu of taxes.
12. Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, as provided by the Act.
13. Up to 50% of the cost of construction, renovation, and/or rehabilitation of all low- and very low-income housing units as defined in Section 3 of the Illinois Affordable Housing Act, as provided by the Act.

G. Acquisition and Clearance

To meet redevelopment objectives, and under current redevelopment planning, it will be necessary for the City to assemble certain properties within the redevelopment project area. These properties are comprised of parcels already owned by the City and privately owned parcels that the City would acquire pursuant to its authorities set forth in the Act. After fully assembled, all properties will be cleared to allow for redevelopment plan implementation. There may be in the future additional acquisition, clearance, and assembly of properties within the redevelopment project area likely resulting from the actions of the private sector, though the City does, however, reserve the right to acquire, clear, or assemble any properties within the TIF District during the 23-year duration of the TIF. In either case, the City may assist in the marketing and promotion of such redevelopment opportunities. All action(s) will be consistent with the stated intent of the TIF Act, this Plan and Program document and the City's Comprehensive Plan, and should not result in the need for additional amendments to this Plan. Any clearance of existing structures will be scheduled to coincide with redevelopment activities so that facilities do not remain unused for extended periods of time, except for structure that pose health or safety hazards.

H. Land Disposition

As provided for in the TIF Statute, property acquired by a municipality may be assembled into appropriate redevelopment sites. These properties may be sold or leased by said municipality to other public bodies or to private developers, in whole or in part. Under current redevelopment planning, once assembled, the City does intend to sell certain properties it owns within the redevelopment area to a private, redevelopment interest. This sale is expected to occur soon after establishing the subject TIF District and in accordance with a fully executed Redevelopment Agreement between the City and said redevelopment interest. Any future modifications to the stated disposition action of this Plan will be in accordance with the objectives of this Redevelopment Plan and Program, and will not require any amendment to the Plan. Terms of conveyance may be incorporated into appropriate disposition documents or agreements, and may include more specific restrictions than contained in this Redevelopment Plan, or in other municipal codes and ordinances governing the use of the land.

No conveyance, lease, mortgage, disposition of land or other property, or agreement relating to the development of property will be made except upon the adoption of an ordinance by the City. Furthermore, no conveyance, lease, mortgage, or other disposition of land or agreement relating to the development of property owned by the City shall be made without providing reasonable opportunity for the submission of alternative proposals or bids.

I. Public Improvements

The City of Batavia will provide public improvements in the redevelopment project area to facilitate redevelopment, further the objectives of Redevelopment Plan, and to serve the needs of Batavia residents, property and business owners. Public improvements may include, but are not limited to, the following:

1. Stormwater management improvements, including but not limited to creating or improving stormwater detention facilities, storm sewers, curbs and gutters;
2. Removal, resurfacing, widening, reconstruction, signalization, and other improvements to rights-of-way, streets, alleys, sidewalks, and pathways;

3. Pedestrian safety enhancements, including crosswalks, bike paths, and lighting;
4. Development of or improvements to public open space;
5. Construction, reconstruction or improvement of on-street and off-street public parking facilities and structures;
6. Improvement of public utilities such as water, sewer and electric facilities;
7. Demolition and rehabilitation of structures;
8. Beautification improvements, including streetscape (sidewalk/brick pavers), lighting, signage, and landscaping within the redevelopment project area;
9. Grants or loans to private property owners for eligible property improvements, including building rehabilitation, façade restoration or enhancements; and

The City of Batavia and individual developers and/or property owners, pursuant to an agreement between the parties, may share the costs associated with these improvements. The City may determine at a later date that certain listed improvements are no longer needed or are appropriate and may remove them from the list, or may add new improvements to the list that are consistent with the objectives of this Redevelopment Plan.

J. Estimated Project Costs

Estimated costs for public improvement projects listed above are provided in *Table 2* below:

Table 2: Estimated Redevelopment Project Costs

Expense Categories	Budget
Studies, Surveys, & Development of Plans; Implementation & Administration/Professional Services	$ 450,000
Property Assembly, includes the purchase of real estate and other types of property interests, demolition, site preparations and site improvements that serve as an engineered barrier addressing contamination	$ 1,920,000
Rehabilitation, reconstruction, façade improvements, repair or remodeling of existing public or private buildings and fixtures	$ 250,000
Costs of the construction of public works or improvements, including parking facility, streetscape and roadway improvements, installation repair, construction, reconstruction or relocation of public utilities	$ 11,575,000
Public Financing costs, including necessary and incidental expenses in issuance of obligations and including payment of interests on such obligations and Redeveloper Financing costs	$ 7,500,000
Environmental remediation	$ 250,000
Reimbursing School and Library District in accordance with State Statute	$ 800,000
Total Estimated Project Costs	**$22,745,000**

Table 2 Notes:
Over the lifetime of the TIF, redevelopment project costs may fluctuate and necessitate a change to the individual line items; however, such changes will not result in an increase of the total estimated project costs. Such modifications may be made without further amendment to this Plan so long as there is not an overall increase in the total estimated costs.

Total redevelopment project costs exclude any additional financing costs, including any interest expenses, capitalized interest, and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to the total project costs.

Total redevelopment project costs may be shared or applied to contiguous redevelopment project areas, or those project areas separated by only a public right-of-way, that are permitted under the Act to be paid from incremental property taxes generated in the redevelopment project area. The redevelopment project costs incurred in the Washington-Wilson Redevelopment Project Area, which are paid from incremental property taxes generated in contiguous redevelopment project areas, or those separated only by a public right-of-way, are not included. The amount of revenue from the redevelopment project area made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the redevelopment project area, shall not at any time exceed the total redevelopment project costs described in the Washington-Wilson Redevelopment Plan.

Public improvements may also include capital costs of taxing districts and other costs allowable under the Act. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the City or other public entities. As provided in the Act, Redevelopment Project Costs may include, to the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.

K. Estimated Project Costs

The Act provides a way for municipalities to finance public redevelopment costs with incremental real estate tax revenues. Incremental tax revenue is derived from the increase in the current equalized assessed valuation (EAV) of real property within the redevelopment project area over and above the certified initial EAV of the real property. Any increase in EAV is then multiplied by the current tax rate, resulting in the tax increment revenue.

L. Sources of Funds

Funds necessary to pay redevelopment project costs may be derived from a number of authorized sources. These may include, but are not limited to, the following:

- Real property tax increment revenues from the redevelopment project area;
- Tax revenues resulting from the establishment of any Special Service Area districts within the redevelopment project area;
- Interest earned on temporary investments;
- Gifts, grants, and contributions;
- Bond proceeds;
- Sale or lease of land proceeds;
- User fees;
- Municipal sales taxes; and
- The City's general revenue fund.

The principal source of funds will be the incremental increase in real property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the redevelopment project area over the initial equalized assessed value of each such lot, block, tract or parcel. As necessary, a "back-up" or "backstop" special service area will be established to provide funds necessary to pay certain costs associated with the implementation of this Redevelopment Plan and Program. It is conservatively estimated that the total of all incremental increases in property taxes over the term of the TIF District in 2016 dollars will be $23,137,536. The estimated property tax increment is based on the full build out of the redevelopment project area, based on the phasing assumptions in Table 1, and will still be sufficient to cover the estimated costs in Table 2. However, as indicated immediately above, where there may be a shortfall with respect to incremental property taxes from redevelopment Site 1 and any debt service resulting from financing such redevelopment, the back-up SSA will serve to meet financing obligations.

The redevelopment project area may, in the future, be contiguous to, or separated only by a public right-of-way from, other Redevelopment Project Areas created under the Act. The City may utilize net incremental property taxes received from the redevelopment project area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous Redevelopment Project Areas or other project Areas separated only by a public right-of-way, and vice versa. The amount of revenue from the redevelopment project area, made available to support such contiguous Redevelopment Project Areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the redevelopment project area, shall not at any time exceed the total redevelopment project costs described in this Redevelopment Plan.

In the event that adequate funds are not available as anticipated from aforementioned sources, the City may utilize its taxing power to sustain the redevelopment projects or repay obligations issued in connection therewith, to be reimbursed over time, if possible, from tax increment revenues.

M. Nature and Term of Obligations to be Issued

The financial plan of this Redevelopment Plan is intended to establish a conservative public expenditure approach. Except where referenced below, wherever possible, revenues will be accumulated in the special tax allocation fund to pay for public purpose expenditures identified in this Redevelopment Plan; whenever practical, expenditures will be made on a cash basis. However, this method of financing shall not preclude the City from undertaking initiatives designed to stimulate appropriate private investment in the redevelopment project area.

As noted in Section IV, (E) and (F), reflected in Figure 4. "Redevelopment Plan – Phasing Concept, and as is presently is presently contemplated and represented in Table 2. "Estimated Project Costs", the City of Batavia intends to issue General Obligation Bonds in support of a proposed redevelopment project planned for Phase I and at Redevelopment Site 1. As proposed, this multi-million dollar, mixed-use, residential/commercial project includes a two-tiered, public parking garage, surrounding streetscape and landscape improvements, as well as certain private redevelopment activities. Pursuant to the Act, such project activities may be funded by the use of tax increment revenues. Additionally, in accordance with state statutes, the City may issue either tax increment or general obligation bonds for a term not to exceed twenty (20) years in support of these activities. Consistent with the conservative nature of the financial plan for this Redevelopment Program, the highest priority for the issuance of either tax increment revenue or general obligations shall occur when the commitment is in place for private sector investment necessary to fund the amortization of such obligations.

All obligations are to be covered after issuance by projected and actual tax increment revenues, by special service area revenues and by such debt service reserved and sinking funds as may be provided by ordinance. Revenues not required for the retirement of obligations providing for reserves, sinking funds, and anticipated redevelopment project costs may be declared surplus and become available for distribution annually to the taxing districts in the redevelopment project area.

One or more issues of obligations may be sold at one or more times in order to implement this Plan, as now or hereafter amended, in accordance with law.

The City may, by ordinance, in addition to obligations secured by the special tax allocation fund provided by law, pledge for a period not greater than the term of the obligations any part or any combination of the following:

- Net revenues of all or part of a Redevelopment Project;
- Taxes levied and collected on any or all property in the municipality;
- The full faith and credit of the municipality;
- A mortgage on part or all of a Redevelopment Project; and
- Any other taxes or anticipated receipts that the municipality may lawfully pledge.

N. Equalized Assessed Valuation

Appendix B lists the most recent (2015) certified equalized assessed valuation of properties in the redevelopment project area by individual property tax identification (pin) number. The total 2015 certified equalized assessed valuation of the redevelopment project area is **$346,076**.

Upon the completion of anticipated redevelopment projects it is estimated that the equalized assessed valuation of real property within the redevelopment project area will be in excess of **$7,402,483**. This represents an approximate 2139% increase in the total equalized assessed valuation for the Washington-Wilson Redevelopment Project Area. This figure is based upon estimates of value for the anticipated redevelopment projects described in the Redevelopment Project Plan section of this report.

O. Prevailing Wage

Any public improvements must be completed in compliance with the Prevailing Wage Act 820 ILCS 130/.01 et seq. and in compliance with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12, to the extent they are applicable.

P. Affirmative Action

The City of Batavia will require each private developer entering into an agreement with the City, in connection with development in the redevelopment project area, to utilize fair employment practices, including an affirmative action program.

Q. Payment in Lieu of Taxes

No payments in lieu of taxes are anticipated as part of the Redevelopment Plan and Program.

R. Provision for Amending the Redevelopment Plan and Program

The Redevelopment Plan and Program may be amended pursuant to provisions of the Act.

Section V.
FINDINGS OF NEED FOR TAX INCREMENT FINANCING

On the basis of the *Washington-Wilson District TIF Eligibility Study* and this Redevelopment Plan and Program, the City Council of the City of Batavia, Illinois, can adopt the following findings pursuant to Section 11-74.4-3(n) of the Act.

A. Redevelopment Project Area Not Subject to Growth

The redevelopment project area on the whole has not been subject to appropriate growth and redevelopment through investment by private enterprise, and would not reasonably be anticipated to be developed consistent with City policies without adoption of this Redevelopment Plan. This finding is supported by the following additional findings.

The City finds that the Project Area on a whole has not achieved the type and extent of growth and redevelopment through investment by private enterprise as desired and planned by the City, based on the physical condition, vacancies, and the lag in growth in property values as follows:

1. As described in the Eligibility Study, the present condition of the subject area (e.g., the age of current buildings and structures, the relative state of deterioration of public and private buildings and properties, the predominant presence of structures below minimum code standards, excessive vacancies, lack of community planning as evidenced by incompatible land uses, access to and configuration of parcels) inhibits redevelopment potential and negatively impacts properties within and near the redevelopment project area. These conditions exist as a direct consequence of a lack of significant investment in the redevelopment project area which has resulted in parcels remaining either under-utilized or vacant. While each individual property may not be exhibit all or any of these conditions, the redevelopment project area as a whole is characterized by a reasonable extent and meaningful distribution of this lack of investment.

2. The total Equalized Assessed Value (EAV) of the redevelopment project area has declined in three (3) of the past five (5) years and has also lagged behind the CPI index for four (4) of the last five (5) years. The redevelopment project area has not experienced appropriate growth in the tax base or shown evidence of significant private investment, which increases the value of properties in Washington-Wilson District and adjacent areas.

3. Over the last 25 years, the largest investment in the Project Area based on building permit history has been the construction of the public parking deck at 20 North River Street. No significant investment has occurred at any other property, either publicly owned or currently of formerly privately owned within the redevelopment project area in more than thirty years.

4. The continued presence of outdated, underutilized or vacant commercial, industrial and institutional buildings indicates that a significant portion of the redevelopment project area is under-performing, and the condition of these properties exerts a further drain upon the perception and vitality of the Washington-Wilson District, the downtown and more generally, the City of Batavia.

B. Conformance with the Comprehensive Plan of the City of Batavia

1. **Issues.** In the 2007 City of Batavia's Comprehensive Plan, as amended in 2014, a number of specific issues are identified and directly relate to the future use of land in the City and particularly within the City's historic downtown district. Four specific issues are listed below and are particularly pertinent when considering the applicability of Tax Increment Financing as a tool to stimulate positive change in the Project Area:

   i. "The continued redevelopment of the downtown as a mixed-use area, with added residential, retail, entertainment and office uses a priority";
   ii. "The City has a shortage of higher density residential uses…and downtown living opportunities";
   iii. "[There are] limited public parking facilities ('[especially] centralized public parking facilities'), aging utilities and the complex relationships between adjacent uses often require City government to play a larger role in the ongoing development and redevelopment of the downtown"; and
   iv. "The building stock of downtown Batavia, while unique in its character, is in some cases ill suited for contemporary downtown uses. Many buildings were designed for industrial purposes and many others do not meet current code requirements…All these sites have potential for development in downtown".

2. **Goals and Policies.** The City's Comprehensive Plan also provides specific goals and policies to address these issues, to include but not necessarily limited to:

   i. "Use redevelopment tools, including tax increment financing, to encourage and shape downtown development";
   ii. "Require development projects to take advantage of views and access to the Fox River";
   iii. "Protect key retail properties from conversion to non-retail uses while allowing multi-tenant properties to house a healthy mix of uses";
   iv. "Raise the quality of new development through zoning, subdivision, design review and other tools;" and
   v. "Locate higher density residential uses convenient to transit and employment centers".

3. **Public-Private Investment Partnerships.** The amended Comprehensive Plan makes clear that successful economic development and redevelopment results from creating high quality land development and utility infrastructure, serving to both accommodate the needs of existing business enterprises, as well as make Batavia an attractive place for additional, new private investment. These two general goals complement the Plan's additional goal to encourage the City to "[form] effective partnerships with the private sector to stimulate redevelopment."

4. **Amended Comprehensive Plan supports the redevelopment of existing deteriorating and progressively obsolete areas within the City, such as above-described Washington-Wilson District.** Requiring development to pay for itself, insisting upon high standards in the design and construction of land development and public utilities, and encouraging private investment through public-private partnerships are all relevant planning policies in the consideration of whether or not to establish and, ultimately employ tax increment financing as a tool to foster the implementation of the Plan.

5. **Summary Conformance Statement.** This Redevelopment Plan and Program conforms to the City of Batavia's Comprehensive Plan Update (2014). The Comprehensive Plan identifies general land-uses which serve as a "starting point" for the planning of the redevelopment projects and public improvements discussed in this Redevelopment Plan and Program. Moreover, exploring Tax Increment Financing Districts is recommended in the Plan as an implementation tool for the development of projects in line with the vision for this area.

C. Date of Completion.

The estimated year of completion of the redevelopment projects is the year 2040, 23 years from the date of the adoption of the Washington-Wilson TIF District ordinance approving the Redevelopment Plan and Program

Section VI.
FINANCIAL IMPACT OF REDEVELOPMENT

In the absence of City-sponsored redevelopment, it can be reasonably surmised that the factors qualifying this area as a conservation area will continue to exist and to spread, and that the redevelopment project area along with adjacent properties will become less attractive for maintaining and improving existing buildings and sites. Erosion of the assessed valuation of property in and outside of the redevelopment project area has already occurred, and could lead to further reductions of real estate tax revenue to all taxing districts.

Implementation of the Redevelopment Plan and Program is expected to have significant short and long-term positive financial impacts on all taxing districts affected by this Redevelopment Plan. In the short term, the City's use of tax increment financing can be expected to arrest the ongoing decline of existing assessed values in the redevelopment project area, thereby stabilizing the existing

tax base for local taxing agencies. In the long term, after the completion of all redevelopment improvements and activities, redevelopment projects, and the payment of all redevelopment project costs and municipal obligations, all taxing districts will benefit from the enhanced tax base which results from the increase in equalized assessed valuation caused by the implementation of this instant Redevelopment Plan and Program.

The following taxing districts cover the proposed redevelopment project area:

- City of Batavia
- Batavia Public School District 101
- Batavia Park District
- Waubonsee College 516
- County of Kane
- Kane County Forest Preserve District
- Batavia Library District
- Batavia Township

1. **Impact on the city of Batavia.** As a result of new development in the redevelopment project area, the City of Batavia may experience increased demand for services such as administrative, police, and fire protection. When compared to the population of the City, this represents a small marginal increase in residents and new development, such that the demand should not be so substantial on its own to warrant the hiring of additional employees or capital expenditures. Furthermore, the mixed-use and relatively dense development pattern planned for this urban infill area typically results in efficiencies in providing city services. Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

2. **Impact on Batavia Public School District #101.** The consolidated Batavia School District consists of six elementary schools, one middle school, and one high school. New, higher density residential development is recommended in this Redevelopment Plan consistent with the City's long-range plans for the Washington-Wilson District, including multi-family residential buildings. Due to the downtown location of the Project Area redevelopment opportunity sites, the anticipated types of multiple family units, dwelling unit sizes and the anticipated school-age population, the impact on School District #101 is estimated to represent only a small, if not negligible increase in primarily the elementary student population of the District as a whole, and should not result in a significant financial impact overall. However, to address whatever potential impact on CUSD #101, the TIF Act, under subsection (q) "Redevelopment Project Costs", subsection (7.5), requires that if a redevelopment project results in increased attendance from a project that has received TIF assistance, CUSD #101 shall be paid, from the TIF fund, the increase cost in accordance with the method described in the Act. Therefore, no additional redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

3. **Impact on Batavia Park District.** The increased demands for recreational services resulting from the new residential development should have minimal impacts on Park District facilities, as the potential population increase would only account for a small percentage of the total population of the District. Furthermore, due to the expected demographic make-up of those persons residing in any TIF-assisted housing within the Project Area and that the existing Park District facilities located within the immediate neighboring area along and proximate to the Fox River in downtown Batavia already provide significant opportunities for open space and recreation benefiting the Project Area, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

4. **Impact on Waubonsee College 516.** Residential development is planned to occur within the redevelopment project area. Some of the residents of the planned new dwellings may seek educational opportunities at the College level. The impact will be incidental, as it is likely that, alternatively, many of these residents already reside in the Community College's jurisdiction and/or will have already obtained post-secondary school education or training, will be gainfully occupied, or will represent an age cohort not typically seeking additional educational opportunities at the College level. Furthermore, the increase in population from redevelopment projects within the approximately 4.65-acre Project Area would represent only a small percentage of the total population served by Waubonsee College 516. Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

5. **Impacts on the County of Kane.** Residential development proposed in this Redevelopment Plan will generate a small number of new residents relative to the total population currently benefiting from programs and services provided by the County. It is also anticipated that much of the population residing in the Project Area will be already living in the County, and the increase in demand for services and financial impact upon the County will be marginal. Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

6. **Impact on the Forest Preserve District of Kane County.** Residential redevelopment is encouraged in the redevelopment project area. Some of the residents of these new dwellings may seek recreational opportunities in Forest Preserve facilities. The impact on the Forest Preserve will be incidental as it is likely that most of these residents already reside in the jurisdiction of the Forest Preserve. Any increase in population represents will only a small percentage of the total population served. Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

7. **Impact on Batavia Township.** Batavia Township is responsible for property assessments, and provides general assistance and limited social services. The Township Highway department provides maintenance and snow plowing of certain local roads. New residential and commercial development as recommended in the Redevelopment Plan for the Project Area represents only a small portion of the population served by Batavia Township, thus the expansion of township services are not anticipated to be required to serve new residents. Furthermore, the redevelopment project area does not contain Township roads, nor are new roads proposed that will require Township services. Therefore, there will be no direct impact from new development on the Batavia Township, and no direct mitigations are set forth in the Redevelopment Plan.

8. **Impact on Batavia Library District.** Residential development is planned to occur within the redevelopment project area. Some of the residents of these new dwellings may already be residing locally and using Library facilities and services. It is anticipated that the impact will be incidental, as it is likely that most of these residents already reside in the Library District's jurisdiction. To address the potential minor impact on the Batavia Library District, the TIF Act under subsection (q) "Redevelopment Project Costs", subsection (7.7) requires that if a redevelopment project results in increased costs to the Library District attributable to TIF-assisted housing within the redevelopment project area, the District shall be paid, from the TIF fund, the increase cost in accordance with the method described in the Act. In any event, the likely increase in population would be only a small percentage of the total population served by the Library District. Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

APPENDIX A

Washington-Wilson TIF Eligibility Study

WASHINGTON-WILSON DISTRICT
TAX INCREMENT FINANCING
ELIGIBILITY FINDINGS

City of Batavia, Illinois
June, 2016

CC Aiston Consulting, Ltd.

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Section I.
INTRODUCTION

A. The City of Batavia's Comprehensive Plan. Pursuant to Illinois State Statutes (65 ILCS 5/11-12-6 and 12-7), an officially adopted comprehensive plan (including its amendments and maps) serves a community and its constituents as the principal advisory document in making land use, development and redevelopment decisions. The City of Batavia's Comprehensive Plan establishes goals and objectives that are consistent with this charge, including those that encourage the conservation and/or enhancement of the taxable value of its residential, commercial and industrial land and buildings.

It is commonly held that a city's plan is to be used as the principal guide when determining whether or not a proposed land use or development is appropriate for a given location. If the plan tends to support the proposal, the city should be amenable to allowing it. However, a city plan is not only a critical tool used in reacting to a given proposal but should also serve as a basis for the City to be proactive in establishing and implementing land use and development policies and programs.

In 2007, the City of Batavia adopted a wholesale update to its Comprehensive Plan. This plan has been regularly updated since that date, including the latest update in 2014. These officially adopted updates rightly portray the City's proactive position in keeping contemporary its policies affecting land use, property development and, specifically with respect to the underlying purpose of this study, the redevelopment of existing areas within the City of Batavia.

The City's Comprehensive Plan sets forth eleven specific "issues" related to land use for the City. Three of these eleven issues are particularly pertinent when considering the applicability of Tax Increment Financing as a tool to stimulate positive change in an existing, developed area like the area subject to this instant report. These three issues are as follows:

> "Transitioning from an environment of new growth to one of redevelopment (e.g., "emphasiz[ing] redevelopment of existing properties and infill development)";
> "The continued redevelopment of the downtown as a mixed-use area, with added residential, retail, entertainment and office uses a priority"; and
> "Maintaining a balance of land uses and housing types to serve all portions of community (e.g., [addressing the] shortage of higher density residential uses…and downtown living opportunities)".

Further, the following statements are included as specific "Goals and Policies" set forth in the aforementioned Comprehensive Plan and serve to reflect the community's intent and policies to address the eleven identified issues:

> "Maintain Batavia as an attractive place to live, work, shop and play, with a balance of land use";
> "Plan land uses to achieve an efficient provision of public facilities and services (e.g., Focus higher density and intensity development in and adjacent to the downtown, Avoid underdevelopment of property with ample utility capacity, especially in the downtown)";
> "Maintain a diversity of housing types, prices and styles for all segments of the community (e.g., Provide a mixture of housing types and densities on large scale mixed use redevelopment parcels)";
> "Coordinate land use and transportation planning (e.g., Locate higher density residential uses convenient to transit corridors and employment centers)";
> "Continue to make the downtown and Fox River the focal point of the community (e.g., Focus the most intense development in the downtown, Use redevelopment Tools, including tax increment

most intense development in the downtown, Use redevelopment Tools, including tax increment financing, to encourage and shape downtown development, Require development projects to take advantage of the views and access to the Fox River)"; and

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

In February 2014, the City passed an amendment to its 2007 City's Comprehensive Plan, including new sections ("Elements") entitled, "Economic Development and Redevelopment", "Housing, Neighborhood Conservation and Historic Preservation", and "Urban Design".

The 2014 amendment makes clear that successful economic development and redevelopment is predicated upon, and will result in the further improvement of high quality land development and utility infrastructure that serve to both accommodate the needs of existing business enterprises, as well as make Batavia an attractive place for new private investment. With respect to the area subject to this TIF Eligibility Study, the Comprehensive Plan's 2014 Economic Development and Redevelopment element draws particular attention to the City's downtown (its "heart and soul") [where] "cultural/social interaction as well as economic activity is concentrated", noting that the downtown's existing building stock "is in some cases ill suited for contemporary downtown uses". This portrayal begs the question as to which buildings are so ill-suited and what can be done to address this issue.

Furthering the discussion on economic development and redevelopment, the aforementioned 2014 amendment to the City's Plan sets forth a number of specific goals, including:

"Increase employment and housing opportunities;

"Form effective partnerships with the private sector to stimulate redevelopment";

"Ensure that redevelopment strengthens downtown Batavia as the center of the community"; and

"Increase customer and visitor activity".

Concerning housing, the 2014 Plan amendment cites the need for greater housing diversity across Batavia, specifically citing "higher density housing in conjunction with mixed-use developments". Aging building stock, underperforming property maintenance and ill-suited parcel size as it relates to efficient land use are also cited in the amendment as areas of concern. Finally, as to the character of the city's built environment, the amendment states that "[r]edevelopment of the downtown is one of the City's highest priorities", specifically emphasizing that such redevelopment must be "economically viable" and characterized by reintroducing "streetwalls" and "taller buildings" located in the City's downtown.

In all the above-cited cases, the 2014 amendment supports the redevelopment of existing land development areas where deemed appropriate and necessary. By stressing the importance of economically viable, higher density, mixed-use redevelopment in the City's downtown business district *and* private investment through public-private partnerships in the development of this land use form, the amendment provides sufficient rationale for City decision-makers to consider the need and merits of establishing and, ultimately employing tax increment financing as a tool to foster the implementation of each of the aforesaid goals.

B. Property Conditions Inconsistent with the City's Comprehensive Plan. As previously stated, the City encourages the conservation and/or enhancement of the taxable value of its residential, commercial and industrial land and buildings. However, because of certain, identifiable conditions, there are locations where one cannot reasonably expect policy statements and land use decisions alone to result in the implementation of such established goals and objectives. It is at this point when it may be determined that, but for the City taking direct measures to encourage redevelopment efforts in these locations, including providing financial assistance, sufficient private economic development activity will not occur.

It will be shown through this report that the aforementioned conditions are present today within the subject area ("Washington-Wilson District", as further described below) and that these conditions inhibit private investment, weaken the City's tax base, affect the safety of community residents, and hinder the City's ability to promote a cohesive development of compatible land uses. However, through the use of tax increment financing, the City may provide financial incentives and construct certain public improvements to ameliorate these investment-inhibiting conditions.

Section II.
TAX INCREMENT FINANCING

A. The Act. The Tax Increment Allocation Redevelopment Act (65 ILCS 5/11 - 74.4 - 1, et seq.) (the " Act") stipulates specific procedures which must be adhered to in designating a Redevelopment Project Area. By definition, a Redevelopment Project Area is:

> " ..an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas (Section 11-74.4-3)."

Section 11-74.4-3 defines a conservation area as:

" ...any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 or more of the following factors is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area..."

The factors named by the statute with regard to conservation areas are as follows: dilapidation, obsolescence, deterioration, presence of structures below minimum code standards, illegal use of individual structures, excessive vacancies, lack of ventilation, light, or sanitary facilities, inadequate utilities, excessive land coverage and overcrowding of structures and community facilities, deleterious land use or layout, lack of community planning, environmental clean-up, and decline of equalized assessed value (" EAV").

B. Summary Determination of Eligibility. The determination of eligibility of the Washington-Wilson District TIF Redevelopment Project Area is based on data gathered through field observation by CC Aiston Consulting, Ltd, and City Community Development and Public Works Staff and through document and archival research. This information was then compared against the eligibility criteria set forth in the Act.

According to the Act, in order to be designated as a "conservation area", at least 50% of the structures must be 35 years or more in age, and a combination of at least three of the other blighting factors identified in the Act must be present to a meaningful extent and reasonably distributed throughout the Project Area. As will be presented below, the Project Area is eligible for designation as a conservation area. This is based on the predominance and extent of parcels exhibiting the following characteristics: age, deterioration, presence of structures below minimum code standards, excessive vacancies, lack of community planning and decline in equalized assessed value. Each of these factors contributes significantly towards the decline of the Project Area.

Section III.

DESCRIPTION OF THE PROJECT AREA

A. Location and History. The Project Area, alternatively called hereafter, "Washington-Wilson District", is an area of approximately 210,000 square feet (4.8 acres) and is generally located between River Street and North Washington Avenue, and between State and East Wilson Streets, although there is a single parcel within the subject Project Area that is located along the south side of East Wilson Street, specifically at the southeast corner of E. Wilson and South Washington Ave. A aerial photographic map of the Washington-Wilson District area is found at Figure 1.

Historically, the bulk of the Project Area is located north of East Wilson Street and was first surveyed, legally established as part of Block 7 in the first platting of land east of the Fox River and made part of Town of Batavia in July, 1845. The sole land parcel located south of East Wilson Street was created as part of the March, 1844 platting of Block 1 of Wilson's Addition to the Town of Batavia.

