



## Regular City Council Meeting

Crest Hill, IL

January 19, 2026

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

### Agenda

1. **OPENING OF MEETING**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CITIZEN/SPECIAL REQUEST/PUBLIC HEARINGS**
  - A. Business Promotion-Mr. Auto Care
5. **PUBLIC COMMENT FOR AGENDA ITEMS ONLY: (*Limit 3 minutes per person*)**
6. **CONSENT AGENDA: (*All items on the Consent Agenda are considered routine by one motion. These items will not be separately discussed unless an Alderperson so requests, in which event the item will be removed from the Consent Agenda and considered separately.*)**
  - A. Approve the Minutes from the Regular Meeting Held on January 5, 2026.
  - B. Approve the Minutes of the Work Session Meeting Held on January 12, 2026
  - C. Approve an Ordinance Approving Text Amendments to the City of Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook with Respect to Regulations Governing Non-Conforming Uses and Structures, Court Reporter Requirements for Development Applications, and Parking Lot, Driveway, and Street Access Regulations (Case # TXT-25-2-12-1)
  - D. Approve an Ordinance Granting Lockport Township Fire Protection District's Request for a Minor Change to the Non-Residential Planned Unit Development Conditions in Ordinance 2016 Passed on April 7, 2025
  - E. Approval of Pay Request #36 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$241,593.01
  - F. Approval of a Right of Way for Fiber Optic Network Agreement by and between the City of Crest Hill and Metro Fibernet, LLC
  - G. Approval of a Right of Way Use Agreement for Fiber Optic Network by and between the City of Crest Hill and Ripple Fiber Illinois, LLC
  - H. Approve a Resolution Approving a Professional Services Agreement by and between the City of Crest Hill, Will County, Illinois, and Azavar Audit Solutions, Inc. and Approving a Joint Engagement Letter by and between Azavar Audit Solutions and Cozen O'Connor to Assist in the Collection of Municipal Taxes and/or Fees

- I. Approve a Resolution Approving a Snapshot Audit Agreement by and between the City of Crest Hill, Will County, Illinois, and Spyglass Group, LLC
- J. Approval of the Regular and Overtime Payroll from December 28, 2025, through January 5, 2026, in the Amount of \$ 305,183.41
- K. Approval of Additional Payroll Police Retention Bonus in the Amount of \$75,000.00
- L. Approval of the List of Bills Issued through January 31, 2026, in the Amount of \$1,418,132.16

**7. REPORTS & COMMUNICATIONS FROM DEPARTMENTS & ELECTED OFFICIALS**

- A. Mayor's Report:
- B. City Clerk's Report:
- C. City Treasurer's Report:
- D. City Attorney:
- E. City Administrator:
- F. Public Works Department:
- G. City Engineer:
- H. Finance:
- I. Police Department:
- J. Community Development:

- 1. Approve a Resolution Authorizing the Execution of a “Fourth Amendment to Contract for Purchase of Real Estate” by and between the City of Crest Hill and QuikTrip Corporation for the Purchase of Property Located at 1610 Plainfield Road, Crest Hill, Illinois

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

**13. COMMITTEE/LIAISON REPORTS:**

**14. CITY COUNCIL COMMENTS:**

**15. PUBLIC COMMENT: (*Limit 3 minutes per person*)**

**16. ADJOURNMENT:**

The Agenda for each regular meeting and special meeting (except a meeting held in the event of a bona fide emergency, rescheduled regular meeting, or any reconvened meeting) shall be posted at the City Hall and at the location where the meeting is to be held at least forty-eight (48) hours in advance of the holding of the meeting. The City Council shall also post on its website the agenda for any regular or special meetings. The City Council may modify its agenda for any regular or special meetings. The City Council may modify its agenda before or at the meeting for which public notice is given, provided that, in no event may the City Council act upon any matters which are not posted on the agenda at least forty-eight (48) hours in advance of the time for the holding of the meeting.

**Agenda Memo****Crest Hill, IL**

**Meeting Date:** January 19, 2025  
**Submitter:** Raymond R. Soliman P.S.  
**Department:** Mayor's Office  
**Agenda Item:** Mr. Auto Care

**Summary:**

This is to inform you that Mr. Chris Maykuth from Mr. Auto Repair, located at 2424 Plainfield Road, Unit #500, will be promoting his business during the January 19, 2026 City Council meeting.

**Recommended Council Action:****Financial Impact:****Funding Source:****Budgeted Amount:****Cost:****Attachments:**

MINUTES OF THE REGULAR MEETING  
CITY COUNCIL OF CREST HILL  
WILL COUNTY, ILLINOIS  
January 5, 2026

1. OPENING OF MEETING

The regular meeting of the City of Crest Hill was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Boulevard, Crest Hill, Will County, Illinois.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited in unison.

3. ROLL CALL

Roll call indicated the following present: Mayor Raymond Soliman, City Clerk Christine Vershay-Hall, City Treasurer Jamie Malloy, Alderman Scott Dyke, Alderman Angelo Deserio, Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert, and Alderman Joe Kubal.

Also present were: City Administrator Blaine Wing, Police Chief Ed Clark, Finance Director Glenn Gehrke, City Engineer Ron Wiedeman, Interim Employee Relations Manager, and City Attorney Mike Stiff.

4. CITIZEN/SPECIAL REQUEST/PUBLIC HEARINGS

No citizens or special requests were heard.

5. PUBLIC COMMENT FOR AGENDA ITEMS ONLY:

No one approached the podium to make public comments on the consent agenda items.

6. CONSENT AGENDA:

Mayor Soliman asked if any of the Council members wished to have any items removed from the consent agenda for further discussion. No agenda items were removed.

Mayor Soliman proceeded to read the consent agenda items:

- 6A. Approve the Minutes of the Work Session Meeting Held on December 8, 2025.
- 6B. Approve the Minutes from the Regular Meeting Held on December 15, 2025.
- 6C. Approval of the Regular and Overtime Payroll from December 1, 2025, through December 14, 2025, in the Amount of \$288,948.14, and Approval of the Regular and Overtime Payroll from December 15, 2025, through December 28, 2025, in the Amount of \$300,228.26.



- 6D. Approval of the List of Bills Issued through January 6, 2026, in the Amount of \$1,014,592.65.

Mayor Soliman asked for a motion to approve the consent agenda.

Alderswoman Gazal made a motion to Approve the Consent Agenda. Seconded by Alderman Deserio. Roll Call: Ayes: Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal. Nays: None. MOTION CARRIED.

7. REPORTS & COMMUNICATIONS FROM DEPARTMENTS & ELECTED OFFICIALS

7A. MAYOR'S REPORT:

Mayor Soliman reported that all liquor and tobacco licenses had been reapproved for 2026. He indicated he would have more information regarding the list in the upcoming work session.

7B. CITY CLERK'S REPORT:

1. Approve the Use of the Community Room for the Will County Board Democratic Caucus Meeting for Wednesday, February 18, 2026, and Wednesday, March 18, 2026, at 5:30 pm.

City Clerk Christine Vershay-Hall requested Council approval for the Will County Board Democrat Caucus to use the community room on February 18 and March 18, 2026, at 5:30 pm.

City Clerk Christine Vershay-Hall requested Council approval for the Will County Board Democrat Caucus to use the Community Room on February 18 and March 18, 2026, at 5:30 pm. The request sparked a lengthy discussion among the Council members. Mayor Soliman recommended against approving the motion, emphasizing that a policy had been discussed several months ago regarding the use of the Community Room and expressing that allowing political events might "open a can of worms."

Council members recalled a previous work session where City Attorney Mike Stiff had drafted a policy, but that discussion had not reached a conclusion. Mayor Soliman and others felt it would be prudent to wait for the policy to be finalized.

Aldersperson Oberlin, initially a supporter, decided to withdraw her motion, citing the need for a concrete policy. The absence of this policy led to divergent opinions on whether to allow the caucus to use the community space.

There was speculation concerning why the agenda item was being considered before reaching a final agreement on the policy. City

Attorney Stiff mentioned that specific uses, like those by political groups, could fall outside the policy's scope, depending on the finalized rules.

Alderman Jefferson voiced frustration over what he perceived as inconsistencies, noting that the Community Room had been made available to other groups without dispute, suggesting he saw a double standard at play.

Alderman Gazal made a motion to Approve the Use of the Community Room for the Will County Board Democratic Caucus Meeting for Wednesday, February 18, 2026, and Wednesday, March 18, 2026, at 5:30 pm. Seconded by Alderman Jefferson. Roll Call: Ayes: Jefferson, Gazal. Nays: Deserio, Oberlin, Cipiti, Albert, Kubal, Dyke. MOTION FAILED.

7C. CITY TREASURER'S REPORT:

Treasurer Jamie Malloy thanked Alderman Gazal for putting up and taking down the Christmas decorations. She also thanked Director Gary Richardson and Eric from the Public Works Department for sending staff to help bring down the decorations.

7D. CITY ATTORNEY:

1. Approve Ordinance Amending Title 2 (Administration and Personnel), Chapter 2.92 (Actions Against the City) of the Crest Hill City Code of Ordinances.

Attorney Mike Stiff presented an ordinance to amend Title 2, Chapter 2.92 (Actions Against the City) of the City Code. He clarified that there had been some confusion about when this item would be brought forward, stemming from a previous discussion. At the December 8th work session, there was an informal vote indicating support for repealing the ordinance. However, the minutes also suggested the final decision would be postponed until after a presentation from SWARM. The confusion was increased due to conflicting recollections about whether the Council had agreed to table the decision until after SWARM's presentation, which was slated to provide further explanation on insurance aspects related to the ordinance.

Alderman Cipiti commented that we need to have all the information prior to making the vote. He also commented that the minutes were perfectly clear, and the final decision was to be postponed until SWARM could provide further explanation to make the vote.

Administrator Wing confirmed that there would be a SWARM presentation on January 12<sup>th</sup>, 2026.

Alderman Albert made a motion to approve the ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Actions Against the City) of the Crest Hill City Code of Ordinances. Alderperson Oberlin seconded this motion.

The discussion that followed was animated and pointed, with differing beliefs about whether it was appropriate to move forward without additional context from SWARM.

Alderman Jefferson voiced his frustration, suggesting that personal agendas might be interfering with sound policymaking. He emphasized that the ordinance had been in place for over 50 years and had been rarely used, implying that its immediate repeal might not be urgent. He also reiterated that the informal vote was simply a non-binding consensus and should not substitute for due diligence. He then commented that we need to discuss the real reason why we are doing this and who we do not want to pay attorney fees for.

Alderman Albert argued in favor of the ordinance's repeal, stressing that its current form would obligate taxpayers to cover an individual's legal expenses, a scenario he found untenable. He pointed out that all required information for making an informed decision was already available, and thus there was no need to defer the vote until after the SWARM presentation.

Mayor Soliman asked the City Attorney if the motion fails, is it done or is there a chance to bring it back for further discussion after the presentation January 12<sup>th</sup>. Attorney Stiff commented that he believes it can be brought back, after the SWARM presentation. Mayor Soliman asked if it would pass tonight, could it still be brought back later to repeal. City Attorney Stiff noted that a new version of the ordinance could be drafted in the future if the Council deemed it necessary.

The current ordinance was described as "obsolete and archaic," indicating a need for updating to better align with current operational and legal standards.

Alderman Albert made a motion to Approve Ordinance Amending Title 2 (Administration and Personnel), Chapter 2.92 (Actions Against the City) of the Crest Hill City Code of Ordinances. Seconded by Alderperson Oberlin. Roll Call: Ayes: Oberlin, Albert, Kubal, Deserio, Mayor Soliman. Nays: Jefferson, Gazal, Cipiti, Dyke. MOTION CARRIED. **Ordinance #2044**

Mayor Soliman was asked to vote, and he commented that he did not feel a week would make a difference but with the discussions he felt it is in the best interest now to vote yes.

7E. CITY ADMINISTRATOR:

1. Approve a Resolution Designating and Appointing Public Works Director Gary Richardson as the Alternate Delegate to the Technical Advisory Committee (TAC) to the Grand Prairie Water Commission.

City Administrator Blaine Wing presented a resolution to appoint Public Works Director Gary Richardson as the alternate delegate to the Technical Advisory Committee for the Grand Prairie Water Commission.

Aldерwoman Gazal made a motion to Approve a Resolution Designating and Appointing Public Works Director Gary Richardson as the Alternate Delegate to the Technical Advisory Committee (TAC) to the Grand Prairie Water Commission. Seconded by Alderman Dyke. Roll Call: Ayes: Oberlin, Cipiti, Albert, Kubal, Dyke, Deserio, Jefferson, Gazal. Nays: None. MOTION CARRIED. Resolution #1373

2. Approve the Civil Service Testing Company Agreement for a Total Amount of \$9,000.00.

Interim Employee Relations Manager Dave Strahl presented an agreement with a Civil Service testing company for \$9,000.00. He explained that the City's previous testing method, which required paying a per-participant fee and utilizing JJC as the test site, was no longer available due to the Company's change in their business model to a subscription service.

Several Council members voiced concerns about the expense, particularly considering an upcoming referendum in March which could potentially eliminate Civil Service requirements, thereby making the agreement unnecessary.

Council members questioned why the decision was being rushed without enough time for a work session discussion. Interim Manager Strahl clarified that the \$9,000.00 agreement was necessary to comply with Civil Service rules, as several existing position lists had expired and any delays could lead to candidates losing interest. The application period for two administrative and clerical positions closed on December 19th, and further postponement risked compromising the integrity of the recruitment process.

Administrator Wing commented that we can see what other Civil Service communities are using for their vendor, but this would place the liability onto the City.

Alderman Cipiti asked why this was not a discussion earlier, so they are not having to be faced with making a quick decision without having a work session discussion. Interim Manager Strahl stated that the last time we used the test with E-Skill and JJC was in 2023 and since then there has been no reason to work with them between then and now. Now, it is time to create a new list and when Interim Manager Strahl contacted E-Skill and JJC, he learned that they no longer do that business model anymore.

Alderman Albert made a motion to Approve the Civil Service Testing Company Agreement for a Total Amount of \$9,000.00. Seconded by Alderman Kubal. Roll Call: Ayes: Oberlin, Albert, Kubal, Deserio, Mayor Soliman. Abstain: Gazal, Cipiti. Nays: Dyke, Jefferson. MOTION CARRIED.

There was discussion about whether the motion was carried with only four affirmative votes. City Attorney Stiff advised that with abstentions counting as nays, it was a 4-4 tie, which required the Mayor to break the tie.

### 3. 2025 Highlights

Administrator Wing presented highlights from 2025 across City departments:

#### **Administration:**

- Hiring of several department heads was completed to strengthen the administrative team.
- A Civil Service referendum was successfully placed on the ballot for March 17, 2026, addressing the potential elimination of Civil Service requirements.
- Significant ADA improvements were made to enhance accessibility within the Council Chambers.
- The Council agenda was streamlined with the addition of a consent agenda, allowing more efficient meetings.
- A grocery tax was approved and is now in effect, contributing to City revenues.

#### **Finance:**

- The Finance Department received several prestigious awards, including the Certificate for Achievement for Financial Excellence for the fiscal year ending in 2024.
- Coordination with the Intergovernmental Benefits Plan Committee (IBPC) resulted in an extension of benefits that aligned the City's health plan with an annual plan, freezing rates and realizing savings for both employees and the City.

**Clerk's Office:**

- A successful shred event was organized to cater to community needs for safe document disposal.
- The ongoing food drive in the lobby continued to support local charitable efforts.
- The hiring of a new Administrative Clerk, Linda, which she started her duties at the beginning of the year.

**Community Development:**

- The department saw the onboarding of a new director and two new inspectors to fortify operational capabilities.
- Liquor license hours were adjusted to better facilitate business attraction and retention.
- A total of 831 building permits were issued, marking the highest number since 2008.
- Code enforcement efforts increased, with 1,198 citations issued—more than double the average of the past decade.

**Engineering:**

- The creation of an interactive online construction status webpage improved transparency and information accessibility for ongoing projects.
- Updates to sewer and water tap fees were completed, enhancing infrastructure financing.
- 4,440 feet of water main were replaced, extending the lifespan of the City's water system by approximately 50 years.
- The City completed the resurfacing and rehabilitation of 3.6 miles of City streets.
- An interim review of PFAS (per- and polyfluoroalkyl substances) was conducted as part of the City's transition to Lake Michigan water.

**Police:**

- Initiated the City's first-ever school resource officer program to enhance safety in local schools.
- New 9mm firearms and a red dot sighting system were purchased using task force funds.
- The department was awarded the gold standard from Lexi pool for excellence in policy.
- Numerous community engagement events were hosted, including Neighbors' Night Out, Cop on the Rooftop, and the Polar Plunge.
- The department acquired four new squad cars, funded through grant assistance.

**Public Works:**

- Water letters were issued addressing the presence of lead pipes in the community, aiding public health and safety.

- The City received a Project of the Year award from the APWA Southwest Branch for environmental projects valued under \$5 million, specifically for the East Wastewater Treatment Plant's phosphorus removal upgrades.
- Transitioned to a new Public Works Director, ensuring leadership continuity and operational efficiency.

4. Discussion of Assistant City Administrator/HR Director Job Advertisement, Salary Range and Job Description.

Administrator Wing presented information regarding the proposed Assistant City Administrator/HR Director position. This included details about the job advertisement, a salary range proposed to be between \$140,000 and \$180,000, and the job description. The aim of the position was to consolidate administrative duties and human resources responsibilities into a single role, which was argued to be more cost-effective compared to maintaining separate roles. Administrator Wing emphasized that this would streamline operations and potentially reduce costs in the long run, while also addressing any HR needs consistently.

Alderman Cipiti asked if the budget could support these positions? Administrator Wing commented that the current HR position will cover 85% of this and the new temporary HR position through MGT, and if there is no overlap and we stick with the 40 hours per week we will be on target with our budget.

Alderman Gazal expressed her concern over the proposed salary range, questioning whether the range was justifiably high for the City's size and needs. She was worried about the financial implications of hiring at such a pay scale, especially in comparison to towns like or larger than Crest Hill. In response, Administrator Wing elaborated that the proposed salary fell within the standard range for similar positions within the Chicagoland area, considering the size and demands of Crest Hill. Furthermore, he pointed out that the current HR tasks, which are being managed by a consultant averaging around 35 hours a week, demonstrated the workload necessitating such a position.

The discussion over the salary also touched on regional benchmarks, with Administrator Wing stating that there are assistant positions elsewhere in the Chicagoland area with salaries comparable to the one proposed, sometimes even exceeding the compensation for the main City Administrators in other localities. Despite this explanation, there was still discomfort from Alderman Cipiti, who voiced his disagreement based on a comparison with nearby cities like Joliet. Alderman Cipiti felt that Crest Hill should not pursue salary figures comparable to those of larger neighboring localities that might operate with different economic frameworks and population scales.

Mayor Soliman asked for a motion.

Alderman Albert made a motion to Approve the Assistant City Administrator/HR Director Job Advertisement, Salary Range and Job Description. Seconded by Alderperson Oberlin. Roll Call: Ayes: Albert, Kubal, Dyke, Deserio, Gazal, Oberlin. Nays: Cipiti, Jefferson. MOTION CARRIED.

Alderwoman Gazal requested to have several department heads' salaries reviewed since they are way behind compared to the salaries of the new hires, and she feels we need to take care of the people who have been here.

Alderwoman Gazal commented that the administrator's report from two weeks ago stated no names for requests because the administrator lost the names, but there is a specific item on the report regarding changing the City Clerk and the City Treasurer positions from elected to appointed and she wanted to know who requested that since it is an elected official position.

Alderman Albert commented that he requested that topic since there are many municipalities that have appointed City Clerks and City Treasurers.

Alderwoman Gazal commented that she is shocked that the City Attorney is not advising the Council to not get involved in the movement of offices since there is a legal situation happening with an attorney and commented that the Council should not be involved any longer since there is an attorney.

She also commented that she took offense to the report talking about the elected officials fulfilling their assigned responsibilities. She stated that she has worked here for eighteen years and has gone above and beyond but no one is perfect. Administrator Wing apologized but commented that he has no authority and the Council has the only authority. Alderwoman Gazal commented that we keep moving backwards when we should be moving forward.

Alderwoman Gazal then commented for the record that she will not be making any decisions on something where there is an ongoing legal situation.

Alderman Jefferson commented that he is not in support of just making the Clerk and Treasurer appointed, it should be all three, Mayor, Clerk, and Treasurer. These positions were created when the City of Crest Hill was created including the Mayor, so if you are going to do this it should be done to all three positions.

7F. PUBLIC WORKS DEPARTMENT:  
There were no items to report.

7G. CITY ENGINEER:  
There were no items to report.



- 7H. POLICE DEPARTMENT:  
There were no items to report.

- 7I. COMMUNITY DEVELOPMENT:  
There were no agenda items.

Aldерwoman Gazal mentioned that she had learned a Dollar General store was planned for the former bank property at the corner of Larkin and Plainfield Road. She expressed concern about the proliferation of dollar stores and asked if the City could limit such establishments. City Administrator Wing explained that while zoning and permitting requirements might address issues like inadequate parking, restricting specific types of businesses on private property would be difficult unless the City purchased the property. Administrator Wing stated that he would investigate this.

8. UNFINISHED BUSINESS:  
There was no unfinished business.

9. NEW BUSINESS:  
There was no new business.

10. COMMITTEE/LIAISON REPORTS:

1. Approval of an Ad Insertion Agreement with Shaw Media for the 2026 Heritage Corridor Travel Guide.

Alderman Dyke presented information about the annual ad in the Heritage Corridor Travel Guide. He explained that for \$850, the City could place a quarter-page ad in two publications with a combined distribution of 60,000 copies. He recommended using the 2024 ad design for 2026, with updates, including mention of the 100th anniversary of Route 66.

Mayor Soliman asked for a motion.

Alderman Dyke made a motion to Approve an Ad Insertion Agreement with Shaw Media for the 2026 Heritage Corridor Travel Guide. Seconded by Alderwoman Gazal. Roll Call: Ayes: Albert, Kubal, Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti. Nays: None. MOTION CARRIED.

11. CITY COUNCIL COMMENTS:

Council members expressed appreciation for the accomplishments of 2025 and wished residents a happy new year.

Alderwoman Gazal specifically mentioned that Venezuela had become free on January 3, which was meaningful to her as she was born there.

12. PUBLIC COMMENT:

No one approached the podium for public comment.

13. EXECUTIVE SESSION:

1. 5ILCS 120/2(c)(1): The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.
2. 5ILCS 120/2 (c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Mayor Soliman asked for a motion to go into executive session on 5 ILCS 120/2(c)(1) and 5ILCS 120/2 (c)(11).

Aldersperson Oberlin made a motion to go into executive session on 5 ILCS 120/2(c)(1) and 5ILCS 120/2 (c)(11) at 8:24 p.m. Seconded by Alderwoman Gazal. Roll Call: Ayes: Kubal, Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert. Nays: None. MOTION CARRIED.

Mayor Soliman asked for a motion to reconvene from the executive session on 5 ILCS 120/2(c)(1) and 5ILCS 120/2 (c)(11).

