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

CITY COUNCIL AGENDA
Tuesday, January 17, 2017
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. **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. Committee of the Whole Minutes for December 13, 2016
B. December 2016 Building Report
C. Historic Preservation Commission Minutes for December 12, 2016

Approvals:
D. January 13, 2017 Payroll $821,778.90
E. Accounts Payable Check Register $633,859.34
F. City Council Minutes for September 6, and November 7, 2016

G. **ORDINANCE 17-01:** Declaring Surplus Property (Scott Haines 12/14/16 COW 1/10/17 13/0)
H. **APPROVAL**: Add the Community Band to the ACCESS Committee (JDS 1/9/17 COW 1/10/17 13/0)
I. **RESOLUTION 17-02-R**: Approving Contract with Drendel and Jansons Law Group to Provide City Prosecutor Services (Chief Schira 12/22/16 COW 1/10/17 13/0) GS
J. **RESOLUTION 17-03-R:** Renewal of Association for Individual Development (A.I.D.) Victim Services Contract (Chief Schira 12/27/16 COW 1/10/17 13/0) GS

Documents:

COW 16-12-13M.pdf
BuildingActivity_December 1, 2016 - December 31, 2016_1.pdf
HPC 12-12-16M.pdf
CC 16-09-06m.pdf
CC 16-11-07M.pdf
Ord 17-01 Memo Surplus Property.pdf
Community Band to ACCESS.pdf
RES 17-02-R Approving Contract with Drendel and Jansons.pdf

RES 17-03-R Renewal of AID Victim Services Contract.pdf
17-01-17 AP TOTALS.pdf

6. **APPOINTMENT: Appoint/Swear In Paid On Call Recruit Arian Szakiel (RD 1/11/17)**

   Documents:

   Appt Recruit-A Szakiel.pdf

7. **OATHS Swearing In Of Full-Time Probationary Firefighters John Najdzion And Charles Tragas (RD 1/11/17)**

   Documents:

   Swearing In Najdzion and Tragas.pdf

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

9. **PRESENTATION: Entries For The 4th Bridge Sculpture By Bill McGrath**

   Documents:

   William J Donovan Art Sculpture Presentation 1-17-17.pdf

10. **PRESENTATION: Batavia ACCESS Toy Drive -- Roy Bailey And Rudy Dubis**

11. **MAINSTREET MINUTE**

12. **APPROVAL: Waive Formal Bid Of Resolution 17-01-R For Archon Construction Company For Directional Bore (Mustafa Kahvedzic 12/27/16 COW 1/10/17 13/0)**

    Documents:

    RES 17-01-R Authorize Exec of Archon AGRMT for 1 Washington Place.pdf

13. **RESOLUTION 17-01-R: Award Of Contract To Archon Construction Company For Directional Bore 15kV Service For Downtown Businesses And Residents Along Wilson, River Street, Washington Avenue And State Street For An Amount Not To Exceed $177,796.50 (Mustafa Kahvedzic 12/27/16 COW 1/10/17 13/0) PU**

    Documents:

    RES 17-01-R Authorize Exec of Archon AGRMT for 1 Washington Place.pdf

14. **RESOLUTION 17-04-R: Authorizing Execution Of A Contract With Sparc, Inc. For Branding And Identity Services (SCB 12/29/16 COW 1/10/17 13/0) CD**

    Documents:

    RES 17-04-R Branding-Sparc Contract Combined.pdf

15. **ORDINANCE 17-02: Proposing The Establishment Of Special Service Area Number 61 For The One Washington Place Development (SCB 12/28/16 COW 1/10/17 13/0) CD**

    Documents:

    ORD 17-02 1WashingtonPl SSA 61.pdf

16. **ORDINANCE 17-06: Amending Ordinance 89-90 Eliminating Property From The Riverfront Redevelopment Area Tax Increment Financing District (TIF #1) (Chris Aiston 1/6/17 COW 1/10/17 13/0) CD**

    Documents:

    ORD 17-06 TIF1.pdf

17. **ORDINANCE 17-07: Amending Ordinance 04-09 Eliminating Property From The Downtown Redevelopment Area Tax Increment Financing District (TIF #3) (Chris Aiston 1/6/17 COW 1/10/17 13/0) CD**

    Documents:

    ORD 17-07 Eliminating Property from TIF 3.pdf

18. **ORDINANCE 17-08: Approving The Washington-Wilson District Redevelopment Project (Chris Aiston 1/6/17 COW 1/10/17 13/0) CD**

    Documents:

    ORD 17-08 Approving W-W District TIF RP-P.pdf

19. **ORDINANCE 17-09: Designating The Washington-Wilson District Redevelopment Project Area (Chris Aiston 1/6/17 COW 1/10/17 13/0) CD**

    Documents:

    ORD 17-09 Designating W-W TIF.Jan16-17.pdf

20. **ORDINANCE 17-10: Adopting Tax Increment Financing (TIF) For The Washington-Wilson District Redevelopment Project Area (Chris Aiston 1/6/17 COW 1/10/17 13/0) CD**

    Documents:

    ORD 17-10. Adopting W-W District TIF financing.Jan16-17.pdf

21. **ADMINISTRATOR'S REPORT**

22. **COMMITTEE REPORTS**

23. **OTHER BUSINESS**

24. **MAYOR'S REPORT**

25. **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
December 13, 2016
Committee of the Whole
City of Batavia

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

Chair Brown called the meeting to order at 7:30pm.

1. Roll Call

Members Present: **Chair Brown; Ald. Russotto, Atac, Chanzit, Stark, Wolff, Salvati, O'Brien, Callahan (via telephone), Meitzler, Mueller, Botterman, Cerone, and McFadden**

Members Absent:

Also Present: **Mayor Schielke; Laura Newman, City Administrator; Scott Buening, Director of Community Development; Jeff Albertson, Building Commissioner; Drew Rackow, Planner; Peggy Colby, Director of Finance; Gary Holm, Director of Public Works; and Jennifer Austin-Smith, Recording Secretary**

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

3. Matters From the Public (For Items NOT on Agenda)
There were no matters from the public at this time.

4. Public Hearing – WWTP Project Summary and Preliminary Environmental Impacts Determination
Chair Brown opened the public hearing. O'Brien read the public hearing statement:

The City of Batavia has submitted a loan application to the Illinois Environmental Protection Agency seeking funds to construct certain wastewater projects. The IEPA's loan program requires that the potential environmental impacts of the proposed wastewater projects be assessed. The Assessment was carried out in conjunction with the State's review of the City's facility plan. Prior to final approval of the plan, the public's comments are sought regarding environmental impacts of the proposed project.

The IEPA has reviewed the facility plan and has determined the project to be technically sound and cost-effective. Unless new information gained from the public causes reconsideration, the Agency will approve the facility's plan at the close of the public comment.

The City of Batavia is making available for public inspection and comments a Project Summary and Preliminary Environmental Impacts Determination (PEID). The document is available for

public inspection here at City Hall and on the City's website. Written comments on the document may be submitted at any time up to and including December 23, 2016. Written comments may be submitted by mail to either the City's Deputy Clerk or to:

Chris Covert, Project Manager
Infrastructure Financial Assistance Section
Illinois Environmental Protection Agency
Bureau of Water
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Chair Brown asked if there was anyone from the public that wanted to address the Committee on this matter. There were none.

Motion: To close the public hearing
Maker: O'Brien
Second: Salvati
Voice Vote: 14 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.

5. Discussion: Branding Study Consultant Selection (SCB 12/5/16) CD

Richard Cassis, Sparc Inc., explained community branding to the Committee. Mary Ann Rood presented on the following:

- 3 Phases (pre-phase, phase 1, phase 2, phase 3)
- Working with us (partners with our clients)
- The plan would be ready by the first day of summer

Richard Cassis shared the work that they have done. Rood stated that the Committee would be involved along the way for approvals. Brown stated that way finding is an important aspect to the branding project. He stated that he does not want to forget our history and where we came from. Rood stated that understanding where you have been empowers you to where you want to go.

Atac asked how could we be sure we get the proper sample from the community. Jackie Short stated that she has been a professional researcher for 35 years. What she would be doing is looking at all of the different segments: the public, internal people, business people, people who do their shopping and dining in Batavia, etc. There are basic statistical methodologies to know how much are needed in a survey. She would like to get as many responses as she could possibly get. The more responses that they have the more robust the data would be.

Atac asked about the logo. Rood stated that the surveys would allow for an informed decision on whether or not a new logo is needed. Brown commented that he likes the logo as it is. Atac noted that the logo is an additional cost to the City. Cassis stated that even as an additional cost it is still within the budget. Stark commented that the park district and school district have their own logos. She asked if there is a way to make our logo cohesive instead of having a lot of diverse

groups happening. Stark asked it that could be part of the branding project. Rood answered that it could. Cassis stated that it depends on if you want it to be and if you do they could make that part of the project. There were no more questions from the Committee.

6. Discussion of the Braeburn Marsh CD

Holm stated that in October they got the permit. This fall we tried to push the burn up to the fall but the conditions were not favorable for the burn. The burn will be done in the spring, which is the schedule that the Army Corps of Engineers had set up for the City from the beginning of this process. Mayor Schielke stated that there are some concerns about the walkway in the marsh and its safety. Holm noted that the walkway is in the part of the marsh that is not Batavia's. The Forest Preserve District and not the City manages that part of the marsh. Staff has expressed to the Forest Preserve District, per the Mayor's request, to do more burns and maintenance to their portion of the marsh.

7. Ordinance 16-82: Amending the Official Zoning Map for a Planned Development Overlay District – 607 S. Jefferson St. (Rackow 12/8/16) CD

Stark reported that this ordinance is for the redevelopment of the old Blaine Street School. It opened as a school in 1906 and closed in 1969 and then it was used as a trade school in 2004 and since then it has been unoccupied and used for storage. The applicant who purchased the property would like to turn the school into a two unit dwelling and add a single-family residence west of the existing structure. Rackow noted that the ordinance does include the driveway prevision that the Plan Commission discussed and did not feel was necessary to be included. Staff does feel that using the existing driveway widths creates too much pavement on the property and that could be addressed by cutting the driveway back.

The Committee discussed the site plan and existing driveway. Mike Spillane, Spillane and Sons, explained that removing the driveway would increase the cost of the project by $10,000 and for this project it is not necessary. Spillane continued that he does not know if reducing the width of the driveway could be done. There is a concave characteristic of that driveway in order to allow rainwater to drain. We think that it may change some of the characteristics of the driveway and cutting it could cause deterioration. Wolff stated that he sees the logic in keeping the driveway the way it is. It drains and it works. Mayor Schielke asked what the color of the building would become. Spillane stated that the color choices have not been chosen yet but there will be a change in color.

O'Brien asked about making the asphalt a little wider. Spillane stated that it is based on the code. Buening suggested a good compromise would be having a variance to widen the driveway. Spillane stated that flaring the existing driveway could be easily done. They are not in support of removing the driveway altogether. Callahan stated that Spillane's work and quality is unmatched and he would defer to Spillanes's thinking on this. O'Brien stated that he would support a variance to widen the driveway. Spillane agreed that widening the driveway was a good compromise. Spillane added that they are decreasing the water run off on the site by 60% and he is not concerned that widening the driveway would increase water retention or shedding.

Brown asked about a fenced area around the construction site. Albertson stated that the new single-family house would require a fence around the property when it is built. Safety fencing to

keep people out of the construction site for the remodel would not be necessary since most of the work will be done inside.

Stark asked if there was anyone from the public that wanted to speak. There were no members from the public that addressed the Committee.

Motion: To recommend to Council approval of Ordinance 16-82: Amending the Official Zoning Map for a Planned Development Overlay District – 607 S. Jefferson St amended to include the modification of proposed driveways to meet appropriate driveway width
Maker: O'Brien
Second: Salvati
Roll Call Vote: **Aye:** O'Brien, Callahan, Meitzler, Mueller, Botterman, Cerone, McFadden, Russotto, Atac, Stark, Chanzit, Wolff, Salvati, Brown
Nay: None
14-0 Vote, 0 Absent, All in favor, Motion carried.

8. Resolution 16-95-R: Authorizing the Sale of Municipally Owned Real Estate at Wilson Street and Spuhler Drive (SCB 12/8/16)

Buening stated that this is the property that was recently denied for rezoning for the twelve-unit project. Staff is looking to put this property up for sale again. Buening stated that once the property is put on the market again the Council could decide whether or not to accept any of the bids and then staff could proceed with whomever is interested. Buening stated that this would be posted for sale at the beginning of next year.

Motion: To recommend to Council approval of Resolution 16-95-R: Authorizing the Sale of Municipally Owned Real Estate at Wilson Street and Spuhler Drive
Maker: Wolff
Second: McFadden
Voice Vote: 14 Ayes, 0 Nays, 0 Absent
All in favor, Motion carried.

9. Resolution 16-94-R: Authorizing Execution of the Preliminary Engineering Services Agreement for Prairie Street Reconstruction Project (Pine Street to Wilson Street) with Crawford, Murphy and Tilly Engineering in the amount of $277,927.66 (Tim Grimm 12/7/16) CS

Bari reported that the City had received credit funding through the Kane/Kendall House of Mayors. Because this is federal funding we have to go through the pre-engineering and design engineering process. The City has followed the federal process to find a consultant. The final proposal was $277,927.66 and the funding would be coming from our grant funding that we received in 2014 from the Illinois Department of Transportation (IDOT). Mayor Schielke commented that staff did a wonderful job putting this project together.

Motion: To recommend to Council approval of Resolution 16-94-R: Authorizing Execution of the Preliminary Engineering Services Agreement for Prairie Street

Reconstruction Project (Pine Street to Wilson Street) with Crawford, Murphy and Tilly Engineering in the amount of $277,927.66

Maker: O'Brien
Second: Cerone
Voice Vote: 14 Ayes, 0 Nay, 0 Absent
All in favor, Motion carried.
CONSENT AGENDA

10. Resolution 16-97-R: Authorizing Execution of Task Order #10 with Trotter and Associates (Byron Ritchason 12/7/16) PU

O'Brien noted that the list of improvements are listed in the memo distributed to the Committee. Ritchason stated that one example of the list of improvements is the design of Flynn Street improvements. He explained that this came about in the review process. Staff looked into that area and thought ahead to Main Street improvements and we are tearing up that road anyway. They would like to get this designed and done before the road is all torn up.

Trotter reported that they are opening bids on the first phase on Thursday. Once they open bids they will provide a recommendation to Council for award. They will submit the package to IEPA so they could start their process. He anticipates that sixty-days after bid opening the City should receive a loan agreement from the IEPA, which should give us an award in February and have the project breaking ground in March of next year.

Motion: To recommend approval of Resolution 16-97-R: Authorizing Execution of Task Order #10 with Trotter and Associates
Maker: Wolff
Second: McFadden
Voice Vote: 14 Ayes, 0 Nays, 0 Absent
All in favor, Motion carried.
CONSENT AGENDA

11. Resolution 16-98-R: Change Order in the amount of $34,193.25 to the construction contract with Geneva Construction Company for 2016 Street Resurfacing Program (Rahat Bari 12/9/16)

Bari stated that this is the final change order. The biggest quantity that has changed is the asphalt quantity. He stated that we need a little more asphalt than anticipated in the beginning. One other change was adding four inches of striping that was requested by the residents at a COW meeting. Geneva Construction has completed all this work already. Wolff noted that the City spent $16, 448 on the striping for Woodland Hills Road so people could know how to stay on the road. O'Brien stated that the striping was done because of a safety concern. He continued that the contractor should have had some foresight rather than making the asphalt too high. Botterman concurred. O'Brien asked if Geneva Construction would return to repair any ponding that should occur. Bari answered if it is a construction defect they would return to repair it. Bari added that staff has been keeping an eye on the area for ponding.

Motion: To recommend to Council approval of Resolution 16-98-R: Change Order in the amount of $34,193.25 to the construction contract with Geneva Construction Company for 2016 Street Resurfacing Program
Maker: Wolff
Second: McFadden
Voice Vote: 14 Ayes, 0 Nays, 0 Absent
All in favor, Motion carried.

12. Ordinance 16-79: Amending Title 4 Chapter 5 Section 8 (C) of the Batavia Municipal Code for Leaf and Brush Pickup Fee (Peggy Colby 12/6/16) GS

Atac reported that as a part of trying to balance our budget, the Council agreed to increase the Leaf and Brush Pickup Fee by one dollar to almost cover the cost of the program.

Motion: To recommend to Council approval of Ordinance 16-79: Amending Title 4 Chapter 5 Section 8 (C) of the Batavia Municipal Code for Leaf and Brush Pickup Fee
Maker: Wolff
Second: Cerone
Voice Vote: 14 Ayes, 0 Nays, 0 Absent
All in favor, Motion carried.
CONSENT AGENDA

13. Ordinance 16-80: Increasing Motor Fuel Tax and Amending Title 3 Chapter 23 Section 3 and Section 6 of the Batavia Municipal Code (Peggy Colby 12/6/16) GS

Atac reported that in an effort to balance our budget there would be an increase of one cent per gallon for a total of three cents for the Local Motor Fuel Tax. There is also an incentive for people to use the online program that was purchased last summer. There would be a half percent credit for filing online and a half percent credit for paying online. Colby stated that all of the gas station owners were notified.

Motion: To recommend to Council approval of Ordinance 16-80: Increasing Motor Fuel Tax and Amending Title 3 Chapter 23 Section 3 and Section 6 of the Batavia Municipal Code
Maker: Cerone
Second: Russotto
Voice Vote: 14 Ayes, 0 Nays, 0 Absent
All in favor, Motion carried.
CONSENT AGENDA

14. Ordinance 16-81: Amending Title 3 Chapter 25 Section 7 of the Batavia Municipal Code (Peggy Colby 12/6/16) GS

Motion: To recommend to Council approval of Ordinance 16-81: Amending Title 3 Chapter 25 Section 7 of the Batavia Municipal Code
Maker: McFadden
Second: Cerone

Voice Vote: 14 Ayes, 0 Nays, 0 Absent
All in favor, Motion carried.
CONSENT AGENDA

15. Resolution 16-93-R: Authorization for an Interfund TIF Loan (PC 12/7/16) GS

Atac stated that the TIF 1 would require a loan this year to meet its expenditures that we budgeted. The electric utility would lend us a million and a half dollars. The memo has outlined how the City would repay the loan. Colby stated that the expenditures are occurring right after the first of the year and that is why she came to the Committee now. This is simply a loan and the payback schedule is included. Wolff commented that this is very similar to the General Fund loan that is almost paid off.

Brown asked how can the electric fund be doing well enough were we could loan money to take care of other projects in town when we just recently had to raise our electric rates to cover our expenses. Colby answered that there were revenue bonds that were outstanding that refunded at the end of 2015. Part of the revenue bonds requires us to hold eight million dollars to the side and the money not be expendable funds. Once we refunded the revenue bonds with general obligation bonds that removed the revenue requirements and those funds are expendable now. We did not propose a rate increase after the fund refunding.

Brown stated that he does not feel comfortable with taking money from our electric fund when we do not know the future of our electric utility. Colby stated that we have committed to the expenditures so we could also take it out of the General Fund. Brown agreed that we have committed to the expenditures but we have not committed to the Blue Goose. Brown continued that there is a lot of backlash regarding our electric utility and it does not seem right to use the electric fund money for anything other than electric. Colby stated that it would be repaid and it is simply a balance sheet item. She continued that all of the City's money is in one pot and is accounted for in various funds in the accounting software.

Sylvia Keppel, 1420 Becker Avenue, addressed the Commission. She stated that she shares the same concerns of what if we need that money to cover the electric utility, especially since we are losing two of our biggest electricity users that have announced that they are going to leave this year. What happens when they leave and leave a big whole in our budget. She noted that when the purchasing of properties with TIF 1 was discussed she mentioned that TIF 1 does not have any money. Now the City is borrowing to try to get the money to cover that. She is very disappointed with that. Keppel stated that the document that was online lumps TIF 1 and TIF 3 for the total revenues and expenditures. She stated that the assumptions are that there is always going to be growth and the economy is not going to crash. A lot of this is based on assumptions and you are borrowing based on assumptions and she asked the COW to take that into consideration. She asked the COW to not take from the electric utility fund because that was promised to pay for Prairie State. She urged that the electric funds remain separate.

Colby clarified that this is just an accounting function and has nothing to do with the debt of Prairie State. It is an accounting function on how we could account for the loan but it could be taken from the General Fund if desired by the Committee.

Wolff stated that taking from the electric fund makes the most sense since we have already taken a loan out of the General Fund. He questioned if taking the money out of the General Fund would affect our bond rating as well. Chanzit stated that this is purely an accounting function to get the bill paid.

Motion: To recommend to Council approval of Resolution 16-93-R: Authorization for an Interfund TIF Loan as presented
Maker: Cerone
Second: Wolff
Roll Call Vote: **Aye:** Cerone, McFadden, Russotto, Stark, Chanzit, Wolff, Salvati
Nay: Brown, O'Brien, Callahan, Meitzler, Mueller, Botterman, Atac
7-7 Vote, 0 Absent, Motion tied.

Mayor Schielke voted as a tiebreaker and voted no.

Motion: To recommend to Council approval of Resolution 16-93-R: Authorization for an Interfund TIF Loan taking 1.5 million dollars out of the General Fund in lieu of the electric fund as recommended
Maker: Brown
Second: Botterman

Discussion was held on the motion. Newman pointed out that if we were to take the money out of the General Fund reserves it would effect our days of cash on hand. Colby agreed and stated that it would have some impact on how the bond raters rate us next year, even thought they could see it is an inter-fund loan on a balance sheet. Colby stated that she will talk to the financial advisor on what the impact would be. If it were negative than we should consider going to a bank and borrowing the money and paying more interest from the TIF and spread out the bond issue for next year rather than making the cap on qualified bonds. Brown stated that he would be okay with that option politically. He would rather see the TIF pay some interest than take it out of the electric utility. Chanzit stated that this is idle money and it is a left pocket right pocket scenario. There is no risk because we are paying back ourselves and we will always pay back ourselves. He understands the political complications of this but the money is idle in a CD or it is idle paying the best customer in the world, ourselves. We would not default on ourselves. Wolff stated that we could end up costing ourselves more money through the TIF and the General Fund because we are not going to be able to borrow money at the same rate because we do not have the reserves. That does not make any sense and it does no good for the taxpayers.

Roll Call Vote: **Aye:** Brown, O'Brien, Callahan, Meitzler, Mueller, Botterman, Atac
Nay: Cerone, McFadden, Russotto, Stark, Chanzit, Wolff, Salvati
7-7 Vote, 0 Absent, Motion tied.

Mayor Schielke voted as a tiebreaker and voted yes.

Colby noted that there are other funds that have long-term investments, such as the Fire Capital Fund. There are other sources that she could separate the money out. Wolff stated that it is not fair to gut other funds.

16. Resolution 16-96-R: Change order in the amount of $39,413 to Construction Contract with Pirtano Construction Company, Inc (Robert Rogde 12/8/16) PU

O'Brien explained that this is a change order for directional boring.

Motion: To recommend to Council approval of Resolution 16-96-R: Change order in the amount of $39,413 to Construction Contract with Pirtano Construction Company, Inc
Maker: Brown
Second: Atac
Voice Vote: 14 Ayes, 0 Nays, 0 Absent
Motion carried.
CONSENT AGENDA

17. Project Status

Newman reported that the One North Washington project was presented and it received unanimous approval from our Historic Preservation Commission (HPC). The HPC noted that they were very impressed with the elevation on the Washington Avenue side. They felt that it would be a fantastic and interesting addition to our downtown area. The HPC commended Shodeen for the way they incorporated some of the elements of the historic buildings that surrounded the area, in particular the Crane Building.

Newman asked for a list of topics that the COW would like to address and discuss in the coming year. She would like to balance those topics throughout the year within the agendas. She asked for those items by the end of the year.

18. Other

O'Brien asked if there were any developments for the Blue Goose. Newman answered that they are meeting once per week and sometimes twice per week. They are very near the term sheet and once that is achieved she will report back to the Committee. She would like to present this as a unified proposal.

19. Executive Session:

a. Purchase or Lease of Property (SB)

Motion: To enter into executive session for the purchase or lease of property
Maker: Cerone
Second: O'Brien
Voice Vote: 14 Ayes, 0 Nays, 0 Absent
Motion carried.

The COW entered executive session at 9:51pm and exited at 10:11pm.

20. Adjournment

There being no other business to discuss, Brown asked for a motion to adjourn the meeting at 10:11pm; Made by O'Brien; Seconded by Mueller. Motion carried.

Minutes respectfully submitted by Jennifer Austin-Smith

Building Activity Report Summary

December 1, 2016 - December 31, 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	2	$112,500	$3,057.69	7	$731,263	$4,807.69	0	$0	$0.00	9	$359,000	$3,444.00
Modification	19	$108,225	$3,548.19	513	$4,077,777	$85,394.32	30	$183,215	$5,869.82	774	$6,463,497	$98,533.51
New	1	$650,000	$11,325.69	16	$7,022,879	$181,440.59	1	$302,298	$10,440.09	16	$7,299,575	$167,591.73
Other	23	$208,576	$1,370.00	732	$4,453,581	$53,475.06	25	$125,791	$1,998.58	587	$3,585,302	$39,330.08
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	1	$0	$0.00
Totals	45	$1,079,301	$19,301.57	1268	$16,285,500	$325,117.66	56	$611,304	$18,308.49	1387	$17,707,374	$308,899.32
Two Family												
Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	0	$0	$0.00	13	$74,726	$3,696.25	0	$0	$0.00	18	$143,439	$3,200.00
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	0	$0	$0.00	8	$33,183	$645.00	2	$8,180	$110.00	16	$76,560	$1,050.00
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Totals	0	$0	$0.00	21	$107,909	$4,341.25	2	$8,180	$110.00	34	$219,999	$4,250.00
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	0	$0	$0.00	167	$2,771,165	$32,611.00	0	$0	$0.00	252	$1,596,284	$14,250.00
New	1	$13,000,000	$553,419.82	6	$13,546,500	$576,852.50	0	$0	$0.00	1	$97,000	$4,193.11
Other	3	$8,130	$3,528.08	152	$562,231	$12,248.08	0	$0	$0.00	147	$767,165	$10,449.00
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Totals	4	$13,008,130	$556,947.90	325	$16,879,896	$621,711.58	0	$0	$0.00	400	$2,460,449	$28,892.11

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	3	$71,810	$666.00
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	0	$0	$0.00	2	$25,000	$186.00	0	$0	$0.00	3	$5,630	$140.00
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	1	$0	$0.00
Totals	0	$0	$0.00	2	$25,000	$186.00	0	$0	$0.00	7	$77,440	$806.00

Commercial Office

Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	0	$0	$0.00	15	$853,073	$9,024.00	2	$85,500	$988.00	10	$131,300	$1,804.00
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	2	$23,700	$241.00	19	$171,978	$1,491.00	1	$2,180	$75.00	16	$61,361	$909.00
Special Event	0	$0	$0.00	1	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Totals	2	$23,700	$241.00	35	$1,025,051	$10,515.00	3	$87,680	$1,063.00	26	$192,661	$2,713.00

Commercial Retail

Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	2	$1,000	$130.00	27	$905,728	$25,583.17	0	$0	$0.00	23	$3,455,263	$37,378.76
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	2	$7,924,714	$252,674.60
Other	5	$11,949	$335.00	59	$529,378	$3,985.00	7	$46,547	$1,025.00	63	$535,374	$6,085.00
Special Event	0	$0	$0.00	4	$0	$1,014.85	0	$0	$0.00	4	$0	$486.62
Totals	7	$12,949	$465.00	90	$1,435,106	$30,583.02	7	$46,547	$1,025.00	92	$11,915,351	$296,624.98

Industrial

Addition	0	$0	$0.00	2	$10,325,000	$468,238.27	1	$1,913,697	$28,845.90	1	$1,913,697	$28,845.90
Modification	3	$324,000	$3,441.00	27	$2,406,063	$15,707.33	5	$623,780	$595.00	33	$4,742,709	$122,114.90

New	0	$0	$0.00	1	$5,561,000	$214,006.20	0	$0	$0.00	1	$75,000	$300.00
Other	3	$16,745	$55.00	69	$1,261,830	$3,102.00	5	$27,065	$426.00	65	$1,972,152	$33,229.37
Special Event	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	2	$0	$2,357.50
Totals	6	$340,745	$3,496.00	99	$19,553,893	$701,053.80	11	$2,564,542	$29,866.90	102	$8,703,558	$186,847.67

Institutional

Addition	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Modification	1	$0	$0.00	10	$796,015	$4,205.00	2	$101,000	$32.00	13	$1,294,552	$9,019.50
New	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00	0	$0	$0.00
Other	3	$36,200	$405.00	21	$903,684	$11,914.73	1	$3,550	$0.00	25	$285,756	$1,360.00
Special Event	1	$0	$0.00	33	$0	$19,334.43	0	$0	$0.00	36	$0	$16,895.43
Totals	5	$36,200	$405.00	64	$1,699,699	$35,454.16	3	$104,550	$32.00	74	$1,580,308	$27,274.93

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	1	$10,000	$150.00	1	$10,000	$150.00
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	1	$10,000	$150.00	1	$10,000	$150.00

MINUTES
December 12, 2016
Historic Preservation 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 Hagemann called the meeting to order at 5:30pm.

2. Roll Call

Members Present: **Chair Hagemann; Vice-Chair Roller; Commissioners Bus, and Sherer**

Members Absent: **Commissioners Sullivan and Hohmann**

Also Present: **Laura Newman, City Administrator; 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: November 14, 2016; November 28, 2016

Motion: To approve the November 14, 2016 minutes of the Historic Preservation Commission (HPC)
Maker: Roller
Second: Sherer
Voice Vote: 4 Ayes, 0 Nays, 2 Absent
Motion carried.

Motion: To approve the November 28, 2016 minutes of the HPC
Maker: Bus
Second: Roller
Voice Vote: 4 Ayes, 0 Nays, 2 Absent
Motion carried.

5. Matters From the Public (for items not on the agenda)

Chair Hagemann asked if there were matters from the public for items not on the agenda. There were none.

6. COA Review Continued: 107 North Batavia Avenue – Façade Improvements (Clement Arechiga, Applicant)

This item was discussed after the 15 North Washington agenda item due to the applicants not in attendance at the beginning of the meeting.

Carlos Arechiga reported that in 2014 they were rewarded a public image reward. He submitted color options for the HPC to consider. He stated that any of these color options would bring the building back to life. They prefer the St. Charles building color, which is the first option presented to the Commission titled "Stay in Lime." Hagemann asked if this color is their brand identity. Arechiga stated that in the future they would love to continue with the green color. For this building the capstone would be a limestone sill. The canopy would be painted to blend with the stone tile along the base of the building. A sample of the tile was shown to the Commission. Samples of the colors were provided on the applicant's phone.

Roller stated that the stone tile should be appropriate for vertical application. The painting of the sloped roof and the parapet breaks up the feel of the green. Roller stated that the color at the St. Charles location is very vibrant and assessed that the dark stone and the dark canopy are good to break up the color. She likes the limestone being used.

Sherer stated that the bright and vibrant colors identifies with the food that is being served inside. She likes that the vibrant color and it would also make it have a better chance of people seeing the building. Sherer stated from a branding standpoint the bright color is good.

Bus stated that this is a big improvement from what was seen last time. This is a much better version tonight than it was two weeks ago. He likes the green and the choice of materials and it is a big improvement to what currently exists.

~~Hohmann~~ Hagemann stated that he understands that as a business owner you want to carry your brand. This area in town does not have a lot of identity on that corner besides gas stations. This building, as proposed, starts to add an identity to that corner that didn't exist before. It could also help as a landmark for directions to the downtown and could be a good addition to the downtown where it stands. He thanked the applicants for coming back and showing different options. Arechiga thanked the HPC and noted that a future development would include a patio for outdoor seating.

Motion: To approve the COA as submitted using the "Stay in Lime" color
Maker: Roller
Second: Sherer
Roll Call Vote: **Aye:** Roller, Sherer, Bus, Hagemann
Nay: None
4-0 Vote, 2 Absent, Motion carried.

7. COA Review: 15 North Washington Avenue – New Commercial Retail and Multifamily Building (1 North Washington LLC, applicant)

Don McKay, Principle for Nagle Hartray Architecture and architect for this project, addressed the Commission. Bus asked if the buildings that would come to the HPC in the future for demolition were contributing or noncontributing. Albertson reported that the Fischer property is non-contributing and the insurance office is contributing. Bus stated that we need to be aware that there are two demolition COAs that will be coming before the Commission. Dave

~~Patsalt~~Patzelt, Shodeen, suggested that the HPC make this COA conditional on the approval of the two demolition COAs.

Don McKay presented on the following:

- A1 – Site Plans
- A1 – Elevations
    - Design intent is to utilize the former church's chapel masonry, as it is feasible.
    - Brick base along the Wilson Street elevation and incorporate storefronts for the retail activities.
    - Design intent when it comes to signage.
    - Four stories of residential above the retail.
    - Washington Street elevation.
    - Fiber cement siding, shingle texture, the remainder would be clap board siding. The materials are very durable and have good aesthetic character.
    - Bookended approach to the building's appearance (double gable)
- State Street elevation – parking garage access pointed out. Parking garage doors will be removed from lower level garage.
- North River Street elevation – bookend approach (double gable), slightly recessed facade

McKay stated that the roof material color is drift wood and an asphalt shingle, which is intended to mimic the shingles that are on the church right now. He reported on the three colors for the siding: slate grey, wine red and yellow tan. State Street has glass on the corner, which is the beginning of the retail. The large retail windows were designed to mimic the Crane Building. Sherer stated that she does not want the existing buildings to get lost due to the color of the proposed development. She gave the example of the Crane Building on the corner. McKay stated that the Crane building is very special in character and would hold its own. This proposed development should change the character along the block but he hopes that it would not be in a negative way. Hagemann stated that he thinks the Crane building would stand out more against the proposed building rather than being blended in.

Sherer stated that the Commission really appreciates the cooperation with the HPC and Shodeen. Hagemann stated that incorporating the bell tower and the materials helped this building be solely Batavia's and not similar to Dodson Place in Geneva. Bus stated that he is glad that the HPC discussed the importance of the bell tower and that it was included in this new development. Bus stated that the bell tower becomes taller now and becomes more of a landmark that it was in the past. It would be nice to see some kind of a plaque about the bell tower incorporated into the streetscape. Sherer stated that the plans grow on you and she likes the dark masonry of the building, notably along Washington Avenue.

Roller stated that Washington Avenue elevation is her favorite and it helps break up the elevation. She stated that it would be nice to have a signage standard to keep consistency amongst the multiple retailers. Roller asked about the River Street to State Street corner where we have the glassy retail, she wants to make sure that it would get some extra attention to make sure that it blends well with the general look of River Street. She continued that the architect has done a very good job at making a large building look smaller. Hagemann commended the care

taken and incorporating the features of significant buildings. Washington Street is a huge positive to that street. This is an enormous improvement to the broken down parking lot that is in that area right now. This adds a lot to the historic downtown. The detail and the willingness shown to work with the historic nature is a huge plus and perceived greatly by this Commission. ~~Patsalt~~ Patzelt stated that it is their intent that this is the building that gets built and they do not plan to deviate from the plan. If they do deviate from this plan they would have to return to the Commission.

Motion: To approve the COA as presented in the packet for approval in relation to the coloring, materials with the condition of the demolition of the two remaining buildings
Maker: Sherer
Second: Bus
Roll Call Vote: **Aye:** Roller, Sherer, Bus, Hagemann
Nay: None
4-0 Vote, 2 Absent, Motion carried.

Bus asked what would happen to the pipe organ in the building. ~~Patsalt~~ Patzelt stated that he has heard that someone has expressed an interest in the pipe organ. However, if there were no one interested in purchasing the pipes they would like to take them as architecture and use them in the entries.

8. Historic Plaque Program
This item was tabled until the next HPC meeting.

9. Updates:

1. **7 East Wilson Street – Historic Inspection**
2. **Anderson Block Building – Masonry Maintenance**
3. **Significant Historic Building Inspection Program**
4. **10/12 North River Street – Historic Inspection**
5. **227 West Wilson Street – Historic Inspection**
6. **109 South Batavia Avenue – Historic Inspection**
7. **8 North River Street – Historic Inspection**
8. **16 East Wilson Street – Historic Inspection**
9. **Certified Local Government**

Albertson reported that he would be sending out an inspector at the end of this season to receive status updates on all of these buildings. Albertson explained that there has been work done at each of these locations but we need to find out what is left to do.

10. Other Business
Hagemann asked for the Certified Local Government representatives review the HPC's Design Guidelines.

11. Adjournment

There being no other business to discuss, Chair Hagemann asked for a motion to adjourn the meeting at 6:52pm; Made by Bus; Seconded by Roller. Motion carried.

Minutes respectfully submitted by Jennifer Austin-Smith

CITY OF BATAVIA
MINUTES OF THE BATAVIA CITY COUNCIL
September 6, 2016 at 7:30 p.m. - City Council Chambers
100 N. Island Ave. Batavia, Illinois

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

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

2. INVOCATION FOLLOWED BY PLEDGE OF ALLEGIANCE led by Ald. Wolff

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

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

City Administrator	Laura Newman
City Attorney	Kevin Drendel
Deputy City Clerk	Christine Simkins
Finance Director	Peggy Colby
Police Chief	Gary Schira
Director Community Dev.	Scott Buening
Building Commissioner	Jeff Albertson
Electric Department	Bob Rogde

4. ITEMS REMOVED/ADDED/CHANGED

Item # 12 Ordinance 16-55

Motion by Ald. Atac, seconded by Ald. Stark, to approve the Amended Consent Agenda
Motion Carried 14 yea/ 0 nay/ 0 absent

5. CONSENT AGENDA

ACCEPT AND PLACE ON FILE:

A. July 2016 Financial
B. Plan Commission/Zoning Board of Appeals Minutes for July 20, 2016
C. Committee of the Whole Minutes for June 28 and August 2, 1016

APPROVALS:

D. **August 20, 2016 Payroll $767,672.28**
E. Accounts Payable Check Register: $4,409,512.77
F. **RESOLUTION 16-72-R: Approving Task Order #9 with Trotter and Associates, Inc. (Gary Holm 8/11/16 COW 8/16/16 14/0)PU**
G. **RESOLUTION 16-71-R: Authorization to Purchase a 2016 Ford F250 Truck Chassis from Morrow Brothers Ford for $26,580.00 (Scott Haines 8/9/16 COW 8/16/16 14/0)PU**
H. **RESOLUTION 16-73-R: Authorizing Reduction of Letter of Credit Amount for Tanglewood Subdivision Unit 5 and Accepting Public Improvements of Water, Sanitary System (Rahat Bari 8/18/2016 COW 8/23/16 13/0)CS**
I. **ORDINANCE 16-51**: Establishing a TIF Public Hearing Date (Chris Aiston 8/17/16 COW 8/23/16 13/0)
J. **ORDINANCE 16-52**: Establishing a TIF Interested Party Registry (Chris Aiston 8/17/16 COW 8/23/16 13/0)
K. **RESOLUTION 16-75-R: Authorizing Execution of a Master Services Agreement with Schweitzer Engineering Laboratories, Inc. (Bob Rogde 8/23/16 8/30/16 12/0)PU**
L. **RESOLUTION 16-76-R: Authorizing Execution of an Agreement with Schweitzer Engineering Laboratories, Inc. for Task 1 for an amount not to exceed $148,200.00 (Bob Rogde 8/23/16 8/30/16 12/0)PU**

Motion by Ald. Atac, seconded by Ald. McFadden, to approve the Consent Agenda as presented. Motion Carried 14 yea/ 0 nay/ 0 absent

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

Resident Jack Walker read the following:

ONE

Good Evening

My name is Jack Walker

My address is 1081 Woodland Hills Road Batavia

I have lived at this address for 35 years.