In relying on John Gustafson's Historic Batavia (Robinson and Schielke, 1998) and Sanborn Fire Insurance maps, we find that the commercial and industrial land use east of the Fox River in Batavia was first developed circa 1840, facilitated by the new Fox River bridge at Wilson Street (a dirt roadway named after Judge Isaac Wilson, reportedly the first person using the name "Batavia" rather than "Head of Big Woods"). The Challenge Mill Company was established along the East bank of the Fox River in 1867, just north and east of the Project Area and by 1870, commercial buildings were appearing within two blocks east of the River along both the south and north sides of Wilson Street. According to early Sanborn mapping (1885 – 1928), a number of individual residences had been established within the Project Area, though mostly fronting South Street (renamed State Street, circa 1910) and Washington Avenue. However, the majority of the buildings were non-residential, fronting either East Wilson Street or River Street.

Sanborn maps dated from 1885 through 1928 depict retail (agricultural implements, twine, furniture, clothing and dry goods, boots and shoes, groceries, meats, bicycles and cigars) service (cobbler, tailor, blacksmith, furniture and upholstery repair, restaurant and banquet, as well as a number of saloons) and light assembly/sales (millinery, gloves) buildings. The cornerstone of the First Baptist Church, located at the Northwest corner of E. Wilson Street and N. Washington Avenue was laid in 1888. The First Baptist Church sold this property to the City of Batavia in 2006, ultimately relocating to a property west of the city limits, establishing the Faith Baptist Church. Although the former church building is still standing, it has fallen into disrepair and, in recent years, has been used primarily for storage purposes.

Finally, Sanborn Insurance maps show evidence that sometime between 1907 and 1916, an area of approximately 3000 square feet located in the northeast corner of the Project Area was being used as a "junk yard". The company's 1928 map shows no evidence of this junk yard use still ongoing but instead represents mostly individual dwellings and their accessory storage buildings located generally northerly half of the Block 7. This map also shows two houses located within the Project Area and south of mid-block, Block 7, one such home located immediately north of the church building that is known to have served as the church's parsonage.

B. Existing Land Use. With respect to the Project Area itself, today one finds at least a version of the aforementioned former First Baptist Church building still standing at the northwest corner of North Washington Avenue and East Wilson Street. This vast, essentially vacant building is owned by the City of Batavia and, in part, is currently serving storage needs for certain local, not-for-profit organizations.

The existing commercial buildings at 121 and 113 E. Wilson Street were constructed prior to 1916 and 1928, respectively. 121 E. Wilson St. is shown on the 1916 Sanborn Insurance Map as being a "boots and shoes" store. For the past eighty-plus years, however, this building has been occupied by an insurance office. 113 E. Wilson is represented on the company's 1928 map as simply a "store". Going back nearly twenty years from the date of this study, this building has been occupied by a local dental practice.

There are three other existing principal structures found within the project area. Two of these structures are habitable buildings and have East Wilson Street addresses (111 and 206 E. Wilson Street). The third principal structure is a two-tiered, public parking deck, located at the Southeast corner of North River Street and State Street and is addressed 20 North River Street.

The building at 111 E. Wilson, located on a flag lot some 120 feet off the street, is a single-story, cinder block building of approximately 2500 square feet. It was built in 1958, originally occupied by a pattern maker shop and was last home to a Service Master business. The City of Batavia purchased the property in 2013 and, to this date, it has been either vacant or used to store vehicles and equipment. The building at 206 E. Wilson Street (circa 1940) is a former automobile fuel and service station. As of the date of this report, the building has been vacant for more than four months and, besides the building itself, all that remains on the property presently are an overhead fuel pump canopy and a pylon sign. The canopy and sign are technically noncompliant accessory structures according to City code.

The last yet-mentioned principal structure currently located within the project area is the aforementioned two-tiered, public parking deck. The City owns and maintains this property, having built the parking deck in 1993. The City also owns and maintains two surface parking lots within the Project Area having, in the aggregate, surface area of approximately 44,000 square feet.

All told, the Project Area comprises approximately 4.8 acres of contiguous land, containing 9 individual land parcels and the public rights-of-way within State, North River, and East Wilson Streets and North and South Washington Avenues. For the purposes of this study, when the term "parcel" is used, we refer to an individual tract of land with its own separate "Parcel Identification Number" (or PIN), as ascribed by the Kane County Supervisor of Assessments. A parcel may or may not be identical to an individual private property, under a single ownership entity. Often two or more contiguous parcels are combined to make up one private property owner's real estate holding, or lot. Consequently, in searching property records, one may find that a building, together with a nearby accessory building, driveway or parking lot, may be under the same ownership, have a single street address and be located on a single parcel. On the other hand, these conditions may alternatively exist on or across two or more separate parcels, each with its own PIN. Property conditions described herein will be attributed to parcels, buildings and/or structures wherever the need for specific clarity is warranted.

Of the nine total parcels within the Project Area, there are six containing buildings/structures where a principal zoning activity has been established. Four of these parcels are commercial in principal use (111 and 206 E. Wilson St.), though presently each contain a single, vacant building. Of the six parcels containing a building, one is currently institutional in use (the former church). Finally, two parcels contain the aforementioned parking structure and surface lots. (See Fig. 2, Existing Land Use Map).

Section IV.
ELIGIBILITY FINDINGS

Field surveys were completed for the Project Area during April and May, 2016 (See Table 1 for Properties, By Associated Street Address). These surveys included the on-site inspection of each property and associated building(s), photographing and completing field notes for each parcel. Said photographs and notes are on file with the City's Economic Development Office and serve to further document the observed conditions. With respect to existing utility conditions, field observations were supplemented with information from City's Public Works Department. The results of the survey are summarized below.

A. Age of Buildings. Based on field analysis, Township Assessor's records, the aforementioned Sanborn Insurance Maps and John Gustafson's Historic Batavia, 5 of the 6 principal buildings (or 83%) and 5 of the 8 total buildings (62.5%) are documented to be more than 35 years old. This exceeds the statutory requirement that at least 50% of the buildings in a conservation area be 35 years of age or older.

All buildings that are documented as 35 years of age or older and subject to this eligibility characteristic are well distributed throughout the district as a whole (see Table 2 and Figure 3). ***Therefore, age is a contributing factor in the eligibility of the Project Area as a TIF District.***

B. Dilapidation. Dilapidation refers to an advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

Although the former First Baptist Church building at 133 E. Wilson Street is clearly in a state of significant dilapidation, this factor is not otherwise prevalent throughout the project area and therefore, this condition does not contribute to the designation of the Project Area.

C. Obsolescence. Obsolescence is the condition or process of falling into disuse. Obsolete structures have become ill-suited for the original use.

Due to current code requirements for assembly use and occupancy, the former Baptist Church building is ill-suited for church use at present. Further, the original use established for the building at 111 E. Wilson Street, manufacturing/light assembly, could not be reestablished at the subject property without someone undertaking significant physical improvements to the building. However, the remaining four existing structures (or 67% of all principal structures) within the project area are not obsolete or falling into disuse and, as such, this condition does not contribute to the designation of the Project Area.

D. Deterioration. According to statute, deterioration is a condition evidenced by the physical state of buildings and/or surface improvements in the Project Area. With respect to buildings, deterioration refers to defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas may show evidence of deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

There is evidence of deterioration on all six parcels containing a principal structure (including the parking deck) within the total nine-parcel Project Area. Further, improvements within the Project Area public rights-of-way show evidence of deterioration pursuant to the statutory definition above. (See Fig. 4).

As there is evidence of deterioration of both building and surface improvements at or abutting most parcels within the Project Area, this factor contributes to the designation of a conservation area.

E. Presence of Structures Below Minimum Code Standards. Structures below minimum code standards include all structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes. It should be noted that many of these structures may not meet minimum standards but are not necessarily in violation of the applicable codes, as there are numerous examples where when this condition exists, the structure is in a legal, non-conforming status, having been established prior to current land development regulations.

The City's Community Development Department staff regularly identifies, inspects and updates records, including photographs, to document structures that generally do not comply with minimum code standards. These records, coupled with the aforementioned field observations, prove the presence of such structures below minimum code standards within the Project Area. The capital investment required to bring these structures into minimum code compliance, where possible, may pose a significant economic challenge, discouraging the redevelopment and/or adaptive re-use of these properties.

Specifically with respect to the City's Zoning Ordinance, all properties containing buildings within the Project Area have one or more conditions that are below standards. Examples of such conditions include non-compliant parking assets (both in number of spaces and lot design) and the absence of conforming refuse enclosures. Various "grandfather" entitlements have expired, resulting in certain properties now containing illegal structures on site (e.g., the former gas station's canopy, pumps, pump islands, and freestanding sign). Further, there is evidence of nonconforming conditions concerning required wall transparency (former Church and existing dental office), and adherence to street setback requirements (former Church and gas station).

All or nearly all project area buildings are non-conforming with respect to fire suppression and fire alarm systems. Finally, across the project area generally, one also finds non-compliance with the federal American with Disabilities Act (ADA).

Due to the many and varied documented cases where structures are below minimum codes standards throughout the Project Area), this factor contributes to the designation of a conservation area.

F. Illegal Use of Individual Structures. Illegal use of individual structures refers to the use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards. Whereas some structures within the Project Area were determined to be in violation of City codes and standards, there are no known uses in violation of State or Federal regulations. Therefore, this factor does not contribute to the designation of the Project Area as a conservation area.

G. Excessive Vacancies. Evidence of excessive vacancies refers to the presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

In terms of total building floor area within the project area, the total floor area representing the three essentially vacant, principal buildings located at 115, 133 and 206 E. Wilson (former Service Master, Church and gas station buildings, respectively) is approximately 14,700 square feet. When comparing this figure with that of the approximately 3,200 square feet comprising the combined floor area of the two

occupied buildings at 113 and 121 E. Wilson (dental and insurance office buildings), some 82% of the total floor area of all buildings (this does not include the parking deck structure at 20 North River Street) within the Project Area is essentially vacant.

After considering the extent of building vacancy within the subject area, it is clear this factor does contribute to the designation of the Project Area as a conservation area.

H. Lack of Ventilation, Light, or Sanitary Facilities. Inadequate ventilation is characterized by the absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence or inadequacy of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage areas, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress through interior spaces within a building.

This condition is not prevalent within the Project Area and does not contribute to the eligibility of the area.

I. Inadequate Utilities. This factor concerns the condition of underground and overhead utilities, such as storm structures, sanitary sewers, water lines, and gas, telephone, and electrical services. Inadequate utilities are those that are: (i.) insufficient in capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.

There are sufficient and adequate public electric and water utilities presently serving the Project Area and, as such, this condition does not contribute to a determination of the eligibility for the area.

J. Excessive Land Coverage and Overcrowding of Structures and Community Facilities. This factor relates to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

As the Project Area is wholly located within an historic downtown, one would anticipate higher building density and degrees of land coverage. In fact, the City's planning and zoning documents largely encourage this land use pattern in the City's downtown still today. In light of this fact, the conditions of "excessive" land coverage and "overcrowding" of structures and community facilities are not prevalent within the Project Area and therefore do not contribute to the eligibility of the area.

K. Deleterious Land Use or Layout. Deleterious land uses include the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

Except for former Service Master building, which was originally constructed and remains physically more characteristic of an industrial building than one suitable for downtown commercial or residential use, and the auto fuel and service station parcel, deleterious land use is not prevalent in the Project Area. If one

were to argue the prevalence of deleterious layout within the Project Area, such an argument is more suitably made below in paragraph L. "Lack of Community Planning". As such, neither deleterious land use nor deleterious layout is a contributing factor with respect to determining eligibility.

L. Lack of Community Planning. Lack of community planning occurs when the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

The City of Batavia adopted its first zoning ordinance in 1946 and approved its first land use plan, "A Plan for the City of Batavia, Illinois" in 1953. As presented above in Section III, the Project Area was essentially fully subdivided through survey and platting before 1850, with re-subdivisions occurring to accommodate property purchases and developments throughout the remainder of the nineteenth century. In short, the Project Area was developed prior to the adoption of any comprehensive or community plan for the subject area.

Examples of the lack of community planning across the Project Area include a subdivision of land resulting in a flag lot, multiple properties relying on private easements to access public streets and parking areas, building encroachments onto adjacent properties and parcels that are today, ill-suited to accommodate independent redevelopment. The aforementioned industrial buildings (former Service Master) juxtaposed within the context of office (dentist and insurance agent) and institutional uses (former First Baptist Church), as well as the auto fuel and service station immediately adjacent to neighboring downtown, pedestrian-friendly uses (retail, office, banking, church) speak to demonstrating incompatible land-use relationships within the Project Area.

There is sufficient evidence demonstrating the lack of community planning within the Project Area to indicate that this factor contributes to a finding of eligibility.

M. Environmental Clean-Up. This factor is relevant when the area has incurred Illinois Environmental Protection Agency (IEPA) or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

There are properties within the Project Area where there is sufficient data and history to indicate that certain clean-up activities will be necessary to remediate environmental concerns there. The City's environmental consultant has found floor tiles containing asbestos in the former Church building. Considering the age of the other buildings on site, there is some likelihood of additional asbestos found within the Project Area.

Additionally, results from preliminary soil borings and trench excavation indicate evidence of petroleum based products within subsurface soils on the former Church property, though not in amounts that would result in significant handling and disposal costs. Finally, in light of the fact that automobile service, including engine repair, and fuel sales have occurred for decades at 206 E. Wilson Street, it is likely, though not yet proven, that environmental remediation activities will be required in redeveloping this parcel, particularly if the proposed redevelopment contemplates residential uses on site.

With information currently available, one cannot prove the need for environmental clean-up within the Project Area sufficient to show that the costs of same constitute a material impediment to the development or redevelopment of the redevelopment project area and therefore environmental clean-up is not a contributing factor in determining the eligibility of the subject study area for conservation area designation.

N. Decline in Equalized Assessed Value (EAV). This factor can be cited if the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available; or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available; or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

The 2010 – 2015 Project Area EAV totals are shown below. As shown, these values have declined three of the last five years and have not kept pace with CPI growth. As such, the decline in EAV is a contributing factor toward the designation of the Project Area as a conservation area.

ID No.	PIN	Address	2010	2011	2012	2013	2014	2015
1	1222276009	111 E. Wilson	$ 29,525	$ 30,074	$ 30,597	$ 17,900	$ 0	$ 0
2	1222276010	113 E. Wilson	$ 45,717	$ 46,567	$ 47,377	$ 41,640	$ 42,469	$ 43,850
3	1222276011	115 E. Wilson	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
4	1222276012	(Driveway - 111)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
5	1222276013	(Driveway - 111)	$ 0	$ 0	$ 0	$ 0	$ 0	$
6	1222276014	121 E. Wilson	$ 36,777	$ 37,461	$ 38,113	$ 32,266	$ 26,945	$ 27,820
7	1222276022	20 N. River St	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
8	1222276023	133 E. Wilson	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
9	1222280001	206 E. Wilson	$ 305,519	$ 311,201	$ 316,616	$ 316,616	$ 286,439	$ 274,406
			$ 417,538	$ 425,303	$ 432,703	$ 408,422	$ 355,487	$ 346,076
		Project Area-Wide Percent Change From Prior Year		**1.86**	**1.74**	**-5.61**	**-13.0**	**-2.64**

	2010	2011	2012	2013	2014	2015
Consumer Price Index - 2010-2015	**1.5**	**3.0**	**1.7**	**1.5**	**0.8**	**0.7**

Section V.
CONCLUSION

Based on the findings contained herein, the Project Area qualifies as a conservation area according to the criteria established by the Act, based on the predominance and extent of parcels exhibiting the following characteristics:

Age;
Deterioration;
Presence of Structures Below Minimum Code Standards;
Excessive Vacancies;
Lack of Community Planning; and
Decline in Equalized Assessed Valuation.

Each of these factors contributes to the eligibility of the Project Area as a conservation area. All of these characteristics point to the need for designation of the Project Area as a tax increment financing district, which will make possible public intervention in order that redevelopment might occur. Further, it should be noted that though some of the conditions mentioned in this report are not substantially prevalent enough to be considered as qualifying elements, designating Washington-Wilson District as a Conservation Area Tax Increment Financing District could enable the City and private investment interests to address and ameliorate these conditions.

APPENDIX B

Most Recent Certified Equalized Assessed Values (EAVs)
For All Properties Located Within the Redevelopment Project Area

Property By Parcel ID No.	Property By Common Address	2015 Certified Equalized Assessed Value
12-22-276-009	111 E. Wilson St.	$ 0
12-22-276-010	113 E. Wilson St.	$ 43,850
12-22-276-011	115 E. Wilson St. (Vacant)	$ 0
12-22-276-012	111 E. Wilson St. (Drive)	$ 0
12-22-276-013	111 E. Wilson St. (Drive)	$ 0
12-22-276-114	121 E. Wilson St.	$ 27,820
12-22-276-023	133 E. Wilson St.	$ 0
12-22-280-001	206 E. Wilson St.	$274,406
TOTAL 2015 Certified EAV for Project Area		**$346,076**

Washington-Wilson Tax Increment Financing District (Proposed)

Written Recommendation of the Joint Review Board

November 1, 2016

On September 27, 2016 a Joint Review Board was convened for the purpose of considering a proposed new Tax Increment Financing District within the City of Batavia. The following taxing bodies were represented on this date:

City of Batavia; Batavia Township; County of Kane; Batavia School Dist. No. 10; Batavia Park District; and Waubonsee Community College. Jennifer Fox was appointed and served as the JRB's Public Member.

The proposed new TIF District has been entitled, Washington-Wilson District and, if designated and tax increment financing is adopted, the Washington Wilson District would become the City of Batavia's TIF No. 5.

Before adjourning on September 27th, the JRB members voted to reconvene again to further consider the matter before taking any action. On October 4, 2016, the JRB reconvened with the same members present.

Upon hearing a presentation from staff, taking input from the public, discussing the matter among themselves, the JRB members considered their responsibilities and charge under the state's TIF Act and before adjourning on October 4th approved the following recommendation to the Batavia City Council:

To Approve the Proposed Washington-Wilson Tax Increment Financing District (City of Batavia TIF No. 5).

The vote was 6 In Favor (City of Batavia, County of Kane, Batavia Township, Batavia Park District, Waubonsee Community College and the JRB Public Member) and 1 Vote Opposed (Batavia School District #101)

Respectfully Submitted,

Scott Buening, Chairman

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

PROPOSED WASHINGTON-WILSON TIF DISTRICT (TIF 5)
Joint Review Board Meeting
Great Room, City Hall
September 27, 2016, 10:30 a.m.
Minutes

Meeting Called to Order and Roll Call.
The meeting was called to order at 10:32 a.m. by Scott Buening, City of Batavia Community Development Director. Liz Perez, acting as administrative assistant to the JRB, called roll:

Members present:
Scott Buening, City of Batavia
Tony Inglese, Batavia School District
Aaron Gold, Batavia Park District
Bruce Hartmann, Waubonsee Community College
Jim Anderson, Batavia Township
Mark Armstrong, Kane County
Jennifer Fox, Public At Large Member
Others present:
Christopher Aiston, Eco. Dev. Consultant for the City of Batavia
Drew Rackow, Planner for the City of Batavia
Lisa Hichens, Superintendent, Batavia School District No. 101
Kevin Drendel, Drendel & Jansons Law Group

Appointment of Chairperson.
Scott Buening was nominated to serve as Chairperson, after which the Board voted unanimously to approve the appointment.

Proof of Public Notice.
Mr. Buening presented the proof of Public Notice material.

Appointment of Public Member.
Mr. Buening nominated Jennifer Fox to serve as the Public Member to the Board, after which all members present voted to accept the nomination.

Joint Review Board Responsibilities.
Christopher Aiston, Economic Development Consultant for the City of Batavia provided a synopsis from state statutes describing the responsibilities of the Joint Review Board.

Review of Public Record.
Mr. Aiston called the Board's attention to a review of the Public Record and made a presentation concerning previous work and activities to date, to include but not limited to: Meeting Minutes; a depiction of the Redevelopment Project Area; the Eligibility Report and its findings and the Redevelopment Plan and Program document.

Announcing Public Hearing and Presenting Ordinances Designating TIF 5.
Mr. Aiston stated that the City will hold a Public Hearing on the proposed TIF on November 7, 2016 at 7:30 and it anticipates the Council will act on three ordinances to enact the TIF in January, 2017, to wit: 1. An Ordinance Approving the Washington-Wilson District Redevelopment Project; 2. An Ordinance Designating the Washington-Wilson District Redevelopment Project Area; and 3. An Ordinance Adopting Tax Increment Financing for the Washington-Wilson District Redevelopment Project Area.

Discussion and Questions by the Board, others present at the Board table and those attending from the public:

The Board discussed the projected number of residents and actual residential units within the proposed project area, including the proposed Shodeen mixed-use, redevelopment project. The City and developer estimate at this time that there will be approximately 186 residential units at the Shodeen project. Although there is not currently an estimate as to total number of all persons that will reside at the Shodeen project, project plans include information as to how many units will be one-bedroom and how many will be two-bedroom and this differentiated composition will ultimately largely affect the total resident count.

Parking was discussed for the Shodeen project apartments and if they were switched to condos in the future it would create an issue with parking space demand, as well as the value of the incremental tax revenues to the TIF. It was noted that, the City and developer have agreed to establish a Special Service Area (SSA) so that if the increment falls short of estimated revenues, the SSA tax can be levied against the property to generate funds to make up the difference. That said, because the City will issue debt to assist in the financing of the redevelopment, paying the majority of the public improvement costs at the project, incremental tax revenue estimates have been purposely conservative in evaluating risk.

Mr. Inglese from the School District was particularly interested in the projected number of students residing in the Shodeen project and that the City should conduct an independent analysis of this matter. The City and developer estimate the total number to be quite low, likely less than ten students at any given time. Mr. Aiston noted that the City has retained NIU to conduct an independent analysis with respect to the projected economic impacts and activities resulting from the project and that certain demographic assumptions are made in conducting such an analysis, including the composition of the projected residential population, although not to the detailed extent of estimated number of students that may attend the district's public schools.

Mr. Aiston called attention to the Redevelopment Plan document that provides a statement that the expected cost impact on the School District, project area wide, is negligible, while at the same time, noting that the long term financial impact on the District, realized after the TIF district term expires, is resoundingly positive. With respect to cost impacts on the District while the TIF is in place, Aiston noted that the state statute stipulates that as much as 40% of the total TIF increment be set aside to safeguard the District in the event the project area generates more student population than the low estimated numbers currently under consideration. Mr. Aiston stated that, with respect to the proposed Shodeen project, the set aside would cover the total per capita cost to educate approximately 20 students. Mr. Inglese recognized this number as generally accurate but noted that the actual count may far exceed this number and this is a big concern for the District.

Public Comments:

Carl Dinwiddie 1156 Pine Street, Batavia

Thanked the committee for their efforts, informed the committee that TIF's were initially started in California, where they are now outlawed. He questioned the eligibility report concerning "excessive vacancies" for buildings within the proposed TIF district project area, as well as stating his concerns over using estimated property values at build-out condition. He asked all to go to Geneva School Board website which explains why the school board is against TIF's. Mr. Dinwiddie suggested that any contracts have restrictions so that developers cannot just sell to anyone. He further stated that if the JRB doesn't recommend approving the TIF designation, the City may move forward with the TIF anyway.

Yvonne Dinwiddie 1156 Pine Street, Batavia

Ms. Dinwiddie presented comments strongly noting her dislike of the use of Tax Increment Financing for private development and the fact that often the TIF period is extended beyond the original 23 year period provided in state law. Ms. Dinwiddie noted that the difference between existing equalized assessed values (EAV) versus those of projected EAV after build-out is inflated, as much of the

property within the proposed TIF district is currently tax exempt and, as such, is considered as zero EAV. She presented her accounting of TIF revenues and expenditures and stated that she had spent time with Kane County reviewing these figures. She stated that the future children will never see the benefits and mentioned Batavia will have 5 TIF's which she feels will be too many. She opined that the developer, Shodeen, runs his business through the use of TIF instead of doing it on his own. She also questioned if the City has a clear deed on the property.

Recommendation:
Mr. Inglese proposed to review the number of projected students that may reside in at the project once it is fully occupied and to look generally at the projected financial impact on the School District.

A motion was made and approved with only one dissenting vote close the JRB meeting and reconvene the Board at 10:30 am, October 4th.

Adjournment.
The Joint Review Board adjourned at 11:32 with the stated intent to reconvene as indicated above.

PROPOSED WASHINGTON-WILSON TIF DISTRICT (TIF 5)
Joint Review Board Meeting (Reconvened)
Great Room, City Hall
October 4, 2016, 10:30 a.m.
Minutes

Meeting Called to Order and Roll Call.
The meeting was called to order at 10:32 a.m. by Scott Buening, City of Batavia Community Development Director and JRB Chairperson . Liz Perez, acting as administrative assistant to the JRB, called roll:

Members present:
Scott Buening, City of Batavia
Tony Inglese, Batavia School District
Aaron Gold, Batavia Park District
Bruce Hartmann, Waubonsee Community College
Jim Anderson, Batavia Township
Mark Armstrong, Kane County
Jennifer Fox, Public At Large Member
Others present:
Christopher Aiston, Eco. Dev. Consultant for the City of Batavia
Drew Rackow, Planner for the City of Batavia
Kevin Drendel, Drendel & Jansons Law Group

Mr. Aiston made a summary presentation, reminding the Board of the declaration of findings found in the Redevelopment Plan and Program Document, including its Exhibit Eligibility Report and the statutorily defined role of the Board.

Motion to Recommend Approval of TIF 5 Designation.
Jim Anderson, Batavia Township moved that the JRB recommend to the Batavia City Council that the Washington-Wilson Tax Increment Financing District (TIF 5) be approved. Motion was seconded by Aaron Gold, Batavia Park District.

Discussion on the Motion.
Mark Armstrong, Kane County, asked for an update as to what had transpired between the City staff and the School District with respect to the District's request that there be further discussion concerning projected student population at the proposed Shodeen mixed-use redevelopment project. Mr. Inglese indicated that he met with the City's economic development consultant Chris Aiston on this matter and that they agreed on the expected number of students, the resulting total per capita cost to educate this number of students, and anticipated incremental tax revenues from the Shodeen project build-out EAV. However, in discussing what may transpire in the event that the actual number of students and resulting total per

capita costs, exceed expectations, the District and City did not agree that the City should be required to increase its contribution of TIF funds to the District beyond the statutorily required maximum of 40% of total TIF increment.

Board Vote on the Motion.
The Joint Review Board then voted on the motion and recommendation that the City Council **Approve the proposed Washington-Wilson Tax Increment Financing District (TIF 5)**. The JRB vote was 6 in favor and 1 opposed (Batavia School District) and said motion was approved by the Board.

Adjournment.
Jim Anderson, Batavia Township moved and Mark Armstrong, Kane County seconded a motion to adjourn the Joint Review Board meeting. All members present voted in favor and the meeting was adjourned.

CITY OF BATAVIA

DATE: **October 4, 2016**
TO: **Committee of the Whole-CD**
FROM: **Scott Buening, Community Development Director**
SUBJECT: **Public Hearing: Annexation Agreement for part of Illinois Prairie Path**
Ordinance 16-63—Authorizing Execution of an Annexation Agreement with the Forest Preserve District of Kane County for part of the Illinois Prairie Path
Ordinance 16-64--Annexing and Zoning a part of the Illinois Prairie Path

Summary: Public Hearing on an Annexation Agreement with the Forest Preserve District of Kane County for part of the Illinois Prairie Path.
Approval of Ordinances authorizing execution of an annexation agreement and annexing and zoning property owned by the Forest Preserve District of Kane County (Illinois Prairie Path).

Background: The City has been working with the Forest Preserve District of Kane County (FPD) to annex the remaining segments of the Illinois Prairie Path that are surrounded by or adjacent to the existing City limits. Parts of the path are already in the City and we have come to an agreement with the FPD to annex the remaining parcels. The City has installed path crossing warning lights and signs to make crossings at Wagner, Raddant and Hart Roads safer. However, two of these path crossings are actually unincorporated which makes policing and maintenance jurisdiction a bit confusing. The annexation would clear up that confusion, and keep the contiguous section of path within the City of Batavia.

The City would agree to rezone the property to a Parks and Open Space (POS) District consistent with other FPD properties after annexation. No development or maintenance changes are expected with the annexation and zoning. The Plan Commission unanimously recommended approval of the zoning change to POS on September 21, 2016.

A plat of annexation is attached showing the area to be annexed.

Alternatives:

a. **Pros-** This annexation closes a gap in the City boundaries at the southeast part of the community, and allows City services to be provided at street and path intersections.

b. **Cons-** There are no negatives to this annexation.

c. **Budget Impact-** There were plat preparation fees of $400 and recording fees will be approximately $100.

d. **Staffing Impact-** No staffing impact.

Timeline for actions: The annexation agreement needs to be approved in order to complete the annexation. There is no specific time frame for this action, though it should be completed within a year of the agreement signing.

Staff recommendation: Staff recommends the Committee open the public hearing, take testimony and subsequently close the hearing.
Staff recommends the Committee approve of Ordinance 16-63—Authorizing Execution of an Annexation Agreement with the Forest Preserve District of Kane County for part of the Illinois Prairie Path and Ordinance 16-64--Annexing and Zoning a part of the Illinois Prairie Path.

Attachments:

1. Ordinance 16-63—Authorizing Execution of an Annexation Agreement with the Forest Preserve District of Kane County for part of the Illinois Prairie Path.
2. Ordinance 16-64--Annexing and Zoning a part of the Illinois Prairie Path.
3. Staff report to Plan Commission.
4. Petition to Annex.
5. Annexation Agreement.
6. Plat of Annexation.
7. Area Map.

Cc: Mayor & City Council
File

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-63

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF KANE COUNTY AND THE CITY OF BATAVIA FOR PART OF THE ILLINOIS PRAIRIE PATH

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 16-63

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF KANE COUNTY AND THE CITY OF BATAVIA FOR PART OF THE ILLINOIS PRAIRIE PATH

WHEREAS, it is in the best interests of the City of Batavia, Kane and DuPage Counties, Illinois, that a certain Annexation Agreement, dated May 10, 2016, and attached hereto as Exhibit 1, between the Forest Preserve District of Kane County ("Forest Preserve") and the City of Batavia be approved and executed; and

WHEREAS, the Forest Preserve is legal owner of record of the territory which is the subject matter of such an agreement, are ready, willing, and able to enter into said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 11/1-15.1, as amended, as well as the requirements of the Batavia Municipal Code, for the execution of said Agreement have been fully complied with, including all notices to the public, notices to certain taxing jurisdictions, and the holding of certain public hearings;

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 Annexation Agreement attached hereto as Exhibit 1 is approved and the Mayor be and is hereby authorized and directed to execute, and the City Clerk is directed to attest, the said Annexation Agreement.

SECTION 2: That this Ordinance 16-__ shall be in full force and effect upon its presentation, passage and publication according to law.