Aldersperson Oberlin made a motion to reconvene from the executive session on 5 ILCS 120/2(c)(1) and 5ILCS 120/2 (c)(11) at 10:21 p.m. Alderman Deserio. Roll Call: Ayes: Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal. Nays: None. MOTION CARRIED.

POSSIBLE ACTION FOLLOWING EXECUTIVE SESSION:1. Possible Adjustment of Employee Compensation

Administrator Wing commented that after having the closed session discussion there would need to be an adjustment to the salary range for the current City Engineer from \$107,926.00 to \$149,312.00. This would result in an increase of \$12,000.00 and still provide the \$6,000.00 stipend, giving a grand total of \$141,100.00 effective January 6, 2026, with changing the title to Director of Engineering.

Motion by Alderwoman Gazal made a motion to increase the City Engineer's salary and change the title to Director of Engineering. Seconded by Aldersperson Oberlin. Roll Call: Ayes: Deserio,

Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke. Naves: None.  
MOTION CARRIED.

2. Possible Relocation of a Physical Office

City Attorney Mike Stiff commented that this would be a motion to relocate the City Treasurer's Office from City Hall to the Public Works building on Oakland Avenue and for Administrator Wing to make the directions given to him in the executive session.

Motion by Alderman Albert made a motion to Approve the Relocation of the City Treasurer's Office from City Hall to the Public Works Building. Seconded by Alderman Deserio. Roll Call: Ayes: Oberlin, Albert, Kubal, Deserio, Mayor Soliman. Naves: Jefferson, Gazal, Cipiti, Dyke. MOTION CARRIED.

3. Possible Authorization of the city Administrator and/or City Attorney to Negotiate a Possible Settlement.

No action was taken.

14. ADJOURNMENT:

There being no further business before the Council, and no action needed from an executive session, a motion for adjournment was in order.

Alderman Albert made a motion to adjourn at 10:25 p.m. Seconded by Alderman Dyke. Roll Call: Ayes: Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke, Deserio, Jefferson. Naves: None. MOTION CARRIED.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2026.

As presented \_\_\_\_\_

As amended \_\_\_\_\_

\_\_\_\_\_  
 CHRISTINE VERSHAY-HALL, CITY CLERK

\_\_\_\_\_  
 RAYMOND R. SOLIMAN, MAYOR

MINUTES OF THE WORK SESSION  
CITY COUNCIL OF CREST HILL  
WILL COUNTY, ILLINOIS  
January 12, 2026

The January 12, 2026, the City Council work session was called to order by Mayor Raymond R. Soliman at 7:02 p.m. in the Council Chambers, 20600 City Center Blvd. Crest Hill, Will County, Illinois.

The following Council members were present: Mayor Raymond Soliman, City Clerk Christine Vershay-Hall, City Treasurer Jamie Malloy, Alderman Scott Dyke, Alderman Angelo Deserio (via phone), Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert, Alderman Joe Kubal.

Also Present were: City Administrator Blaine Wing, Finance Director Glenn Gehrke, Community & Economic Development Director Daniel Ritter, Public Works Director Gary Richardson, City Attorney Mike Stiff.

Mayor Soliman requested a vote to allow Alderman Deserio to participate remotely as he was out of town.

Alderperson Oberlin made a motion to allow Alderman Deserio to participate remotely. Seconded by Alderman Albert. Roll call: Ayes: Dyke, Gazal, Oberlin, Cipiti, Albert, Kubal. Nays: None. Abstain: Jefferson. MOTION CARRIED.

**MAYOR**

1. Consideration of Lockport Township Fire Protection District Request for Minor PUD Change to Allow Issuance of Full Building Permit for New Training and Maintenance Facility

Mayor Soliman introduced the request from the Lockport Township Fire Protection District for a minor PUD change. He explained that Fire Chief O'Connor had sent a letter on January 6th requesting an amendment to allow the fire district to proceed with their training facility construction on Division Street while IDOT approval was still pending.

Mayor Soliman noted, it has been a lengthy process in regard to the improvements and turn lanes, which slowed down the construction and this could take additional months for the Fire Department to begin construction.

Community & Economic Development Director Dan Ritter provided technical details, explaining that the Fire District was looking for an approval to be able to start the foundation and the building work. He clarified that while the original PUD approval required IDOT approval before any building permits but going through the IDOT review process as well as just getting approvals and understanding what they want takes time with IDOT. He proposed an alternative condition that would still require

completion of all IDOT requirements but prior to occupancy rather than building permits and all of that has been reviewed and approved.

Fire Chief O'Connor addressed the Council, explaining the situation: "Essentially what we're doing, you can see in the correspondence back and forth, we did not anticipate the process with IDOT going so long, so it seems like a very reasonable requirement at the time when we agreed to this. Obviously, now we're at the point where all work has stopped."

Chief O'Connor detailed that they had a meeting that morning with IDOT and City Administration, noting that it was more a formality and really did not accomplish anything. He also mentioned they had advised IDOT that the traffic study included anticipated traffic for a gun range that was no longer part of the project, though IDOT seemed unmoved by this argument.

Alderman Oberlin asked about the recommended action mentioning a new agreement. Director Ritter confirmed an ordinance with updated conditions would be presented at the next meeting.

Alderman Gazal expressed concern about IDOT delays affecting multiple projects, asking if there is anyone above who is managing these things since they are stopping a lot of our construction. Director Ritter acknowledged this was a common problem across communities.

Mayor Soliman added that Danny Rios from IDOT's District Office was on their Zoom call, showing all key players were involved but progress remained slow.

Chief O'Connor noted they had reached out to Senator Cappell and Representative Manley, "but to no end."

Mayor Soliman conducted an informal vote.

AYES: Ald. Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal.

NAYES: None.

ABSENT: None.

Mayor Soliman updated the Council regarding the 2026 Liquor & Tobacco Licenses.

- 42 Liquor Licenses
- 21 Tobacco Licenses
- 19 Video Gaming Licenses
- BYOB License

He stated that everyone was paid and compliance. He then thanked his Deputy Liquor Commissioner, Dave Stengele and the Mayor's Administrative Assistant, Marybel DeHaro. Also, thanked Administrative Clerk Sam Tilley and the Deputy Clerk Karen Kozierka.

**CLERK**1. Community Room Policy Discussion

City Clerk Christine Vershay-Hall turned the discussion over to the City Attorney Mike Stiff and City Administrator Blaine Wing. Attorney Stiff presented a memo outlining considerations for a community room policy, explaining they have discussed this several times but never landed on exactly what is wanted in the policy.

Attorney Stiff reviewed various policy considerations including eligibility, reservation processes, fees, and restrictions. He emphasized key decision points, such as whether it will be open to anyone or do they want to allow political or religious groups or not, which was a discussion that started at the last meeting.

Alderman Gazal initiated discussion about current practices, explaining that homeowners' associations had been using City facilities for meetings, with police unlocking doors. She expressed concern about the purpose of the room, stating that originally, we were going to open it to residents for small gatherings, which is why the kitchen was designed.

The discussion quickly focused on whether to allow parties versus limiting use to meetings. Alderman Kubal stated firmly, that it has been used for HOA meetings which is reasonable, and he does not think it would be appropriate to use it as a party room for children's parties or showers.

Several Council members agreed that given staffing limitations, the room should be limited to non-profit organizations and HOA meetings rather than private parties. Alderman Gazal noted that the issue is there is not enough staff to monitor the room if used for parties.

Extensive discussion followed about whether room reservations should require Council approval. Mayor Soliman commented that he thought having a policy would avoid everything having to come before the City Council and go straight to the Clerk's Office to reserve.

Clerk Vershay-Hall indicated she was comfortable making decisions for HOAs and non-profit organizations.

Alderman Albert preferred that the City Administrator's Office would oversee this.

City Attorney Stiff methodically went through policy elements, with the Council deciding:

- No partisan political events or religious activities
- No private social events (parties, showers)
- No fees or deposits for approved groups

- Users responsible for cleanup
- No alcohol allowed
- Hours limited to regular business hours

Alderman Cipiti suggested reviewing other communities' policies, specifically mentioning provisions for random checks by police. The discussion became quite detailed about enforcement and liability, with Attorney Stiff explaining the need for an indemnity agreement.

After extensive back-and-forth about specific language and provisions, City Attorney Stiff indicated he would draft a comprehensive policy incorporating the Council's decisions and bring it back for final review.

This item will be placed on the Consent Agenda.

### **TREASURER**

There were no agenda items.

### **CITY ADMINISTRATOR**

#### 1. SWARM Presentation

City Administrator Blaine Wing introduced Mike Alesia from Alliant Insurance Services, the insurance broker for SWARM (Southwest Agency for Risk Management). Mr. Alesia explained that SWARM was created in 1982 as a cooperative insurance pool, with Crest Hill as a founding member.

Mr. Alesia provided a detailed overview of SWARM's insurance structure, explaining the layered coverage:

- SWARM has a primary insurance layer with Obsidian through the first ten million dollars with a 40-million-dollar aggregate.
- Second layer is a 5-million-dollar excess of ten million.
- Arch has the top layer of five million excess of 15 million.

So, SWARM enjoys a 20-million-dollar limit shared by its members.

Mr. Alesia explained the loss fund concept, which the loss fund is a pool of money that SWARM has, we have about sixteen million dollars, seventeen million dollars to pay all claims underneath the deductible. This meant that for major claims, the City would not pay directly - the loss fund would cover the retention amounts.

Alderwoman Gazal asked questions about coverage for elected officials, specifically about internal disputes. She asked if she were discriminated against internally, could she hire SWARM to defend her.

Mr. Alesia clarified that SWARM defends the City and its officials when sued in their official capacity but would not provide coverage for one elected official to sue another. This led to an extended discussion where Alderwoman Gazal pressed the point, saying, she was told at a meeting that SWARM would protect the officials against another, and they can eliminate something that was already in place to protect the elected officials against another.

The presenter explained various scenarios, confirming that SWARM provides defense when officials are sued from outside parties but not for internal disputes.

He stated clearly, "SWARM does not sue," when asked if the insurance would cover an official wanting to bring suit.

## 2. FY 2026 Budget Status & General Budget Presentation

City Administrator Blaine Wing presented the budget status, showing that the general fund had spent about \$8.1 million of its \$12.7 million budget, or 64%. He noted, "Typically, at this point in time, we normally would be around 67 percent so we're actually on budget and actually slightly under budget." The general fund reserve stood at a healthy \$13 million.

For enterprise funds (water and sewer), City Administrator Wing noted they were under budget but warned about unplanned maintenance costs, particularly for water pumps. The enterprise reserve fund held \$16 million.

When Alderwoman Gazal asked about the 3% difference, City Administrator Wing explained it represented about \$380,000 under budget. She immediately asked, "Is there a way we can take that money and put it into [a] project that we need, such as the street?"

City Administrator Wing explained these were unrestricted funds that could be allocated by Council and mentioned upcoming discussions about a general fund policy. He noted they were at about 110% of recommended reserves and would be developing a policy to potentially use some funds for one-time capital projects, like the plaza or Division Street improvements.

Finance Director Glenn Gehrke added important context about the revenue side, explaining that budget amendments are based solely on expenses, not revenues, and promised to provide revenue details at the next workshop.

## 3. Fiber Agreement Discussion with MetroNet and Ripple

Two fiber optic companies presented their proposals to bring high-speed internet to Crest Hill. Ben Rusick from MetroNet explained they would bring "100 percent fiber optic infrastructure into town for both residential and commercial use." He detailed their extensive presence in Illinois, having started 9 years ago in Romeoville and Plainfield.



Mr. Ben Ruzick from Metro Net emphasized the benefits: "Your traditional co-ax may have some fiber backbone, and then it's ultimately fed out by co-ax. With 100 percent fiber optic build, it's fiber all the way into the home." He noted that fiber internet had become one of the top three questions from homebuyers and mentioned studies showing home values increase 14-17% when fiber is available.

Mayor Soliman asked if this would be more expensive and Mr. Ruzick responded, stating that it would be less expensive.

Mr. Steve Maher from Ripple Fiber followed, explaining their plans for the entire Will County area, including Joliet and Crest Hill. He detailed their pricing starting at \$65 for five hundred megabits per second, with discounts available for those on public assistance. Both companies emphasized symmetrical upload/download speeds as a major advantage over traditional cable.

Council members expressed confusion about having two companies doing similar work. Alderperson Oberlin asked, "It seems kind of bizarre to me...I'm envisioning everybody digging up and laying all these fiber optics all over the City." Mr. Maher reassured her that the companies typically would not overbuild each other as it was not economically viable, comparing it to not having two electric providers.

It was asked if the customer service is in the United States and both companies have their customer service in the United States.

Technical questions arose about how different speeds could be delivered through the same fiber. The representatives explained it was controlled at the distribution points, not in the fiber itself. After both presentations, the Council agreed to place both agreements on the consent agenda for the next meeting.

Mayor Soliman conducted an informal vote to place this agenda item on the Consent Agenda.

AYES: Ald. Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal.

NAYES: None.

ABSENT: None.

#### 4. Credit Card & Purchasing Policy Update Discussion

Finance Director Glenn Gehrke presented a revised credit card policy aimed at improving control and accountability. Alderwoman Gazal strongly opposed the expansion of credit card holders, stating she felt the credit cards should be managed by department heads and not have so many people with credit cards.

Director Gehrke explained the rationale: "What we're doing now is actually giving the credit card to the person. Now that person is specifically

controlled. It is their credit card. They're responsible for that." He described recent problems where charges could not be identified because cards were shared among departments, citing a specific incident where they had to contest a \$465 charge because no one could identify who made it.

Finance Director Gehrke stated that the preferred method would be a purchase order but in some circumstances a card is needed for an online purchase or if it is an emergency purchase. Director Gehrke stated that we want to keep the credit card purchases at a minimum.

Director Gehrke commented that individual cards with specific limits and names would provide better control than the current system of department cards with \$20,000 limits being passed around.

City Treasurer Jamie Malloy expressed skepticism about issuing more cards, warning about the challenges of recovering funds if employees misused cards and then resigned.

Alderman Oberlin strongly supported the proposal and commented that if something happens with one card, you can close that card immediately and it is not going to affect everybody.

Alderman Jefferson suggested suspending credit card use entirely until proper controls were in place.

Alderman Cipiti commented that there is still potential that the credit card will be handed off to someone else.

Alderman Dyke commented that no one is going to want their credit card with their name on it given to someone else and will be more cautious about the credit card.

Alderman Deserio feels this will be more proficient for the City.

Mayor Soliman conducted an informal vote for the reorganization of the Credit Card with the correction to remove the sharing of the card in the Credit Card Policy.

Alderman Cipiti and Alderwoman Gazal passed originally and then Alderman Cipiti was undecided.

AYES: Ald. Kubal, Albert, Oberlin, Deserio, Dyke.

NAYES: Ald. Jefferson.

ABSTAIN: Ald. Gazal.

UNDECIDED: Ald. Cipiti.

ABSENT: None.

Mayor Soliman asked Alderwoman Gazal for her vote, after passing. Alderwoman Gazal stated that the Mayor had his votes, and she is still undecided and would like more time to think about this and vote at the

Council meeting. She then informed the Mayor that he cannot make her vote. Mayor Soliman stated that yes, he cannot force her to vote, but her job is to make a vote. Alderwoman Gazal commented that she knows she has a job, and she does not have to make a straw vote, and she knows her responsibilities and does not need to be told by the Mayor and the City Administrator what she needs to do. Alderwoman Gazal then stated she is abstaining.

This will be on the agenda Monday, January 19, 2026.

5. Updated Agreements with Azavar and SpyGlass

Administrator Blaine Wing introduced the topic of updated agreements with two firms, Azavar and SpyGlass, both involved in auditing City costs to identify potential savings. The City of Crest Hill's partnership with Azavar began in 2013, whereas SpyGlass has a history stretching back even further. These updated agreements promise to be more beneficial for the City, particularly noting that SpyGlass has adjusted their terms to reduce the return window from 36 months to a more favorable 12 months.

During the discussion, Alderperson Oberlin raised a concern regarding outdated information in the documents, specifically pointing out that the address listed was 1610 Plainfield Road, the former location of City Hall. Recognizing the error, Administrator Wing agreed that this needed to be corrected and committed to ensuring the documents would be updated to reflect the city's current address.

Administrator Wing elaborated on the engagement with these firms, highlighting that both Azavar and SpyGlass are strategic partners focused on scrutinizing various City expenses to uncover savings opportunities, such as telecommunications and utility audits. Through extensive negotiations, the City was able to secure terms that provide better returns, especially focusing on efficiency and financial prudence.

The conversation also touched on the mechanism through which these firms operate. Primarily, they analyze current expenditures and contracts, offering insights into overpayments or cost-saving opportunities that can then be leveraged to reduce overall municipal expenses.

The Council expressed its support for moving forward with these revised agreements, recognizing the value in continuing collaboration with Azavar and SpyGlass to optimize the City's financial management.

Mayor Soliman conducted an informal vote.

AYES: Ald. Gazal, Deserio, Dyke, Oberlin, Cipiti, Kubal,

NAYES: None.

ABSENT: Ald. Albert.

PASSED: Ald. Jefferson.

6. Request by City Council Member Discussion

City Administrator Blaine Wing presented a list of about ten topics that Council members had requested for future discussion. He noted he had not tracked who made each request as they came via various informal methods - sticky notes, hallway conversations, texts, etc.

Given the late time (approaching 10 PM), the Council agreed to table this item for a future meeting. Administrator Wing suggested that going forward, requests should be made formally during Council meetings or work sessions so they could be properly recorded by the Clerk.

Mayor Soliman asked if anyone had any objections to table this agenda item and having this at a future work session meeting. There were no objections.

7. Labor Attorney Selection Process Discussion

The City received eight proposals for labor and employment legal services. City Administrator Wing explained it had been more than a decade since the City selected a labor firm, and he could not find records of the previous process. He offered two options: have HR and Administration narrow to 3-5 firms for Council to interview or have him interview 3-5 firms and narrow to 2-3 for Council.

Administrator Wing outlined his approach, including creating a matrix evaluating firms' experience with local government, specific unions (MAP and Local 150), attorney availability, and hourly rates. He noted time was critical as labor negotiations with one union would begin in a couple of months. Alderwoman Gazal asked if the City Attorney could provide input, which was agreed to be appropriate.

Council members preferred having Administrator Wing conduct initial interviews and then bring the firm to Council.

## ECONOMIC DEVELOPMENT DEPARTMENT

1. Discuss the Route 66 100th Anniversary Event, Budget, and Signage

Community & Economic Development Director Dan Ritter presented plans for celebrating Route 66's 100th anniversary in 2026. He proposed installing 2-3 photo-opportunity signs similar to the existing one at City Hall, creating a scavenger hunt where people could win gift cards to local businesses.

Proposed locations included Merichka's Restaurant, the new Dunkin' Donuts/Quick Run on Route 66, and Prairie Bluff Golf Course. All locations had tentatively agreed to host signs.

Alderman Dyke asked to use the same sign for all locations to save money.

Alderman Cipiti suggested making signs unique to each location rather than generic Route 66 signs: "Merichka's is famous for the poor boy sandwich. Anyway we could have that on the sign. People getting a selfie with that and the attention that would bring to the restaurant would be, I think, greater than just the plain sign." He also asked about getting the host businesses to contribute financially.

Director Ritter explained that custom designs would increase both cost and timeline, and he doubted businesses would contribute without knowing the return on investment. He emphasized the signs would remain City property and could be relocated for future use.

Discussion about reusing the existing sign revealed it was too large for the gas station site. Several Council members felt it should remain at City Hall where it was popular for photos.

Budget discussions centered on whether to allocate \$40,000.00 or \$50,000.00. Director Ritter recommended \$50,000.00 to provide flexibility for the signs, promotional materials, website updates, and gift cards. He noted individual signs ranged from \$7,000.00 to \$20,000.00, depending on size and design.

Alderman Gazal emphasized the significance of it being the 100<sup>th</sup> Anniversary of Route 66.

Alderman Albert pointed out Crest Hill's delayed response to Route 66 promotion, noting the State had given out millions for Route 66 promotion years earlier. He stated, "Some of these communities along Route 66 are very, very impressive with what they've done to promote tourism."

The Council supported a \$50,000.00 budget, though Alderman Dyke preferred \$40,000.00. Director Ritter agreed to solicit design preferences via email and pursue grants from Heritage Corridor and JADA to offset costs.

2. Text Amendments to the City of Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook with Respect to Regulations Governing Non-Conforming Uses and Structures, Court Reporter Requirements for Development Applications, and Parking Lot, Driveway, and Street Access Regulations

Community & Economic Development Director Dan Ritter briefly explained these amendments addressed longstanding issues that had hindered development and created unnecessary variance requests. He specifically mentioned the court reporter's requirement for special use applications as an example of requirements that added cost and complexity.

The Planning Commission had unanimously recommended the amendments. Alderman Kubal responded, "If this will make it easier and more efficient to bring new business in, I'm all for it."

The item was approved for the next Council meeting agenda.

3. QuikTrip's Request for the Approval of a Fourth Amendment to the Purchase Contract for the Old City Hall Site

Community & Economic Development Director Dan Ritter returned with yet another extension request for the QuikTrip purchase contract. He explained that IDOT issues had been resolved, and design amendments were made, but QuikTrip still needed to complete zoning approvals, including a driveway variance and subdivision request.

The timeline would have zoning items in February, City Council approval in early March, with closing within 30 days of zoning approval. The extension would be for 90 days or 30 days after zoning approval, whichever came first.

Director Ritter emphasized that this should be our last extension, correct unless there is an unforeseen circumstance.

Mayor Soliman conducted an informal vote.

AYES: Ald. Kubal, Albert, Oberlin, Jefferson, Deserio, Dyke.

NAYES: Ald. Cipiti, Gazal,

ABSENT: None.

The informal vote passed with Alderman Cipiti maintaining his consistent opposition, stating "I'm going to be consistent on my vote on this and I'm a no."

Alderman Dyke raised a constituent concern about yard waste still at curbs past the collection deadline. This sparked brief discussion about whether Public Works should provide special pickups.

Community & Economic Development Director Dan Ritter explained that other communities with leaf vacuum equipment could oversee this, but Crest Hill lacked such expensive machinery. It was noted that residents could still dispose of yard waste in regular garbage.

**ENGINEERING DEPARTMENT**

There were no agenda items.

**POLICE DEPARTMENT**

There were no agenda items.

**PUBLIC WORKS DEPARTMENT**

There were no agenda items.

## **PUBLIC COMMENTS**

Resident Linda Dyke spoke about the credit card issue, contrasting it with her church workplace where employees cannot make purchases directly. She stated her intentions is to FOIA monthly credit card statements to see what is being purchased with these credit cards because as a taxpayer, she feels she has a right to know.

Linda Dyke also questioned whether the Finance Department's three employees working 120 hours per week total could not properly monitor purchases, suggesting a time study might be needed.

Resident Stuart Soifer recommended the RAMP system for credit card controls, explaining how it provided immediate notifications and receipt requirements whenever purchases were made. He also noted that the Community Room policy should specify that all events must be open to the public since it is a taxpayer-funded facility, as is required at the library.