On August 31st I addressed each of you by e-mail concerning the completed road construction and the loss of the curbs on Woodland Hills Road.

I included pictures taken after a light rain showing the condition of my front yard with water standing in my driveway unable to run uphill to the storm sewer. The driveway is about 10 feet from the catch basin.

As there are no water retention ponds in this area, the road with the curbs and the inadequate storm sewer beneath it are the only path for rain runnoff and sump pump ground water removal from our neighbor hood.

We have had numerous issues. Some storm water also affecting the Sanitary sewer.

Now almost 3 miles of road frontage soil and grass will channel water into these non silt filtering drain guards and catch basins that continually have standing water, continually creating mosquito breeding habitats.

Standing water in driveways and in yards caused by the soil erosion will make this problem worse.

TWO

What unknown problems will be created by this added silt in the storm sewer ?

The curb also served to channel traffic and somewhat

act as a safety barrier between the road surface

and the side walk. We have a side walk only on the west side of the street.

It varies from five feet to a couple of inches from the roadway.

Basically a street with curbs has been transformed into a country blacktop road.

The speed of traffic is already adjusting to this appearance.

Making the drive and the walk less safe.

We must also consider the reduced curb appeal which will

definitely affect property values.

Who will consider buying a house on Woodland Hills Road considering the future need

to rebuild the storm sewer and the curbs and gutters. Who will pay for it?

I received a reply to my e-mail from one alderman -

Thank you Mr Botterman - fifth ward alderman --

Thank you for your call - your visit with me and my neighbors is appreciated

Woodland Hills Road is in the first ward.

I also received a reply from Mr Gary Holm

This is that reply :

THREE

From Gary Holm

copied: City Council Mayor City Administrator Rahat Bari

Mr Walker,

Thank you for your inquiry regarding Woodland Hills Road

The **practice** of overlaying gutters has been done for the past 40+ years
overlaying gutters?? The Curb is overlaid??
It is considered a safe, standard industry **practice**

It is a **practice** that is commonly employed by municipalities

throughout Chicagoland on various roadway types

The City of Batavia has **adapted** this **practice** to maximize the number of
ADAPTED THIS PRACTICE ?? Was the change or adjustment in practice -- to bury the curb??
roadways we are able to repair with the funds available

The cost to completely remove and replace the

curb and gutter along Woodland Hills Rd

(similar to the picture you provided for Sunset)

would have been 2-3 times the total value of our entire annual program
Cost two to three times ??? What will be the cost to replace the destroyed curbs?
Did the entire curb fail ?? WHEN will that happen?? Who will pay for it??
Overlaying the gutter enabled us to resurface the roadway,
Overlaying the gutter?? There was significant curb repair before it's burial>>
reestablish positive drainage,
reestablish positive drainage??
and gain additional life out of the infrastructure at a reasonable cost
gain additional life out of the infrastructure?? How about the Curb as infrastructure??

FOUR

The City feels that we provided a safe, effective improvement

Channeling of traffic?? Lack of barrier between sidewalk and roadway??

As with all of our improvements, the City will continue to

monitor how the roadway functions over time

If additional modifications need to be made,

additional modifications>>

such as additional pavement **striping**, we will act accordingly

seriously additional pavement striping?? act accordingly---WHEN?

I assume this was to answer my concern that my mailbox has been knocked down 4 times by a snow plow --- There is no curb reference for the driver to follow on the curve approaching

Thank you again for your inquiry

Gary Holm, Professional Engineer Director of Public Works City of Batavia

(630) 454-2309

FIVE

Reviewing that reply causes these concerns ==========FROM TOP OF THREE

SIX

I ask of the council that you add to your agenda a time to discuss what can be done

to correct the problems caused by this action.

I also ask that my remarks be included in the minutes of this meeting

Thank you

Good Evening

Resident George Baker, who has resided at 1152 Woodland Hills Dr for 38 years, addressed the Council. Mr. Baker stated he is a retired Professional Engineer registered with State of Illinois. He also said he has a Civil Engineering Degree. Mr. Baker said, I agree with everything Mr. Walker has laid out before me this evening. I am ashamed of what has been done regarding this issue. I question whether competent supervision from the City ever happened with this project. For having a large contract like this and the City not supervising on site is the cause of these problems. As Mr. Walker has stated it is very easy to see there are many problems and it's going to be hard to fix this mess. Thank you for your time.

Resident Yvonne Dinwiddie who resides at 1156 Pine St addressed the Council:

(See Next Page)

To: The City Council 9/6/2016
From: Yvonne Dinwiddie
Subject: A preliminary report on the True Cost of TIF Projects

As you all are aware, I am against TIF projects. I am not against development and I am not against all development incentives – just the unproductive and costly ones.
TIFs, in general, have not delivered results as promised and/or expected, especially here in Batavia. I was living in Batavia when TIF 1 was implemented. It was supposed to last 23 years but just when the taxing bodies were supposed to regain their lost tax revenues, the city decided to extend the TIF for another 12 years. In addition, the city decided to add more TIFs ensuring that the other taxing bodies would be without additional revenue for 23 years. The city keeps saying "BUT FOR" TIFs there would be no development in Batavia because Developers claim it isn't profitable. However, I don't believe that the true cost of TIFs in Batavia have ever been analyzed. I am endeavoring to do just that. So, here is a preliminary overview of the costs of the TIFs and the losses in revenue to the School District and the Park District for just one TIF – TIF #1.

There are 148 parcels in TIF#1 with a total assessment of $9,591,977. The TIF increment, or the money that went into the TIF Fund totaled $7,727,056 while the remaining taxing bodies received $1,444,405 according to the TIF Parcel Report by TIF District, Kane County. That means that the cost of the TIF to the other taxing bodies, which also includes the portion of taxes that the city should have gotten for our general fund, was the $7,727,056. Yes, that's the increment. Our other taxing bodies had to forego $7,727,056 revenue just to finance the TIF 1 for one year. Now, multiply that loss of revenue for just the 12 year TIF extension and conservatively, the taxpayers, along with other taxing bodies are losing $92,724,672 in revenues that could be used to fund schools, infrastructure repairs for the city, parks, library, and other taxing bodies. That does not take into account any increase in property values which would make the loss even more – potentially over $100 million to our schools, library, park district, city etc. Let's take just one parcel out of that TIF1, one that Dick Benson brought up last week so we can bring the figures home and put them on our front doorstep. Mr. Benson paid $9,827.12 in real estate taxes. Only $772.00 of that $9,872.12 went to the School District. Only $45.78 of that $9,000 went to the City of Batavia's general fund. Only $64.26 of that money went to the Park District. The City got to collect $8,651.78 of that total $9,827.12 for the TIF fund which ignores the needs of all the taxpayers in Batavia who are not in a TIF District and who are residents. The TIF benefits, for the most part, developers and businesses supposedly to attract business and improve downtown. We give grants to businesses, rent subsidies, and even loans to businesses that should be able to stand on their own while talking about the lack of funds to fix storm sewers, and other infrastructures that are critical to the citizens of Batavia. Just to bring the point home, had the Benson property not been in a TIF and had the TIF not been renewed, the school district would have enjoyed an increase of tax dollars from the $772.00 in the TIF to $5,682.89 – an increase of over $4,000 for our schools. So until the TIF runs out in 2028 or 2029, the School District will only receive $772.00 a loss of about $4,000 per year. The losses would also apply to the City, which would have gotten $337.01 for the General Fund had the TIF not been extended and the Park District which would have seen an increase from $64.26 to $473.02 had the TIF not been extended.

Now, let's look at another potential parcel. When the City buys property that is already on the tax roles and is producing tax revenue, the tax base goes to zero. That means that whatever

property the city purchased is now tax exempt. If the City purchases the six tax generating parcels listed as Larson/Becker properties, the current total tax of $31,803.90 becomes $0 tax dollars generated. Currently those 6 parcels provide $19,784.48 to the City's TIF #1. So, if the city buys the property, we immediately lose nearly $20,000 in TIF funds. However, in addition to this, we lose the $484.86* tax dollars that are supposed to go into the General Fund to fund our city's expenses. The School District loses $7,838.88* in TIF base taxes and the Park District loses $652.50* in TIF base taxes. As long as the city owns the property, there is no tax. Remember this property is already part of TIF 1 so those losses are not the actual losses had there been no TIF. Without a TIF the actual taxes generated on those six properties for one year are $31,803.90. Now let's add to the cost the $1.25 million proposed purchase price and, as I understand it, most of that money will be coming as a transfer from our general fund which means that we have $1.25 million less to repair our sewers, road repairs, and other city obligations. According to reports from the city, TIF 1 Fund Balance is a NEGATIVE $1,129,139. So much for TIFs generating funds.

I have repeatedly stated that TIFs are Corporate Welfare and that the taxpayers are being forced to subsidize businesses that should be supporting themselves and providing income to the city, not siphoning it. Some research gleaned from the Internet produced the chart and some of these statements.

"In 2002 economists at Department of Economics Iowa State University, claimed that "existing taxpayers, its householders, wage earners, and retirees are aggressively subsidizing business growth and population" in TIF designated zones in IOWA. " "The TIF process arguably leads to favoritism for politically connected developers, implementing attorneys, economic development officials, and others involved in the processes."

"Although generally sold to legislatures as a tool to redevelop blighted, some districts are drawn up where development would happen anyway, such as ideal development areas at the edges of cities. California has passed legislation designed to curb this abuse."

In economics, we talk about "opportunity cost" and "hidden costs" and "direct and indirect costs". When our community development officer comes in here painting his rosy scenario on TIFs, using his BUT FOR statement that development won't come if we don't finance it, I have to ask about his competence in attracting business. Obviously what he has proposed so far isn't working all that well and we can't keep doing the same things over and over and expect different results. We still have problems keeping businesses in town. It seems like as soon as their gravy train ride is over, they pack up and move on to greener pastures leaving us with a self-fulfilling continuous blight. After all, we've extended a 23 year TIF for an additional 12 years – 23 years wasn't long enough to cure the blight? 23 years is a lifetime. Our children have not seen the benefit of those funds for their 12 years in Batavia Schools and their children's children will not see the benefit of those lost funds for 12 years and now it is extended for 12 years – spanning generations.

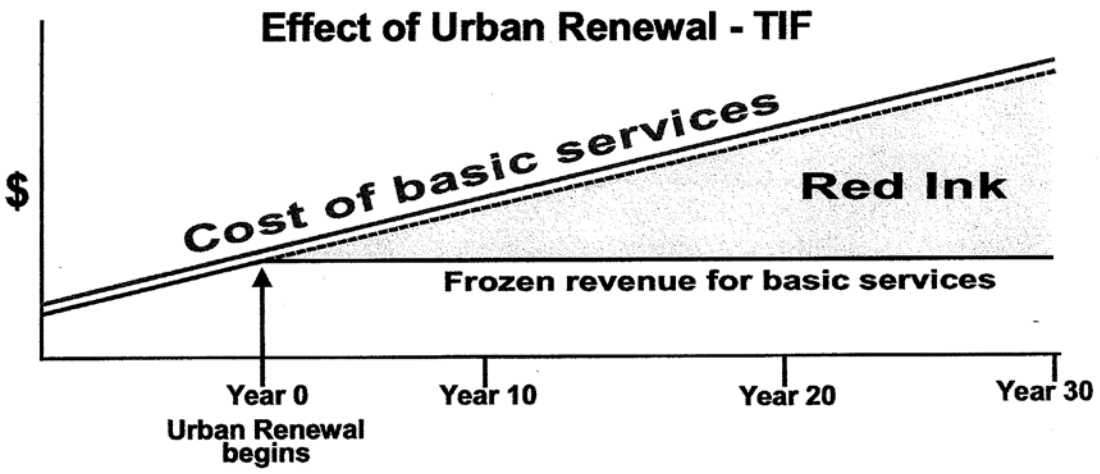
Furthermore, the City keeps adding TIF districts which takes even more money from the schools, parks, city, and other taxing bodies. So, for our lifetime and a good portion of our children's lifetime, the frozen revenues for basic services that our taxing bodies require will not cover the increases in payroll costs, inflation, population growth, etc. leaving us with no choice

* These figures are exclusive of the pension taxes for simplification.

except to pay higher and higher taxes and add service costs like a storm water utility which should have been funded with our tax dollars. Our school districts and other taxing bodies will raise taxes, add or raise user fees, and generally, as has been done in Batavia, put off necessary infrastructure repairs due to lack of funds.

I remember Bill McGrath telling me that there wasn't money to fund the recommendations in the Trotter study that recommend fixes for our sewers and storm water that we, the taxpayers paid for. However, there seems to be infinite money to buy property and give it to developers, subsidize developers, and ensure that they can make a profit while ignoring the rest of the residents outside the TIF districts. We can fund demolition of properties in the TIF for the benefit of the developer and cover possible asbestos removal and other hidden costs but we can't take care of the residents' flooding and other needs with out charging them more.

That's enough for now, there will be much more to follow.



Costs of basic services rises every year due to inflation, payroll costs, population growth, etc.

Revenue for basic services rises every year with increased property tax assessments.

When urban renewal begins, property tax revenue for basic services no longer increases as costs continue to rise.

Increasing property tax revenue gets taken, for decades, to retire the Urban Renewal debt.

For decades other tax revenue must replace what Urban Renewal has taken.
Without new or higher fees and/or taxes, services must be cut.

If the cost of basic services increases, with TIF in place, the result is a revenue shortfall that has to be paid from sources other than tax revenues of the TIF district to prevent service cuts.

That means school districts, libraries, park districts, Junior Colleges, to maintain services must, for example the public schools, must levy more, raise user fees, raise athletic participation fees, and to maintain coaches stipends find money from other sources in the district budget.

In 2002 economists at Department of Economics Iowa State University, claimed that "existing taxpayers, its householders, wage earners, and retirees are aggressively subsidizing business growth and population" in TIF designated zones in Iowa.

The TIF process arguably leads to favoritism for politically connected developers, implementing attorneys, economic development officials, and others involved in the processes

Although generally sold to legislatures as a tool to redevelop blighted, some districts are drawn up where development would happen anyway, such as ideal development areas at the edges of cities. California has passed legislation designed to curb this abuse.

7. CHAMBER OF COMMERCE

Holly Deitchman said she wanted to thank City Council for being there tonight and she said you could not pay me enough to be in your seats right now. Holly went on to say we appreciate your service to our community and for coming here and facing all your constituents. Holly said again thank you for your role in our successful community. Holly said she wanted to inform us of the upcoming Chamber Events:

Harvest Celebration is Sept. 21st from 5-8pm at Marmion's Abby Farms.
The Donna Dallesasse Award will be awarded to Tom Wangler, owner of Confidant Air. Tom recently stepped down after six years on our board. Tom is deserving of this award for his commitment and service to our community.
Holly stated she wanted to say thank you to the Mayor for the kind words about Donna Dallesasse. Holly said Donna will be missed as a mentor to herself and as a guiding light to the Chamber for many of the decisions she has made in her 2 ½ years with the Chamber. Holly said we will be honoring her at tomorrow's event. Donnas' family has been invited to attend.

Sept 28th is the Fox River Expo Luncheon. This event has many business people coming together. We have brought in a guest speaker. Nicks Pizza & Pub founder & CEO Hank Cerillo will talk about his practices for a successful business. Holly said this should be a fun enjoyable learning experience. This event will be held at the Grand Victoria Casino in Elgin.

Holly then stated they have issued a new City map. Batavia Chamber puts together a map every few years when needed. She went on to say they have 15 boxes so if anyone can use some she would be happy to bring them some. The map has a photo contest online that consists of all local artists to choose from. There are also plenty of local ads from businesses so please always look for those. Speaking of awesome businesses in our community, Holly stated, we have Missy Hartman here tonight from the Tea Tree @ 29 North River St. She's here to talk about how excited she is to have her business here in Batavia.

Missy said thank you Holly.

Missy stated first she wanted to thank the Chamber of Commerce for featuring the Tea Tree this month. She then said secondly, she wanted to thank City Council again for helping her with the build out stages of her store. Missy said and third I want to thank the rest of Batavia for their sincere, warm welcome in the last few weeks. She said it's been a great four weeks, and this weekend is the Grand Opening Celebration, so please come stop buy. There will be prizes, raffles and samples. Tea Tree is a retail shop just across the river @ 29 North River St. Missy stated we are a retail shop that offers teas, oils, olive oils, vinegars, fresh spices, essential oils, candles and soaps. She said we are looking forward to

seeing many Batavia residents hopefully. Please check out our Facebook page for hours and more information. Thank you.

Mayor said thank you and welcome to Batavia.

8. APPROVAL: Demolition Certificate of Appropriateness 400 South Shumway Avenue (Jeff Albertson 8/16/16 COW 8/16/16 13/0)CD

Ald. Brown stated this is regarding the Wastewater Treatment Facility which is subject to a streamline process. The Historic Preservation Committee found this was a non contributing structure that had been built in the 70's. They looked at the site layout, proposed layout, and exterior esthetics and the HPC felt the City and the consultants should be congratulated for nice design. Historic Preservation reviewed and recommended along with Staff to approve this certificate of appropriateness for demolition.

This is the first phase of a multi-year, muti-million dollar upgrade of the sewage treatment facility. This step is required to start this project due to aging infrastructure and also required by the Illinois Environmental Protection Agency to up to compliance.

Motion by Ald. Brown, seconded by Ald. O'Brien, to approve the APPROVAL of demolition certificate as presented. Motion Carried 14 yea/ 0 nay/ 0 absent

9. APPROVAL: Demolition Certificate of Appropriateness 111 East Wilson Street, 133 East Wilson Street, 20 North River Street(Jeff Albertson 8/16/16 COW 8/16/16 13/0)CD

Ald. Brown stated this City approved demo will create a significant parcel for redevelopment within the downtown area. The Facility Feasibility Study done in 2013 documents the significant deterioration in structure and water intrusion in the building. The Batavia Historic Preservation Committee approved and classified 111 E. Wilson and 20 N. River St. as non-contributing buildings. The HPC classified 133 E. Wilson Sts as a Batavia Historic District building. Ald. Brown stated the minimum of two public meetings to approve the demolition certification of appropriateness have been completed. The 1st meeting established architecture and historical signs of the structure to determine if sufficient information was submitted to consider the application complete. Once the application was determined complete the next HPC Meeting provided more information as

to the saving of the Bell Tower and making of a Memorial for it. All four primary factors and several secondary factors were met. They reviewed renderings for the Patzel Bell Tower and it was not high enough per the building architect. The solution was to increase the lower base. At this the HPC considered the application complete. The HPC recommended review at the COW.

Ald. Botterman stated that during this presentation he felt staff found no sign of deficiency in structure to justify the demo of the Baptist Church. He said he felt the demo was solely for the purpose of accommodating a Shodeen property. Ald. Botterman stated this is why I voted no for the recommendation of demolition at the COW meeting & will also be voting no this evening.

Motion by Ald. Brown, seconded by Ald. Stark, to approve the APPROVAL of demolition certificate as presented. Motion Carried 13 yea/ 1 nay/ 0 absent

10. APPROVAL: Waive Formal Bidding on an Agreement with Hitachi HVB, Inc. for 345kV Breaker Maintenance for $50,000 (Bob Rogde 8/22/16 8/30/16 12/1)CD

Ald. Chanzit stated this is already budgeted work over by Fermilab. Work to be approved Resolution 16-74-R

Motion by Ald. Chanzit, seconded by Ald. O'Brien, to approve the Waive of Formal Bidding as presented. Motion Carried 14 yea/ 0 nay/ 0 absent

11. RESOLUTION 16-74-R: Authorizing Execution of an Agreement with Hitachi HVB, Inc. for 345V Breaker Maintenance for $50,000 (Bob Rogde 8/22/16 COW 8/16/16 12/1)CD

Motion by Ald. Chanzit, seconded by Ald. Cerone, to approve the RESOLUTION 16-74-R as presented. Motion Carried 14 yea/ 0 nay/ 0 absent

12. ORDINANCE 16-55: Removed from Agenda

13. ORDINANCE 16-43: Approving and Authorizing the Acquisition of Certain Real Property Located Along North River Street, Commonly Known as the "Larson-Becker Company Property" (Chris Aiston 9/1/16 COW 8/9/16 9/3)GS

Laura spoke that this will afford the City temporary parking for use while building 1 N. Washington. This will also help to control future development, and would connect N. River to Challenge Windmill area. Redevelopment is happening to create over 100 spaces. We plan to keep after develpoment to further study adequacy along with new development. This will also allow bike path and connect it to the north path. $1.25 Million price listed 2x more prior to this is a good investment for the City. The $ 675,000 from sale of Speedway property and TIF 1 funds will be used to pay for it.

The Mayor noted he received multiple calls asking what the City will do after park use. He said buying both sides of the streets now is a good idea as there are interested parties to buy in the future if we sell. We hope the City would recapture the money as people have lined up to bid on this. He said this is one of the last solidly riverfront development properties in the Tri City area. He said he is confident we will recapture the investment costs. He said it is not the City's intent to own it forever.

Ald. O'Brien agree with this stating we bought the Speedway lot after a lot of push back because it was coming off the tax role. $36,000 off tax role is now sole for profit now at a higher tax rate and revenue is coming in. It was a highly successful purchase. He believes this property will have the same ending.

Ald. Callahan he has been contacted with overwhelming support of this and only a few concerns. He said it is a no brainer for what they want to see for the direction for the City. He said he feels it is a continuation of the 3Million already invested in that street. We Just welcomed a new business who is not a crony and will not benefit by opening with TIF funds, that's where TIF $ is being spent. These small businesses in our town receive the benefits and that is what we want in our town. Ald. Callahan asked to explain the TIF purchase of Speedway and how much did city purchase for.

Laura Newman said it was given to us.

Ald. Callahan said that is correct so a $675,000 property given we were able to invest into our community.

Ald. Stark said she lives around the corner to the Larson Becker property and has talked to neighbors who are very supportive of the project. She said the street are always filled with cars for River St. She said this is a huge benefit for businesses on that street we put so much investment into.

Sylvia Keppel said what bothers her is the control. That we feel we have to purchase to control development. Have 6-121-R resolutions active signed Nov 2006 – parameters in place. The concerns are not addressed- that falls into developing for parking favors developers to purchase. Sylvia asks if this is so prime why still on market? Many years manufacturers had plants with environmental concerns? What about the cleanup costs. Please make this study condition of the sale. Buying with assumption Shodeen project will go through. What of traffic studies? These haven't been completed – yet going through

with. This was just put out Friday afternoon it is the 1st anyone heard about it. No cow meeting? Sylvia said she is asking to slow this down and protect our interests before signing. Please demand a phase 2 environmental study – no need to hurry get all in order and answer all our questions before making a large purchase.

Al. Wolff said I was on council in 2006 and what you talked about right there is exactly what we doing today. Trying to implement what is in there. This is a step toward that.

Sylvia what does it say about further development. What happens if needed it for parking because Shodeen does not provide for parking.

Ald. Wolff it says in residential temporary.

Sylvia said that's the plan, but what if plans change.

Ald. Wolff said lots of plans change. We allowed a single story building to go up we would never allow to go up today. Not a person on council would approve that today.

Sylvia said she is asking to wait until the parking study is done. Then temporary becomes permanent.

Ald. Wolff said it is not going to take away from the riverfront. The parking lot slope is so large of an area the riverfront parking lot is nowhere near it.

Sylvia said what about the East side? Why buy the east side too if not needed.

Ald. Wolff stated this comes as a package deal.

Kevin Drendel stated there was a Phase I study done in 2010. The Phase II is paid up from, but we get back at closing.

Charlie Corey who resides at 1311 Towne Ave stated that he hasn't heard any discussion on the cost to build the temporary parking lot. How much more is it going to cost us to do the work for a temporary fix? There will have to be guard rails & lighting Etc.

Motion by Ald. Brown, seconded by Ald. Fischer, to approve the ORDINANCE 16-43 as presented. Motion Carried 13 yea/ 1 nay/ 0 absent

14. ORDINANCE 16-57: Authorizing Execution of a TIF Redevelopment Agreement with 1 N. Washington LLC and Relating to a Multi-Story, Mixed-Use Building at Washington Avenue and East Wilson Street(Laura Newman 9/2/16)

Laura Newman spoke stating this redevelopment is an agreement for multi story multi use public 350 space parking. It will include commercial space of 14685 sq ft, 180 1-2 bed residential rental units. In exchange for all of this, we will issue 14 million bond debts. It is located in the Washington Wilson TIF district, which is already part of TIF 1 & 3. This area has done nothing to stimulate growth over the years. We submitted to 24 different developers and did not receive one viable proposal. Shodeen took another look to look over the studies. TIF is a program for municipalities to use increment tax to increased property value and develop blighted area. They then reimburse the developer for private developer costs. It lasts 23 yrs which is enough time to allow pay off of bonds and for the developer to be reimbursed and costs to be recaptured. They will have three ways to minimize risks. The special service area which is a tax against property owner, they will make up any deficiency annually. Second way protected the developer must issue a bond to cover 115% of costs. 3rd way insurance policy rebuilt in event of catastrophe.
Contingencies on the deal that studies will need to be completed. Laura then introduced Dave Patzel.

Dave spoke that Shodeen has been a family business for over 55yrs. They are a developer and they do historic preservation. They own and manage commercial properties and commercial development. Shodeen has worked on National Hotels such as Marriott and the Harrington. They are also a home builder. Shodeen has been very successful and have many rewards. A video presentation was shown.

Laura Newman stated that we expect returns on this project. This will be adding public parking and a 180 apartment complex. Laura said if left as is, the value may decrease. We development tax revenues for the City will increase.

Ald. Callahan stated he wanted to mention Batavia isn't trying to be like any other city. He stated many have moved from St. Charles or Geneva to Batavia because they feel this is a family community that is kid friendly

Jeff Heise who resides at 918 Bluestem Ln. stated he thinks this is a great town. He has raised two boys here. He mentioned we pay top dollar to live here. He said he thinks it is a no brainer to make River St nicer.

Sylvia Keppel said she would like the agreement changed to have a cover for the school district if funds are paid off. Right now there is a 50/50 developer City split.

Kevin Drendel stated the SSA Gap is in increment if the Bonds are paid off.

Sylvia said that the clause is 40% to the schools before the split.
Sylvia stated she spoke with a State Rep, who is a former Mayor in West Chicago who said a 2nd bridge in Batavia would be a better development benefit than this. Sylvia said there is no way to keep out subsidized housing. If this is so there will be more children which will hurt the school district. Sylvia said she would just like all of the studies done before signing the contract. Sylvia asked if all has been looked at per City code for parking. Sylvia asked we slow down the process.

Ald. Callahan stated the RDA is statutory language for the schools.

Laura said there is an actual operation cost per student. This agreement shows they will be paid in full.

Chris Aiston stated they anticipate no more than 26 students. The school cannot receive more than the 40% of total increment. Chris said they have looked at comparables for their target demographic.

Carl Dinwiddie asked who has the final approval.

Scott Buening Stated the Bell Tower plan by the architect will replace part of the existing church.

Carl Dinwiddie asked if Shodeen can just do whatever they like with asthetics.

Ald. O'Brien stated please look at the new Walgreen and the McDonalds, those are two nice buildings. He said this Council is up to task.

Ald. Callahan stated they have reviewed fourteen plans on this.

Carl Dinwiddie asked they take a poll of residents on this. He said he thinks a one level would be more attractive.

Chris Aiston said because of the bedrock they can only go so deep for the foundation.

Ald. O'Brien said he was concerned about the foundation and the money involved.

Marcia Boyce spoke. She said she is a Main St board member as well as a business and property owner in town. Marcia said she is very positive about this improvement. She feels this is a good idea.

Motion by Ald. Brown, seconded by Ald. Stark, to approve the ORDINANCE 16-57 as presented. Motion Carried 13 yea/ 1 nay/ 0 absent

15. ORDINANCE 16-48: Authorizing Execution of a Purchase and Sale Agreement with JOL Joint Living Trust for the Purchase of Property, 121 E. Wilson Street(Chris Aiston 9/1/16)GS

This is the Frydendall property which will be used for TIF development. The price will be $195,000 as well as $5,000 seller moving costs $2,500 lawyer fees. This will bring the total to $202,500.

Motion by Ald. Atac, seconded by Ald. Chanzit, to approve the ORDINANCE 16-48 as presented. Motion Carried 13 yea/ 1 nay/ 0 absent

16. ADMINISTRATOR'S REPORT – City Administrator Laura Newman

Laura stated the August 19th Park District Dam Study is being updated. They are adding an action plan and are in contact with IDNR and river engineers.
We are also doing a space study with Lane Allen September 14th.

Laura said she wanted to mention Officer Mark Scoroff saved a life on August 13th on the State St Bridge.

The Brush pick up will be Sept 12th for the East Side. And Sept 19th for the West Side.

Ald. Botterman said he wanted to mention the time to discuss the Woodland Hills issues would be at the COW meeting on Sept 13th.

17**. COMMITTEE REPORTS**
Community Development Committee- Ald. Brown

Ord. 16-60 and Res 16-81 regarding 2400 Hawks Dr.
They will discuss video gaming and possibly televising the COW meetings.
The Plan Committee meeting has been cancelled.

Government Services Committee- Ald. Atac

Nothing on the agenda

City Services Committee – Ald. Wolff

Discussion on televising the COW & Plan Commission meetings

Public Utilities – Ald. O'Brien

Nothing to report

18. OTHER BUSINESS:
None

19. MAYOR'S REPORT

The Mayor said he wanted to mention again that he met for the Mayors Report in Chicago to discuss the future of the Chicago Region. He said he was approached multiple times again about the surge in rehabbing houses in Batavia. The Mayor said we are unique because our Community Development is up because we have good Scandinavian built homes that were well constructed. Also many people are relocating to our town due to the great schools. The Mayor said he keeps getting rave reviews and it speaks well of our City.

20. EXECUTIVE SESSION: Purchase and Sale of Electric Power

Motion by Ald. Brown, seconded by Ald. Stark, to go into Executive Session. Motion Carried 13 yea/ 1 nay/ 0 absent

All those who entered Executive Session returned to Open Meeting.

21. ADJOURNMENT 10:00 p.m.

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

Minutes prepared and submitted by,
Christine Simkins
Deputy City Clerk

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

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

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

2. INVOCATION FOLLOWED BY PLEDGE OF ALLEGIANCE led by Ald. Russotto

3. ROLL CALL: 13 of 14 aldermen were present.
Aldermen (by ward): Michael O'Brien (1), Scott Salvati (1), Martin Callahan (2) Alan Wolff (2), Dan Chanzit (3), Susan Stark (4), Paula Mueller (4), Kevin Botterman(5), Lucy Thelin Atac (5), Michael Russotto(6), Nicholas Cerone, (6), (David Brown (7) and Drew McFadden (7) were present. Kyle Hohmann (3) was absent.

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

City Administrator	Laura Newman
City Attorney	Roman Seckel
Deputy City Clerk	Christine Simkins
Fire Chief	Randy Dieke
Economic Development	Chris Aiston
Community Dev. Director	Scott Buening

4. ITEMS REMOVED/ADDED/CHANGED

Move Items # 9, 10, 11, 12 after Consent Agenda and Before Public Hearing.

Motion by Ald. Atac , seconded by Ald. McFadden, to approve the amended Consent Agenda as presented. Motion Carried 13 yea/ 0 nay/ 1 absent

5. RESIGNATION: Accept Resignation from Alderman Kyle Hohmann
The Mayor read Kyle Hohmann's resignation letter. Kyle states that due to personal circumstances, he is moving out of the 3rd ward. According to state statues, he is required to step down and is unable to finish his term. Kyle states he is thankful for this experience, the education and the friends he has made during his time on Council.

Motion by Ald. Stark , seconded by Ald.Cerone, to approve the Consent Agenda as presented. Motion Carried 11 yea/ 2 nay/ 1 absent

6. CONSENT AGENDA

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
E. Accounts Payable Check Register $
F. RESOLUTION 16-85-R: Authorizing execution of the Contract for Nagel Basin Conversion with Applied Ecological Services, Inc. (AMP 10/21/16 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

Motion by Ald. Atac , seconded by Ald. Stark, to approve the Consent Agenda as presented. Motion Carried 13 yea/ 0 nay/ 1 absent

9. CHAMBER

Holly Deitchman spoke stating she wanted to say welcome to Scott Salvati, former recipient of the Donna Dallassasee Award. Holly stated she knows Scott has been committed to our business community, which is a reflection on how he will be serving on this Council.
Holly then announced the upcoming Chamber events.
Mayor's Breakfast November 10th 7:30 am. 160 people already registered.
Women in Business After Hours Networking at Bar Evolution Nov 10th 5-7pm
November 11th 5pm Ribbon Cutting for Bar Evolution.
Networking Event November 16th at at Bulldog Cellar 4-6 pm
December 13th Batavia Women in Business Holiday Networking Luncheon at the Fox valley Country Club. Proceeds are donated to Batavia Access Toy Drive & the United Way Adopt a Family.
January 27th The Inspire Award – Citizen of the Year Event. We have put out a call for nominations .

Holly then introduced the owners of Furniture Dollies:
Missy Scardini, Paula Carzi & Becky Hoy– Furniture Dollies moving locations.
Thank you holly, Missy, who is one of the owners of Furniture Dollies. Missy said their mission is to restore good quality, antique and vintage pieces. They search and find items then restore by painting. Different techniques are used and they use paint of every color. They also offer custom work for heirlooms. People who would like to do their own piece,

they have classes two times a month. All of the owners are from Batavia and have lived here 20 years. Missy said they couldn't imagine anywhere else to have their shop. They started this business 2 ½ yrs ago in their garages. In August they moved to the corner of State & Washington Ave. In the store they sell furniture, paint supplies, home décor & gifts. They also volunteer and donate their talents, time & items to several charities.

The Mayor said he wanted to express his joy in their expanded business in downtown Batavia. The Mayor asked Missy to remind all the stores information.

Missy stated they are at 103 N. Washington Ave. You can reach them by phone: 630-235-9753, Facebook or website: furnituredolliedltd.com . They are open every day of week except Wed. And they are open late on Thursday evening.

Mayor stated that he has some knowledge of Batavia history and wanted to mention the new location has had two fires in that building which everything had to be restored and replaced twice. The Mayor said so he feels this is the right environment for what they are doing.

10. PRESENTATION: Rotolo Middle School Girls Cross Country awards.

Ald. Wolff helped the Mayor pass out the certificates. The Mayor stated he is honored as well is the community by the achievements of the Rotolo Middle School girls who took 3rd place in the IL Cross Country Middle School competition.

Ald. Wolff read off the award recipiants: Leanna Bednarek, Samantha Edwards, Olivia Minik, Annie Molinhouse, Megan Pierce, Brook Mazos, Sofia Rigatano, Jenna Shiffer, Katrina Schlenker, and Lidia Schwesky.

The Mayor said the girls have made our community very proud. He went on to say this is a great achievement to have won such a nice award at a young age in their school career. The Mayor said the adults have a lot of anticipation in hopes of continuation of this success. The Mayor said he admires their dedication & commitment for how young you are. The Mayor then said we need to also thank and have some applause for Coach Hillman.

Coach Hillman spoke and said on behalf of RMS and the 130 kids in program, she wanted to thank everyone. Coach Hillman said this would not have been possible without the community and parents support. They have helped pouch a healthy lifestyle. Thank you all for all you do for us.

11. PRESENTATION: Waubonsee Community College
Dr. Blacksmith the Director of Education and Bruce Hartman Director of Accounting spoke. Dr. Blacksmith said this is a historic year for us. She said she is proud to recognize Batavia's support of higher education. Of 29,000 educated in the last 50 years, of those 8454 Batavia residents received certificates or a 2 year degree. Dr. Blacksmith went on to say Batavia has help advance leadership & helped to foster education to help develop

economic growth in the area. Dr. Blacksmith & Bruce Hartman presented the Mayor with a Access photo award taken of the Board of Trustees, Staff and students. She then said thank you so much.

12. PRESENTATION: Access Toy Drive

The Mayor said now we move on to one of the most meaningful moments in our community. The Mayor then introduced Roy Bailey & Rudy Dubase.

Roy Bailey spoke and said months ago he asked City Council for help finding a place to hold the Toy Drive and Batavia has found a place. Roy said thank you to the Mayor & City Council, Batavia Fire Dept. and City workers. Roy said he needed to say a special thank you to Laura Newman who really stepped up and was instrumental in finding a place for them to hold the Toy Drive. Roy said thank you Laura for making this another happy Christmas for the kids and said we need applause for Laura who really got it done. The Toy Drive will be held in the old Walgreens building. Roy said a lot of the toys in the church were lost because of mold. They were able to move some toys after they made sure they were safe. The Fire Dept. moved all the toys. Roy said so far 389 children have signed up but they are never sure what the final totals will be. The community can bring toys to: either Fire Department, Panera and the library to name a few spots. Any monitory gifts, cash, checks or gift cards can go to Batavia Police Dept. Checks can be made out to: Batavia Access Toys. The Toy Drive is Sunday Dec. 11th @ 2pm. We are one of the only communities in Fox Valley still able to do this.

Ald. Brown stated he started this tradition many years ago, that he would like to set the bar higher for the next Council meeting on Nov 21st. Ald. Brown said he would like everyone to bring a gift and get the word out. He stated for those who do not shop, to please donate.