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

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

Jeffery D. Schielke, Mayor

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

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

ATTEST:

Christine Simkins, Deputy City Clerk

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-64

AN ORDINANCE ANNEXING AND ZONING PART OF THE ILLINOIS PRAIRIE PATH 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 16-64

AN ORDINANCE ANNEXING AND ZONING PART OF THE ILLINOIS PRAIRIE PATH TO THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS

WHEREAS, the City of Batavia, Kane and DuPage Counties, Illinois, has found a portion of the Illinois Prairie path between Wagner Road and IL Route 25 is completely surrounded or adjacent to the City limits of Batavia; and

WHEREAS, the property is designated by PINs 12-26-426-001, 12-26-426-016, 12-26-401-018, 12-26-300-012, 12-26-300-002 and 12-27-400-013, 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 and surrounded by the City of Batavia; and

WHEREAS, the City is desirous of having this property annexed into the City of Batavia as the City provides police and fire services to all properties that surround this property; and

WHEREAS, the Plan Commission conducted a Public Hearing on the proposed zoning map amendment from R0-Single Family District to POS-Park and Open Space (after annexation) on September 21, 2016 and recommended approval of same; and

WHEREAS, notice of the City's intention 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 Supervisors, Clerks 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 POS-Park and Open Space 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 POS-Park and Open Space, 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 16-64 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					VACANT				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: Ayes Nays Absent Abstention(s) Total holding office: Mayor and 14 aldermen										

ATTEST:

_____

Christine Simkins, Deputy City Clerk

Exhibit A

All that part of the 100 foot wide former Aurora, Elgin and Chicago Railway Company right-of-way (since conveyed to the Kane County Forest Preserve District by deed recorded as Document 1879636 dated 11/20/1987) located east of the east line of the Burlington Northern Railway right-of-way and west of the west line (extended northeasterly) of Beechen and Dill's Fox Trail Subdivision Phase 1, all in the Southeast ¼ of Section 27, Township 39 N, Range 8 E in Kane County, Illinois, also

All that part of the 66 foot wide former Aurora, Elgin and Chicago Railway Company right-of-way (since conveyed to the Kane County Forest Preserve District by deed recorded as Document 1879636 dated 11/20/1987) located east of the east line of Fox Valley Industrial Park (extended southerly) and west of the east line (extended northerly) of Barkei Farms Planned Development Phase 1 (extended northerly), all in the Southwest ¼ of Section 26, Township 39 N, Range 8 E in Kane County, Illinois, also

All that part of the former Aurora, Elgin and Chicago Railway Company right-of-way (since conveyed to the Kane County Forest Preserve District by deed recorded as Document 1879636 dated 11/20/1987) located east of the east line of Barkei Farms Planned Development Phase 1 (extended northerly), south of the south line of Beechen and Dill's Fox Trail East Subdivision Phase 1, west of the centerline of Raddant Road, and north of a tract of land owned by the Batavia School District 101 as described in Document 91K13547 recorded March 25, 1991, and north of the north line of land conveyed to the Batavia Park District by Court Order per Document 2004K019618 recorded 2/18/2004 all in the South ½ of Section 26, Township 39 N, Range 8 E in Kane County, Illinois, also

All that part of the 66 foot wide former Aurora, Elgin and Chicago Railway Company right-of-way (since conveyed to the Kane County Forest Preserve District by deed recorded as Document 1879636 dated 11/20/1987) located east of the centerline of Raddant Road and north of and adjacent to the Normandy Subdivision, all in the Southeast ¼ of Section 26, Township 39 N, Range 8 E in Kane County, Illinois, also

That parcel of land described as follows: Commencing at the northwest corner of Cherry Park Subdivision Unit Number 3, thence westerly along the north line of said subdivision (extended westerly) to the west right-of-way line of Wagner Road, also being the west right-of-way line of Larkspur Lane, extended southerly, for a Point of Beginning, thence continuing westerly along said north line to a point of the east line of Normandy Subdivision, thence northerly along said east line to the northeast corner of said subdivision, also being a point on the south line of the former Aurora, Elgin and Chicago Railway Company right-of-way, thence southeasterly along said south line to the west right-of-way line of Wagner Road and Larkspur Lane, thence southerly along said westerly line to the Point of Beginning , all in the Southeast ¼ of Section 26, Township 39 N, Range 8 E in Kane County, Illinois.

PINs 12-26-426-001, 12-26-426-016, 12-26-401-018, 12-26-300-012, 12-26-300-002, and 12-27-400-013.

CITY OF BATAVIA

DATE: September 14, 2016

TO: Plan Commission

FROM: Joel Strassman, Planning and Zoning Officer

SUBJECT: **PUBLIC HEARING:** Amendments to the Official Zoning Map from R0 Single Family Residential to POS Parks & Open Space District for Prairie Path Properties Between Wagner Road/Larkspur Lane and River Street
City of Batavia, applicant

Background

A public hearing was scheduled for the August 17 Plan Commission meeting; the hearing was continued to September 21. The purpose of the hearing is to review proposed Zoning Map amendments for several now unincorporated properties that contain parts of the Illinois Prairie Path adjacent to Batavia's corporate limits. These properties are located between Wagner Road/Larkspur Lane and River Street. Please see the attached map (*Zoning Map Amendment for Illinois Prairie Path*) for the area proposed to be rezoned.

City staff has been working with the Kane County Forest Preserve District staff to negotiate an annexation agreement for the properties in question. The draft agreement specifies that the City would place the properties in the POS Parks and Open Space zoning district to coincide with City's annexing the properties. The Plan Commission must first recommend, and the City Council must approve the appropriate amendments to the Zoning Map as part of the annexation of these properties. No change in the design or use of these properties is contemplated with annexation and the zoning district change. The properties have been and will continue to be used for portions of the Prairie Path.

In addition to other Prairie Path properties, many Batavia properties adjacent to the Prairie Path that would become zoned POS are single family or stormwater properties. Rotolo Middle School (zoned PFI Public Facilities and Institutional) and some of its Batavia Park District owned athletic fields (zoned POS) are also adjacent to subject properties. A number of privately-owned unincorporated properties, including River Hills Memorial Park, abut the subject properties.

Staff Analysis

The Comprehensive Plan Land Use Map classifies the subject properties as Parks and Open Space. The proposed POS zoning district for these properties conforms to this classification.

The Comprehensive Plan's Parks and Open Space Element Goal 1 seeks to provide an abundant supply of parks and open spaces. One policy of this goal is to involve the Forest Preserve District in annexation proposals. Goal 4 seeks to maintain and enhance existing park and open space facilities via the policy of participating in planning activities to protect the open spaces. The current effort the City is undertaking with Kane County to annex and zone the subject properties directly furthers these goals and is consistent with these stated policies.

Land Use Element Goal 1seeks to keep Batavia as an attractive place to play with a balance of land uses. Environment Element Goal 1 stresses protecting and enhancing the region's land resources. The Prairie Path is an open space facility and resource that not only serves Batavia, but serves many parts of Kane, DuPage, and Cook counties.

The POS zoning district is the district that allows land uses consistent with a public trail open space use such as the Prairie Path. POS zoning would ensure that the Prairie Path in the City of Batavia continues to be an open space facility, and restricts any proposed future development of the properties to only amenities associated with open space use.

Findings

The Plan Commission must review and approve the following Findings with a Zoning Map Amendment. Staff has provided information relative to each Finding for the Commission to consider.

Public Notice. All required public notice has been conducted in accordance with applicable state and local laws;
Finding: City staff executed the notice mailing and posting of the property pursuant to City Code. Letters were sent to proximate property owners on July 27, and Notice was published in the Daily Herald on July 29, 2016. These notices advertised the August hearing that was continued to September 21. Signs advertising the September 21 hearing were placed on the properties by September 2.

Public Meetings and Hearings. All required public meetings and hearings have been held in accordance with applicable state and local laws.
Finding: On August 17, the Plan Commission opened and continued the hearing to September 21. The continuance was due to incomplete property notice posting. With the Commission's conducting the hearing in accordance with State and local law on September 21, this finding will be met.

Conformance to the Comprehensive Plan. The extent to which the proposed amendment to the Official Zoning Map conforms generally to the goals and policies of the Comprehensive Plan and Comprehensive Plan Land Use Map.
Finding: The proposed amendment to the Zoning Map is consistent with several goals and policies of the Comprehensive Plan, by placing the property in a zoning category most appropriate for the present use of the properties. The proposed POS District matches the Comprehensive Plan Land Use Map designation of Parks and Open Space for the properties.

Review of Conditions

1. Is the proposed zoning district and the development it allows compatible with the existing uses and zoning of nearby property?
Finding: The proposed POS District will allow the existing use of the property as the Illinois Prairie Path to continue. This use has been compatible with uses and zoning of nearby properties.

2. Is there evidence to suggest that property values will be diminished by the particular zoning restriction changes?
Finding: There is no evidence to suggest that property values will be diminished by the proposed POS District for the subject properties.

3. If any property values are diminished, does the diminishment promote the health, safety, morals, or general welfare of the public?
Finding: While there is no evidence to suggest any diminishment, the health, safety, morals and general welfare will be promoted by placing the properties under a Zoning District narrowly tailored to their present use.

4. Does the proposed zoning change provide a greater relative gain to the public as compared to the hardship imposed on the individual property owner?
Finding: The zoning change will provide greater gain to the general public by placing the most appropriate use rights and limitations on public open space properties such as the Illinois Prairie Path. The general public benefits from use of these properties as open space.

5. Is the subject property is suitable for the zoned purpose?
Finding: The properties and their existing use are suitable for the zoned purpose.

6. Has the length of time the property has been vacant as zoned been excessive, considering the context of land development in the area in the vicinity of the subject property?
Finding: The properties have already been developed and have been continuously used as open space. There has not been any vacancy.

7. Is there a community need for the proposed zoning or use?
   Finding: The continued use of the parcel as open space provides and fulfills an important community and regional need for trails in northeastern Illinois.

Staff Recommendation

Staff recommends the Plan Commission take the following actions:

1. Open and conduct a public hearing for the proposed zoning map amendments.
2. Approve Findings for Approval.
3. Recommend approval of amendments to the Official Zoning Map to classify the subject properties POS Parks and Open Space upon annexation.

Attachment: Zoning Map Amendment for Illinois Prairie Path

c Mayor and City Council
Department Heads
Media

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

Resolution No. FP-R-16-05-2469

Resolution Authorizing the Annexation of a Portion of the Batavia Prairie Path to the City of Batavia

WHEREAS, the City of Batavia has requested that the Forest Preserve District of Kane County allow the annexation of the Batavia section of the Illinois Prairie Path to the City of Batavia; and

WHEREAS, the Board of Commissioners of the Forest Preserve District of Kane County deem it to be in the best interest of said District to honor such request and approve the annexation of the Batavia section of the Illinois Prairie Path to the City of Batavia.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of Kane County, Illinois that the annexation of the Batavia section of the Illinois Prairie Path to the City of Batavia, is granted and that the President and Secretary of the District be, and hereby are, authorized and directed to execute this annexation agreement and deliver same to the City of Batavia.

Passed and approved on this the 10th day of May, 2016.

Philip Lewis
Secretary, Forest Preserve District
Kane County, Illinois

Michael Kenyon
President, Forest Preserve District
Kane County, Illinois

ANNEXATION AGREEMENT
BETWEEN THE CITY OF BATAVIA
AND THE FOREST PRESERVE DISTRICT OF KANE COUNTY

This annexation agreement is made and entered into by the FOREST PRESERVE DISTRICT OF KANE COUNTY (herein "the District"), and the City of Batavia, an Illinois Municipality (herein "the City").

WITNESSETH

WHEREAS, the District is the owner of certain real property commonly known as the Illinois Prairie Path located in Sections 26 and 27 in Batavia Township, Kane County Illinois, and legally described on Exhibit A and depicted on the Plat of Annexation as Exhibit B attached hereto (herein "the Subject Property"), and

WHEREAS, the Subject Property is currently improved with multi-use trail that connects to other regional trails to the east and west,

WHEREAS, portions of the trail are already located within the City of Batavia, while other sections remain unincorporated; and

WHEREAS, the Subject Property is part of an "island" of unincorporated property that is bordered by property that is presently incorporated into the City; and

WHEREAS, the City is making safety improvements to the crossings of the trail at Hart, Raddant and Wagner Roads at no expense to the District; and

WHEREAS, in order to enforce its laws within the area with the crossing improvements, the City has requested the District to annex the remaining parts of the trail into the City limits; and

WHEREAS, the Subject Property is not presently located within the corporate limits of any municipality, but is contiguous to and may be annexed to the City as provided Article 7 of the Municipal Code; and,

WHEREAS, the District and the City agree that it is in the best interest of the District and the City to annex the Subject Property to the city of Batavia, and

WHEREAS, due and proper notice of the proposed annexation of the Subject Property has been given to the Trustees of the Batavia Fire Protection District, Batavia Township and the Batavia Township Commissioner of Highways, more than ten (10) days prior to any action being taken on the annexation of the Subject Property; and

WHEREAS, all other and further notices, publications, procedure, public hearings and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Subject Property have been given, made, held and performed by the City as required by Section 7-1-8 and Section 11-15.1-1 et seq. of the Illinois Municipal Code, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the City; and

WHEREAS, this Agreement is made and entered into by the parties hereto pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code; and

WHEREAS, the corporate authorities of the City have duly considered all necessary petitions to enter into this Agreement, and have further duly considered the terms and provisions of the Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.

NOW THEREFORE, the parties agree as follows:

1. The District agrees that they will allow annexation of the Subject Property to the City, thus giving the City the opportunity to reduce in size an "island" of unincorporated property in the incorporated property of the City.
2. In consideration for the District agreeing to annex the Subject Property to the City, the City agrees to waive any and all fees related to the annexation and rezoning of the Subject Property.
3. City agrees to annex the Subject Property to the City of Batavia within sixty (60) days of execution of this Agreement, and, to enact such ordinances, adopt such resolutions, and take such other actions as are necessary to zone the property as POS Parks and Open Space District as soon as practicable after the annexation.
4. The zoning pursuant hereto shall create a permanent zoning classification for the property (unless changed by the City at the District's request or the request of their successors in interest), which shall remain in effect throughout the term of this Agreement and thereafter until amended in the manner provided by law for the amendment of zoning classifications. Except for such amendment such zoning shall not expire at any time or upon the happening of any event or the failure of any event to occur.
5. This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute, and by City Ordinance. If any of the terms of this Agreement, or the annexation or zoning of the property, is challenged in any Court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the property or any ordinance enacted by the City pursuant to this Agreement.
6. Force Majeure. For purposes of this agreement, "force majeure" shall mean the occurrence of an event which materially interferes with the ability of a party to perform its obligations or duties hereunder which is not within the reasonable control of the party affected, not due to malfeasance, and which could not with the exercise of due diligence have been avoided ("Force Majeure"), including, but not limited to, fire, accident, labor difficulty, strike, riot, civil commotion, act of God, delay or errors by shipping companies or change in Law. A "Force Majeure" shall not excuse such party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the continuation of the Force Majeure. The party

prevented from performing its obligations or duties because of a Force Majeure shall promptly notify the other party hereto of the occurrence and particulars of such Force Majeure and shall provide the other party, from time to time, with its best estimate of the duration of such Force Majeure and with notice of the termination thereof. The party so affected shall use its best efforts to avoid or remove such causes of nonperformance. Upon termination of a Force Majeure, the performance of any suspended obligation or duty shall promptly recommence. Neither party shall be liable to the other party for any direct, indirect, consequential, incidental, special, punitive or exemplary damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Annexation Agreement by reason of the occurrence of a Force Majeure.

7. Notices. Any notice required or permitted by the provision of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the parties at the following addresses, or at such other addresses as the parties may, by notice, designate:

If to the City:

Bill McGrath, City Administrator
City of Batavia
100 N. Island Avenue
Batavia, Illinois 60510

With a Copy to:
Kevin Drendel, City Attorney
111 Flinn Street
Batavia, Illinois 60510

If to the Owners:

Forest Preserve District
of Kane County
1996 S. Kirk Road, Suite 320
Geneva, IL 60134
Monica Meyers
Executive Director

With a Copy to:
Patrick M Kinally
Kinnally, Flaherty, Krentz, Loran,
Hodge & Masur, P.C.
2114 Deerpath Road
Aurora, IL 60506

8. This Agreement shall be binding upon the parties hereto, and upon their respective successors, heirs and assigns.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement this 10th day of May, 2016.

CITY OF BATAVIA

Mayor

ATTEST:

City Clerk

FOREST PRESERVE DISTRICT OF KANE COUNTY

Michael J. Kenyon, President

Philip Lewis, Secretary

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

EXHIBIT A

Legal Description of Subject Property

Legal Description

Common Address:

P.I.N.

12-27-400-013

12-26-300-002

12-26-300-012

12-26-401-018

12-26-426-016

12-26-426-021

EXHIBIT B

Map of Territory Annexed

Map of Territory to be Annexed

Part of the South 1/2 of Section 26 and Part of the Southeast 1/4 of Section 27, Township 39 North, Range 8 East of the third Principal Meridian in LKane County, Illinois.

N

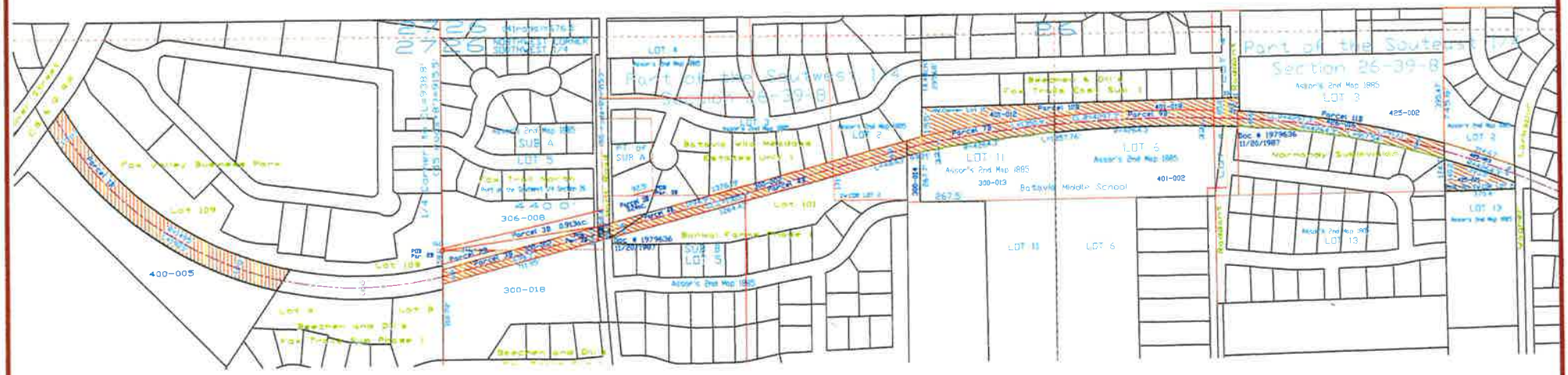

Exhibit A

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.

BATAVIA Since 1833 CITY OF ENERGY

Zoning Map Amendment for Illinois Prairie Path

0 250 500 1,000 Feet

SOURCE: BATGIS, KANEGIS DATE: 7/26/2016

CITY OF BATAVIA

DATE: **October 4, 2016**
TO: **Committee of the Whole-CD**
FROM: **Scott Buening, Community Development Director**
SUBJECT: **Public Hearing: Annexation Agreement for part of Illinois Prairie Path**
Ordinance 16-63—Authorizing Execution of an Annexation Agreement with the Forest Preserve District of Kane County for part of the Illinois Prairie Path
Ordinance 16-64--Annexing and Zoning a part of the Illinois Prairie Path

Summary: Public Hearing on an Annexation Agreement with the Forest Preserve District of Kane County for part of the Illinois Prairie Path.
Approval of Ordinances authorizing execution of an annexation agreement and annexing and zoning property owned by the Forest Preserve District of Kane County (Illinois Prairie Path).

Background: The City has been working with the Forest Preserve District of Kane County (FPD) to annex the remaining segments of the Illinois Prairie Path that are surrounded by or adjacent to the existing City limits. Parts of the path are already in the City and we have come to an agreement with the FPD to annex the remaining parcels. The City has installed path crossing warning lights and signs to make crossings at Wagner, Raddant and Hart Roads safer. However, two of these path crossings are actually unincorporated which makes policing and maintenance jurisdiction a bit confusing. The annexation would clear up that confusion, and keep the contiguous section of path within the City of Batavia.

The City would agree to rezone the property to a Parks and Open Space (POS) District consistent with other FPD properties after annexation. No development or maintenance changes are expected with the annexation and zoning. The Plan Commission unanimously recommended approval of the zoning change to POS on September 21, 2016.

A plat of annexation is attached showing the area to be annexed.

Alternatives:

a. **Pros-** This annexation closes a gap in the City boundaries at the southeast part of the community, and allows City services to be provided at street and path intersections.

b. **Cons-** There are no negatives to this annexation.

c. **Budget Impact-** There were plat preparation fees of $400 and recording fees will be approximately $100.

d. **Staffing Impact-** No staffing impact.

Timeline for actions: The annexation agreement needs to be approved in order to complete the annexation. There is no specific time frame for this action, though it should be completed within a year of the agreement signing.

Staff recommendation: Staff recommends the Committee open the public hearing, take testimony and subsequently close the hearing.
Staff recommends the Committee approve of Ordinance 16-63—Authorizing Execution of an Annexation Agreement with the Forest Preserve District of Kane County for part of the Illinois Prairie Path and Ordinance 16-64--Annexing and Zoning a part of the Illinois Prairie Path.

Attachments:

1. Ordinance 16-63—Authorizing Execution of an Annexation Agreement with the Forest Preserve District of Kane County for part of the Illinois Prairie Path.
2. Ordinance 16-64--Annexing and Zoning a part of the Illinois Prairie Path.
3. Staff report to Plan Commission.
4. Petition to Annex.
5. Annexation Agreement.
6. Plat of Annexation.
7. Area Map.

Cc: Mayor & City Council
File

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-63

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF KANE COUNTY AND THE CITY OF BATAVIA FOR PART OF THE ILLINOIS PRAIRIE PATH

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 16-63

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF KANE COUNTY AND THE CITY OF BATAVIA FOR PART OF THE ILLINOIS PRAIRIE PATH

WHEREAS, it is in the best interests of the City of Batavia, Kane and DuPage Counties, Illinois, that a certain Annexation Agreement, dated May 10, 2016, and attached hereto as Exhibit 1, between the Forest Preserve District of Kane County ("Forest Preserve") and the City of Batavia be approved and executed; and

WHEREAS, the Forest Preserve is legal owner of record of the territory which is the subject matter of such an agreement, are ready, willing, and able to enter into said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 11/1-15.1, as amended, as well as the requirements of the Batavia Municipal Code, for the execution of said Agreement have been fully complied with, including all notices to the public, notices to certain taxing jurisdictions, and the holding of certain public hearings;

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 Annexation Agreement attached hereto as Exhibit 1 is approved and the Mayor be and is hereby authorized and directed to execute, and the City Clerk is directed to attest, the said Annexation Agreement.

SECTION 2: That this Ordinance 16-__ shall be in full force and effect upon its presentation, passage and publication according to law.

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

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

Jeffery D. Schielke, Mayor

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

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

ATTEST:

Christine Simkins, Deputy City Clerk

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-64

AN ORDINANCE ANNEXING AND ZONING PART OF THE ILLINOIS PRAIRIE PATH TO THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS

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

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by authority of the Mayor
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This ____ day of _____, 2016

Prepared by:

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-64

AN ORDINANCE ANNEXING AND ZONING PART OF THE ILLINOIS PRAIRIE PATH TO THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS

WHEREAS, the City of Batavia, Kane and DuPage Counties, Illinois, has found a portion of the Illinois Prairie path between Wagner Road and IL Route 25 is completely surrounded or adjacent to the City limits of Batavia; and

WHEREAS, the property is designated by PINs 12-26-426-001, 12-26-426-016, 12-26-401-018, 12-26-300-012, 12-26-300-002 and 12-27-400-013, 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 and surrounded by the City of Batavia; and

WHEREAS, the City is desirous of having this property annexed into the City of Batavia as the City provides police and fire services to all properties that surround this property; and

WHEREAS, the Plan Commission conducted a Public Hearing on the proposed zoning map amendment from R0-Single Family District to POS-Park and Open Space (after annexation) on September 21, 2016 and recommended approval of same; and

WHEREAS, notice of the City's intention 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 Supervisors, Clerks 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 POS-Park and Open Space 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 POS-Park and Open Space, 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 16-64 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					VACANT				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: Ayes Nays Absent Abstention(s) Total holding office: Mayor and 14 aldermen										

ATTEST:

_____

Christine Simkins, Deputy City Clerk

Exhibit A

All that part of the 100 foot wide former Aurora, Elgin and Chicago Railway Company right-of-way (since conveyed to the Kane County Forest Preserve District by deed recorded as Document 1879636 dated 11/20/1987) located east of the east line of the Burlington Northern Railway right-of-way and west of the west line (extended northeasterly) of Beechen and Dill's Fox Trail Subdivision Phase 1, all in the Southeast ¼ of Section 27, Township 39 N, Range 8 E in Kane County, Illinois, also

All that part of the 66 foot wide former Aurora, Elgin and Chicago Railway Company right-of-way (since conveyed to the Kane County Forest Preserve District by deed recorded as Document 1879636 dated 11/20/1987) located east of the east line of Fox Valley Industrial Park (extended southerly) and west of the east line (extended northerly) of Barkei Farms Planned Development Phase 1 (extended northerly), all in the Southwest ¼ of Section 26, Township 39 N, Range 8 E in Kane County, Illinois, also

All that part of the former Aurora, Elgin and Chicago Railway Company right-of-way (since conveyed to the Kane County Forest Preserve District by deed recorded as Document 1879636 dated 11/20/1987) located east of the east line of Barkei Farms Planned Development Phase 1 (extended northerly), south of the south line of Beechen and Dill's Fox Trail East Subdivision Phase 1, west of the centerline of Raddant Road, and north of a tract of land owned by the Batavia School District 101 as described in Document 91K13547 recorded March 25, 1991, and north of the north line of land conveyed to the Batavia Park District by Court Order per Document 2004K019618 recorded 2/18/2004 all in the South ½ of Section 26, Township 39 N, Range 8 E in Kane County, Illinois, also

All that part of the 66 foot wide former Aurora, Elgin and Chicago Railway Company right-of-way (since conveyed to the Kane County Forest Preserve District by deed recorded as Document 1879636 dated 11/20/1987) located east of the centerline of Raddant Road and north of and adjacent to the Normandy Subdivision, all in the Southeast ¼ of Section 26, Township 39 N, Range 8 E in Kane County, Illinois, also

That parcel of land described as follows: Commencing at the northwest corner of Cherry Park Subdivision Unit Number 3, thence westerly along the north line of said subdivision (extended westerly) to the west right-of-way line of Wagner Road, also being the west right-of-way line of Larkspur Lane, extended southerly, for a Point of Beginning, thence continuing westerly along said north line to a point of the east line of Normandy Subdivision, thence northerly along said east line to the northeast corner of said subdivision, also being a point on the south line of the former Aurora, Elgin and Chicago Railway Company right-of-way, thence southeasterly along said south line to the west right-of-way line of Wagner Road and Larkspur Lane, thence southerly along said westerly line to the Point of Beginning , all in the Southeast ¼ of Section 26, Township 39 N, Range 8 E in Kane County, Illinois.

PINs 12-26-426-001, 12-26-426-016, 12-26-401-018, 12-26-300-012, 12-26-300-002, and 12-27-400-013.

CITY OF BATAVIA

DATE: September 14, 2016

TO: Plan Commission

FROM: Joel Strassman, Planning and Zoning Officer

SUBJECT: **PUBLIC HEARING:** Amendments to the Official Zoning Map from R0 Single Family Residential to POS Parks & Open Space District for Prairie Path Properties Between Wagner Road/Larkspur Lane and River Street
City of Batavia, applicant

Background

A public hearing was scheduled for the August 17 Plan Commission meeting; the hearing was continued to September 21. The purpose of the hearing is to review proposed Zoning Map amendments for several now unincorporated properties that contain parts of the Illinois Prairie Path adjacent to Batavia's corporate limits. These properties are located between Wagner Road/Larkspur Lane and River Street. Please see the attached map (*Zoning Map Amendment for Illinois Prairie Path*) for the area proposed to be rezoned.

City staff has been working with the Kane County Forest Preserve District staff to negotiate an annexation agreement for the properties in question. The draft agreement specifies that the City would place the properties in the POS Parks and Open Space zoning district to coincide with City's annexing the properties. The Plan Commission must first recommend, and the City Council must approve the appropriate amendments to the Zoning Map as part of the annexation of these properties. No change in the design or use of these properties is contemplated with annexation and the zoning district change. The properties have been and will continue to be used for portions of the Prairie Path.

In addition to other Prairie Path properties, many Batavia properties adjacent to the Prairie Path that would become zoned POS are single family or stormwater properties. Rotolo Middle School (zoned PFI Public Facilities and Institutional) and some of its Batavia Park District owned athletic fields (zoned POS) are also adjacent to subject properties. A number of privately-owned unincorporated properties, including River Hills Memorial Park, abut the subject properties.

Staff Analysis

The Comprehensive Plan Land Use Map classifies the subject properties as Parks and Open Space. The proposed POS zoning district for these properties conforms to this classification.

The Comprehensive Plan's Parks and Open Space Element Goal 1 seeks to provide an abundant supply of parks and open spaces. One policy of this goal is to involve the Forest Preserve District in annexation proposals. Goal 4 seeks to maintain and enhance existing park and open space facilities via the policy of participating in planning activities to protect the open spaces. The current effort the City is undertaking with Kane County to annex and zone the subject properties directly furthers these goals and is consistent with these stated policies.

Land Use Element Goal 1seeks to keep Batavia as an attractive place to play with a balance of land uses. Environment Element Goal 1 stresses protecting and enhancing the region's land resources. The Prairie Path is an open space facility and resource that not only serves Batavia, but serves many parts of Kane, DuPage, and Cook counties.

The POS zoning district is the district that allows land uses consistent with a public trail open space use such as the Prairie Path. POS zoning would ensure that the Prairie Path in the City of Batavia continues to be an open space facility, and restricts any proposed future development of the properties to only amenities associated with open space use.

Findings

The Plan Commission must review and approve the following Findings with a Zoning Map Amendment. Staff has provided information relative to each Finding for the Commission to consider.

Public Notice. All required public notice has been conducted in accordance with applicable state and local laws;
Finding: City staff executed the notice mailing and posting of the property pursuant to City Code. Letters were sent to proximate property owners on July 27, and Notice was published in the Daily Herald on July 29, 2016. These notices advertised the August hearing that was continued to September 21. Signs advertising the September 21 hearing were placed on the properties by September 2.