## **EXECUTIVE SESSION**

1. 5ILCS 120/2(c)(2): The collective negotiating matters between the public body and its employees or their representative, or deliberations concerning salary schedules for one or more classes of employees.

Alderman Gazal made a motion to go into executive session for 5ILCS 120/2(c)(2). Seconded by Alderman Oberlin. Roll Call: Ayes: Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke. Nays: None. MOTION CARRIED.

Executive session: 10:37 PM.

Alderman Oberlin made a motion to reconvene from the executive session for 5ILCS120/2(c)(2). Seconded by Alderman Deserio. Roll call: Ayes: Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke, Deserio. Nays: None. MOTION CARRIED.

Reconvened: 10:57 p.m.

There being no further business before the Council, and no action needed from the executive sessions, the meeting is adjourned.

The meeting adjourned at 10:57 p.m.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2026.  
As presented \_\_\_\_\_  
As amended \_\_\_\_\_

\_\_\_\_\_  
CHRISTINE VERSHAY-HALL, CITY CLERK

\_\_\_\_\_  
RAYMOND R. SOLIMAN, MAYOR

DRAFT





## City Council Regular Meeting Agenda Memo

Crest Hill, IL

**Meeting Date:** January 19, 2026

**Submitter:** Daniel Ritter, AICP, Community and Economic Development Director  
 Ronald Mentzer, Community and Economic Development Consultant  
 Atefa Ghaznawi, AICP, LEED AP, City Planner

**Department:** Community Development

**Agenda Item:** Plan Commission recommendation on application of the City of Crest Hill for Text Amendments to the City of Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook with Respect to Regulations Governing Non-Conforming Uses and Structures, Court Reporter Requirements for Development Applications, and Parking Lot, Driveway, and Street Access Regulations (Case # TXT-25-2-12-1)

### Summary:

During the administration, interpretation, and enforcement of the City's Zoning Ordinance, Code of Ordinances, and Development Handbook, Community Development Department staff continue to identify a variety of Zoning Ordinance and procedural requirements that unnecessarily complicate the City's development review and entitlement process, lack sufficient detail, and/or are difficult to interpret and administer effectively. The City of Crest Hill (the "Applicant") has requested approval of the following text amendments to address these deficiencies:

1. Amend Court Reporter Requirements for Development Applications in Steps 6 and 10 of Section 1 Development Process Description of the Crest Hill Development Handbook.
2. Amend Section 5.5 Sale of a Non-Conforming Use of the Crest Hill Zoning Ordinance to clarify zoning ordinance compliance requirements for non-conforming uses at time of the sale, transfer, or conveyance.
3. Remove Sub-Section (I)(8) Access from Section 15.04.040 Standards for Structural Appearance and Site Location Plans, Chapter 15.04 Building Requirements of the Crest Hill Code of Ordinances and add new parking lot, driveway, signage and striping requirements and site access regulations to Section 11.6 Design, Development, and Maintenance of the Crest Hill Zoning Ordinance.

The overall goal of these amendments is to clarify City requirements, reduce regulatory conflicts, eliminate unnecessary regulatory barriers, and maintain narrowly tailored regulations that support the City's goals for orderly growth, economic vitality, and neighborhood character.

The Plan Commission conducted the required public hearing for this application at its December 11, 2025 meeting and recommended unanimous but conditional approval of the requested text amendments.

Additional details on the scope and need for these text amendments are provided in the December 11, 2025, Plan Commission staff report for this request. A copy of that staff report is attached to the draft ordinance the City Attorney and staff have prepared to memorialize the approval of the Plan Commission recommended text amendments and included with the agenda packet backup materials for this item as Exhibit B.

At the January 12, 2026 City Council Work Session, the case was presented and a discussion took place about the requested Text Amendments. No alterations were requested to the draft Ordinance that was attached to the packet. As such, the attached Ordinance and Exhibits are the same as the packet presented at the Work Session.

**Council Action Requested:** Community Development Staff recommend that the City Council approve the Ordinance pertaining to the Text Amendments to the Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook with respect to regulations governing Non-Conforming Uses and Structures, Court Reporter Requirements for Development Applications, and Parking Lot, Driveway, and Street Access Regulations (Case # TXT-25-2-12-1).

#### **Attachments**

- Attachment A – December 11, 2025, Draft Plan Commission Meeting Minutes
- Attachment B - An Ordinance Approving Text Amendments to the Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook with Respect to Regulations Governing Non-Conforming Uses and Structures, Court Reporter Requirements for Development Applications, and Parking Lot, Driveway, and Street Access Regulations – Application of City of Crest Hill (with Associated Exhibits)

MINUTES OF THE  
CREST HILL PLAN COMMISSION

The December 11, 2025, Plan Commission meeting was called to order by Chairman Bill Thomas, at 7:00 p.m. in the Council Chambers of the City Center, 20600 City Center Boulevard, Crest Hill, Will County, Illinois.

The Pledge of Allegiance was recited in unison.

Roll call indicated the following present: Chairman Bill Thomas, Commissioner Ken Carroll, Commissioner Gordon Butler, Commissioner Jeff Peterson, and Commissioner John Stanton.

Also present were: Community & Economic Development Director Dan Ritter, City Planner Atefa Ghaznawi, and Executive Secretary Samantha Tilley.

Absent were: Commissioner Cheryl Slabozeski, Commissioner Marty Flynn, and City Attorney Mike Stiff.

APPROVAL OF MINUTES: Chairman Thomas asked for a motion to approve the minutes from the Plan Commission meeting held on November 13, 2025, for Commission approval.

(#1) Motion by Commissioner Peterson seconded by Commissioner Carroll, to approve the minutes from the Plan Commission meeting held on November 13, 2025.

On roll call, the vote was:

AYES: Commissioners Peterson, Carroll, Stanton, Butler, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

There being five (5) affirmative votes, the MOTION CARRIED.

PUBLIC HEARING: Chairman Bill Thomas presented Case Number TXT-25-2-12-1, a request of the City of Crest Hill seeking approval of the following text amendments to the Crest Hill Zoning Ordinance, Crest Hill Code of Ordinances, and Crest Hill Development Handbook to Remove Sub-Section (I)(8) Access from Section 15.04.040 Standards for Structural Appearance and Site Location Plans, Chapter 15.04 Building Requirements of the Crest Hill Code of Ordinances, Add Amended Access Requirements and Sign Requirements to Section 11.6 Design, Development, and Maintenance of the Crest Hill Zoning Ordinance, Amend Section 5.0 of the Crest Hill Zoning Ordinance to clarify zoning ordinance compliance requirements for non-conforming uses at time of the sale, transfer, or conveyance, and Amend Court Reporter Requirements in Steps 6 and 10 of Section 1 Development Process Description of the Crest Hill Development Handbook.

Chairman Thomas asked if the paperwork was in order. The necessary paperwork was in order.

Chairman Thomas asked for a Motion to Open the Public Hearing on Case Number TXT-25-2-12-1.

(#2) Motion by Commissioner Carroll seconded by Commissioner Peterson, to open a public hearing on case number TXT-25-2-12-1.

On roll call, the vote was:

AYES: Commissioners Carroll, Peterson, Stanton, Butler, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

There being five (5) affirmative votes, the MOTION CARRIED.

The Public Hearing was opened at 7:04 p.m.

Chairman Thomas asked the Community & Economic Development Director Daniel Ritter to present the specifics on this case.

Community & Economic Development Director Daniel Ritter presented the case to the Commission. He explained that the proposed text amendments represented the first of several planned improvements to the City's ordinances based on staff review. He noted that these amendments address issues that have proven to be barriers for staff and developers and were not functioning as intended.

Director Ritter outlined the three main components of the amendments:

1. Eliminating court reporter requirements for hearings. He explained that these are outdated requirements since meetings are recorded and minutes are publicly available. The current requirement creates an unnecessary cost for applicants and can delay meetings if a court reporter is not available.
2. Clarifying regulations regarding non-conforming uses and structures when properties are sold or transferred. The current language has been interpreted inconsistently and could be read to require bringing entire properties into conformance with current code at the time of sale, which was not the intent. This has been especially problematic for commercial properties like existing shopping centers. The amendment would clarify what type of non-conforming situations it addresses and makes it clear that non-conforming non-residential and multi-family uses and structures need to be brought into compliance with the detailed provisions of Section 5 in conjunction with the sale transfer or conveyance of the same.
3. Revising requirements for driveway/right of way access: The current driveway and access requirements and restrictions (minimum width of 20 feet and maximum width of 30 feet) apply to all zoning districts (residential, commercial, and industrial) and are impractical and inconsistently enforced. The proposed amendments allow more flexibility by defining different requirements and restrictions for residential, commercial, and industrial properties. The amendment also provides some administrative flexibility for the Community Development Director and City Engineer to approve minor variances based on public safety or engineering needs.

Chairman Thomas asked the Commissioners if they had any questions. There were no questions.

Chairman Thomas asked if anyone in the audience would like to make a public comment, but no one from the audience spoke on the matter.

Chairman Thomas asked for a motion to close the public hearing on case number TXT-25-2-12-1. (#3) Motion by Commissioner Butler seconded by Commissioner Peterson, to close the public hearing on Case Number TXT-25-2-12-1.

On roll call, the vote was:

AYES: Commissioners Butler, Peterson, Carroll, Stanton, and Chairman Thomas.

NAYES: None.

ABSENT: Commissioners Slabozeski, Flynn.

There being five (5) affirmative votes, the MOTION CARRIED.

The Public Hearing was closed at 7:15 p.m.

Chairman Thomas commented that he had discussed these amendments in depth with staff and appreciated the substantial work that went into developing them. He noted that the code of ordinances was developed quite some time ago and needed to be updated to reflect current conditions. He stated that the amendments would benefit both City staff and applicants by clarifying requirements and reducing costs in the permitting process.

Chairman Bill Thomas asked for a motion for approval to recommend to the City Council the requested Text Amendments related to Case # TXT-25-2-12-1 to the City of Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook for Driveway/ Right of Way Access Requirements, Regulations for Non-Conforming Buildings, Structures, Uses and Lots, and Court Reporter Requirement for Development Applications.

(#4) Motion by Commissioner Carroll seconded by Commissioner Peterson, to recommend to the City Council the requested Text Amendments related to Case # TXT-25-2-12-1 to the City of Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook for Driveway/ Right of Way Access Requirements, Regulations for Non-Conforming Buildings, Structures, Uses and Lots, and Court Reporter Requirement for Development Applications.

On roll call, the vote was:

AYES: Commissioners Carroll, Peterson, Stanton, Butler, Chairman Thomas.

NAYES: None.

ABSENT: Commissioners Slabozeski, Flynn.

There being five (5) affirmative votes, the MOTION CARRIED.

Chairman Thomas announced that this will be forwarded to the City Council and to keep in mind that the Plan Commission is a recommendation body only. The City Council will hear about this case at the January 12, 2026, at the Work Session Meeting and then again on January 19, 2026, City Council meeting for formal vote.

OTHER BUSINESS: Director Ritter informed the Commission that the Comprehensive Plan update had been presented to City Council at their last workshop on December 8, 2025, and it was recommended to move forward. The contract with House of Levine (who developed the 2014

Comprehensive Plan) will go to City Council for final approval on Monday, December 15, 2025. He explained that they would be conducting an "express" update of the plan, auditing what has been accomplished since 2014 and identifying current goals and needs.

Director Ritter noted that the update process would begin in February or March of 2026 and should be completed before the end of 2026. The Plan Commission will be involved in this process, potentially including a combined meeting with the City Council. He emphasized that the plan would incorporate public input through surveys and open houses, as it is intended to be the City's plan, not just staff or the Council's.

Director Ritter expressed enthusiasm for the update, stating it would help guide staff in planning, budgeting, and focusing efforts. He encouraged Commissioners to review the current comprehensive plan on the City's website to prepare for the update process.

Chairman Thomas expressed that the Commission was looking forward to participating in the update and appreciated the opportunity to help shape the City's future direction.

Commissioner Carroll wished everyone a Merry Christmas and a Happy New Year.

PUBLIC COMMENTS: There were no public comments.

There being no further business before the Commission, a motion for adjournment was in order.

(#5) Motion by Commissioner Peterson seconded by Commissioner Butler, to adjourn the December 11, 2025, Plan Commission meeting.

On roll call, the vote was:

AYES: Commissioners Peterson, Butler, Carroll, Stanton, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

There being five (5) affirmative votes, the MOTION CARRIED

The meeting was adjourned at 7:25 p.m.

As approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

As presented \_\_\_\_\_

As amended \_\_\_\_\_

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BILL THOMAS, COMMISSION CHAIRMAN

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE CREST HILL ZONING ORDINANCE, CODE OF ORDINANCES, AND DEVELOPMENT HANDBOOK WITH RESPECT TO REGULATIONS GOVERNING NON-CONFORMING USES AND STRUCTURES, COURT REPORTER REQUIREMENTS FOR DEVELOPMENT APPLICATIONS, AND PARKING LOT, DRIVEWAY, AND SITE ACCESS REGULATIONS (APPLICATION OF CITY OF CREST HILL)**

**WHEREAS**, the City Council of the City of Crest Hill has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-13-1 (the “Code”) authorizes the corporate authorities to enact zoning ordinances that regulate land use within the City, which the City Council has exercised by enacting the Crest Hill Zoning Ordinance (the “Zoning Ordinance”); and

**WHEREAS**, the Code states that text amendment requests shall be permitted only upon the finding of certain requirements listed in the Code; and

**WHEREAS**, the City of Crest Hill has enacted procedures, requirements, and standards for text amendments in Section 12.8-2 of the Crest Hill Zoning Ordinance; and

**WHEREAS**, the City of Crest Hill (the “Applicant”) through its Community Development Department submitted an application for certain text amendments to the Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook to amend and further define regulations governing non-conforming uses and structures, court reporter requirements for development applications, and parking lot, driveway, and site access regulations (“the Application”); and

**WHEREAS**, the Application seeks to further define and regulate, through text amendments regulations governing non-conforming uses and structures, court reporter requirements for development applications, and parking lot, driveway, and site access regulations as follows:

- Amend Court Reporter Requirements for Development Applications in Steps 6 and 10 of Section 1 Development Process Description of the Crest Hill Development Handbook.
- Amend Section 5.5 Sale of a Non-Conforming Use of the Crest Hill Zoning Ordinance to clarify zoning ordinance compliance requirements for non-conforming uses at time of sale, transfer, or conveyance.
- Remove Sub-Section (I)(8) Access from Section 15.04.040 Standards for Structural Appearance and Site Location Plans of Chapter 15.04 Building Requirements of the Crest Hill Code of Ordinances.

- Add new parking lot, driveway, signage and striping requirements and site access regulations to Section 11.6 Design, Development, and Maintenance of the Crest Hill Zoning Ordinance.

(collectively the “Proposed Text Amendments”); and

**WHEREAS**, the Crest Hill Plan Commission, after proper notice thereof given, conducted a public hearing on the Application on December 11, 2025; and

**WHEREAS**, based on the evidence presented at the public hearing and upon making the following findings, which are more fully detailed in the Findings and Decision attached hereto as Exhibit A, the Plan Commission recommended unanimous but conditional approval of the proposed text amendments outlined in the redline exhibits included in December 11, 2025, Community Development Department Staff Report attached thereto as Exhibit 1 (the “Staff Report”):

- A. The text amendments would have a positive effect on comprehensive planning in the community, and the proposed amendments would be consistent with Crest Hill’s planning objectives; and
- B. The proposed text amendments would improve consistency with other related provisions found in the City’s various ordinances; and
- C. Property owners throughout the community, in similar zoning classifications, would benefit from the proposed zoning text amendments; and
- D. The proposed text amendments will ameliorate a condition in this Ordinance which is, from a legal or administrative standpoint, deficient; and
- E. The zoning text amendments are needed to improve the efficiency and effectiveness of the City’s interpretation and administration of its ordinances; and
- F. If adopted, the text amendments will not require other provisions of this Ordinance to be changed or modified; and

**WHEREAS**, the Plan Commission’s recommendation to approve the requested text amendments was made subject to the text amendments being implemented in substantial conformance with the redlined exhibits included in the December 11, 2025, Community Development Department Staff Report attached thereto as Exhibit 1 (the “Staff Report”); and

**WHEREAS**, the City Council has reviewed the December 11, 2025, Findings and Decision of the Plan Commission and has considered the presentations and arguments of the Applicant in an open meeting regularly scheduled; and

**WHEREAS**, the City Council finds that it is in the best interests of the City that the recommendation of the Plan Commission be adopted and that the Application be granted subject to the requested text amendments being implemented in substantial conformance with the



application documents referenced in Exhibit 1 to the Plan Commission's Findings and Decision (Exhibit A); and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Crest Hill, Will County, Illinois, as follows:

**SECTION 1:** The Preambles of this Ordinance are incorporated herein by reference.

**SECTION 2:** That the City Council hereby adopts and ratifies the Findings and Decision of the Plan Commission, attached hereto and incorporated by reference herein as Exhibit A, as the findings and decision of the City Council in relation to the Application.

**SECTION 3:** The proposed text amendments outlined in the redlined exhibits attached to Exhibit 1 to the Plan Commission Findings and Decision are hereby approved subject to being implemented in substantial conformance with the application documents referenced in Exhibit 1 attached to Exhibit A.

**SECTION 4:** In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 5:** That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

**SECTION 6:** That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

**SECTION 7:** This Ordinance shall take effect upon its passage according to law.

***[Left Intentionally Blank]***

PASSED THIS 19<sup>th</sup> DAY OF JANUARY, 2026

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Angelo Deserio	<hr/>	<hr/>	<hr/>	<hr/>
Alderwoman Claudia Gazal	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Darrell Jefferson	<hr/>	<hr/>	<hr/>	<hr/>
Alderperson Tina Oberlin	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Mark Cipiti	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Nate Albert	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Joe Kubal	<hr/>	<hr/>	<hr/>	<hr/>
Mayor Raymond R. Soliman	<hr/>	<hr/>	<hr/>	<hr/>

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Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>th</sup> DAY OF JANUARY, 2026.

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Raymond R. Soliman, Mayor

ATTEST:

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Christine Vershay-Hall, City Clerk

## EXHIBIT A

### FINDINGS AND DECISION OF THE PLAN COMMISSION AS TO CASE NO. TXT-25-2-12-1 THE APPLICATION OF CITY OF CREST HILL FOR TEXT AMENDMENTS TO THE CREST HILL ZONING ORDINANCE, CODE OF ORDINANCES, AND DEVELOPMENT HANDBOOK WITH RESPECT TO REGULATIONS GOVERNING NON-CONFORMING USES AND STRUCTURES, COURT REPORTER REQUIREMENTS FOR DEVELOPMENT APPLICATIONS, AND PARKING LOT, DRIVEWAY, AND STREET ACCESS REGULATIONS

THIS APPLICATION, coming before the Plan Commission for hearing and decision, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on December 11, 2025, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

A. That the applicant, the City of Crest Hill, through its Community Development Department Staff has properly filed the Application for Text Amendments.

B. That the application seeks text amendments to the Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook, as outlined in the December 11, 2025 Plan Commission Staff Report, and the proposed text amendments are as follows:

- Amend Court Reporter Requirements for Development Applications in Steps 6 and 10 of Section 1 Development Process Description of the Crest Hill Development Handbook.
- Amend Section 5.5 Sale of a Non-Conforming Use of the Crest Hill Zoning Ordinance to clarify zoning ordinance compliance requirements for non-conforming uses at time of the sale, transfer, or conveyance.
- Remove Sub-Section (I)(8) Access from Section 15.04.040 Standards for Structural Appearance and Site Location Plans of Chapter 15.04 Building Requirements of the Crest Hill Code of Ordinances.
- Add new parking lot, driveway, signage and striping requirements and amended access regulations to Section 11.6 Design, Development, and Maintenance of the Crest Hill Zoning Ordinance.

C. That the application seeking the foregoing text amendments was properly submitted and notice of the application and the Public Hearing were properly published;

D. That no interested parties filed their appearances herein;

H. That the public hearing was opened and called to order on December 11, 2025, the applicant presented evidence and arguments in support of its application on December 11, 2025.

I. That the rules adopted by the Plan Commission for the conduct of Public Hearings by the Plan Commission were duly followed and observed;

J. That the proposed text amendments, as considered under section 12.8-4 of the Zoning Ordinance, meet the six (6) standards for text amendment under section 12.8-4.

**THEREFORE, IT IS THE DECISION OF THE PLAN COMMISSION OF THE CITY OF CREST HILL, ILLINOIS, BASED UPON THE EVIDENCE HEARD BY SAME AND ARGUMENTS AND SUGGESTIONS HEARD AT THE PUBLIC HEARING, AND HAVING DULY CONSIDERED THE MANDATES AND STANDARDS AS SET FORTH IN THE CITY OF CREST HILL, ILLINOIS ZONING ORDINANCE FOR THE GRANTING OF TEXT AMENDMENTS, AS FOLLOWS:**

1. That the approval of the application of City of Crest Hill for text amendments to the Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook with respect to regulations governing non-conforming uses and structures, court reporter requirements for development applications, and parking lot, driveway, and street access requirements is supported by the evidence adduced;

2. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for text amendments to the Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook be approved subject to the text amendments being implemented in substantial conformance with the application documents referenced in the December 11, 2025, Community Development Staff Report for this request.

[Left Intentionally Blank]

Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 11<sup>TH</sup> Day of December 2025 upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Bill Thomas	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
Commissioner Ken Carroll	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
Commissioner Cheryl Slabozeski	<u>          </u>	<u>          </u>	<u>X</u>	<u>          </u>
Commissioner Gordon Butler	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
Commissioner Marty Flynn	<u>          </u>	<u>          </u>	<u>X</u>	<u>          </u>
Commissioner Jeff Peterson	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
Commissioner John Stanton	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>

Approved:

\_\_\_\_\_  
Bill Thomas, Chairman

Attest:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

## EXHIBIT 1

December 11, 2025 Community Development Department Staff Report



**To:** Plan Commission

**From:** Daniel Ritter, AICP, Community and Economic Development Director  
Ronald Mentzer, Community and Economic Development Consultant  
Atefa Ghaznawi, AICP, LEED AP, City Planner

**Date:** December 11, 2025

**Re:** Case # TXT-25-2-12-1: Text Amendments to the City of Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook for Driveway/ Right of Way Access Requirements, Regulations for Non-Conforming Buildings, Structures, Uses and Lots, and Court Reporter Requirement for Development Applications

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## Application Background

During the administration, interpretation, and enforcement of the City's Zoning Ordinance, Code of Ordinances and Development Handbook over the past few months and years, Community Development Department staff have identified a variety of Zoning Ordinance and process requirements that unnecessarily complicate the City's development review and entitlement process, lack sufficient detail, and/or are difficult to interpret and administer effectively. This staff report outlines various process and text amendments to the Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook that staff is recommending be implemented to address these deficiencies. The overall goal of these amendments is to clarify City requirements, reduce regulatory conflicts, eliminate unnecessary regulatory barriers, and maintain narrowly tailored regulations that support the City's goals for orderly growth, economic vitality, and neighborhood character. Refining the regulations governing driveways and street access, sale of non-conforming uses, and court reporter requirements for certain development applications helps ensure the City's development regulations remain consistent with evolving community expectations for development quality and compatibility, area growth patterns, and City policy priorities.

