

TO: Marty Callahan, Community Development Chair

FROM: Scott Buening, Community/Economic Development Director

DATE: March 30, 2021

RE: Consideration of an Application for Grant Funds Offered through the City's Downtown Signage Assistance Program to Light & Pine Collective 222 E. Wilson St. in the Amount of \$995.34. (Res. 21-029-R)

Background

The City of Batavia has established a Downtown Signage Assistance Program through which downtown business building owners or their tenants (lessees) may apply for grant funds up to \$1,000.00, or 50% of actual improvement costs, whichever is the lesser amount. Suzanne Ray, on behalf of Light & Pine Collective, has applied for a \$1,000.00 matching signage assistance grant to produce and install a new building façade sign. Total cost of signage project is \$1990.68 (excludes permit fees paid).

It should be noted that the consideration and would-be approval of this grant award falls outside of normal administrative processes in the City's consideration for signage grant applications, in that the sign has been produced and already installed. However, in a strict reading of the "Eligibility" requirements of the Signage Assistance Program, this fact does not preclude the City from granting the funds under the Program (see immediately below):

Eligibility

1. Projects must be located in the Downtown Historic District and in one of the City's Tax Increment Finance Districts. **Yes.**
2. Entire grant amount is payable upon completion of the sign and passing final inspection by the City. **Yes.**
3. Business must be in a permanent location. Incubator businesses subsidized by the City through controlled rent costs would not be eligible. Business must have a lease for an additional period. **Yes.**
4. Projects must have a minimum budget of \$500.00. **Yes.**
5. Projects eligible for grants may receive reimbursement for up to 50% of the actual façade improvement costs to a maximum of \$1,000. **Yes.**
6. Any signage requests must still be reviewed and approved by the Historic Preservation Commission (HPC) and be processed through the proper channels. **Yes.**
7. Signs may be relocated elsewhere within the City limits if the business relocates. Signs may not be used outside the City limits. **NA.**

Recommendation

Staff recommends that the City Council Committee of the Whole recommends for Council approval the attached Resolution 21-029-R, awarding a Downtown Signage Assistance Program grant in the amount of \$995.34 to Light & Pine Collective.

Attachments: Resolution 21-029-R, with Exhibit Agreement; Light & Pine Collective Grant Application

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-029-R**

**A RESOLUTION AWARDING A GRANT UNDER THE
DOWNTOWN SIGNAGE ASSISTANCE GRANT PROGRAM
WITHIN THE DOWNTOWN HISTORIC DISTRICT
(LIGHT & PINE COLLECTIVE, 222 E. WILSON STREET)**

WHEREAS, the City of Batavia has established a Downtown Signage Assistance Program Grant; and

WHEREAS, Light & Pine Collective, Lessee in the premises commonly known as 222 E. Wilson Street., has applied for Downtown Signage Assistance Program Grant in the amount of \$1000.00, or 50% of total costs, whichever is less, to reimburse costs for a new building façade sign placed above its office's main entrance; and

WHEREAS, the City Council has determined that it is in furtherance of the goals and objectives of the Downtown Signage Assistance Program Grant to approve the request of the owner; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Batavia, Kane and DuPage Counties, that the application for the grant of Downtown Signage Assistance Program Grant funds in the amount of **\$1,000.00 or 50% of the actual cost of the project, whichever is less**, to reimburse certain costs of the aforementioned new building façade signage at the property commonly known as 222 E. Wilson Street, is hereby approved, and the Mayor and City Clerk are authorized to execute the agreement between Light & Pine Collective, Lessee, a copy of which is attached hereto as EXHIBIT "A," be and is hereby approved.

CITY OF BATAVIA, ILLINOIS RESOLUTION 21-029-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ___ day of _____, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this ___ day of _____, 2021.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Baerren				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Knopp					Malay				
5	Uher					Beck				
6	Cerone					Russotto				
7	McFadden					Miller				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 Aldermen								

ATTEST:

Ellen Posledni, City Clerk

**CITY OF BATAVIA
SIGN GRANT AGREEMENT**

THIS AGREEMENT, entered into this ____ day of _____, 2021, between the City of Batavia, Illinois (hereinafter referred to as the “CITY”) and the following designated OWNER/LESSEE, to wit:

Name of Business: Light & Pine Collective
Address of Property: 222 E. Wilson Street, Batavia, IL 60510
Lessee Name: Light & Pine Collective

WITNESSETH:

WHEREAS, the CITY has established a Downtown Signage Assistance Program for application within a certain area of the CITY known as the Downtown Historic District (“DISTRICT”); and