Public Meetings and Hearings. All required public meetings and hearings have been held in accordance with applicable state and local laws.
Finding: On August 17, the Plan Commission opened and continued the hearing to September 21. The continuance was due to incomplete property notice posting. With the Commission's conducting the hearing in accordance with State and local law on September 21, this finding will be met.

Conformance to the Comprehensive Plan. The extent to which the proposed amendment to the Official Zoning Map conforms generally to the goals and policies of the Comprehensive Plan and Comprehensive Plan Land Use Map.
Finding: The proposed amendment to the Zoning Map is consistent with several goals and policies of the Comprehensive Plan, by placing the property in a zoning category most appropriate for the present use of the properties. The proposed POS District matches the Comprehensive Plan Land Use Map designation of Parks and Open Space for the properties.

Review of Conditions

1. Is the proposed zoning district and the development it allows compatible with the existing uses and zoning of nearby property?
Finding: The proposed POS District will allow the existing use of the property as the Illinois Prairie Path to continue. This use has been compatible with uses and zoning of nearby properties.

2. Is there evidence to suggest that property values will be diminished by the particular zoning restriction changes?
Finding: There is no evidence to suggest that property values will be diminished by the proposed POS District for the subject properties.

3. If any property values are diminished, does the diminishment promote the health, safety, morals, or general welfare of the public?
Finding: While there is no evidence to suggest any diminishment, the health, safety, morals and general welfare will be promoted by placing the properties under a Zoning District narrowly tailored to their present use.

4. Does the proposed zoning change provide a greater relative gain to the public as compared to the hardship imposed on the individual property owner?
Finding: The zoning change will provide greater gain to the general public by placing the most appropriate use rights and limitations on public open space properties such as the Illinois Prairie Path. The general public benefits from use of these properties as open space.

5. Is the subject property is suitable for the zoned purpose?
Finding: The properties and their existing use are suitable for the zoned purpose.

6. Has the length of time the property has been vacant as zoned been excessive, considering the context of land development in the area in the vicinity of the subject property?
Finding: The properties have already been developed and have been continuously used as open space. There has not been any vacancy.

7. Is there a community need for the proposed zoning or use?
   Finding: The continued use of the parcel as open space provides and fulfills an important community and regional need for trails in northeastern Illinois.

Staff Recommendation

Staff recommends the Plan Commission take the following actions:

1. Open and conduct a public hearing for the proposed zoning map amendments.
2. Approve Findings for Approval.
3. Recommend approval of amendments to the Official Zoning Map to classify the subject properties POS Parks and Open Space upon annexation.

Attachment: Zoning Map Amendment for Illinois Prairie Path

c Mayor and City Council
Department Heads
Media

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

Resolution No. FP-R-16-05-2469

Resolution Authorizing the Annexation of a Portion of the Batavia Prairie Path to the City of Batavia

WHEREAS, the City of Batavia has requested that the Forest Preserve District of Kane County allow the annexation of the Batavia section of the Illinois Prairie Path to the City of Batavia; and

WHEREAS, the Board of Commissioners of the Forest Preserve District of Kane County deem it to be in the best interest of said District to honor such request and approve the annexation of the Batavia section of the Illinois Prairie Path to the City of Batavia.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of Kane County, Illinois that the annexation of the Batavia section of the Illinois Prairie Path to the City of Batavia, is granted and that the President and Secretary of the District be, and hereby are, authorized and directed to execute this annexation agreement and deliver same to the City of Batavia.

Passed and approved on this the 10th day of May, 2016.

Philip Lewis
Secretary, Forest Preserve District
Kane County, Illinois

Michael Kenyon
President, Forest Preserve District
Kane County, Illinois

ANNEXATION AGREEMENT
BETWEEN THE CITY OF BATAVIA
AND THE FOREST PRESERVE DISTRICT OF KANE COUNTY

This annexation agreement is made and entered into by the FOREST PRESERVE DISTRICT OF KANE COUNTY (herein "the District"), and the City of Batavia, an Illinois Municipality (herein "the City").

WITNESSETH

WHEREAS, the District is the owner of certain real property commonly known as the Illinois Prairie Path located in Sections 26 and 27 in Batavia Township, Kane County Illinois, and legally described on Exhibit A and depicted on the Plat of Annexation as Exhibit B attached hereto (herein "the Subject Property"), and

WHEREAS, the Subject Property is currently improved with multi-use trail that connects to other regional trails to the east and west,

WHEREAS, portions of the trail are already located within the City of Batavia, while other sections remain unincorporated; and

WHEREAS, the Subject Property is part of an "island" of unincorporated property that is bordered by property that is presently incorporated into the City; and

WHEREAS, the City is making safety improvements to the crossings of the trail at Hart, Raddant and Wagner Roads at no expense to the District; and

WHEREAS, in order to enforce its laws within the area with the crossing improvements, the City has requested the District to annex the remaining parts of the trail into the City limits; and

WHEREAS, the Subject Property is not presently located within the corporate limits of any municipality, but is contiguous to and may be annexed to the City as provided Article 7 of the Municipal Code; and,

WHEREAS, the District and the City agree that it is in the best interest of the District and the City to annex the Subject Property to the city of Batavia, and

WHEREAS, due and proper notice of the proposed annexation of the Subject Property has been given to the Trustees of the Batavia Fire Protection District, Batavia Township and the Batavia Township Commissioner of Highways, more than ten (10) days prior to any action being taken on the annexation of the Subject Property; and

WHEREAS, all other and further notices, publications, procedure, public hearings and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Subject Property have been given, made, held and performed by the City as required by Section 7-1-8 and Section 11-15.1-1 et seq. of the Illinois Municipal Code, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the City; and

WHEREAS, this Agreement is made and entered into by the parties hereto pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code; and

WHEREAS, the corporate authorities of the City have duly considered all necessary petitions to enter into this Agreement, and have further duly considered the terms and provisions of the Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.

NOW THEREFORE, the parties agree as follows:

1. The District agrees that they will allow annexation of the Subject Property to the City, thus giving the City the opportunity to reduce in size an "island" of unincorporated property in the incorporated property of the City.
2. In consideration for the District agreeing to annex the Subject Property to the City, the City agrees to waive any and all fees related to the annexation and rezoning of the Subject Property.
3. City agrees to annex the Subject Property to the City of Batavia within sixty (60) days of execution of this Agreement, and, to enact such ordinances, adopt such resolutions, and take such other actions as are necessary to zone the property as POS Parks and Open Space District as soon as practicable after the annexation.
4. The zoning pursuant hereto shall create a permanent zoning classification for the property (unless changed by the City at the District's request or the request of their successors in interest), which shall remain in effect throughout the term of this Agreement and thereafter until amended in the manner provided by law for the amendment of zoning classifications. Except for such amendment such zoning shall not expire at any time or upon the happening of any event or the failure of any event to occur.
5. This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute, and by City Ordinance. If any of the terms of this Agreement, or the annexation or zoning of the property, is challenged in any Court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the property or any ordinance enacted by the City pursuant to this Agreement.
6. Force Majeure. For purposes of this agreement, "force majeure" shall mean the occurrence of an event which materially interferes with the ability of a party to perform its obligations or duties hereunder which is not within the reasonable control of the party affected, not due to malfeasance, and which could not with the exercise of due diligence have been avoided ("Force Majeure"), including, but not limited to, fire, accident, labor difficulty, strike, riot, civil commotion, act of God, delay or errors by shipping companies or change in Law. A "Force Majeure" shall not excuse such party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the continuation of the Force Majeure. The party

prevented from performing its obligations or duties because of a Force Majeure shall promptly notify the other party hereto of the occurrence and particulars of such Force Majeure and shall provide the other party, from time to time, with its best estimate of the duration of such Force Majeure and with notice of the termination thereof. The party so affected shall use its best efforts to avoid or remove such causes of nonperformance. Upon termination of a Force Majeure, the performance of any suspended obligation or duty shall promptly recommence. Neither party shall be liable to the other party for any direct, indirect, consequential, incidental, special, punitive or exemplary damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Annexation Agreement by reason of the occurrence of a Force Majeure.

7. Notices. Any notice required or permitted by the provision of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the parties at the following addresses, or at such other addresses as the parties may, by notice, designate:

If to the City:

Bill McGrath, City Administrator
City of Batavia
100 N. Island Avenue
Batavia, Illinois 60510

With a Copy to:
Kevin Drendel, City Attorney
111 Flinn Street
Batavia, Illinois 60510

If to the Owners:

Forest Preserve District
of Kane County
1996 S. Kirk Road, Suite 320
Geneva, IL 60134
Monica Meyers
Executive Director

With a Copy to:
Patrick M Kinally
Kinnally, Flaherty, Krentz, Loran,
Hodge & Masur, P.C.
2114 Deerpath Road
Aurora, IL 60506

8. This Agreement shall be binding upon the parties hereto, and upon their respective successors, heirs and assigns.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement this 10th day of May, 2016.

CITY OF BATAVIA

Mayor

ATTEST:

City Clerk

FOREST PRESERVE DISTRICT OF KANE COUNTY

Michael J. Kenyon, President

Philip Lewis, Secretary

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

EXHIBIT A

Legal Description of Subject Property

Legal Description

Common Address:

P.I.N.

12-27-400-013

12-26-300-002

12-26-300-012

12-26-401-018

12-26-426-016

12-26-426-021

EXHIBIT B

Map of Territory Annexed

Map of Territory to be Annexed

Part of the South 1/2 of Section 26 and Part of the Southeast 1/4 of Section 27, Township 39 North, Range 8 East of the third Principal Meridian in LKane County, Illinois.

N

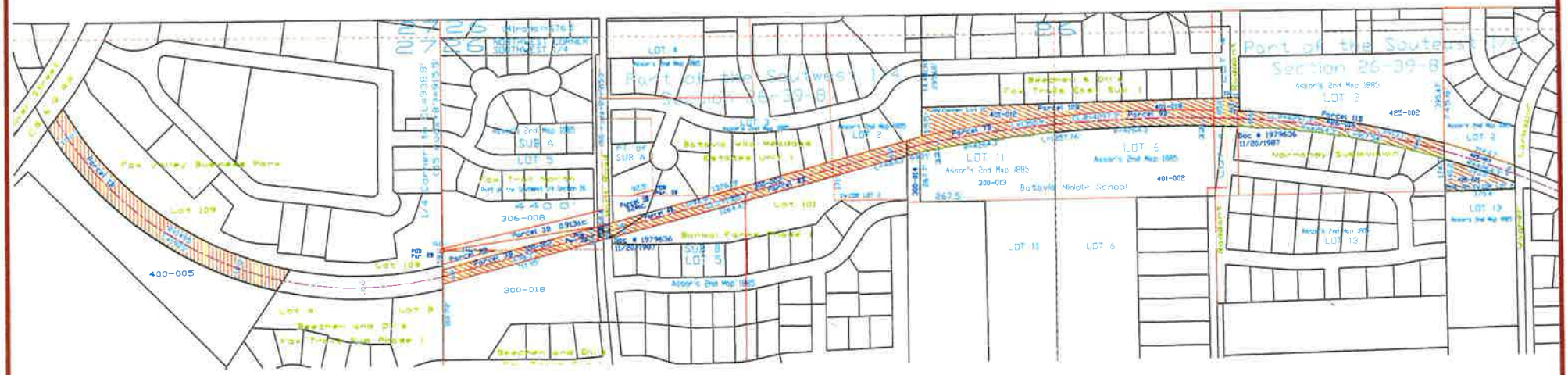


Exhibit A

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.

BATAVIA Since 1833 CITY OF ENERGY

Zoning Map Amendment for Illinois Prairie Path

0 250 500 1,000 Feet

SOURCE: BATGIS, KANEGIS DATE: 7/26/2016

CITY OF BATAVIA

MEMO TO: Committee of the Whole
Government Services

FROM: Gary J. Schira
Chief of Police

DATE: October 17, 2016

SUBJECT: Ordinance 16-65 Liquor Code Changes – Amending Class H Liquor License to Create a Nano-Brewery License

Attached is Ordinance 16-65 amending Title 3, Chapter 3 of the Batavia Municipal Code by creating subclasses of the Class H Liquor License to accommodate Micro-Breweries and Nano-Breweries. This Class License (either H-1, H-2 or H-3) will allow a person having a valid State Brew Pub License or Craft Brewer License to sell beer that is brewed on the premises or brewed and transferred on to premises as permitted by the State Liquor Code to the public at retail for consumption on the premises or in packages for consumption off premises.

Batavia residents David and Heidi Files of Energy City Brewing LLC have rented from Batavia Enterprises, Inc. a location at 2 ½ W. Wilson St., Suite A-1 (below Limestone Coffee) and wish to open a Nano-Brewery there. We are in the process of doing the background investigation on their Class H-3 Nano-Brewery Liquor License request.

Please approve Ordinance 16-65 at your Tuesday, October 25, 2016 Committee of the Whole meeting and recommend approval at the Monday, November 7, 2016 City Council Meeting. You would only be approving the creation of the subclasses of Class H Licenses at this time, not approving the license for this applicant. That will come at a subsequent meeting. If you have any questions, please contact me.

Copy to: L. Newman, City Administrator
Department Heads
City Attorney
Economic Development
D/C Autenrieth
S. Mazza
K. Bretz
T. Doggett
J. Armbrust

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-65

REVISING TITLE 3 CHAPTER 3 OF THE BATAVIA MUNICIPAL CODE ADDING LIQUOR LICENSE CLASSIFICATIONS FOR BREWERIES

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 16-65

REVISING TITLE 3 CHAPTER 3 OF THE BATAVIA MUNICIPAL CODE AMENDING AND ADDING LIQUOR LICENSE CLASSIFICATIONS FOR BREWERIES

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. Title 3, Chapter 3, Section 3-3-15 of the Batavia Municipal Code is hereby revised by amending Subsection H as follows:

H. Class H - Brewery Licenses: Class H licenses authorize a person having a valid State brewpub license or craft brewer license to sell beer that is brewed on the premises or brewed and transferred on to premises as permitted by the State Liquor Code to the public at retail for consumption on the premises or in packages for consumption off premises. Each microbrewery location in the City, even if owned by the same person(s), must have a separate class H Brewery license to sell beer at retail on each premises where beer is sold at retail. Class H licenses are divided into the following subclasses:

a. Class H-1 Micro-Brewery 1 License is not limited as to the volume of retail or non-retail sale, except as limited by State law;

b. Class H-2 Micro-Brewery 2 License, limited to the sale at retail up to 15,000 gallons of beer on the premises in one year (without limit as to non-retail sale); and

c. Class H-3 Nano-Brewery License, limited to the sale at retail of up to 2500 gallons of beer on the premises in one year (without limit as to non-retail sale).

SECTION 2. Title 3, Chapter 3, Section 3-3-18 of the Batavia Municipal Code is hereby amended by eliminating the annual fee for Class H license and inserting the fee for Class H-1 license as $1300, inserting the annual fee for the Class H-2 license as $1000 and inserting the annual fee for Class H-3 license as $300.

SECTION 3. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

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

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

_____
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien									
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

R:\Secretary\Clients - Municipal\City of Batavia\Liquor\2016 Amendments\Ord. Amending the Liquor Code License for Breweries.doc

CITY OF BATAVIA

DATE: October 28, 2016

TO: Committee of the Whole

FROM: Joel Strassman, Planning and Zoning Officer

SUBJECT: Crash Champions Auto Body Repair (2080 Main St) and Vacant Property (2150 Main St)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachments

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

c	Mayor	Department Heads
	Applicant	Media

NARRATIVE

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

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

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

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

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

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

COMPREHENSIVE PLAN AMENDMENT

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

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

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

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

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

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

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

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

RESPONSE: This goal is not applicable.

Goal 5. Coordinate land use and transportation planning.

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

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

RESPONSE: This goal is not applicable.

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

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

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

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

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

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

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

RESPONSE: This goal is not applicable.

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

RESPONSE: This goal is not applicable.

RE-ZONING APPLICATION

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

PLANNED DEVELOPMENT OVERLAY STANDARDS

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

3.101 Purposes

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

A. To modify development regulations of this Title to implement the Comprehensive Plan.

B. Provide opportunities for unique or mixed-use development.

C. Provide opportunities for development intensity greater than permitted by base district regulations for affordable housing, senior housing, and congregate living facilities.

Section 3.102 provides:

3.102 Use of a Planned Development Overlay Zoning District

A. ***Extent.*** A Planned Development Overlay Zoning District (PD) may overlay all or part of any base district or contiguous districts. Base district regulations shall apply except to the extent modified by an overlay district. The Official Zoning Map shall identify the area covered by each PD.

B. ***Use of the PD Zoning District.*** A PD may only be adopted for one or more of the following:

1. To modify development regulations of this Title to implement policies in the Comprehensive Plan.

2. To permit unique or mixed-use development.

3. To permit development intensity greater than permitted by base district regulations for affordable housing, senior housing, and congregate living facilities.

4. To permit a concurrent review of structures and neighborhood design, including lot pattern.

C. ***Limitations.***

1. A PD shall not be used to add, eliminate, or restrict uses permitted in the base district regulations.
2. A PD shall be applied only to contiguous property so as to create a unified and cohesive development.

RESPONSES:

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

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

PUD MODIFICATIONS

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

CONDITIONAL USE APPLICATION

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

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

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

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

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

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

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

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

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

DESIGN REVIEW APPLICATION

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

5.604 Design Review Approval

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

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

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

1. The project is consistent with applicable design guidelines.

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

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

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

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

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

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

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

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

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-66

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

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

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

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

Prepared by:

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-66

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

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

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

> **2080 MAIN STREET:** LOTS 10, 12 AND 13 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA,KANE COUNTY, ILLINOIS, A RESUBDIVISION OF PART OF LOT 10, AND LOTS 11, 12 AND 13 OF UNIT NO. 2, WINDMILL LAKES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS. PIN 12-20-401-020, 12-20-401-023, AND 12-20-401-026
>
> **2150 MAIN STREET:** THE SOUTHERLY 270.0 FEET OF LOT 11 AND LOT 16 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS. PIN 12-20-401-025 AND 12-20-401-035; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

Jeffery D. Schielke, Mayor

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

ATTEST:

_____

Heidi L. Wetzel, City Clerk

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-67

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

2080 MAIN STREET

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

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

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

Prepared by:

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-67

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

2080 MAIN STREET

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

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

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

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

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

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

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

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

   b. The existing front landscape setback of 0 feet in the vicinity of the Main Street entrances where 25 feet is required;
   c. The existing side landscape setbacks of less than 10 feet where 10 feet is required; and
   d. Omission of the required raised walkway or planting bed between the east wall of the building and the adjacent parking spaces;
2. Modification to Section and Table 4.205.B to allow existing parking spaces and aisles to be less than the required dimensions, and to allow the proposed east parking spaces to have an aisle width of approximately 21 feet where 25 feet is required;
3. Modification to Section 4.211.B.1 to omit parking lot landscape islands and shade trees for every10 spaces for areas of existing parking;
4. Modification to Section 4.211.B.2 to allow a narrower lot landscape island without a tree at the north end of the parking spaces along the east wall of the building and to omit the landscaped island at the south end;
5. Modification to Section 4.211.B.3 to allow existing concrete parking lot light pole bases of approximately 4 feet in height where a height of 18 inches is the maximum;
6. All vehicle repair work take place inside the building;
7. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
8. Opening in or damage to the fence or gate must be repaired within 72 hours;
9. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
10. My Properties shall not object to the City's formation of a special service area for the maintenance of Windmill Creek common facilities;
11. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner's association is not formed; and

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

1. The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general.
   Finding: The area is characterized by having automobile-oriented uses, uses that have been compatible with surrounding properties for many years. The proposed conditional use would be a similar use;

2. The proposed use, as conditioned, conforms with the purposes, intent, and policies of the Comprehensive Plan and any applicable area, neighborhood, or other plan adopted by the City Council.
   Finding: As proposed, and with an approved planned development, both imposing the suggested use limitations and conditions, the use would conform with Comprehensive Plan. There is no other adopted City plan for this area;

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

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

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

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

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

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

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

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

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

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

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

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

1. Modifications to Table 2.604 to allow:
    a. The existing west building setback of 0 feet where 10 feet is required;
    b. The existing front landscape setback of 0 feet in the vicinity of the Main Street entrances where 25 feet is required;
    c. The existing side landscape setbacks of less than 10 feet where 10 feet is required; and
    d. Omission of the required raised walkway or planting bed between the east wall of the building and the adjacent parking spaces;
2. Modification to Section and Table 4.205.B to allow existing parking spaces and aisles to be less than the required dimensions, and to allow the proposed east parking spaces to have an aisle width of approximately 21 feet where 25 feet is required;
3. Modification to Section 4.211.B.1 to omit parking lot landscape islands and shade trees for every10 spaces for areas of existing parking;
4. Modification to Section 4.211.B.2 to allow a narrower lot landscape island without a tree at the north end of the parking spaces along the east wall of the building and to omit the landscaped island at the south end;
5. Modification to Section 4.211.B.3 to allow existing concrete parking lot light pole bases of approximately 4 feet in height where a height of 18 inches is the maximum;
6. All vehicle repair work take place inside the building;
7. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
8. Opening in or damage to the fence or gate must be repaired within 72 hours;
9. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
10. My Properties shall not object to the City's formation of a special service area for the maintenance of Windmill Creek common facilities;
11. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner's association is not formed.

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

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

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

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

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

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

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

_____

Jeffery D. Schielke, Mayor

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

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

ATTEST:

_____

Heidi L. Wetzel, City Clerk

Exhibit A

Lot 11
Lot 9
Lot 16
Lot 15
Lot 12
Lot 14
Lot 10
Lot 4
Lot 18
Lot 13
Lot 8
Lot 7
Lot 6
Lot 5
Main Street

2080 E. Main Street
One-Story Frame Building
14,875 Sq. Ft.

REMOVE CATCH BASIN
RIM: 703.01
6" PVC (SE): 700.81

REMOVE 6" PVC STORM SEWER, 37 LF

REMOVE CONCRETE RETAINING WALLS
FILL TRUCK DOCK

REMOVE BOLLARDS

REMOVE CONCRETE
SIDEWALK, 2315 SF

REMOVE 2'x2' PILLARS
TYP (5 TOTAL)

REMOVE BUILDING OVERHANG

RELOCATE GAS METER

REMOVE CLEANOUT

REMOVE SANITARY MANHOLE
RIM: 706.02
6" PVC (W): 703.62
6" PVC (N): 703.57

REMOVE CONCRETE PAVEMENT, 3249 SY
SAWCUT PAVEMENT

REMOVE 12" RCP
STORM SEWER, 71 LF

SITE BENCHMARK #2
SE FLANGE BOLT
ELEV: 707.72

REMOVE CURB & GUTTER, 304 LF

REMOVE 6" PVC
SANITARY SEWER, 120 LF

REMOVE CATCH BASIN
RIM: 705.49
12" RCP (N): 700.94
12" RCP (E): 700.89

REMOVE 12" RCP
STORM SEWER, 71 LF

REMOVE CATCH BASIN
RIM: 705.77
12" RCP (E): 701.57
12" RCP (S): 701.57

REMOVE 12" RCP
STORM SEWER, 55 LF

EXISTING
OVERLAND
FLOW ROUTE

SITE BENCHMARK #1
SE FLANGE BOLT
ELEV: 707.45

SCALE: 1" = 30'

For Permitting Only

For City of Batavia Use

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

PROJECT STAFF

PROJECT MANAGER:	
ENGINEER:	DALE MARTING, P.E.
ENGINEER:	
ENGINEER:	
TECHNICIAN:	MIKE DAVISON
TECHNICIAN:	

TROTTER ASSOCIATES, INC.
ENGINEERS AND SURVEYORS
400 W. Union Road, Suite D
Oswego, Illinois 60543
Ph. 630-587-0170 • Fax 630-587-0175

Crash Champions - Batavia Auto Body

Overall Existing Site Conditions and Demolition Plan

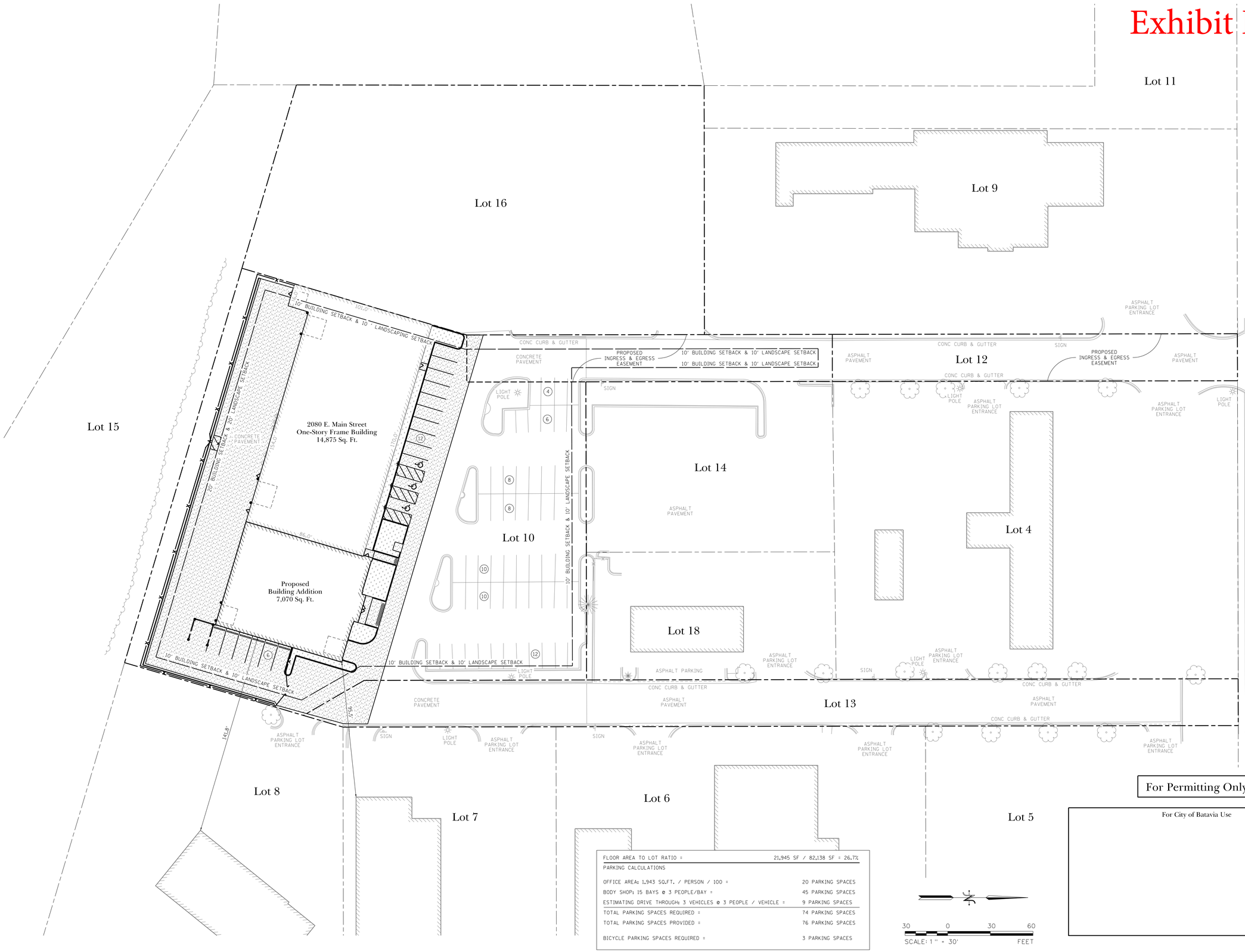
Batavia, Kane County, Illinois

Project No.:	CCA001
Base File:	
Sheet File:	C.1.dgn
Issue Date:	9/26/2016
Scale:	1" = 30'

Sheet Number

C.1

Exhibit B



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

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

PROJECT STAFF
PROJECT MANAGER:
ENGINEER: DALE MARTING, P.E.
ENGINEER:
ENGINEER:
TECHNICIAN: MIKE DAVISON
TECHNICIAN:

TROTTER ASSOCIATES, INC.
ENGINEERS AND SURVEYORS
400 W. Wilson Road, Suite D
Glen Ellyn, Illinois 60137
Ph. 630-587-0170 • Fax 630-587-0175

Crash Champions - Batavia Auto Body

Overall Proposed Improvements Site Plan

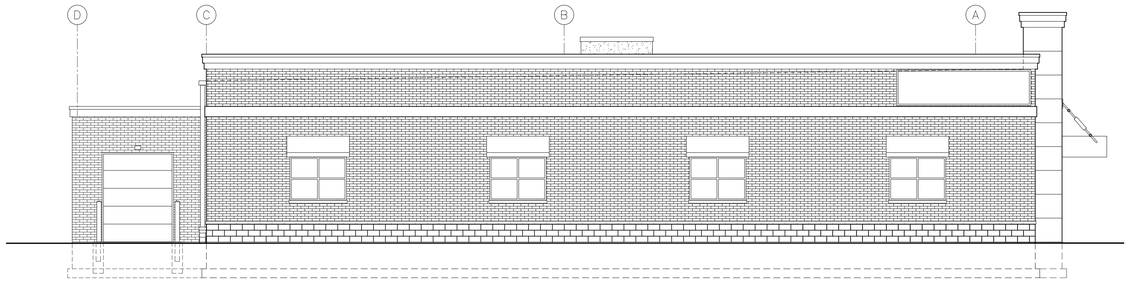
Batavia, Kane County, Illinois

Project No.:	CCA001
Base File:	
Sheet File:	C.2.dgn
Issue Date:	9/26/2016
Scale:	1" = 30'

Sheet Number

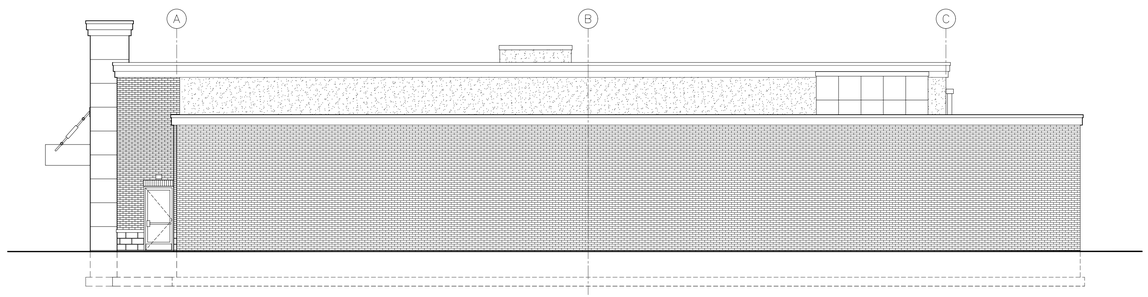
C.2

Exhibit C



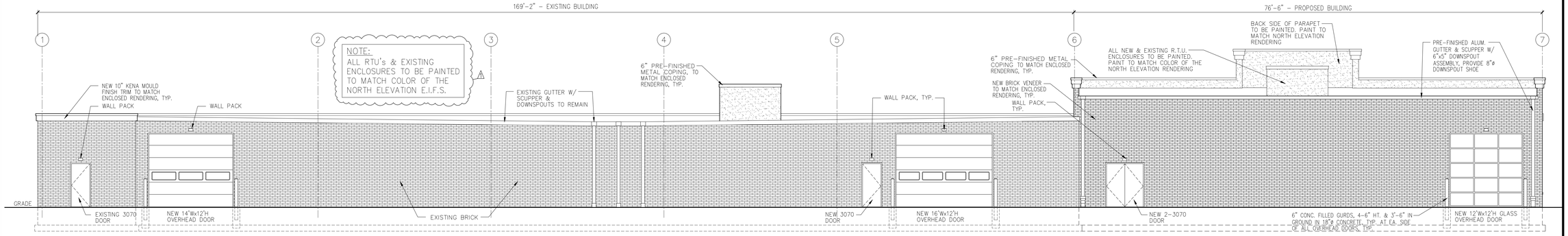
PROPOSED EAST ELEVATION

1/4" = 1'-0"