Application documents submitted by Applicant include:

- Exhibit B – Application for Development 2025-12-04
- Exhibit C – Response to Standards for Text Amendment 2025-12-04
- Exhibit D – Redlined Section 1 Development Process Description of the Crest Hill Development Handbook 2025-12-04
- Exhibit E – Redlined Section 5.5 Sale of a Non-Conforming Use, and Section 11.6 Design, Development, and Maintenance of the Crest Hill Zoning Ordinance 2025-12-04
- Exhibit F – Redlined Section 15.04.040 Standards for Structural Appearance and Site Location Plans, Chapter 15.04 Building Requirements of the Crest Hill Code of Ordinances 2025-12-04

## Summary of Proposed Text Amendments

The regulations proposed to be amended include:

1. Amend Court Reporter Requirements for Development Applications in Steps 6 and 10 of Section 1 Development Process Description of the Crest Hill Development Handbook.
2. Amend Section 5.5 Sale of a Non-Conforming Use of the Crest Hill Zoning Ordinance to clarify zoning ordinance compliance requirements for non-conforming uses at time of the sale, transfer, or conveyance.
3. Remove Sub-Section (I)(8) Access from Section 15.04.040 Standards for Structural Appearance and Site Location Plans, Chapter 15.04 Building Requirements of the Crest Hill Code of Ordinances, and add amended Access Requirements and Sign Requirements to Section 11.6 Design, Development, and Maintenance of the Crest Hill Zoning Ordinance.

## Staff Analysis

**Court Reporter Requirements:** The Zoning Ordinance currently requires a court reporter to be present at all public hearings. The full expense for the court reporter is paid for by the applicant. Meetings are now audio and video recorded, streamed, recorded, and posted digitally (on YouTube), with a verbatim recording existing and available to the public. The reality is that this process can be difficult to schedule administratively, is costly to residents and developers, and is outdated with the availability of modern technology. Staff recommend keeping it as an option that the applicant would have to pay for in cases where there may be significant public input or controversy. The amended court reporter requirements will improve staff and applicant efficiency in scheduling meetings, and will reduce an unnecessary cost to residents, businesses, and developers.

**Non-Conforming Buildings, Structures, Uses and Lots:** The current provisions of Zoning Ordinance Section 5 – Non-Conforming Buildings, Structures, Uses and Lots outline in detail if and how legal and illegal non-conforming buildings, structures, uses, and lots can be used, expanded, repaired, or changed and when they must be discontinued. Subsection 5.5 includes language that attempts to address what type of non-conformities need to be eliminated when they non-conforming use or business is sold. While the existing verbiage in Subsection 5.5 is very concise, it is not clear on what non-conforming conditions it is written to address and does not correlate well with other more detailed provisions found in Section 5. As such, the language in this section has been interpreted and applied differently over the last 7 years. This included some confusion with regards to the ability to sell “legal non-conforming” uses and structures that has had property and business owners concerned with the current language.

Staff recommended revisions to Subsection 5.5 would clarify what type of non-conforming situations it addresses and makes it clear that non-conforming non-residential and multi-family uses and structures need to be brought into compliance with the detailed provisions of Section 5 in conjunction with the sale transfer or conveyance of the same.

**Driveway / Right of Way Access:** The current Zoning Ordinance driveway and access requirements and restrictions (minimum width of 20 feet and maximum width of 30 feet) apply to all zoning districts (residential, commercial, and industrial). The proposed amendments allow more flexibility by defining different requirements and restrictions for residential, commercial, and industrial properties. Access points and curb cuts for residential properties will be limited to one per lot. For commercial and industrial properties, the number of access points and curb cuts will be restricted based on the lot width. Overall, the proposed text amendment modernizes driveway and street access regulations to better support



safety, mobility, and urban design objectives while improving clarity and administrative efficiency. Adoption of the amendment will ensure that future development contributes to a safer and more walkable built environment.

### Text Amendment Approval Standards and Findings

Section 12.8-4 of the Zoning Ordinance states the Plan Commission shall recommend, and the City Council shall grant text amendments only when it shall have been determined, and recorded in writing, that all of the following standards are complied with. Staff has drafted the following findings of fact identified in bold italic font. These drafted findings can be modified or changed as the Plan Commission deems fit and based on the specific findings from the public hearing.

1. The effect the text amendment would have on comprehensive planning in the community and the extent to which the proposed amendment would be consistent with Crest Hill's planning objectives.

***The proposed text amendments will positively influence comprehensive planning in the City of Crest Hill by aligning the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook with the long-term land-use vision established in the City's Comprehensive Plan. The proposed text amendments will ensure that development regulations remain consistent with evolving community needs, growth patterns, and policy priorities. By refining the regulations governing driveways and street access, non-conforming uses, and court reporter requirements for development applications, the proposed text amendments will help guide future development in a manner that supports the City's goals for orderly growth, economic vitality, and neighborhood character. It will also improve clarity, reduce regulatory conflicts, and ensure that the City regulations effectively reflect the community's expectations for development quality and compatibility.***

2. The consistency of the proposed text amendment with other provisions in this Ordinance.

***The proposed text amendments will be consistent with the overall structure and intent of the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook. The proposed text amendments will not conflict with existing provisions governing permitted uses, development standards, or procedural requirements. Instead, the proposed text amendments will align with the Crest Hill Zoning Ordinance's purpose of promoting public health, safety, and welfare while ensuring orderly and compatible development throughout the community. By updating or clarifying specific regulatory language, the text amendment will support consistency among the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook and will reduce ambiguities or contradictions between sections. The proposed text amendments will reinforce established zoning principles—such as appropriate land-use regulation, dimensional standards, and protection of neighborhood character—without undermining any existing zoning districts or regulations. Overall, the proposed text amendment will integrate smoothly with the City's current framework and will maintain compatibility with the intent and requirements of all other applicable provisions in the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook.***

3. The degree to which all property owners in the community, zoned in similar classifications, would be benefited or affected by the zoning text amendment; and the extent to which the

proposed amendment would or would not benefit or affect one (1) or a selected and small group of property owners only.

***The proposed text amendments are crafted to apply uniformly to all properties within the City of Crest Hill that share the same zoning classification. The impact will be broad in scope and will not be targeted toward any single parcel or a small group of property owners. By modifying the regulations that govern driveways and street access, non-conforming uses, and court reporter requirements for development applications, the proposed text amendments will provide consistent benefits and obligations to all similarly situated properties. All property owners within the affected zoning classifications will experience the same regulatory changes—whether through enhanced flexibility, clearer standards, improved compatibility requirements, or updated development expectations. This uniform application will ensure fairness and will support the City’s objective of treating comparable properties in a consistent manner. There is no evidence that the proposed text amendments will be intended to advantage or disadvantage one or a limited number of property owners. Instead, the proposed text amendments will advance the overall public interest by improving the function, clarity, and effectiveness of the City regulations for the community as a whole.***

4. The extent to which the text amendment will ameliorate a condition in this Ordinance which is, from a legal or administrative standpoint, deficient.

***The proposed text amendments will help correct deficiencies and inconsistencies in the current Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook by addressing provisions that have become outdated, unclear, or difficult to administer and enforce. From both a legal and administrative standpoint, the existing language creates inconsistencies, limits effective enforcement, or fails to reflect current development practices and community standards. By refining and clarifying the regulations governing driveways and street access, non-conforming uses, and court reporter requirements for development applications, the proposed text amendments will strengthen the legal defensibility of City regulations, will reduce the potential for misinterpretation, and will improve the City’s ability to apply the regulations consistently. Administratively, the proposed text amendment will streamline procedures, will enhance predictability for applicants, and will ensure that the City staff can implement the City regulations more efficiently. Overall, the proposed text amendments will directly ameliorate existing deficiencies and inconsistencies in the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook, and will result in a more coherent, modern, and administratively workable regulatory framework.***

5. The need for the zoning text amendment.

***The proposed text amendments are needed to ensure that the City’s development regulations remain current, effective, and aligned with the City of Crest Hill’s long-term planning goals. As conditions in the community evolve—such as changes in land-use trends, development patterns, or regulatory expectations—periodic updates to the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook are necessary to maintain their relevance and functionality. The proposed text amendments will address gaps, outdated provisions, or unclear language that hinder consistent interpretation or efficient administration of the City regulations governing driveways and street access, non-conforming uses, and court reporter requirements for development applications. The proposed text amendments will also ensure that the City regulations continue to support high-quality development, protect neighborhood***

***character, and provide clear guidance to property owners, developers, and the City staff. Overall, the proposed text amendments are needed to reinforce the integrity of the City regulations, improve their usability, and ensure that the City regulations remain a reliable tool for implementing the City's planning objectives.***

6. Whether or not the proposed text amendment, if adopted, will require other provisions of this Ordinance to be changed or modified and, if so, the way in which the Ordinance will have to be further modified and amended.

***The proposed text amendments are not expected to necessitate significant changes to other sections of the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook. The proposed text amendments have been drafted to integrate with the existing regulatory framework and to function consistently with the current standards, definitions, and zoning district requirements. If any additional modifications are required, they would likely be minor and limited to cross-references, terminology updates, or clarifications intended to maintain internal consistency throughout the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook. These may include adjusting related definitions, aligning procedural language, or updating associated development standards to ensure that all sections operate cohesively. Overall, the proposed text amendments will be incorporated without substantial restructuring of the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook. Any secondary adjustments needed will be administrative in nature and aimed solely at ensuring clarity, consistency, and effective implementation of the updated provisions.***

### **Staff Recommendation**

Based on the drafted findings reflected in this staff report, Staff recommends the following motion to provide a recommendation to City Council. This motion may be amended by any Plan Commission member making the motion based upon the findings of the public hearing. Staff recommends any motion be made in the positive form to correspond with the applicant's request to avoid confusion.

**The Plan Commission recommends City Council approval of the proposed text amendments to (i) court reporter requirements for development applications in Steps 6 and 10 of Section 1 Development Process Description of the Crest Hill Development Handbook; (ii) Section 5.5 Sale of a Non-Conforming Use of the Crest Hill Zoning Ordinance; and (iii) removal of Sub-Section (I)(8) Access from Section 15.04.040 Standards for Structural Appearance and Site Location Plans, Chapter 15.04 Building Requirements of the Crest Hill Code of Ordinances, and addition of amended access requirements and sign requirements to Section 11.6 Design, Development, and Maintenance of the Crest Hill Zoning Ordinance, subject to the proposed text amendments being implemented in substantial conformance with the application documents referenced in the December 11, 2025, Plan Commission Staff Report for petition TXT-25-2-12-1.**

## **EXHIBIT A**

### **Supplemental Text Amendment Approval Facts to Consider Per Crest Hill Zoning Ordinance Section 12.8-4**

1. *The effect the text amendment would have on comprehensive planning in the community and the extent to which the proposed amendment would be consistent with Crest Hill's planning objectives.*
2. *The consistency of the proposed text amendment with other provisions in this Ordinance.*
3. *The degree to which all property owners in the community, zoned in similar classifications, would be benefited or affected by the zoning text amendment; and the extent to which the proposed amendment would or would not benefit or affect one (1) or a selected and small group of property owners only.*
4. *The extent to which the text amendment will ameliorate a condition in this Ordinance which is, from a legal or administrative standpoint, deficient.*
5. *The need for the zoning text amendment.*
6. *Whether or not the proposed text amendment, if adopted, will require other provisions of this Ordinance to be changed or modified and, if so, the way in which the Ordinance will have to be further modified and amended.*



## EXHIBIT B Application for Development

For Office Use Only: **Case Number: TXT-25-2-12-1**

**Project Name:** Text amendments to the Crest Hill Zoning Ordinance, Code of Ordinances, & Development Handbook

**Owner:** City of Crest Hill **Correspondence To:** \_\_\_\_\_

**Street address:** 20600 City Center Blvd **Street address:** \_\_\_\_\_

**City, St., Zip:** Crest Hill, IL 60403 **City, St., Zip:** \_\_\_\_\_

**Phone:** 815-741-5106 **Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Property Address:**

**Street address:** N/A

**Property Information:**

**Lot Width:** \_\_\_\_\_

**City, St., Zip:** \_\_\_\_\_ **Lot Depth:** \_\_\_\_\_

**PIN:** \_\_\_\_\_ **Total Area:** \_\_\_\_\_

\*Submit an electronic version of the legal description only in a Word document to:

[buildingdepartment@cityofcresthill.com](mailto:buildingdepartment@cityofcresthill.com)

**Existing Zoning:** N/A **Existing Land Use:** \_\_\_\_\_

**Requested Zoning:** \_\_\_\_\_ **Proposed Land Use:** \_\_\_\_\_

**Adjoining Properties Zoning and Uses:**

**North of Property:** \_\_\_\_\_

**South of Property:** \_\_\_\_\_

**East of Property:** \_\_\_\_\_

**West of Property:** \_\_\_\_\_

**Purpose Statement (intended use and approval sought):** \_\_\_\_\_

Text amendments to Section 15.04.040 of Crest Hill Code of Ordinances, Sections 5 & 11.6 of Crest Hill Zoning Ordinance, & Section 1 of Crest Hill Development Handbook.

**Development Request:** Please check all that apply and describe:

☐ Rezoning: \_\_\_\_\_

☐ Special Use: \_\_\_\_\_

☐ Variance: \_\_\_\_\_

☐ Planned Unit Development: \_\_\_\_\_

☐ Annexation: \_\_\_\_\_

☐ Plat: \_\_\_\_\_

☒ Other: Text Amendment

**Contact Information** – If not yet known, please indicate as TBD. Check those parties in which copies of all correspondences should be forwarded.

☐ Civil Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Architect: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Builder: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

I agree to be present (in person or by counsel) when the Plan Commission and City Council hear this development request.

Dan Ritter

Signature of the Applicant

12/4/25  
Date

If you (the applicant) are not the owner of record, please provide the owner's signature.



Signature of the Owner

12/4/25  
Date

## EXHIBIT C - Response to the City of Crest Hill Standards for Text Amendments

### 12.8-4 STANDARDS FOR TEXT AMENDMENTS ([ZONING ORDINANCE](#), p-136)

The Plan Commission, within sixty (60) days after the close of the hearing on the proposed text amendment, shall make written findings of fact, and submit same together with a recommendation, to the City Council. In its findings of fact, the Plan Commission shall consider the following:

1. **The effect the text amendment would have on comprehensive planning in the community and the extent to which the proposed amendment would be consistent with Crest Hill's planning objectives.** The proposed text amendments will positively influence comprehensive planning in the City of Crest Hill by aligning the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook with the long-term land-use vision established in the City's Comprehensive Plan. The proposed text amendments will ensure that development regulations remain consistent with evolving community needs, growth patterns, and policy priorities. By refining the regulations governing driveways and street access, non-conforming uses, and court reporter requirements for development applications, the proposed text amendments will help guide future development in a manner that supports the City's goals for orderly growth, economic vitality, and neighborhood character. It will also improve clarity, reduce regulatory conflicts, and ensure that the City regulations effectively reflect the community's expectations for development quality and compatibility.
2. **The consistency of the proposed text amendment with other provisions in this Ordinance.** The proposed text amendments will be consistent with the overall structure and intent of the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook. The proposed text amendments will not conflict with existing provisions governing permitted uses, development standards, or procedural requirements. Instead, the proposed text amendments will align with the Crest Hill Zoning Ordinance's purpose of promoting public health, safety, and welfare while ensuring orderly and compatible development throughout the community. By updating or clarifying specific regulatory language, the text amendment will support consistency among the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook and will reduce ambiguities or contradictions between sections. The proposed text amendments will reinforce established zoning principles—such as appropriate land-use regulation, dimensional standards, and protection of neighborhood character—without undermining any existing zoning districts or regulations. Overall, the proposed text amendment will integrate smoothly with the City's current framework and will maintain compatibility with the intent and requirements of all other applicable provisions in the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook.
3. **The degree to which all property owners in the community, zoned in similar classifications, would be benefited or affected by the zoning text amendment; and the extent to which the proposed amendment would or would not benefit or affect one (1) or a selected and small group of property owners only.** The proposed text amendments are crafted to apply uniformly to all properties within the City of Crest Hill that share the same zoning classification. The impact will be broad in scope and will not be targeted toward any single parcel or a small group of property owners. By modifying the regulations that govern driveways and street access, non-conforming uses, and court reporter requirements for development applications, the proposed text amendments will provide consistent benefits and obligations to all similarly situated properties. All property owners within the affected zoning classifications will experience the same regulatory

changes—whether through enhanced flexibility, clearer standards, improved compatibility requirements, or updated development expectations. This uniform application will ensure fairness and will support the City’s objective of treating comparable properties in a consistent manner. There is no evidence that the proposed text amendments will be intended to advantage or disadvantage one or a limited number of property owners. Instead, the proposed text amendments will advance the overall public interest by improving the function, clarity, and effectiveness of the City regulations for the community as a whole.

4. **The extent to which the text amendment will ameliorate a condition in this Ordinance which is, from a legal or administrative standpoint, deficient.** The proposed text amendments will help correct deficiencies and inconsistencies in the current Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook by addressing provisions that have become outdated, unclear, or difficult to administer and enforce. From both a legal and administrative standpoint, the existing language creates inconsistencies, limits effective enforcement, or fails to reflect current development practices and community standards. By refining and clarifying the regulations governing driveways and street access, non-conforming uses, and court reporter requirements for development applications, the proposed text amendments will strengthen the legal defensibility of City regulations, will reduce the potential for misinterpretation, and will improve the City’s ability to apply the regulations consistently. Administratively, the proposed text amendment will streamline procedures, will enhance predictability for applicants, and will ensure that the City staff can implement the City regulations more efficiently. Overall, the proposed text amendments will directly ameliorate existing deficiencies and inconsistencies in the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook, and will result in a more coherent, modern, and administratively workable regulatory framework.
5. **The need for the zoning text amendment.** The proposed text amendments are needed to ensure that the City’s development regulations remain current, effective, and aligned with the City of Crest Hill’s long-term planning goals. As conditions in the community evolve—such as changes in land-use trends, development patterns, or regulatory expectations—periodic updates to the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook are necessary to maintain their relevance and functionality. The proposed text amendments will address gaps, outdated provisions, or unclear language that hinder consistent interpretation or efficient administration of the City regulations governing driveways and street access, non-conforming uses, and court reporter requirements for development applications. The proposed text amendments will also ensure that the City regulations continue to support high-quality development, protect neighborhood character, and provide clear guidance to property owners, developers, and the City staff. Overall, the proposed text amendments are needed to reinforce the integrity of the City regulations, improve their usability, and ensure that the City regulations remain a reliable tool for implementing the City’s planning objectives.
6. **Whether or not the proposed text amendment, if adopted, will require other provisions of this Ordinance to be changed or modified and, if so, the way in which the Ordinance will have to be further modified and amended.** The proposed text amendments are not expected to necessitate significant changes to other sections of the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook. The proposed text amendments have been drafted to integrate with the existing regulatory framework and to function consistently with the current standards, definitions, and zoning district requirements. If any additional modifications are required, they would likely be minor and limited to cross-references, terminology updates, or clarifications intended to maintain



internal consistency throughout the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook. These may include adjusting related definitions, aligning procedural language, or updating associated development standards to ensure that all sections operate cohesively. Overall, the proposed text amendments will be incorporated without substantial restructuring of the Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook. Any secondary adjustments needed will be administrative in nature and aimed solely at ensuring clarity, consistency, and effective implementation of the updated provisions.

**EXHIBIT D**  
**City of Crest Hill Development Handbook**  
**Section 1: Development Process – Descriptions**

**Step 6: Plan Commission & City Council**

Typically, the rezoning, special use, annexation and variance applications are heard during the preliminary portion of the process, however, when necessary or agreed between the applicant and staff, these items can be completed with the final plat hearings or as a combined preliminary and final process.

6.1. After City Staff completes the appropriate Summary Memos (Appendices I and J), Staff will contact the applicant with the selected meeting date. Additional copies of the required paperwork and fee shall be submitted to the City Clerk's office no later than 25 days before the Plan Commission meeting in accordance with Ordinance No. 1511 (see Appendix H). The required paperwork shall include 30 reduced size copies of the plat of survey, topographic survey, preliminary plat, site plan, applicable applications, and other selected supporting documentation for the project. Exhibits must be folded to a size no greater than 8 ½" X 11".

6.2. You will be required to pay a sign notification fee of \$50.00 for rezoning, special use and variance. City Staff will place the sign on the petitioner's property.

6.3. Verification is done by City Staff that all fees are current. For rezoning, special use and variance cases, Staff submits legal notice to the local newspaper (Herald News). The Herald News will contact the petitioner with the publication cost. This must be paid in advance of publication by cash, credit card or check to the Herald News.

6.4. Public hearings are required for a subdivision, rezoning, special use permit and variations. Please refer to the Zoning Ordinance No. 1511 for details. The petitioner is responsible for notifying surrounding property owners within 300' of the subject property (500' for a PUD) no later than 15 days of the Plan Commission hearing thereon, giving a full description of the action he wishes the Plan Commission to take. Notifications shall occur by either of the two following methods:

6.4.1 Personal Deliver: A letter is prepared with each name and address. Property owner addresses are affixed on notification sheets showing they accepted the notice.

6.4.2 Certified Deliver: If you are unable to contact the property owner by personal delivery or if the property owner refuses to accept the letter by personal delivery,

then a certified letter with return receipt is sent, with the property owner name and address.

Please refer to Appendices D and E for sample documents.

6.5. At the discretion of the Community Development Director and the City Attorney, for any application for development and at the applicant's expense~~For special use~~, the applicant~~is~~ may be required~~responsible~~ to supply a licensed and professional court reporter for the hearing,~~and~~ When applicable, the applicant shall supply to the City Clerk's office a copy of the transcribed proceedings. If the applicant does not supply a court reporter, the case will not be heard. ~~(To hire a reporter, see reporter, court in the yellow pages of the phone book.)~~

6.6. If required, the public hearing will be held at the Plan Commission. The Applicant is responsible or all hearing and/or recording fees with the County.

On the night of the Plan Commission meeting, you will be required to submit to the secretary of the Commission, your paid receipt from the Herald News, your affidavit of notification notarized and copies of the return receipt cards if applicable. If these items are not submitted the night of the meeting, your case will be tabled until a later date.

At the Plan Commission meeting, the Applicant will present the project. The applicant may include input and testimony from any consultants or experts that will support or help explain the request. City Staff will be available to answer questions or provide technical input for the Plan Commission. Members of the audience have the opportunity to ask questions and make comments about the request.

All speakers, including the applicant's representatives, will need to sign in (address, printed name, signature and agenda item). The Plan Commission may ask questions of the applicant and/or their consultants and then make a favorable or unfavorable recommendation to the Council, or postpone a vote to a future meeting.