Roy stated they need gifts from infant to 16 years of age. They never turn anyone away in need.

Laura Newman said she wanted to recognize Batavia Enterprise for their generous gift of this rent free space that will be used this year.

The Mayor said this is the 66th year and it started after WWII with the then Fire Chief Richter. At that time they would pick up and repair toys at the Fire Station. The Rotary Club stepped up to help. Batavia Access took over in the 70's by Mildred Bailey.

The Mayor said he wanted to mention how Batavia Fire Dept and Rotary Club stepped up to transport the toys to the new location. The Mayor said he felt proud to be a Batavian seeing this in action.

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

To start the hearing Chris Aiston submitted proof of public notices for the record. Two notices that were statute required were run in newspapers for general circulation. The

Daily Herald Certification of publication was presented for the dates of Oct 10 & 17th. Written recommendation of the Joint Review Board was submitted who had reviewed the documents Sept 27 & Oct 4th. The document Redevelopment Plan Program includes the Exhibit Eligibility Report this was given to the City Clerk for public record. Statute required certain information be presented at a public hearing. Chris stated he wanted to start by showing the boundaries of the 4.65 acre Washington and Wilson St. TIF Dist #5 which is made up of 9 parcels and rights of way. City considered the Eligibility Report and found the subject area did meet requirements = 50 % of the buildings were 35 years or older. Five of the other items of the thirteen were met. Existing land use has shown, mixed use for: institutional, industrial, business, commercial use. This plan meets requirements of the state statute and shows plighted conditions with intention to eradicate those. There are seven objectives listed in the plan. Each objective consists within the City's comprehensive plan which is required by statute. Proposed land used for mixed development. Phasing plan initial phase to be Washington & Wilson, faze two to be 206 N Wilson St. Budget eligibility costs could reach 23 million. Sources for primary funding the City intends to sell bonds and incremental taxes from redevelopment, insisting on paying bonds back. There will also be a proposed special service are.

Ald. Botterman asked Chris to please explain what the School Districts objection was to creating the TIF.

Chris stated the School Dist. voted against creating the TIF fearing the project may generate more children than the amount otherwise considered by state statute. Chris stated just for discussion purposes the EAV creates what we proposed there so the results in taxes were $715,000 in incremental funds. According to state statute to make a school district whole they are entitled up to 40% of that incremental towards paying the cost of the children from that project. The current per capita cost to educate a child in Batavia is $12,500. Lets Project out to the years 2019- 2020 when the project starts to absorb new residents that would be about $15,000 and looking at 40% of meeting costs to educate about 18 children plus or minus. Their feeling is they may have more children than the 40% would allow therefore they may lose funds. Chris stated in the long run taxing districts will benefit from creating a tax increment financial district as it creates more private investment and development. Our estimates are substantially lower in terms of the number of children from units. Every year the School District will have to prove how many children are in that project area and that are attending public schools. They will be paid based on each child per capita cost of educating this child. If the number of students does exceed, whatever that 40% of increment is then they will be at a loss. That is how the statute was conceived. The long range thinking of the legislature, was that the City is not going to be getting taxes neither will the County or Park District. Short term potential impact findings were negligible. In long term when the TIF expires, and the project is in place, there will be tremendous benefit to the district. Chris stated without creating aTIF district this may never have taken place at all. Chris said he appreciates the School Districts comments, but the statute is clear on the basis of the JRV approval. The requirements of the plan are included in the submitted documents for record. The eligibility criteria and objectives have been shown already earlier. The Majority of the attendees voted that the TIF district can be designated.

Ald. Callahan stated his area of concern was with trying to understand why there was 1 NO vote. He said he read the Minutes from that meeting to try to understand this. He stated he read as that the School District did not disagree with the City in regards to the expect number of students. He thought they were concerned about getting more money past the statute was were the City & School District were in disagreement. Ald. Callahan asked is that correct?

Chris Aiston replied they may not dispute the number of children, but put out for consideration it is possible they could have 60 kids at this project it is unsure. Chris stated the market does not indicate that is likely though. They are concerned if it does exceed then what happens? Chris stated the statute is clear, it is the law and cannot and should not be the basis to vote against the TIF in his opinion. The merits of creating a TIF are set forth in statute that there could be a negative impact while waiting for a TIF to expire. But again in the long run without the TIF a project may not occur and there would be constant stagnation. Chris stated without TIF, it is likely property values go down, so in the long run they will start losing money.

Ald. Callahan asked if the number that has been attached to the amount of students it would take to exceed the not fully funded amount is about 26 students, correct.

Chris Aiston responded that original number is incorrect. They had to recalculate only considering for purposes solely for the residential part of the project which brought the number down to 18 or 20.

The Mayor stated he had a call from a lady confused by this project process. She thought tonight was final vote on the issue. The Mayor said this is just the creation of Tax Increment Dist. And that could be applied to this or future projects in this district. The Mayor then went on to explain this project has to go through dedicated processes, reviews, commissions meetings before City Council will be discussing and voting on it.

Chris Aiston stated, yes this is correct. This hearing is just to create the TIF. We just happen to have a project at hand that helps to plan the TIF. Chris stated in the past TIF's have been created with a conceptual budget. Chris said with this case, we have precise information to write up plan. Approving the TIF does not mean we have to approve the project, the TIF is separate.

The Mayor explained to the caller that the Plan Commission will have a hearing initially scheduled for Dec 7th and there will be a fairly detailed discussion on the matter.

Laura Newman read Yvonne Dinwiddie's statement:
I am opposed to TIF development for a number of reasons. TIF's in Batavia have not proven to be successful. They have proven to be perpetual. The good citizens and tax payers of Batavia constantly have to subsidize businesses and developers at expense of the schools, parks and infrastructure of the City. A new TIF District will last 23 years

and can be extended 12 years. TIF 1 was to expire in 2016 and was extended 12 years to 2028. TIF 3 was to expire in 2027 has been extended to 2039. The taxing bodies will not be realized increased real estate taxes not received until these TIF's expire. However, the citizens are still paying taxes on any increases in property values instead of the money going to schools, parks and other taxing bodies. The funds instead go to the developer, and this TIF favors Shodeen. If the contracts were studied carefully I believe the Council & the City would see every safeguard that we citizens are to have contradicted and Shodeen will maintain the positive benefit. If we look at Shodeen expenses, they are very little as opposed to the tax payers. These TIF districts enrich the developer and bankrupt tax payers. There 10,000 parcels in Batavia of which nearly 400 are tax exempt or owned by the City, Park District or library. The TIFs encompass most of the downtown area, with the new TIF 4 including a substantial part of western Batavia. The Kane County TIF Parcel Report dated 8/29/16 states the total net tax value for those 400 parcels to be $25,425,038.00. Of that 25 million in value $700,000 is exempt. The total TIF is 18 million and goes in a TIF fund. That means any increase in value will be diverted to TIF funds which will go to developers to improve the TIF District. A TIF allows the City to raise taxes way beyond a required Referendum of citizens could approve. Because the City is Home Ruled, they can raise and establish fees without voter approval. There is never a guarantee a TIF will produce profits as property values goes up and down. Values across city have been depressed since 2008. TIF 5 is particularly disturbing to me because the City is taking parcels out of extended TIF Districts 1 & 3 and putting them into TIF 5, which will be extended 23 years. TIF's do not work and are self perpetuating do to the ups and downs of economy. Let's look at TIF 5 cost to tax payers. The City is building a parking garage at $400,000. The existing parking garage was found to be structurally sound, yet it will be torn down in favor of a Shodeen development and TIF 5. The City has purchased property at substantially higher market prices at tax payers' expense. The recent Fisher & Frydendall property purchases were on tax rolls so tax payers get double whammed because those properties come off tax rolls now. Sweetheart deals were made with the owners of those properties. We expect to see many more expenses involved with these purchases. We spent $715,000 for church without a proper clear deed and had a clause that it was to be used as a church. Then we are to spend $400,000 to build a new parking structure & pay to demolish the church & old parking structure. Taxes for the $200,000 Frydendall property will lose $3,000 in real estate taxes generated. The $600,000 Fisher property will lose $4,000 real taxes annually. Before anything more is done in TIF 5, tax payers will pay 2 million and lose over $7,000 more in real taxes annually. In addition to paying to demolish both properties we will be responsible to mitigate any environmental problems. The City will borrow to develop these properties and those loans will cost principle and interest to tax payers as well. Shodeen will purchase the property for $10. Eminent Domain was aslo threatened to the owners of the purchased properties. Meanwhile tax payers are forced to subsidize businesses in our downtown, while there is flooding & our streets are not being repaired properly because there are not enough funds. TIF's are a form of sanction, racketeering and have done little to improve plight of the tax payers. I have no problem providing incentives to developers, as those do not last 23 years. Downtown traffic will suffer until building is complete. If a developer can't afford to

buy their own building without the tax payer's help, I question whether that developer is capable. Shodeen uses tax payer money instead of his own, Shodeen is a slum lord. I urge the City to reconsider the TIF deal, 23 years is a long time.

Laura Newman read Sylvia Keppel's statement:
You have all heard my augments before on how you wrongly justify a TIF. I feel you might as well place all Batavia properties in a TIF, as it is the same pattern. There are inaccuracies found on pg. 26- the principle source of funds for this project are not be tax increments but bonds. I have asked other City's Aldermen their opinions and they say funding this way is putting tax payers at unnecessary risk. Shodeen lawyers will outmaneuver a City Council and who will lose the money, the tax payers. Pg. 26 also named other redevelopment areas may use utilize net increment tax to pay redevelopment costs in the event funds are not available. I don't like this section it makes me nervous. It comes down to I oppose the development chiefly because of the bonds and the traffic and parking problem it could cause. I notice in the parking study, things had been changed after discussing and would like to see the numbers. Specific to the parking, look at the financing behind net parking and we end up with 233 spaces? Divide this into 14 million this is approx. $ 60,000 per parking space, that is crazy.

Chris Aiston asked if there were any more comments.

Ron Garrison asked how he could get a copy of this documentation presented this evening.

The Mayor said he could contact Mr. Aiston at the City and he would provide him a copy.

Chris Aiston stated that document is also public record as well.

Chris Graham who resides at 524 Carlson Ct. addressed Council. She stated she is an East-Sider and her main concern for being there was the traffic problems she faced trying to get across the river. She stated, now that I listen about this TIF, I feel we keep paying and paying and am concerned for the School District and the potential cost to them for more than 18 students. Crossing the river is a big problem and this will have a big impact on that. Also, she added she does not think a 184 apartment units will be a good blend on Wilson St. & Rt. 25.

The Mayor said thank you.

Chris Aiston stated he wanted to remind all that these comments are part of public record. He said ultimately there is no vote required this evening, after meeting is concluded staff will prepare the Ordinances to design the TIF District. These three Ordinances will be presented at the COW meeting on Dec. 13th. Whether approved or not, they will have to go to City Council for final approval. Chris stated that again we

are talking about TIF District only, not the project that has been part of discussion this evening. The final vote will not be until the 1st or 2nd meeting January.

The Mayor asked for a motion to close the hearing.

Motion by Ald. Brown, seconded by Ald. O'Brien , to close the public hearing.
Motion Carried 13 yea/ 0 nay/ 1 absent

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

None

13. ORDINANCE16-63: 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

Ald. Brown stating they are looking to change who cares for this area. There will be fees assessed if not maintained.

Motion by Ald. Brown, seconded by Ald. Stark, to approve the Ordinance 16-63 as presented. Motion Carried 13 yea/ 0 nay/ 0 absent

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

Motion by Ald. Brown, seconded by Ald. Stark, to approve the Ordinance 16-64 as presented. Motion Carried 13 yea/ 0 nay/ 0 absent

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

This will be for retail and consumption purposes.

Ald. Callahan stated he has heard a lot of positive comments on this.

The Mayor said he has as well.

Motion by Ald. Atac, seconded by Ald. Wolff, to approve the Ordinance 16-65 as presented. Motion Carried 13 yea/ 0 nay/ 0 absent

16. ORDINANCE 16-66: Amending the Comprehensive Plan Land Use Map and Official Zoning Map to Service Business, 2080 and 2150 Main St (JLS 10/28/16 COW 11/1/16 10/0) CD

This is a proposal to redevelop the area.

Ald. Wolff asked what the time frame was on this.

The answer was within the next month.

Ald. Brown said he feels this is a great addition as this has been vacant for too long. In addition there will be a 7000 sq ft addition, along with landscaping. Also they will be stepping forward as the Home Owners Association leader. So they will be maintaining the area.

Ald. Stark said there will be over 1 million in improvements. There has been no one against this that she has heard.

Motion by Ald. Stark, seconded by Ald. Salvati , to approve the Ordinance 16-66 as presented. Motion Carried 13 yea/ 0 nay/ 0 absent

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

Motion by Ald. Brown , seconded by Ald. Stark, to approve the Ordinance 16-67 as presented. Motion Carried 13 yea/ 0 nay/ 0 absent

18. APPROVAL: 2017 Council, Committee of the Whole and Plan Commission Meeting Schedule (COW 10/25/16 13/0)

Ald. Brown mentioned if someone considered running for office to remember there are over 165 meetings scheduled in 2017. This is a big commitment.

Motion by Ald.Brown , seconded by Ald. Wolff, to approve the Approval of Meetings as presented. Motion Carried 13 yea/ 0 nay/ 0 absent

19. ADMINISTRATOR'S REPORT: City Administrator Laura Newman

Laura stated she wanted to thank all for attending the workshop on Saturday. They worked on strategic planning and ways of working with each other. Laura asked if in the future a weekday would be better.

Ald. Russotto stated he thought two Saturdays may have been better.

Ald. Cerone stated he thought they could have condensed to four hours.

Laura stated she agreed.

Ald. Mueller said she works on Saturdays.

Laura said she will try for a weekday evening next time.

Laura went on to say Andrea has been working with the Forest Preserve on the Braeburn Marsh issue. She has also met with the Army Core to get permission to do the burn.

Laura then mentioned the leaf collection is still going on.

Gary Holm stated they will keep collecting as weather permits.
After December 1st residents can put the bagged leaves on the curb at no charge.

20. COMMITTEE REPORTS:
Community Development Committee- Ald. Brown

The Cow meeting is cancelled.

Government Services Committee- Ald. Atac

Nothing on agenda

City Services Committee – Ald. Wolff

Ald. Wolff asked to please keep curbs and drains free of leaves.

Public Utilities – Ald. O'Brien

Nothing on agenda

21. OTHER BUSINESS:

None.

22. MAYOR'S REPORT: The Mayor said he wanted to share that Bob Popeck dies of a heart attack. Bob started with the City in the Fire Department. He then went on to work for the Police Dept. for 20 yrs of which 10 yrs he served as Police Chief. Bob was the person who changed having radios mounted on the car dashboard. He also started the personal portable radio for officers. Bob was instrumental in the start up of Tri-Com Dispatch in 1976. After serving as Police Chief, Bob served for 22 years as the City Assistant Administrator for the City. Bob leaves a legacy of his windmills in Batavia. He would search out all of Batavia's history with windmills and made sure he found 1 example of every type that had been produced in our town. The Mayor said Batavia is a better place because of Bob's legacy.

The Mayor then said Kyle's resignation put a vacancy in the 3rd Ward Alderman position. He said we will now accept resumes and letters of interest for the position. He said we hope to have interviews of the candidates on Nov 22nd as part of the COW meeting.

Ald. Brown December 5th meeting would be the time frame to swear in the new Alderman.

23. ADJOURNMENT 9:30 p.m.

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

Minutes prepared and submitted by,
Christine Simkins
Deputy City Clerk

CITY OF BATAVIA

DATE: December 14, 2016
TO: Committee of the Whole – City Services
FROM: Scott A. Haines, Street Superintendent
SUBJECT: Ordinance 17-01 Declaring Surplus Property

Staff recommends that the following vehicles be declared surplus property and authorization be given for staff to sell or auction them:

- Vehicle #3094 - 1997 Dodge Ram (Engineering)
  VIN: 1B7HF1378VJ625773

- Vehicle # 3969 - 2004 Ford F350 Super Duty (Water)
  VIN: 1FTSF31P74ED46088

- Vehicle #4149 - 2003 Ford Crown Vic (Meter)
  VIN: 2FAFP71W83X211041

Recommended Committee/Council Action
Recommend the approval of Ordinance 17-01 declaring above vehicles to be surplus property and authorizing staff to sell or auction them.

CITY OF BATAVIA, ILLINOIS
ORDINANCE 17-01

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

ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 17TH DAY OF JANUARY, 2017

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 17th day of January, 2017

Prepared by and mail to:

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

CITY OF BATAVIA, ILLINOIS
ORDINANCE 17-01

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

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

- Vehicle #3094 - 1997 Dodge Ram (Engineering)
  VIN: 1B7HF1378VJ625773
- Vehicle # 3969 - 2004 Ford F350 Super Duty (Water)
  VIN: 1FTSF31P74ED46088
- Vehicle #4149 - 2003 Ford Crown Vic (Meter)
  VIN: 2FAFP71W83X211041

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

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

- Vehicle #3094 - 1997 Dodge Ram (Engineering)
  VIN: 1B7HF1378VJ625773
- Vehicle # 3969 - 2004 Ford F350 Super Duty (Water)
  VIN: 1FTSF31P74ED46088
- Vehicle #4149 - 2003 Ford Crown Vic (Meter)
  VIN: 2FAFP71W83X211041

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

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

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

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17th day of January, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of January, 2017.

_____
Jeffery D. Schielke, Mayor

ATTEST:

_____
Christine Simkins, City Clerk

COUNCIL VOTE:

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

VOTE:_____ Ayes _____ Nays _____ Absent _____ Abstention(s) counted as _____

Total holding office: Mayor and 14 aldermen

DATE: January 9, 2016
TO: Aldermen
FROM: Jeffery D. Schielke, Mayor
SUBJECT: Community Band added to Batavia Access Organizations

As you all know, the Batavia Community Band is an all volunteer organization in which no one involved is paid anything for their efforts. The City has previously supported this group by allowing them to utilize city facilities (city council chambers) for band practices when it is not being used for city business.

Over the years the Community Band has experienced some expenses, mainly from the need to purchase printed sheet music and paying for the rights to play copyrighted music. The cost of this expense has been paid by individual members out of their own pockets.

Recently, the Community Band has been informed that they have received a very generous unsolicited donation from the Furnas Foundation which will cover the costs of their operation. This donation presents the need for the band to have a useable bank account and a party to oversee the account. Peggy Colby tells me that this can easily be handled in the same manner which we assist the 4th of July Fireworks Fund and the Access Christmas Toy program. Thus, we need to add the Community Band to our list of Access organizations approved by action of the City Council.

I want to stress that the Community Band is fully aware and understands that this action will in no way generate any funds for them from city government sources.

Should anyone have any questions relative to this matter please feel free to contact me.

CITY OF BATAVIA

MEMO TO: Committee of the Whole
Government Services

FROM: Gary J. Schira
Chief of Police

DATE: December 22, 2016

SUBJECT: Resolution 17-02-R Approving Contract with Drendel and Jansons Law Group to Provide City Prosecutor Services

We recently have been made aware that our contractual City Prosecutor Carolyn Schroeder of the Law Firm of Schroeder and Schroeder, 1250 Executive Place, Suite 201, Geneva, IL 60134 (630)262-9500, will be moving out-of-state to South Carolina at the end of the year and thus can no longer prosecute our local ordinance violations in Traffic/Field Court. She and her father have provided these services to us for approximately 22 years. For the last few years, Carolyn Schroeder has provided these services to the Batavia Police Department for a flat fee of $1600/month ($19,200/yr).

In light of the relatively short notice, I believe it wise to line up a competent and well-versed replacement City Prosecutor as soon as possible. With this in mind, it is my professional recommendation that we hire the same firm to do this that serves as our City Attorney – The Drendel and Jansons Law Group, 111 Flinn St., Batavia, IL (630) 406-5440. They not only have served a similar role in North Aurora where they have been the Village Prosecutor there for years, but City of Batavia staff and officials have developed a solid professional relationship with many members of this law firm through their recent years as City Attorney, specifically with Kevin Drendel, Carolyn Jansons, Roman Sechel and Ed Boula. They always have our best interest at heart and understand what our priorities are. This law firm is willing to provide these prosecutorial services for us for a flat monthly fee of $1900 ($22,800/year), which I believe is reasonable given the time demands.

Therefore, I request the attached Resolution 17-02-R and Agreement be discussed and approval recommended at the Tuesday, January 10, 2017 Committee of the Whole Meeting and it be formally approved at the Tuesday, January 17, 2017 City Council Meeting. If you have any questions reference the above, please contact me.

Copy to: L. Newman, City Administrator
Department Heads
City Attorney
Economic Development
D/C Autenrieth
D/C Eul
C. Shimp
J. Armbrust

CITY OF BATAVIA, ILLINOIS
RESOLUTION 17-02-R

APPROVING A CONTRACT FOR LEGAL SERVICES FOR TRAFFIC AND ORDINANCE VIOLATION PROSECUTIONS WITH DRENDEL & JANSONS LAW GROUP

WHEREAS, Carolyn Schroeder has been the City prosecutor for many years, but Carolyn Schroeder is moving out of state and will no longer be handling the prosecutions for the City of Batavia after December 2016; and

WHEREAS, the Drendel & Jansons Law Group is experienced in providing prosecutions for traffic and other ordnance violations for municipalities, and the City has an existing relationship with the Drendel & Jansons Law Group; and

WHEREAS, the Drendel & Jansons Law Group has submitted a proposed agreement for the provision of legal services to handle the traffic and ordinance violation prosecutions in the Kane County Branch Court after Carolyn Schroeder is done; and

WHEREAS, the Mayor desires to appoint the Drendel & Jansons Law Group, and the Council desires to give its advice and consent in favor of retaining the Drendel & Jansons Law Group to provide those legal services agreement pursuant to the terms and conditions that have been proposed.

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

SECTION 1: The recitals set forth above are incorporated herein as the material findings of the Mayor and the City Counsel.

SECTION 2: The agreement attached hereto and incorporated herein by reference as Exhibit "A" setting forth the terms and conditions for the handling of the City traffic and ordinance violations prosecutions is hereby approved, and the Mayor and the Deputy Clerk are hereby authorized and directed to execute the agreement in the form attached.

SECTION 3: This Resolution shall take immediate force and effect upon its passage.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of January, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this ____ day of January, 2017.

_____
Jeffery D. Schielke, Mayor

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

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

ATTEST:

_____
Christine Simkins, Deputy City Clerk

\\DJLSBS01\Docs\Secretary\Clients - Municipal\City of Batavia\Prosecutions and Traffic\Resolution Approving LSA .doc

EXHIBIT A
CITY OF BATAVIA AGREEMENT FOR
TRAFFIC AND MUNICIPAL ORDINANCE PROSECUTIONS

This Agreement is entered into by and between the City of Batavia (the "City"), an Illinois Municipal Corporation, and the Drendel & Jansons Law Group (the "Firm"), an Illinois Professional Corporation located in Batavia Illinois.

WITNESSETH:

WHEREAS, the City of Batavia desires to retain the services of the Drendel & Jansons Law Group to prosecute traffic and other local municipal ordinance violations in the Kane County Branch Court;

WHEREAS, the Drendel & Jansons Law Group, desires to provide the legal services that the City of Batavia needs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Firm:

1. The recitals set forth above are incorporated herein as material provision of this Agreement.

2. After the firm is appointed by the Mayor with the advice and consent of the City Counsel, this Agreement will govern the relationship between the City and the Firm in regard to the prosecution of traffic and ordnance violations in the Kane County Branch Court.

3. The Firm shall take over the prosecutions in the Kane County Branch Court from and after January 1, 2017, and shall continue thereafter handling all the traffic and ordnance violations for the City in the Kane County Branch Court in coordination with the Chief of Police and the Police Department, and the Firm shall answer and be responsible to the Chief of Police on all matters related to this Agreement.

4. This agreement shall terminate at the end of the current Mayors term, subject to re-appointment by the Mayor who is elected at the next election and the advice and consent of the City Counsel, provided that, unless and until a different appointment is made, the Firm shall continue to provide legal services pursuant to this Agreement after the end of the current Mayor's term until such time as a different appointment is made.

5. Beginning on January 1, 2017, and each month thereafter during the term of this Agreement, the Firm shall appear in the Kane County Branch Court and prosecute all traffic and ordnance violations for the City on the first, second, and third Tuesdays of the month, including the morning call and afternoon trials, for a flat fee of $1,900.00 per month.

6. Included in the flat fee the Firm will process any required communications with witnesses in regard to accidents and related matters when cases have been set for trial.

7. For the first three (3) months of this Agreement, the Firm will also attend the Kane County Branch Court on the 4th Tuesday of the month for no additional fee and shall use the Firm's best efforts to prevent the scheduling there after of any City cases on the 4th Tuesday of the month, streamlining the cases to the first three Tuesdays of each month thereafter.

8. Beginning in April 1, 2017, the flat rate will cover legal services provided only on the first three (3) Tuesdays of the month; and if the Firm is required to make an appearance on the fourth Tuesday, or on any other date, through no fault and beyond reasonable control of the Firm, the services associated with those additional appearances shall be billed for those additional appearances at the regular municipal hourly rate that is set pursuant to the general Agreement with the City.

9. Any motions or trials that need to be set on dates other than the first three (3) Tuesdays of the month due to unavailability of an officer as a result of vacation, training or other conflicts will be billed at the Firm's regular municipal rate, and any other services provided in connection with the prosecution of traffic and ordnance violations that are beyond the scope of the services defined herein for which the flat rate is applicable will be billed at the Firm's regular municipal rate, including jury trials.

10. The Firm reserves the right to change the fee arrangements from time to time, provided that the Firm must give the City at least ninety (90) days prior written notice, and the changed rates shall be subject to approval by the City.

11. If any provision of this Agreement is determined to be invalid for any reason, the invalidation of any provision of the Agreement shall not render the entire Agreement invalid, and the other provisions of the shall be given effect in spite of the invalidated provision.

IN WITNESS THEREOF, this Agreement is approved this day January, 2017.

CITY OF BATAVIA, Kane County, Illinois

By: _____
Mayor

Attest: _____
City Deputy Clerk

DRENDEL & JANSONS LAW GROUP

By: _____
Its President

CITY OF BATAVIA

MEMO TO: Committee of the Whole
Government Services

FROM: Gary J. Schira
Chief of Police

DATE: December 27, 2016

SUBJECT: Resolution 17-03-R Renewal of Association for Individual Development (A.I.D.) Victim Services Contract

The Association for Individual Development (A.I.D.) has been providing Victim Services crisis intervention and follow-up referral to individuals, who come in contact with our Police Department or Fire Department members, that are in need of counseling or social services aid of some kind. They have been providing this invaluable service to our City since 2007 and I can't speak more highly of their staff and the services they provide. Fire and Police personnel neither have the time nor requisite skills to provide to those we encounter these very necessary and welcomed services.

Here is a summary of their services to us the last 3 years.

	2016	2015	2014
Total Cases	118	108	111
Total Clients Served	241	251	228
Total Service Hours	402.5	456	630

I have more detailed reports if you wish to see them.

Therefore, I have attached Resolution 17-03-R and the Contract for Program Operation to continue these Victim Services for the period of January 1 thru December 31, 2017. I request you discuss and recommend approval at the Tuesday, January 10, 2017 Committee of the Whole Meeting and it get formally approved at the Tuesday, January 17, 2017 City Council Meeting. Please contact me if you have any questions.

Copy to: L. Newman, City Administrator
Department Heads
City Attorney
Economic Development
D/C Autenrieth
D/C Eul
C. Shimp
J. Armbrust

CITY OF BATAVIA, ILLINOIS
RESOLUTION 17-03-R

RENEWING A CONTRACT FOR THE ASSOCIATION FOR INDIVIDUAL DEVELOPMENT (A.I.D.) VICTIM SERVICES

WHEREAS, the Association for Individual Development (A.I.D.) has been providing Victim Services to the City of Batavia, primarily thru referrals by the Batavia Police or Fire Departments, since 2007; and

WHEREAS, these very critically needed Victim Services have been very well-received by and beneficial to citizens encountered by City first responders; and

WHEREAS, A.I.D. Victim Services personnel have both the requisite skills and the time to provide these essential counseling, crisis intervention and follow-up services, which City first responders don't; and

WHEREAS, the City of Batavia wishes to continue its contract with A.I.D. Victim Services for calendar year 2017 for a fee amount of $16,500.

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

> **SECTION 1:** The Victim Services Contract for Program Operation attached hereto and incorporated herein by reference as Exhibit "A" setting forth the terms and conditions for the continuation of A.I.D. Victim Services for the City of Batavia is hereby approved, and the City Administrator, on behalf of the Mayor and City Council, is authorized and directed to execute the contract in the form attached.
>
> **SECTION 2:** This Resolution shall take immediate force and effect upon its passage.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this _ _____ day of January, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this _____ day of January, 2017.

_____
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	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

Association for
Individual Development

Victims Services
Contract for Program Operation
By and Between the City of (Batavia or City) and Association for Individual Development (A.I.D.)

.01 Statement of Purpose:
A.I.D.'s Victims Services Program employees will respond to crime victim's psychological and emotional needs. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of crime and/or trauma, the mentally ill, witnesses, and communities. In addition to these primary responsibilities, the program provides assistance to criminal justice personnel, the community and others in non-crime situations. The overall mission is to positively impact the quality of life for the citizens of Batavia by assisting victims/survivors, families/neighborhoods and City employees Experiencing crime and/or trauma whether or not job related.

.02 Organization and Staffing:
The program evaluation will be done quarterly to ensure it is organized in such a way that it meets the changing needs of the Batavia community. This evaluation may result in changes, over time, to redistribute resources to optimally address contemporary issues and conditions. A.I.D. shall give Batavia reasonable notice prior to major redistribution of resources or termination of the program. Provided, however, the program shall not be terminated prior to the conclusion of the services period, Dec. 31, 2017.The Association for Individual Development (A.I.D.) will be in charge of, and responsible for, all staff. It is also the responsibility of A.I.D. to ensure the program is staffed to adequately handle the needs in the Batavia community.

.03 Utilization and Deployment:
A.I.D.'s Victims Services Program will respond to requests for assistance from BPD, BFD, EMS, civilians and any community entities. There shall be no limit to the number of requests. Types of assistance shall include, but are not limited to: on-scene crisis stabilization counseling, community and emergency personnel debriefings, critical incident mental health response, judicial advocacy, case management, follow-up services, and information and referral assistance with victims' compensation. In addition, the division provides training and presentations to volunteers, law enforcement personnel and other internal and external organizations as requested.

.04 Goals and Objectives:
Program goals and performance measures are the responsibility of A.I.D. and are tallied on a quarterly basis. Periodic reports indicating progress are available by contacting the Program Director and will be made to the City of Batavia as required. A.I.D. program representatives will meet at least annually with City staff in order to discuss evaluation of the program.

.05 Indemnification:
To the fullest extent permitted by law, A.I.D shall indemnify, defend and hold Batavia, its employees and agents, harmless from and against all demands, claims, suits, liabilities and costs including reasonable attorney's fees and litigation costs caused by or arising out of the negligent acts, errors or omissions, or willful misconduct of A.I.D., its employees, agents or subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of Batavia, its employees or agents.

.06 Insurance and Limitation of Liability.

A.I.D. shall maintain insurance coverage as set forth below:

Worker's Compensation - Statutory
Employer's Liability - $1,000,000 Each Occurrence/$1,000,000 Aggregate, plus $2,000,000 umbrella
General Liability - $1,000,000 Each Occurrence/$1,000,000 Aggregate, plus $2,000,000 umbrella
Automotive Liability - $1,000,000 Each Occurrence, plus $2,000,000 umbrella
Professional Liability - $1,000,000, plus $2,000,000 umbrella

Upon request, A.I.D. shall furnish copies of insurance certificates showing insurance coverage on its behalf in the amounts as set forth above, and further, showing that Batavia is an additional insured on said policies. Said insurance coverage shall remain in full force and effect during the term of this Agreement.

In consideration for the services to be provided, the City of Batavia shall pay the Association for Individual Development the sum of $16,500.00 by July 15th, 2017. Services shall begin January 1, 2017 and conclude on December 31, 2017.

Approval: _____ Date: _____
Executive Director, Association for Individual Development

Approval: _____ Date: 12/16/2016
City Administrator, City of Batavia

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196867	12/31/16	10015	ACCURATE OFFICE SUP	1010	6230	LABELS/INDEX CARDS	0.00	6.79
1020	196867	12/31/16	10015	ACCURATE OFFICE SUP	1010	6230	OFFICE SUPPLIES	0.00	44.99
1020	196867	12/31/16	10015	ACCURATE OFFICE SUP	1031	6230	LEXMARK IMAGING UNI	0.00	56.21
1020	196867	12/31/16	10015	ACCURATE OFFICE SUP	1031	6230	STORAGE BOXES	0.00	117.93
1020	196867	12/31/16	10015	ACCURATE OFFICE SUP	1010	6230	ADDRESS STAMP	0.00	18.70
TOTAL CHECK								0.00	244.62
1020	196872	12/31/16	10045	AT & T	1016	6250	630 879-2013 013 5	0.00	358.62
1020	196874	12/31/16	10395	BOUND TREE MEDICAL,	1045	6261	INSECT STING WIPES	0.00	1.70
1020	196875	12/31/16	10274	BUMPER TO BUMPER	1045	6233	PISTOL GR. GUN	0.00	90.76
1020	196875	12/31/16	10274	BUMPER TO BUMPER	1045	6233	OIL 10W30/COUPLING	0.00	43.37
1020	196875	12/31/16	10274	BUMPER TO BUMPER	1045	6233	WIPER BLADES	0.00	51.50
1020	196875	12/31/16	10274	BUMPER TO BUMPER	1045	6233	WIRE ACCESSORIES	0.00	6.38
1020	196875	12/31/16	10274	BUMPER TO BUMPER	1045	6233	WASHER SOLVENT	0.00	36.18
1020	196875	12/31/16	10274	BUMPER TO BUMPER	1045	6233	GLASS CLEANER	0.00	43.08
TOTAL CHECK								0.00	271.27
1020	196876	12/31/16	10135	CASE LOTS, INC.	1016	6264	MISC SUPPLIES	0.00	565.75
1020	196878	12/31/16	11825	CHICAGO SUBURBAN EX	1045	6264	LADDER DELIVERY	0.00	50.89
1020	196879	12/31/16	14677	COMCAST CABLE	1016	6260	CABLE SERVICES	0.00	8.43
1020	196879	12/31/16	14677	COMCAST CABLE	1031	6325	INTERNET SERVICES-P	0.00	12.95
TOTAL CHECK								0.00	21.38
1020	196880	12/31/16	10157	COMMUNICATIONS DIRE	1018	6405	TABLETS/DOCKS/ADAPT	0.00	11,709.50
1020	196882	12/31/16	18014	CONTROLLED F.O.R.C.	1031	6247	INSTRUCTOR PACKAGE	0.00	270.00
1020	196882 V	12/31/16	18014	CONTROLLED F.O.R.C.	1031	6247	INSTRUCTOR PACKAGE	0.00	-270.00
TOTAL CHECK								0.00	0.00
1020	196883	12/31/16	17055	COSTAR REALTY INFOR	1022	6355	REAL ESTATE DATABAS	0.00	336.65
1020	196885	12/31/16	15205	DECHEF CATERING INC	1045	6202	MEAL-S. HAINES	0.00	8.95
1020	196886	12/31/16	16248	DRENDEL & JANSONS L	1010	6358	DEC 2016 LEGAL SVCS	0.00	9,279.59
1020	196887	12/31/16	10366	EMERGENT SAFETY SUP	1015	6255	HOODED SWEATSHIRTS	0.00	110.40
1020	196887	12/31/16	10366	EMERGENT SAFETY SUP	1045	6261	GLOVES	0.00	58.41
TOTAL CHECK								0.00	168.81
1020	196889	12/31/16	10184	FEECE OIL CO	10	1275	200GAL UNLEADED FUE	0.00	3,654.00
1020	196889	12/31/16	10184	FEECE OIL CO	10	1275	2602GAL BIODIESEL	0.00	4,834.52
1020	196889	12/31/16	10184	FEECE OIL CO	1045	6233	KEROSENE	0.00	29.50
1020	196889	12/31/16	10184	FEECE OIL CO	1045	6233	KEROSENE	0.00	21.14
1020	196889	12/31/16	10184	FEECE OIL CO	1045	6233	KEROSENE	0.00	10.78
TOTAL CHECK								0.00	8,549.94
1020	196892	12/31/16	10374	GRAINGER, INC.	1045	6264	TYPE II SAFETY CAN	0.00	149.70