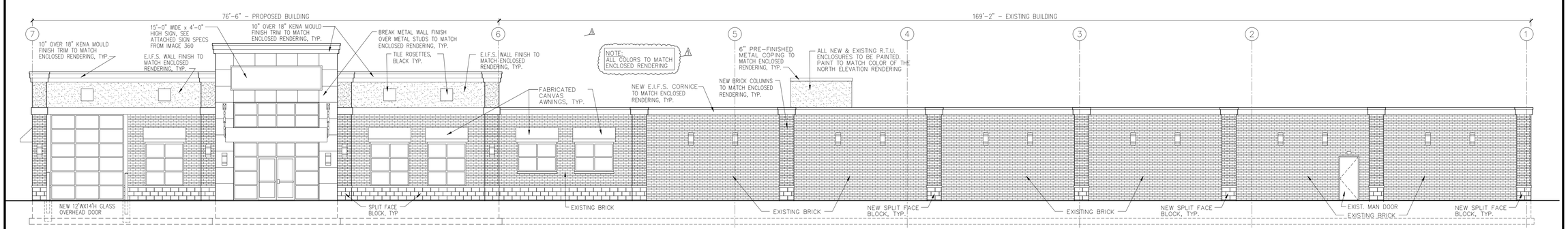
PROPOSED WEST ELEVATION

1/4" = 1'-0"



PROPOSED SOUTH ELEVATION

1/8" = 1'-0"



PROPOSED NORTH ELEVATION

1/8" = 1'-0"

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

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

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

DATE: 10-03-16

DRAWN BY: MES

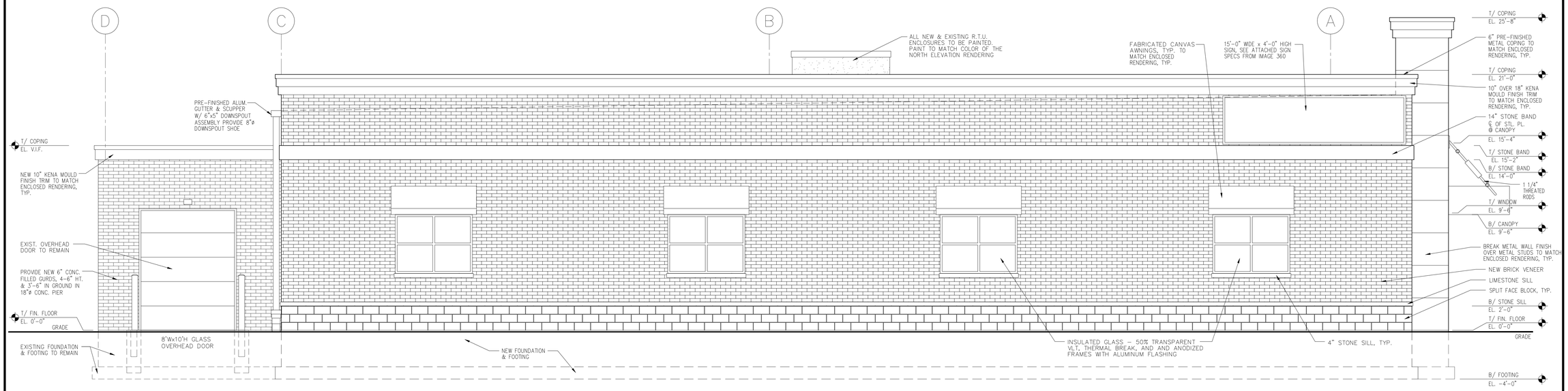
PREVIOUS NO.

PROJECT NO. 16041

SHEET NUMBER

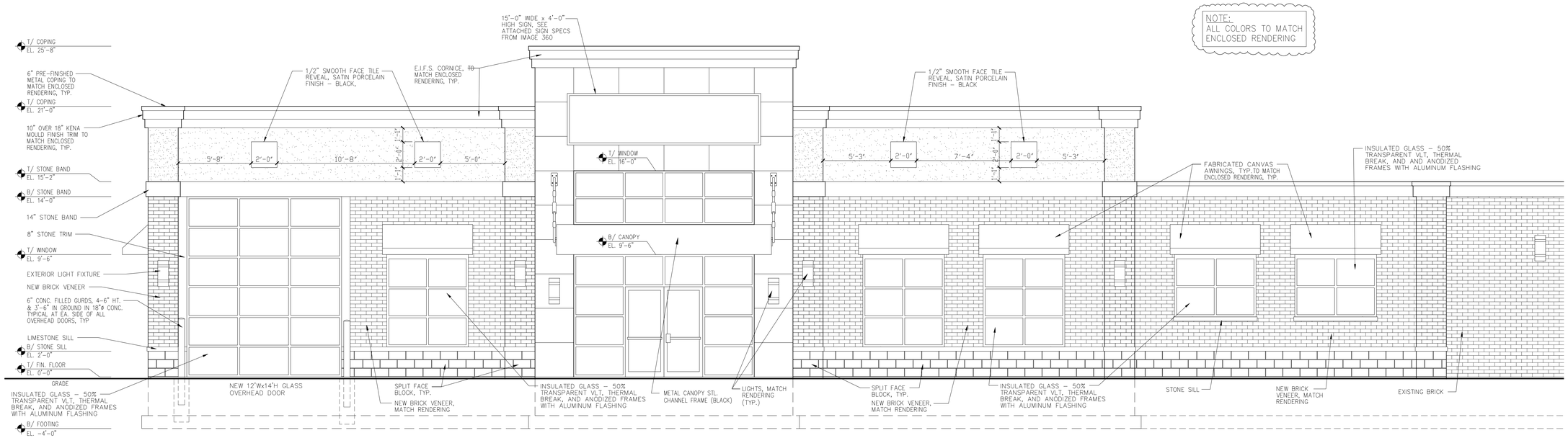
A-3

Exhibit D



PROPOSED EAST ELEVATION

1/4" = 1'-0"



PROPOSED PARTIAL NORTH ELEVATION

1/4" = 1'-0"

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

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

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

DATE: 10-03-16

DRAWN BY: MES

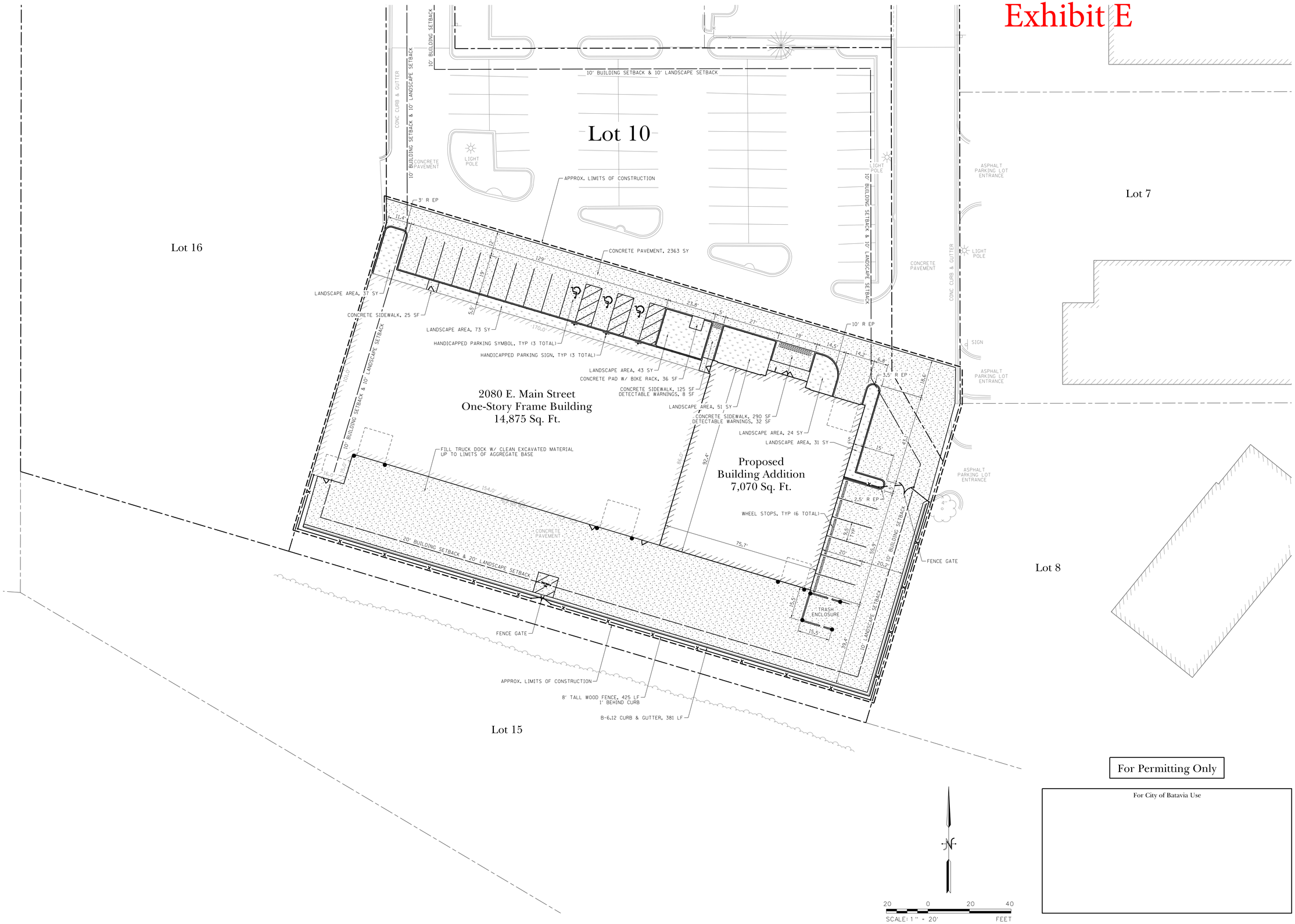
PREVIOUS NO.

PROJECT NO. 16041

SHEET NUMBER

A-3a

Exhibit E



For Permitting Only

For City of Batavia Use

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

PROJECT STAFF

PROJECT MANAGER:	
ENGINEER:	DALE MARTING, P.E.
ENGINEER:	
ENGINEER:	
TECHNICIAN:	MIKE DAVISON
TECHNICIAN:	

TROTTER ASSOCIATES, INC.
ENGINEERS AND SURVEYORS
400 W. Union Roadt, Suite D
Batavia, IL 60510
Ph. 630-587-0170 • Fax 630-587-0175

Crash Champions - Batavia Auto Body

Site Plan and Geometrics

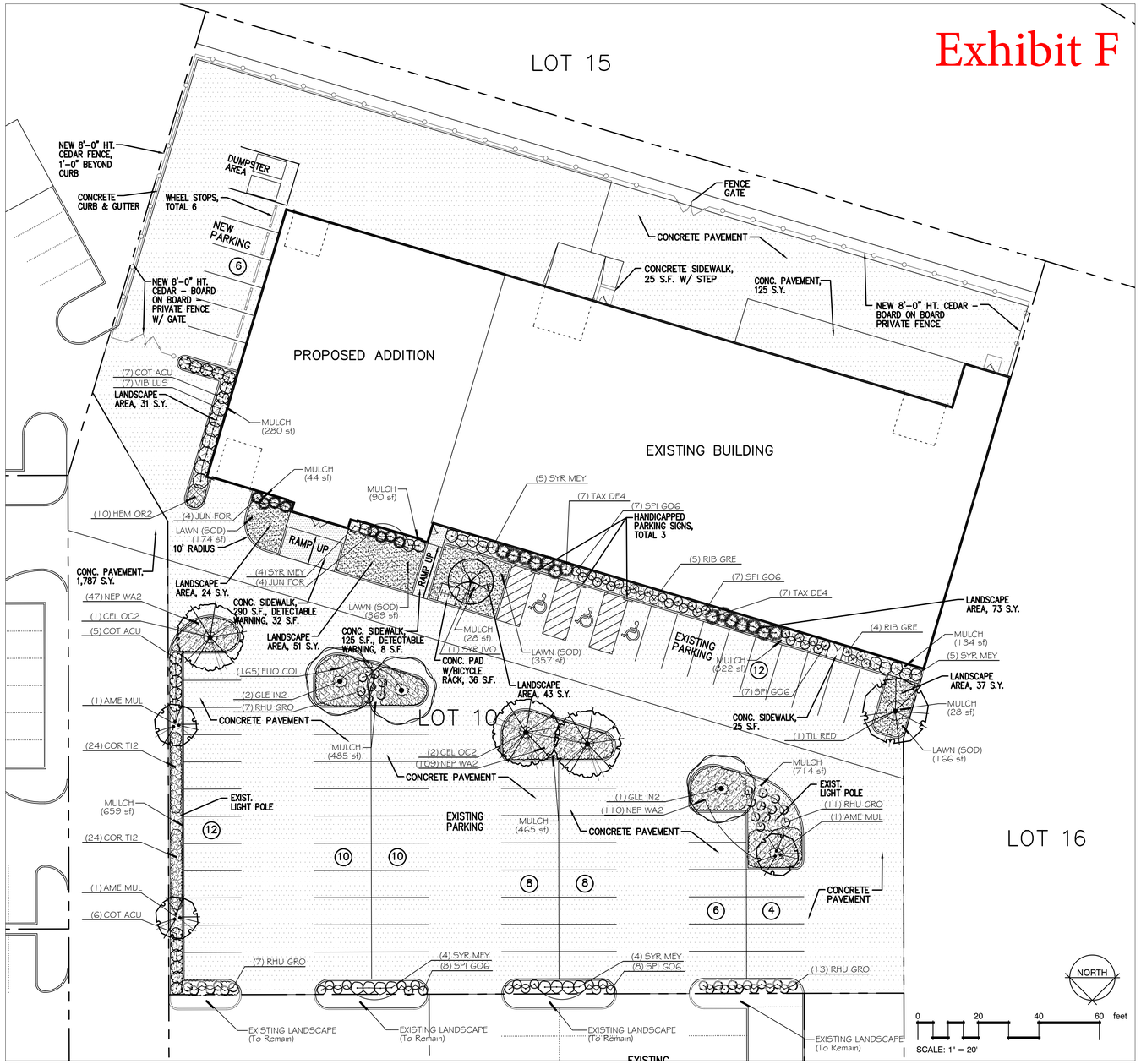
Batavia, Kane County, Illinois

Project No.:	CCA001
Base File:	
Sheet File:	C.3.dgn
Issue Date:	9/26/2016
Scale:	1" = 20'

Sheet Number

C.3

Exhibit F



PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
CEL OC2	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2.5"CAL	3
GLE IN2	GLEDITSIA TRIACANTHOS INERMIS `SUNBURST` / SUNBURST COMMON HONEYLOCUST	B & B	2.5"CAL	3
TIL RED	TILIA AMERICANA `REDMOND` / REDMOND AMERICAN LINDEN	B & B	3"CAL	1

UNDERSTORY TREES	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
AME MUL	AMELANCHIER CANADENSIS / SHADBLOW SERVICEBERRY MULTITRUNK	B & B	6` - 8` HT.	3
SYR IVO	SYRINGA RETICULATA `IVORY SILK` / IVORY SILK JAPANESE TREE LILAC	B & B	2"CAL	1

DECIDUOUS SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
COT ACU	COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER	B & B	36" HT.	18
RHU GRO	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	5 GAL	18" SPREAD	38
RIB GRE	RIBES ALPINUM `GREEN MOUND` / GREEN MOUND ALPINE CURRANT	B & B	24" HT.	9
SPI GOG	SPIRAEA JAPONICA `GOLDFLAME` / SPIREA	B & B	24" HT.	37
SYR MEY	SYRINGA MEYERI `PALIBIN` / DWARF KOREAN LILAC	B & B	30" HT.	22
VIB LUS	VIBURNUM DENTATUM `CHICAGO LUSTER` / CHICAGO LUSTER ARROWWOOD	B & B	36" HT.	7

EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
JUN FOR	JUNIPERUS CHINENSIS `SEA GREEN` / SEA GREEN JUNIPER	B & B	24" SPREAD	8

EXISTING EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
TAX DE4	TAXUS X MEDIA / DENSE YEW	EXISTING	3` HT.	14

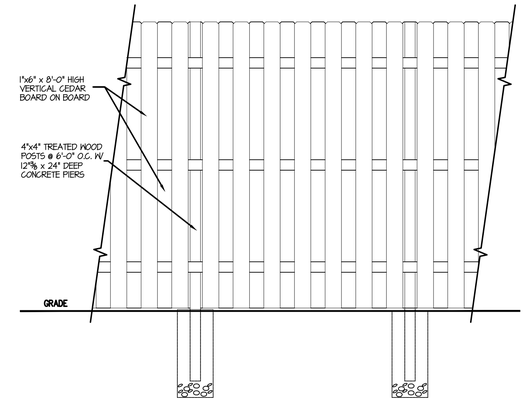
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPACING	QTY
COR TI2	COREOPSIS GRANDIFLORA `SUNRAY` / SUNRAY TICKSEED	QUART	18" - 24" HT.	24" o.c.	48
EUO COL	EUONYMUS FORTUNEI `COLORATA` / PURPLE-LEAF WINTER CREEPER	3" POT	6"-12" HT.	18" o.c.	165
HEM OR2	HEMEROCALLIS X `STELLA DE ORO` / STELLA DE ORO DAYLILY	CONT.	1 GAL.	18" o.c.	10
NEP WA2	NEPETA X FAASSENII `WALKERS LOW` / WALKERS LOW CATMINT	QUART	6" - 12" HT.	24" o.c.	266

SURFACE MATERIAL SCHEDULE

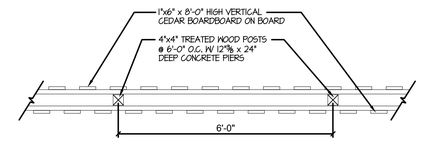
LAWN (SOD)	1,066 SF	
ASPHALT	43,889 SF	
MULCH	3,587 SF	

LANDSCAPE NOTES:

1. PLANT QUALITIES SHOWN IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN AND SHOULD NOT RELY ON THE PLANT SCHEDULE FOR DETERMINING QUANTIES.
2. ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR CROOKED/DISFIGURED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED. TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT SCHEDULE AS MULTI-STEM.
3. ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
4. ALL PLANTING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPER PLANTING BED AND TREE PIT PREPARATION, PLANTING MIX, PRUNING, STAKING AND GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE OF MATERIALS DURING CONSTRUCTION ACTIVITIES.
5. ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
6. THE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL OUTLINE PROPER MAINTENANCE PROCEDURES TO THE OWNER AT THE TIME OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, DEAD OR DISEASED MATERIALS SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE GUARANTEE PERIOD THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
7. ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AT A DISTANCE OF 8.5' FROM THE TRUNK.
8. ALL GRASS, CLUMPS, OTHER VEGETATION, DEBRIS, STONES, ETC., SHALL BE RAKED OR OTHERWISE REMOVED FROM PLANTING AND LAWN AREAS PRIOR TO INITIATION OF INSTALLATION PROCEDURES.
9. ANY AREAS TO BE LOAMED AND SEEDED WHICH HAVE NOT BEEN DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 1'-2' OF LOAM OVER SCARIFIED EXISTING SOILS. CARE SHOULD BE GIVEN TO NOT PLACE GREATER THEN 1" SOIL OVER EXPOSED ROOTS OF EXISTING TREES IN SUCH AREAS.
10. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/ REPLACE ANY UTILITY, PAVING, CURBING, ETC., WHICH IS DAMAGED DURING PLANTING OPERATIONS.
11. SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
12. REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
13. ALL PLANT MATERIAL ON THIS PLANTING PLAN REPRESENTS THE INTENTION AND INTENSITY OF THE PROPOSED LANDSCAPE MATERIAL. THE EXACT SPECIES AND LOCATIONS MAY VARY IN THE FIELD DO TO MODIFICATIONS IN THE SITE IMPROVEMENTS AND THE AVAILABILITY OF PLANT MATERIAL AT THE TIME OF INSTALLATION. ANY SUCH CHANGES MUST FIRST BE APPROVED BY THE VILLAGE IN WRITING
14. ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF ORGANIC SOIL AND MULCHED WITH A SHREDDED HARDWOOD BARK MATERIAL TO A MINIMUM 3" DEPTH.
15. ALL BEDS SHALL BE EDGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
16. ALL PARKWAYS AND PARKING LOT ISLANDS SHALL HAVE SOD AS A GROUNDCOVER, UNLESS OTHERWISE NOTED.
17. ALL LAWN AREAS ON THIS PLAN SHALL BE GRADED SMOOTH AND TOPPED WITH AT LEAST 4" OF TOPSOIL. ALL LAWN AREAS TO BE ESTABLISHED USING SOD UNLESS OTHERWISE NOTED.
18. THIS LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH TOP SOIL SUITABLE FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIAL PRESENTED ON THIS PLAN. IF ADDITIONAL TOP SOIL IS REQUIRED IT IS UP TO THE LANDSCAPE CONTRACTOR ON THE PROJECT TO PROVIDE, SPREAD AND PREPARE THE SITE AS NEEDED FOR THE IMPLEMENTATION OF THIS LANDSCAPE PLAN.
19. CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
20. ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
21. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
22. ALL PLANTINGS SHALL BE SPACED EQUAL DISTANT, BACK FILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED, AND HAVE ALL TAGS AND ROPES REMOVED.
23. TREES SHALL BE STAKED AND GUYED, AND HAVE A WATERING SAUCER AT BASE.
24. ALL BEDS TO BE BERMED 12" TO 24" ABOVE GRADE AND MEET DRAINAGE REQUIREMENTS.
25. LAWN AND BED AREAS SHALL BE ROTOTILLED, RAKED OF CLUMPS AND DEBRIS.
26. REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
27. PRUNE AND FERTILIZE ALL EXISTING VEGETATION TO REMAIN ON SITE.



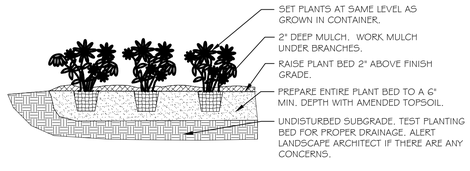
ELEVATION



PLAN

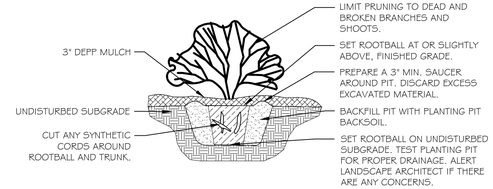
1 8' HIGH SOLID CEDAR FENCE

1/2" = 1'-0" 323129.23-03



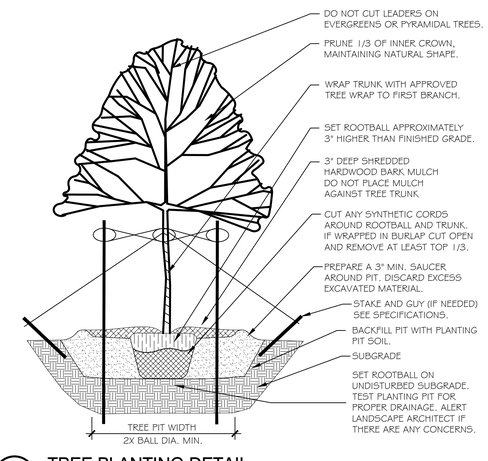
4 ANNUAL, PERENNIAL, & GROUNDCOVER DETAIL

NOT TO SCALE 329301-03



3 SHRUB PLANTING DETAIL

NOT TO SCALE 329333-01



2 TREE PLANTING DETAIL

NOT TO SCALE 329343-01

J. G. S.
LANDSCAPE ARCHITECTS
7751 W. Mc Carthy Road
Palos Park, Illinois 60464
office: 708.361.5124

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

Landscape Plan

Crash Champions

2080 Main Street
Batavia, Illinois

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

PREPARED FOR:

LOCATION:
Batavia, IL

DATE:
8-06-2016

SCALE:
1" = 30'

COMPUTER NAME:
Batavia_Lplan

JOB NUMBER:
SSG_42_2016

SHEET

L-1

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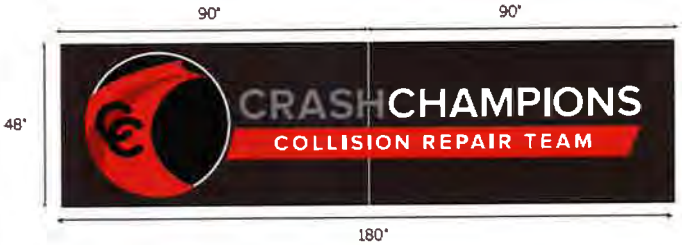
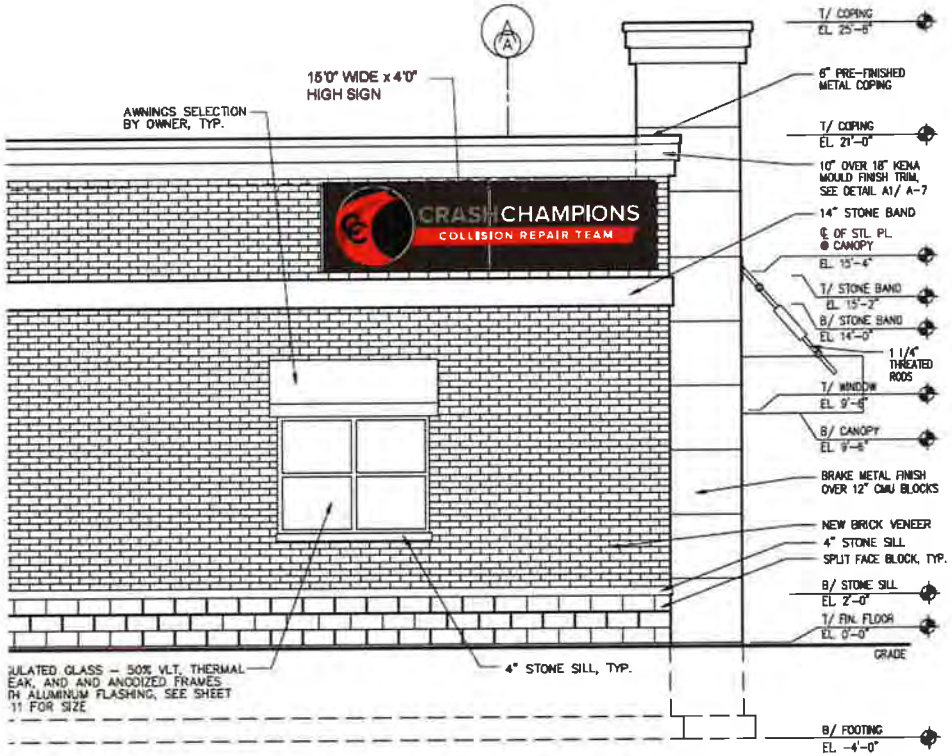
Channel Letters Mounted Flush to 3" Fabricated Wireway/Aluminum Pan
Grey, Red, Black, Burgundy Translucent Vinyl on White Acrylic Faces
Black Trimcap & Black Returns
White LED Illumination
UL Listed





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

approval		date	

3M AVERY® 2015 FRESHMAN PARTNER LINCOLN-WAY HIGH SCHOOL DISTRICT 210 FOUNDATION hp EPSON

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

SIDE VIEW

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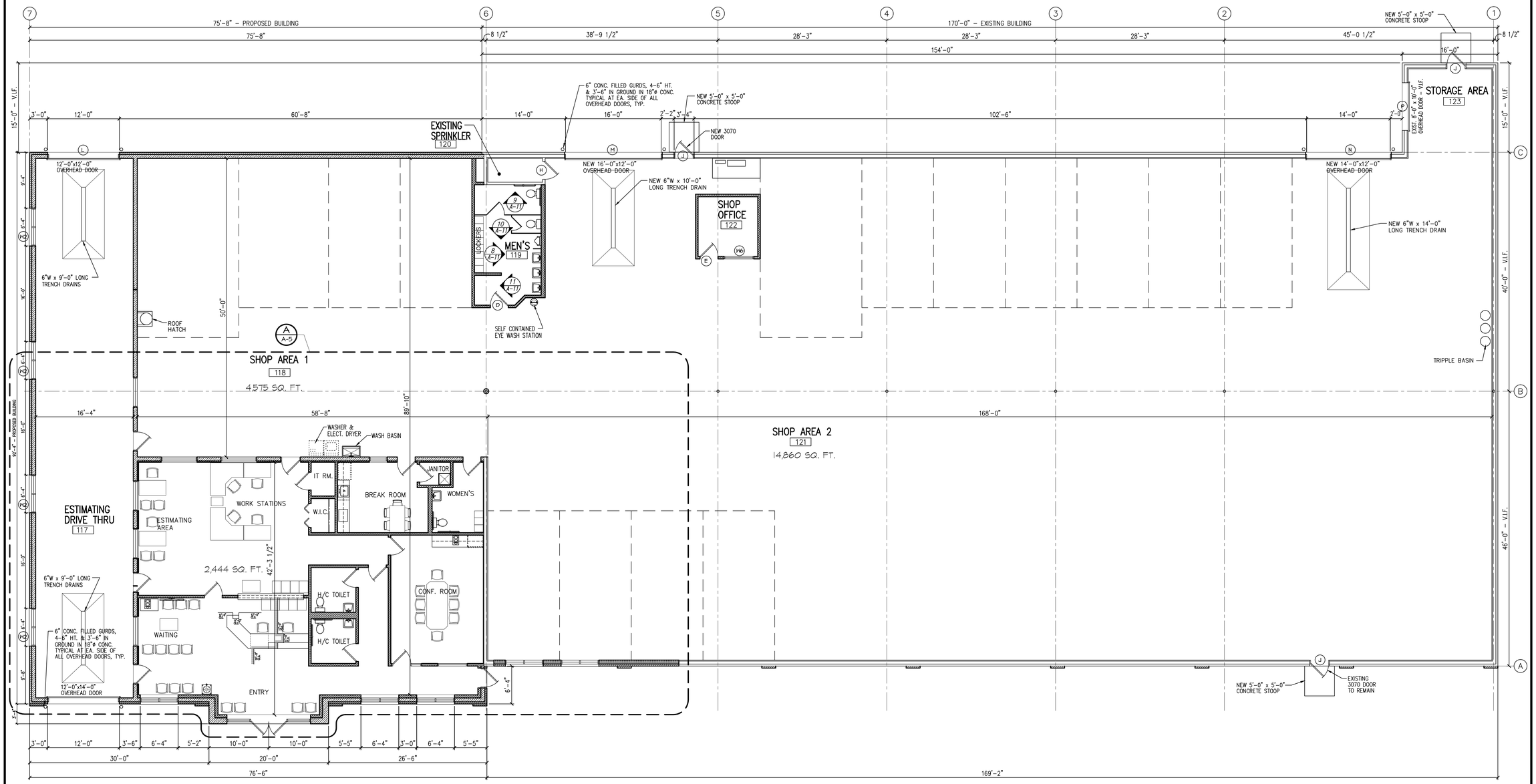
- i have reviewed the layout of all artwork elements (logos, fonts, etc.), copy, spelling and punctuation
- graphics shown are for approximate color and positioning only
- if a specific color match is required, the appropriate pantone color code must be used
- changes during production and/or final application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

approval		date	

3M AVERY® 2015 FRESHMAN PARTNER LINCOLN-WAY HIGH SCHOOL DISTRICT 210 FOUNDATION hp EPSON

Exhibit H



OVERALL FLOOR PLAN

21,918 SQ. FT.