6.7. When applicable, A a copy of the transcript shall be submitted to City Staff for City Council packets at least one week prior to the City Council meeting. If the Clerk's Office does not receive the transcript or other requested packet information, your case will be tabled until the following meeting.

6.8. Approximately one month but no longer than 80 days after the Plan Commission, the project will be placed on a City Council Meeting agenda. Depending on the complexity of the project, and at the discretion of City Staff, Plan Commission and City Council, the project may be discussed at a City Council work Session prior to a City Council meeting.

6.9 The City Council receives the written decision of findings of fact from the Plan Commission (and transcript, when applicable) and makes the final decisions.

A Schedule Guideline is included in Appendix Z to assist planning and timelines.

#### **Step 10: Plan Commission & City Council**

10.1. After City Staff completes the appropriate Summary Memos (Appendices I and J), Staff will contact the applicant with the selected meeting date. Additional copies of the required paperwork and fee shall be submitted to the City Clerk's office no later than 25 days before the Plan Commission meeting in accordance with Ordinance No. 1511 (see Appendix H). The required paperwork shall include 30 reduced size copies of the plat of survey, topographic survey, preliminary plat, site plan, applicable applications, and other selected supporting documentation for the project. Exhibits must be folded to a size no greater than 8 ½" X 11".

10.2. You will be required to pay a sign notification fee of \$50.00 for rezoning, special use and variance. City Staff will place the sign on the petitioner's property.

10.3. Verification is done by City Staff that all fees are current. For rezoning, special use and variance cases, Staff submits legal notice to the local newspaper (Herald News). The Herald News will contact the petitioner with the publication cost. This must be paid in advance of publication by cash, credit card or check to the Herald News.

10.4. Public hearings are required for a subdivision, rezoning, special use permit and variations. Please refer to the Zoning Ordinance No. 1511 for details. The petitioner is responsible for notifying surrounding property owners within 300' of the subject property (500' for a PUD) no later than 15 days of the Plan Commission hearing thereon, giving a full description of the action he wishes the Plan Commission to take. Notifications shall occur by either of the two following methods:

10.4.1 Personal Deliver: A letter is prepared with each name and address. Property owner addresses are affixed on notification sheets showing they accepted the notice.

10.4.2 Certified Deliver: If you are unable to contact the property owner by personal delivery or if the property owner refuses to accept the letter by personal delivery, then a certified letter with return receipt is sent, with the property owner name and address.

Please refer to Appendices D and E for sample documents.

10.5. At the discretion of the Community Development Director and the City Attorney, for any application for development and at the applicant's expense ~~For special use,~~ the applicant ~~is~~ may be required ~~responsible~~ to supply a licensed and professional court reporter for the hearing, ~~and~~ When applicable, the applicant shall supply to the City Clerk's office a copy of the transcribed proceedings. If the applicant does not supply a court reporter, the case will not be heard. ~~(To hire a reporter, see reporter, court in the yellow pages of the phone book.)~~

10.6. If required, the public hearing will be held at the Plan Commission. The Applicant is responsible for all hearing and/or recording fees with the County.

On the night of the Plan Commission meeting, you will be required to submit to the secretary of the Commission, your paid receipt from the Herald News, your affidavit of notification notarized and copies of the return receipt cards if applicable. If these items are not submitted the night of the meeting, your case will be tabled until a later date.

At the Plan Commission meeting, the Applicant will present the project. The applicant may include input and testimony from any consultants or experts that will support or help explain the request. City Staff will be available to answer questions or provide technical input for the Plan Commission. Members of the audience have the opportunity to ask questions and make comments about the request.

All speakers, including the applicant's representatives, will need to sign in (address, printed name, signature and agenda item). The Plan Commission may ask questions of the applicant and/or their consultants and then make a favorable or unfavorable recommendation to the Council, or postpone a vote to a future meeting.

10.7. When applicable, A a copy of the transcript shall be submitted to City Staff for City Council packets at least one week prior to the City Council meeting. If the Clerk's Office does not receive the transcript or other requested packet information, your case will be tabled until the following meeting.

10.8. Approximately one month but no longer than 80 days after the Plan Commission, the project will be placed on a City Council Meeting agenda. Depending on the complexity of the project, and at the discretion of City Staff, Plan Commission and City Council, the project may be discussed at a City Council work Session prior to a City Council meeting.

10.9. The City Council receives the written decision of findings of fact from the Plan Commission (and transcript, when applicable) and makes the final decisions.

A Schedule Guideline is included in Appendix Z to assist planning and timelines.

## EXHIBIT E

### City of Crest Hill Zoning Ordinance

#### SECTION 5.0 NON-CONFORMING BUILDINGS, STRUCTURES, USES AND LOTS

##### 5.5 SALE OF A NON-CONFORMING USE OR STRUCTURE

No non-conforming non-residential or multi-family use or structure shall be sold, transferred or conveyed unless the same is made to conform to the use regulations of ~~the district in which it is located~~ this section.

#### SECTION 11.0 OFF-STREET PARKING AND LOADING

##### 11.6 DESIGN, DEVELOPMENT, AND MAINTENANCE

Every parcel of land hereafter used as a public or private parking area greater than four (4) spaces, including a commercial parking lot and an automobile sales lot, shall be designed, developed, and maintained in accordance with Section 15.04.040, of the Code of Ordinances, including but not limited to geometric, pavement, screening, landscaping, lighting, curbing and drainage.

###### 11.6-1 PARKING AND LOADING SURFACES

All parking, drive and loading areas must be graded and paved or otherwise improved with Bituminous concrete or Portland Cement Concrete, or other material approved by Council. All such areas shall be improved with curb and gutter. Parking stalls shall be identified by painted striping. The area shall be constructed in a manner that it affords adequate drainage. And no such parking lot or driveway shall be approved by the City until it has been determined that the parking lot or driveway is properly constructed. Only parking areas for heavy machinery located in the rear or side yards may have a gravel surface.

###### 11.6-2 SCREENING AND LANDSCAPING

All off-street parking areas containing more than four (4) spaces shall be effectively screened on each side adjoining or fronting on any property situated in any Residence District, as required by Section 15.04.040 Standards for Structural Appearance and Site Location Plans, of the Code of Ordinances

A landscape island shall be provided at the end of each parking row. The interior of a parking lot with more than twenty (20) cars shall include interior landscape islands at a ratio of one (1) landscape island for every twenty (20) parking spaces or fraction thereof. They shall be evenly dispersed throughout the parking area.

###### 11.6-3 LIGHTING

All parking areas shall be effectively illuminated as required by Section 8.7-4.

**11.6-4 SIGNS**

Accessory signs are permitted on parking areas, in accordance with Section 15.12 of the City Code of Ordinance. All traffic control devices, signage, and striping, located on private drives and parking areas of more than four (4) stalls, shall be consistent with the statutory provisions contained in Chapter 95-1/2, Section 11-209 and 209.1 of the Illinois Vehicle Code and approved by the City Engineer. Most notably, these devices shall comply with applicable standards set forth by the Illinois Department of Transportation (IDOT) or in the Manual on Uniform Traffic Control Devices (MUTCD).

**11.6-5 REPAIR, DISMANTLING, AND MAINTENANCE/SERVICING OF VEHICLES**

The parking area shall not be used for the repair, dismantling, or servicing of any vehicles, equipment, materials, or supplies.

**11.6-6 ACCESSIBLE PARKING FOR PEOPLE WITH DISABILITIES**

Parking facilities and accessible routes must be provided in accordance with the Americans with Disabilities Act and the Illinois Accessibility Code, or any other applicable local law or regulation that requires greater accessibility, the most restrictive shall apply.

**11.6-7 STREET / RIGHT OF WAY ACCESS**

a. Vehicular ingress and egress points (curb cuts) to and from the property into the public right-of-way shall be no less than fifty (50) feet from any street intersection (as measured from the property corner to the nearest side of the curb cut) nor closer than seventy-five (75) feet to another curb cut on the same street.

b. Except as otherwise provided for in this chapter, every building in all zoning districts shall be constructed or erected upon a lot, or parcel of land which abuts upon a street or a permanent easement of access to a street shall be dedicated.

c. Lots with legal non-conforming ingress/egress access points may maintain and resurface the existing driveways and aprons; however, they cannot expand or otherwise alter the driveway, aprons, or ingress/egress points without bringing it into compliance with all applicable regulations of section 11.6-7.

**11.6-7.1 RESIDENTIAL DISTRICTS GENERAL REQUIREMENTS**

a. Minimum residential driveway width shall be nine (9) feet at the lot line. Maximum residential driveway width shall be thirty (30) feet at the lot line. In no instance, shall a residential driveway or combination of driveways have a width greater than fifty (50) percent of the total lot width facing the public right-of-way. It shall be at the discretion of the City Engineer and Community Development Director to restrict driveway width on a case-by-case basis for reasons of public safety and sound traffic engineering practice.

b. Individual residential lots shall not have more than one point of ingress/egress to and from the lot into the public right-of-way for the principal buildings/structures and accessory uses structures on the premises. If the lot is a corner lot, the lot is still limited to only one ingress/egress point.

#### **11.6-7.2 COMMERCIAL DISTRICTS GENERAL REQUIREMENTS**

a. Minimum commercial driveway width shall be twenty (20) feet at the lot line. Maximum commercial driveway width shall be forty (40) feet at the lot line. In no instance shall a commercial driveway or combination of driveways have a width greater than fifty (50) percent of total lot width facing the public right-of-way. It shall be at the discretion of the City Engineer and Community Development Director to restrict driveway width on a case-by-case basis for reasons of public safety and sound traffic engineering practice.

b. Individual commercial lots shall not have more than one point of ingress/egress to and from the lot into the public right-of-way when the total lot width facing the public right-of-way is less than one hundred (100) feet. Access shall be limited to two (2) points of ingress/egress to and from the lot into the public right-of-way if the total lot width facing the public right-of-way is one hundred (100) feet or more.

#### **11.6-7.3 INDUSTRIAL DISTRICTS GENERAL REQUIREMENTS**

a. Minimum industrial driveway width shall be twenty (20) feet at the lot line. Maximum industrial driveway width shall be fifty (50) feet at the lot line. In no instance, shall an industrial driveway or combination of driveways have a width greater than fifty (50) percent of the total lot width facing the public right-of-way. It shall be at the discretion of the City Engineer and Community Development Director to restrict driveway width on a case-by-case basis for reasons of public safety and sound traffic engineering practice.

b. Individual industrial lots shall not have more than one point of ingress/egress to and from the lot into the public right-of-way when the total lot width facing the public right-of-way is less than two hundred (200) feet. Access shall be limited to two (2) points of ingress/egress to and from the lot into the public right-of-way if the total lot width facing the public right-of-way is two hundred (200) feet or more.



4F

**Crest Hill - Buildings and Construction****EXHIBIT F**

**CREST HILL CODE OF ORDINANCES: CHAPTER 15.04: BUILDING REQUIREMENTS**  
**§ 15.04.040 STANDARDS FOR STRUCTURAL APPEARANCE AND SITE LOCATION PLANS**  
**SUB-SECTION (I) REQUIREMENTS**

g. *Other Ground Covers.* Other ground covers such as decorative rock, stone, boulders, bark, wood chips, etc., may be substituted for the required ground coverages as provided herein.

(3) *Applications of Standards to the Landscape Plan.* In reviewing the landscape plan, the Building Commissioner may require such changes or modifications in the types or location of permitted plantings and ground coverings as it may deem reasonable to the end that such required landscaping shall not hinder placement and operation of any improvement or structure related to public utilities located upon the site. It shall be an objective of this code that the requirements and standards set forth herein shall be applied in a manner so as to maximize the screening of proposed uses (including parking, loading and storage) from adjacent roads and highways and from residential uses located upon adjacent parcels of property.

(4) *Parking and Drive Areas.* All off-street parking and drive areas shall be graded and paved or otherwise improved with bituminous concrete or Portland Cement concrete or other "dust free" paving material as approved by the Council. Parking stalls shall be identified by painted striping. Dimensions for stalls and drive aisles shall be in accordance with Table A at the end of this section. Handicapped parking is required in accordance with compliance with the Americans with Disabilities Act requirements or any other applicable local law or regulation that requires greater accessibility.

(5) *Screening/Buffering.* All commercial, industrial and multi-family sites shall be buffered from adjacent single-family sites through the use of landscape berms, plantings and/or fencing to achieve no less than a minimum of 75% visual screen at a minimum mature height of six feet.

(6) *Drainage/Storm Water Controls.* All sites shall be graded so as to prevent storm water run-off from impervious surfaced areas onto adjacent properties. The storm water detention requirements specified in the City Subdivision Regulations shall be applied. A combination of detention storage and controlled release of storm water run-off shall be required for the following:

(a) All sites involving improvements with a net developed area of two acres or more;

(b) All sites involving improvements which have and will have impervious areas of 50% of gross lot area or greater.

1. In cases where improvements will be made to facilities existing prior to the adoption of this section, the percent of imperviousness will be based on the entire parcel. If this percentage is 50% or greater, the storm water detention requirement shall be applied only to the portion of the parcel being improved.

(7) *Lighting.* Exterior lighting shall be shaded, directed or otherwise designed so as to avoid glare onto neighboring residential properties.

(8) ~~[Reserved]. Access. Vehicular ingress and egress points (curb cuts) to/from the site shall be no less than 50' from any street intersection (as measured from the property corner to the nearest side of the curb cut) nor closer than 75' to another curb cut on the same street. Curb cut widths shall be no less than 20' nor more than 30' in width. No more than two curb cuts per site shall be permitted.~~

(9) *Trash Enclosures.* Enclosures surrounding trash receptacles shall be required to provide a 100% visual screen. Such enclosures shall be of masonry or wood construction.



## City Council Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	January 19, 2026
<b>Submitters:</b>	Dan Ritter, AICP, Community and Economic Development Director Ron Mentzer, Community and Economic Development Consultant
<b>Department:</b>	Community & Economic Development
<b>Agenda Item:</b>	Ordinance Granting Lockport Township Fire Protection District's Request for a Minor Change to the Non-Residential Planned Unit Development Conditions in Ordinance 2016 Passed on April 7, 2025

**Summary:**

The PUD ordinance that the City Council approved for the Lockport Township Fire Protection District's (LTFPD) new Division Street training and maintenance facility project (#2016) included numerous approval conditions, including the following one, which impacts when building permits for this project can be issued:

**5. Prior to issuance of any building permit(s), the District must secure IDOT approval for the construction of the proposed driveway improvement and curb cut onto Division Street.**

LTFPD has submitted the January 6, 2026, letter attached as Exhibit 1 to document its request for the City to modify this condition to allow the full building permit for the project to be issued while the IDOT permit review process for the project's Division Street access improvements continues. The letter also explains the rationale behind LTFD's request and documents the Fire District's commitment to comply with all final IDOT permit requirements.

According to Section 10.4-2 of the Zoning Ordinance, *"The City may approve minor changes in the Planned Unit Development which do not change the concept or intent of the development. Minor changes shall be any change not defined as a major change."*

**Background:**

On October 30<sup>th</sup>, 2025, the City issued the site development/grading permit for the project. The majority of the mass site grading for the project has been completed, and the Fire District's contractor is ready to begin foundation work for the building. City staff has received and is prepared to issue a foundation building permit for the project. Staff anticipates it would be able to issue the full building permit for the project before the end of January 2026.

**Staff Conclusions and Recommendation:**

Given the history and scope of this project, staff has determined it would be appropriate for the City Council to review and make a final decision on the requested minor PUD change. The City Attorney recommends any City Council approval of this request be memorialized in a new PUD Ordinance for the project that would include revised language for approval condition #5.

City staff supports the approval of the requested minor amendment based on the following conclusions:

- LTFPD's commitment to comply with IDOT's yet-to-be issued permit requirements for these improvements (see attached Exhibit 1).
- LTFPD's documented and consistent efforts over the past year and a half to secure IDOT's direction on the scope and design of required Division Street access improvements for their project (see attached Exhibit 2).
- The completion and operation of the project would have a positive impact on public safety in the community. The sooner the project is completed, the sooner these benefits will be realized.

Based on these conclusions, City staff recommends approval of a minor PUD change that would replace the existing language of condition #5 with the following language:

**5. Permanent Division Street Access Improvements: No permanent Division Street Access-related improvements shall be constructed prior to IDOT issuing a permit for said improvements. No occupancy permit for the new training and maintenance facility shall be issued until the IDOT-required Division Street access-related improvements have been installed and are operational.**

**Recommended Council Action:** Approval of an Ordinance Granting Lockport Township Fire Protection District's Request for a Minor Change to the Non-Residential Planned Unit Development Conditions in Ordinance 2016 Passed on April 7, 2025.

**Attachments:**

**Exhibit 1** – January 6, 2026, Lockport Fire Protection District Minor PUD Change Request Letter

**Exhibit 2** – Timeline for Lockport Fire District Correspondence With IDOT

**Exhibit 3** – Ordinance Granting Lockport Township Fire Protection District's Request for a Minor Change to the Non-Residential Planned Unit Development Conditions in Ordinance 2016 Passed on April 7, 2025.

# EXHIBIT 1

## **JANUARY 6, 2026, LOCKPORT FIRE PROTECTION DISTRICT MINOR PUD CHANGE REQUEST LETTER**

### *Lockport Township Fire Protection District*

19623 RENWICK ROAD | LOCKPORT, ILLINOIS 60441  
OFFICE 815.838.3287 | FAX 815.838.9141 | WWW.LOCKPORTFIRE.ORG



January 6, 2026

Mayor Ray Soliman  
City of Crest Hill  
20600 City Center Blvd  
Crest Hill, Illinois 60403

Dear Mayor Soliman,

I am writing to formally request an amendment to the previously approved ordinance requiring full building permit approval for the Fire District Training Facility located at 20115 W. Division Street.

The IDOT permit process related to required roadway improvements has been extensive and is currently delaying construction of the facility. We have been actively working with IDOT since November 2024, and despite ongoing communication, the matter remains unresolved. A meeting with state legislators and IDOT representatives is scheduled for January 12, 2026, at which time we are hopeful to receive a final determination regarding the proposed variances. However, it is possible that the final permit approval could still take several additional months.

The Fire District will, of course, comply with all IDOT requirements. Our goal in requesting this amendment is simply to limit further delays in the building process where possible, while the IDOT review continues.

I plan to attend the meeting to answer any questions you or members of the City Council may have regarding this request. I have also attached a timeline of correspondence between the Fire District and IDOT for your review, which may help explain the length and complexity of the process.

Thank you to you and the City Council for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "John O'Connor".

John O'Connor  
Fire Chief

PROUDLY SERVING THE COMMUNITIES OF LOCKPORT, CREST HILL, ROMEOVILLE, NEW LENOX AND THE SURROUNDING UNINCORPORATED AREAS

## EXHIBIT 2

### **TIMELINE FOR CORRESPONDENCE BETWEEN LOCKPORT FIRE DISTRICT AND IDOT**

#### ***Lockport Township Fire Protection District***



**January 6, 2026**

#### **Timeline of Correspondence Between the Lockport Fire District and IDOT**

##### **Regarding Road Improvement Requirements for Training Facility Permitting:**

- **November 15, 2024** – A preliminary review package was submitted to IDOT, including:
  - Traffic Impact Study (TIS) for the Lockport Fire Protection District Training Facility.
  - Conceptual Planned Unit Development (PUD) Site Plan.
  - Three-page Access Road Exhibit illustrating turn movements.
- **November 21, 2024** – IDOT responded, advising that the preliminary review process could take 4–12 weeks.
- **February 19, 2025** – IDOT (Abdul Khalique) issued a response following preliminary review, recommending:
  1. Construction of a westbound left-turn lane at the proposed full access point.
  2. Installation of sidewalks along the frontage of the facility.
- **February 19, 2025** – Dwight Trostle (Pinnacle Engineering Group) responded requesting clarification and noting:
  - Traffic volumes documented in the TIS do not support the need for a westbound left-turn lane, and a revised TIS would not alter those findings.
  - No existing sidewalks, curb, or gutter exist along Division Street between the western property line and Broadway Street (IL 7/53), leaving no infrastructure to connect to or extend.
  - IDOT does not have a recorded right-of-way (ROW) in this area; Pinnacle requested documentation if any exists.
- **February 26, 2025** – IDOT (Jonathan Karabowicz) responded, stating:
  - Independent traffic studies are not definitive in determining roadway mitigation requirements.
  - Sidewalks were requested because IDOT does not construct or maintain sidewalks along state roadways and relies on developments to provide pedestrian accommodations.
- **April 16, 2025** – A request was made for an in-person meeting with IDOT staff to discuss the turn-lane requirement.

- **April 18, 2025** – IDOT denied the meeting request and recommended submitting any disagreements through the written disposition of comments.
- **April 18, 2025** – A follow-up email was sent again requesting a meeting to discuss alternatives, emphasizing that direct dialogue would be more efficient.
- **April 28, 2025** – After no response, a reminder email was sent.
  - Mr. Karabowicz responded, again declining to meet and stating that the left-turn lane was considered a safety issue affecting all motorists on Division Street.
- **May 19, 2025** – Pinnacle Engineering resubmitted plans proposing alternatives to the turn-lane requirement, including:
  1. Extending the existing 35-mph speed limit eastward past the facility (currently 50 mph).
  2. Installing “Emergency Vehicle Entering/Exiting” warning signage in both directions.
  3. Requiring emergency vehicles to activate warning lights when approaching or exiting the facility.
  4. A letter from the Crest Hill Police Department committing to assist with traffic control as needed.
- **May 19, 2025** – IDOT acknowledged receipt of the submission and advised that a follow-up response would be provided after full review.
  - Legislative Engagement – Due to continued delays, the Fire District contacted Representative Manley and Senator Cappel for guidance and assistance.
- **August 4, 2025** – A memorandum was issued by Justin Hammers, Chief of Operations (IDOC), outlining significant security concerns associated with installing a sidewalk along Division Street adjacent to IDOC property.
- **August 12, 2025** – Pinnacle followed up with IDOT regarding the May 19 submission and provided the IDOC memorandum.
- **August 14, 2025** – IDOT (Karabowicz) responded:
  - Stating he was previously unaware of the IDOC memorandum and would review it.
  - Reaffirming IDOT’s position that, while traffic volumes do not warrant a turn lane, engineering judgment is one of the criteria used in making the determination.
  - Acknowledging a legislative inquiry and referencing concerns about “compromising safety for cost”.
- **August 18, 2025** – A response was sent clarifying that IDOC’s security concerns were anticipated and valid and reiterating that the Fire District is not prioritizing cost over safety. The Fire District maintains that the proposed alternatives provide equal or greater safety benefits while avoiding unnecessary taxpayer expense.