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196897	12/31/16	13330	IPELRA	1012	6210	CONFERENCE LODGING	0.00	469.20
1020	196900	12/31/16	10092	JPMORGAN CHASE BANK	1016	6264	MISC SUPPLIES	0.00	426.21
1020	196901	12/31/16	16122	KOZAK CUSTOM LANDSC	1045	6355	SNOW REMOVAL	0.00	7,010.00
1020	196904	12/31/16	10377	MCMASTER-CARR SUPPL	1045	6233	HITCH PIN W/ TETHER	0.00	38.64
1020	196904	12/31/16	10377	MCMASTER-CARR SUPPL	1045	6264	STL ROLLING LADDER	0.00	929.34
TOTAL CHECK								0.00	967.98
1020	196905	12/31/16	10280	MENARDS	1045	6264	27" DLX PUSHER	0.00	87.88
1020	196905	12/31/16	10280	MENARDS	1032	6264	TV MOUNTS	0.00	84.98
1020	196905	12/31/16	10280	MENARDS	1032	6264	ICE MELT	0.00	103.90
TOTAL CHECK								0.00	276.76
1020	196907	12/31/16	10454	MONROE TRUCK EQUIPM	1045	6233	MOTOR/GEARBOX/SPACE	0.00	1,018.52
1020	196912	12/31/16	14285	OFFICE DEPOT	1045	6230	PAPER	0.00	17.00
1020	196913	12/31/16	18070	RAYMOND W. OTTO	10	4330	2-GRAVE BUYBACK	0.00	2,000.00
1020	196914	12/31/16	10460	JANA CRISCI - PETTY	1045	6202	SNOWPLOWING MEAL	0.00	6.24
1020	196914	12/31/16	10460	JANA CRISCI - PETTY	1031	6210	CHIEFS MTG/LUNCH-PD	0.00	45.00
TOTAL CHECK								0.00	51.24
1020	196915	12/31/16	12391	POMP'S TIRE SERVICE	1045	6310	TIRES/PARTRS/SERVIC	0.00	974.46
1020	196915	12/31/16	12391	POMP'S TIRE SERVICE	1045	6310	SKID STEER FLAT RPR	0.00	67.00
TOTAL CHECK								0.00	1,041.46
1020	196917	12/31/16	10364	RANDALL PRESSURE SY	1045	6264	WIRE HOSES/FITTINGS	0.00	488.00
1020	196917	12/31/16	10364	RANDALL PRESSURE SY	1045	6264	FITTINGS	0.00	174.00
1020	196917	12/31/16	10364	RANDALL PRESSURE SY	1045	6264	WIRE HOSE/FITTINGS	0.00	236.84
1020	196917	12/31/16	10364	RANDALL PRESSURE SY	1045	6264	MISC PARTS	0.00	364.50
TOTAL CHECK								0.00	1,263.34
1020	196918	12/31/16	10342	RAY O'HERRON CO., I	1031	6225	FREIGHT	0.00	7.30
1020	196918	12/31/16	10342	RAY O'HERRON CO., I	1031	6255	SS POLICE BLK XL	0.00	15.26
TOTAL CHECK								0.00	22.56
1020	196923	12/31/16	17326	RUSH TRUCK CENTERS	1045	6233	COOLANT RESERVOIR	0.00	35.71
1020	196923	12/31/16	17326	RUSH TRUCK CENTERS	1045	6233	CAP ASSY COOLANT	0.00	35.71
1020	196923	12/31/16	17326	RUSH TRUCK CENTERS	1045	6233	KT HOLDR, KIT MIR U	0.00	338.34
1020	196923	12/31/16	17326	RUSH TRUCK CENTERS	1045	6233	KT HOLDER, KITS	0.00	89.46
1020	196923	12/31/16	17326	RUSH TRUCK CENTERS	1045	6233	COOLANT RESERVOIR	0.00	71.42
TOTAL CHECK								0.00	570.64
1020	196924	12/31/16	10272	SAM'S CLUB DIRECT C	1012	6207	LUNCHEON SUPPLIES	0.00	50.54
1020	196927	12/31/16	11821	SERVICE SANITATION,	1045	6355	PORTABLE RESTROOM	0.00	50.00
1020	196929	12/31/16	10446	SIRCHIE	1031	6239	FINGER PRINT SUPPLI	0.00	640.20
1020	196929	12/31/16	10446	SIRCHIE	1031	6225	SHIPPING	0.00	31.77

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	671.97
1020	196930	12/31/16	12622	SOURCE ONE OFFICE P	1012	6230	LGL HANGING FOLDER	0.00	86.97
1020	196934	12/31/16	13348	TOPCON SOLUTIONS ST	1015	6230	PWR RETURN TAPE	0.00	35.00
1020	196934	12/31/16	13348	TOPCON SOLUTIONS ST	1015	6230	ESTIMATE FEE	0.00	82.50
1020	196934	12/31/16	13348	TOPCON SOLUTIONS ST	1015	6230	CLN/REPAIR EQUIPMEN	0.00	351.00
TOTAL CHECK								0.00	468.50
1020	196935	12/31/16	13760	TYLER MEDICAL SERVI	1012	6203	PRE EMPLOYMENT EXAM	0.00	349.00
1020	196935	12/31/16	13760	TYLER MEDICAL SERVI	1012	6203	YEARLY RANDOM MNGMN	0.00	625.00
TOTAL CHECK								0.00	974.00
1020	196939	12/31/16	10371	WELDSTAR COMPANY	1045	6240	MISC MATERIALS	0.00	77.42
1020	196939	12/31/16	10371	WELDSTAR COMPANY	1045	6240	HELMET BAG	0.00	38.22
TOTAL CHECK								0.00	115.64
1020	196941	01/06/17	17215	C.C. AISTON CONSULT	1022	6355	ECON DEVELOPMENT SV	0.00	6,769.24
1020	196944	01/13/17	10045	AT & T	1016	6250	630 482-9587 434 7	0.00	119.47
1020	196944	01/13/17	10045	AT & T	1016	6250	630 406-1981 953 4	0.00	260.60
1020	196944	01/13/17	10045	AT & T	1016	6250	630 406-8304 249 2	0.00	358.45
TOTAL CHECK								0.00	738.52
1020	196945	01/13/17	10558	AT & T	1016	6250	ACT# 051 564 2482 0	0.00	43.33
1020	196946	01/13/17	10433	BATESVILLE CASKET C	1018	6375	2017 ANNUAL MAINT	0.00	2,609.82
1020	196947	01/13/17	11514	MARK DAVIS	1033	6237	VORTEX ANEMOMETER	0.00	111.35
1020	196948	01/13/17	17853	ELINEUP LLC	1018	6375	SOFTWARE MAINTENANC	0.00	600.00
1020	196949	01/13/17	17878	GLOBAL AERIAL VIDEO	1022	6355	FINAL-PRODUCTION/AD	0.00	1,450.00
1020	196951	01/13/17	17390	JOHN KAHL	1031	6255	AMMO/UNIFORM SUPPLI	0.00	450.60
1020	196952	01/13/17	14876	GARY LA BARBERA	1031	6255	AMMO	0.00	150.00
1020	196955	01/13/17	17647	ROBERT SBARBORO	1031	6255	AMMO	0.00	150.00
1020	196958	01/13/17	16708	TRI-CITY AMBULANCE	1032	6355	NOV-JAN AMBULANCE S	0.00	83,520.85
TOTAL CASH ACCOUNT								0.00	145,863.61
TOTAL FUND								0.00	145,863.61

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 11 - T.I.F. DISTRICT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196910	12/31/16	10557	NICOR GAS	1109	6260	133 E WILSON ST	0.00	587.38
1020	196950	01/13/17	10967	ILLINOIS EPA	1109	6474	NOTICE OF INTENT	0.00	250.00
TOTAL CASH ACCOUNT								0.00	837.38
TOTAL FUND								0.00	837.38

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	V1430	01/06/17	11986	PJM SETTLEMENT INC	2164	6714	12/01/16-12/28/16-R	0.00	-1,725.45
1020	V1430	01/06/17	11986	PJM SETTLEMENT INC	2164	6711	12/01/2016-12/28/20	0.00	52,377.65
TOTAL CHECK								0.00	50,652.20
1020	V1431	01/13/17	11986	PJM SETTLEMENT INC	2164	6714	12/01/16-12/31/16-R	0.00	-173.64
1020	V1431	01/13/17	11986	PJM SETTLEMENT INC	2164	6711	12/01/2016-12/31/20	0.00	91,343.45
1020	V1431	01/13/17	11986	PJM SETTLEMENT INC	2164	6714	01/01/17-01/04-17-R	0.00	-985.81
1020	V1431	01/13/17	11986	PJM SETTLEMENT INC	2164	6711	01/01/2017-01/04/20	0.00	38,142.05
TOTAL CHECK								0.00	128,326.05
1020	196790 V	12/23/16	16623	GARY STARMAN	2164	6255	BOOT ALLOWANCE	0.00	-29.99
1020	196868	12/31/16	11415	KEVIN ACUFF	2164	6210	CDL RENEWAL	0.00	66.53
1020	196869	12/31/16	10217	ANIXTER POWER SOLUT	21	1250	END BELL PVC 5"	0.00	65.40
1020	196869	12/31/16	10217	ANIXTER POWER SOLUT	21	1250	ELBOW	0.00	655.50
TOTAL CHECK								0.00	720.90
1020	196873	12/31/16	18075	ASHLEY BEANE	21	2115	ELEC DEPOSIT REFUND	0.00	37.05
1020	196875	12/31/16	10274	BUMPER TO BUMPER	2164	6233	TRANSMISSION FILTER	0.00	24.59
1020	196877	12/31/16	18017	NANCY CASSERLY	21	1540	ELEC OVERPAY REFUND	0.00	34.72
1020	196881	12/31/16	10785	COMMUNICATIONS SUPP	21	1250	FIBER OPTIC PIGTAIL	0.00	8,640.00
1020	196884	12/31/16	15012	CUSTOMIZED ENERGY S	2164	6712	NOV 2016 PJM AUCTIO	0.00	302.00
1020	196894	12/31/16	18072	HARBRO PACKAGING LL	21	1540	ELEC OVERPAY REFUND	0.00	283.00
1020	196895	12/31/16	10215	HI-LINE UTILITY SUP	2164	6340	PARTS/TOOL REPAIR	0.00	555.97
1020	196895	12/31/16	10215	HI-LINE UTILITY SUP	2164	6225	FREIGHT	0.00	23.46
1020	196895	12/31/16	10215	HI-LINE UTILITY SUP	2164	6264	DUCT ADAPTERS	0.00	403.35
TOTAL CHECK								0.00	982.78
1020	196898	12/31/16	18076	DAVID JANSEN	21	1540	ELEC OVERPAY REFUND	0.00	101.43
1020	196903	12/31/16	18073	TERRY MACIEJEWSKI	21	1540	ELEC OVERPAY REFUND	0.00	6.24
1020	196908	12/31/16	18074	BRIAN MOSS	21	1540	ELEC OVERPAY REFUND	0.00	57.99
1020	196912	12/31/16	14285	OFFICE DEPOT	2164	6230	OFFICE SUPPLIES	0.00	80.30
1020	196915	12/31/16	12391	POMP'S TIRE SERVICE	2164	6310	TIRES/PARTS/SERVICE	0.00	793.84
1020	196916	12/31/16	12565	POWER LINE SUPPLY	2164	6225	FREIGHT	0.00	730.00
1020	196916	12/31/16	12565	POWER LINE SUPPLY	21	1250	ASSY XARM BRACELESS	0.00	5,768.00
1020	196916	12/31/16	12565	POWER LINE SUPPLY	21	1250	PLUG CONDUIT	0.00	39.90
1020	196916	12/31/16	12565	POWER LINE SUPPLY	21	1250	CONNECTOR FLOOD SEA	0.00	178.80
1020	196916	12/31/16	12565	POWER LINE SUPPLY	21	1250	COVER TAP	0.00	212.00
1020	196916	12/31/16	12565	POWER LINE SUPPLY	2164	6264	VINYL ELECTRICAL TA	0.00	346.00
TOTAL CHECK								0.00	7,274.70

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196919	12/31/16	14194	RED WING SHOE STORE	2164	6255	BOOTS-J. KLOPP	0.00	280.49
1020	196919	12/31/16	14194	RED WING SHOE STORE	2164	6255	BOOTS-T. KOLEY	0.00	208.24
TOTAL CHECK								0.00	488.73
1020	196921	12/31/16	10525	RESCO	21	1250	PLASTIC END CAP	0.00	36.90
1020	196921	12/31/16	10525	RESCO	2164	6264	VINYL ELECTRICAL TA	0.00	206.40
1020	196921	12/31/16	10525	RESCO	21	1250	U-GUARD ADAPTER/CLA	0.00	885.90
1020	196921	12/31/16	10525	RESCO	21	1250	WOOD UTILITY POLES	0.00	6,780.00
TOTAL CHECK								0.00	7,909.20
1020	196922	12/31/16	17315	RGIS	2164	6355	WAREHOUSE INVENTORY	0.00	1,610.10
1020	196925	12/31/16	13733	SCHROEDER CRANE REN	2164	6355	40 TON CRANE RENTAL	0.00	1,200.00
1020	196926	12/31/16	10318	SCHWEITZER ENGINEER	2161	6435	OPEN BACK RACKS	0.00	2,000.00
1020	196926	12/31/16	10318	SCHWEITZER ENGINEER	2161	6435	OPEN BACK RACKS	0.00	4,000.00
TOTAL CHECK								0.00	6,000.00
1020	196928	12/31/16	10343	SERVICES, ETC.	2164	6225	SHIPPING SERVICES	0.00	34.05
1020	196931	12/31/16	10345	STEINER ELECTRIC CO	2164	6264	35W 120V HPS BAL	0.00	35.81
1020	196932	12/31/16	15806	SUNBELT RENTALS	2161	6435	MINI EXCAVATOR RENT	0.00	1,772.97
1020	196936	12/31/16	10321	UNIVERSAL UTILITY S	21	1250	PVC PARTS	0.00	55.95
1020	196936	12/31/16	10321	UNIVERSAL UTILITY S	2164	6225	FREIGHT	0.00	66.00
1020	196936	12/31/16	10321	UNIVERSAL UTILITY S	21	1250	CLAMP/THIMBLE/BALL	0.00	3,570.25
1020	196936	12/31/16	10321	UNIVERSAL UTILITY S	2164	6264	PARKING STAND	0.00	127.50
TOTAL CHECK								0.00	3,819.70
1020	196940	12/31/16	10311	WESCO DISTRIBUTION	21	1250	SPLICE CLOSURE/SLEE	0.00	5,349.00
1020	196943	01/13/17	10217	ANIXTER POWER SOLUT	21	1254	METER, CL320	0.00	425.00
1020	196943	01/13/17	10217	ANIXTER POWER SOLUT	21	1254	METER, CL200, 270V	0.00	850.00
1020	196943	01/13/17	10217	ANIXTER POWER SOLUT	21	1254	ITRON METERS	0.00	9,500.00
TOTAL CHECK								0.00	10,775.00
1020	196953	01/13/17	12565	POWER LINE SUPPLY	21	1250	ENCLOSURE	0.00	8,220.00
1020	196954	01/13/17	10525	RESCO	21	1250	CABLE ASCR	0.00	4,625.16
1020	196954	01/13/17	10525	RESCO	21	1250	CABLE AAC 477	0.00	35,648.73
1020	196954	01/13/17	10525	RESCO	21	1250	CABLE AAC 477	0.00	20,937.74
TOTAL CHECK								0.00	61,211.63
1020	196956	01/13/17	10318	SCHWEITZER ENGINEER	2161	6435	SUBSTATION UPGRADES	0.00	15,000.00
1020	196956	01/13/17	10318	SCHWEITZER ENGINEER	2161	6435	SUBSTATION UPGRADES	0.00	9,100.00
TOTAL CHECK								0.00	24,100.00
TOTAL CASH ACCOUNT								0.00	330,880.52
TOTAL FUND								0.00	330,880.52

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196890	12/31/16	10197	GEMPLER'S, INC.	3073	6255	HOODED SWEATSHIRT	0.00	29.50
1020	196890	12/31/16	10197	GEMPLER'S, INC.	3073	6255	WINTER CLOTHING	0.00	91.68
1020	196890	12/31/16	10197	GEMPLER'S, INC.	3073	6255	WINTER CLOTHING	0.00	206.32
1020	196890	12/31/16	10197	GEMPLER'S, INC.	3073	6255	WINTER CLOTHING	0.00	81.97
1020	196890	12/31/16	10197	GEMPLER'S, INC.	3073	6255	WINTER CLOTHING	0.00	97.83
1020	196890	12/31/16	10197	GEMPLER'S, INC.	3073	6255	WINTER CLOTHING	0.00	121.43
1020	196890	12/31/16	10197	GEMPLER'S, INC.	3073	6255	WINTER CLOTHING	0.00	165.92
1020	196890	12/31/16	10197	GEMPLER'S, INC.	3073	6255	HDD SWTSHIRT/JACKET	0.00	332.69
TOTAL CHECK								0.00	1,127.34
1020	196893	12/31/16	10206	HACH COMPANY	3072	6258	REAGENT SET	0.00	992.19
1020	196896	12/31/16	12192	ILLINOIS SECTION AW	3073	6210	SCADA 201 IEPA# 108	0.00	32.00
1020	196900	12/31/16	10092	JPMORGAN CHASE BANK	3072	6264	DEFIBRILLATOR PADS	0.00	144.00
1020	196902	12/31/16	10889	LAYNE CHRISTENSEN C	3072	6340	P101 WTP REPAIRS	0.00	9,505.30
1020	196905	12/31/16	10280	MENARDS	3073	6264	MISC SUPPLIES	0.00	32.12
1020	196906	12/31/16	10332	MID AMERICAN WATER,	3073	6281	12X24 CLAMP	0.00	778.72
1020	196912	12/31/16	14285	OFFICE DEPOT	3073	6230	CALENDAR	0.00	26.39
1020	196912	12/31/16	14285	OFFICE DEPOT	3073	6230	CALENDARS	0.00	58.78
TOTAL CHECK								0.00	85.17
1020	196914	12/31/16	10460	JANA CRISCI - PETTY	3073	6225	CERTIFIED MAIL-LALL	0.00	6.47
1020	196920	12/31/16	10499	REMPE-SHARPE	3071	6440	WTR MAIN REPLACEMEN	0.00	1,745.80
1020	196938	12/31/16	10766	WATER PRODUCTS COMP	3073	6281	CURB STOP	0.00	163.26
1020	196938	12/31/16	10766	WATER PRODUCTS COMP	3073	6281	REPAIR CLAMP/BAND	0.00	650.30
1020	196938	12/31/16	10766	WATER PRODUCTS COMP	3073	6281	SGL BAND RPR CLAMP	0.00	319.00
TOTAL CHECK								0.00	1,132.56
1020	196944	01/13/17	10045	AT & T	3072	6250	630 R07-2870 537 4	0.00	643.33
1020	196944	01/13/17	10045	AT & T	3072	6250	630 208-7504 453 0	0.00	121.33
TOTAL CHECK								0.00	764.66
TOTAL CASH ACCOUNT								0.00	16,346.33
TOTAL FUND								0.00	16,346.33

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 31 - SEWER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196870	12/31/16	10378	ARAMARK	3182	6255	UNIFORM RENTAL-WW	0.00	190.00
1020	196871	12/31/16	18071	ASH EQUIPMENT COMPA	3182	6340	PRE-HEATER	0.00	639.95
1020	196872	12/31/16	10045	AT & T	3182	6250	630 879-5561 929 1	0.00	242.62
1020	196875	12/31/16	10274	BUMPER TO BUMPER	3182	6310	LARGE MAG TRAY	0.00	26.38
1020	196888	12/31/16	12854	ENVIRONMENTAL INC -	3182	6355	SLUDGE ANALYSES	0.00	190.00
1020	196893	12/31/16	10206	HACH COMPANY	3182	6238	MISC LAB SUPPLIES	0.00	500.10
1020	196899	12/31/16	14645	JOHNSON WATER CONDI	3182	6340	REPROGRAM CONTROLLE	0.00	117.00
1020	196900	12/31/16	10092	JPMORGAN CHASE BANK	3182	6340	SSAC-FLASHER	0.00	72.56
1020	196905	12/31/16	10280	MENARDS	3182	6315	MISC SUPPLIES	0.00	6.79
1020	196909	12/31/16	12933	NATIONAL POWER RODD	3183	6473	TV SANITARY SEWER	0.00	1,891.25
1020	196909	12/31/16	12933	NATIONAL POWER RODD	3183	6473	TV SANITARY SEWER	0.00	30,783.05
TOTAL CHECK								0.00	32,674.30
1020	196910	12/31/16	10557	NICOR GAS	3182	6260	938 FIRST ST	0.00	165.08
1020	196910	12/31/16	10557	NICOR GAS	3182	6260	1107 MCCLURG DR	0.00	71.76
1020	196910	12/31/16	10557	NICOR GAS	3182	6260	667 CARRIAGE ROAD	0.00	28.04
1020	196910	12/31/16	10557	NICOR GAS	3182	6260	1497 W WILSON ST	0.00	24.26
1020	196910	12/31/16	10557	NICOR GAS	3182	6260	948 GOSSELIN CIR	0.00	24.26
1020	196910	12/31/16	10557	NICOR GAS	3182	6260	SS CANNON 1W CHALLE	0.00	24.26
TOTAL CHECK								0.00	337.66
1020	196911	12/31/16	18030	NORTH SHORE WATER R	3182	6355	ACUTE TOXICITY TEST	0.00	700.00
1020	196931	12/31/16	10345	STEINER ELECTRIC CO	3182	6340	MINI CIRCUIT BREAKE	0.00	35.07
1020	196933	12/31/16	10974	MICHAEL TENNIS	3182	6255	LINED JACKET	0.00	37.88
1020	196937	12/31/16	10649	USA BLUE BOOK	3182	6340	SYNTHETIC LUBRICANT	0.00	49.81
1020	196942	01/10/17	10099	BATAVIA ENTERPRISES	3181	6435	STORAGE RENTAL	0.00	1,000.00
1020	196942	01/10/17	10099	BATAVIA ENTERPRISES	3181	6435	131 & 129 FLINN ST	0.00	6,915.90
TOTAL CHECK								0.00	7,915.90
TOTAL CASH ACCOUNT								0.00	43,736.02
TOTAL FUND								0.00	43,736.02

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 42 - DEERPATH BRIDGE REHAB

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196957	01/13/17	11097	TREASURER, STATE OF	4242	6474	DEERPATH RD BRIDGE	0.00	92,400.67
TOTAL CASH ACCOUNT								0.00	92,400.67
TOTAL FUND								0.00	92,400.67

SELECTION CRITERIA: transact.trans_date between '20161231 00:00:00.000' and '20170113 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 1/17

FUND - 43 - STREET IMP. NON-MFT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	196891	12/31/16	17533	GRAEF	4347	6474	MAIN&DRPATH PHI INT	0.00	3,794.81
TOTAL CASH ACCOUNT								0.00	3,794.81
TOTAL FUND								0.00	3,794.81
TOTAL REPORT								0.00	633,859.34

CITY OF BATAVIA

TO: Alderman Alan Wolff, Chairman City Services Committee

FROM: Randy Deicke, Fire Chief

DATE: January 11, 2017

RE: Appointment of Paid-On-Call Recruit

Please ask Mayor Schielke and the City Council to appoint Adrian Szakiel to the position of Paid-on-call Recruit with the Batavia Fire Department at the January 17, 2017 City Council Meeting.

The applicant has successfully completed all aspects of our employment process.

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

RD/cjc

cc: Jeffery Schielke, Mayor
City Council
Laura Newman, City Administrator
Christine Simpkins, Deputy City Clerk

CITY OF BATAVIA

TO: Jeffery D. Schielke, Mayor

FROM: Randy Deicke, Fire Chief

DATE: January 11, 2017

RE: Swearing in of Probationary Full-time Firefighter/Paramedics

Mayor, as you know we have two authorized positions for Probationary Full-time Firefighter/Paramedic**. Please perform the swearing in ceremony for our new Probationary Full-time Firefighter/Paramedics John Najdzion and Charles Tragas at the City Council meeting on January 17, 2017.**

Mr. Najdzion and Mr. Tragas were both appointed to the position of Probationary Full-time Firefighter/Paramedic by the Fire and Police Commissioners on Tuesday, January 3, 2017, with an effective date of January 17, 2017. Mr. Najdzion is a certified Basic Operation Firefighter and Mr. Tragas is a certified Firefighter III. They are both licensed Paramedics.

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

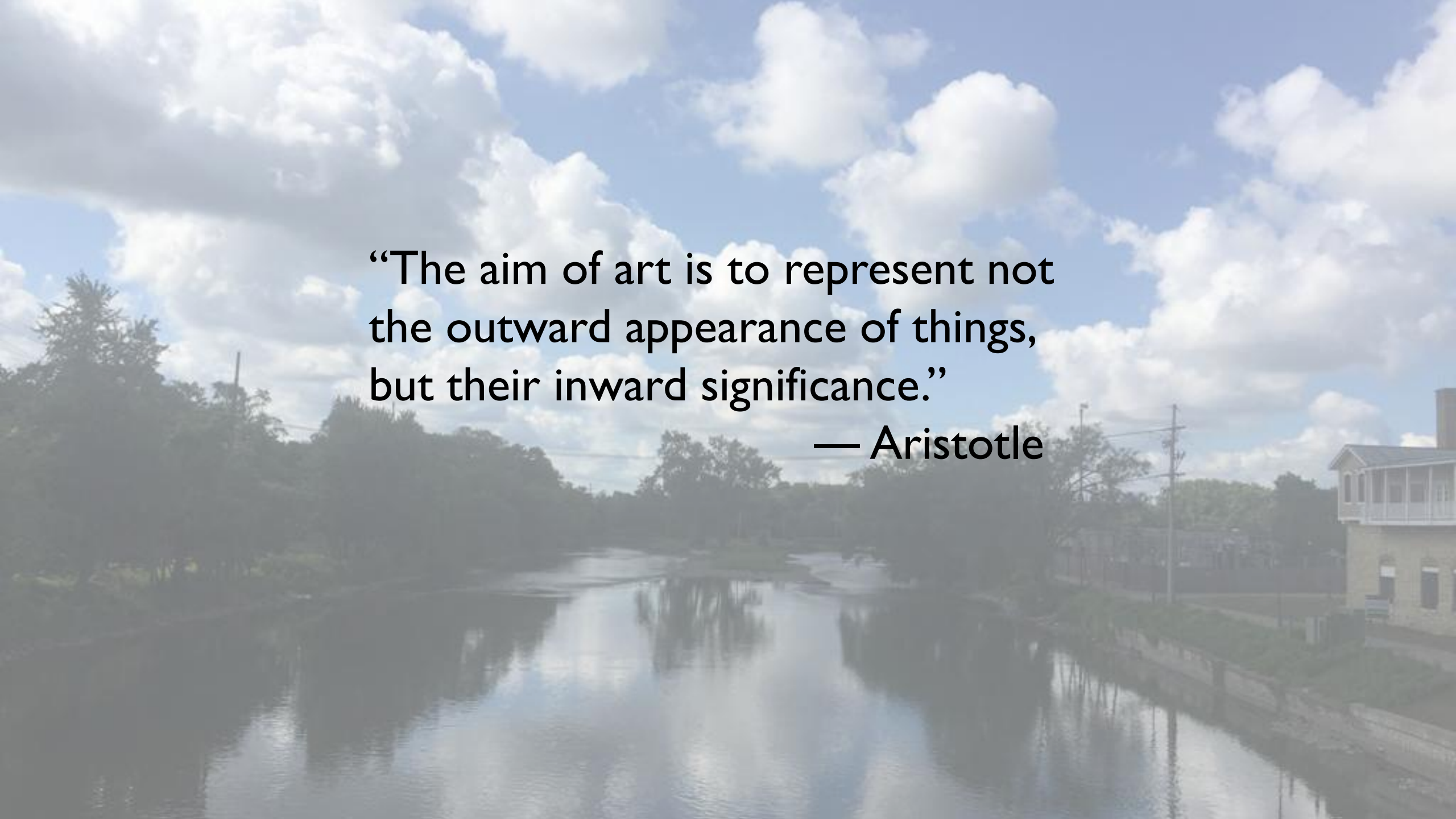
RD/cjc

cc: City Council
Laura Newman, City Administrator
Christine Simpkins, Deputy City Clerk
Wendy Bednarek, Human Resource Director

WILLIAM J. DONOVAN BRIDGE SCULPTURE

#4: ART

ART
CHANGES
EVERYTHIN

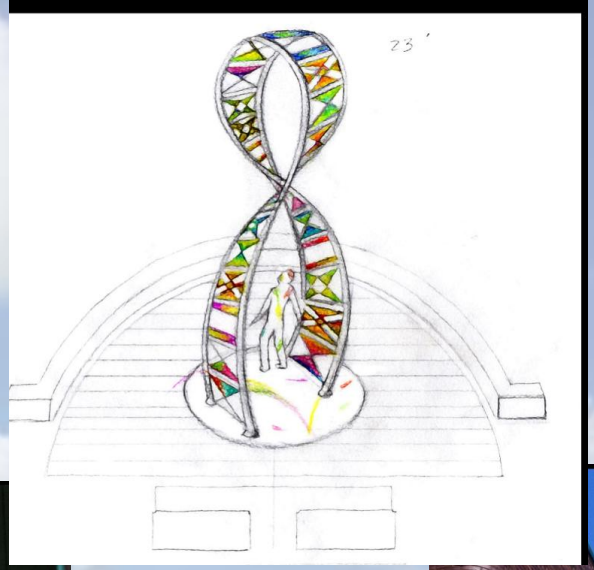


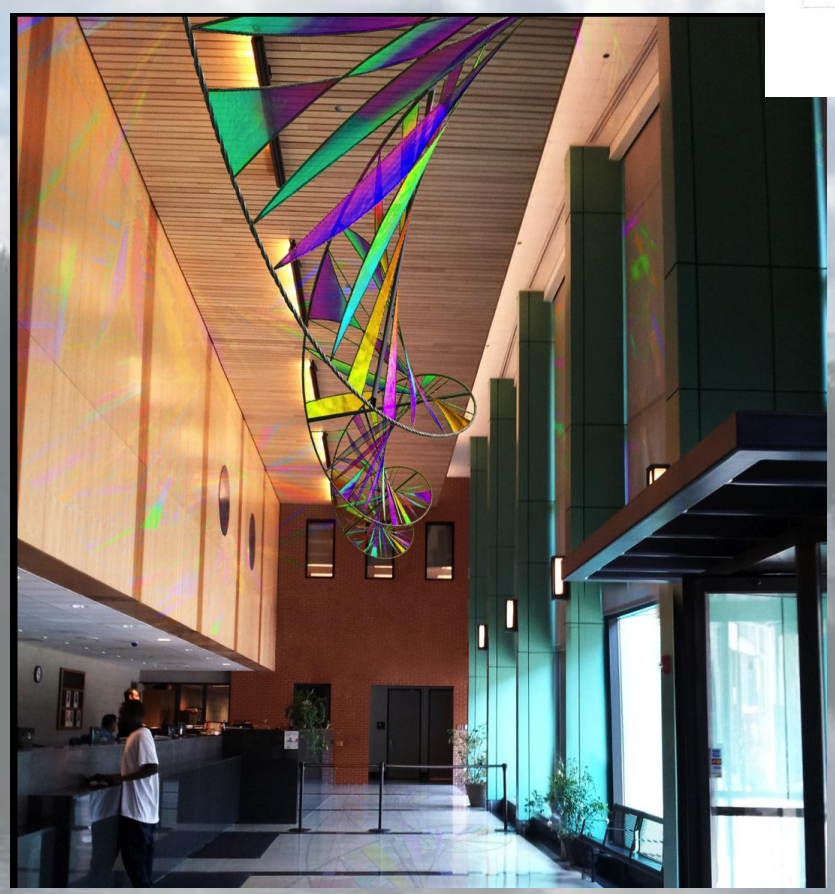
"The aim of art is to represent not the outward appearance of things, but their inward significance."

— Aristotle

Nicole Beck
“Spintronic”

Nicole Beck
“Spintronic”

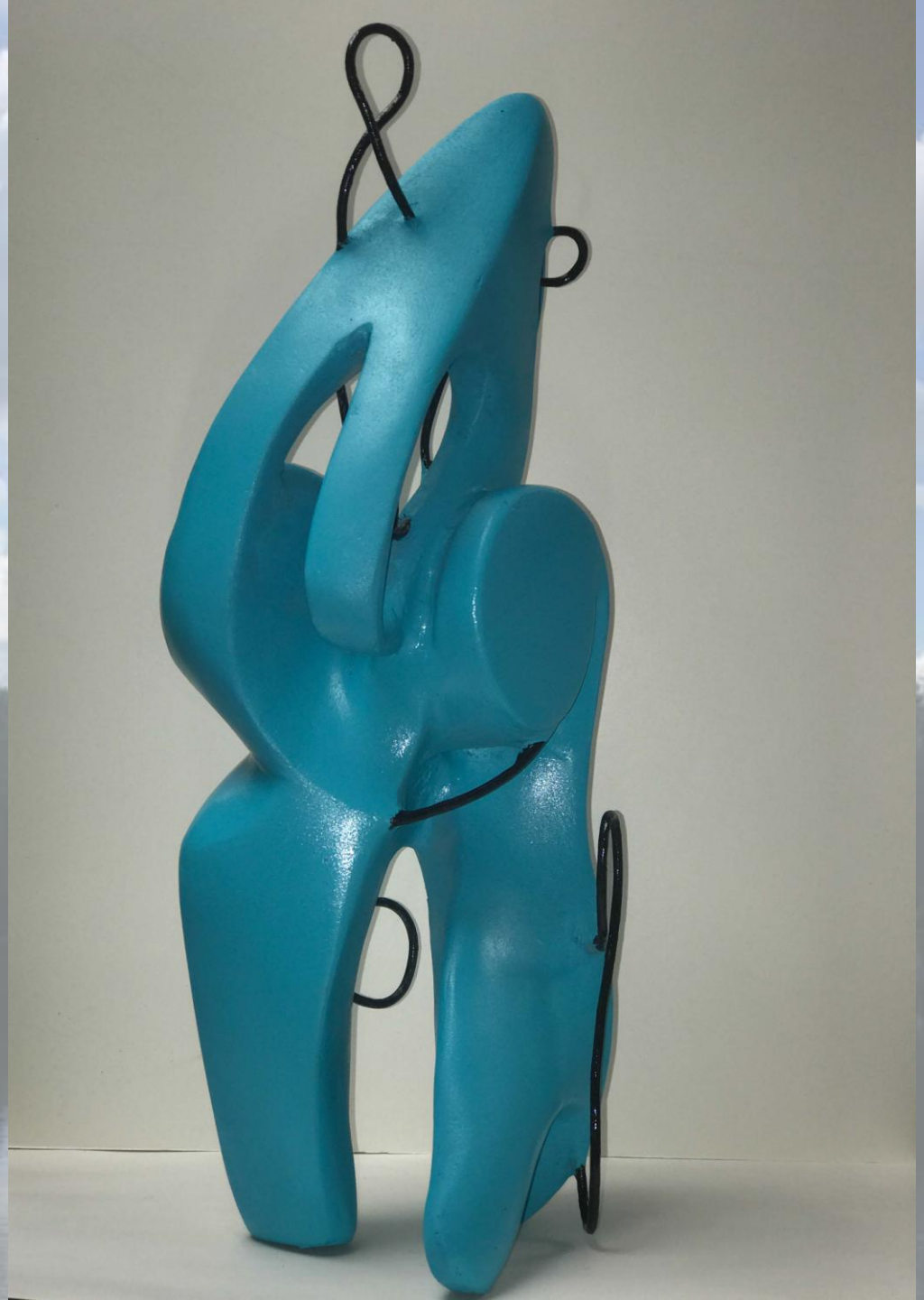




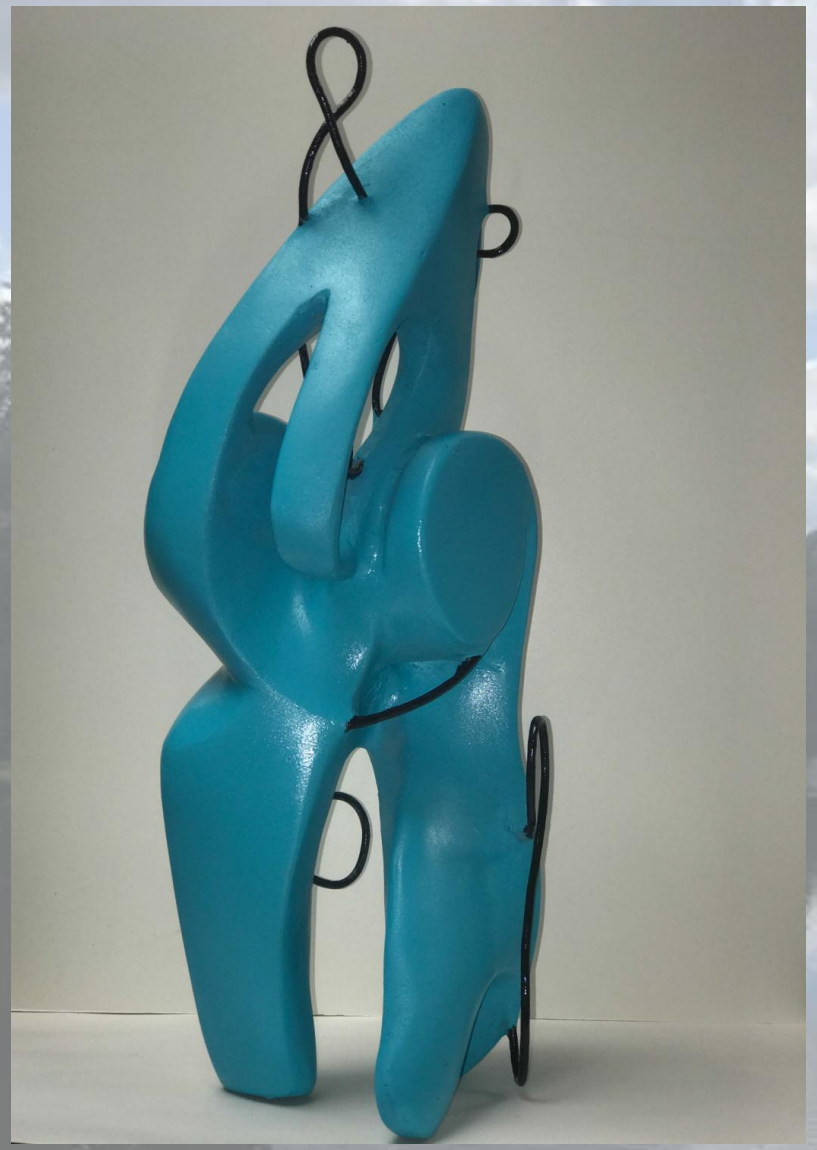
Nicole Beck

"Art should comfort the disturbed and disturb the comfortable."