1/8" = 1'-0"

NORTH

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

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

REV #	DATE:	REV. PER:

DATE: 08-16-16

DRAWN BY: MES

PREVIOUS NO.

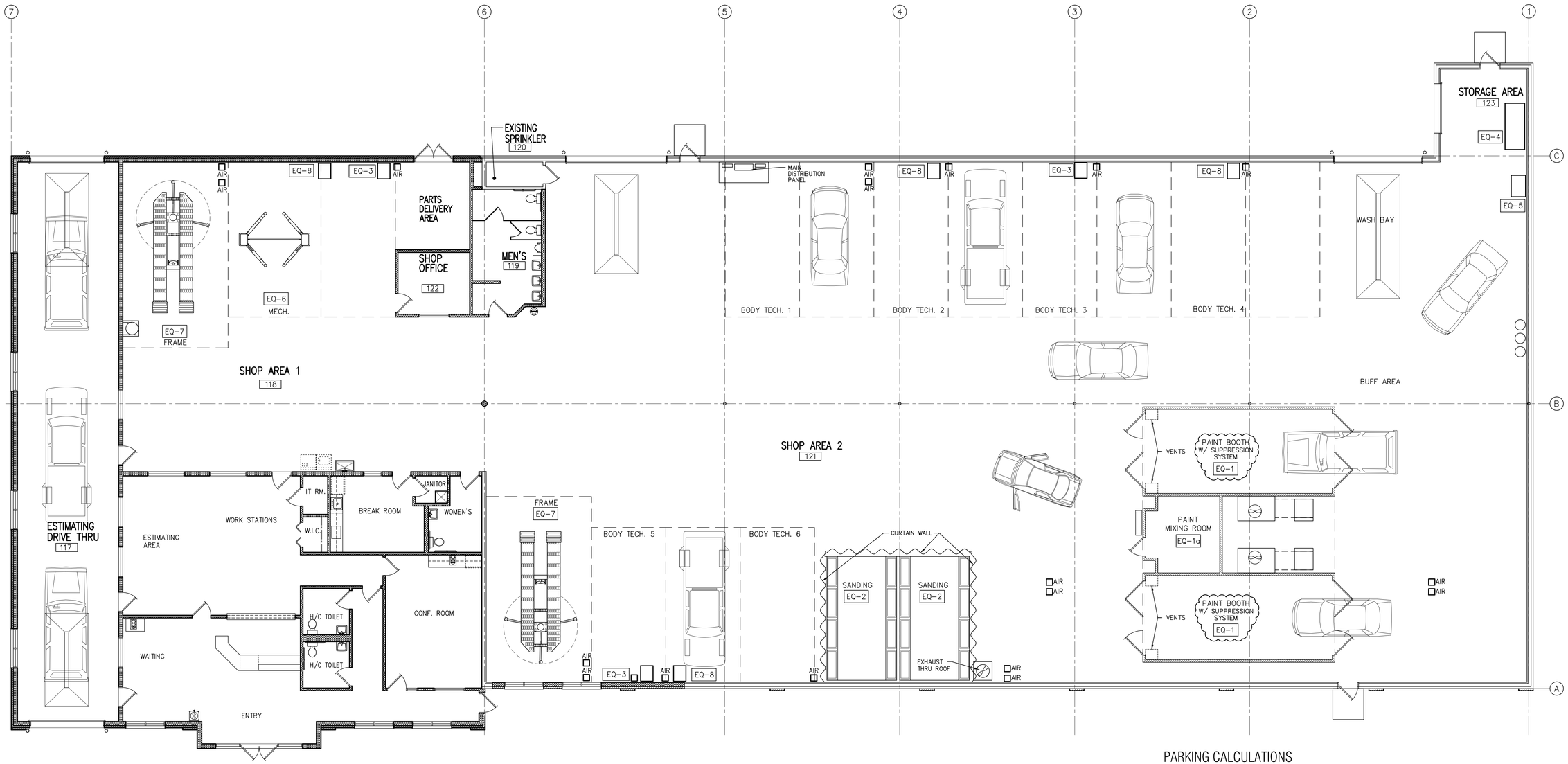
PROJECT NO. 16041

SHEET NUMBER

A-1

Exhibit I

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



PARKING CALCULATIONS

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

TOTAL: 74 PARKING SPACES

PARKING CALCULATIONS

1/8" = 1'-0"

NORTH

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gabe@idealcustomdesigns.com
www.idealcustomdesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

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

DATE: 09-22-16

DRAWN BY: MES

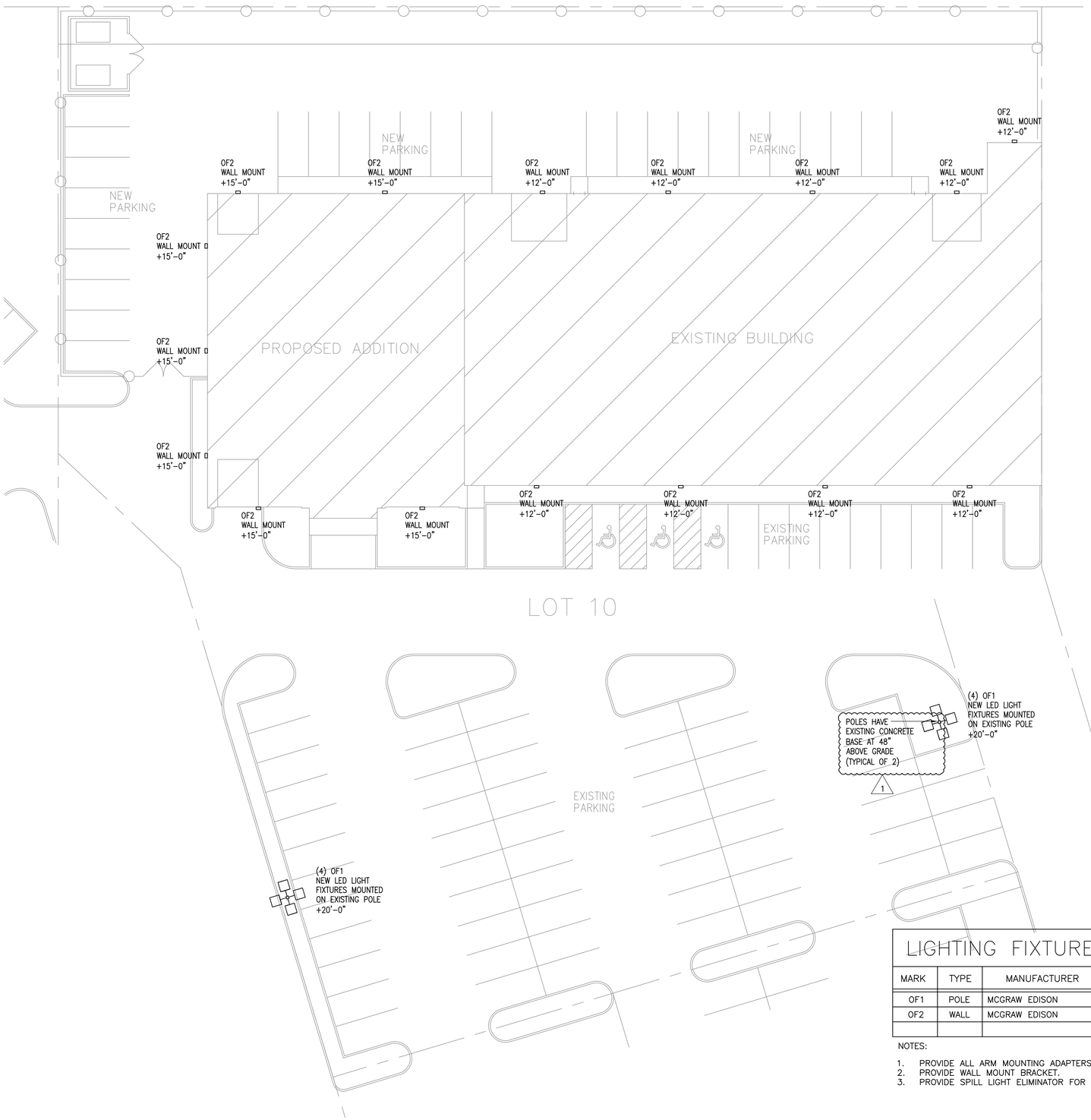
PREVIOUS NO.

PROJECT NO. 16041

SHEET NUMBER

A-2

Exhibit J, 1 of 2



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

PLAN NOTES:

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

2. IN GENERAL, THE HEIGHT OF EXTERIOR LIGHTING FIXTURES SHALL NOT EXCEED THE PREDOMINANT HEIGHT OF THE PRINCIPAL BUILDING TO WHICH IT RELATES.

LIGHTING FIXTURE SCHEDULE

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

NOTES:

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

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gabe@idealcustomdesigns.com
www.idealcustomdesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

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

DATE: 08-03-16

DRAWN BY: MES

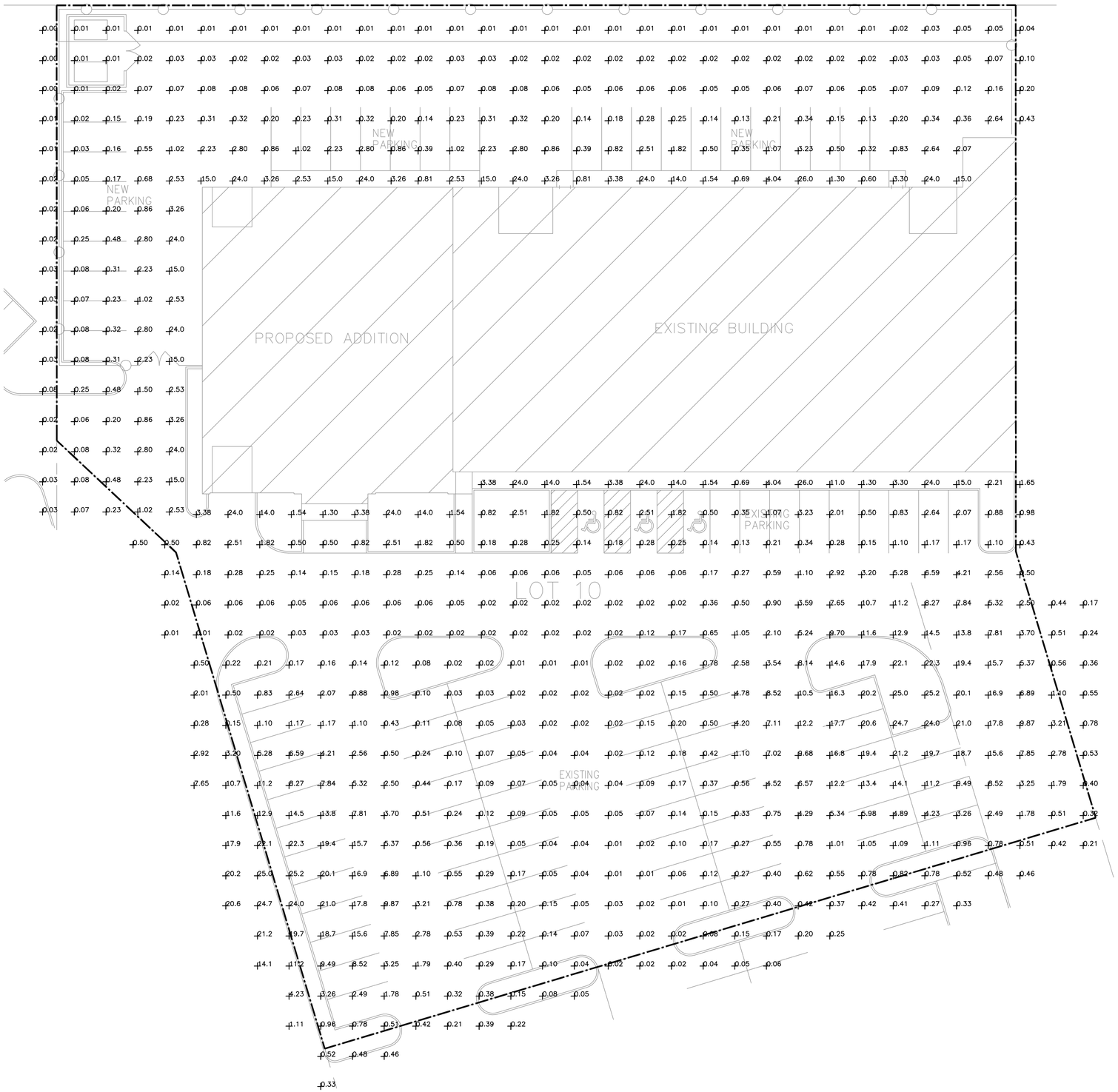
PREVIOUS NO.

PROJECT NO. 16041

SHEET NUMBER

E-4.1

Exhibit J, 2 of 2



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

PLAN NOTES:

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

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gabe@idealcustomdesigns.com
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CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

REV #	DATE:	REV. PER:

DATE: 08-03-16

DRAWN BY: MES

PREVIOUS NO.

PROJECT NO. 16041

SHEET NUMBER

E-4.2

McGraw-Edison

DESCRIPTION

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

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

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

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

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

Mounting
STANDARD ARM MOUNT: Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during assembly. When mounting two or more luminaires at 90° and 120° apart, the EA extended arm may be required. Refer to the arm mounting requirement table. Round pole adapter included. For wall mounting, specify wall mount bracket option. 3G vibration rated. QUICK MOUNT ARM: Arm is bolted directly to the pole and the fixture slides onto the quick mount arm and is secured via a single fastener, facilitating quick and easy installation. The versatile, patent pending, quick mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the quick mount arm enables wiring of the fixture without having to access the driver compartment. A knock-out enables round pole mounting.

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

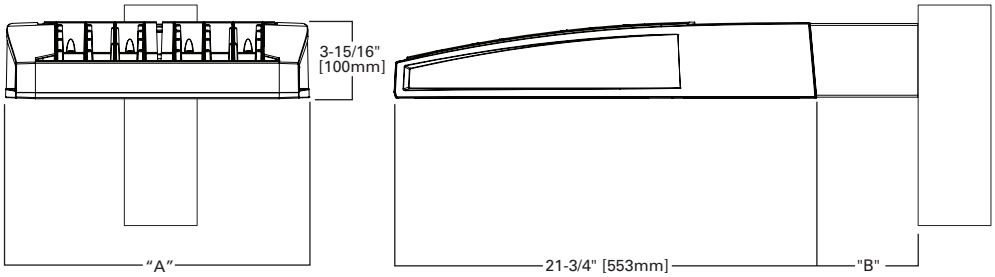
Warranty
Five-year warranty.

GLEON
GALLEON LED

1-10 Light Squares
Solid State LED

AREA/SITE LUMINAIRE

DIMENSIONS



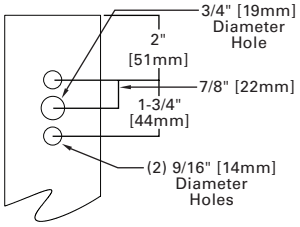
DIMENSION DATA

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

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

DRILLING PATTERN

TYPE "N"



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

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

EATON
Powering Business Worldwide

*www.designlights.org

McGraw-Edison

DESCRIPTION

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

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

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

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

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

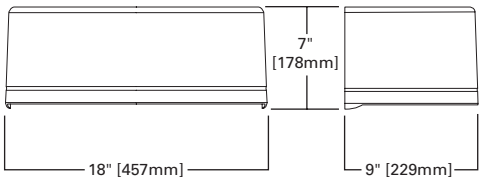
Mounting
Gasketed and zinc plated rigid steel mounting attachment fits directly to 4" j-box or wall with the Impact Elite "Hook-N-Lock" mechanism for quick installation. Secured with two captive corrosion resistant black oxide coated allen head set screws concealed but accessible from bottom of fixture.

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

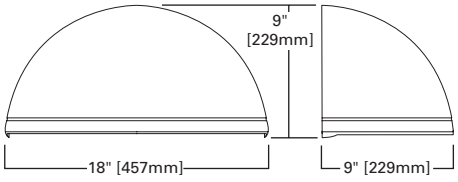
Warranty
Five-year warranty.

DIMENSIONS

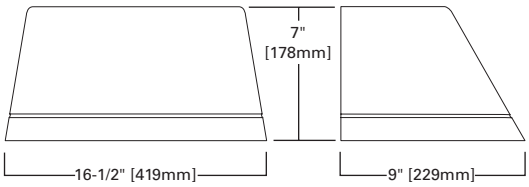
Cylinder



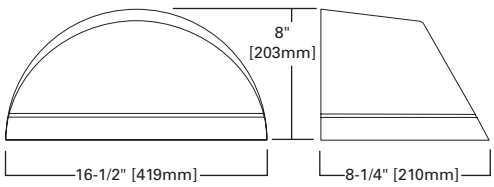
Quarter Sphere



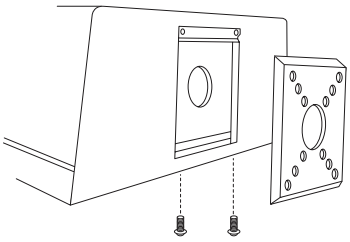
Trapezoid



Wedge



HOOK-N-LOCK MOUNTING



ISC/ISS/IST/ISW
IMPACT ELITE LED

1 - 2 LightBARs
Solid State LED

WALL MOUNT LUMINAIRE

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

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

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

EATON
Powering Business Worldwide

*www.designlights.org

CITY OF BATAVIA

DATE: October 28, 2016

TO: Committee of the Whole

FROM: Joel Strassman, Planning and Zoning Officer

SUBJECT: Crash Champions Auto Body Repair (2080 Main St) and Vacant Property (2150 Main St)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachments

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

c	Mayor	Department Heads
	Applicant	Media

NARRATIVE

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

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

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

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

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

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

COMPREHENSIVE PLAN AMENDMENT

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

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

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

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

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

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

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

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

RESPONSE: This goal is not applicable.

Goal 5. Coordinate land use and transportation planning.

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

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

RESPONSE: This goal is not applicable.

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

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

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

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

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

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

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

RESPONSE: This goal is not applicable.

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

RESPONSE: This goal is not applicable.

RE-ZONING APPLICATION

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

PLANNED DEVELOPMENT OVERLAY STANDARDS

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

3.101 Purposes

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

A. To modify development regulations of this Title to implement the Comprehensive Plan.

B. Provide opportunities for unique or mixed-use development.

C. Provide opportunities for development intensity greater than permitted by base district regulations for affordable housing, senior housing, and congregate living facilities.

Section 3.102 provides:

3.102 Use of a Planned Development Overlay Zoning District

A. ***Extent.*** A Planned Development Overlay Zoning District (PD) may overlay all or part of any base district or contiguous districts. Base district regulations shall apply except to the extent modified by an overlay district. The Official Zoning Map shall identify the area covered by each PD.

B. ***Use of the PD Zoning District.*** A PD may only be adopted for one or more of the following:

1. To modify development regulations of this Title to implement policies in the Comprehensive Plan.

2. To permit unique or mixed-use development.

3. To permit development intensity greater than permitted by base district regulations for affordable housing, senior housing, and congregate living facilities.

4. To permit a concurrent review of structures and neighborhood design, including lot pattern.

C. ***Limitations.***

1. A PD shall not be used to add, eliminate, or restrict uses permitted in the base district regulations.
2. A PD shall be applied only to contiguous property so as to create a unified and cohesive development.

RESPONSES:

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

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

PUD MODIFICATIONS

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

CONDITIONAL USE APPLICATION

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

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

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

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

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

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

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

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

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

DESIGN REVIEW APPLICATION

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

5.604 Design Review Approval

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

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

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

1. The project is consistent with applicable design guidelines.

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

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

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

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

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

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

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

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

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-66

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

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

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

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

Prepared by:

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-66

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

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

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

> **2080 MAIN STREET:** LOTS 10, 12 AND 13 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA,KANE COUNTY, ILLINOIS, A RESUBDIVISION OF PART OF LOT 10, AND LOTS 11, 12 AND 13 OF UNIT NO. 2, WINDMILL LAKES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS. PIN 12-20-401-020, 12-20-401-023, AND 12-20-401-026
>
> **2150 MAIN STREET:** THE SOUTHERLY 270.0 FEET OF LOT 11 AND LOT 16 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS. PIN 12-20-401-025 AND 12-20-401-035; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

Jeffery D. Schielke, Mayor

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

ATTEST:

_____

Heidi L. Wetzel, City Clerk

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-67

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

2080 MAIN STREET

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

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

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

Prepared by:

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-67

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

2080 MAIN STREET

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

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

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

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

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

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

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

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

   b. The existing front landscape setback of 0 feet in the vicinity of the Main Street entrances where 25 feet is required;
   c. The existing side landscape setbacks of less than 10 feet where 10 feet is required; and
   d. Omission of the required raised walkway or planting bed between the east wall of the building and the adjacent parking spaces;
2. Modification to Section and Table 4.205.B to allow existing parking spaces and aisles to be less than the required dimensions, and to allow the proposed east parking spaces to have an aisle width of approximately 21 feet where 25 feet is required;
3. Modification to Section 4.211.B.1 to omit parking lot landscape islands and shade trees for every10 spaces for areas of existing parking;
4. Modification to Section 4.211.B.2 to allow a narrower lot landscape island without a tree at the north end of the parking spaces along the east wall of the building and to omit the landscaped island at the south end;
5. Modification to Section 4.211.B.3 to allow existing concrete parking lot light pole bases of approximately 4 feet in height where a height of 18 inches is the maximum;
6. All vehicle repair work take place inside the building;
7. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
8. Opening in or damage to the fence or gate must be repaired within 72 hours;
9. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
10. My Properties shall not object to the City's formation of a special service area for the maintenance of Windmill Creek common facilities;
11. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner's association is not formed; and

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

1. The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general.
   Finding: The area is characterized by having automobile-oriented uses, uses that have been compatible with surrounding properties for many years. The proposed conditional use would be a similar use;

2. The proposed use, as conditioned, conforms with the purposes, intent, and policies of the Comprehensive Plan and any applicable area, neighborhood, or other plan adopted by the City Council.
   Finding: As proposed, and with an approved planned development, both imposing the suggested use limitations and conditions, the use would conform with Comprehensive Plan. There is no other adopted City plan for this area;

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

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

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

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

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

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

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

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

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

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

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

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

1. Modifications to Table 2.604 to allow:
    a. The existing west building setback of 0 feet where 10 feet is required;
    b. The existing front landscape setback of 0 feet in the vicinity of the Main Street entrances where 25 feet is required;
    c. The existing side landscape setbacks of less than 10 feet where 10 feet is required; and
    d. Omission of the required raised walkway or planting bed between the east wall of the building and the adjacent parking spaces;
2. Modification to Section and Table 4.205.B to allow existing parking spaces and aisles to be less than the required dimensions, and to allow the proposed east parking spaces to have an aisle width of approximately 21 feet where 25 feet is required;
3. Modification to Section 4.211.B.1 to omit parking lot landscape islands and shade trees for every10 spaces for areas of existing parking;
4. Modification to Section 4.211.B.2 to allow a narrower lot landscape island without a tree at the north end of the parking spaces along the east wall of the building and to omit the landscaped island at the south end;
5. Modification to Section 4.211.B.3 to allow existing concrete parking lot light pole bases of approximately 4 feet in height where a height of 18 inches is the maximum;
6. All vehicle repair work take place inside the building;
7. All vehicles awaiting repair or completion of repair be stored inside the building or within the proposed solid fence enclosure with gates closed;
8. Opening in or damage to the fence or gate must be repaired within 72 hours;
9. My Properties shall record an easement of access on the now Aldi property to the benefit of the property located at 2150 Main Street;
10. My Properties shall not object to the City's formation of a special service area for the maintenance of Windmill Creek common facilities;
11. My Properties shall repair the Windmill Creek internal roads on its property within one year of approval of the conditional use if an owner's association is not formed.

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

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

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

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

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

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

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

_____

Jeffery D. Schielke, Mayor

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

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

ATTEST:

_____

Heidi L. Wetzel, City Clerk

Exhibit A

Lot 11
Lot 9
Lot 16
Lot 15
Lot 12
Lot 14
Lot 10
Lot 4
Lot 18
Lot 13
Lot 8
Lot 7
Lot 6
Lot 5
Main Street

2080 E. Main Street
One-Story Frame Building
14,875 Sq. Ft.

REMOVE CATCH BASIN
RIM: 703.01
6" PVC (SE): 700.81

REMOVE 6" PVC STORM SEWER, 37 LF

REMOVE CONCRETE RETAINING WALLS
FILL TRUCK DOCK

REMOVE BOLLARDS

REMOVE CONCRETE
SIDEWALK, 2315 SF

REMOVE 2'x2' PILLARS
TYP (5 TOTAL)

REMOVE BUILDING OVERHANG

RELOCATE GAS METER

REMOVE CLEANOUT

REMOVE SANITARY MANHOLE
RIM: 706.02
6" PVC (W): 703.62
6" PVC (N): 703.57

REMOVE CONCRETE PAVEMENT, 3249 SY
SAWCUT PAVEMENT

REMOVE 12" RCP
STORM SEWER, 71 LF

SITE BENCHMARK #2
SE FLANGE BOLT
ELEV: 707.72

REMOVE CURB & GUTTER, 304 LF

REMOVE 6" PVC
SANITARY SEWER, 120 LF

REMOVE CATCH BASIN
RIM: 705.49
12" RCP (N): 700.94
12" RCP (E): 700.89

REMOVE 12" RCP
STORM SEWER, 71 LF

REMOVE CATCH BASIN
RIM: 705.77
12" RCP (E): 701.57
12" RCP (S): 701.57

REMOVE 12" RCP
STORM SEWER, 55 LF

EXISTING
OVERLAND
FLOW ROUTE

SITE BENCHMARK #1
SE FLANGE BOLT
ELEV: 707.45

SCALE: 1" = 30'

For Permitting Only

For City of Batavia Use

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

PROJECT STAFF

PROJECT MANAGER:	
ENGINEER:	DALE MARTING, P.E.
ENGINEER:	
ENGINEER:	
TECHNICIAN:	MIKE DAVISON
TECHNICIAN:	

TROTTER ASSOCIATES, INC.
ENGINEERS AND SURVEYORS
400 W. Union Road, Suite D
Oswego, Illinois 60543
Ph. 630-587-0170 • Fax 630-587-0175

Crash Champions - Batavia Auto Body

Overall Existing Site Conditions and Demolition Plan

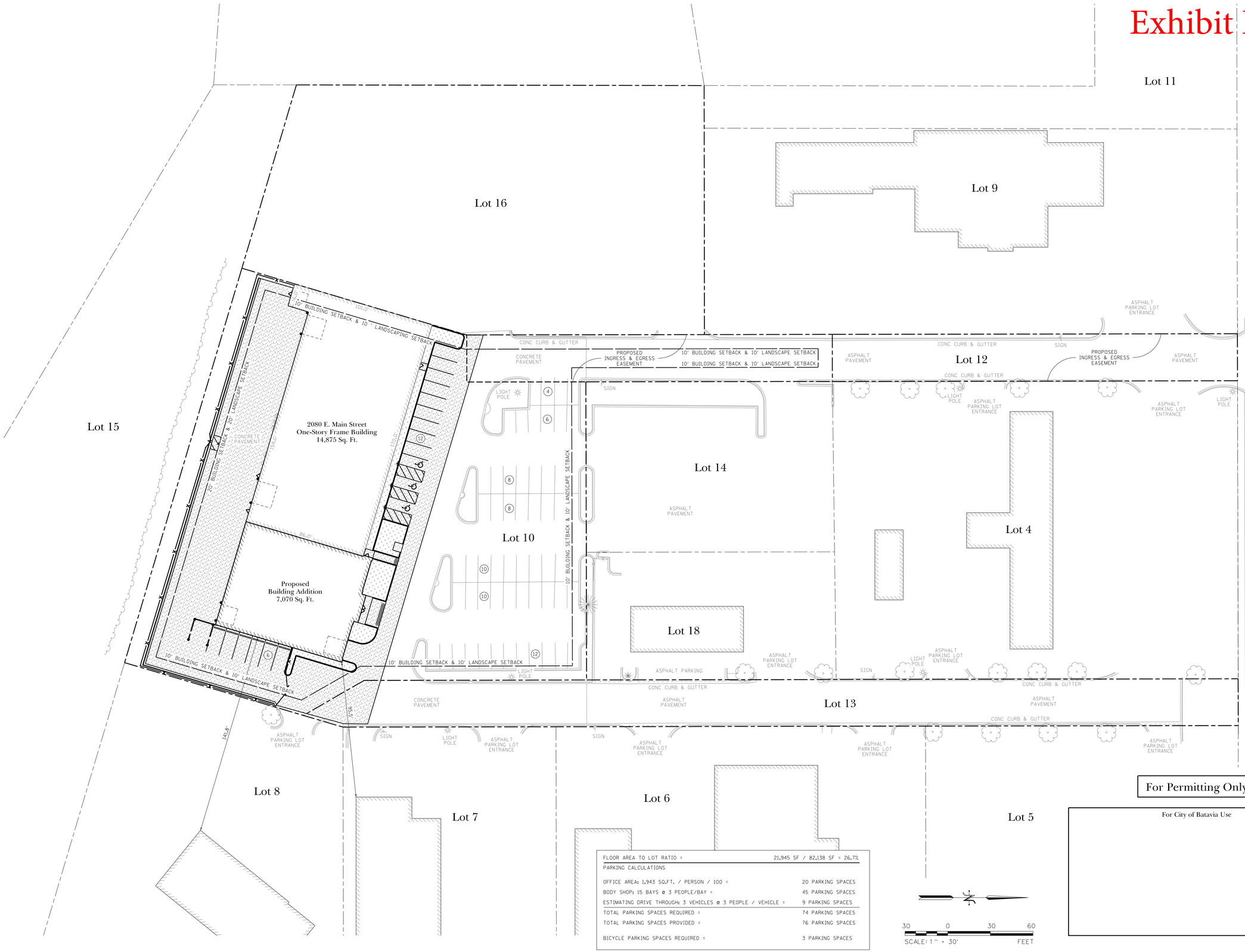
Batavia, Kane County, Illinois

Project No.:	CCA001
Base File:	
Sheet File:	C.1.dgn
Issue Date:	9/26/2016
Scale:	1" = 30'