## EXHIBIT 3

Ordinance allowing a minor PUD change to the Lockport Fire Protection District's Division Street Training and Maintenance Facility PUD to update Condition 5 of the PUD Ordinance (Ord. 2016, passed 4/7/2025)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING THE LOCKPORT TOWNSHIP FIRE PROTECTION DISTRICT'S REQUEST FOR A MINOR CHANGE TO THE NON-RESIDENTIAL PLANNED UNIT DEVELOPMENT CONDITIONS IN ORDINANCE 2016 PASSED ON APRIL 7, 2025**

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**WHEREAS**, the City Council of the City of Crest Hill has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the Lockport Township Fire Protection District ("District") is the owner of certain property, located within the corporate boundaries of the City, that is commonly known as vacant land located south of W. Division Street, in the City of Crest Hill, Illinois and bearing the current PIN: 11-04-29-200-009-0000 ("Subject Property"); and

**WHEREAS**, on April 7, 2025, the Corporate Authorities passed Ordinance 2016, AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR A NON-RESIDENTIAL PLANNED UNIT DEVELOPMENT, AN INDOOR INSTITUTIONAL USE, AND AN ACCESSORY OUTDOOR FIRING RANGE (GOVERNMENTAL TRAINING PURPOSES), WAIVING CERTAIN PLANNED UNIT DEVELOPMENT SUBMITTAL REQUIREMENTS, AND APPROVING CERTAIN PLANNED UNIT DEVELOPMENT EXCEPTIONS, a copy of which is attached hereto as Exhibit A and fully incorporated herein; and

**WHEREAS**, Ordinance 2016, in Section 5(A)(5) relating to the Special Use Permits and non-residential Planned Unit Development, there is the following condition:

5. Prior to issuance of any building permit(s), the District must secure IDOT approval for the construction of the proposed driveway improvement and curb cut onto Division Street; and

**WHEREAS**, in a letter dated January 6, 2026, the District requested that the Corporate Authorities remove Condition 5 to allow the full building permit for the project to be issued during the IDOT permit review process. In that letter, the District committed to comply with all final IDOT permit requirements; and

**WHEREAS**, Section 10.4-2 of the Crest Hill Zoning Ordinance provides that the City may approve minor changes in the Planned Unit Development which do not change the concept or intent of the development. Minor changes shall be any change not defined as a major change;

**WHEREAS**, City Staff have determined that the District's Request is not a major change, and therefore has recommended that the Corporate Authorities approve the Request to remove Condition 5 and replace it with the following:

5. Permanent Division Street Access Improvements: No permanent Division Street Access related improvements shall be constructed prior to IDOT issuing a permit for said improvements. No occupancy permit for the new training and maintenance facility shall be issued until the IDOT required Division Street access related improvements have been installed and are operational; and

**WHEREAS**, the City Council has reviewed the request and recommendation from City Staff, and has determined that the requested change is "minor" and should be allowed subject to the replacement of Condition 5 with the condition recommended by City Staff and that granting



the request is in the best interests of the City and its citizens, as set out in this Ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1:** The City Council hereby finds that all of the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2:** The City Council hereby approves the District's request to remove Condition 5 in Section 5(A) of Ordinance 2016 and to replace it with the following Condition as recommended by City Staff:

5. Permanent Division Street Access Improvements: No permanent Division Street access-related improvements shall be constructed prior to IDOT issuing a permit for said improvements. No occupancy permit for the new training and maintenance facility shall be issued until the IDOT required Division Street access related improvements have been installed and are operational; and

Other than the replacement of Condition 5 in Section 5(A) and its replacement with the foregoing language, Ordinance 2016 shall remain as drafted and approved on April 7, 2025.

**SECTION 3:** In the event that the District violates any of the conditions and restrictions set forth in Section 5 of this Ordinance, the City shall have the ability, but not the obligation, to revoke the special use permits granted pursuant to this Ordinance, provided that the District shall be entitled to notice and a hearing before the City Council prior to any revocation pursuant to this Section. Under no circumstances shall any failure to enforce any condition or restriction of this Ordinance on any particular occasion or occasions be deemed or interpreted as constituting a waiver or forfeiture of the City's right to so enforce in the future, nor shall any such failure to enforce preclude the City from considering any and all prior violations as part of any revocation proceeding under this Section.

**SECTION 4:** The City Clerk is hereby authorized and directed to record a copy of this Ordinance against the Subject Property in the office of the Will County Recorder, and further to annotate the PUD approvals and special use permits granted hereby on the official zoning map of the City.

**SECTION 5:** In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 6:** That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

**SECTION 7:** That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

PASSED THIS 19<sup>th</sup> DAY OF JANUARY, 2026.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Diserio	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

---

Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>th</sup> DAY OF JANUARY, 2026.

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Raymond R. Soliman, Mayor

ATTEST:

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Christine Vershay-Hall, City Clerk

**Exhibit A**  
Ordinance 2016 passed  
April 7, 2025

## ORDINANCE NO. 2016

### AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR A NON-RESIDENTIAL PLANNED UNIT DEVELOPMENT, AN INDOOR INSTITUTIONAL USE, AND AN ACCESSORY OUTDOOR FIRING RANGE (GOVERNMENTAL TRAINING PURPOSES), WAIVING CERTAIN PLANNED UNIT DEVELOPMENT SUBMITTAL REQUIREMENTS, AND APPROVING CERTAIN PLANNED UNIT DEVELOPMENT EXCEPTIONS

---

**WHEREAS**, the City Council of the City of Crest Hill has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the Lockport Township Fire Protection District (“District”) is the owner of certain property, located within the corporate boundaries of the City, that is commonly known as vacant land located south of W. Division Street, in the City of Crest Hill, Illinois and bearing the current PIN: 11-04-29-200-009-0000 (“Subject Property”); and

**WHEREAS**, the Subject Property is presently zoned M-1 (limited manufacturing) and is legally described on Exhibit A attached hereto and fully incorporated herein; and

**WHEREAS**, on February 20, 2025, the District submitted a zoning application (“Application”) to the City seeking, *inter alia*, the following zoning relief:

1. Approval of preliminary and final plans of planned unit development (“PUD”) for the Subject Property, including waivers of certain PUD submittal requirements, as well as various PUD exceptions; and
2. Approval of a special use permit to authorize the establishment of an indoor institutional use on the Subject Property in order to facilitate the construction and use of a state-of-the-art, multi-building public safety training and maintenance facility, as well as associated training grounds and facilities; and
3. Approval of a special use permit to authorize the establishment of an accessory outdoor firing range (governmental training use) on the Subject Property; and

**WHEREAS**, the City Council previously referred the District’s Application, along with all other supporting materials to the Crest Hill Plan Commission (“Plan Commission”) for review and consideration; and

**WHEREAS**, the Plan Commission conducted a public hearing on the Application on March 13, 2025, due notice having been provided for the same, and at that time recommended approval of the Application, as stated in the Plan Commission’s written findings of fact and recommendation of approval, a copy of which is attached hereto as Exhibit B and fully incorporated herein; and

**WHEREAS**, the City Council has reviewed, and concurs with, the Plan Commission’s findings of fact and hereby determines and declares that it is necessary, expedient, and in the best interests of the City and its citizens to approve the District’s Application, as set out in this Ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1:** The City Council hereby finds that all of the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2:** The City Council hereby approves the Preliminary and Final PUD Plan, attached hereto as Exhibit C and fully incorporated herein, and grants a special use permit to the District to utilize the Subject Property in substantial conformance therewith (the “Master PUD Special Use Permit Approval”). The City Council further approves the following PUD Exceptions:

1. The masonry construction requirements of Section 8.7-2(2)(b) are hereby modified as necessary to permit construction of the Primary Training and Maintenance Building on the site in substantial conformance with the approved building elevations attached hereto as Exhibit D and fully incorporated herein.
2. The prohibition against the use of metal materials on exterior building facades is waived in part to permit the construction of the proposed Primary Training and Maintenance Building on the site in substantial conformance with Exhibit D.
3. The District is authorized to construct the following accessory buildings at heights not to exceed the following:
  - a. The Main Burn Training Tower shall not exceed a maximum height of 45’-3”.
  - b. The Burn Training Tower Classroom shall not exceed a maximum height of 15’-6”.
  - c. The sound attenuation wall proposed at the north end of the firing range shall not exceed a maximum height of 20’-6”.
4. The District is authorized to utilize shipping containers in the construction of the Main Burn Training Tower and Burn Training Tower Classroom in substantial conformance with the architectural drawings attached hereto as Exhibit E and fully incorporated herein.
5. The District shall be permitted to install the wall sign on the Primary Training and Maintenance Building not less than 6’-0” above grade and on the west building façade not facing a public right-of-way, all in substantial conformance with Exhibit D.
6. The District’s driveway curb-cut on Division Street shall not exceed 150’ at its widest point.
7. The District shall not be required to provide certain landscaped parking lot islands in the specific locations reflected in the Final PUD Plan (Exhibit C). The parking lot islands in question shall be paved and striped instead.
8. The District shall not be required to provide a designated loading zone on the Subject Property.

**SECTION 3:** The City Council further approves and grants the District a special use permit authorizing the establishment and use of an indoor institutional use with accessory training buildings and facilities in substantial conformance with Exhibits C, D, and E.

**SECTION 4:** The City Council further approves and grants the District a special use permit authorizing the establishment and use of an outdoor firing range (governmental training use) as an accessory use on the Subject Property.

**SECTION 5:** All of the special use permits granted by this Ordinance are and shall be subject to the following conditions and restrictions:

*A. Regarding the Master PUD and Indoor Institutional Use Special Use Permit Approvals:*

1. Prior to issuance of any grading or infrastructure permit(s), the District must secure final staff approval of the final construction engineering design plans for those components of the project.
2. Prior to issuance of any building permit(s), the District must secure final staff approval of the final construction engineering design plans for the project including, but not limited to, site geometry, traffic study, and stormwater management.
3. Prior to any improvements or interconnections being made to City Well #11 for the purpose of providing City well water service to the Subject Property, the District and the City must each provide final approval of a mutually agreeable IGA between the City and District regarding water use.
4. Prior to issuance of any building permit(s), the District must provide the City with all Plat(s) of Easement dedication as deemed necessary by the City Engineer.
5. Prior to issuance of any building permit(s), the District must secure IDOT approval for the construction of the proposed driveway improvement and curb cut onto Division Street.
6. The District shall provide landscaping on the Subject Property in substantial conformance with the Landscaping Plan attached hereto as Exhibit F and fully incorporated herein. This shall include the installation of the “Alternative 1 Plantings” reflected on Exhibit F.
7. All pole-mounted parking lot and drive aisle light fixtures shall be installed and equipped with necessary shielding, and maintained in a manner where the bottom glass of the fixture remains parallel to the adjacent grade level in order to ensure all lighting is directed downward.
8. The maximum size of the burn pit used to dispose of residual combustible materials used in the burn tower shall be limited to 8’ x 8’.

*B. Regarding the Outdoor Firing Range Special Use Permit Approval:*

1. Firing Range Design and Maintenance Requirements:

- a. The firing range will be designed by a design professional (FGMA architect) with the assistance of certified Range Masters from the Lockport Police Department.
- b. Except as specifically noted otherwise in these conditions, the design, location, berming, landscaping, and layout of the firing range and associated sound barrier wall shall be constructed and maintained in substantial compliance with the Preliminary and Final PUD Plan (Exhibit C). This includes but is not limited to:
  - The firing range being located at the southeast corner of the property, with its firing direction facing due south.
  - The firing range being surrounded on three sides (east, south, and west) by 24-foot-tall earthen berms, which will feature native plantings with deep roots to help stabilize them.
  - The shooting platform being positioned on the north end of the firing range so that shooting will be directed south.
  - A 20.5' tall abortive sound barrier wall will be constructed on the north end of the firing range. Said wall shall be constructed in the location assumed and modeled in the March 11, 2025, Soundscape Engineering Noise Transmission Assessment of FPD Training Grounds, Lockport, Illinois.
  - The Firing Range shall be maintained in a manner that is substantially consistent with the "EPA's Best Management Practices for Lead at Outdoor Shooting Ranges (EPA-902-B-01-001)" for recommended remediation measures for lead in earthen berms.
  - The firing range shall be designed and maintained to prevent contamination of any waterway considered "Waters of the U.S." as defined by the U.S. Army Corps of Engineers, wetland, or floodplain in accordance with the Clean Water Act. Firing Range Training Restrictions:
- c. General daytime live ammunition training shall be restricted to the following days and times:
  - Monday - Friday 7:30am - 4:00pm
  - Saturday - 09:00am - 1:00pm
  - Sunday - No Shooting
  - No shooting permitted November 1<sup>st</sup> to March 1<sup>st</sup> except for individual new employee and officer returning from injury required qualification training.
- d. Night training shall be restricted to the following days and times:
  - Night training shall be limited to the months of March, April, September, and October only.

- No more than one night training event shall occur per week during March, April, September, and October.
  - All night shooting shall cease by no later than 10:00pm
- e. The Lockport Township Public Safety Training Facility Advisory Committee will review shooting schedule after 1 year of operation to see if the schedule can be further refined.
  - f. Shooting at the range shall be limited to 15 days a month.
  - g. No live ammunition training shall be allowed on Sundays unless otherwise approved by the City Council for special events.
2. Firing Range Illumination Restrictions: The firing range spotlights shall only be operated when the firing range is in use within the hours of operation allowed by the City approved special use permit for the range.
  3. Establishment and Operation of Training Facility Advisory Committee: To address community concerns and recommendations regarding the operation of the training and maintenance facility, including all operations related to the firing range component, the District shall organize and coordinate the conduct of a new Lockport Township Public Safety Training Facility Advisory Committee in substantial conformance with the Bylaws attached hereto as Exhibit G.
  4. Authorized Range Users: Unless otherwise approved by the City Council, authorized users of the firing range will be limited to District arson investigators and employees of the following public safety agencies:
    - a. The City of Crest Hill Police Department
    - b. The City of Lockport Police Department
    - c. The Lockport Township Park District
    - d. The Village of Romeoville Police Department
    - e. The Lewis University Police Department
  5. Operational Oversight Requirements:
    - a. The firing range will be constructed and operated by the Lockport Police Department for public safety training purposes under an IGA with the Lockport Township Fire Protection District.
    - b. Authorized users of the firing range will train at the range, under the ultimate supervision of a certified Range Master of the Lockport Police Department who will write and enforce Standard Operating Procedures and guidelines for its safe use and operation.
    - c. Each authorized agency using the firing range will be responsible for providing their own certified Range Master who will be present, ensuring the safe training



operations at the firing range whenever in use. The Range Master of authorized users shall notify both the Fire District and the Lockport Police Department Range Master when their training begins and ends.

- d. A safety plan will be developed and enforced by the Lockport Police Department certified Range Master responsible for the overall supervision of training activities at the range. Said safety plan shall comply with the requirements of the current edition of the NRA's "The Range Manual, A guide to Planning and Construction."
- e. Proof of liability insurance in the minimum amount of two million dollars (\$2,000,000) shall be provided to the Lockport Township Fire Protection District that names the Fire District as an additional insured party and shall save and hold the Fire District, its appointed officials, and employees working within the scope of their duties harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of a person or groups members or employees or third parties on account or representatives. The Fire District shall be notified immediately if there are any changes or lapses to this liability insurance coverage.

**SECTION 6:** As part of the PUD Approvals granted by this Ordinance, the City Council hereby waives the following PUD submittal requirements, as authorized by the City's zoning ordinance:

1. Final Construction Drawings (Section 10.3-3(c)); and
2. A Market Analysis (Section 10.3-2(b)(8)); and
3. A Tax and School Impact Analysis (Section 10.3-2(b)(8)).

**SECTION 7:** In the event that the District violates any of the conditions and restrictions set forth in Section 5 of this Ordinance, the City shall have the ability, but not the obligation, to revoke the special use permits granted pursuant to this Ordinance, provided that the District shall be entitled to notice and a hearing before the City Council prior to any revocation pursuant to this Section. Under no circumstances shall any failure to enforce any condition or restriction of this Ordinance on any particular occasion or occasions be deemed or interpreted as constituting a waiver or forfeiture of the City's right to so enforce in the future, nor shall any such failure to enforce preclude the City from considering any and all prior violations as part of any revocation proceeding under this Section.

**SECTION 8:** The City Clerk is hereby authorized and directed to record a copy of this Ordinance against the Subject Property in the office of the Will County Recorder, and further to annotate the PUD approvals and special use permits granted hereby on the official zoning map of the City.

**SECTION 9:** In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 10:** That all ordinances, resolutions, motions, or parts thereof, conflicting with

any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.


**SECTION 11:** That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

**SECTION 12:** This Ordinance shall be in full force and effect from and after the later-occurring of (i) its passage, approval and publication in pamphlet form as provided by law and (ii) execution of the “Unconditional Agreement and Consent” attached hereto as Exhibit H and fully incorporated herein. In the event that Exhibit H is not duly executed within sixty (60) days following the adoption of this Ordinance, this Ordinance shall thereafter be null and void and of no further legal effect and shall be deemed to have been automatically repealed and rescinded without any further action by the City Council or notice or hearing due to the District.


*[Intentionally Blank]*

PASSED THIS 7th DAY OF APRIL, 2025.

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
Alderman Scott Dyke	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
Alderwoman Claudia Gazal	<u>          </u>	<u>X</u>	<u>          </u>	<u>          </u>
Alderman Darrell Jefferson	<u>          </u>	<u>X</u>	<u>          </u>	<u>          </u>
Alderperson Tina Oberlin	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
Alderman Mark Cipiti	<u>          </u>	<u>X</u>	<u>          </u>	<u>          </u>
Alderman Nate Albert	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
Alderman Joe Kubal	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
Mayor Raymond R. Soliman	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

  
Christine Vershay-Hall, City Clerk

APPROVED THIS 7th DAY OF APRIL, 2025.

  
Raymond R. Soliman, Mayor

ATTEST:

  
Christine Vershay-Hall, City Clerk

# **Exhibit A**

## **Legal Description**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 87 DEGREES 56 MINUTES 40 SECONDS WEST, ON THE NORTH LINE OF SAID NORTHEAST QUARTER, 400.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 03 MINUTES 20 SECONDS EAST, PERPENDICULAR TO SAID NORTH LINE, 800.00 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 40 SECONDS WEST, PARALLEL WITH SAID NORTH LINE, 700.00 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 20 SECONDS WEST, PERPENDICULAR TO SAID NORTH LINE, 800.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 56 MINUTES 40 SECONDS EAST, ON SAID NORTH LINE, 700.00 FEET TO THE POINT OF BEGINNING), ALL IN WILL COUNTY, ILLINOIS.

**Commonly known as:** vacant land located south of W. Division Street,  
in the City of Crest Hill, Illinois

**Bearing the current PIN:** 11-04-29-200-009-0000

# **Exhibit B**

## **Plan Commission Findings of Fact and Recommendation of Approval**

BEFORE THE PLAN COMMISSION  
OF THE CITY OF CREST HILL, ILLINOIS

IN RE:	)	
	)	
The application of the Lockport Township Fire	)	
Protection District	)	No. PUD-25-1-3-1
	)	
	)	
For Text Amendments to the City of Crest Hill	)	
Zoning Ordinance	)	
	)	

**FINDINGS AND DECISION OF THE  
PLAN COMMISSION AS TO CASE NO. PUD-25-1-3-1  
THE APPLICATION OF THE LOCKPORT TOWNSHIP FIRE PROTECTION DISTRICT  
MIDWEST INDUSTRIAL FUNDS, INC. FOR WAIVER OF VARIOUS PRELIMINARY/FINAL  
PUD APPLICATION SUBMISSION REQUIREMENTS AND FOR APPROVAL OF VARIOUS  
SPECIAL USE PERMITS AND PLANNED UNIT DEVELOPMENT EXCEPTIONS FOR A 12.86  
ACRE PARCEL OF VACANT PROPERTY WITHIN THE CITY OF CREST HILL**

THIS APPLICATION, coming before the City of Crest Hill Plan Commission for decision, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on March 13, 2025, and being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

A. That the applicant, Lockport Township Fire Protection District is the owner of a certain vacant 12.86-acre parcel within the City of Crest Hill, which parcel is zoned M-1 Limited Manufacturing.

B. That the application seeks the following waivers of Preliminary/Final PUD Application Submission requirements:

Waiver of Final Construction Drawings pursuant to Section 10.3-3(c);  
Waiver of submission of a Market Analysis pursuant to Section 10.3-2(b)(8);  
Waiver of a Tax and School Impact Analysis pursuant to Section 10.3-2(b)(8).

That the application also seeks an M-1 special use for construction and operation of a new Outdoor Firing Range, Government Training Purposes, as an accessory use to the Requested Special Use for the construction and operation of a new Institutional Use in the form of a proposed training complex on the property described in the application, approximately 12.86 acres on the south side of Division Street and part of PIN: 11-04-29-200-009-0000 (the "Property"), as legally described in Exhibit "A". The Application also seeks Preliminary and Final PUD Plan approval and Planned Unit Development Exceptions, as follows

Reduction in the minimum amount of masonry required on building facades pursuant to Section 8.7-2(2)(b);

Permit the use of metal panels on certain exterior building facades, which are prohibited by Section 8.7-3.

Allow multiple accessory structures to have a height more than 15 feet as limited and restricted by Section 8.3-7.

Permit the use of shipping containers of accessory training buildings despite the prohibition in Section 8.3-9.6.

Permit a wall sign to be installed at a height of less than 10 feet from grade as required by Section 15.12.080 of the City Sign Ordinance.

Permit the driveway curb cut from the facility onto Division Street to exceed 30 feet in width as required by Section 15.04.040 of the City Code of Ordinances.

Eliminate the required parking lot landscape islands as required by Section 11.6-2.

Eliminate the requirement to have a designated loading zone as required by Section 11.11-15.

C. That the Property is currently zoned M-1;

D. That the proposed use is not allowed on the Property as currently zoned;

E. That the Property described in the application is currently zoned as Manufacturing District, with M-1 zoning adjacent thereto;

F. That the application for the special use permits, planned unit developments exceptions, and waivers of preliminary/final PUD application submission requirements was properly submitted to the City and notice of the application and the Public Hearing were properly published;

G. That no interested parties filed their appearances herein;

H. That the public hearing was opened and called to order on March 13, 2025, and the applicant presented evidence and arguments in support of its application on that date, and members of the public were allowed to make comment and examine the applicant's witnesses. The public hearing was duly transcribed by a certified shorthand reporter of the State of Illinois;

I. That the rules adopted by the Plan Commission for the conduct of Public Hearings by the Plan Commission were duly followed and observed;

K. That the proposed special uses for the Proposed Training Complex and for an Outdoor Firing Range, Government Training Purposes as an accessory use, as considered under section 12.7 of the zoning code, meets the standards for the granting of the special use under section 12.7-6 as the proposed development meets all of the criteria set forth in subsections 10.6 and 12.7-6(1), (2), (3), (4), (5) and (6) for the reasons set forth on the record in the meeting held on March 13, 2025 as well as those recommendations and comments outlined in the City of Crest Hill staff report dated March 13, 2025 and the March 13, 2025 addendum to that report, and subject to the conditions set forth therein;

L. That the requested waivers of the various Preliminary/Final PUD Application Submission requirements, are for the reasons set forth in the City of Crest Hill staff report dated March 13, 2025, also determined to be acceptable and meet the requirements for waiver established by the zoning ordinance;

M. That the Planned Unit Development Exceptions requested in the application are also determined to be conditionally accepted for the reasons set forth on the record in the March 13, 2025 Plan Commission meeting and in the City of Crest Hill staff report and addendum dated March 13, 2025.

