

TO: Committee of the Whole (CS)

FROM: Rahat Bari, City Engineer

DATE: March 18, 2022

RE: Resolution 22-46-R: Acceptance of public sidewalk, watermain and sanitary sewer system and authorize the city Engineer to release the Letter of Credit for Public Improvements at 2401 Hawks Dr aka Windmill Landings.

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In 2020, the developer of Windmill Landings located at 2401 Haws Dr, completed construction of the sidewalk, water main and sanitary sewer system per the approved plan. Since then, the developer has posted one year maintenance letter of credit (LOC) for the public sidewalk, water main and sanitary system. The maintenance period is now over hence the city needs to accept those public Improvements.

The city has also received request from the developer to release the maintenance Letter of Credit #1651467530-703. The original letter of credit was reduced to 25% for one year maintenance period. Very recently, our public works department has checked the performance of the new utilities and those are performing well. The completed public improvements have been constructed according to the approved plans. Therefore, we recommend that the City Council accept the public improvements and authorize the city engineer to release the maintenance letter of credit.

**Recommended Action:**

Staff recommends for the Committee of the Whole approve the following:

1. Recommend the Mayor and City Clerk to accept the sidewalk, watermain and sanitary sewer for the 2401 Hawks Dr
2. Authorize the City Engineer to release Letter of Credit #1651467530-703.

Attachments:

1. Resolution 22-46-R
2. Letter of Credit ##1651467530-703
3. As-Built plans

**CITY OF BATAVIA, ILLINOIS  
RESOLUTION 22-046-R**

**ACCEPTANCE OF PUBLIC WATERMAIN, SANITARY SEWER,  
SIDEWALK AND AUTHORIZE THE CITY ENGINEER TO RELEASE  
THE LETTER OF CREDIT FOR PUBLIC IMPROVEMENTS AT 2401  
HAWKS DR**

**WHEREAS**, developer of 2401 Hawks Dr, has constructed the water main, sanitary sewer and sidewalk per the approved plan; and

**WHEREAS**, developer of 2401 Hawks Dr, has maintained the water main, sanitary sewer and sidewalk for one year; and

**WHEREAS**, developer of 2401 Hawks Dr, has requested release to their posted Letter of Credit #1651467530-703; and

**WHEREAS**, the City of Batavia has reviewed the request and verified the completed public improvements; and

**WHEREAS**, the completed public improvements have been constructed according to the approved plans; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Batavia as follows:

**SECTION 1.** That the Mayor and City Clerk are hereby accepting the watermain, sanitary sewer and sidewalk at 2401 Hawks Dr.

**SECTION 2.** That the City Engineer is hereby authorized to release the Letter of Credit #1651467530-703. The original Letter of Credit and subsequent reduction are attached as Exhibit 1.

CITY OF BATAVIA, ILLINOIS, RESOLUTION 22-046-R

**PRESENTED** to the City Council of the City of Batavia, Illinois, this 4<sup>th</sup> day of April 2022.

**PASSED** by the City Council of the City of Batavia, Illinois, this 4<sup>th</sup> day of April 2022.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 4<sup>th</sup> day of April 2022.

\_\_\_\_\_  
 Jeffery D. Schielke, Mayor

Ward	Aldersperson	Ayes	Nays	Absent	Abstain	Aldersperson	Ayes	Nays	Absent	Abstain
1	Baerren					Solfa				
2	Leman					Wolff				
3	Ajazi					Chanzit				
4	Malay					Knopp				
5	Uher					Beck				
6	Cerone					Russotto				
7	Vogelsinger					Miller				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

\_\_\_\_\_  
 Kate Garrett, City Clerk

# Exhibit A

March 24, 2021**IRREVOCABLE STANDBY LETTER OF CREDIT NO. 1651467530-703**

**Beneficiary:** City of Batavia, Illinois  
100 North Island Avenue  
Batavia, Illinois 60510

**Applicant/Developer:** Dial Windmill Landings, LLC

**Maximum Amount:** USD \$109,344.50  
One Hundred Nine Thousand Three Hundred Forty-Four and  
50/100 Dollars

**Date:** March 24 2021

**Expiration Date:** March 24, 2022 at our counters

Gentlemen:

We hereby establish in your favor this Irrevocable Standby Letter of Credit Number 1651467530-703 (this “**Letter of Credit**”) for the account of Dial Windmill Landings, LLC, a Delaware limited liability company (the “**Applicant**” or “**Developer**”), in the maximum amount of USD One Hundred Nine Thousand Three Hundred Forty-Four and 50/100 Dollars (USD \$109,344.50) (the “**Maximum Amount**”) to secure the obligations of Developer’s in connection with the development of the seniors housing facility known as The Landings located at 2401 Hawks Drive in the City of Batavia, Illinois pursuant to the applicable annexation agreement, PUD ordinance, City Code provisions, the Paving, Sanitary Sewer, and Water Main per Plans prepared by Craig R. Knoche & Associates Civil Engineers, P.C. dated 3/27/2018, and City Code provisions and the Earthwork, Erosion Control, and Landscaping plans per Plans prepared by Craig R. Knoche & Associates Civil Engineers, P.C. dated 3/27/2018 (collectively the “**Improvements**”).

Beneficiary, through its City Engineer, may authorize modifications of the above described plans and specifications for the Improvements without the consent of the undersigned without invalidating this Letter of Credit.

Beneficiary has required Developer to install and complete the Improvements no later than two (2) years after December 26, 2018 (the “**Completion Date**”).

Multiple and partial drawings of this Letter of Credit are permitted, provided that in no event will the aggregate drawings exceed the Maximum Amount, in accordance with the following: Issuer receives a written statement from Beneficiary stating that either (1)(i) Developer has failed to satisfactorily complete all or some portion of the Improvements by the Completion Date; OR (ii) Developer has failed to carry on the work of the installation and construction of Improvements by the Completion Date; OR (iii) Developer has failed to pay for some or all portion of the installation and construction of the Improvements, and in each case of items (1)(i), (ii) and (iii), Developer has been notified that the City finds that a breach of the Developer's obligations has occurred and has not been cured within the period of thirty (30) days after written notice to the Developer; OR (2) no new letter of credit has been submitted within sixty (60) days of the Expiration Date of this Letter of Credit; OR (3) Developer has declared bankruptcy, is subject to a voluntary bankruptcy, or an assignment for the benefit of creditors or other written evidence of insolvency or inability to pay off its debts and obligations as they come due. In the case of a drawing under this paragraph, Issuer shall immediately pay such funds remaining within this Letter of Credit to the Beneficiary or such lesser sums as maybe stated in the written statement.

Beneficiary need not request all of the funds on each occasion, but each request for funds shall be authorized by a separate certification from the City Engineer. Provided, however, if the reason the payment is being required is the failure to furnish a replacement letter of credit within sixty (60) days of the Expiration Date of this Letter of Credit, Beneficiary may require the payment of such funds at any time within thirty (30) days of the Expiration Date of this Letter of Credit without further notice.

This Letter of Credit shall be in force until the Expiration Date without regard to any default in payments of sums owed Issuer by the Developer and without regard to other claims which Issuer may have against the Developer. At least ninety (90) days prior to the expiration of this Letter of Credit, Issuer shall notify Beneficiary, by registered letter, certified mail return receipt requested, of the impending Expiration Date. This Letter of Credit shall not terminate without such notice.

The aggregate amount of this Letter of Credit shall be reduced as the Project progresses in the amount authorized by the City Engineer consistent with the certification of the completed Improvements and proof of payment for them by the Developer in accordance with terms hereof; provided, however, that any such reduction in the aggregate amount of this Letter of Credit shall be effective only upon receipt by Issuer of a written statement executed by the City Engineer approving such reduction and stating that the aggregate amount of this Letter of Credit remaining after such reduction shall be in an amount sufficient to ensure for the satisfactory completion of all or part of the Improvements required to be constructed.

Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to the Issuer if presented on or before the above-stated Expiration Date presented at our office together with the original of this Letter of Credit on or before the Expiration Date.

No consent, acknowledgement, or approval of any kind from the Developer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit. The obligation under this Letter of Credit runs from Issuer to Beneficiary, and Developer is not a beneficiary and has no claims on this Letter of Credit. In the event of any bankruptcy of Developer, the funds available under this Letter of Credit will not become a part of Developer's bankruptcy estate and this Letter of Credit will remain an obligation for the sole benefit of Beneficiary.

Issuer hereby represents and warrants that it has the full power, right and authority to deliver this Letter of Credit and that the same is within the lending limits of Issuer.