Sheet Number

C.1

Exhibit B



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

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

PROJECT STAFF
PROJECT MANAGER:
ENGINEER: DALE MARTING, P.E.
ENGINEER:
ENGINEER:
TECHNICIAN: MIKE DAVISON
TECHNICIAN:

TROTTER ASSOCIATES, INC.
ENGINEERS AND SURVEYORS
400 W. Wilson Road, Suite D
Glen Ellyn, Illinois 60137
Ph. 630-587-0170 • Fax 630-587-0175

Crash Champions - Batavia Auto Body

Overall Proposed Improvements Site Plan

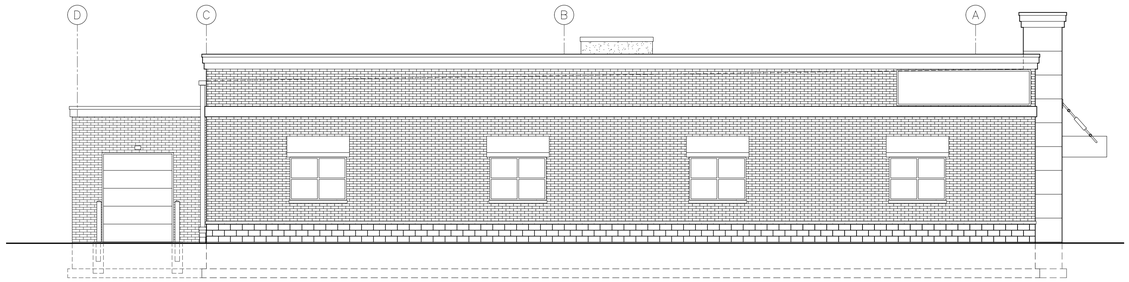
Batavia, Kane County, Illinois

Project No.:	CCA001
Base File:	
Sheet File:	C.2.dgn
Issue Date:	9/26/2016
Scale:	1" = 30'

Sheet Number

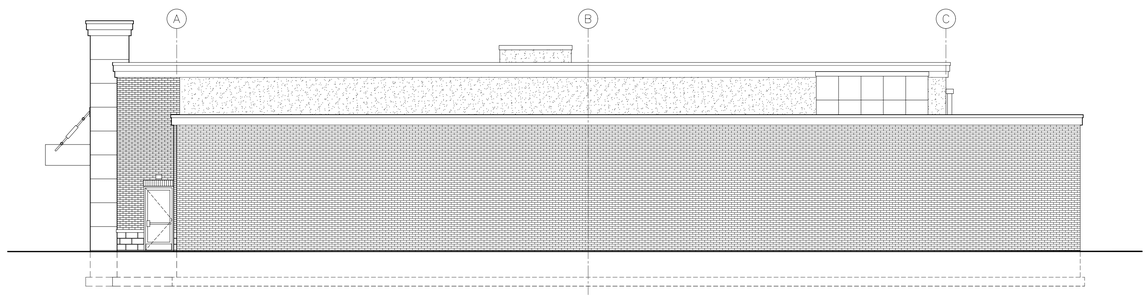
C.2

Exhibit C



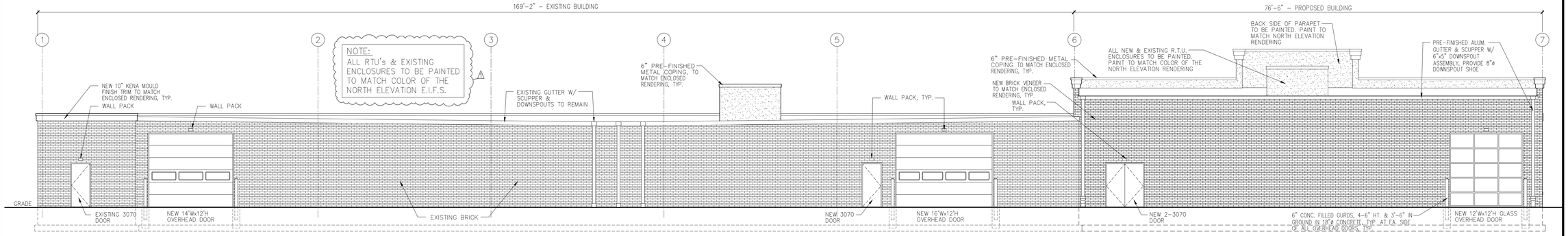
PROPOSED EAST ELEVATION

1/4" = 1'-0"



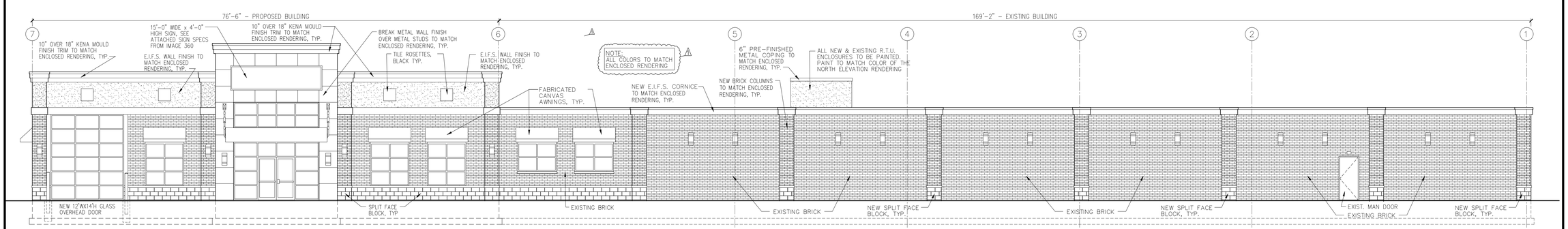
PROPOSED WEST ELEVATION

1/4" = 1'-0"



PROPOSED SOUTH ELEVATION

1/8" = 1'-0"



PROPOSED NORTH ELEVATION

1/8" = 1'-0"

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

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

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

DATE: 10-03-16

DRAWN BY: MES

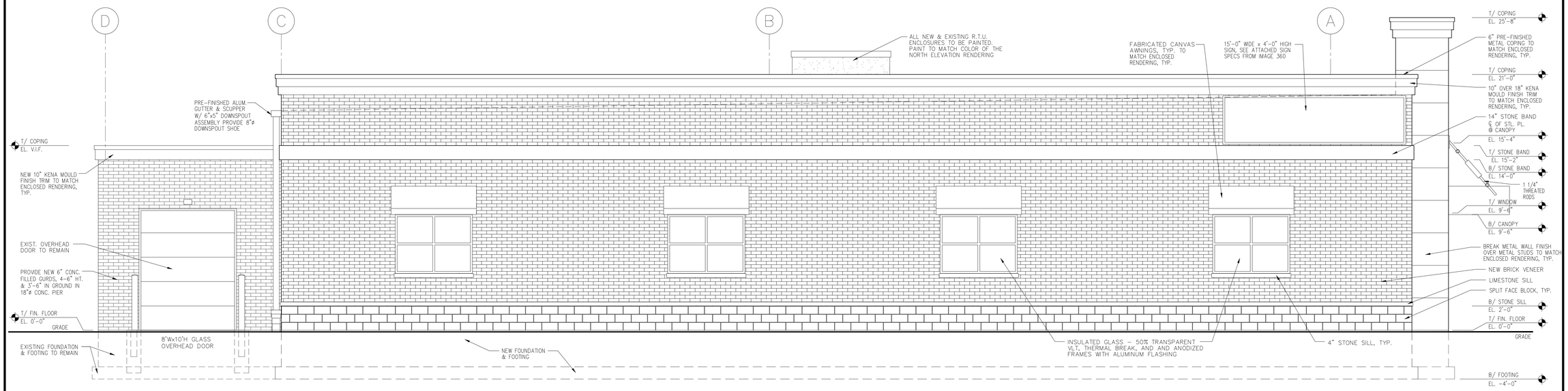
PREVIOUS NO.

PROJECT NO. 16041

SHEET NUMBER

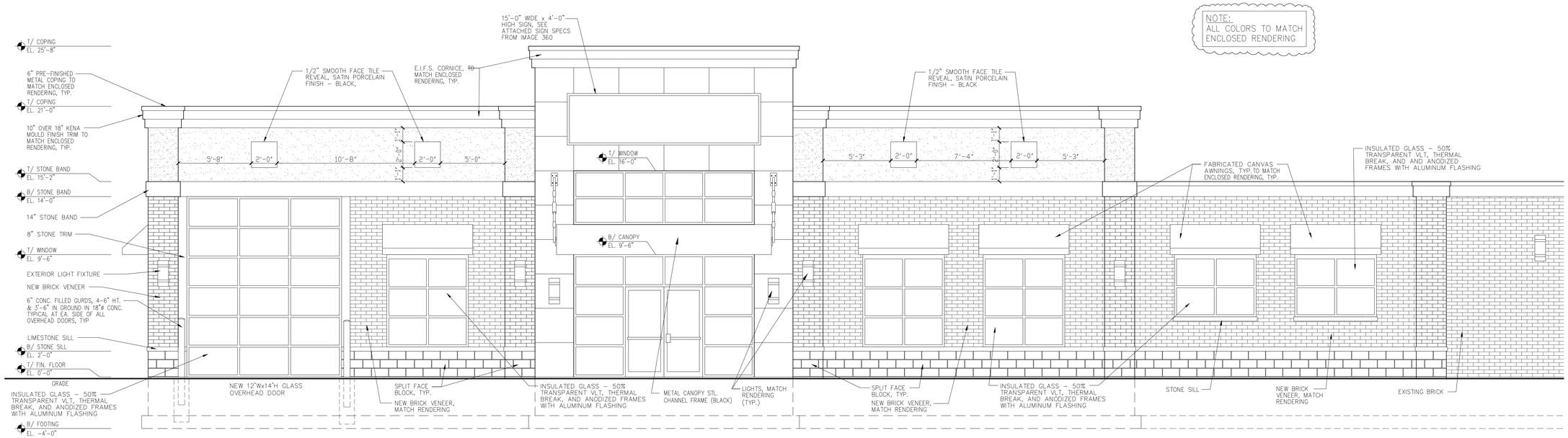
A-3

Exhibit D



PROPOSED EAST ELEVATION

1/4" = 1'-0"



PROPOSED PARTIAL NORTH ELEVATION

1/4" = 1'-0"

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

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

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

DATE: 10-03-16

DRAWN BY: MES

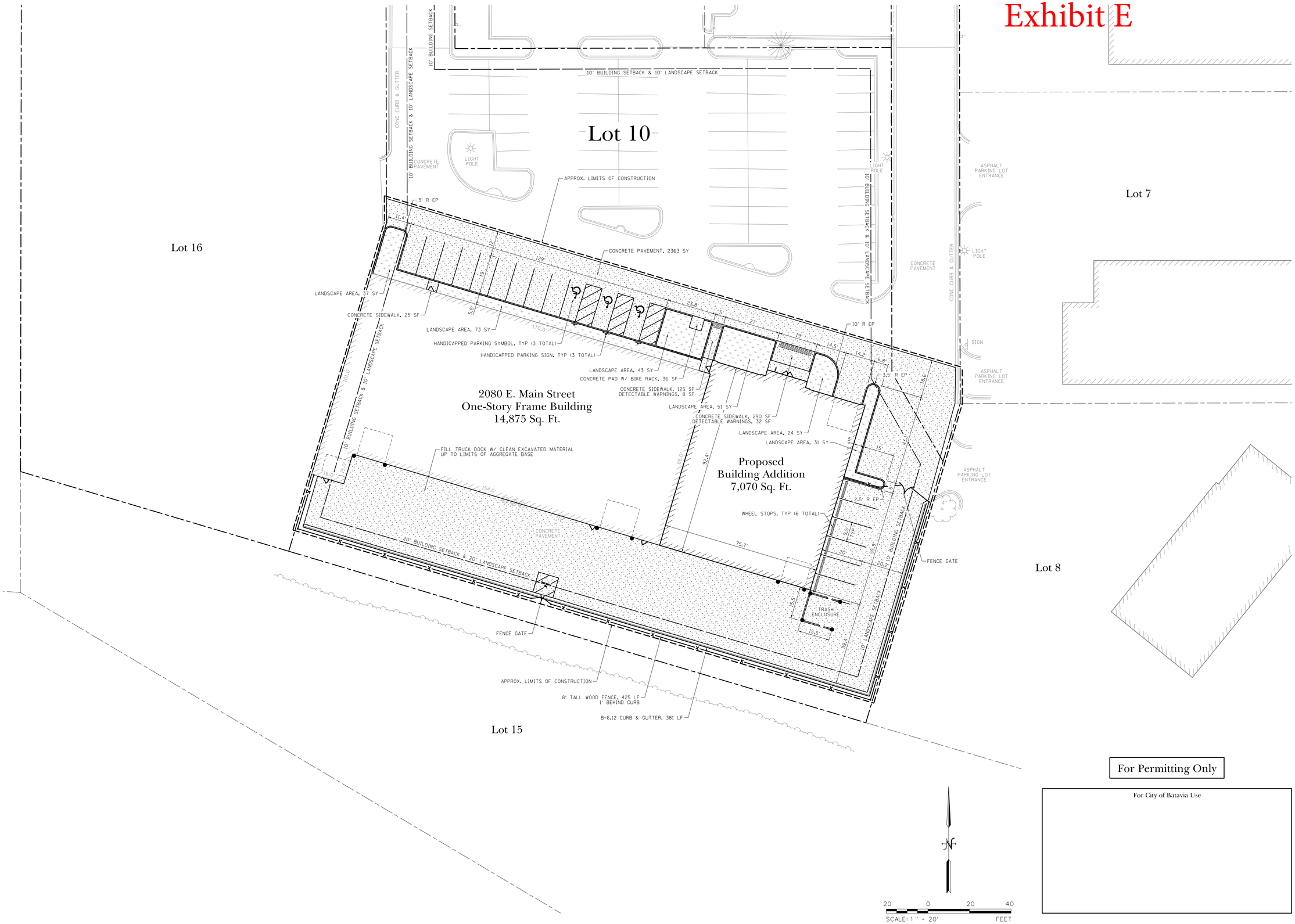
PREVIOUS NO.

PROJECT NO. 16041

SHEET NUMBER

A-3a

Exhibit E



For Permitting Only

For City of Batavia Use

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

PROJECT STAFF

PROJECT MANAGER:	
ENGINEER:	DALE MARTING, P.E.
ENGINEER:	
ENGINEER:	
TECHNICIAN:	MIKE DAVISON
TECHNICIAN:	

TROTTER ASSOCIATES, INC.
ENGINEERS AND SURVEYORS
400 W. Union Roadt, Suite D
Batavia, IL 60510
Ph. 630-587-0170 • Fax 630-587-0175

Crash Champions - Batavia Auto Body

Site Plan and Geometrics

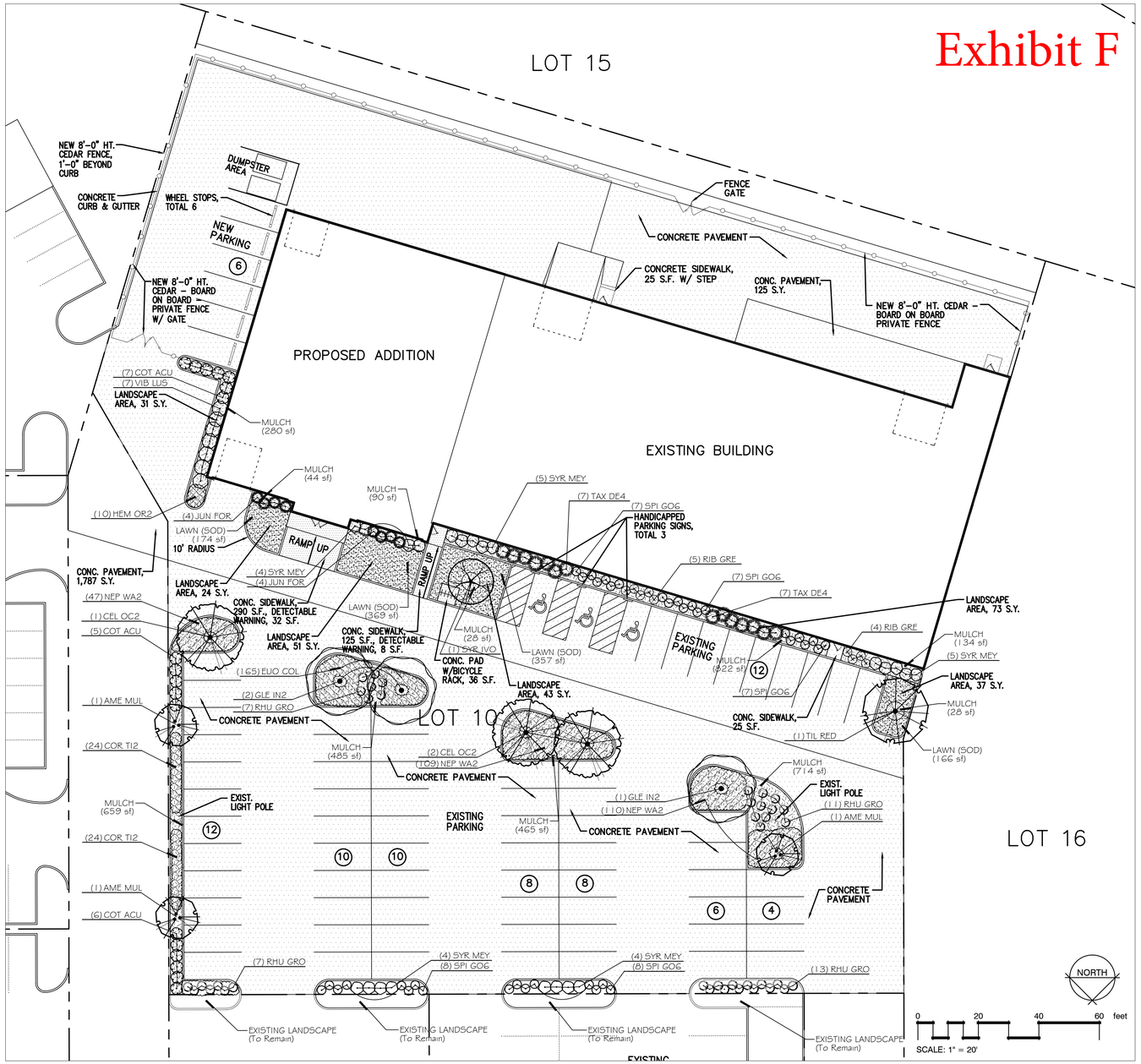
Batavia, Kane County, Illinois

Project No.:	CCA001
Base File:	
Sheet File:	C.3.dgn
Issue Date:	9/26/2016
Scale:	1" = 20'

Sheet Number

C.3

Exhibit F



PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
CEL OC2	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2.5"CAL	3
GLE IN2	GLEDITSIA TRIACANTHOS INERMIS `SUNBURST` / SUNBURST COMMON HONEYLOCUST	B & B	2.5"CAL	3
TIL RED	TILIA AMERICANA `REDMOND` / REDMOND AMERICAN LINDEN	B & B	3"CAL	1

UNDERSTORY TREES	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
AME MUL	AMELANCHIER CANADENSIS / SHADBLOW SERVICEBERRY MULTITRUNK	B & B	6` - 8` HT.	3
SYR IVO	SYRINGA RETICULATA `IVORY SILK` / IVORY SILK JAPANESE TREE LILAC	B & B	2"CAL	1

DECIDUOUS SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
COT ACU	COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER	B & B	36" HT.	18
RHU GRO	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	5 GAL	18" SPREAD	38
RIB GRE	RIBES ALPINUM `GREEN MOUND` / GREEN MOUND ALPINE CURRANT	B & B	24" HT.	9
SPI GOG	SPIRAEA JAPONICA `GOLDFLAME` / SPIREA	B & B	24" HT.	37
SYR MEY	SYRINGA MEYERI `PALIBIN` / DWARF KOREAN LILAC	B & B	30" HT.	22
VIB LUS	VIBURNUM DENTATUM `CHICAGO LUSTER` / CHICAGO LUSTER ARROWWOOD	B & B	36" HT.	7

EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
JUN FOR	JUNIPERUS CHINENSIS `SEA GREEN` / SEA GREEN JUNIPER	B & B	24" SPREAD	8

EXISTING EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
TAX DE4	TAXUS X MEDIA / DENSE YEW	EXISTING	3` HT.	14

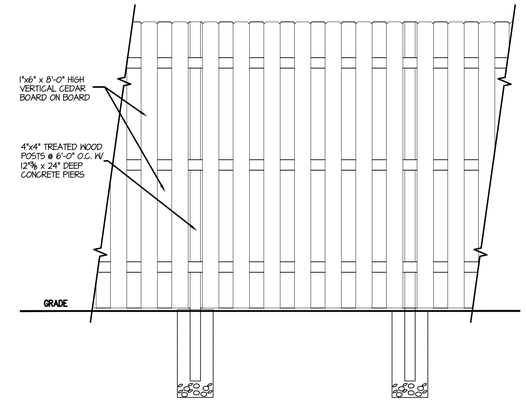
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPACING	QTY
COR TI2	COREOPSIS GRANDIFLORA `SUNRAY` / SUNRAY TICKSEED	QUART	18" - 24" HT.	24" o.c.	48
EUO COL	EUONYMUS FORTUNEI `COLORATA` / PURPLE-LEAF WINTER CREEPER	3" POT	6"-12" HT.	18" o.c.	165
HEM OR2	HEMEROCALLIS X `STELLA DE ORO` / STELLA DE ORO DAYLILY	CONT.	1 GAL.	18" o.c.	10
NEP WA2	NEPETA X FAASSENII `WALKERS LOW` / WALKERS LOW CATMINT	QUART	6" - 12" HT.	24" o.c.	266

SURFACE MATERIAL SCHEDULE

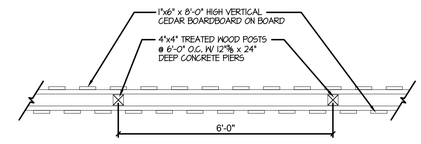
LAWN (SOD)	1,066 SF	
ASPHALT	43,889 SF	
MULCH	3,587 SF	

LANDSCAPE NOTES:

1. PLANT QUALITIES SHOWN IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN AND SHOULD NOT RELY ON THE PLANT SCHEDULE FOR DETERMINING QUANTIES.
2. ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR CROOKED/DISFIGURED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED. TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT SCHEDULE AS MULTI-STEM.
3. ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
4. ALL PLANTING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPER PLANTING BED AND TREE PIT PREPARATION, PLANTING MIX, PRUNING, STAKING AND GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE OF MATERIALS DURING CONSTRUCTION ACTIVITIES.
5. ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
6. THE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL OUTLINE PROPER MAINTENANCE PROCEDURES TO THE OWNER AT THE TIME OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, DEAD OR DISEASED MATERIALS SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE GUARANTEE PERIOD THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
7. ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AT A DISTANCE OF 8.5' FROM THE TRUNK.
8. ALL GRASS, CLUMPS, OTHER VEGETATION, DEBRIS, STONES, ETC., SHALL BE RAKED OR OTHERWISE REMOVED FROM PLANTING AND LAWN AREAS PRIOR TO INITIATION OF INSTALLATION PROCEDURES.
9. ANY AREAS TO BE LOAMED AND SEEDED WHICH HAVE NOT BEEN DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 1'-2' OF LOAM OVER SCARIFIED EXISTING SOILS. CARE SHOULD BE GIVEN TO NOT PLACE GREATER THEN 1" SOIL OVER EXPOSED ROOTS OF EXISTING TREES IN SUCH AREAS.
10. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/ REPLACE ANY UTILITY, PAVING, CURBING, ETC., WHICH IS DAMAGED DURING PLANTING OPERATIONS.
11. SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
12. REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
13. ALL PLANT MATERIAL ON THIS PLANTING PLAN REPRESENTS THE INTENTION AND INTENSITY OF THE PROPOSED LANDSCAPE MATERIAL. THE EXACT SPECIES AND LOCATIONS MAY VARY IN THE FIELD DO TO MODIFICATIONS IN THE SITE IMPROVEMENTS AND THE AVAILABILITY OF PLANT MATERIAL AT THE TIME OF INSTALLATION. ANY SUCH CHANGES MUST FIRST BE APPROVED BY THE VILLAGE IN WRITING
14. ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF ORGANIC SOIL AND MULCHED WITH A SHREDDED HARDWOOD BARK MATERIAL TO A MINIMUM 3" DEPTH.
15. ALL BEDS SHALL BE EDGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
16. ALL PARKWAYS AND PARKING LOT ISLANDS SHALL HAVE SOD AS A GROUNDCOVER, UNLESS OTHERWISE NOTED.
17. ALL LAWN AREAS ON THIS PLAN SHALL BE GRADED SMOOTH AND TOPPED WITH AT LEAST 4" OF TOPSOIL. ALL LAWN AREAS TO BE ESTABLISHED USING SOD UNLESS OTHERWISE NOTED.
18. THIS LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH TOP SOIL SUITABLE FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIAL PRESENTED ON THIS PLAN. IF ADDITIONAL TOP SOIL IS REQUIRED IT IS UP TO THE LANDSCAPE CONTRACTOR ON THE PROJECT TO PROVIDE, SPREAD AND PREPARE THE SITE AS NEEDED FOR THE IMPLEMENTATION OF THIS LANDSCAPE PLAN.
19. CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
20. ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
21. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
22. ALL PLANTINGS SHALL BE SPACED EQUAL DISTANT, BACK FILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED, AND HAVE ALL TAGS AND ROPES REMOVED.
23. TREES SHALL BE STAKED AND GUYED, AND HAVE A WATERING SAUCER AT BASE.
24. ALL BEDS TO BE BERMED 12" TO 24" ABOVE GRADE AND MEET DRAINAGE REQUIREMENTS.
25. LAWN AND BED AREAS SHALL BE ROTOTILLED, RAKED OF CLUMPS AND DEBRIS.
26. REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
27. PRUNE AND FERTILIZE ALL EXISTING VEGETATION TO REMAIN ON SITE.