THEREFORE, it is the decision of the Plan Commission of the City of Crest Hill, Illinois, based upon the evidence heard by same and arguments and suggestions heard at the public hearing, and having duly considered the mandates and standards as set forth in the City of Crest Hill Illinois code of ordinances and zoning ordinance for the granting of special uses and Planned Unit Developments, as follows:

1. That the application of the Lockport Township Fire Protection District for an M-1 special use for the preliminary and final Planned Unit Development (PUD) plans with the reviewed plans for a Governmental Training Complex with an accessory Outdoor Firing Range, Governmental Training Purposes on the vacant 12.86 acre property located on the south side of Division Street, PIN: 11-04-29-200-009-0000 (the "Property"), as legally described in Exhibit "A", in a M-1 zoning district was conditionally recommended to be approved and is supported by the evidence adduced during the March 13, 2025 public hearing and as outlined in the March 13, 2025 City of Crest Hill staff report and addendum;
2. That the application of the Lockport Township Fire Protection District for the Planned Unit Development Exceptions for a Governmental Training Complex with an accessory Outdoor Firing Range, Governmental Training Purposes on the vacant 12.86 acre property located on the south side of Division Street, PIN: 11-04-29-200-009-0000 (the "Property"), as legally described in Exhibit "A", in a M-1 zoning district was conditionally recommended to be approved and is supported by the evidence adduced during the March 13, 2025 public hearing and as outlined in the March 13, 2025 City of Crest Hill staff report and addendum;
3. That the application of the Lockport Township Fire Protection District for waiver of Preliminary/Final PUD Application Submission Requirements for a Governmental Training Complex with an accessory Outdoor Firing Range, Governmental Training Purposes on the vacant 12.86 acre property located on the south side of Division Street, PIN: 11-04-29-200-009-0000 (the "Property"), as legally described in Exhibit "A", in a M-1 zoning district was recommended to be approved and is supported by the evidence adduced during the March 13, 2025 public hearing and as outlined in the March 13, 2025 City of Crest Hill staff report and addendum;
4. These conditional approvals are subject to all conditions enumerated in the March 13 2025 City of Crest Hill staff report and addendum which are attached hereto and made part of this Findings and Decision document.
5. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the special uses, waivers, and Planned Unit Development Exceptions as outlined herein be conditionally approved.

*[Left Intentionally Blank]*



Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 13<sup>th</sup> Day of March 2025  
upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Cheryl Slabozeski	<u>X</u>	<u>X</u>	<u>      </u>	<u>      </u>
Commissioner John Stanton	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Commissioner Ken Carroll	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Commissioner Marty Flynn	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Commissioner Bill Thomas	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Commissioner Jeff Thomas	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Commissioner Angelo Deserio	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>

Approved:



Bill Thomas, Chairperson

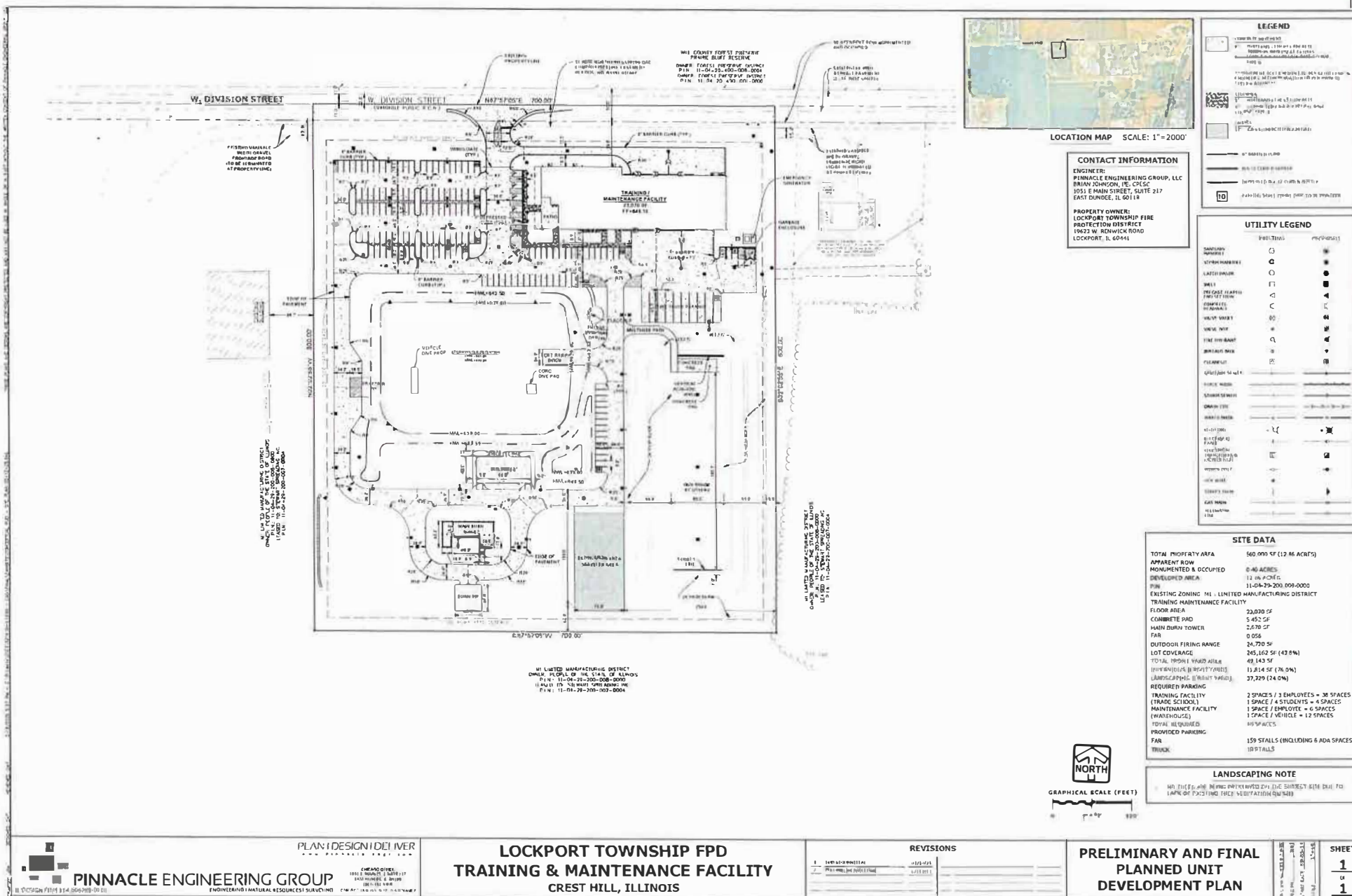
Attest:



Christine Vershay-Hall, City Clerk

# **Exhibit C**

## **Preliminary and Final PUD Plan**



# **Exhibit D**

## **Building Elevations**

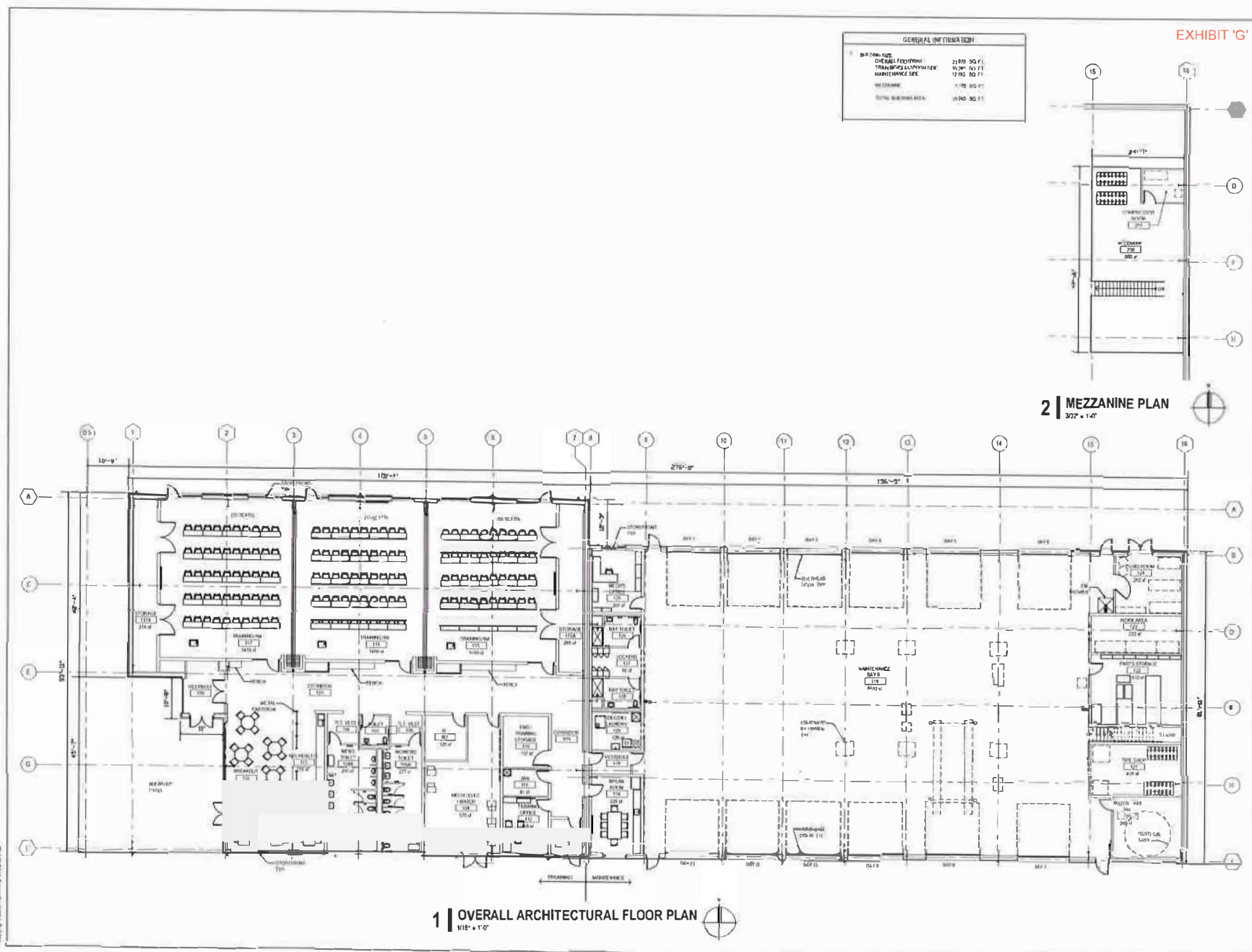


EXHIBIT 'G'

fgma

**FCM Arshmeiss Inc**  
1211 W 22nd St, Suite 700  
Oak Brook, Illinois 60523  
630 574 8300 office  
630 574 7770 fax  
ILLINOIS PROFESSIONAL DESIGN  
FORM 1518-0002-00

CIVIL  
P... ENGINEERING GROUP

**STRUCTURAL**  
INTEGRATION WITH AFRICA AND  
THE MEDITERRANEAN  
AND THE MEDITERRANEAN  
AND THE MEDITERRANEAN  
AND THE MEDITERRANEAN  
AND THE MEDITERRANEAN

**Mep**  
**WT GROUP**

**CONSTRUCTION MANAGER**  
**CORE CONSTRUCTION GROUP**  
10000 10th Ave. S.  
Suite 100  
Minneapolis, MN 55426  
612-338-1111  
www.coreconstruction.com

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CONSTRUCTION**

FROM THE EDITOR

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[www.fda.gov/oc/01-11-06]

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[illegible]

LOCKPORT TOWNSHIP FPD  
TRAINING GROUNDS  
LOCKPORT FIRE PROTECTION DISTRICT  
NW DIVISION ST, LOCKPORT, ILLINOIS 60441

### PRELIMINARY & FINAL

TRAINING/ MAINTENANCE  
FACILITY  
(BUILDING 1)  
OVERALL FLOOR PLAN

## A1.1

2000 年 12 月 31 日

EXHIBIT 'G'

**fgma**

**FGM Architects Inc.**  
1211 W 22nd St, Suite 700  
Oak Brook, Illinois 60523  
630.574.8300 Office  
630.574.7070 Fax  
E: E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
P: BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)

**CIVIL ENGINEERING GROUP**

1. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
2. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
3. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
4. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
5. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)

**STRUCTURAL**

1. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
2. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
3. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
4. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
5. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)

**MEP**

1. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
2. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
3. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
4. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
5. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)

**CONSTRUCTION MANAGER**

1. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
2. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
3. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
4. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)  
5. E. BATES ARCHITECTS & INTERIORS INC. (BATES) (BATES)

**NOT FOR CONSTRUCTION**

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For information only. Do not use for construction. See separate drawings for construction. See separate drawings for construction.

For information only. Do not use for construction. See separate drawings for construction. See separate drawings for construction.

**LOCKPORT TOWNSHIP FPD  
TRAINING GROUNDS  
LOCKPORT FIRE PROTECTION DISTRICT  
W DIVISION ST, LOCKPORT, ILLINOIS 60441**

**EXTERIOR ELEVATIONS**

**A1.2**

21 JUN 2024

**MASONRY CALCULATIONS**

	REQUIRED	ACTUAL
TOTAL MASONRY GF	20%	23%
ONE FACADE WALL	80%	4%
NORTH FACADE WALL		40%
WEST FACADE WALL		44%

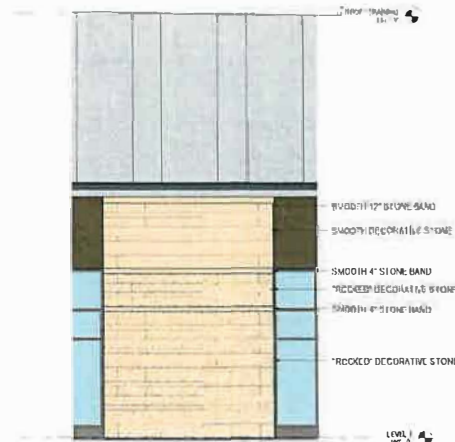


This is the profile of the metal panel system.

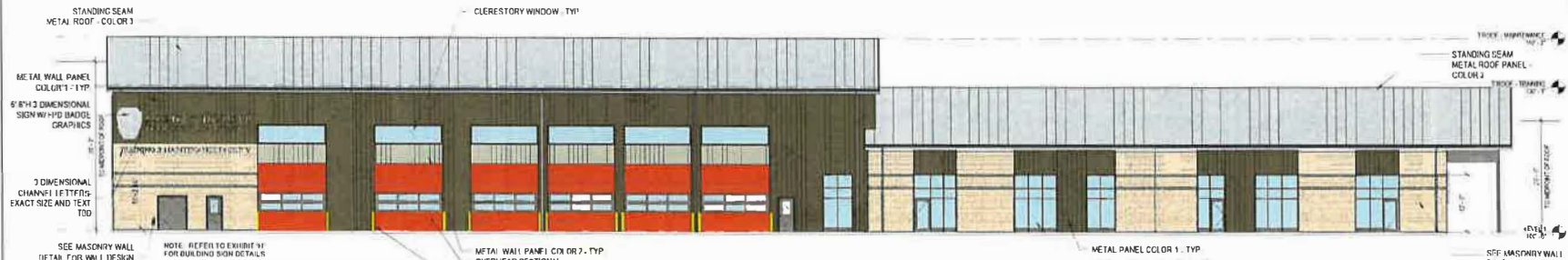


**2 BUILDING ELEVATION - WEST**  
3/27' = 1'-0"

MAINTENANCE CALCULATIONS  
MATERIAL: METAL  
NOTE: CHANGES AND DETAILS ARE NOT INCLUDED IN THE MASONRY CALCULATIONS.



**3 MASONRY WALL DETAIL**  
1/4" = 1'-0"



**1 BUILDING ELEVATION - NORTH**  
3/27' = 1'-0"

MAINTENANCE CALCULATIONS  
MATERIAL: METAL  
NOTE: CHANGES AND DETAILS ARE NOT INCLUDED IN THE MASONRY CALCULATIONS.

2/26/2024 1:11:03 PM  
A1.2 - Lockport Fire Protection District Training Grounds  
Lockport Fire Protection District Training Grounds  
Lockport Fire Protection District Training Grounds  
Lockport Fire Protection District Training Grounds  
Lockport Fire Protection District Training Grounds



ILLINOIS STATE BOARD OF HEALTH  
CHICAGO, ILL.



DATE	DESCRIPTION	AMOUNT
10/15/94	FOR BUDGETARY	
10/20/94	PLANNED UNIT	
	DEVELOPMENT PLAN	

## CONSTRUCTION

CONSTRUCTION MANAGEMENT  
CONSULTING GROUP

MEP  
ATTORNEY  
1000 N. 10th St., Suite 100  
Tampa, FL 33602  
Tel: 813/244-1111  
Fax: 813/244-1112

**STRUCTURAL**  
ENGINEERING WROUB ADAMS, INC.

**CIVIL**  
**PRODUCT LIABILITY INSURING GROUP**

fgma

**POM Architects Inc.**  
1211 W 22nd St, Suite 700  
Oak Brook, Illinois 60521  
630 574 8300 OFFICE  
630 574 7070 FAX  
ILLINOIS PROFESSIONAL DESIGN  
FIRM #184-000490

EXHIBIT 'G'



## 2 | VIEW FROM NORTHEAST

**1** | **VIEW FROM NORTHWEST**



[illegible]

## PERSPECTIVES

LOCKPORT TOWNSHIP FPD  
TRAINING GROUNDS  
LOCKPORT FIRE PROTECTION DISTRICT  
W DIVISION ST, LOCKPORT, ILLINOIS 60441  
PRELIMINARY & FINAL PLANNED UNIT  
DEVELOPMENT PLAN

## 2 | VIEW FROM SOUTHWEST

**1 | VIEW FROM SOUTHEAST**

EXHIBIT 'G'

fgma

**FOM Architects Inc.**  
1211 W 22nd St, Suite 700  
Oak Brook, Illinois 60523  
630.574.8100 office  
630.574.7070 fax  
1-800-848-7000  
www.fom-arch.com

**CIVIL**  
**PROBABLE JOINING GROUP**  
 100% (100%)  
 100% (100%)

**SIMULTANEOUS**  
SOLVING TWO EQUATIONS IN TWO VARIABLES  
DATE \_\_\_\_\_  
NAME \_\_\_\_\_

**MILL**

**CONSTRUCTION MANAGER**  
**CONF. CONSTRUCTION GROUP**

THE UNIVERSITY OF CHICAGO

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information on our website at <http://www.oxfordjournals.org>.

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12-29-11	PAID TO BANK	100.00
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12-31-11	PAID TO BANK	100.00

fgma

ILLINOIS PROFESSIONAL DESIGN  
FIRM #184-000320

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**STRUCTURAL**  
JOHNSON WAGNER & DANIEL INC  
1111 WASHINGTON ST. N. E.  
MINNEAPOLIS, MN 55401

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#### CONCLUSIONS AND COMMENTS

THE UNIVERSITY OF TEXAS AT AUSTIN  
INSTITUTIONAL RESEARCH AND EVALUATION  
DEPARTMENT OF EDUCATION  
1000 UNIVERSITY DRIVE  
AUSTIN, TEXAS 78702

DET	10177	EDWARD
1	12-10-1971	FORWARD TO A TOWN
		PLANNED UNIT
		REVISIONS FILE

**LOCKPORT TOWNSHIP FPD  
TRAINING GROUNDS**

**TRAINING GROUNDS**  
LOCKPORT FIRE PROTECTION DISTRICT  
1100 DIVISION ST., LOCKPORT, ILLINOIS 60441

PRELIMINARY &amp; FINAL PLANNED UNIT DEVELOPMENT PLAN

## A3.0

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94

2/18/2025 2:08:40 PM  
Autodesk Docs/Localport Township Fire #FireStation District/23-364203\_Location\_Township\_Fire\_Station\_2023\_001.rvt  
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(24) (25) 1. LICA: 2000

# LOCKPORT TOWNSHIP FIRE PROTECTION DISTRICT

[illegible]

## TRAINING & MAINTENANCE FACILITY

## 2 NORTH WALL SIGNAGE

**PLATE LOCATION**

17H 204080000 BACUT  
CHANNEL LETTERS MOUNTED  
10111421178

LOCKPORT TOWNSHIP  
FIRE PROTECTION DISTRICT  
PUBLIC SAFETY TRAINING CENTER

THE UNIVERSITY OF CHICAGO  
CHICAGO, ILLINOIS 60637  
U.S.A.

## 1 WEST WALL SIGNAGE

### 3 | DIMENSIONAL BADGE

# **Exhibit E**

## **Architectural Drawings**

# PROPOSAL FOR FIRE TRAINING FACILITY LOCKPORT F.P.D. - LOCKPORT, IL.



CONCEPTUAL VIEWS

## UNIT SPECIFICATIONS

\*STAIRWELLS ARE NOTED IN DRAWINGS IF THEY ARE HALF OR FULLY ENCLOSED.

## UNIT SPECIFICATIONS

- 18 - 40' ISO CONTAINERS
- 1 - 20' ISO CONTAINER
- 6 - 14'X8' BURN ROOMS
- 5 - 4'X8' BURN APRONS
- 1 - BURN BALCONY
- 5 - BURN WINDOWS
- 11 - BURN DOORS
- 1 - 12-ZONE RTD SYSTEM
- 27 - FLOOR DRAINS
- 5 - FLUSH-OUT HATCHES
- 3 - BURN CARTS
- 18 - 36X36 WINDOWS
- 24 - 36X80 DOORS
- 3 - STANDARD COMMERCIAL DOORS
- W/ "DO NOT ENTER" LABELS
- 1 - V.E.S. WINDOW
- 1 - 5-LEVEL INT. CENTRAL STAIRCASE
- 1 - HINGED DIVERTER WALL
- 1 - 5-LEVEL INT. STAIRCASE
- 2 - PIVOTED WALLS
- 4 - 36X80 WALL OPENINGS
- 1 - 40' INT. WALL (HALLWAY)
- 1 - 2-LEVEL INT. STAIRCASE
- 1 - INT. STAIRCASE LANDING
- 1 - 3-LEVEL EXT. STAIR TOWER
- 1 - 16X16 ROOF PITCH
- PROP(6/12 PITCH)
- 10 - SAFETY GATES
- 1 - BASEMENT WINDOW PROP
- 1 - HINGED GARAGE DOOR PROP
- 1 - BULKHEAD DECK ACCESS
- 2 - RAPPEL ANCHORS
- 3 - RECESSED BALCONIES
- 4 - F.E. DOORS
- 36 - FLOOR DRAINS

TRAINING AREA = 7892 SQ.FT.