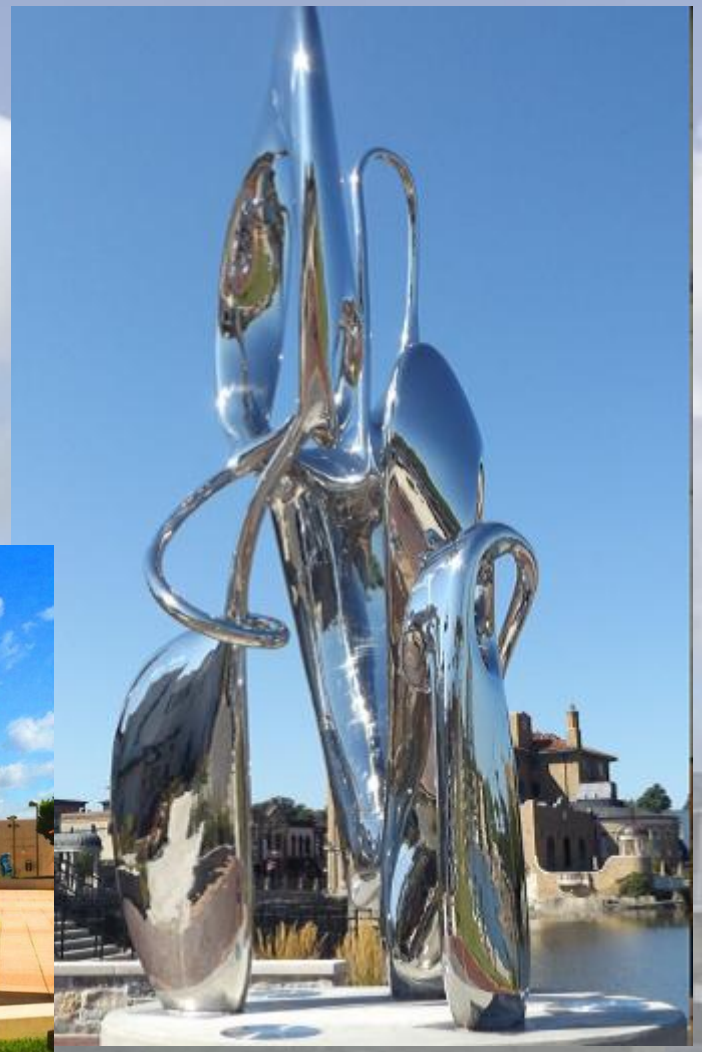
— Banksy



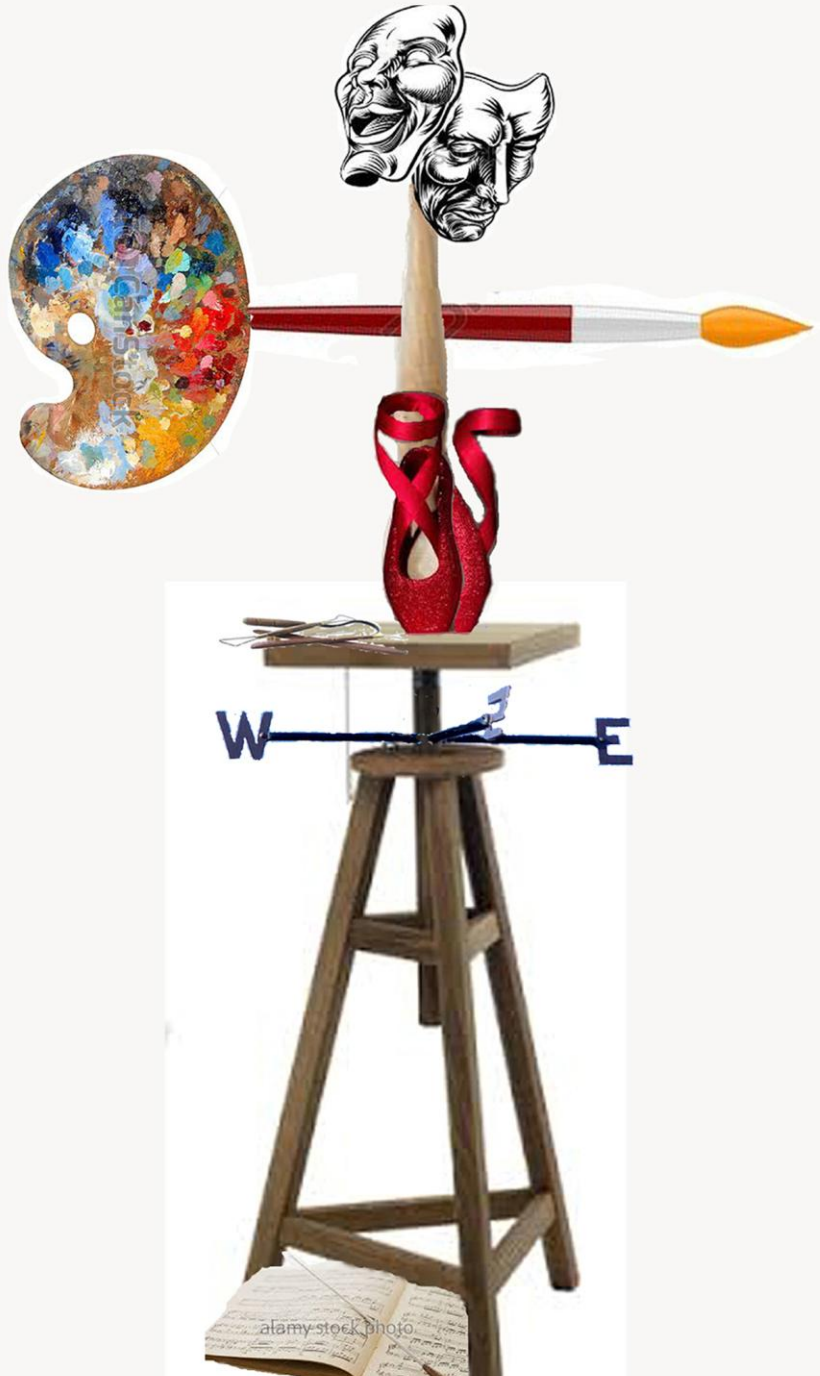
Guy Bellaver
“Self-Expression”

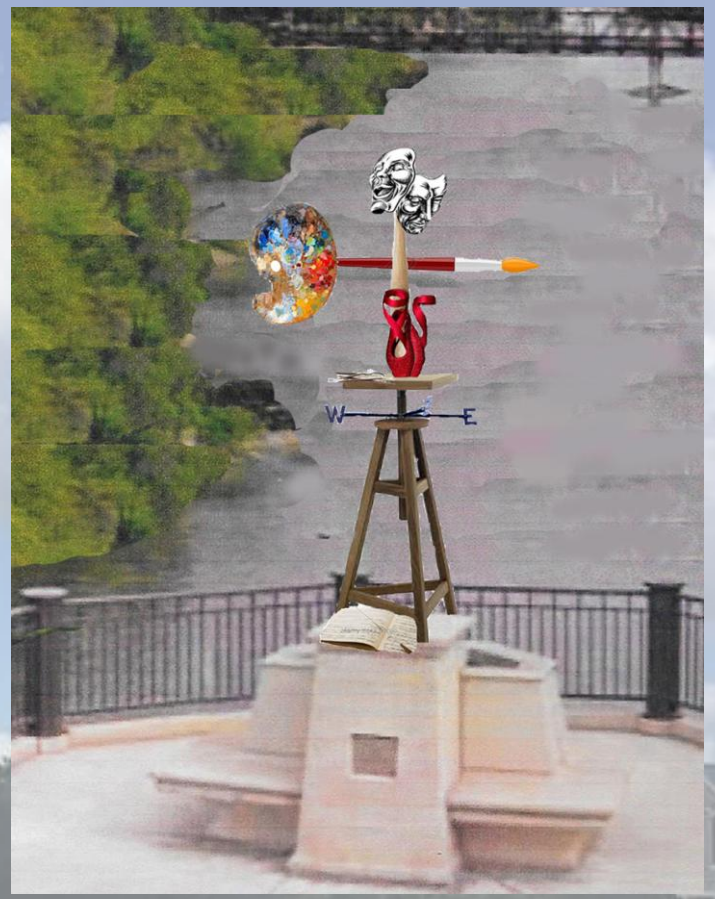


Guy Bellaver
"Self-Expression"



Guy Bellaver



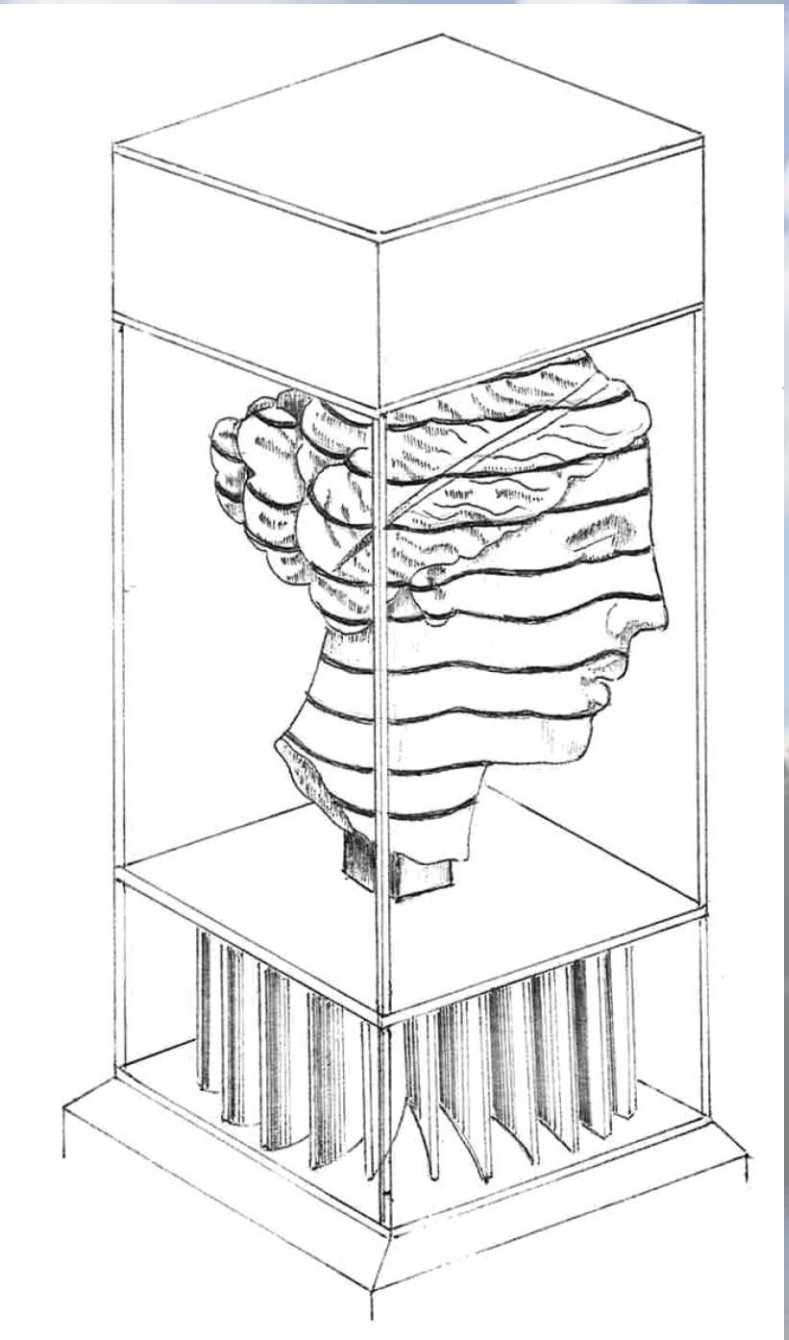


Christopher Bennett
"Tools of the Trade"

Christopher Bennett

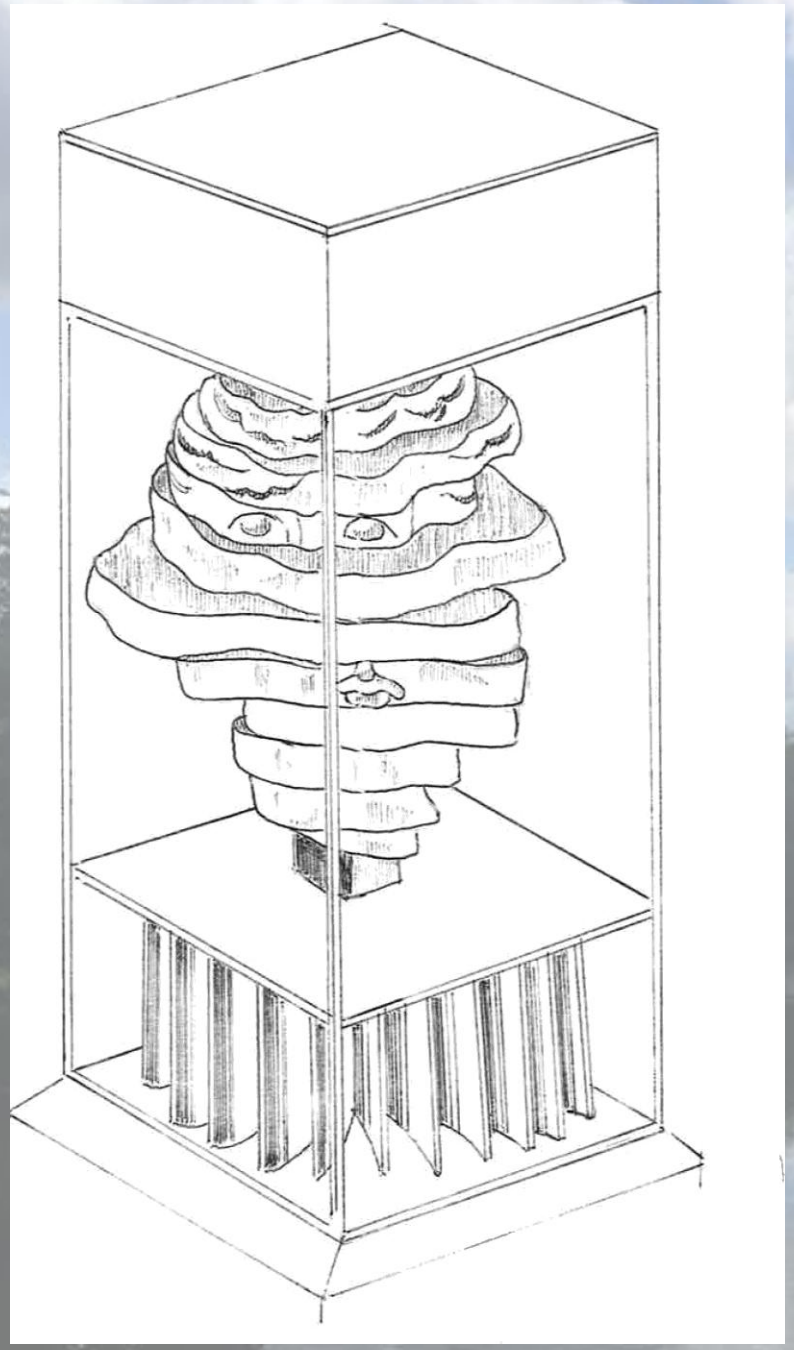
"It is hard work and great art to make life not so serious."

-John Irving, The Hotel New Hampshire

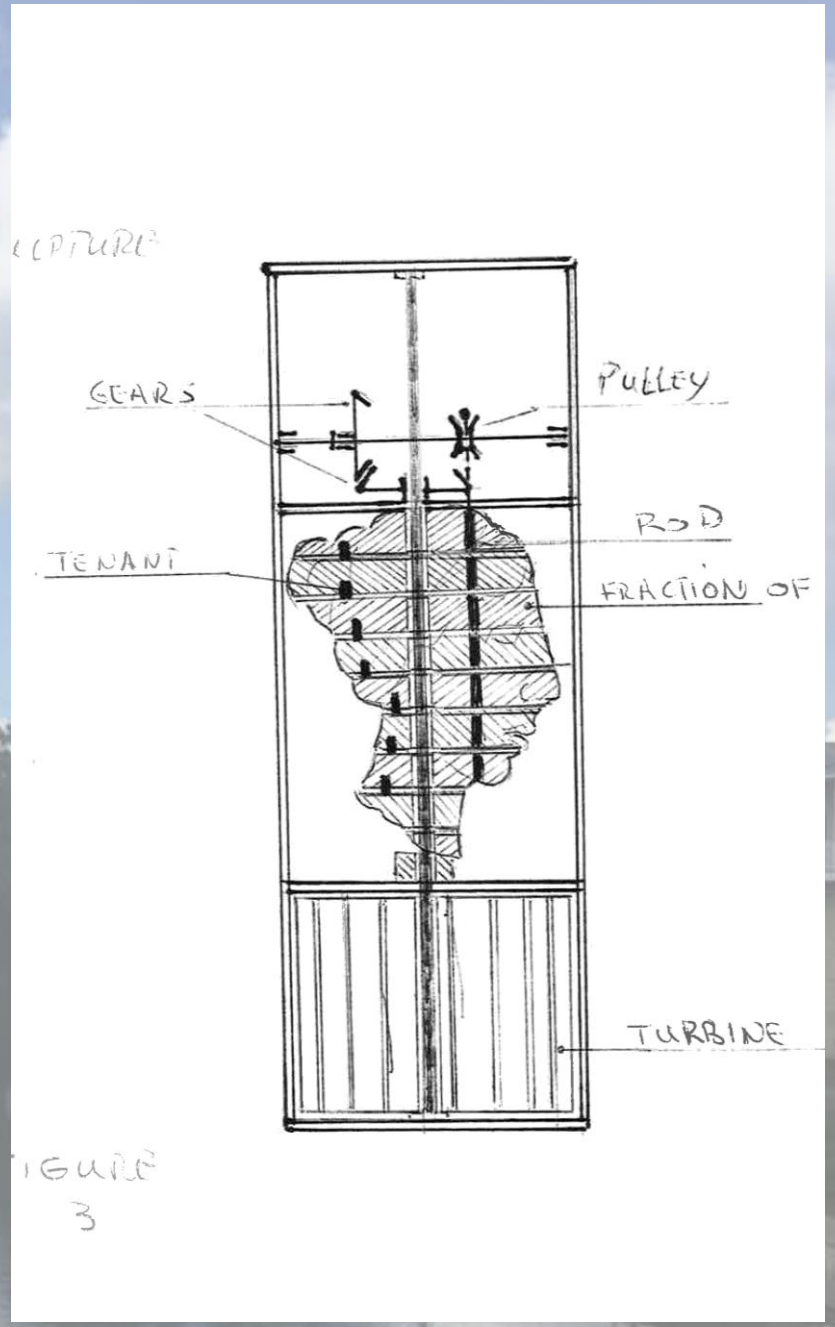


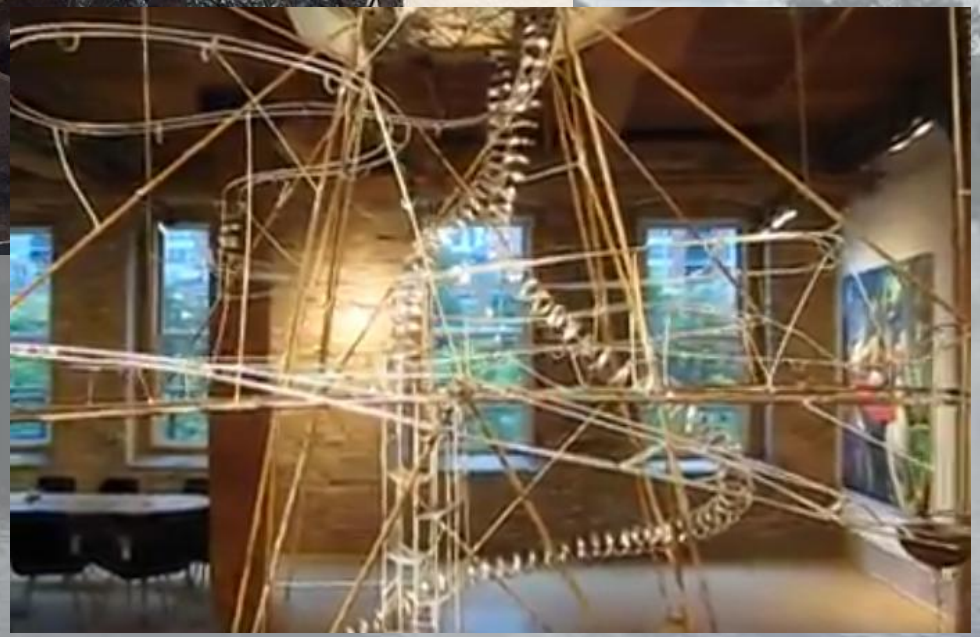
Bouba Boumaiz

Kinetic Sculpture “Art”



Bouba Boumaiz
Kinetic sculpture
“Art”





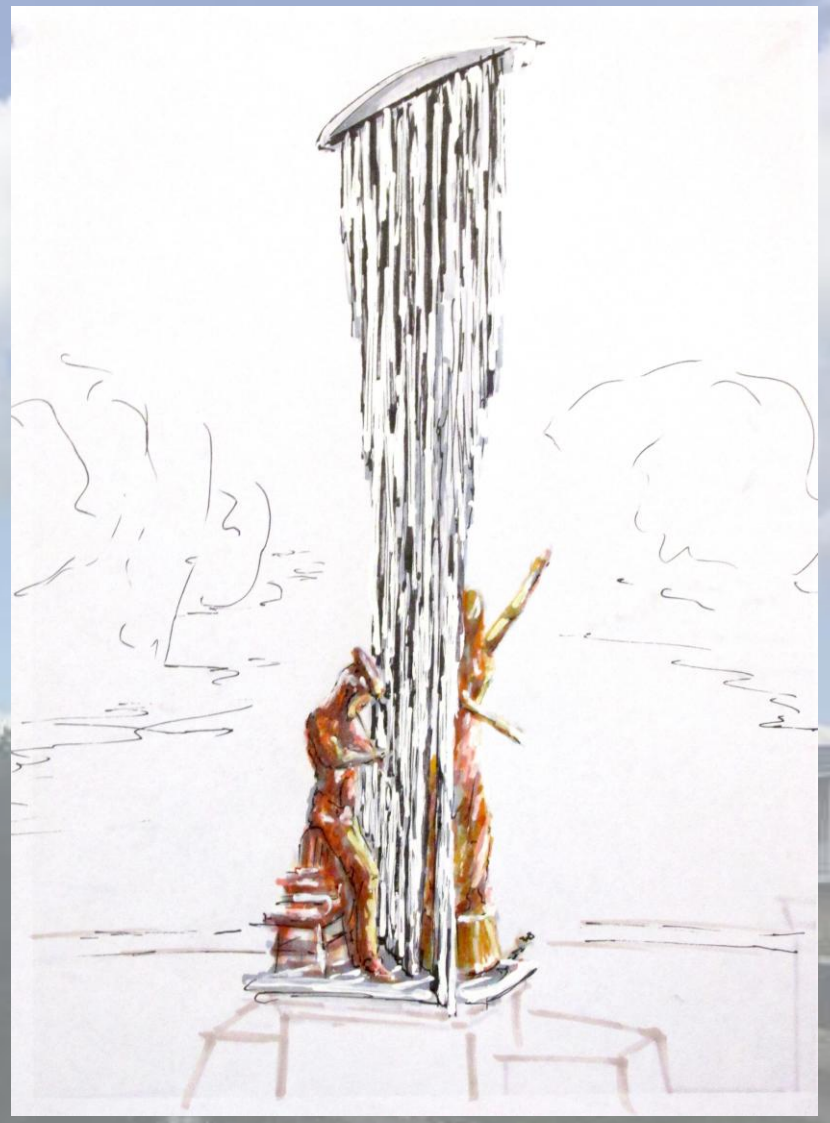
Bouba Boumaiz

“Imagination governs the world.”

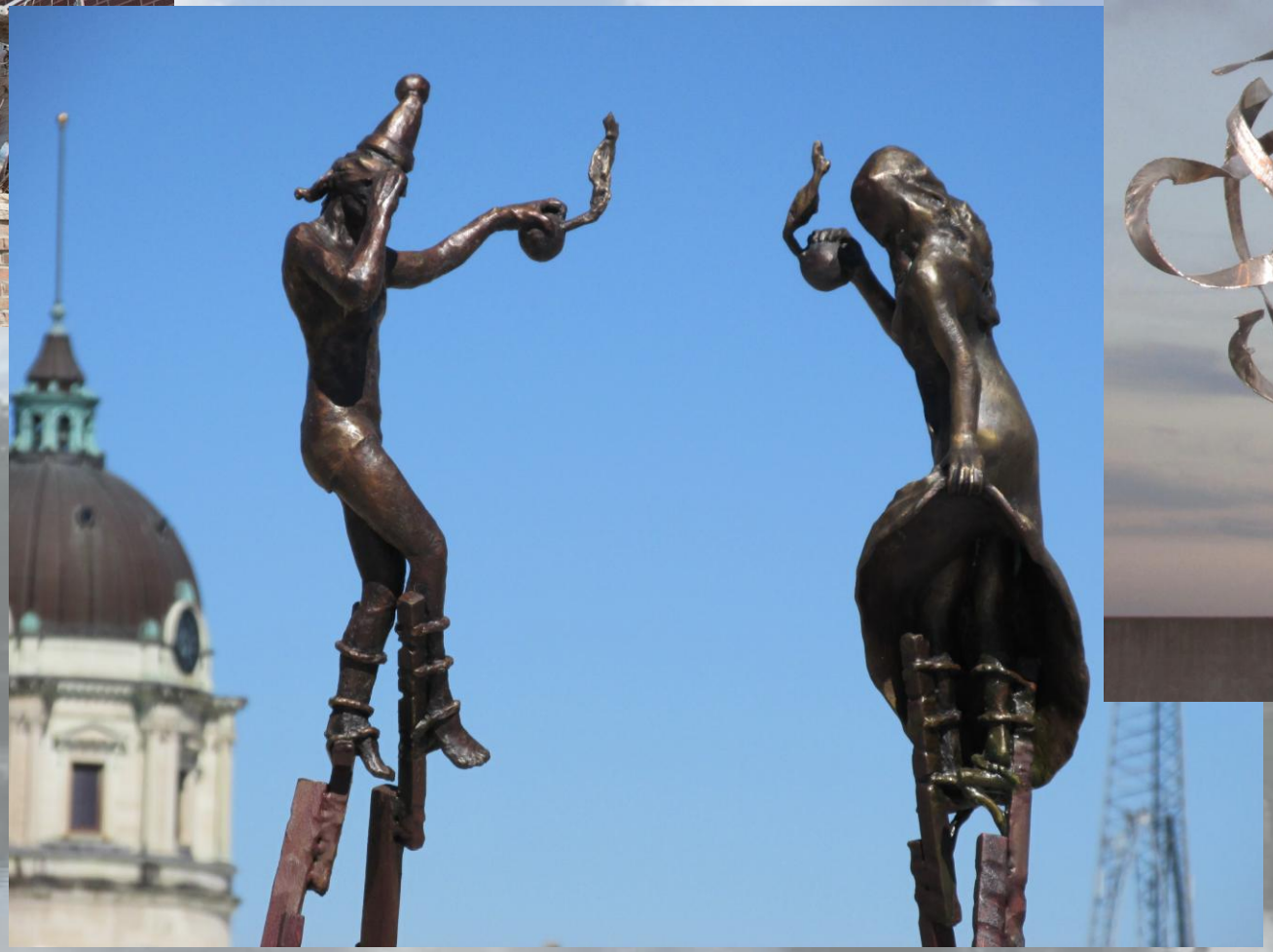
— Napolean Bonaparte

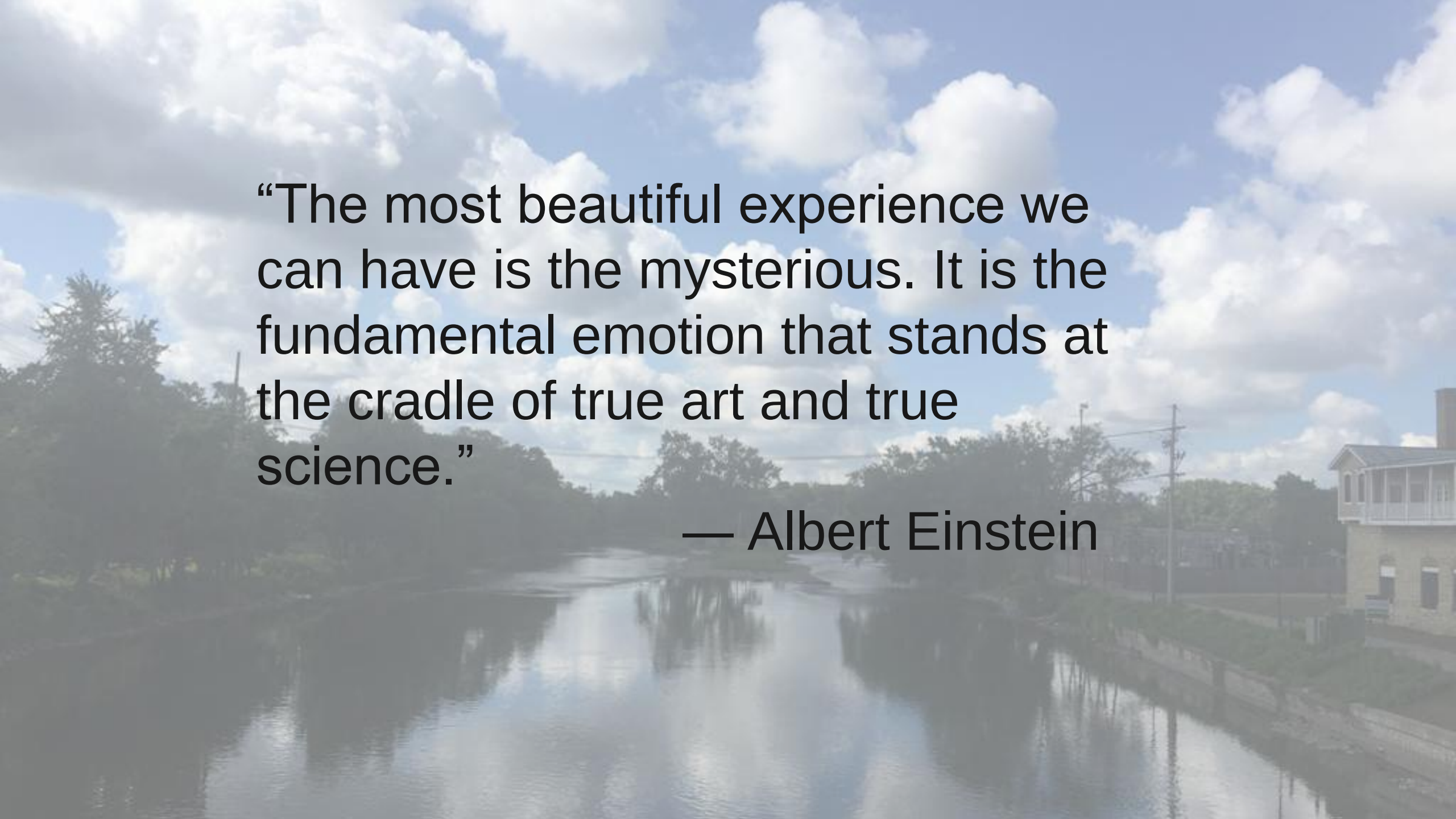
Herb Eaton
"Her Grace and the Motley"

Herb Eaton
"Her Grace and the Motley"



Herb Eaton

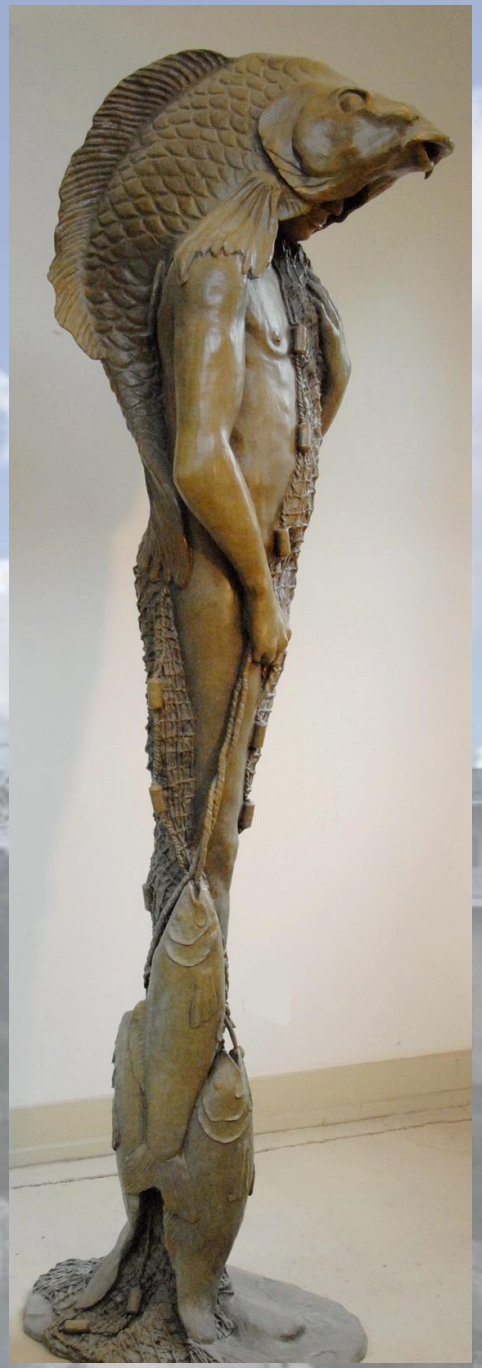




“The most beautiful experience we can have is the mysterious. It is the fundamental emotion that stands at the cradle of true art and true science.”

— Albert Einstein

Ray Kobald
"From the Waters
Comes My Bounty"



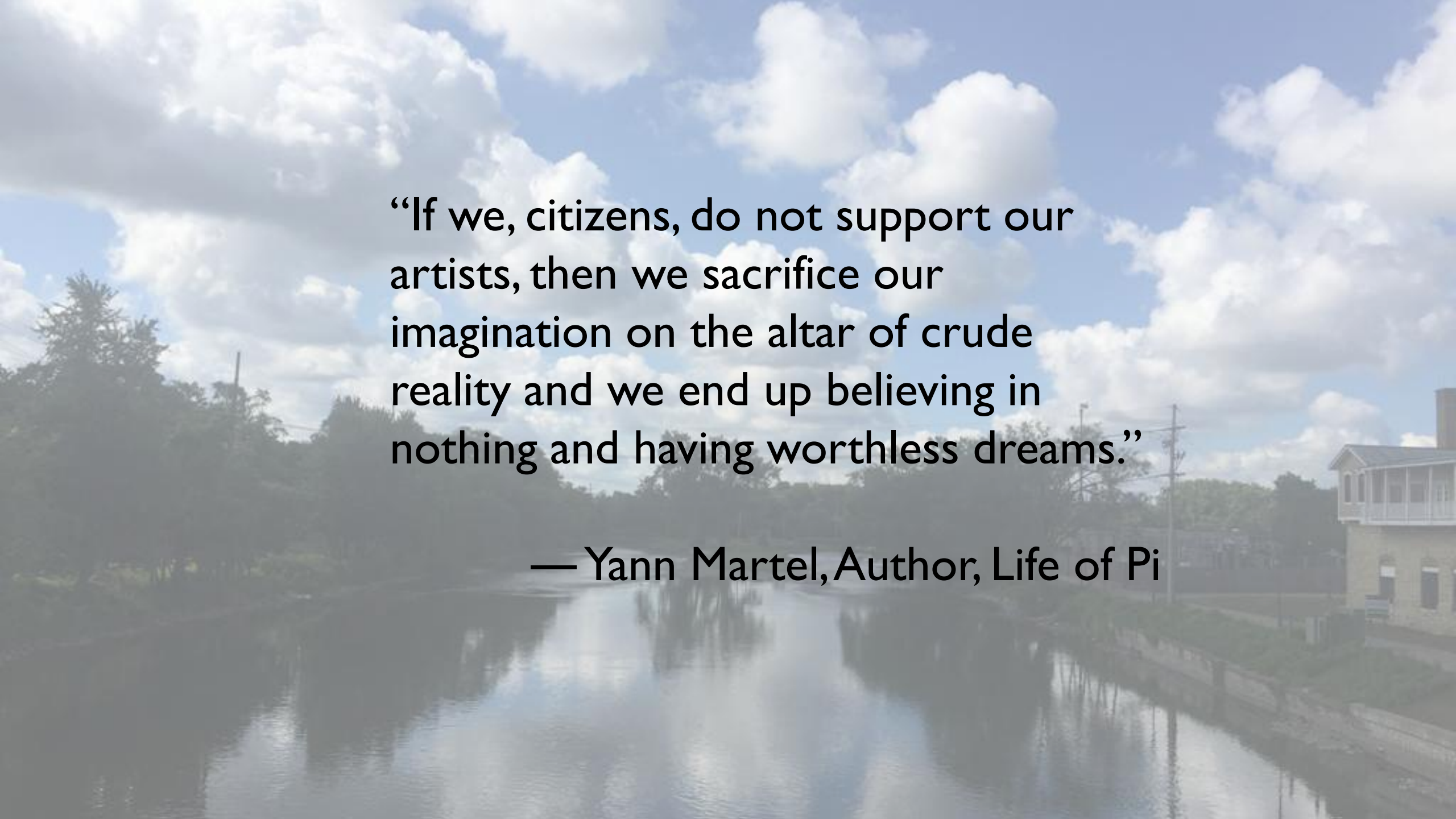
Ray Kobald
"From the Waters Comes My Bounty"

Ray Kobald

Moonlight is sculpture.
Nathaniel Hawthorne

David Zahn
"Art"

David Zahn



"If we, citizens, do not support our artists, then we sacrifice our imagination on the altar of crude reality and we end up believing in nothing and having worthless dreams."

— Yann Martel, Author, Life of Pi

Provide your Comments:

www.cityofbatavia.net/sculpture

sculpture@cityofbatavia.net

CITY OF BATAVIA

DATE: December 27, 2016
TO: COW Public Utilities
FROM: Mustafa Kahvedzic, Project Engineer
SUBJECT: Award of Contract to Archon Construction Company for directional bore 15kV service for Downtown businesses and residents along Wilson, River Street, Washington Avenue and State Street

Summary: The City of Batavia Electric Utility will be providing new underground 15kV electric service for residential and commercial facilities located along Wilson Street, River Street, Washington Avenue and State Street within Downtown Batavia.

Background: The Electric Utility is in the process of designing and construction of underground electric distribution system in the downtown area. This upgrade will enable the Electric Utility Department provide underground services to all businesses and residents located along Wilson Street (Washington Street to River Street), River Street (Wilson Street to Spring Street), State Street (River Street to Washington Avenue) and Washington Avenue (State Street to Wilson Street).

As part of the upgrade, the Electric Utility sought quotes from nine (9) contractors for the directional boring, and the proposed quotes are presented in the following table:

COMPANY	Bid Price:
ARCHON CONSTRUCTION COMPANY Inc.	$169,330.00
CARLISLE UTILITY	$195,000.00

After review of all of the submitted data, the company that submitted the lowest quote was Archon Construction Co. Inc, of Addison, IL. City utilized Archon Construction Co. for similar work from 2013 thru 2015 and was satisfied with contractor's performance.

The quote from Archon Construction is for $169,330.00. This price also includes the delivery and installation of HDPE pipe by directional boring method. Also, in this quote included are all test holes needed to safely complete all the directional boring requested and all concrete/asphalt restoration needed in the road and sidewalk areas along with sod restoration in the grass areas. All spoil removal and traffic/pedestrian control is included.

Staff recommendations:

Recommends approve Resolution 17-01-R authorizing agreement for bore 15kV service for Downtown businesses and residents with Archon Construction Inc. for an amount not-to-exceed $177,796.50, which is the total bid price plus five percent contingency amount and waive formal bidding for this project.