In the event that Issuer fails to pay any draft properly submitted under this Letter of Credit within three (3) business days after receipt of such draft, Issuer agrees to Beneficiary's reasonable out of pocket expenses and costs of litigation, including attorneys' fees in enforcing the terms hereof.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revisions) of the International Chamber of Commerce Publication No. 600 and to the Uniform Code – Letters of Credit, 810 ILCS 5/5-101 et seq., as amended, and as in effect in the State of Illinois (UCC); however, to the extent the provisions of the UCP and UCC conflict, the provisions of the UCP shall control.

Synovus Bank

By: 

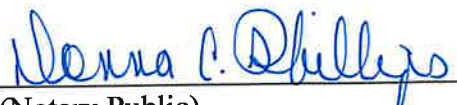
Name: JOHN W. TYSON

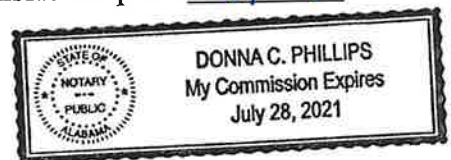
Title: MANAGING DIRECTOR

ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2021 by John W. Tyson, Managing Director of Synovus Bank, a Georgia state banking corporation.

  
(Notary Public)  
My Commission expires: 7/28/2021

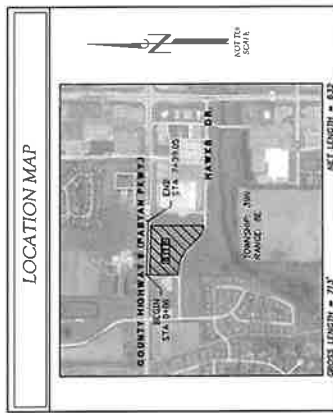


# RECORD DRAWINGS

# THE LANDINGS

HAWKS DRIVE  
 BATAVIA, ILLINOIS  
 KANE COUNTY

PREPARED FOR  
 MR JNB BATAVIA, LLC  
 4600 E. 53rd STREET  
 DAVENPORT, IA 52807



### IDOT STANDARDS

701000-00	DESCRIPTION
701000-05	OFF-Road OPERATION. 2L 2K 15' TO 24' FROM PAVEMENT EDGE
701020-05	LANE CLOSURE. 2L 2K DAY ONLY. FOR SPEEDS > 45 MPH
701030-04	LANE CLOSURE. 2L 2K PAVEMENT MARKING. FOR SPEEDS > 45MPH
701050-08	TRAFFIC CONTROL DEVICES
701060-05	TYPICAL PAVEMENT MARKINGS
701062-09	URBAN LANE CLOSURE. 2L 2K WITH BIDIIRECTIONAL LEFT TURN LANE
SHEET 1 OF 1	DISTRICT ONE TYPICAL PAVEMENT MARKINGS
605301-04	PI CONCRETE ISLANDS AND MEDANS
606001-07	CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB & OUTLET
606001-01	RIGHT OF WAY MARKERS
TC-22	ARTERIAL ROAD INFORMATION SIGN

### WARNING CALL

Call 48 hours before you dig

**BEFORE YOU DIG**

CONTRACTORS SHALL CALL 1-811 BEFORE START OF CONSTRUCTION. CALL LOCAL AMERICAN UTILITY COOPERATION CENTER (A.U.C.C.) FOR INFORMATION ON CALLING PROCEDURES. 1-811 DOES NOT MARK THESE LOCATIONS.

### CONTACTS

MR. J. BATAVIA, LLC 4600 E. 53RD STREET DAVENPORT, IA 52807	MR. J. BATAVIA, LLC 4600 E. 53RD STREET DAVENPORT, IA 52807
MR. J. BATAVIA, LLC 4600 E. 53RD STREET DAVENPORT, IA 52807	MR. J. BATAVIA, LLC 4600 E. 53RD STREET DAVENPORT, IA 52807

### BENCHMARKS

TOP SURFACE OF CONCRETE CURB LOCATED ALONG THE SOUTH SIDE OF HAWKS DRIVE

TOP SURFACE OF CONCRETE CURB LOCATED ALONG THE SOUTH SIDE OF HAWKS DRIVE

CITY OF BATAVIA - ELECTRIC DIVISION

ALL BENCHMARKS ARE ALSO AS DATA. VERIFY BY SHEET OR THE LOCATION.