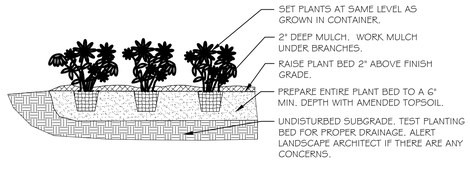
ELEVATION



PLAN

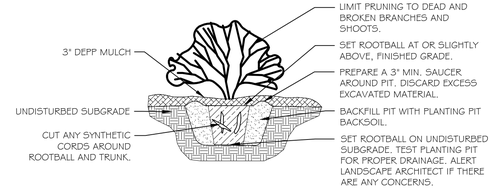
1 8' HIGH SOLID CEDAR FENCE

1/2" = 1'-0" 323129.23-03



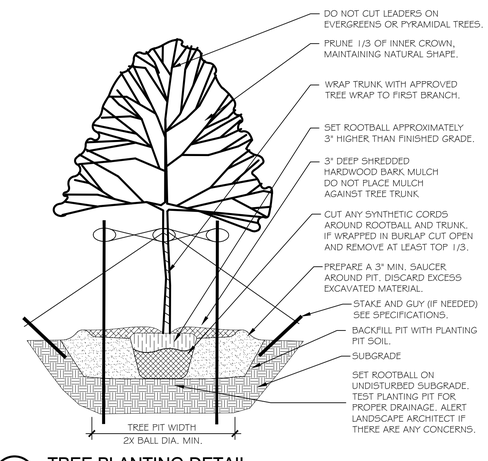
4 ANNUAL, PERENNIAL, & GROUNDCOVER DETAIL

NOT TO SCALE 329301-03



3 SHRUB PLANTING DETAIL

NOT TO SCALE 329333-01



2 TREE PLANTING DETAIL

NOT TO SCALE 329343-01

J. G. S.
LANDSCAPE ARCHITECTS
7751 W. Mc Carthy Road
Palos Park, Illinois 60464
office: 708.361.5124

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

Landscape Plan

Crash Champions

2080 Main Street
Batavia, Illinois

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

PREPARED FOR:

LOCATION:
Batavia, IL

DATE:
8-06-2016

SCALE:
1" = 30'

COMPUTER NAME:
Batavia_Lplan

JOB NUMBER:
SSG_42_2016

SHEET

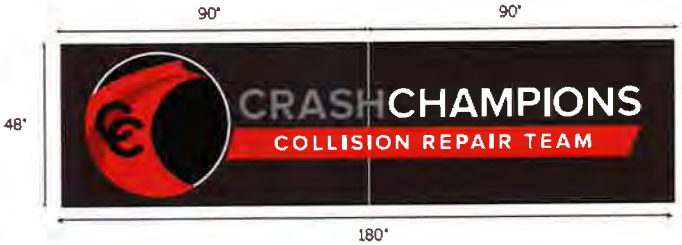
L-1

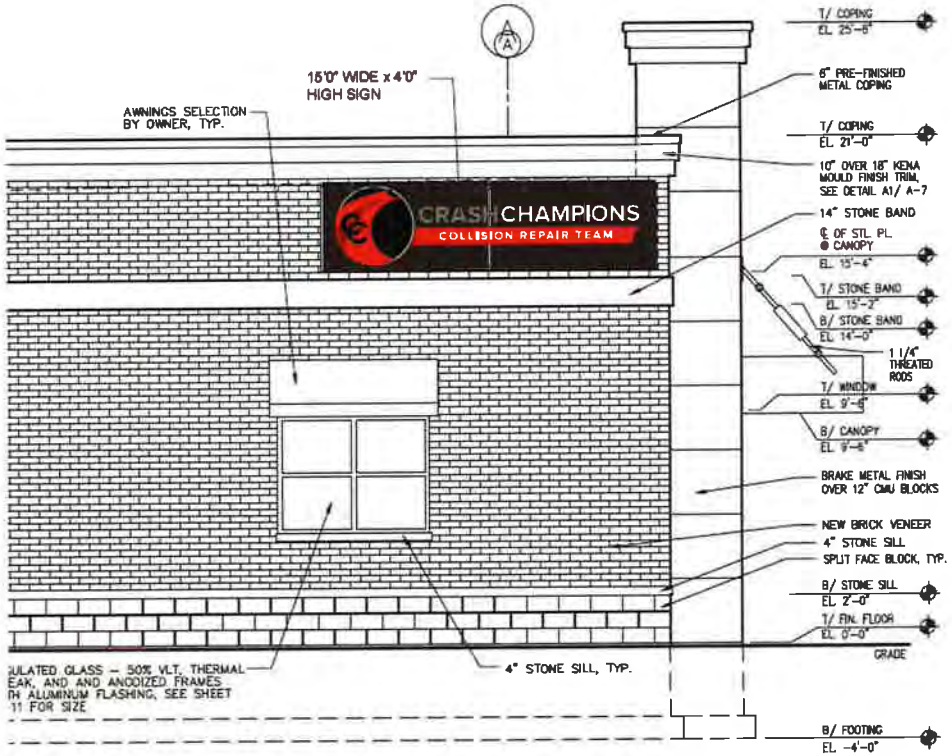
image360™
Graphics › Signage › Displays

image360mokena.com

t. 708.478.5751 f. 708.478.5752 - 9981 w. 19Oth st - suite k · mokena, il 60448

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





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

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

approval		date	

3M AVERY® 2015 FRESHMAN PARTNER LINCOLN-WAY HIGH SCHOOL DISTRICT 210 FOUNDATION hp EPSON

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

SIDE VIEW

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- graphics shown are for approximate color and positioning only
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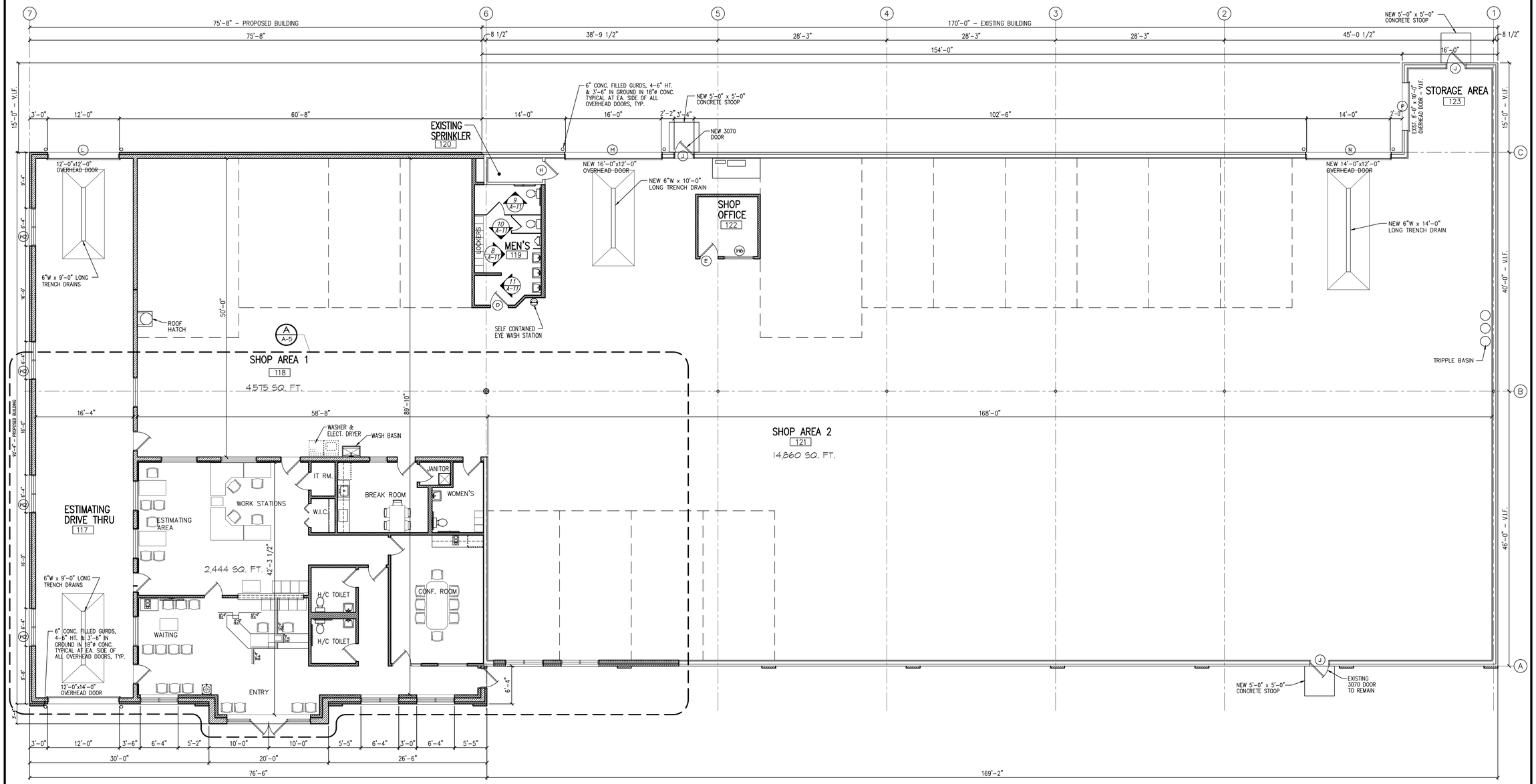
- **by signing below, i approve this artwork to be produced and take full responsibility for any errors**

approval		date	

3M AVERY® 2015 FRESHMAN PARTNER LINCOLN-WAY HIGH SCHOOL DISTRICT 210 FOUNDATION hp EPSON

Exhibit H



OVERALL FLOOR PLAN

21,918 SQ. FT.

1/8" = 1'-0"

NORTH

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

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

REV #	DATE:	REV. PER:

DATE: 08-16-16

DRAWN BY: MES

PREVIOUS NO.

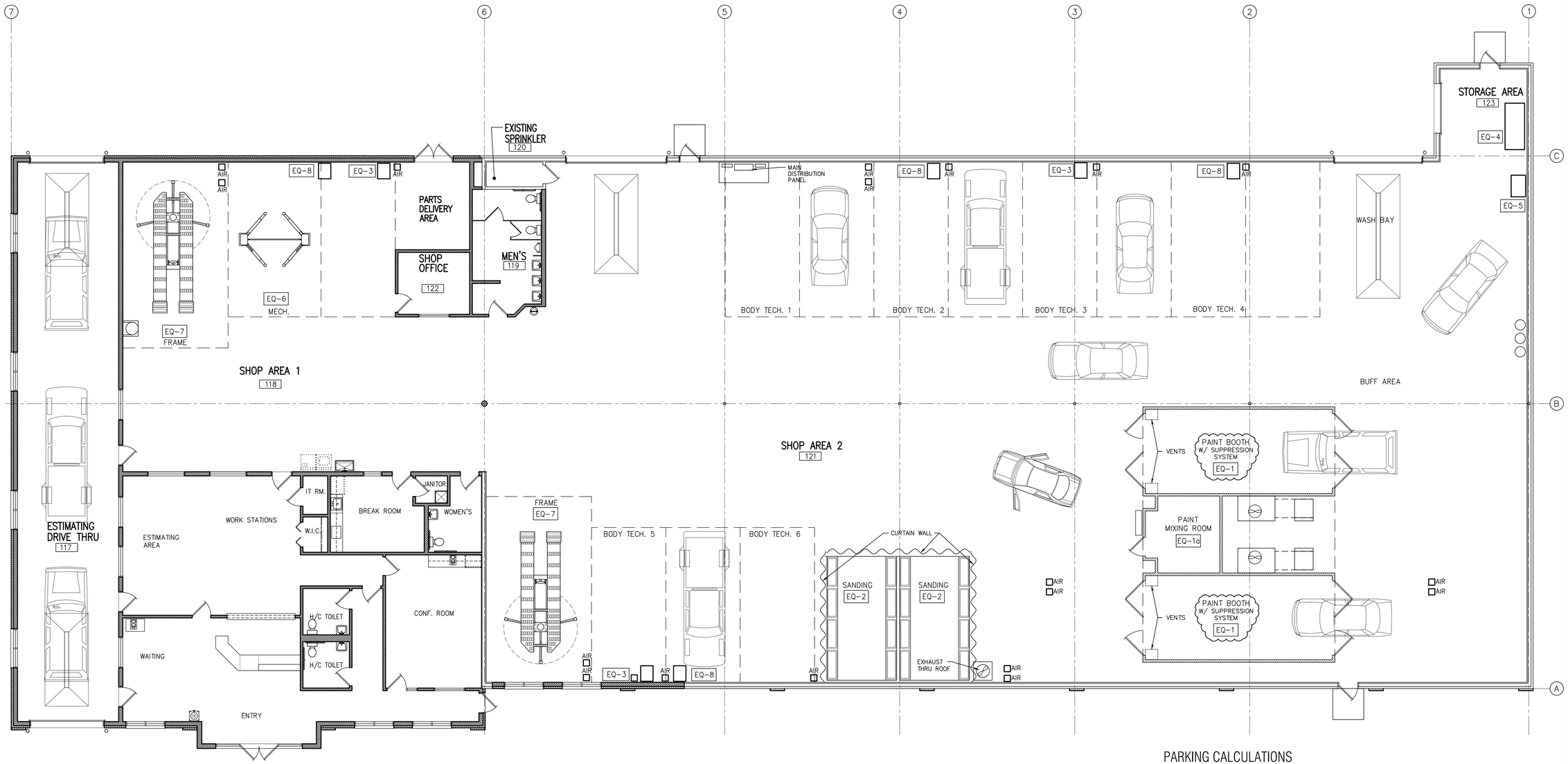
PROJECT NO. 16041

SHEET NUMBER

A-1

Exhibit I

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



PARKING CALCULATIONS

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

TOTAL: 74 PARKING SPACES

PARKING CALCULATIONS

1/8" = 1'-0"

NORTH

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CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

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

DATE: 09-22-16

DRAWN BY: MES

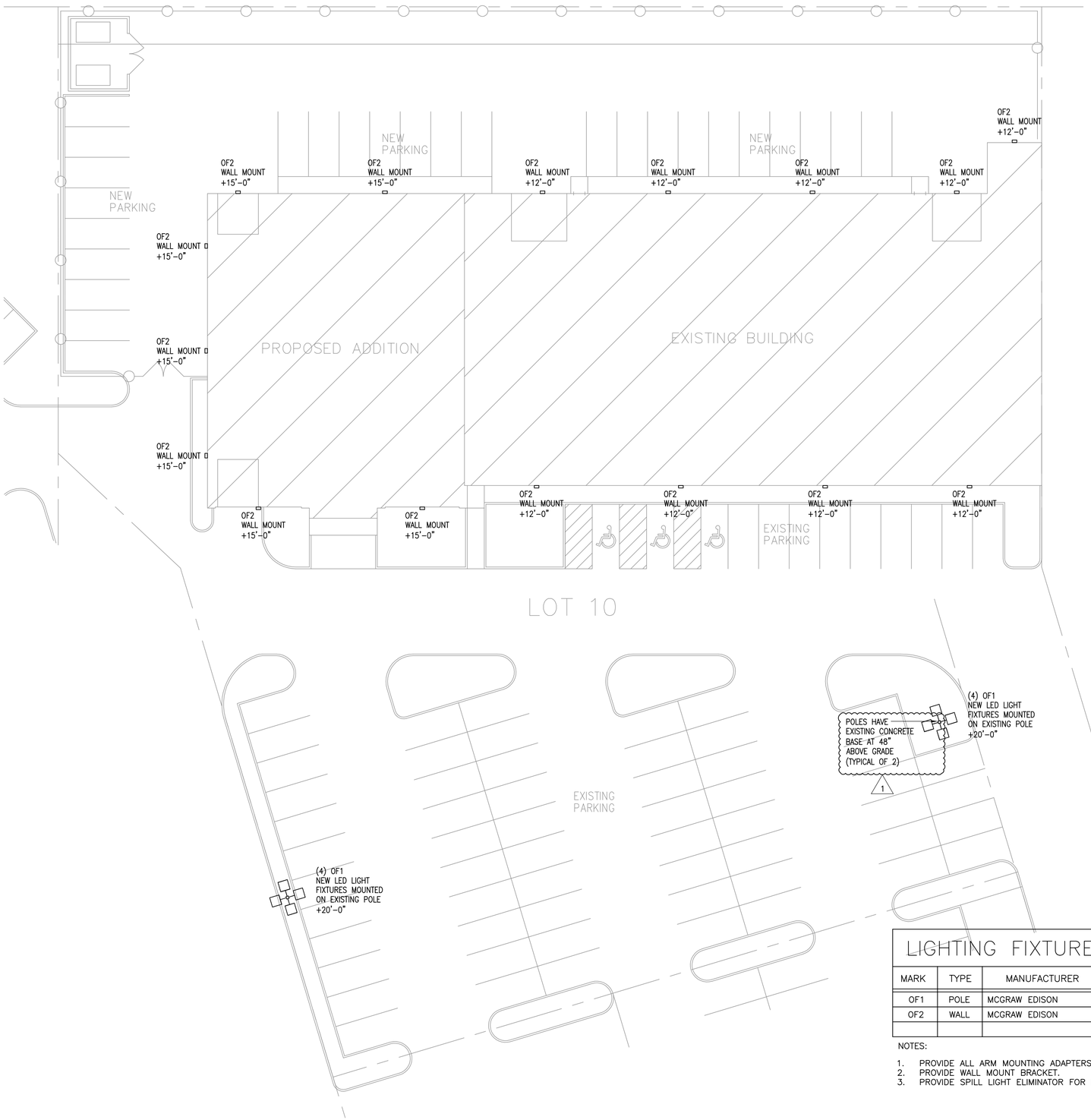
PREVIOUS NO.

PROJECT NO. 16041

SHEET NUMBER

A-2

Exhibit J, 1 of 2



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

PLAN NOTES:

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

2. IN GENERAL, THE HEIGHT OF EXTERIOR LIGHTING FIXTURES SHALL NOT EXCEED THE PREDOMINANT HEIGHT OF THE PRINCIPAL BUILDING TO WHICH IT RELATES.

LIGHTING FIXTURE SCHEDULE

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

NOTES:

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

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CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

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

DATE: 08-03-16

DRAWN BY: MES

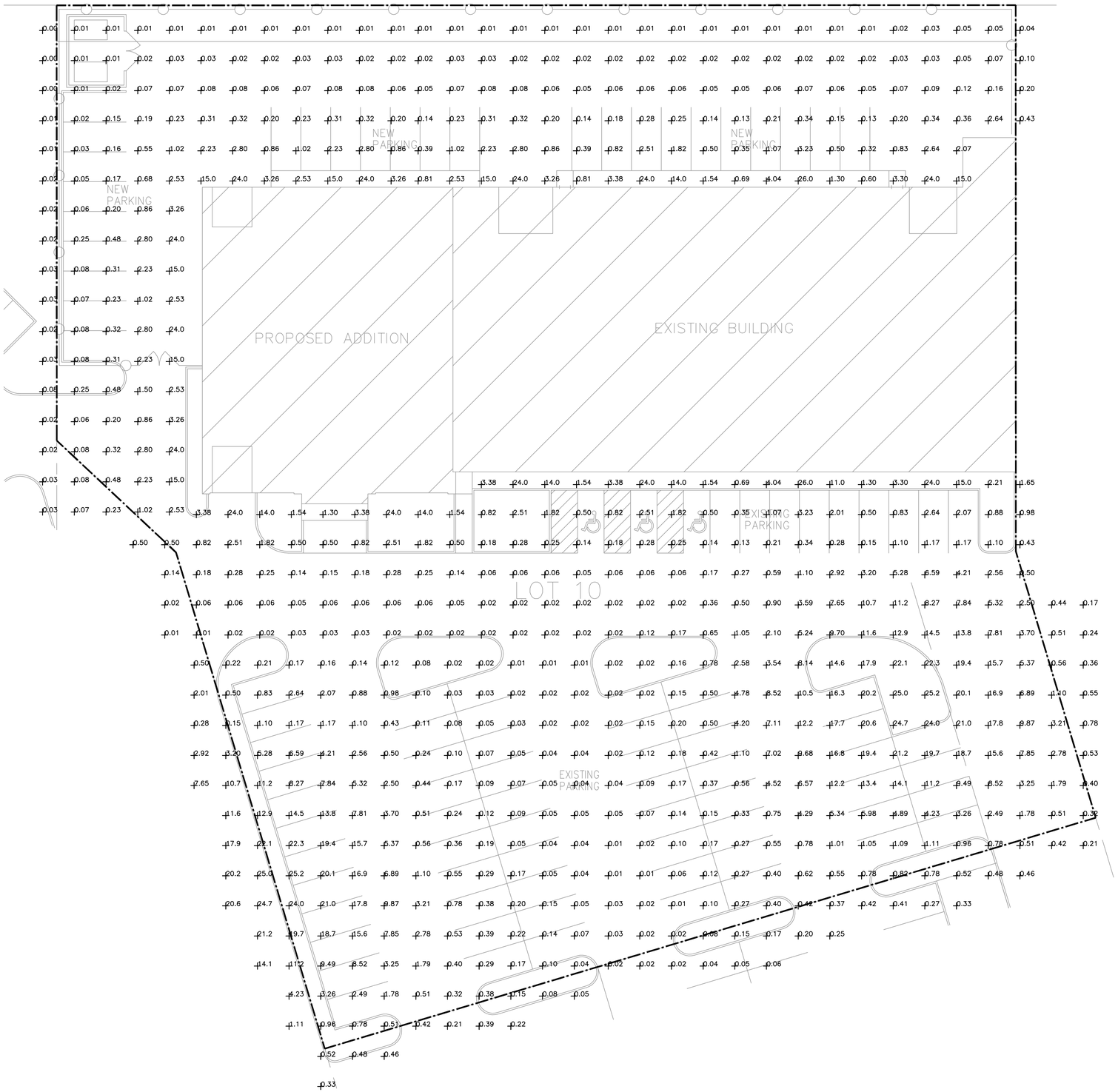
PREVIOUS NO.

PROJECT NO. 16041

SHEET NUMBER

E-4.1

Exhibit J, 2 of 2



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

PLAN NOTES:

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

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www.idealcustomdesigns.com

CRASH CHAMPIONS
2080 MAIN STREET
BATAVIA, ILLINOIS

DATE:

EXP. DATE:

REVISIONS

REV #	DATE:	REV. PER:

DATE: 08-03-16

DRAWN BY: MES

PREVIOUS NO.

PROJECT NO. 16041

SHEET NUMBER

E-4.2

McGraw-Edison

DESCRIPTION

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

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

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

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

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

Mounting
STANDARD ARM MOUNT: Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during assembly. When mounting two or more luminaires at 90° and 120° apart, the EA extended arm may be required. Refer to the arm mounting requirement table. Round pole adapter included. For wall mounting, specify wall mount bracket option. 3G vibration rated. QUICK MOUNT ARM: Arm is bolted directly to the pole and the fixture slides onto the quick mount arm and is secured via a single fastener, facilitating quick and easy installation. The versatile, patent pending, quick mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the quick mount arm enables wiring of the fixture without having to access the driver compartment. A knock-out enables round pole mounting.

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

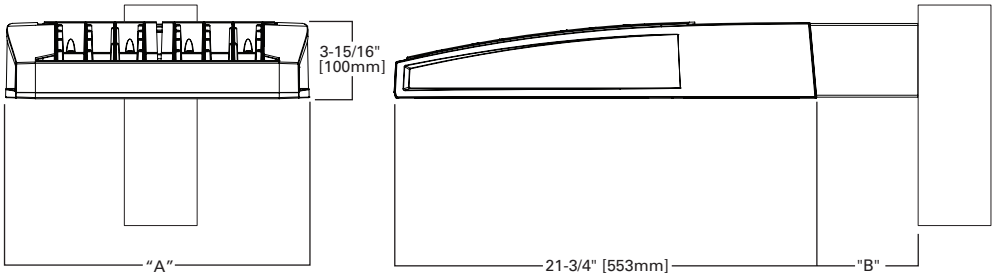
Warranty
Five-year warranty.

GLEON
GALLEON LED

1-10 Light Squares
Solid State LED

AREA/SITE LUMINAIRE

DIMENSIONS



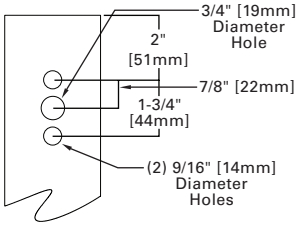
DIMENSION DATA

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

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

DRILLING PATTERN

TYPE "N"



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

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

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*www.designlights.org

McGraw-Edison

DESCRIPTION

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

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

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

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

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

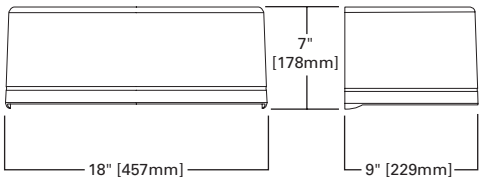
Mounting
Gasketed and zinc plated rigid steel mounting attachment fits directly to 4" j-box or wall with the Impact Elite "Hook-N-Lock" mechanism for quick installation. Secured with two captive corrosion resistant black oxide coated allen head set screws concealed but accessible from bottom of fixture.

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

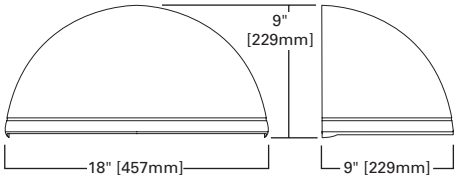
Warranty
Five-year warranty.

DIMENSIONS

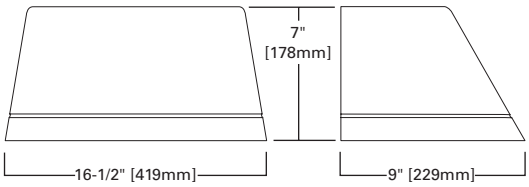
Cylinder



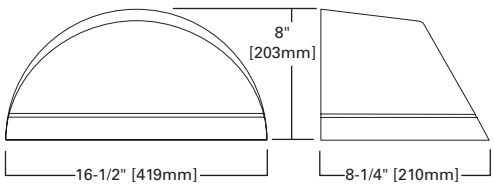
Quarter Sphere



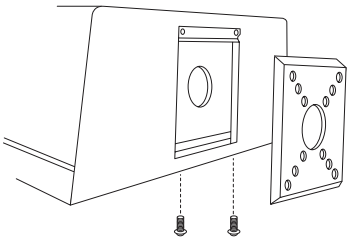
Trapezoid



Wedge



HOOK-N-LOCK MOUNTING



ISC/ISS/IST/ISW
IMPACT ELITE LED

1 - 2 LightBARs
Solid State LED

WALL MOUNT LUMINAIRE

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

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

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

EATON
Powering Business Worldwide

*www.designlights.org

CITY OF BATAVIA 2017 CITY COUNCIL, COMMITTEE AND COMMISSION SCHEDULE
CALENDAR

1 /2, 1/16 and 9/4 are Monday Holidays—City Council will meet on Tuesdays after the HOLIDAY. Plan Co meets 1st and 3rd Wednesdays.

January 2017				
Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
January 2 **HOLIDAY**	**January 3** **CITY COUNCIL**	**January 4** **Plan Commission**	**January 5**	**January 6**
January 9 **Historic Preservation** **Bicycle Commission**	**January 10** **COW**	**January 11** **Environmental Co**	**January 12**	**January 13**
January 16 **Civil Rights Day** **HOLIDAY** **Office closed**	**January 17** **CITY COUNCIL**	**January 18** **Plan Commission**	**January 19** **Adjudication**	**January 20**
January 23 **Historic Preservation**	**January 24** **COW**	**January 25**	**January 26**	**January 27**
January 30	**January 31**			

February 2017

Monday	Tuesday	Wednesday	Thursday	Friday
		Feb 1 Plan Commission	Feb 2	Feb 3
February 6 CITY COUNCIL	February 7 COW Fire and Police Com	February 8 Environmental Co	February 9	February 10
February 13 Historic Preservation Bicycle Commission	February 14 COW	February 15 Plan Commission	February 16 Adjudication	February 17
February 20 CITY COUNCIL	February 21 COW	February 22 Fire Pension	February 23	February 24
February 27 Historic Preservation	February 28 COW			

March 2017				
Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
		March 1 **Plan Commission**	**March 2**	**March 3**
March 6 **CITY COUNCIL**	**March 7** **COW**	**March 8** **Environmental Co**	**March 9**	**March 10**
March 13 **Historic Preservation** **Bicycle Commission**	**March 14** **COW**	**March 15** **Plan Commission**	**March 16** **Adjudication**	**March 17**
March 20 **CITY COUNCIL**	**March 21** **COW**	**March 22**	**March 23**	**March 24**
March 27 **Historic Preservation**	**March 28** **COW** **How are we doing?**	**March 29**	**March 30**	**March 31**

April 2017				
Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
April 3 **CITY COUNCIL**	**April 4** **COW**	**April 5** **Plan Commission**	**April 6**	**April 7**
April 10 **Historic Pres.** **Bicycle Commission**	**April 11** **COW**	**April 12** **Environmental Co**	**April 13**	**April 14** **Spring Holiday** **Offices closed**
April 17 **CITY COUNCIL**	**April 18** **COW**	**April 19** **Plan Commission**	**April 20** **Adjudication**	**April 21**
April 24 **Historic Pres.**	**April 25** **COW**	**April 26**	**April 27**	**April 28**

May 2017				
Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
May 1 **CITY COUNCIL**	**May 2** **COW**	**May 3** **Plan Commission**	**May 4**	**May 5**
May 8 **Historic Pres.** **Bicycle Commission**	**May 9** **COW**	**May 10** **Environmental Co**	**May 11**	**May 12**
May 15 **CITY COUNCIL**	**May 16** **COW** **Fire Pension**	**May 17** **Plan Commission**	**May 18** **Adjudication**	**May 19**
May 22 **Historic Pres.**	**May 23** **COW**	**May 24**	**May 25**	**May26**
May 29 **Holiday** **Memorial Day** **Office closed**	**May 30** **COW** **How are we doing?**	**May 31**		

June 2017				
Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
			June 1	**June 2**
June 5 **CITY COUNCIL**	**June 6** **COW** **Fire and Police Com**	**June 7** **Plan Commission**	**June 8**	**June 9**
June 12 **Historic Preservation** **Bicycle Commission**	**June 13** **COW**	**June 14** **Environmental Co**	**June 15** **Adjudication**	**June 16**
June 19 **CITY COUNCIL**	**June 20** **COW**	**June 21** **Plan Commission**	**June 22**	**June 23**
June 26 **Historic Preservation**	**June 27** **COW**	**June 28**	**June 29**	**June 30**

July 2017

Monday	Tuesday	Wednesday	Thursday	Friday
July 3 CITY COUNCIL	July 4 HOLIDAY City offices closed Fire and Police Com	July 5 Plan Commission	July 6	July 7
July 10 Historic Preservation Bicycle Commission	July 11 COW	July 12 Environmental Co	July 13	July 14
July 17 CITY COUNCIL	July 18 COW	July 19 Plan Commission	July 20 Adjudication	July 21
July 24 Historic Preservation	July 25 COW	July 26	July 27	July 28
July 31				

August 2017

Monday	Tuesday	Wednesday	Thursday	Friday
	August 1 COW Fire and Police Com	August 2 Plan Commission	August 3	August 4
August 7 CITY COUNCIL	August 8 COW	August 9 Environmental Co	August 10	August 11
August 14 Historic Preservation Bicycle Commission	August 15 COW	August 16 Plan Commission Bat Police Pension	August 17 Adjudication	August 18
August 21 CITY COUNCIL Fire Pension	August 22 COW	August 23	August 24	August 25
August 28 Historic Preservation	August 29 COW	August 30	August 31	

September 2017				
Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
				September 1
September 4 **LABOR DAY HOLIDAY** **Office closed**	**September 5** **CITY COUNCIL** **Fire and Police Com**	**September 6** **Plan Commission**	**September 7**	**September 8**
September 11 **Historic Pres** **Bicycle Commission**	**September 12** **COW**	**September 13** **Environmental Co**	**September 14**	**September 15**
September 18 **CITY COUNCIL**	**September 19** **COW**	**September 20** **Plan Commission**	**September 21** **Adjudication**	**September 22**
September 25 **Historic Pres.**	**September 26** **COW**	**September 27**	**September 28**	**September 29**

October 2017				
Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
October 2 **CITY COUNCIL**	**October 3** **COW** **Fire and Police Com**	**October 4** **Plan Commission**	**October 5**	**October 6**
October 9 **Historic Pres.** **Bicycle Commission**	**October 10** **COW**	**October 11** **Environmental Co**	**October 12**	**October 13**
October 16 **CITY COUNCIL**	**October 17** **COW**	**October 18** **Plan Commission**	**October 19** **Adjudication**	**October 20**
October 23 **Historic Preservation**	**October 24** **COW**	**October 25**	**October 26**	**October 27**
October 30	**October 31** **COW**			

November 2017				
Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
		November 1 **Plan Commission**	**November 2**	**November 3**
November 6 **CITY COUNCIL**	**November 7** **COW** **Fire and Police Com**	**November 8** **Environmental Co**	**November 9** **COW Budget**	**November 10** **CITY HOLIDAY** **Veteran's Day** **Office closed**
November 13 **Historic Pres.** **Bicycle Commission**	**November 14** **COW**	**November 15** **Plan Commission** **Bat Police Pension**	**November 16** **COW Budget** **Adjudication**	**November 17**
November 20 **CITY COUNCIL**	**November 21** **COW**	**November 22**	**November 23** **CITY HOLIDAY** **Office closed**	**November 24** **CITY HOLIDAY** **Office closed**
November 27 **Historic Pres.**	**November 28** **COW** **How are we doing?**	**November 29**	**November 30**	

December 2017				
Monday	Tuesday	Wednesday	Thursday	Friday
				December 1
December 4 CITY COUNCIL	December 5 COW Fire and Police Com	December 6 Plan Commission	December 7	December 8
December 11 Historic Preservation Bicycle Commission	December 12 COW	December 13 Environmental Co	December 14	December 15
December 18 CITY COUNCIL	December 19 COW	December 20 Plan Commission	December 21 Adjudication	December 22 CITY HOLIDAY Office closed
December 25 CITY HOLIDAY Office closed	December 26 No meeting	December 27	December 28	December 29
2018 Jan 1 CITY HOLIDAY Office closed	January 2 CITY COUNCIL	January 3 Plan Commission	January 4	January 5