Attachment 1:

1. Contract with Archon Construction Company, Inc

CITY OF BATAVIA, ILLINOIS
RESOLUTION 17-01-R

AUTHORIZING AGREEMENT FOR DIRECTIONAL BORING 1 WASHINGTON PLACE

WHEREAS, the City of Batavia owns and operates an electric utility whereby it purchases wholesale power and resells same to its citizens; and

WHEREAS, the City of Batavia Municipal Electric Utility shall install underground conduits, vaults, and handholes associated with the directional boring to improve electrical distribution network; and

WHEREAS, request for quotes were sought and received from qualified contractors to provide the equipment, labor, and materials for installation by directional boring method and restoring the land,

WHEREAS, Archon Construction Co, Inc has submitted the lowest responsible bid and further, that Archon Construction Co, Inc has the experience and qualifications necessary to provide the work in a satisfactory and safe manner; and

WHEREAS, it is in the best interests of the City of Batavia that the proposal from Archon Construction Co, Inc be accepted, and a Contract with Archon Construction Co, Inc be entered into; and

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a Contract, attached hereto as Exhibit 1, with Archon Construction Co, Inc for the directional boring at in the amount of $179,330.50 which is total bid price plus five percent contingency amount.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 3rd day of January, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 3rd day of January, 2017.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	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:

_____

City Clerk

Exhibit 1

AGREEMENT

THIS AGREEMENT, made this 14th day of December 2016 by and between the **CITY OF BATAVIA**, (hereinafter referred to as the "City"), and **ARCHON CONSTRUCTION INC, ADDISON, IL** (hereinafter referred to as the "Company), with regard to certain services in connection with **Directional Boring One Washington Place** (hereinafter referred to as the "Project".)

NOW THEREFORE, the City and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

2. The Company has made a proposal to the City, dated December 09, 2016 in response to the City's Request for Proposals, attached hereto and expressly made part hereof.

3. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the City and the Company.

4. The terms and conditions of this agreement shall be the sole terms and conditions followed for this Agreement, unless otherwise approved in writing by the City Attorney and attached as an exhibit to this agreement. Any and all terms and conditions contained in Company's Proposal shall be superseded by the terms and conditions of this agreement.

5. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.

6. The City does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.

7. Illinois Prevailing Wages: To the extent the proposed contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works

Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 30/5. 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 its employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

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

8. Any payment made to the Company shall be strictly on the basis of quantum meruit. The Company shall submit to the City a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The City will pay the Company for the performance of the Agreement as follows:

   a. Monthly payments based on actual work satisfactorily completed, less 10% retainage until final completion of the work

   b. The total Agreement payment shall not exceed sixty- thousand dollars, ($169,330.00)

   c. Additions or deductions to the approved total amount for services shall be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.

   d. Final payment to the Company will be made once the project has been completed, all paperwork completed and turned into the City of Batavia and/or State of Illinois, and approved with the State of Illinois and/or the City of Batavia.

9. The Company will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of the services.

10. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City and the City's Consultant as an additional named insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the City. All insurance will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

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

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

12. The Company will attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the City.

13. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.

14. The City and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the City not the Company shall assign, subcontract, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

    The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail in the proposal submitted by the

Company. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent if the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

15. Company shall indemnify, protect, defend and hold the City and its employees harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorney's fees, arising out of or in any way related to the work preformed pursuant to this contract, including all work performed by its employees, agents, sub-contractors and assigns, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligence or willful misconduct of the City, its employees or agents.

16. The City agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.

17. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

18. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

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

20. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the previsions in the Agreement of fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.

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

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

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

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

21. The City agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.

22. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City's Contractors, if any.

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

If to Company:	Archon Construction Inc. 563 S. Rt.53 Addison, IL 60101
with copy to:	_____
If to the City:	City of Batavia Attention: City Clerk 100 North Island Avenue Batavia, IL 60510
with copies to:	City of Batavia Attention: Electric Department 200 N Raddant Rd. Batavia, IL 60510
and:	City Attorney Attention: Kevin G. Drendel 111 Flinn Street Batavia, IL 60510

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

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

26. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF BATAVIA,
an Illinois Municipality

By: _____
Mayor

Attest:

By: _____
City Clerk

Company: Archon Construction Co Inc
563 S RT 53
Addison IL 60101

By: Peter Loizzo
President

Attest:

By: Margaret Vidal
Secretary

AGREEMENT

THIS AGREEMENT, made this 14th day of December 2016 by and between the **CITY OF BATAVIA**, (hereinafter referred to as the "City"), and **ARCHON CONSTRUCTION INC, ADDISON, IL** (hereinafter referred to as the "Company), with regard to certain services in connection with **Directional Boring One Washington Place** (hereinafter referred to as the "Project".)

NOW THEREFORE, the City and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

2. The Company has made a proposal to the City, dated December 09, 2016 in response to the City's Request for Proposals, attached hereto and expressly made part hereof.

3. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the City and the Company.

4. The terms and conditions of this agreement shall be the sole terms and conditions followed for this Agreement, unless otherwise approved in writing by the City Attorney and attached as an exhibit to this agreement. Any and all terms and conditions contained in Company's Proposal shall be superseded by the terms and conditions of this agreement.

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Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 30/5. 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 its employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

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

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   b. The total Agreement payment shall not exceed sixty- thousand dollars, ($169,330.00)

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9. The Company will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of the services.

10. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City and the City's Consultant as an additional named insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the City. All insurance will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

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

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

12. The Company will attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the City.

13. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.

14. The City and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the City not the Company shall assign, subcontract, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

    The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail in the proposal submitted by the

Company. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent if the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

15. Company shall indemnify, protect, defend and hold the City and its employees harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorney's fees, arising out of or in any way related to the work preformed pursuant to this contract, including all work performed by its employees, agents, sub-contractors and assigns, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligence or willful misconduct of the City, its employees or agents.

16. The City agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.

17. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

18. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

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

20. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the previsions in the Agreement of fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.

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

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

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

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

21. The City agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.

22. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City's Contractors, if any.

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

If to Company:	Archon Construction Inc. 563 S. Rt.53 Addison, IL 60101
with copy to:	_____
If to the City:	City of Batavia Attention: City Clerk 100 North Island Avenue Batavia, IL 60510
with copies to:	City of Batavia Attention: Electric Department 200 N Raddant Rd. Batavia, IL 60510
and:	City Attorney Attention: Kevin G. Drendel 111 Flinn Street Batavia, IL 60510

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

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

26. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF BATAVIA,
an Illinois Municipality

By: _____
Mayor

Attest:

By: _____
City Clerk

Company: Archon Construction Co Inc
563 S RT 53
Addison IL 60101

By: Peter Loizzo
President

Attest:

By: Margaret A Vydel
Secretary

CITY OF BATAVIA

DATE: December 27, 2016
TO: COW Public Utilities
FROM: Mustafa Kahvedzic, Project Engineer
SUBJECT: Award of Contract to Archon Construction Company for directional bore 15kV service for Downtown businesses and residents along Wilson, River Street, Washington Avenue and State Street

Summary: The City of Batavia Electric Utility will be providing new underground 15kV electric service for residential and commercial facilities located along Wilson Street, River Street, Washington Avenue and State Street within Downtown Batavia.

Background: The Electric Utility is in the process of designing and construction of underground electric distribution system in the downtown area. This upgrade will enable the Electric Utility Department provide underground services to all businesses and residents located along Wilson Street (Washington Street to River Street), River Street (Wilson Street to Spring Street), State Street (River Street to Washington Avenue) and Washington Avenue (State Street to Wilson Street).

As part of the upgrade, the Electric Utility sought quotes from nine (9) contractors for the directional boring, and the proposed quotes are presented in the following table:

COMPANY	Bid Price:
ARCHON CONSTRUCTION COMPANY Inc.	$169,330.00
CARLISLE UTILITY	$195,000.00

After review of all of the submitted data, the company that submitted the lowest quote was Archon Construction Co. Inc, of Addison, IL. City utilized Archon Construction Co. for similar work from 2013 thru 2015 and was satisfied with contractor's performance.

The quote from Archon Construction is for $169,330.00. This price also includes the delivery and installation of HDPE pipe by directional boring method. Also, in this quote included are all test holes needed to safely complete all the directional boring requested and all concrete/asphalt restoration needed in the road and sidewalk areas along with sod restoration in the grass areas. All spoil removal and traffic/pedestrian control is included.

Staff recommendations:

Recommends approve Resolution 17-01-R authorizing agreement for bore 15kV service for Downtown businesses and residents with Archon Construction Inc. for an amount not-to-exceed $177,796.50, which is the total bid price plus five percent contingency amount and waive formal bidding for this project.

Attachment 1:

1. Contract with Archon Construction Company, Inc

CITY OF BATAVIA, ILLINOIS
RESOLUTION 17-01-R

AUTHORIZING AGREEMENT FOR DIRECTIONAL BORING 1 WASHINGTON PLACE

WHEREAS, the City of Batavia owns and operates an electric utility whereby it purchases wholesale power and resells same to its citizens; and

WHEREAS, the City of Batavia Municipal Electric Utility shall install underground conduits, vaults, and handholes associated with the directional boring to improve electrical distribution network; and

WHEREAS, request for quotes were sought and received from qualified contractors to provide the equipment, labor, and materials for installation by directional boring method and restoring the land,

WHEREAS, Archon Construction Co, Inc has submitted the lowest responsible bid and further, that Archon Construction Co, Inc has the experience and qualifications necessary to provide the work in a satisfactory and safe manner; and

WHEREAS, it is in the best interests of the City of Batavia that the proposal from Archon Construction Co, Inc be accepted, and a Contract with Archon Construction Co, Inc be entered into; and

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a Contract, attached hereto as Exhibit 1, with Archon Construction Co, Inc for the directional boring at in the amount of $179,330.50 which is total bid price plus five percent contingency amount.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 3rd day of January, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 3rd day of January, 2017.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	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:

_____

City Clerk

Exhibit 1

AGREEMENT

THIS AGREEMENT, made this 14th day of December 2016 by and between the **CITY OF BATAVIA**, (hereinafter referred to as the "City"), and **ARCHON CONSTRUCTION INC, ADDISON, IL** (hereinafter referred to as the "Company), with regard to certain services in connection with **Directional Boring One Washington Place** (hereinafter referred to as the "Project".)

NOW THEREFORE, the City and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

2. The Company has made a proposal to the City, dated December 09, 2016 in response to the City's Request for Proposals, attached hereto and expressly made part hereof.

3. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the City and the Company.

4. The terms and conditions of this agreement shall be the sole terms and conditions followed for this Agreement, unless otherwise approved in writing by the City Attorney and attached as an exhibit to this agreement. Any and all terms and conditions contained in Company's Proposal shall be superseded by the terms and conditions of this agreement.

5. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.

6. The City does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.

7. Illinois Prevailing Wages: To the extent the proposed contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works

Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 30/5. 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 its employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

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

8. Any payment made to the Company shall be strictly on the basis of quantum meruit. The Company shall submit to the City a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The City will pay the Company for the performance of the Agreement as follows:

   a. Monthly payments based on actual work satisfactorily completed, less 10% retainage until final completion of the work

   b. The total Agreement payment shall not exceed sixty- thousand dollars, ($169,330.00)

   c. Additions or deductions to the approved total amount for services shall be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.

   d. Final payment to the Company will be made once the project has been completed, all paperwork completed and turned into the City of Batavia and/or State of Illinois, and approved with the State of Illinois and/or the City of Batavia.

9. The Company will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of the services.

10. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City and the City's Consultant as an additional named insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the City. All insurance will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

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

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

12. The Company will attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the City.

13. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.

14. The City and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the City not the Company shall assign, subcontract, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

    The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail in the proposal submitted by the

Company. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent if the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

15. Company shall indemnify, protect, defend and hold the City and its employees harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorney's fees, arising out of or in any way related to the work preformed pursuant to this contract, including all work performed by its employees, agents, sub-contractors and assigns, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligence or willful misconduct of the City, its employees or agents.

16. The City agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.

17. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

18. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

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

20. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the previsions in the Agreement of fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.

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

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

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

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

21. The City agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.

22. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City's Contractors, if any.

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

If to Company:	Archon Construction Inc. 563 S. Rt.53 Addison, IL 60101
with copy to:	_____
If to the City:	City of Batavia Attention: City Clerk 100 North Island Avenue Batavia, IL 60510
with copies to:	City of Batavia Attention: Electric Department 200 N Raddant Rd. Batavia, IL 60510
and:	City Attorney Attention: Kevin G. Drendel 111 Flinn Street Batavia, IL 60510

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

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

26. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF BATAVIA,
an Illinois Municipality

By: _____
Mayor

Attest:

By: _____
City Clerk

Company: Archon Construction Co Inc
563 S RT 53
Addison IL 60101

By: Peter Loizzo
President

Attest:

By: Margaret Vidal
Secretary

AGREEMENT

THIS AGREEMENT, made this 14th day of December 2016 by and between the **CITY OF BATAVIA**, (hereinafter referred to as the "City"), and **ARCHON CONSTRUCTION INC, ADDISON, IL** (hereinafter referred to as the "Company), with regard to certain services in connection with **Directional Boring One Washington Place** (hereinafter referred to as the "Project".)

NOW THEREFORE, the City and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

2. The Company has made a proposal to the City, dated December 09, 2016 in response to the City's Request for Proposals, attached hereto and expressly made part hereof.

3. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the City and the Company.

4. The terms and conditions of this agreement shall be the sole terms and conditions followed for this Agreement, unless otherwise approved in writing by the City Attorney and attached as an exhibit to this agreement. Any and all terms and conditions contained in Company's Proposal shall be superseded by the terms and conditions of this agreement.

5. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.

6. The City does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.

7. Illinois Prevailing Wages: To the extent the proposed contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works

Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 30/5. 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 its employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

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

8. Any payment made to the Company shall be strictly on the basis of quantum meruit. The Company shall submit to the City a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The City will pay the Company for the performance of the Agreement as follows:

   a. Monthly payments based on actual work satisfactorily completed, less 10% retainage until final completion of the work

   b. The total Agreement payment shall not exceed sixty- thousand dollars, ($169,330.00)

   c. Additions or deductions to the approved total amount for services shall be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.

   d. Final payment to the Company will be made once the project has been completed, all paperwork completed and turned into the City of Batavia and/or State of Illinois, and approved with the State of Illinois and/or the City of Batavia.

9. The Company will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of the services.

10. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City and the City's Consultant as an additional named insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the City. All insurance will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

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

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

12. The Company will attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the City.

13. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.

14. The City and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the City not the Company shall assign, subcontract, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

    The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail in the proposal submitted by the

Company. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent if the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

15. Company shall indemnify, protect, defend and hold the City and its employees harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorney's fees, arising out of or in any way related to the work preformed pursuant to this contract, including all work performed by its employees, agents, sub-contractors and assigns, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligence or willful misconduct of the City, its employees or agents.

16. The City agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.

17. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

18. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

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

20. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the previsions in the Agreement of fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.

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

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

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

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

21. The City agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.

22. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City's Contractors, if any.

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

If to Company:	Archon Construction Inc. 563 S. Rt.53 Addison, IL 60101
with copy to:	_____
If to the City:	City of Batavia Attention: City Clerk 100 North Island Avenue Batavia, IL 60510
with copies to:	City of Batavia Attention: Electric Department 200 N Raddant Rd. Batavia, IL 60510
and:	City Attorney Attention: Kevin G. Drendel 111 Flinn Street Batavia, IL 60510

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

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

26. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF BATAVIA,
an Illinois Municipality

By: _____
Mayor

Attest:

By: _____
City Clerk

Company: Archon Construction Co Inc
563 S RT 53
Addison IL 60101

By: Peter Loizzo
President

Attest:

By: Margaret A Vydel
Secretary

CITY OF BATAVIA

DATE: **December 29, 2016**
TO: **Committee of the Whole-CD**
FROM: **Scott Buening, Community Development Director**
SUBJECT: **Resolution 17-04-R Authorizing Execution of a Contract with Sparc, Inc. for Branding and Identity Services**

Summary: Authorization to Execute Contract with Sparc, Inc. for branding and identity services.

Background: In May 2016, the City Council gave direction for staff to engage the services of a consultant to do an analysis of and solicit proposals for branding and identity services for the City. Staff created an initial steering committee and sent out a Request for Proposals (RFP) to various consultants. This RFP was also advertised on our bid page of the City website.

Staff received a total of ten (10) proposals by the bid deadline of September 23, 2016. The steering committee narrowed this down to four (4) consultants for interviews which took place in early/mid November. The Committee then selected Sparc, Inc. as their preferred consultant.

Attached is a copy of the contract and the work plan. In order to begin the project, we will need to have the City Administrator authorized to sign the contract. Once signed, we will schedule a kick off meeting and a formal steering committee will be created with the assistance of the consultant. The entire project will take about 6-8 months depending on meeting schedules and feedback progress to the consultant.

Alternatives:

1. **Approve of Resolution 17-04-R to proceed with the branding and identity project**
2. **Direct the steering committee to consider another consultant**
3. **Do not proceed with the branding project.**

    a. **Pros-** The branding project would allow the City to look at its branding, taglines and logo and see what is needed to best market the community.

    b. **Cons-** Changes to the current marketing taglines, strategy and logo may be proposed which some may not be favorable towards.

    c. **Budget Impact-** The City has budgeted $50,000 for this study in the 2017 budget.

    d. **Staffing Impact-** City staff would be required to provide data and input as the study progresses. No additional staff would be hired as part of this project.

Timeline for actions: We are looking to hire a consultant to start this project as soon as the contract is signed.

Staff recommendation: Staff recommends approval of Resolution 17-04-R Authorizing Execution of a Contract with Sparc, Inc. for Branding and Identity Services.

Attachments:

1. Resolution 17-04-R Authorizing Execution of a Contract with Sparc, Inc. for Branding and Identity Services
2. Sparc, Inc. Proposal

Cc: Mayor & City Council
Laura Newman
Branding Steering Committee
File

CITY OF BATAVIA, ILLINOIS
RESOLUTION 17-04-R

A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH SPARC, INC. FOR BRANDING AND IDENTITY SERVICES

WHEREAS, the City of Batavia has determined that it in its best interests to enter into a contract with Sparc, Inc. for Branding and Identity Services in conformance with the attached agreement; and

WHEREAS, said project will analyze the City's brand identity and make recommendations for changes that may be warranted in our current programs; and

WHEREAS, the City Council will need to authorize the City Administrator to execute the agreement so that the project may begin;

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 agreement with Sparc, Inc. for Branding and Identity Services as attached hereto.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ___ day of _____, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this _____ day of _____, 2017.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	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

PROFESSIONAL SERVICE AGREEMENT

Brand & Identity Development Project for the City of Batavia, Illinois

This agreement ("Agreement") between sparc, inc. (Consultant), an Illinois corporation doing business as sparc, inc. located at 824 Humboldt Avenue, Winnetka, IL 60093 and the City of Batavia (Client), 100 N. Island Avenue, Batavia, IL 60510 has been established and entered into on _____, 20___ and addresses the following items:

(1) Consultant's Scope of Services and Additional Services. The Consultant's undertaking to perform professional services extends only to the services specifically described in the original sparc, inc. proposal ("Proposal") (attached hereto as exhibit A and made a part of this contract), including a kickoff meeting, research and planning, brand and identity development and the resulting marketing plan including strategy and tactics recommendations. Said services and scope of work includes essential meetings and work up to two rounds of revisions per phase. Any revisions over two rounds will be billed at a rate of $200 per hour. , The Consultant, however, will perform additional services ("Additional Services") if requested by the Client and agreed to by the Consultant, which Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus Consultant's direct expenses including, without limitation, telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage for any Additional Services. Other direct expenses will be billed at 1.15 times the cost.

(2) Client's Responsibilities. In addition to other responsibilities described herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project.
(c) Provide the Consultant with all previous studies, plans, or other documents in Client's possession pertaining to the project and all new data reasonably necessary, in the Consultant's sole opinion, to support the completion of the project.
(d) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
(e) Give prompt written notice to the Consultant whenever the Client becomes aware of any development, defect or non-compliance that may affect the scope and timing of, or payment for the Consultant's services in regard to any aspect of the project.
(f) Bear all costs incidental to the responsibilities of the Client.

(3) Period of Services. Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. The parties hereto acknowledge and anticipate that conditions will allow continuous and orderly progress through completion of the project, but times for completion of the services rendered shall be extended, from time to time, as necessary for delays or suspensions due to circumstances out of the control of the Consultant. If completion of the project extends for more than six months from the date services are first provided by Consultant due to delays within the control of Consultant, the parties agree to review and renegotiate Consultant's compensation, if necessary.

(4) Method of Payment. Compensation shall be paid to the Consultant in accordance with the following provisions:
(a) An initial retainer for one-half of the proposed total creative fees contained in the Proposal will be paid by Client prior to the commencement of services
(b) Invoices will be submitted periodically as progress invoices for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. Interest will be added to accounts not paid within 30 days at a rate of 5% monthly on the outstanding balance due. In addition, if the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts past due are paid in full and may commence proceedings to protect its right to payment under this Agreement.
(c) If the Client objects to an invoice, it must advise the Consultant in writing, giving its reasons within 7 days of receipt of the invoice, or any objections to the invoice will be waived and the Client shall be deemed to have accepted the amount due and owing in the invoice. If the Client objects to only a portion of the invoice, payment for all other portions of the invoice shall remain due and owing within 30 days of receipt.
(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due,

its reasonable attorneys' fees, experts' fees, and other costs and expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
(e) The Client agrees that any payment made to the Consultant is not subject to any contingency or condition. The Consultant may deposit in its bank account any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such deposit being an accord and satisfaction of any amount claimed due by Consultant and without prejudicing any right of the Consultant to collect additional amounts due from the Client.

(5) Use of Concepts and Documents. The Proposal and this Agreement is for the purchase and acceptance of only one creative approach (concept) presented within the scope of work by the Client. All other ideas, concepts and/or designs/strategies described or exhibited shall remain the property of sparc, inc. The Client acknowledges and agrees that any information and data prepared by the Consultant and provided to the Client, including, without limitation, drawings, specifications, reports, and data or programs stored electronically, constitute trade secrets and confidential information proprietary to the Company ("Trade Secrets") with the exception of the one creative approach that is chosen by the Client (City of Batavia. The Trade Secrets may, only be used by the Client if the Client has satisfied all of its obligations under this Agreement, including, without limitation, paying for Consultant's services in full. The Trade Secrets are not intended or represented to be suitable for use, partial use or reuse by the Client, any related parties, representatives, agents or employees or other third parties on extensions of this project or on any other project and shall remain confidential and the sole property of Consultant. The Consultant's electronic files and source code created in the development of application code remain the property of the Consultant and shall be provided to the Client only upon Consultant's consent. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

The Client specifically recognizes that any breach of this Section 5 will be presumed to cause irreparable injury to the Consultant and that actual damages may be difficult to ascertain (and in any event, are presumed to be inadequate), and the Client agrees that in the event of any such breach, the Consultant shall be entitled to injunctive relief with respect to such breach without the posting of a bond or other security (to the extent waiver of such posting is permissible by law) or making a showing of any special damages or irreparable injury. In any action to enforce the Consultant's rights under this Section 5, the Consultant shall be entitled to recover its costs and expenses in connection therewith, including, without limitation, court costs, out-of-pocket expenses, and reasonable attorneys' fees.

(6) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, the Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its estimates of cost as it pertains solely to additional work beyond the scope of the proposal in Exhibit A. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be billed for as Additional Services.

(7) Termination. This Agreement may be terminated by either party upon thirty days' written notice for any reason. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be an amount proportional to the total fee based on the ratio of the amount of the services performed to the date of termination, as reasonably determined by the Consultant, to the total amount of services which would have been performed, if the Agreement were not terminated.

(8) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. **No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.**

(9) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement, that the total liability of the Consultant, its officers, directors, employees, agents, and sub-consultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services provided by Consultant under this Agreement, including but not limited to, any claims arising out of the negligence, professional errors or omissions, strict liability, breach of contract or any warranty, express or implied,

of the Consultant, its officers, directors, employees, agents, and sub-consultants, shall not exceed the total compensation received by the Consultant under this Agreement. Under no circumstances shall the Consultant be liable for consequential or punitive damages, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

(10) Mutual Waiver of Consequential Damages/and Indemnification. In no event shall either party be liable to the other for any punitive or consequential damages. Each party shall indemnify, defend and hold the other party harmless from their negligent and intentional acts causing damages, injuries, or losses to the other party or third party.

(11) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to nonbinding mediation in accordance with the Mediation Procedures of a mediator mutually selected by the parties as a condition precedent to litigation. Any mediation or civil action by Client/or Consultant must be commenced within one year of the accrual of the cause of action asserted, but in no event later than allowed by applicable statutes.

(12) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant with the exception of the one creative approach that is chosen by the Client (City of Batavia) which the City may use, disseminate, reproduce or disclose at its discretion. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions provided that they do not change the price of the project without prior Client (City of Batavia) approval.

(13) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(14) Miscellaneous Provisions. This Agreement is to be governed by the laws of the State of Illinois. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(15) Notices. Written notice between the parties shall be deemed to have been duly served if delivered in person on by certified mail to the following addressees:
To the Client: City of Batavia, 100 N. Island Avenue, Batavia, IL 60510
To sparc, inc.: sparc, inc., 824 Humboldt Avenue, Winnetka, IL 60093

(16) Acceptance. Please indicate acceptance of this agreement by signing one copy and returning it to our office via postal service to the address listed. sparc, inc. will begin work after receiving written authorization to proceed via email, mail, overnight delivery or messenger.

sparc, inc. appreciates the opportunity to provide the City of Batavia with professional brand strategy and planning services.

sparc, inc.	**City of Batavia**
Richard Cassis AIGA SEGD Principal, sparc, inc.	City of Batavia Representative Signature
	Printed Name
Date	Date

exhibit A

sparc, inc.

the design offices of
RICHARD CASSIS

A proposal for the
Brand & Identity Development Project
for the City of Batavia, Illinois.

September 23, 2016

Scott Buening
Community Development Director
City of Batavia
100 N. Island Avenue
Batavia, IL 60510

Re: Brand & Identity Development Project for the City of Batavia, Illinois

Dear Mr. Buening,

It is with great enthusiasm that sparc, inc. submits our proposal for the Branding of Batavia. We appreciate the opportunity.

We understand that creating a new and positive perception of Batavia presents an important opportunity as the community looks to the future. It is our intention to support you in making solid, well-informed decisions about the city's brand – one that achieves your goals; one that speaks consistently, meaningfully and memorably to residents, business owners and visitors. And that builds some excitement, too.

As a team that has helped brand small towns with big hearts and bigger plans, dense urban business districts, inclusive community anchor organizations – and just about everything in between – we come equipped not just with knowledge and experience, but with passion for what Batavia is about to undertake. We have seen the power of our branding process as it energizes communities. As it turns disparate groups into collegial teams. As it uncovers big ideas. But just as important, we have seen what a strong brand can do for community development and economic muscle.

As you read our proposal you may have questions. Please don't hesitate to call or email. And if you determine that an in-person interview should be part of your decision-making process, we'd appreciate that opportunity too.

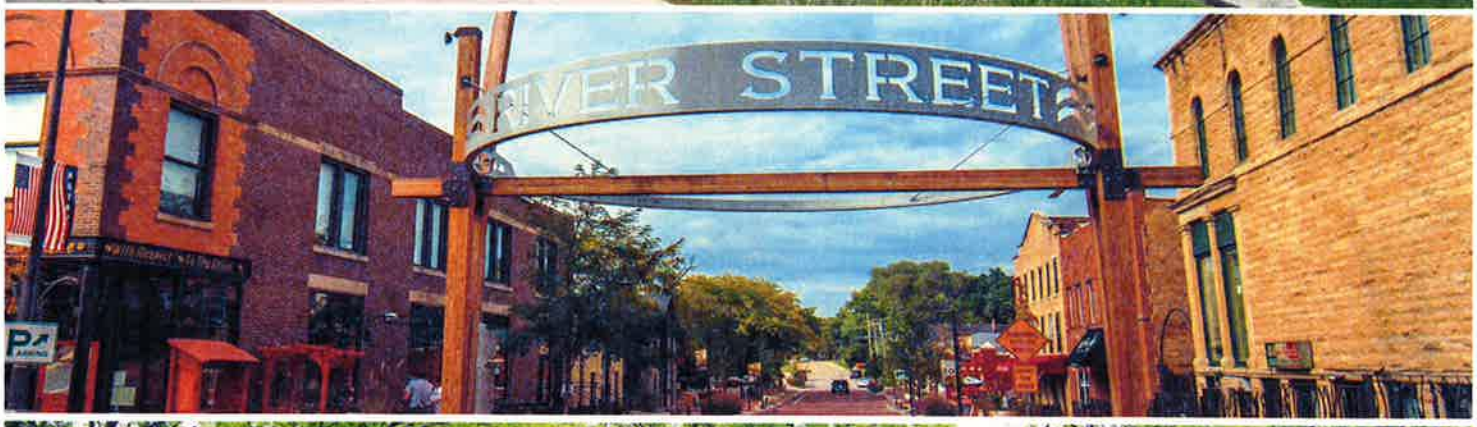
Sincerely,

Richard

Richard Cassis AIGA SEGD
Principal
sparc, inc.

773-320-3095
rcassis@sparcinc.com

American Institute of Graphic Arts
Society for Experiential Graphic Design


RIVER STREET

12

INTRODUCTION

Batavia is Kane County's oldest city. Today community leaders are launching an initiative to assess its current brand image, then look to the future with a new and more coordinated, consistent brand image that supports an engaged and informed community. The city is in search of an experienced branding partner to help support this initiative.

In response to the Request for Proposal, sparc, inc. is pleased to share the insights gained in working with communities across the region and the nation. Each of these communities is different, with strengths and challenges that offer fuel for the branding engine. Our approach is built on a simple idea: that a one-of-a-kind-every-time brand is demanded. There is no room for cookie cutter approaches to branding a community.

As you read our proposal, you will see that we do two things: explain our methodology for each of the three phases included in the Project Scope, plus give you an insight or two about what we have learned in partnership with the communities with whom we have had the honor to work.

PROJECT STATEMENT The sparc, inc. approach to achieving Batavia's goals and objectives

A brand is all of the promises and perceptions that a community wants its audiences to feel about its lifestyle and economic offerings.

kickoff PRE-PHASE 1

We recommend gathering all the key Batavia decision makers – including a few decision influencers – for a meeting to develop both understanding and enthusiasm for the branding process. In this session we'll discuss what branding is and isn't, and invite questions about the process we will be using, expression of any concerns and early contributions to big ideas. In other words, you can ask us anything.

But just as important, we'll ask you a few things.

In a structured ideation session, we'll gather input for the online research and dig into the group's image of what Batavia is today. In the ideation session we'll also get your take on the image of Batavia among key audiences – both current and past – and what that image could be or should be in the future. We'll talk about what we know and what we need to know. This session will make sure we have good direction for the research.

research & planning PHASE 1

sparc, inc collaborative members responsible: Jackie Short, Mary Ann Rood, Daniel Grove and Richard Cassis

In order to develop a clear and deep understanding of the current perceptions of Batavia, we propose the following methodology:

Step 1: Online survey

An online survey that reaches broadly across the Batavia community – residents, visitors, business owners, meeting planners, faith leaders, police and fire, social service providers – will enhance community engagement as it provides a clear view of the community's strengths and challenges.

We've learned that, by using a community organization's email lists – or those available from their businesses, faith groups and economic development organizations – to reach survey participants, we can save project dollars that can be used for marketing or to take advantage of unforeseen opportunities.

The survey will uncover key components of the Batavia brand image; both the strengths of the city – particularly as a destination – that can be effectively communicated, as well as the challenges that need to be addressed perceptually. The survey will also gauge community perspective on the city's current logo.

Step 2: Stakeholder Interviews

Guided by what the online survey tells us and where it steers us, we will conduct one-on-one or one-on-more-than-one interviews. We will look deeply into key issues surfaced in the online survey, plus any surprises that bubble up in conversation.

The list of interviewees will be developed jointly with the Batavia leaders and sparc, inc. to ensure that we get a true 360° view of attitudes, energy and perceptions from key members or influencers of the community. With the permission of the interviewees each conversation will be recorded to ensure an accurate expression of their views in the Brand Assessment Report.

In our previous community brand development initiatives those interviewed included Retail Business Owners (the largest, smallest, newest and those about to move), Meeting Planners, Real Estate Developers and Brokers, Residents (property owners and renters, parents, single people, young, old), Public Safety (police commanders and officers), Faith Leaders (large parishes, small congregations – both clergy and lay leaders), Social Services/ Healthcare, Government Officials (Aldermen, City Clerk, City Treasurer), Community Activists and Educators.

Because Batavia has announced plans to invest significantly in development and redevelopment of the downtown central business district, we will pay particular attention to the impact of those plans on perceptions of each audience.

Additionally, if the city or any of the other business or community partners has recently conducted research on perceptions of Batavia – particularly from visitors or other audiences outside the city – we will fold those results in to our Phase I process.

Step 3: Community Profile Report

sparc, inc. will develop and present the results of both quantitative and qualitative research on the city's current image and positioning. The findings included in the report will do two things: they will provide direction for brand development, both visual and verbal, and they will become a guidepost as the community brand matures and new initiatives are undertaken – after the branding team has completed its work and the Batavia team is at the wheel.

Note: Because the city's current logo is a topic of intense interest and divided opinion, special attention will be paid to it – both in qualitative and quantitative research as well as in the Brand Assessment Report.

PHASE 1 INSIGHT: EXPECT SURPRISES

Every community works hard to keep its collective ear to the ground. What are residents in need of? What's our best draw for new businesses and new visitors? What's getting in our way? What's our biggest selling point? But in virtually every community branding effort we find there is at least a handful of surprises uncovered by the research – a big idea no one saw coming.

Example: "Make this about our whole neighborhood" was a message that surfaced during stakeholder research for the Northalsted Business Alliance, the business development group of Boystown. Our solution – stay true to a community identity rooted in Pride, but build on it. That's how we came to the tag line: Chicago's Proudest Neighborhood.

development PHASE 2

sparc, inc collaborative members responsible: Richard Cassis, Mary Ann Rood and Daniel Grove

As you can see from the definition of branding above, we take a holistic approach to branding. So, we recommend beginning with the Brand Architecture including:

- The Batavia Brand Vision
- Brand Promise to External and Internal Audiences
- Positioning in the Marketplace
- Key Brand Messages, along with proof points, e.g. support for or reasons to believe each message.

With approval of the Brand Architecture, we move on to verbal branding, including tag line and key messages by audience, color palette and typography.

Then, with Batavia decision makers' approval of the visual and verbal brand and the Brand Architecture, sparc, inc. will develop the brand visual system within a brief brand guide document including type and color usage, graphic elements and the photographic style. The brand system will include applications across recommended media, e.g. print, outdoor, online, signage, apparel, promotions, streetscapes.

Note: If research reveals that the preference is to retain the city's current logo, the Development Phase will include other options for signaling change in programs to promote Batavia's image and reputation.

BRAND ARCHITECTURE SM

Your Organization's Vision

The Brand Promise to External Audiences

The Brand Promise to Internal Audiences

Positioning in Marketplace / Points of Differentiation

Brand Personality

Key Message 1	Key Message 2	Key Message 3	Key Message 4	Key Message 5
Proof Point(s)	Proof Point(s)	Proof Point(s)	Proof Point(s)	Proof Point(s)

PHASE 2 INSIGHT: EXPECT TO GET INVOLVED

In our experience, there are hidden gems of talent among community leaders and doers – particularly the ones who get bitten by the branding bug. And in virtually every client project, we have developed a working partnership that truly benefits the community, even long after we've packed up the projector and gone home.

Example: Branding for St. Cloud, Minnesota is all over town: the latest in street sign technology – digital banners – and wayfinding signage displaying the St. Cloud Greater > logo. As the branding initiative wound down, the on-the-ground team in St. Cloud made it their business to develop every computer skill needed to take over and keep the brand growing into new forms. So when the call to sparc, inc. came early in August this year saying, "Hey Richard, we're building a brand spanking new 1.5 million gallon water tower. We think this is a great showcase for the brand," it was no surprise. They – and we – are living the brand in St. Cloud.

execution PHASE 3

sparc, inc collaborative members responsible: Richard Cassis, Mary Ann Rood and Daniel Grove

With the Batavia visual and verbal brand approved, and along with the ideas and concepts surfaced in the Research and Planning Phase, we will develop and present the marketing plan including strategy and tactics. The implementation matrix for each strategy and tactic will not only address visibility of the new or refreshed brand, but will demonstrate which issue surfaced in research is addressed.

In many communities with which we have worked there is early discussion about a starting place for execution and marketing the new or refreshed brand: light pole banners, signage, bike racks, events, digital marketing and out-of-town tactics. It is entirely likely that our recommended execution plan will include all or some of these tactics. It is even more likely that research and brand architecture will add to or subtract from that list. And the ones included in the plan may play more than one role:

Example: We discovered that a street dotted with branded trash bins delivered two-fisted power to one community's brand marketing plan. Not only were they a tactic to raise awareness of the brand, but they tackled a hurdle for neighborhood pride that surfaced in research: litter.

PHASE 3 INSIGHT: EXPECT THE UNEXPECTED FROM YOUR AUDIENCES
– the ones in the marketing plan and the ones who respond beyond expectations.

Example: Branding for the Peoria Riverfront Museum became more than simply joining five museums – each with a unique collection, mission and audience – into a cohesive brand under one architecturally stunning roof. It became the centerpiece for the revitalization of downtown. Then came a complicating factor: recession. Branding had a bigger role to play. After engaging the public in a vote on the museum's name, everyone got involved in branding. The whole town was energized and joined in the "Build the Block" campaign to finish funding the museum and the core of Downtown Peoria.

City of Batavia
Project Advisory Committee
External Stakeholders
Civic leaders
Property owners
Business owners
Tourism and Recreation Entities
Community residents
sparc, inc.
WINNETKA IL
TEAM LEAD
Community Engagement
Placemaking
Branding
Visual Identity
Voice
Strategic Planning
Implementation
Short Research
OAK BROOK IL
Quantitative Research
Strategic Planning
Daniel Grove
LISLE IL
Research
Community Engagement
Placemaking
Voice
Strategic Planning
The M.A. RoodCompany
CHICAGO IL
Community Engagement
Qualitative Research
Branding
Voice
Strategic Planning

The sparc, inc. Team has been carefully assembled to bring a wide range of knowledge and expertise to assist the City of Batavia in developing a comprehensive Brand & Identity.

our team

RICHARD CASSIS Strategist and Creative Director AIGA SEGD

Richard is the principal and creative director of sparc, inc. and has nearly 30 years of award-winning branding and visual design experience. He has been recognized nationally and internationally for his effective design work ranging from branded environments and identities for boutiques, retail and foodservice to branding, identity, community work, kiosks, wayfinding and signage system work for municipalities, coalitions and non-profit organizations.