### DRAWINGS INDEX

CDT	TITLE & INDEX SHEET	REV	DATE
CO.2	EXISTING CONDITIONS & DEMOLITION PLAN	6	12/17/18
CI.1	FINAL ROAD SITE PLAN	15	8/19/19
CI.2	TRUCK TURNING EXHIBIT	4	1/27/19
CI.0	GRADING OVERVIEW	14	6/19/19
CI.1	GRADING PLAN (AS-BUILT)	0	1/18/20
CI.2	GRADING PLAN (AS-BUILT)	0	1/18/20
CI.3	GRADING PLAN (AS-BUILT)	0	1/18/20
CI.4	SHOULDER RESOLUTION PRESERVATION PLAN	14	6/19/19
CI.5	SHUTTER DETAILS	5	1/17/18
CI.1	UTILITY PLAN (AS-BUILT)	17	1/4/21
CI.2	SANITARY PROFILES (AS-BUILT)	0	1/18/20
CI.3	SANITARY PROFILES (AS-BUILT)	17	1/4/21
LI.1	LANDSCAPE PLAN	6	12/17/18
SI.3.0	PROTOTYPING PLAN	2	7/1/18
CI.1	GENERAL NOTES & SPECIFICATIONS	2	7/1/18
CI.2	CITY OF BATAVIA ENGINEERING DEPARTMENT SPECIFICATIONS	2	7/1/18
CI.3	CITY OF BATAVIA SPECIFICATIONS	2	7/1/18
CI.4	SITE DETAILS	11	6/19/19
CI.5	CONCRETE DETAILS	9	6/19/19
CI.6	DOIT & BIT DETAILS	15	6/19/19
LATEST REVISION			
		17	1/4/21

### NOTES

1. Verify all dimensions and locations before construction.
2. Verify all dimensions and locations before construction.
3. Verify all dimensions and locations before construction.
4. Verify all dimensions and locations before construction.
5. Verify all dimensions and locations before construction.

### AS-BUILT CERTIFICATION

I, **CRAY R. KNOCKE**, being duly sworn, certify that I am a licensed professional engineer in the State of Illinois. I am the author of the above drawings and specifications. I have reviewed the drawings and specifications and certify that they are true and correct as shown on the drawings and specifications. I am not responsible for any errors or omissions on the drawings and specifications.