WHEREAS, said Downtown Signage Assistance Program is administered by the CITY is funded from the Riverfront Tax Increment District and Downtown Tax Increment Finance District Funds for purposes of preserving the character and history of the downtown historic structures, and for furthering economic development goals by assisting with funding improvements; and

WHEREAS, pursuant to said Program the CITY agreed to participate, through offering Program grant funds, subject to its sole discretion, in sharing the cost of exterior building signage to commercial establishments within the District for up to 50% of the actual improvement costs to a maximum of \$1,000.00 per project; and

WHEREAS, the LESSEE’s property is located within the Downtown Historic District and the OWNER desires to participate in the Signage Assistance Program pursuant to the terms and provisions of this Agreement and the Policies and Procedures of the Program; and

WHEREAS, the LESSEE has submitted a complete application for a Sign Grant (Signage Assistance) in accordance with program guidelines, and City staff has determined that the application and proposed grant-supported project, to wit: a new building façade sign (“Project”), is in conformance with applicable City program requirements.

NOW THEREFORE, in consideration of the mutual covenants and agreement set forth herein, the CITY and OWNER hereby agree as follows:

SECTION 1: The CITY shall share up to fifty (50%) of the Project cost for the OWNER’s

CITY OF BATAVIA, ILLINOIS RESOLUTION 21-029-R

property, provided that the actual amount to be paid pursuant to this Agreement shall not exceed \$1,000.00 (One Thousand Dollars and No Cents). The signage costs which are eligible for CITY participation may include, but not necessarily limited to design, materials, production and installation necessary for the proper execution and completion of the work as designated from the design drawings and conditions approved by the CITY.

SECTION 2: This improvement work shall not be eligible for cost sharing unless the application therefore and this Agreement have been approved by the City Council. The OWNER shall complete all such work within one hundred eighty (180) days from the date of such approval.

SECTION 3: 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.

SECTION 4: The CITY may periodically review the progress of the contractor's work on the improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspections by the Building Commissioner. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the Owner, or its successor, and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement.

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SECTION 5: Upon completion, final inspection and approval of the improvement by the CITY, the OWNER, or its successor, shall submit to the CITY a properly executed and sworn contractor statement showing the full cost of the work as well as a notarized lien waiver for each separate component amount paid. The CITY shall, within thirty (30) days of receipt of the contractor's statement and signed lien waivers, issue a check to the OWNER, or its successor, on a reimbursement basis only and for no more than fifty percent (50%) of such cost, not to exceed \$1,000.00 (One Thousand Dollars and No Cents). *The parties to this Agreement acknowledge that all activities eligible for cost reimbursement have been completed to the satisfaction of the CITY.*

SECTION 6: If the OWNER, or its successor, fails to complete the improvement work provided for herein in conformity with the approved plans and specifications and terms of this Agreement, or fails to complete such work within 180 days from the date described in Section 2 above, then, upon written notice by certified or registered mail to the OWNER, or its successor, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 7: Nothing herein is intended to limit, restrict or prohibit the OWNER, or its successor, from undertaking any other work in or about the subject premises which is unrelated to the improvement provided for in this Agreement.

SECTION 8: This Agreement shall be binding upon the CITY OF BATAVIA and upon the OWNER of the property and its successors, for a period of three hundred and sixty-five (365) days from and after the date of approval of this agreement provided for herein.

CITY OF BATAVIA, ILLINOIS RESOLUTION 21-029-R

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

LESSEE

CITY OF BATAVIA

For: Light & Pine Collective

Jeffrey D. Schielke
Mayor

DATE: _____

DATE _____

ATTEST: _____
Ellen Posledni
City Clerk

DATE _____



City of Batavia
Community Development Department
100 North Island Avenue
Batavia IL, 60510
Phone (630) 454-2700
Fax (630) 454-2775

Application for Downtown Signage Assistance Program

Property / Project
Address 222 E. Wilson Street

Name of Tenant Light + Pine Collective

Lease Expiration Date Jan. 31, 2023

Submittal Date 3 / 18 / 2021

Project Description : Exterior Retail Sign -
Freestanding. Double-sided, non-illuminated
sign in a metal frame. To be
affixed to the existing metal sign posts
on the North side of the property,
perpendicular to Wilson Street.

Property Owner's Name
Marco Limited Properties, LLC

Phone Number 630 - 202 - 8636

Mobile Number _____

E-Mail bataviabldgs@outlook.com

Business/Applicant Name Light & Pine Collective LLC
DBA Wilson Street Mercantile

Business Address 222 E. Wilson Street

Phone Number 630 - 688 - 2716

Mobile Number _____

E-Mail Lightandpinecollective@gmail.com

Business/Applicant
Signature * [Signature]

Property Owner
Signature [Signature]

*By signing this application I acknowledge this project is subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.)