Primary Contact: Richard Cassis rcassis@sparcinc.com mobile 773-320-0395

MARY ANN ROOD Strategist and Writer

Mary Ann Rood has a background that integrates each of the essential disciplines of marketing: Branding, advertising, public relations, direct marketing, corporate communications, employee communications, consumer affairs, cause-related marketing, crisis communications, community and public affairs. She provides clients with communications strategy, positioning, program development and the execution required to make each of these the tools a measurable success.

Her branding experience includes a wide variety of communities, institutions, companies and organizations through brand development, re-branding and brand enhancement as well as naming. She is a frequent lecturer and instructor on branding and crisis communications.

JACKIE SHORT Marketing Researcher

Jacqueline Short is a market research professional with 25 years' experience in the field. Following positions as Director of Market Research at Ameritech and First Chicago, she established a market research consulting practice to provide individualized market research service consulting from the point of problem identification through final presentation of results.

Jackie has a strong background in both qualitative and quantitative research, with experience in brand image development, customer satisfaction, employee surveys, advertising message development and copy testing. She has in-depth experience with use of computer-aided multi-variant analysis including factor analysis, conjoint analysis and cluster analysis, and was one of the pioneers of the use of web-based survey methodologies.

DANIEL GROVE Strategist and Placemaking Consultant PLA LEED AP

Daniel has 18 years of landscape architecture and planning experience and has worked on a variety of projects centered on placemaking, identity and wayfinding, and downtown master plans. His experience with such a diverse range of projects has helped inform and enrich his approach, taking the knowledge gained from previous undertakings and applying them to new contexts. Additionally, Daniel's organizational skills help him balance design goals with stake-holder expectations, quality control and funding.

qualifications

Our creative ideas, solutions, strategies and designs are the product of our deep, wide and varied experience. A pivotal component of our collective experience is the partnership we have formed with our clients – we view it as our most valued credential.

RICHARD CASSIS Strategist and Creative Director AIGA SEGD

Richard is the principal and creative director of sparc, inc. and has nearly 30 years of award-winning branding and visual design experience. He has been recognized nationally and internationally for his effective design work ranging from branded environments and identities for boutiques, retail and foodservice to community work, kiosks, wayfinding and signage system work with municipalities, coalitions and non-profit organizations.

Recently Richard has completed a comprehensive placemaking brand strategy and campaign for the City of St. Cloud, Minnesota. He continues to work with the City to manifest the brand through various avenues – including street banners, brand spirit wear, a solar powered and kinetic informational kiosk for the St. Cloud Hydroelectric Facility and, currently, a 1.5 million gallon water tank being built along the Interstate Highway.

Richard holds a Bachelor of Fine Arts degree from the University of Michigan (Magna Cum Laude).

Community Placemaking and Branding
Millennium Reserve (Calumet Region), Illinois and Indiana
The City of St. Cloud, Minnesota
Northalsted Business Alliance, Chicago, Illinois
The Village of Mount Prospect, Illinois
The Town of Justice, Illinois

Corporate and Organization Branding & Communications
The Lakota Group
DIFFA Chicago
Center on Halsted
Boston Children's Museum
Detroit Symphony Orchestra
Wisconsin Historical Society
University Park at Johns Hopkins, Baltimore
Illinois Science + Technology Park, Skokie, Illinois
The Joffrey Ballet
Hubbard Street Dance Company
Herman Miller

Retail, Foodservice and Entertainment Branding
KOVET Boutique, Northbrook, Illinois
Mingle Juice Bar, Glenview, Illinois
'scilla Boutique, Winnetka, Illinois
The Winnetka Wine Shop, Winnetka, Illinois
The Argus BarGrille, Madison, Wisconsin

Honors
DIFFA Chicago Unsung Hero 2009
People to Watch 2009 Graphic Design USA Magazine

Awards, Publications and Collections
Graphic Design USA Packaging Award 2016
American Society of Landscape Architects
Placemaking Merit Award 2015
Logo Trend Report (logolounge.com) 2010, 2011, 2012
Logos published in various books 1991 - 2012
Newberry Library Permanent Collection
Society of Typographic Arts Chicago Design Archive
Awards garnered from various design publications

Professional Memberships
American Institute of Graphic Arts Sustaining Member
Society for Experiential Graphic Design Member

Service
DIFFA Chicago, Director, Board of Directors 2008 - Present
DIFFA Chicago, Secretary, Executive Committee 2013 - Present
Winnetka Parks Foundation, Director, Board of Directors

qualifications

MARY ANN ROOD Strategist and Writer

Mary Ann Rood has a background that integrates each of the essential disciplines of marketing: Branding, advertising, public relations, direct marketing, corporate communications, employee communications, consumer affairs, cause-related marketing, crisis communications, community and public affairs. She provides clients with communications strategy, positioning, program development and the execution required to make each of these the tools a measurable success.

Her branding experience includes a wide variety of communities, institutions, companies and organizations through brand development, re-branding and brand enhancement as well as naming. She is a frequent lecturer and instructor on branding and crisis communications.

Past Clients include:

City of Chicago and Mayor Rahm Emanuel/ Civic Consulting Alliance
Northalsted Business Alliance
Center on Halsted
Governors State University
DIFFA Chicago
Peoria Riverfront Museum
Purina Animal Nutrition Visitors Center, Gray Summit, Missouri
Dare County (North Carolina) Regional Resource Center and Hospice
Association House of Chicago
Center for Development and Population Activities (CEDPA)
University Park at Johns Hopkins, Baltimore
Illinois Science + Technology Park, Skokie, Illinois
University of Massachusetts
Drake University

She has also worked in advertising and public relations agencies as a creative director and managing director, and in the corporate setting as Director of Communications and Public Affairs at Ocean Spray Cranberries Inc. Mary Ann holds a BS from Iowa State University. Her continuing education includes certificates from the MIT/Harvard Joint Project on Dispute Resolution – "Dealing with An Angry Publics" and the University of Southern California Center for Crisis Management.

JACKIE SHORT Marketing Researcher

Jacqueline Short is a market research professional with 25 years' experience in the field. Following positions as Director of Market Research at Ameritech and First Chicago, she established a market research consulting practice to provide individualized market research service consulting from the point of problem identification through final presentation of results.

Jackie has a strong background in both qualitative and quantitative research, with experience in brand image development, customer satisfaction, employee surveys, advertising message development and copy testing. She has in-depth experience with use of computer-aided multi-variant analysis including factor analysis, conjoint analysis and cluster analysis, and was one of the pioneers of the use of web-based survey methodologies.

Her background includes work for clients including:

Northalsted Business Alliance
Jo Daviess County, Illinois
State of Illinois – Department of Developmental Disabilities
State University of New York
Parkways Foundation (non-profit arm of The Chicago Park District)
Peoria Riverfront Museum
Chicago Commons
Chicago Community Trust
Center for Development and Population Activities (CEDPA)
Chicago Symphony Orchestra
Museum of Science and Industry
The Morton Arboretum
Alexian Brothers Housing and Health Services Chicago
University of Chicago Center for Continuing Studies

qualifications

DANIEL GROVE Kimley-Horn and Associates – Strategist and Placemaking Consultant PLA LEED AP

Daniel has 18 years of landscape architecture and planning experience and has worked on a variety of projects centered on placemaking, identity and wayfinding, and downtown master plans. His experience with such a diverse range of projects has helped inform and enrich his approach, taking the knowledge gained from previous undertakings and applying them to new contexts. Additionally, Daniel's organizational skills help him balance design goals with stakeholder expectations, quality control and funding.

Daniel completed the following projects prior to joining Kimley-Horn:

Placemaking Plan and Design Manual, St. Cloud, MN
Project Manager. Daniel led the planning team for the City of St. Cloud in developing a guide to enhancing the city's sense of place through a variety of projects that included updating the city's brand, enhancing the connections to the Mississippi River, and creating better outdoor spaces within their downtown. The team developed a new brand "St. Cloud: Greater" that the city embraced and used to update their logo and marketing materials. Daniel put together a five-minute video to describe the "Greater" concept, which was used at numerous open houses and meetings.

Wayfinding and Signage Program, Ferndale, MI
Project Manager. Daniel led the design team for the City of Ferndale in developing a comprehensive wayfinding and identity signage family for the city and implementing a first phase of signs within the downtown. The process focused significantly on the cultural heritage of the downtown area and included "Ferndale Fun Facts" and other interpretive signage related to key locations. Daniel worked with the team in conducting historic research to develop the preferred design theme which drew its inspiration from the marquee of the Radio City Theater that had been located in the downtown.

Village Center Wayfinding and Signage, Grayslake, IL
Senior Designer. Daniel assisted the Village of Grayslake in developing concepts for identity and wayfinding signs for the historic Village Center. The preferred concepts integrated elements from historic buildings in the area. Daniel provided assistance in design, preparing cost estimates, and construction administration during the fabrication and installation portion of the project.

Directional Wayfinding Signs, Lemont, IL
Project Manager. Daniel led the design of wayfinding directional signs for the Argonne National Laboratory campus. The designs were needed to guide visitors through the campus to key locations and to the campus gates to leave. The signs are the first step in establishing campus "neighborhoods" by introducing color coding of different areas on the site. Daniel worked closely with Argonne staff to ensure the designs met their brand and messaging standards and develop creative solutions to fabrication and installation that allowed the project to be completed within an aggressive time frame.

Professional Credentials
Bachelor of Science, Landscape Architecture, University of Wisconsin, Madison, 1998
Project Management Seminar, PSMJ Resources, Inc., 2006
LEED AP
Professional Landscape Architect in Illinois

Professional Affiliations
American Society of Landscape Architects
Lambda Alpha International

references

Cathy Mehelich
Economic Development Director
City of St. Cloud, Minnesota USA
400 2nd Street South
St. Cloud, Minnesota 56301
Cathy.Mehelich@ci.stcloud.mn.us
320.650.3111

SERVICES PROVIDED
Community Engagement
Quantitative & Qualitative Research
Placemaking
Branding, Visual and Verbal Identity
Strategic Planning
Brand Implementation

Sarah Coulter
Millennium Reserve Program Manager
c/o The Chicago Community Trust
225 N. Michigan Avenue, Suite 200
Chicago, Illinois 60601
scoulter@millenniumreserve.org
312.565.4167

SERVICES PROVIDED
Community Engagement
Project Research
Wayfinding and Interpretive Signage Design
Branding, Visual and Verbal Identity
Strategic Planning

Mark Zipperer
Owner
ReMax EDGE
Former Board Member
Northalsted Business Alliance
3843 North Broadway Street
Chicago, Illinois 60613
mzipperer@remax.net
773.435.1601

SERVICES PROVIDED
Quantitative & Qualitative Research
Branding, Visual and Verbal Identity
Strategic Planning
Brand Implementation

Pat Barton
Former Board Member
Peoria Riverfront Museum
patbarton7620@gmail.com
309.648.5489

SERVICES PROVIDED
Community Engagement
Quantitative & Qualitative Research
Branding, Visual and Verbal Identity
Strategic Planning

Modesto Tico Valle
Chief Executive Officer
Center on Halsted
3656 North Halsted Street
Chicago, Illinois 60613
mvalle@centeronhalsted.org
773.472.6469

SERVICES PROVIDED
Community Engagement
Quantitative & Qualitative Research
Branding, Visual and Verbal Identity
Brand Implementation

Christopher Clinton Conway
Founder & Principal
Philanthropic Counsel, LLC
Former Joffrey Ballet Executive Director
1225 South Crescent Heights Blvd.
Los Angeles, California 90035
ccc@christopherclintonconway.com
310.562.7912

SERVICES PROVIDED
Branding, Visual and Verbal Identity
Brand Implementation

project timeline

KICKOFF PRE-PHASE 1 **2 hours**

To begin the branding process, engage key decision makers and influencers, and gather input that will form the foundation of the online research.

RESEARCH & PLANNING PHASE 1 **8-10 weeks** **Research Completion**
2 weeks **Preparation of Brand Assessment Report**

An online survey, with a goal of at least 200 respondents, will provide an understanding of current perceptions of Batavia among residents, visitors, business owners, faith leaders, police and fire, social service providers and meeting planners. Other audiences may be included as a result of input during the Branding Kickoff.

Stakeholder interviews will expand understanding of opportunities and hurdles raised in the online survey. Depending on input provided in the Branding Kickoff, interviews will be conducted with Retail Business Owners, Real Estate Developers and Brokers, Residents, Public Safety Faith Leaders, Elected Government Officials, Community Activists and Educators.

A Brand Assessment Report will deliver results and recommendations from the research.

DEVELOPMENT PHASE 2 **4-6 weeks**

During the development phase we will build the Brand Architecture. Then, with approval of all the elements of the Architecture we will develop the visual brand, including the Batavia color palette and tag line as well as the brand visual system of typography and photographic styles.

EXECUTION PHASE 3 **3-5 weeks** *(beginning steps may run concurrently with Phase 2)*

Once the groundwork of the Development Phase is laid, we will develop a marketing strategy and plan in a Final Written Report that includes all recommended tactics and communications channels. Depending on the results of research and the approved brand architecture, the strategy and plan will include Batavia "stars" – those places and attributes most likely to create active and positive response from the audiences – along with tactics to address any hurdles uncovered in Phase I research.

MONTHLY REPORTS PHASE 1,2,3 **6 months** *(based on our projected timeline)*
(add approximately 1 month for Logo Redesign, see below)

Alternate Services:
LOGO REDESIGN PHASE 2,3 **5-7 weeks** *(See Monthly Reports above)*

If indicated by research the logo redesign timeline will likely also include multiple meetings.

projected budget

It has been our experience in branding or rebranding a community that it's common to encounter the unexpected – both hurdles and opportunities. We want our clients to be prepared for these inevitabilities and have the ability to be nimble in addressing them. For that reason we look for opportunities to save costs in every phase of the project. In order to realize savings it is our practice to work with sources and suppliers trusted by our clients – particularly those whose principal or satellite operations are in our client's community. We recognize that long-standing relationships with these suppliers may lend themselves to more favorable pricing and allow our clients to stretch their marketing dollars further. That said, we also look to suppliers with whom we have similar relationships to provide the most cost effective solutions possible. The net effect is good stewardship of the budget.

KICKOFF PRE-PHASE 1 **$1,000**

Ideation session in the branding kickoff meeting to gather all the background information that will provide key attributes for the survey

RESEARCH & PLANNING PHASE 1 **$12,000***

Survey creation and editing
Survey programming
Survey launch and monitoring
Survey analysis and report preparation
+/- 15 one-on-one or one-on-a-few interviews
Interview analysis and report preparation
Presentation of Community Profile Report

DEVELOPMENT PHASE 2 **$7,500** **Brand Architecture, tag line, brand voice and style**
$7,500 **Brand elements, system and guide**

During the design phase we will build the Brand Architecture. Then, with approval of all the elements of the Architecture we will develop the visual brand, including the color palette and tag line as well as the brand visual system of typography and photographic styles.

EXECUTION PHASE 3 **$8,000**

We will develop a marketing strategy and plan that includes all recommended tactics and communications channels, along with an implementation matrix.

6 MONTHLY REPORTS PHASE 1,2,3 **$1,800**

We will develop a marketing strategy and plan that includes all recommended tactics and communications channels.

TOTAL FEE **$37,800**
RELATED EXPENSES ** **$1,000**

* Assumes use of email lists for online survey provided by the City of Batavia. ** Supplies, meeting materials, deliveries, parking, etc.

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Alternate Services:
LOGO REDESIGN PHASE 2,3 **$8,500**
1 ADDED MONTHLY REPORT **$300**

Based on quantitative and qualitative research findings that recommend a logo redesign, we will develop a logo that supports the Batavia refreshed brand with one additional monthly report of this work.

TOTAL FEE including Logo Redesign **$47,600** *(includes $1,000 in related expenses)*

Terms and conditions

This proposal is based on electronic delivery of all concepts and layouts. All logo and/or logotype art will be available in digital format for client use in print and website applications. All presentations will be executed electronically via pdf files unless otherwise requested. Paper/material samples will be provided for approval. This proposal includes essential meetings, sketches, layouts and 2 rounds of revisions. Any revisions over 2 rounds will be $200.00 per hour. Figures above do not include actual assembly of pieces, packing material, postal containers, addressing, postage or mailing. The printing costs do not include tax or shipping and may change depending on actual artwork and layout.

sparc, inc. retains the rights to use all concepts, designs, layouts and art for self-promotion. sparc, inc. will include discrete concept, design and writing credit information on appropriate collateral. This proposal is for the purchase of one creative approach (concept) to be selected by you, the client and executed by sparc,inc. All other ideas, concepts or designs described or exhibited remain the property of sparc, inc. All materials used in the execution of this project – including artwork and computer-generated files, instructions and formats – remain the property of sparc, inc. Said materials may be copied and used only upon written permission. A kill or cancellation fee will apply if client wishes to terminate this agreement. Any legal fees necessary to seek such fee or any other funds will apply.

1/2 of fees due upon signing agreement and will be applied against the overall job estimate.

thx!

very much

Richard Cassis
rcassis@sparcinc.com
773-320-3095

CITY OF BATAVIA

DATE: December 28, 2016
TO: Committee of the Whole
FROM: Scott Buening, Community Development Director
SUBJECT: Ordinance 17-02: Proposing the Establishment of Special Service Area Number 61 for the One Washington Place Development (NWC N. Washington Avenue and E. Wilson Street)

1. **Summary:** Should the City approve of Ordinance 17-02 Proposing the Establishment of Special Service Area Number 61 for the One Washington Place Development at the Northwest Corner of N. Washington Avenue and E. Wilson Street.

2. **Background:** The City Council approved of a Redevelopment agreement on September 6, 2016 for a proposed mixed use project for most of the block surrounded by Washington Avenue, Wilson Street, River Street and State Street. As part of this agreement, the City needs to establish a back up Special Service Area (SSA) that encompasses the development project. This SSA would be dormant, and would only be activated in the event Tax Increment Financing (TIF) property taxes for the redevelopment project are insufficient to pay for the payment of redevelopment bonds or required insurance premiums for the project. The SSA would be terminated once all the bonds for the project have been paid off.

   The City does or will own all of the properties within the proposed SSA at the time the Council approves of this Ordinance. The Ordinance establishes a maximum levy of $10.00 per $100 for payment of bond repayment costs and/or premium costs for many insurance policy ror bonding required if the owner fails to maintain them.

   Attached is Ordinance 17-02 that would set a Public Hearing date of March 20, 2017 in front of the City Council. If no valid objection petition is received (which is unlikely since the City will own all the property within the SSA), the SSA would be established by that date, with a deadline to petition against and record of May 19, 2017. It should be noted that this is proposed as a "dormant" SSA with a zero ($0.00) levy at this time. If in the future a levy is needed, it will require a new Public Hearing and approval by the City Council.

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

   - Approve of Ordinance 17-02 to Proposed SSA 61 with a dormant levy
   - Deny approval of Ordinance 17-02 and do not establish SSA 61

   - **Pros** Establishing the SSA would give the City the ability to pay off the redevelopment bonds in the event that tax increment revenues are inadequate make the required bond payments. The SSA would only pay for these bonds (or insurance if not maintained by the building owner) and would be dissolved after the bonds are paid off.
   - **Cons** The SSA would potentially make units more expensive to rent if increment is insufficient to pay off the bond payments.

- **Budget Impact** The costs of establishing the SSA are being paid for by TIF revenues, and any implementation costs for a SSA levy would be assessed through the SSA, if necessary.
- **Staffing Impact** There will be no staffing needs for the SSA other than existing staff.

4. **Timeline for actions:** If the Ordinance is passed to start the SSA process, we would follow the attached timeline. The public hearing would be on March 20, 2017 with approval of the Establishing Ordinance that same evening. The deadline for submittal of objection petitions and recording the Ordinance would be May 19, 2017.

Staff recommendation: Staff recommends approval of Ordinance 17-02 Proposing the Establishment of Special Service Area Number 61 for the One Washington Place Development at the Northwest Corner of N. Washington Avenue and E. Wilson Street subject to a $0.00 levy and setting a Public Hearing date of March 20, 2017 at 7:35 PM.

Attachments:

1. Ordinance 17-02 Proposing SSA 61.
2. SSA 61 Map.
3. SSA timeline.

CITY OF BATAVIA, ILLINOIS

ORDINANCE 17-02

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 61 IN THE CITY OF BATAVIA AND PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN CONJUNCTION WITH THE ONE WASHINGTON PLACE DEVELOPMENT

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF BATAVIA
THIS ___ DAY OF ____, 2017

Published in pamphlet form
by authority of the Mayor
and City Council of the
City of Batavia,
Kane County, Illinois, this
___ day of _____, 2017

ORDINANCE 17-02

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 61 IN THE CITY OF BATAVIA AND PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN CONJUNCTION WITH THE ONE WASHINGTON PLACE DEVELOPMENT

WHEREAS, the City of Batavia is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution, 1970, and as such may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax; and

WHEREAS, Sections 200/27-5, et seq. of Chapter 35 of the Illinois Compiled Statutes set forth procedures by which Special Service Areas may be established and taxes levied; and

WHEREAS, this ordinance is to propose the establishment of Special Service Area Number 61 providing a tax associated with the provision of special services to the area be levied; and

WHEREAS, the establishment of Special Service Area Number 61 and the levy of a special tax against the real estate within the Special Service Area pertains to the government and affairs of the City of Batavia; and is located in the One Washington Place Development; and

WHEREAS, Special Service Area Number 61 is currently legally described as follows, within the City of Batavia, (hereinafter the "Property"):

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 PERPENDICULAR 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, EXCEPTING THEREFROM ALL THAT PART LOCATED SOUTHERLY OF THE SOUTH LINE OF WILSON STREET, ALL IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS; and

WHEREAS, it is in the best interests of the City of Batavia that Special Service Area Number 61 be established.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Batavia, Illinois pursuant to its home rule powers as follows:

SECTION 1 - Authority to Establish Special Service Area: The City of Batavia is authorized to establish Special Service Area Number 61 pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and further pursuant to the provisions of the Illinois Special Service Area Tax Law (Illinois Compiled Statutes, Chapter 35, Paragraph 200/27-5, et seq.).

SECTION 2 - Findings: The City of Batavia Finds as follows:

A. It is in the public interest that the creation of Special Service Area Number 61 as described in this Ordinance for the purposes set forth in this Ordinance be considered.

B. Special Service Area Number 61 is located in the northeast quadrant of the City, North of E. Wilson Street and west of N. Washington Avenue. Special Service Area Number 61 covers approximately 4.07 acres. The permanent tax index numbers of the proposed Special Service Area Number 61 are 12-22-276-009, 12-22-276-010, 12-22-276-011, 12-22-276-012, 12-22-276-013, 12-22-276-014, 12-22-276-022 and 12-22-276-023.

C. That the area of the special service area is so situated that it will receive specific and unique benefit to the owners of property within, namely to pay the difference between the tax increment generated from the Project described in that certain redevelopment agreement identified as the 1 North Washington Avenue Redevelopment Agreement, dated as of September 7, 2016, by and between the City of Batavia and 1 N. Washington, L.L.C. (hereinafter the "RDA") and the bond payments when those payments are due for the bonds issued to defray the costs of the Public Improvements described in the RDA, including any shortfall created by payments due the school district as required by law, and to fund any premiums necessary to maintain insurance or bonding of the Private Improvements as described in RDA if the developer or condominium association fails to maintain the insurance or bonding. The Special Service Area is to act as a back-up in the event that these payments are not made.

SECTION 3 - Public Hearing: Tax Rate: A public hearing shall be conducted on the 20th day of March, 2017, at 7:35 pm in the City Council Chambers of the City of Batavia, 100 North Island Avenue, Batavia, Illinois, to consider the establishment of Special Service Area Number 61 of the City of Batavia, Illinois, in the territory described in the Notice set forth in Section 4 of this Ordinance. At the hearing, there shall be considered the levy of an annual tax of not to exceed an annual rate of ten ($10.00) per $100 of assessed valuation, as equalized, of the property in the Special Service Area. The initial proposed levy shall be an annual rate of zero

dollars ($0.00) per $100 of assessed valuation, as equalized, of the property in the Special Service Area. The Special Service Area taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5 et. Seq.).

SECTION 4 - Notice of Hearing: A notice of hearing shall be published at least once, not less than fifteen (15) days prior to the public hearing in the Daily Herald newspaper. Additionally, notice shall be provided by United States mail, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Special Service Area Number 61. The notice shall be mailed not less than ten (10) days prior to the date set for the public hearing. In the event taxes for the last preceding year were not paid, notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

The Notice shall be in substantial conformance with the following form:

NOTICE OF HEARING - CITY OF BATAVIA
SPECIAL SERVICE AREA NUMBER 61

NOTICE is given that on the 20th day of March, 2017 at 7:35 p.m. in the City Council Chambers of the Batavia City Hall, 100 North Island Avenue, Batavia, Illinois, a Public Hearing will be held by the City Council to consider the establishment of a Special Service Area (SSA 61) consisting of certain portions of the City of Batavia, Kane County, Illinois.

The area is generally located in the northeast quadrant of the City, North of E. Wilson Street and west of N. Washington Avenue

The property is legally described 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 PERPENDICULAR 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, EXCEPTING THEREFROM ALL THAT PART LOCATED SOUTHERLY OF THE SOUTH LINE OF WILSON STREET, ALL IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

The permanent tax index numbers of the proposed Special Service Area Number 61 are 12-22-276-009, 12-22-276-010, 12-22-276-011, 12-22-276-012, 12-22-276-013, 12-22-276-014, 12-22-276-022 and 12-22-276-023.

All interested parties will be given an opportunity to be heard regarding the formation of, and the boundaries of, proposed SSA 61 and may object to the formation of the area and the levy of taxes affecting the area.

The purpose of the formation of the SSA 61 in general is to provide special municipal services to the area including payment of the difference between the tax increment generated from the Project described in that certain redevelopment agreement identified as the 1 North Washington Avenue Redevelopment Agreement, dated as of September 7, 2016, by and between the City of Batavia and 1 N. Washington, L.L.C. (hereinafter the "RDA") and the bond payments when those payments are due for the bonds issued to defray the costs of the Public Improvements described in the RDA, including any shortfall created by payments due the school district as required by law, and the funding of any premiums necessary to maintain insurance or bonding of the Private Improvements as described in RDA if the developer or condominium association fails to maintain the insurance or bonding. The Special Service Area is to act as a back-up in the event that these payments are not made. There will be considered at the public hearing a special tax to be levied only if necessary against the real property included within the special service area.

The special tax levied shall not exceed a rate of ten ($10.00) per $100 of assessed valuation, as equalized, of the real property included in the special service area. The initial proposed levy shall be an annual rate of zero dollars ($0.00) per $100 of assessed valuation, as equalized, of the property in the Special Service Area.

At the hearing, all persons will be given an opportunity to be heard. The hearing may be adjourned by the City Council to another date without further notice other than a motion to be entered upon the minutes affixing the date and place of its adjournment.

If a petition signed by at least 51% of the electors (registered voters) residing within the proposed Special Service Area Number 61 **and** a petition by at least 51% of the owners of record of the land included within the boundaries of the proposed Special Service Area Number 61 are filed with the City Clerk no later than sixty (60) days following the final adjournment of the Public Hearing, which petitions object to the formation of the SSA, the levy or imposition of a tax or the provision of the special services to the area, no such district may be created or tax may be imposed.

Dated this ___ day of _____, 2017

_____

Scott Buening
Community Development Director

SECTION 5 - Effective Date: This ordinance shall become effective from and after its passage, approval and publication in pamphlet form in the manner prescribed by law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this _____ day of _____, 2017.

_____

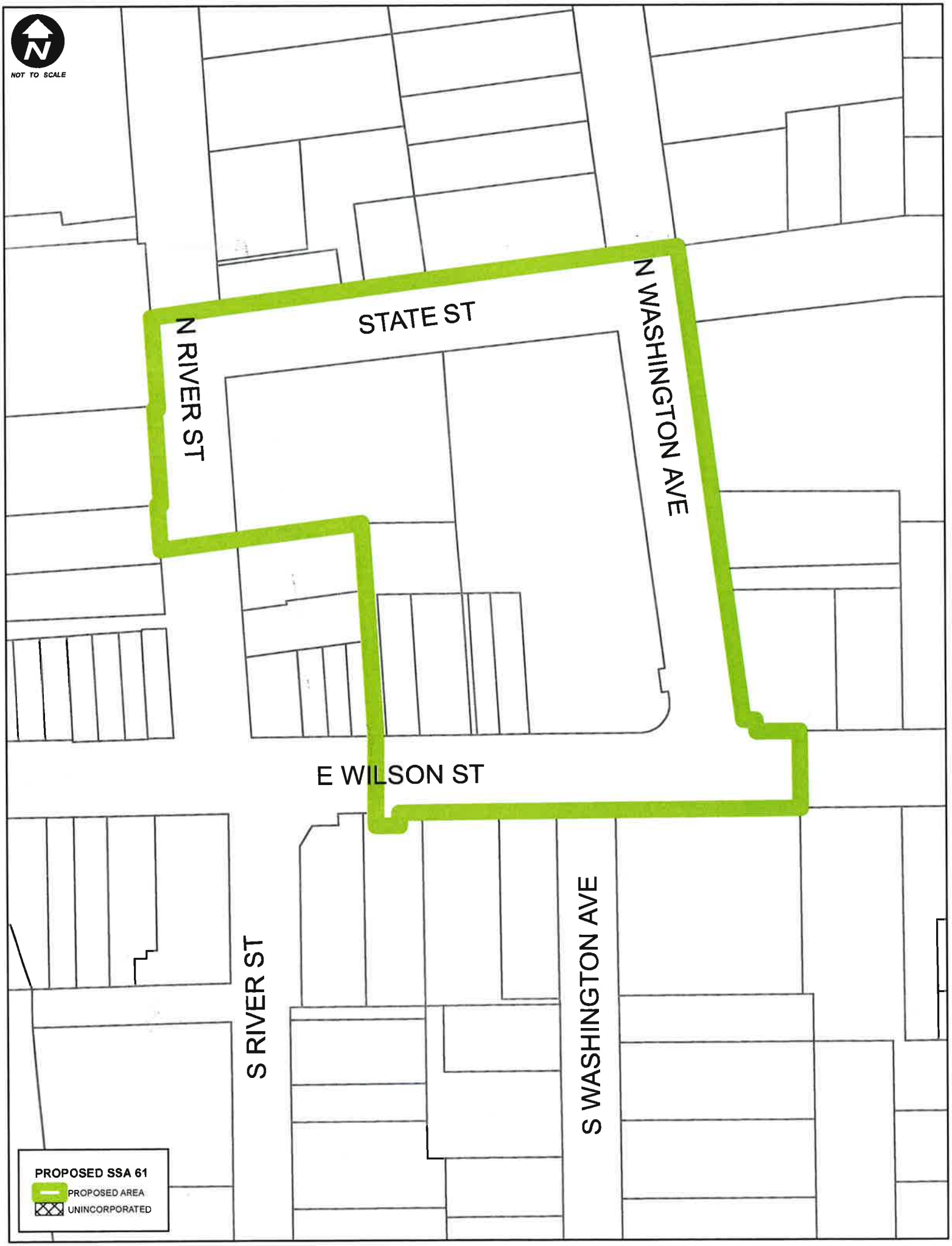
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	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


NOT TO SCALE
STATE ST
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S RIVER ST
S WASHINGTON AVE
PROPOSED SSA 61
PROPOSED AREA
UNINCORPORATED

SSA 61 (1 Washington Place) Schedule-(11/29/2016)

January 10, 2017 (Tue)	COW Meeting to Discuss proposal
January 17 (Tue)	CC Ordinance Proposing SSA 61, establish PH date of March 20, 2017 (60 days after Proposing Ordinance)
February 28 (Tues)	Notice to newspaper advertising Public Hearing (3 days prior to publish date)
March 3 (Fri)	Notice Published for Public Hearing (15 days prior to PH not including Sat or Sun publish)
March 9 (Thurs)	Deadline to mail letters to property owners (10 days prior to PH)
March 14 (Tue)	COW to discuss Establishing Ordinance
March 18 (Sat)	Lapse of minimum of 60 days from Proposing Ordinance to Public Hearing
March 20 (Mon)	CC Public Hearing (assuming no continuance), CC to Pass Establishing Ordinance
May 19 (Friday)	Deadline to submit petitions objecting to SSA (60 days after PH close)
May 19 (Friday)	Final Deadline to Record Ordinance (for 2017 levy) (within 60 days of passing establishing ordinance)

CITY OF BATAVIA, ILLINOIS
ORDINANCE 17-06

AN ORDINANCE AMENDING ORDINANCE 89-80 ELIMINATING PROPERTY FROM THE RIVERFRONT REDEVELOPMENT AREA TAX INCREMENT FINANCING DISTRICT (TIF #1)

ADOPTED BY THE
MAYOR AND CITY COUNCIL
17TH DAY OF JANUARY, 2017

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 17th day of January, 2017

Prepared by:

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

ORDINANCE NO. 17-06
AN ORDINANCE AMENDING ORDINANCE 89-80 ELIMINATING PROPERTY FROM THE RIVERFRONT REDEVELOPMENT AREA TAX INCREMENT FINANCING DISTRICT (TIF #1)

WHEREAS, the City Council adopted the following three (3) ordinances on December 4, 1989 (hereinafter the "TIF 1 Ordinances"):

Ordinance No. 89-80, being an Ordinance approving the Riverfront tax increment redevelopment plan and Riverfront redevelopment project area;

Ordinance No. 89-81, being an Ordinance designating the Riverfront tax increment project area; and

Ordinance No. 89-82, being an Ordinance adopting tax increment financing for Riverfront redevelopment area; and

WHEREAS, the three (3) Ordinances establish the Riverfront TIF District #1; and

WHEREAS, the Riverfront TIF District #1 was extended pursuant to the authority of Subsection (c)(2) of Section 11-74.4-3.5 of the Tax Increment Allocation and Redevelopment Act (ILCS 65/11-74.4-3.5(c)(2)); and

WHEREAS, it is now desirable and in the best interest of the citizens of the City of Batavia to amend the area boundaries by removing certain property and street rights-of-way from the Riverfront Redevelopment Area Tax Increment Financing District (TIF #1) in order to establish a new TIF redevelopment project area to be identified as the Washington Street Redevelopment Project Area; and

WHEREAS, the City of Batavia also desires to amend the plan to allow for the Riverfront Redevelopment Area Tax Increment Financing District (TIF #1) to receive revenue from adjoining TIF redevelopment project areas as may be established in the future as permitted by subsection 11-74.4-4(q) of the Act; and

WHEREAS, subsection 11-74.4-5(c) of the Act provides that a redevelopment plan and redevelopment project area may be amended without further public hearing and related notices and procedures, including the reconvening of the joint review board, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, and provided further that publication be made in a newspaper of general circulation within the affected taxing districts within ten (10) days following the adoption of an Ordinance approving such changes, provided that changes do not 1) add additional parcels of property to the proposed redevelopment project area; 2) substantially affect the general land uses proposed in the redevelopment plan; 3) substantially change the

nature of the redevelopment projects; 4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than five (5%) percent after adjustment for inflation from the date the plan was adopted; 5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan; or 6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than ten (10); and

WHEREAS, the change to the Riverfront Redevelopment Area Tax Increment Financing District (TIF #1) boundary involves the removal of property, and not the addition of property or any other changes identified above, and therefore may be made without further hearing and related notices and procedures.

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: The recitals set forth above are incorporated herein as material findings of the Mayor and the City Council.

SECTION 2: The area legally described in the document attached hereto and referenced herein as Exhibit "A" is hereby removed from the Riverfront Redevelopment Area Tax Increment Financing District (TIF #1).

SECTION 3: The City Clerk is hereby directed to file a certified copy of this Ordinance with the Kane County Clerk and Kane County Recorder's Office immediately following the passage and approval of this Ordinance.

SECTION 4. The City Clerk is hereby directed, within ten (10) days from the date of passage and approval of this Ordinance, to provide a copy of this Ordinance by mail to each affected taxing district and registrant on the interested parties' registry and publish said notice in a newspaper of general circulation within the affecting tax districts.

SECTION 5. That all Ordinances and parties of Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17th day of January, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of January, 2017.

_____

Jeffery D. Schielke, Mayor

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

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

ATTEST:

_____

Christine Simkins, Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION

EXTRACTION FROM TIF #1:

THAT PART OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF STATE STREET THAT IS ON THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 7 IN BLOCK 7 OF THE ORIGINAL TOWN OF BATAVIA; THENCE SOUTHERLY, ALONG SAID NORTHERLY EXTENSION, SAID WEST LINE AND THE WEST LINE OF LOT 5 IN SAID BLOCK 7 TO A POINT THAT IS 118 FEET NORTHERLY OF THE SOUTH LINE OF SAID LOT 5; THENCE EASTERLY, PARALLEL WITH SAID SOUTH LINE, 31.0 FEET; THENCE SOUTHERLY, PARALLEL WITH SAID WEST LINE TO THE NORTH LINE OF WILSON STREET; THENCE SOUTHERLY, AT RIGHT ANGLE TO SAID NORTH 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.

CITY OF BATAVIA, ILLINOIS
ORDINANCE 17-07

AN ORDINANCE AMENDING ORDINANCE 04-09 ELIMINATING PROPERTY FROM THE DOWNTOWN REDEVELOPMENT AREA TAX INCREMENT FINANCING DISTRICT (TIF #3)

ADOPTED BY THE
MAYOR AND CITY COUNCIL
17TH DAY OF JANAURY, 2017

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 17th day of January, 2017

Prepared by:

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

ORDINANCE NO. 17-07

AN ORDINANCE AMENDING ORDINANCE 04-09 ELIMINATING PROPERTY FROM THE DOWNTOWN REDEVELOPMENT AREA TAX INCREMENT FINANCING DISTRICT (TIF #3)

WHEREAS, the City Council adopted the following three (3) Ordinances on March 15, 2004:

- Ordinance No. 04-08, being an Ordinance Approving the Downtown Tax Increment Finance District #3 Redevelopment Plan and Project;

- Ordinance No. 04-09, being an Ordinance Approving the Downtown Tax Increment Finance District #3 Redevelopment Project Area; and

- Ordinance No. 04-10, being an Ordinance Adopting Tax Increment Financing for the City of Batavia, Kane and DuPage Counties, Illinois, In Conjunction with the Designation of the Downtown Tax Increment Finance District #3.