CITY OF BATAVIA APPROVAL

NO. 17-041	DATE	1/17/21
17-041	DATE	12-16-20
17-041	DATE	12-16-20
17-041	DATE	12-16-20

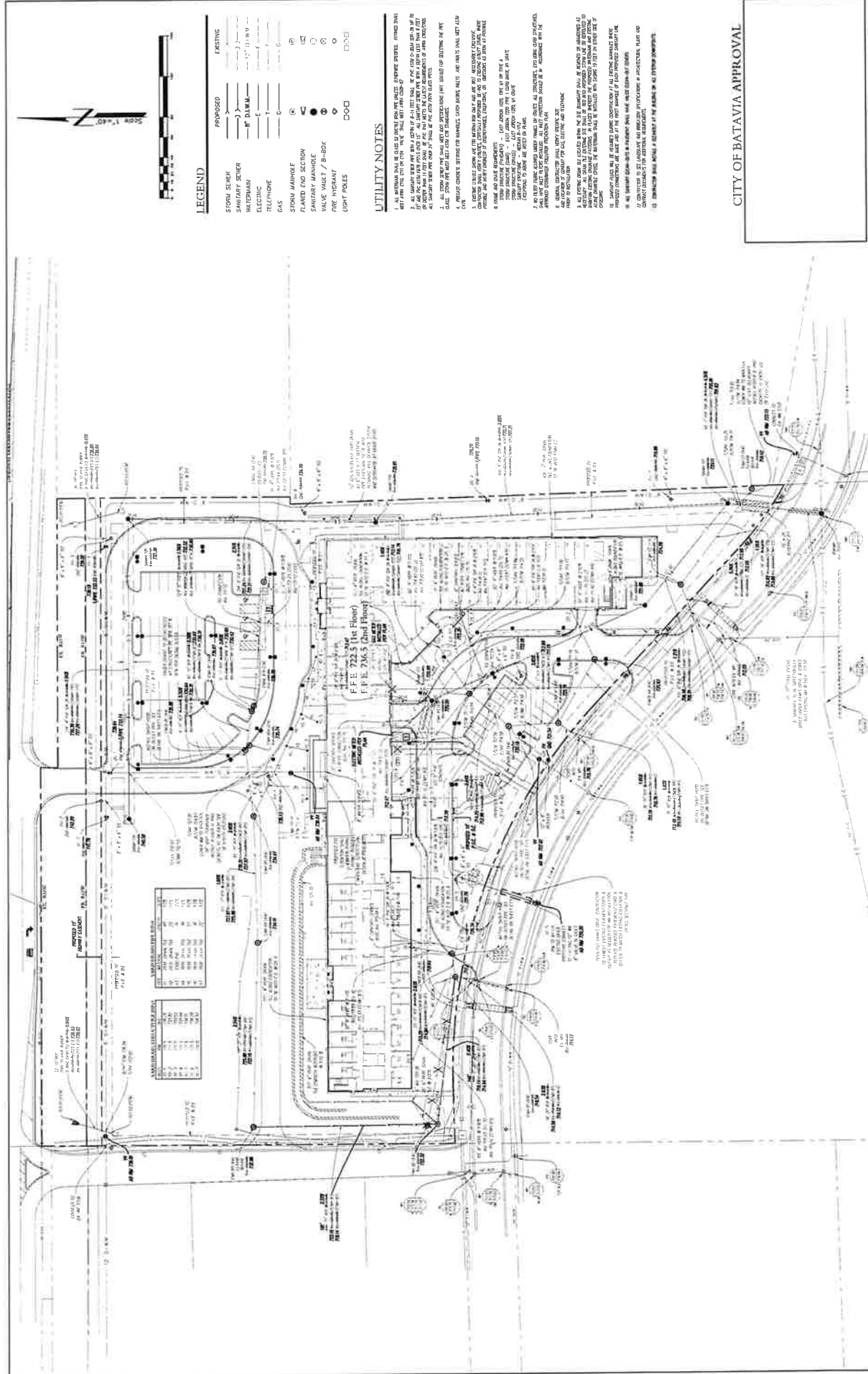
**CRAY R. KNOCKE**  
 Cray R. Knocke & Associates - Civil Engineers, P.C.  
 14 N. Commercial Street • Batavia, IL 60010 • Phone: (630) 832-1100 • Fax: (630) 832-1101

**THE LANDINGS**  
 HAWKS DRIVE  
 BATAVIA, ILLINOIS

**TITLE & INDEX SHEET**







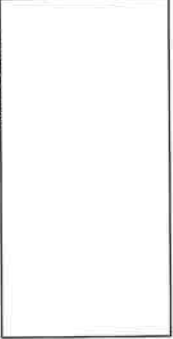
**LEGEND**

PROPOSED	EXISTING
STORM SEWER	12" - 18" S.W.
SANITARY SEWER	12" - 18" S.W.
WATERMAIN	12" - 18" W.M.
ELECTRIC	12" - 18" E.C.
PHONE	12" - 18" P.H.
GAS	12" - 18" G.A.S.
STORM MANHOLE	SM
POLE AND SECTION	PS
VALVE VAULT / B-BOX	V
FIRE HYDRANT	OH
LIGHT POLES	LP

**UTILITY NOTES**

1. ALL UTILITY LINES SHALL BE SHOWN WITH PROPOSED AND EXISTING LOCATIONS. DIMENSIONS SHALL BE SHOWN FROM THE CENTERLINE OF THE ROAD TO THE CENTERLINE OF THE UTILITY LINE.
2. ALL SANITARY SEWER LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED. ALL WATERMAIN LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
3. ALL UTILITY LINES SHALL BE SHOWN WITH PROPOSED AND EXISTING LOCATIONS. DIMENSIONS SHALL BE SHOWN FROM THE CENTERLINE OF THE ROAD TO THE CENTERLINE OF THE UTILITY LINE.
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CITY OF BATAVIA APPROVAL



**Craig R. Knoche & Associates** - Civil Engineers  
**Civil Engineers, P.C.**  
 114 N. Second Street • Batavia, IL 60010 • Phone: (630) 439-1100 • Fax: (630) 439-1101

MR. JIM BATAVIA, LLC  
 114 N. Second Street  
 BATAVIA, ILLINOIS 60010

THE LANDINGS  
 HAWKS DRIVE  
 BATAVIA, ILLINOIS

UTILITY PLAN  
 (AS-BUILTS)

NO.	DATE	DESCRIPTION