Additional Information to be Submitted with Application Check Each Completed Item

- Total Anticipated Budget: \$ 2,500
- Total Anticipated Grant Request: \$ 1,000
- Completed Certificate of Appropriateness (COA) Application Form (attached)
- Itemized List of Proposed Improvements
- Completed Bids, Based on Prevailing Wage, From Three Contractors For Work Specified on the Itemized List
- Digital Photographs of Building where Signs will be installed (include CD or flash memory, or copies of photos already sent to the City of Batavia via email)
- Drawings and/or Modified Photographs Showing Proposed Signage
- Paint and Material Samples N/A - Black/White Vinyl
- Proof of Ownership of Property or Executed Lease

222 E. Wilson Street

Exterior Sign for Wilson Street Mercantile

Size: 3 Feet tall by 6 feet wide

Location: To be installed onto existing metal posts located on the north side of the property. Perpendicular to Wilson Street.

Design:

- Non-illuminated
- Black Lettering on White background with interchangeable black boxes across the bottom for individual shop names
- Metal frame
- Double sided

Sign for Wilson Street Mercantile

Dana Eckberg <danecountydesign@gmail.com>

Thu, Feb 18, 2021 at 10:37
AM

To: Light & Pine Collective <lightandpinecollective@gmail.com>

I had to check with the sign ordinance to get an idea of what should work for you. The material for the frame should be metal non-illuminated. However the base has lights. I hope those work. You should check and see if they do light up. I can get a black aluminum frame and add panels to both sides with the main sign with the separate store names as separate name plates that can be replaced if needed. The photo shows a 6ft x 3ft metal frame. I made it transparent to show the post dimensions.

The cost would be \$2,500.00. This would need to get approval from your landlord if you rent, approval from city of Batavia and historic district. I can provide layouts and site location measurements to apply for the permit.

Please let me know if you have any questions.

Thanks, Dana

Dana Eckberg
Dane County Design
1s 048 Wenmoth Rd.
Batavia, IL. 69510
630.738.8034



Light & Pine Collective <lightandpinecollective@gmail.com>

quote for exterior sign

aubrey sign company <aubreysigns@sbcglobal.net>
To: Light & Pine Collective <lightandpinecollective@gmail.com>

Tue, Mar 16, 2021 at 2:54 PM

Suzanne:

Per your artwork and specs, this sign cabinet will be \$2,250 installed + applicable sales tax and permits/fees.

Please let us know if you have any questions and how we can be of further assistance.

Best regards,

Mike Hoffer, President

The Aubrey Sign (and Awning) Company

1847 Suncast Lane

Batavia, IL 60510

630-482-9901

630-482-9906 (fax)

aubreysigns@sbcglobal.net

www.aubreysigns.com

Like us on Facebook @ <http://www.facebook.com/aubreysigns>

From: Light & Pine Collective [mailto:lightandpinecollective@gmail.com]