WHEREAS, the three (3) Ordinances establish the Downtown TIF District #3; and

WHEREAS, the Downtown TIF District #3 was extended pursuant to the authority of Subsection (c)(113) of Section 11-74.4-3.5 of the tax increment allocation and redevelopment act (ILCS 65/11-74.4-811-74.4-3.5(c)(113)); and

WHEREAS, it is now desirable and in the best interest of the citizens of the City of Batavia to amend the area boundaries by removing certain property and street rights-of-way from the Downtown redevelopment area tax increment financing district (TIF #3) in order to establish a new TIF redevelopment project area to be identified as the Washington Street redevelopment project area; and

WHEREAS, the City of Batavia also desires to amend the plan to allow for the Downtown redevelopment area tax increment financing district (TIF #3) to receive revenue from adjoining TIF redevelopment project areas as may be established in the future as permitted by subsection 11-74.4-4(q) of the Act; and

WHEREAS, subsection 11-74.4-5(c) of the Act provides that a redevelopment plan and redevelopment project area may be amended without further public hearing and related notices and procedures, including the reconvening of the joint review board, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, and provided further that publication be made in a newspaper of general circulation within the affected taxing districts within ten (10) days following the adoption of an Ordinance approving such changes, provided that changes do not 1) add additional parcels of property to the proposed redevelopment project area; 2) substantially affect the general land uses proposed in the redevelopment plan; 3) substantially change the nature of the redevelopment projects; 4) increase the total estimated redevelopment project costs

set out in the redevelopment plan by more than five (5%) percent after adjustment for inflation from the date the plan was adopted; 5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan; or 6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than ten (10); and

WHEREAS, the change to the Downtown redevelopment area tax increment financing district (TIF #3) boundary involves the removal of property, and not the addition of property or any other changes identified above, and therefore may be made without further hearing and related notices and procedures.

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: The recitals set forth above are incorporated herein as material findings of the Mayor and the City Council.

SECTION 2: The area legally described in the document attached hereto and referenced herein as Exhibit "A" is hereby removed from the Downtown redevelopment area tax increment financing district (TIF #3).

SECTION 3: The City Clerk is hereby directed to file a certified copy of this Ordinance with the Kane County Clerk and Kane County Recorder's Office immediately following the passage and approval of this Ordinance.

SECTION 4. The City Clerk is hereby directed, within ten (10) days from the date of passage and approval of this Ordinance, to give passage of this Ordinance by mail to each affected taxing district and registrant on the interested parties' registry and publish said notice in a newspaper of general circulation within the affecting tax districts.

SECTION 5. That all Ordinances and parties of Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17th day of January, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of January, 2017.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	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

City of Batavia Ordinance No. 17-07

EXHIBIT A

LEGAL DESCRIPTION

EXTRACTION FROM TIF #3:

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 SOUTHERLY OF A POINT ON THE NORTH LINE OF WILSON STREET THAT IS 31 FEET EAST OF THE SOUTHWEST CORNER OF LOT 5 IN BLOCK 7 OF SAID ORIGINAL TOWN, AS MEASURED AT RIGHT ANGLE TO SAID NORTH LINE; THENCE NORTH, AT RIGHT ANGLE TO SAID NORTH LINE, TO SAID NORTH LINE; THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 5, A DISTANCE OF 118.0 FEET; THENCE WESTERLY, PARALLEL WITH SAID NORTH LINE, 31 FEET TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF LOT 7 IN SAID BLOCK 7 AND ITS NORTHERLY EXTENSION, TO THE NORTHERLY LINE OF STATE STREET; THENCE EASTERLY, ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING, ALL IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

CITY OF BATAVIA

ORDINANCE NO. 17-08

AN ORDINANCE APPROVING THE WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF BATAVIA
THIS 17TH DAY OF JANUARY, 2017

Published in pamphlet form
by authority of the Mayor
and City Council of the
City of Batavia,
Kane County, Illinois, this
17th day of January, 2017

ORDINANCE 17-08

AN ORDINANCE APPROVING THE WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT

WHEREAS, the City of Batavia, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended, hereinafter referred to as the "Act", for the proposed Washington-Wilson District Redevelopment Project Plan hereafter referred to as the "Plan", and Washington-Wilson District Redevelopment Project, hereinafter referred to as the "Project", within the municipal boundaries of the City of Batavia and within the Washington-Wilson District Redevelopment Project Area hereafter referred to as "Project Area" and described in Section 1(a) of this Ordinance, which constitutes in the aggregate more than 1-1/2 acres.

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the City Council caused a public hearing to be held relative to the Plan and Washington-Wilson District Redevelopment Project and a designation of a Project Area on November 7, 2017 in the Council Chambers, City of Batavia.

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the Act, said notice being given to taxing districts and to the State of Illinois by certified mail on September 7, 2016, by publication on October 10, 2016 and October 17, 2016, and by certified mail to taxpayers on October 19, 2016.

WHEREAS, the Plan and Project set forth the factors constituting the need for conservation in the proposed Project Area, and the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed other studies and is generally informed of the conditions in the proposed Project Area as said term "conservation" is used in the Act.

WHEREAS, the City has reviewed the conditions pertaining to lack of private investment in the proposed Project Area to determine whether private development would take place in the proposed Project Area as a whole without the adoption of the proposed Washington-Wilson District Redevelopment Project Plan.

WHEREAS, the Batavia City Council has reviewed the conditions pertaining to real property in the proposed Project Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Project Area would be substantially benefited by the proposed Project improvements.

WHEREAS, the City Council has reviewed its proposed Washington-Wilson District Redevelopment Project Plan and Project as well as the Comprehensive Plan for the development of the municipality as a whole to determine whether the proposed Plan and Project conform to the Comprehensive Plan of the City:

NOW, THEREFORE, be it hereby ordained by the City Council of the City of Batavia, Kane County, Illinois, that:

SECTION 1: The City Council of Batavia hereby makes the following findings:

a. The area constituting the proposed Washington-Wilson District Redevelopment Project Area in the City of Batavia, Illinois is described as attached on Exhibit "A".

b. There exist conditions which cause the area to be designated as a Redevelopment Project Area and classified as a "Conservation Area" as defined in Section 11-74.4-3 (b) of the Act.

c. The proposed Washington-Wilson District Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Washington-Wilson District Redevelopment Plan.

d. The Washington-Wilson District Redevelopment Project Plan and Washington-Wilson District Redevelopment Project conforms to the Comprehensive Plan for the development of Batavia as a whole.

e. The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed redevelopment project improvement are included in the proposed Washington-Wilson District Redevelopment Project Area.

f. The estimated date for final completion of the Washington-Wilson District Redevelopment Project is 23 years from the effective date of this Ordinance.

g. The estimated date for retirement of obligations incurred to finance the Washington-Wilson District Redevelopment Project costs shall be not later than 23 years from the effective date of this Ordinance.

SECTION 2: The Washington-Wilson District Redevelopment Plan and Redevelopment Project which were the subject matter of the hearing held November 7, 2016 is hereby adopted and approved. A copy of the Washington-Wilson District Redevelopment Plan and the Washington-Wilson District Redevelopment Project marked Exhibit B is attached to and made a part of this Ordinance.

SECTION 3: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17th day of January, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of January, 2017.

_____
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Silvati				
2	Callahan					Wolff				
3	Meitzler					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

City of Batavia
Ordinance 17-08
AN ORDINANCE APPROVING THE WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT

EXHIBIT A

WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

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.

City of Batavia
Ordinance 17-08
AN ORDINANCE APPROVING THE WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT

EXHIBIT B

Washington-Wilson District Redevelopment Plan and the Washington-Wilson District Redevelopment Project

Washington-Wilson
Tax Increment Financing District

Redevelopment Plan and Program
City of Batavia, Illinois

September 6, 2016
Approved by Batavia City Council
January 17, 2017
Ordinance No. 17-08

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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

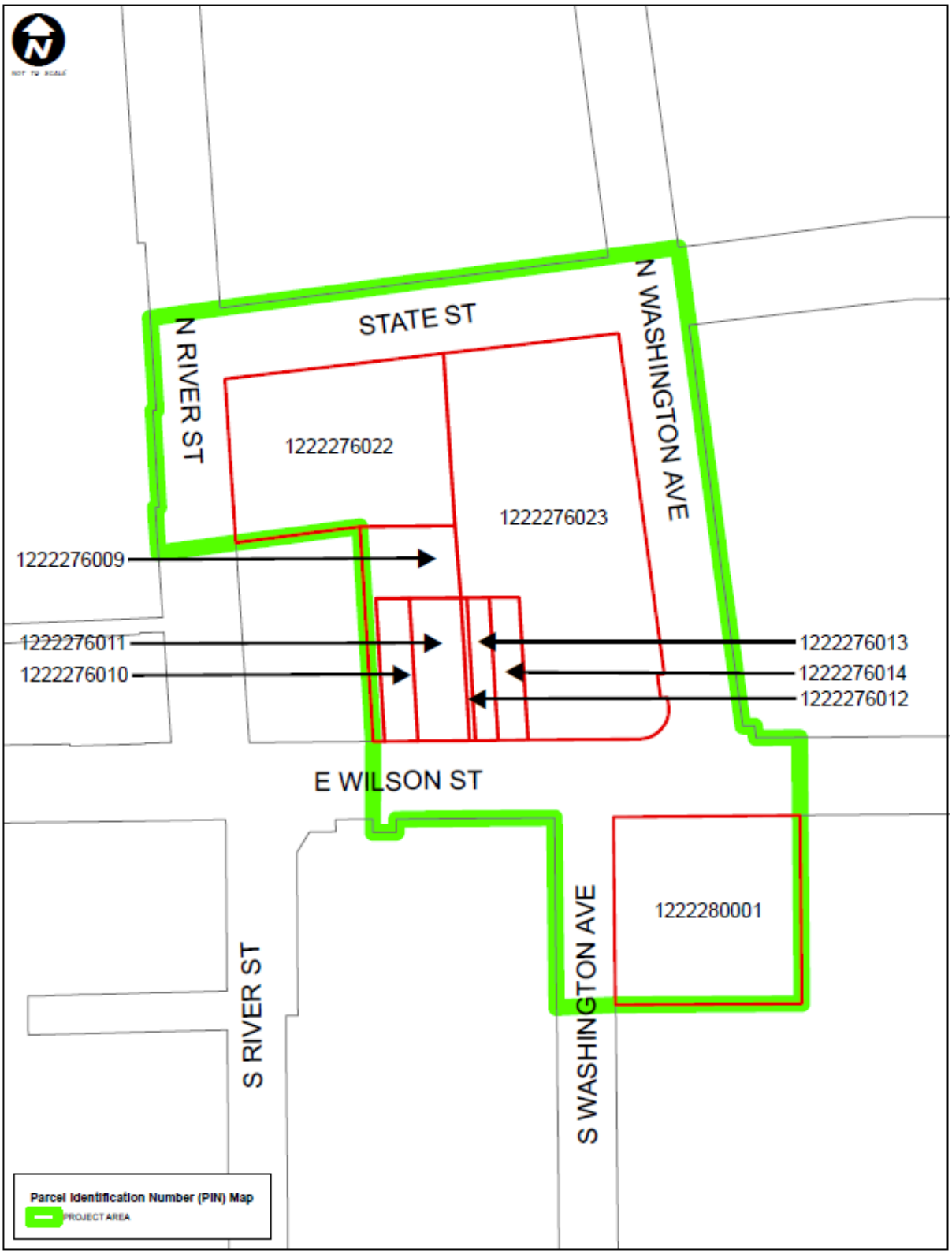
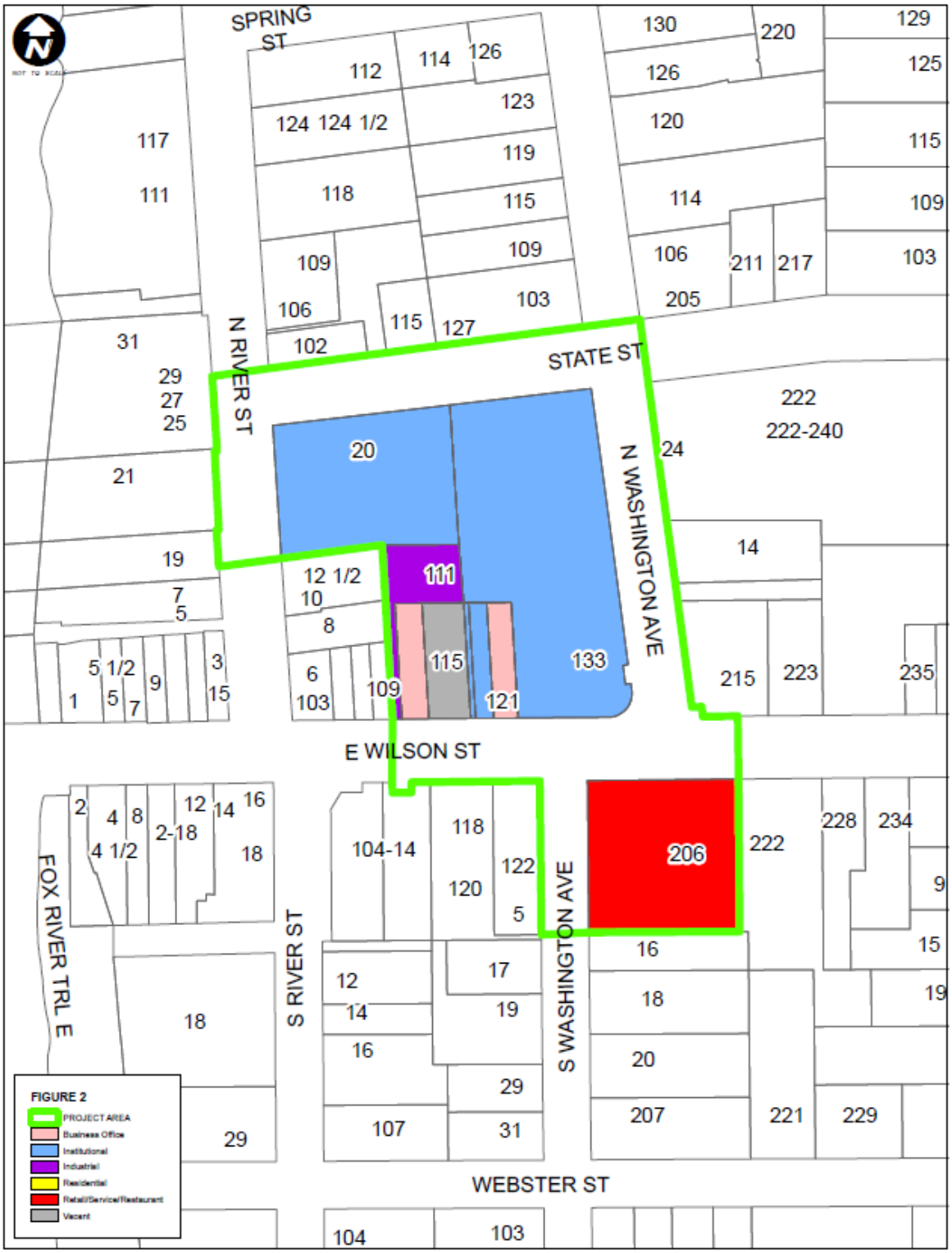


Figure 2: Existing Land Use Map



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.

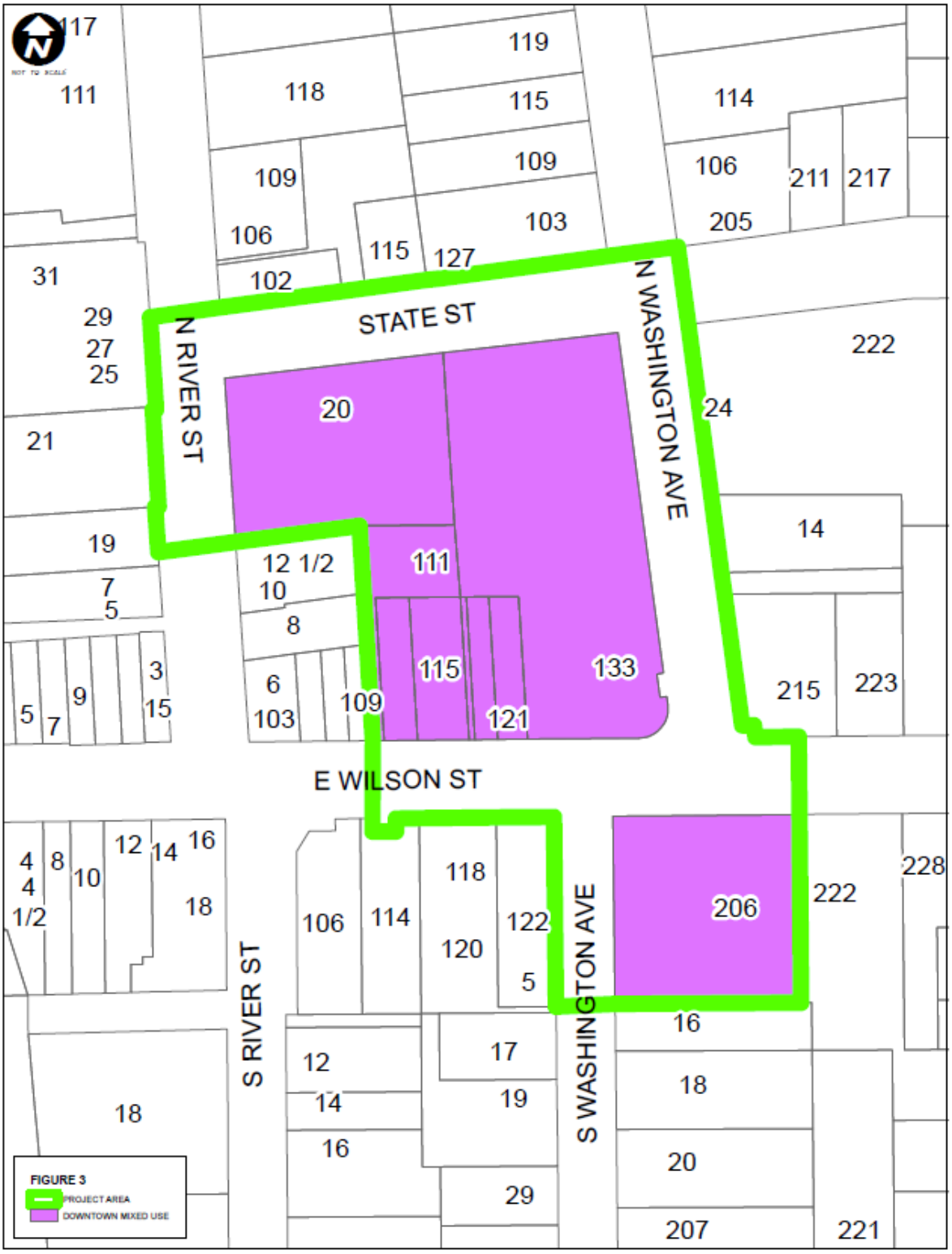
This Land Use and Redevelopment Plan identifies new land uses, the potential for the rehabilitation and adaptive re-use of existing buildings and structures, and enhancements to the public realm in the form of additional streetscape and landscape amenities, with an emphasis on making the Project Area 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.

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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. Payment in Lieu of Taxes

No payments in lieu of taxes are anticipated as part of the Redevelopment Plan and Program.

Q. 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 A
WASHINGTON-WILSON DISTRICT
TAX INCREMENT FINANCING
ELIGIBILITY FINDINGS

Figures and Tables

Figure 1. Map of Washington-Wilson District ("Project Area")

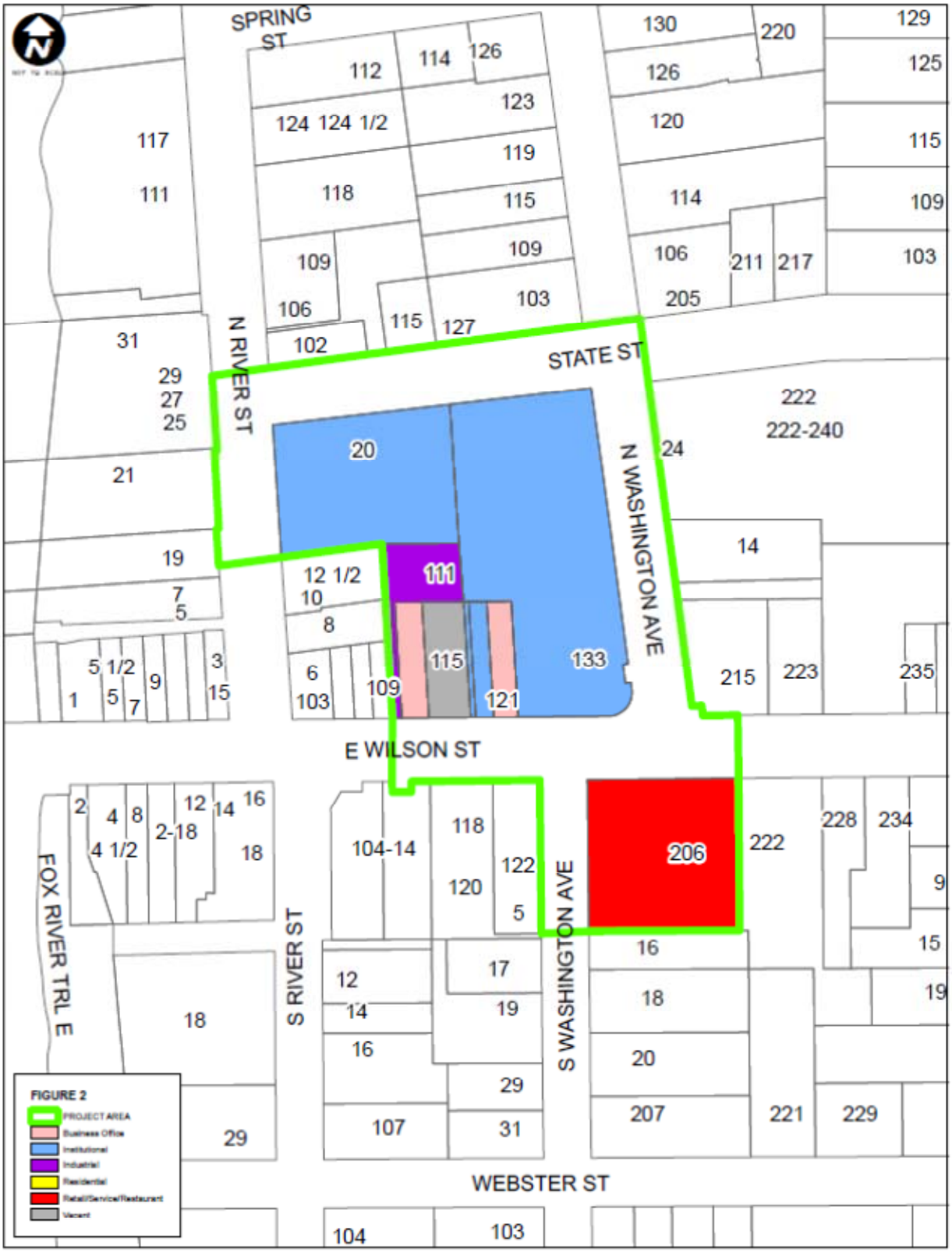


Figure 2. Existing Land Use Map

Table 1. Properties By Parcel Identification Number (PIN)

and Associated Street Address

ID No.	PIN	Address	City	State
1	1222276009	111 E. Wilson	BATAVIA	IL
2	1222276010	113 E. Wilson	BATAVIA	IL
3	1222276011	115 E. Wilson	BATAVIA	IL
4	1222276012	(Driveway/Alleyway - 111)	BATAVIA	IL
5	1222276013	(Driveway/Alleyway - 111)	BATAVIA	IL
6	1222276014	121 E. Wilson	BATAVIA	IL
7	1222276022	20 N. River St	BATAVIA	IL
8	1222276023	133 E. Wilson	BATAVIA	IL
9	1222280001	206 E. Wilson	BATAVIA	IL

Table 2. Known Ages of Area Structures

ID No.	PIN	Address	Principal Use	# of Buildings on Property	Year Principal Structure Built	Year Accessory Structure Built
1	1222276009	111 E. Wilson	Vacant Ind/Svc	1	1958	NA
2	1222276010	113 E. Wilson	Dental Office	1	NLT* 1928	NA
3	1222276011	115 E. Wilson	Vacant	0		
4	1222276012	(Driveway/Alleyway - 111)	Vacant	0		
5	1222276013	(Driveway/Alleyway - 111)	Vacant	0		
6	1222276014	121 E. Wilson	Insurance Office	1	NLT* 1916	NA
7	1222276022	20 N. River St	Public Parking	1	1993	NA
8	1222276023	133 E. Wilson	Vacant Inst	2	1888	Unknown
9	1222280001	206 E. Wilson	Vacant Commercial	2	1940	Unknown
				8	* No Later Than	

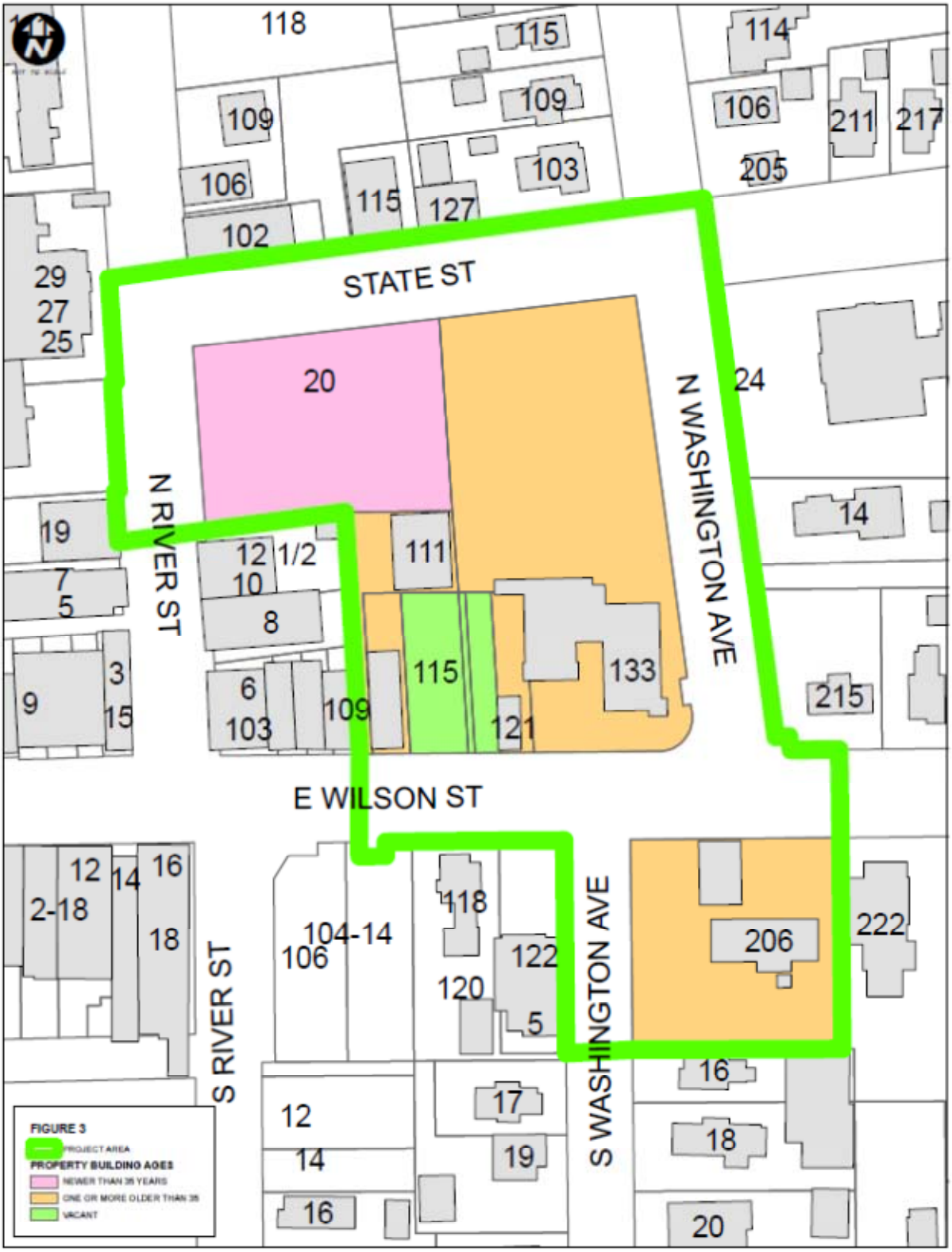


Figure 3. Distribution of Structures Known to be At Least 35 Years Old

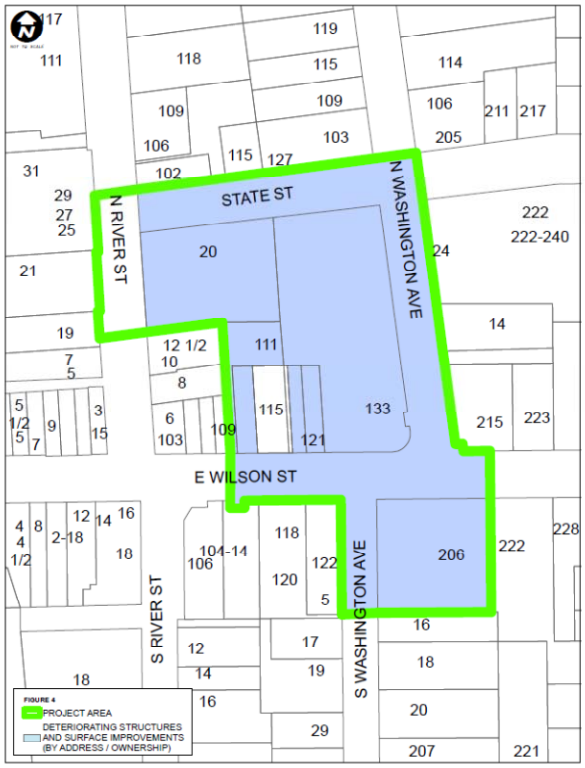


Figure 4. Distribution of Structures and Surface Improvements Displaying Deterioration

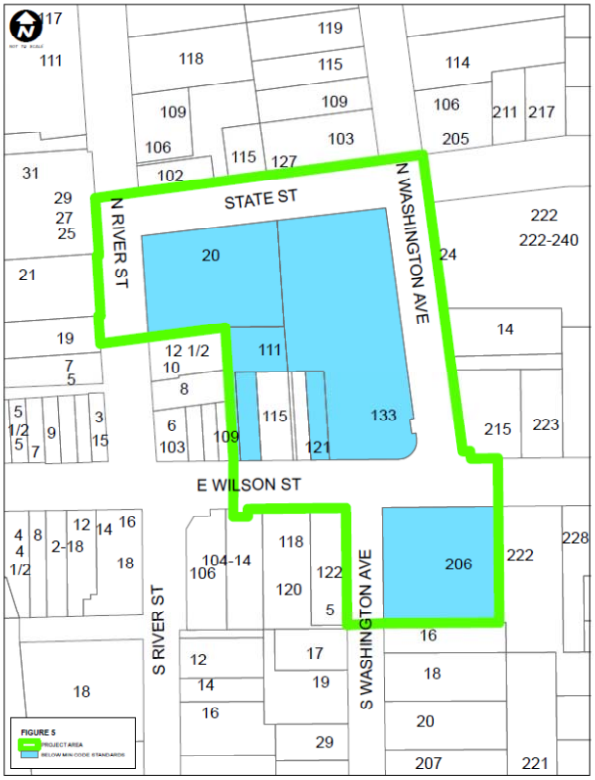


Figure 5. Distribution of Properties with Buildings/Structures that Are Below Minimum Code Standards

Appendix B

Photo Documentation Depicting Deterioration

Across Public and Private Properties within Project Area

North Washington Ave.

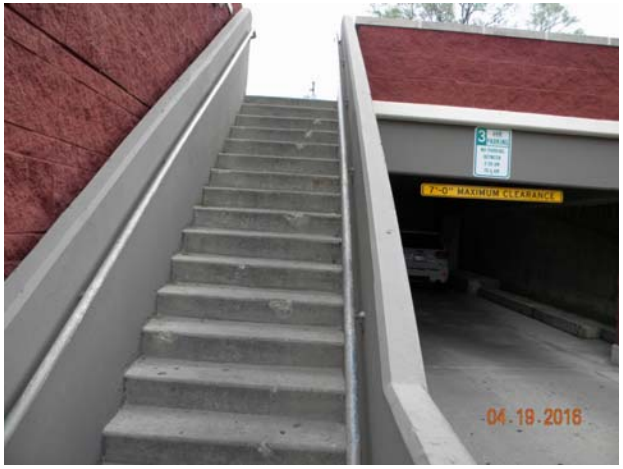
South Washington Ave.

State St.

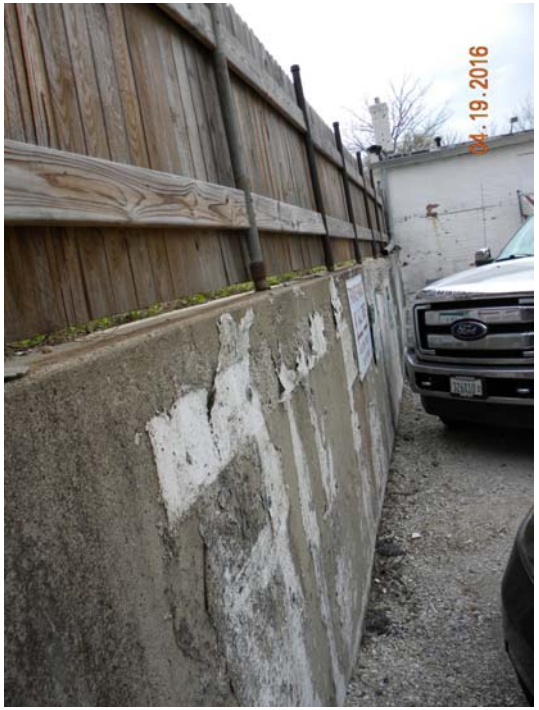
Wilson St.

Parking Deck (Lower Level / Interior)

Parking Deck (Second Level / Exterior)



111 E. Wilson (former Service Master)



113 E. Wilson (Dental Office)

115 E. Wilson (City's vacant lot)

121 E. Wilson (Insurance Office)

133 E. Wilson St. (Former First Baptist Church)

04 19 2016

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04 19 2016

04 19 2016

206 E. Wilson (former Auto Fuel & Service Station)

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**

CITY OF BATAVIA

ORDINANCE 17-09

ORDINANCE DESIGNATING THE WASHINGTON-WILSON DISTRICT
REDEVELOPMENT PROJECT AREA

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF BATAVIA
THIS 17TH DAY OF JANUARY, 2017

Published in pamphlet form
by authority of the Mayor
and City Council of the
City of Batavia,
Kane County, Illinois, this
17th day of January, 2017

ORDINANCE 17-09

ORDINANCE DESIGNATING WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT AREA

WHEREAS, the City Council has heretofore in Ordinance 17-08 adopted and approved the WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT with respect to which a public hearing was held on November 7, 2017, and it is now necessary and desirable to designate the area referred to in said plan as the WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT AREA:

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The property described on Exhibit "A" attached hereto, is hereby designated as the WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT AREA pursuant to Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended.

SECTION 2: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3: This Ordinance shall be in full force and effect from and after its approval, passage, and publication as required by law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17th day of January, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of January, 2017.

_____
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Silvati				
2	Callahan					Wolff				
3	Meitzler					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

City of Batavia
Ordinance 17-09

ORDINANCE DESIGNATING WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT AREA

EXHIBIT A

WASHINGTON-WILSON DISTRICT DEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

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.

CITY OF BATAVIA

ORDINANCE NO. 17-10

ORDINANCE ADOPTING TAX INCREMENT FINANCING
FOR THE WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT AREA

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF BATAVIA
THIS17TH DAY OF JANUARY, 2017

Published in pamphlet form
by authority of the Mayor
and City Council of the
City of Batavia,
Kane County, Illinois, this
17th day of January, 2017

ORDINANCE NO. 17-10

ORDINANCE ADOPTING TAX INCREMENT FINANCING
FOR THE WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT AREA

WHEREAS, the City of Batavia, Kane County, Illinois desires to adopt tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended, hereinafter referred to as the "Act."

WHEREAS, the City of Batavia has adopted a Washington-Wilson District Redevelopment Project Area, and designated a Washington-Wilson District Redevelopment Project Area pursuant to the provisions of the Act, and has otherwise complied with all other conditions precedent required by the Act.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATAVIA, ILLINOIS, that:

1. Tax Increment financing is hereby adopted in respect to the Washington-Wilson District Redevelopment Project Area approved and adopted pursuant to Ordinance No. 17-08 in the City of Batavia in respect to the Washington-Wilson District Redevelopment Project Area, described as attached on Exhibit "A," which Area was designated pursuant to Ordinance No. 17-09.

2. After the total equalized assessed valuation of taxable real property in the Washington-Wilson District Redevelopment Project Area exceeds the total initial equalized assessed value of all taxable real property in the Washington-Wilson District Redevelopment Project Area, the ad valorem taxes, if any, arising from the levies upon real property in said Area by taxing districts and the rates determined in the manner provided in Section 11-74.4-9 (b) of the Act each year after the effective date of this Ordinance until the Washington-Wilson District Redevelopment Project Area costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to lower of the existing equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Washington-Wilson District Redevelopment Project Area shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the redevelopment project area over and above lower of the existing equalized assessed value of the initial equalized assessed value of each property in the Washington-Wilson District Redevelopment Project Area shall be allocated to and when collected shall be paid to the City treasurer who shall deposit said funds in a special fund called "the Special Tax Allocation fund for the Washington-Wilson District Redevelopment Project Area of

Batavia" for the purpose of paying the Washington-Wilson District Redevelopment Project Area costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

4. This Ordinance shall be in full force and effect from and after its approval, passage, and publication as required by law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17th day of January, 2017.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of January, 2017.

_____
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
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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
Ordinance 17-10

EXHIBIT A

WASHINGTON-WILSON DISTRICT REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

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CONTAINING 4.65 ACRES, MORE OR LESS.