Sent: Tuesday, March 16, 2021 9:53 AM

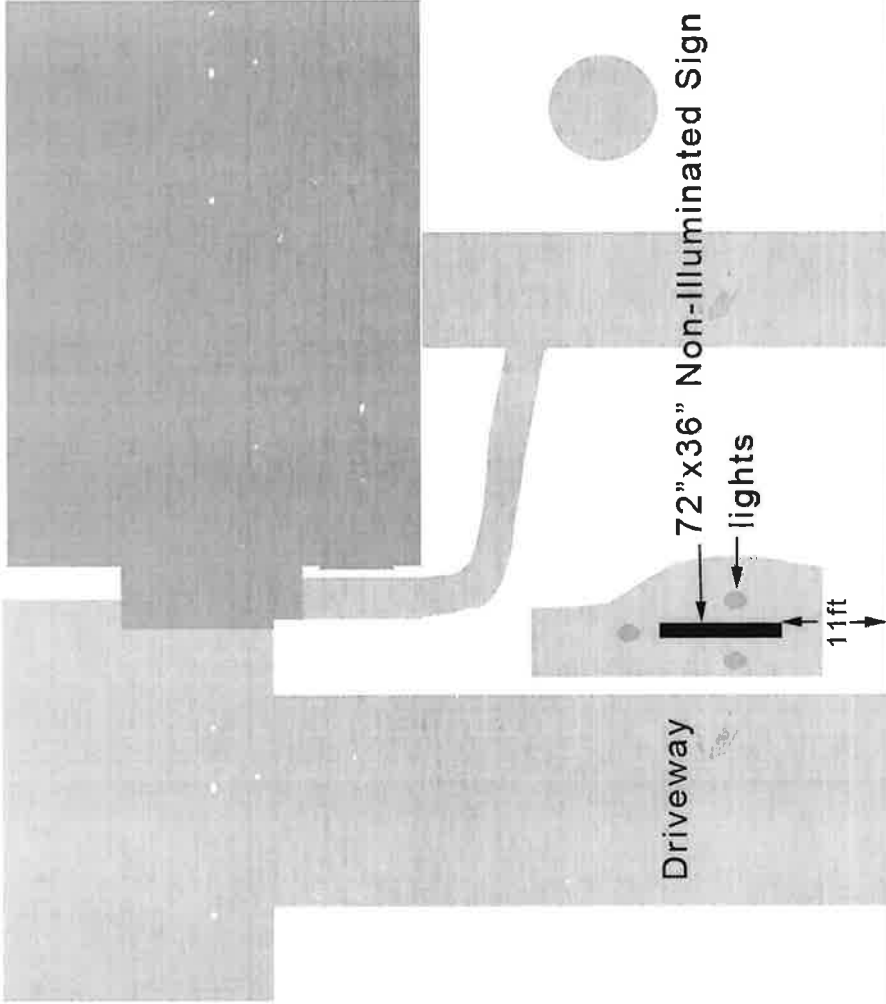
To: sales@aubreysigns.com

Subject: quote for exterior sign

Hi,

[Quoted text hidden]

[Quoted text hidden]



Site Location

222 E Wilson St, Batavia, IL 60510

WILSON STREET



72.0"

WILSON STREET MERCANTILE

handmade, curated & gourmet goods

36.0"

- Desmond Brown
- Light & Pine Collective
- The Unboring Granola
- The Other Half

53.75"
40"



LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of November 13, 2020 (the "Commencement Date"), by and between Marco Limited Properties, LLC, an Illinois limited liability company ("Landlord"), and Light and Pine Collective LLC, an Illinois limited liability company ("Tenant").

1. Basic Lease Provisions. The following constitute the basic provisions of this Lease and where appropriate, constitute definitions of the terms listed below:

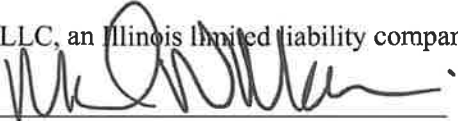
- (a) Premises: Approximately 3,000 square feet of floor area which constitutes the first floor Retail space located 222 E. Wilson Street, Batavia, Illinois. See attached diagrams Exhibit A.
- (b) Lease Term: Twenty-Five (25) full calendar months beginning on the Commencement Date and ending on January 31, 2023 (the "Expiration Date") unless sooner terminated or extended in accordance with the provisions of this Lease.
- (c) Commencement Date: January 1, 2021
Monthly Base Rent Commencement Date: February 1, 2021
- (d) Lease Year: The term "Lease Year" shall mean a period of twelve (12) consecutive calendar months. The first Lease Year shall commence on the Commencement Date and each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.
- (e) Extension Period(s): Provided no Event of Default exists at the time of giving notice or the commencement of such Extension Period (as defined below), Tenant shall have the right to extend the Lease Term for two (2) successive separate Two (2) year periods commencing on the day following the end of the Lease Term (each, an "Extension Period"). For the purposes of this Lease, the term "Lease Term" shall mean the Lease Term and any Extension Period. Each Extension Period will be subject to the same terms and conditions of the Lease; provided, however, the Monthly Base Rent for each Lease Year during any such Extension Period shall continue to increase at a rate of \$50.00 per Month over the preceding Lease Year. Tenant shall exercise its extension rights hereunder by delivery to Landlord of written notice no later than sixty (60) days prior to the expiration of the then applicable Lease Term. If Tenant fails to exercise this option during the period when a given option is available, or if this Lease is no longer in full force and effect for any reason, Tenant's right to extend shall be void.
- (f) Permitted Use: Subject to applicable law, Tenant shall use the Premises for the operation of "Light and Pine Collective", a full service Retail Store and for all related and ancillary uses or such other use as is permitted by applicable zoning ordinance.
- (g) Monthly Base Rent Schedule:



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

LANDLORD:

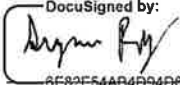
ONI, LLC, an Illinois limited liability company

By: 
Michael W. Marconi

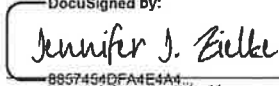
Its: Manager

TENANT:

Light and Pine Collective LLC

By: 
Suzanne L. Ray

Its: Member

By: 
Jennifer J. Zielke

Its: Member