AMERICAN FIRE TRAINING SYSTEMS, INC.  
12315 SOUTH NEW AVE., POB #39  
LEMONT, ILLINOIS 60439  
(630) 257-0112

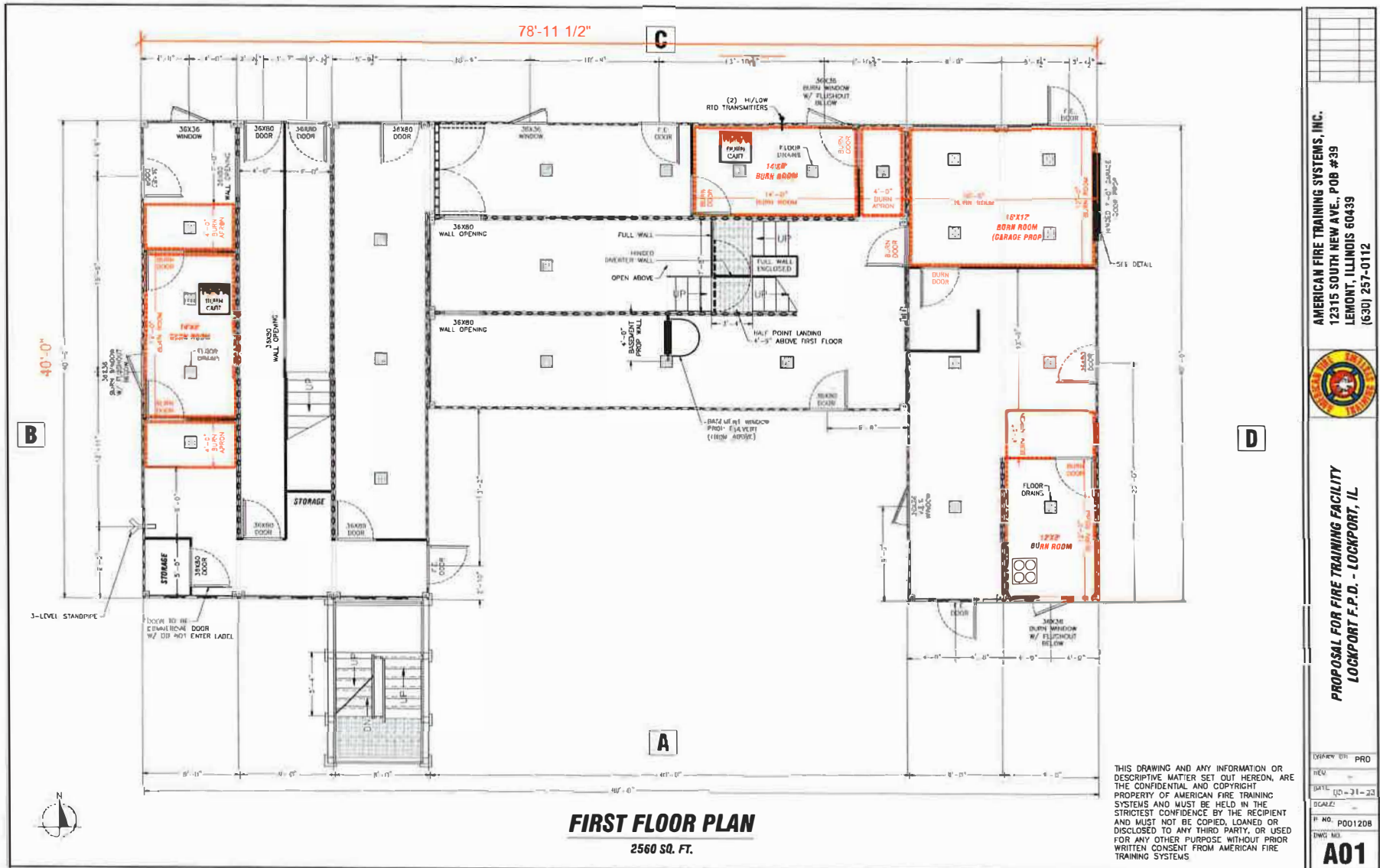


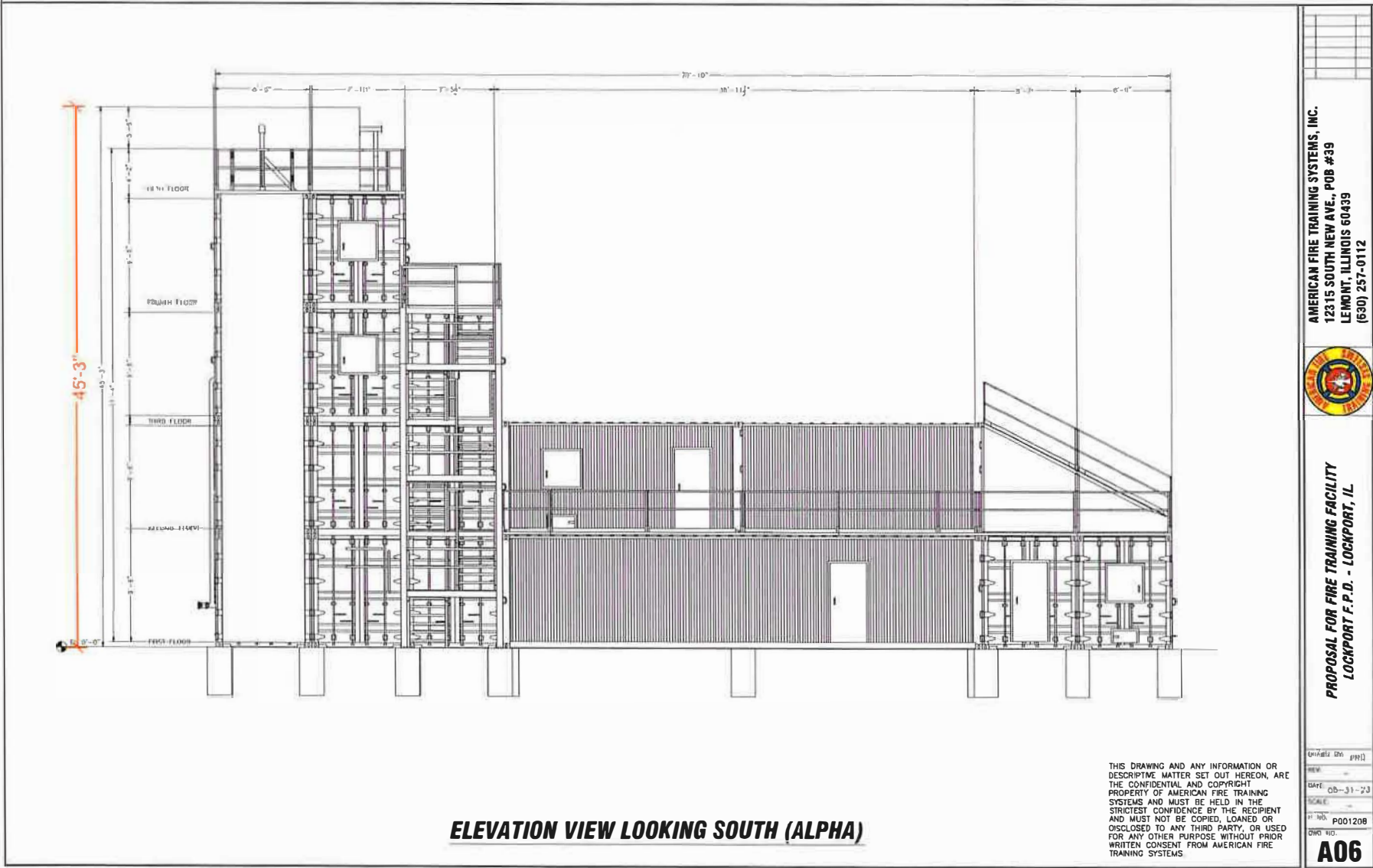
PROPOSAL FOR FIRE TRAINING FACILITY  
LOCKPORT F.P.D. - LOCKPORT, IL

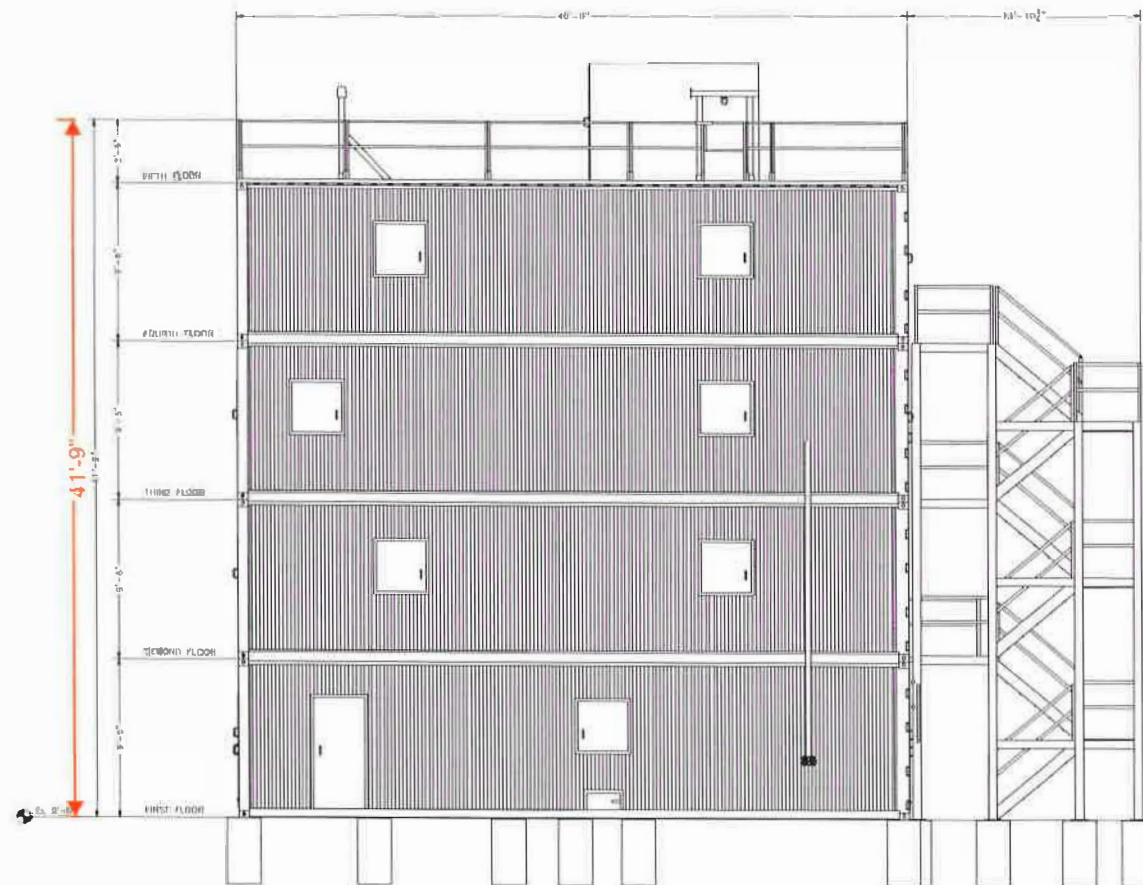
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AND MUST NOT BE COPIED, LOANED OR  
DISCLOSED TO ANY THIRD PARTY, OR USED  
FOR ANY OTHER PURPOSE, WITHOUT PRIOR  
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TRAINING SYSTEMS

DRAWN: LPT PRD  
REV: -  
DATE: 03-31-23  
SCALE: -  
P. NO. P001208  
QTR. NO. -  
**A00**









**ELEVATION VIEW LOOKING WEST (BRAVO)**

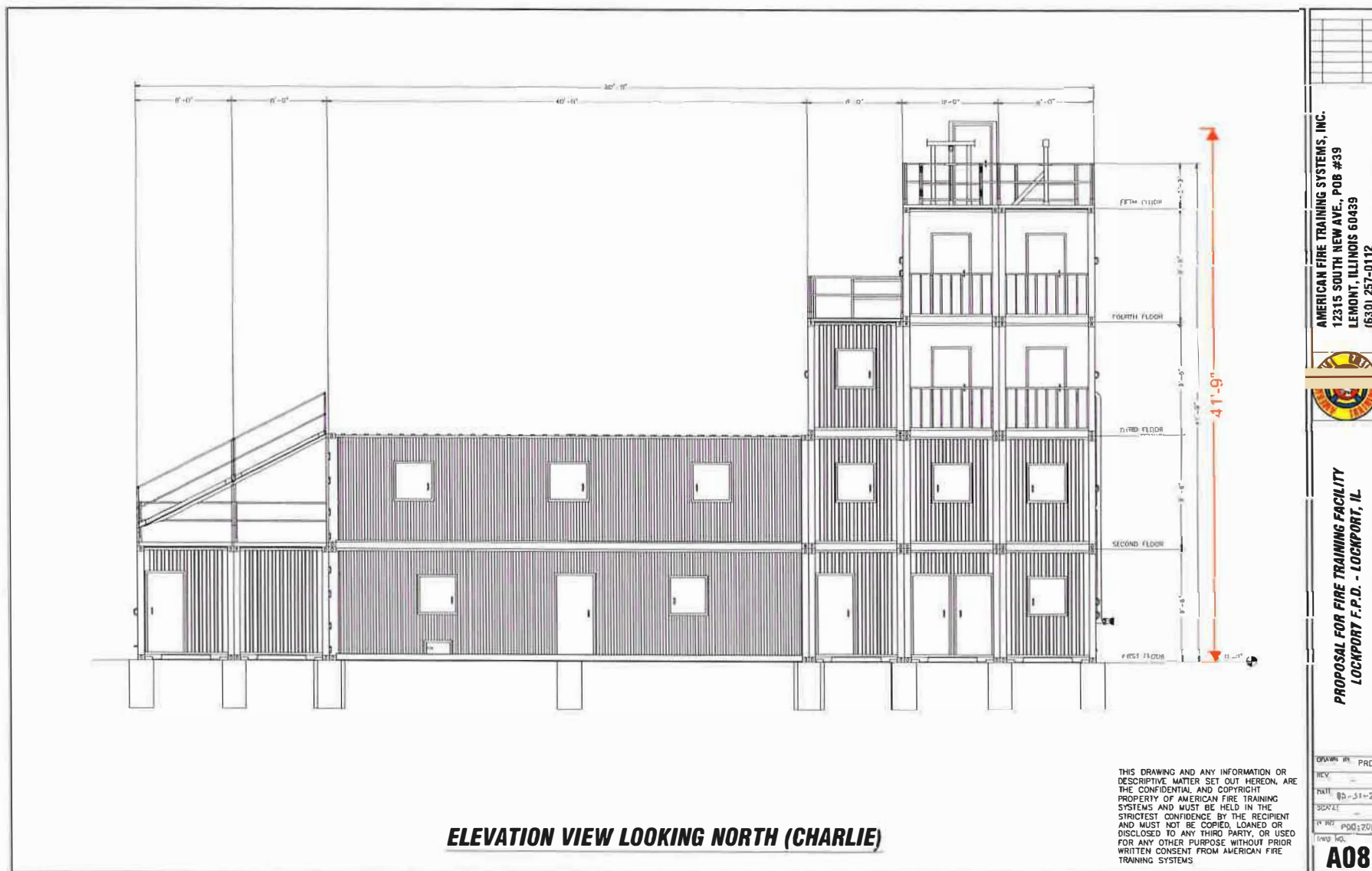
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SYSTEMS AND MUST BE HELD IN THE  
STRICTEST CONFIDENCE BY THE RECIPIENT  
AND MUST NOT BE COPIED, LOANED OR  
DISCLOSED TO ANY THIRD PARTY, OR USED  
FOR ANY OTHER PURPOSE WITHOUT PRIOR  
WRITTEN CONSENT FROM AMERICAN FIRE  
TRAINING SYSTEMS

AMERICAN FIRE TRAINING SYSTEMS, INC.  
12315 SOUTH NEW AVE., POB #39  
LEMONT, ILLINOIS 60439  
(630) 257-0112

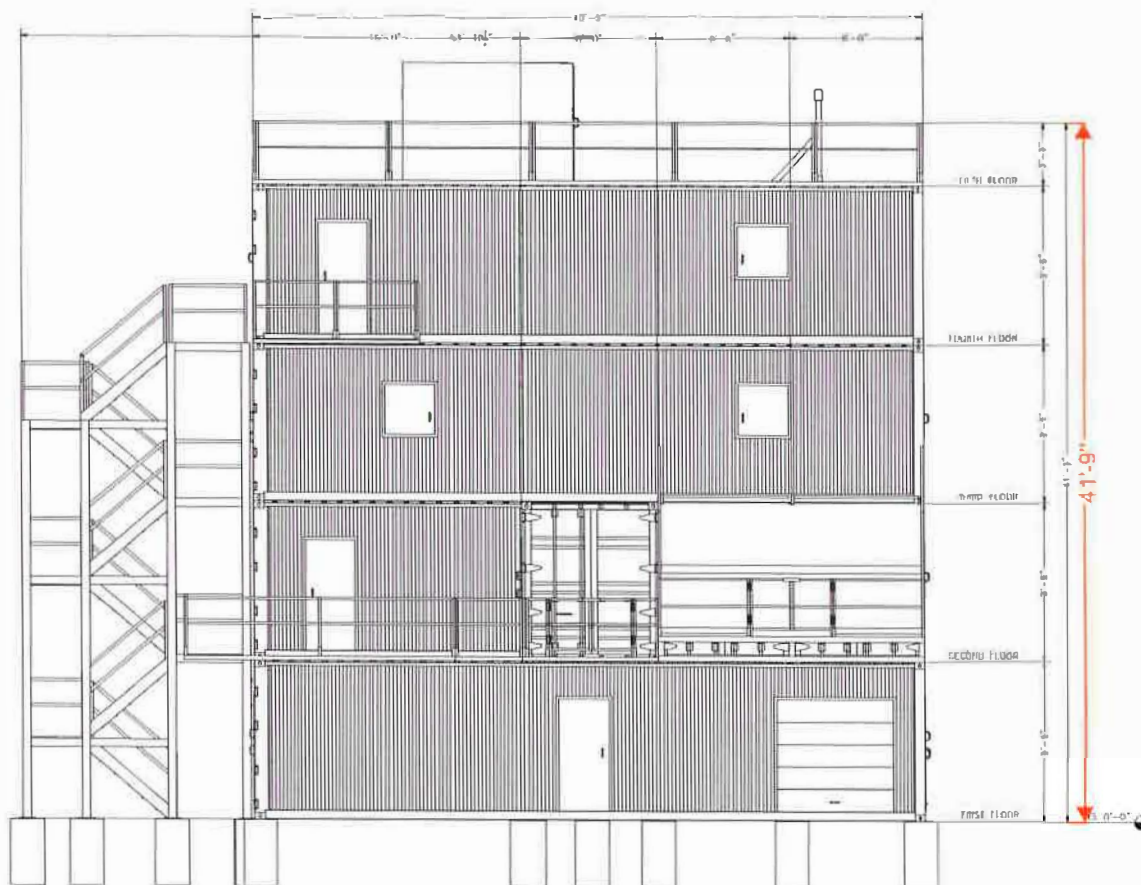


**PROPOSAL FOR FIRE TRAINING FACILITY  
LOCKPORT F.P.D. - LOCKPORT, IL**

EXAMIN: JTY PRO  
REV: -  
DATE: 05-31-23  
SCALE: -  
BY: JTY  
DATE: 05-31-2023  
A07







**ELEVATION VIEW LOOKING EAST (DELTA)**

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AND MUST NOT BE COPIED, LOANED OR  
DISCLOSED TO ANY THIRD PARTY, OR USED  
FOR ANY OTHER PURPOSE WITHOUT PRIOR  
WRITTEN CONSENT FROM AMERICAN FIRE  
TRAINING SYSTEMS

AMERICAN FIRE TRAINING SYSTEMS, INC.  
12215 SOUTH NEW AVE., POB #39  
LEMONT, ILLINOIS 60439  
(630) 257-0112



**PROPOSAL FOR FIRE TRAINING FACILITY  
LOCKPORT F.P.D. - LOCKPORT, IL**

DESIGNED BY: PRO  
REV: --  
DATE: 05-31-23  
SCALE: --  
P. NO: P001208  
SHEET NO.

**A09**

EXHIBIT 'I'

**fgma**

**FGM Architects Inc.**  
1211 W 22nd St, Suite 700  
Oak Brook, Illinois 60523  
630.574.8300 OFFICE  
630.574.7070 FAX

ILLINOIS PROFESSIONAL DESIGN  
FIRM # 18-038830

**CIVIL**  
PRACTICE ENGINEERING GROUP  
LANCE E. FORD, P.E.  
LANCE E. FORD, P.E.  
LANCE E. FORD, P.E.

**STRUCTURAL**  
SPENCER WILSON ADAMS, INC.  
JAMES W. ADAMS, P.E.  
JAMES W. ADAMS, P.E.  
JAMES W. ADAMS, P.E.

**MED**  
MT GROUP

**CONSTRUCTION MANAGER**  
CORE CONSTRUCTION GROUP  
JAMES W. ADAMS, P.E.  
JAMES W. ADAMS, P.E.  
JAMES W. ADAMS, P.E.

**NOT FOR CONSTRUCTION**

FOR REVIEW ONLY  
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NO.	DATE	DESCRIPTION
1	08-04-2024	FINAL SUBMITTAL
2	08-10-2024	FINAL SUBMITTAL
3	08-10-2024	PRELIMINARY & FINAL PLANNED UNIT DEVELOPMENT PLAN

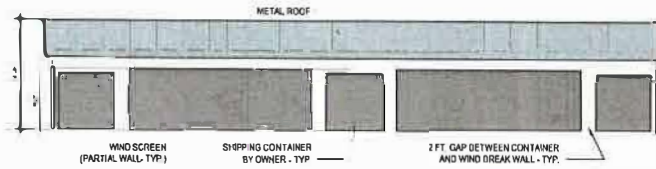
**LOCKPORT TOWNSHIP FPD  
TRAINING GROUNDS  
LOCKPORT FIRE PROTECTION DISTRICT  
W DIVISION ST, LOCKPORT, ILLINOIS 60441**

PRELIMINARY & FINAL  
PLANNED UNIT DEVELOPMENT PLAN

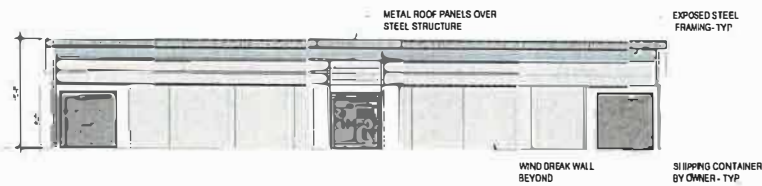
**TOWER TRAINING  
CLASSROOM  
(BUILDING 2)  
PLAN AND ELEVATIONS**

**A2.1**

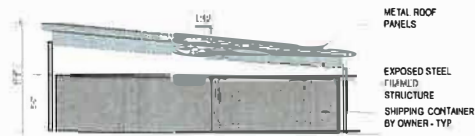
010 1/10 21 1/4/2021  
© 2021 FGM Architects Inc.



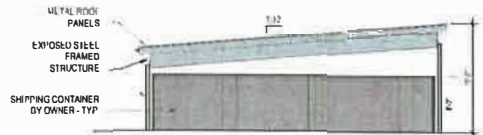
**5 | NORTH ELEVATION - BUILDING 2**  
1/8" = 1'-0"



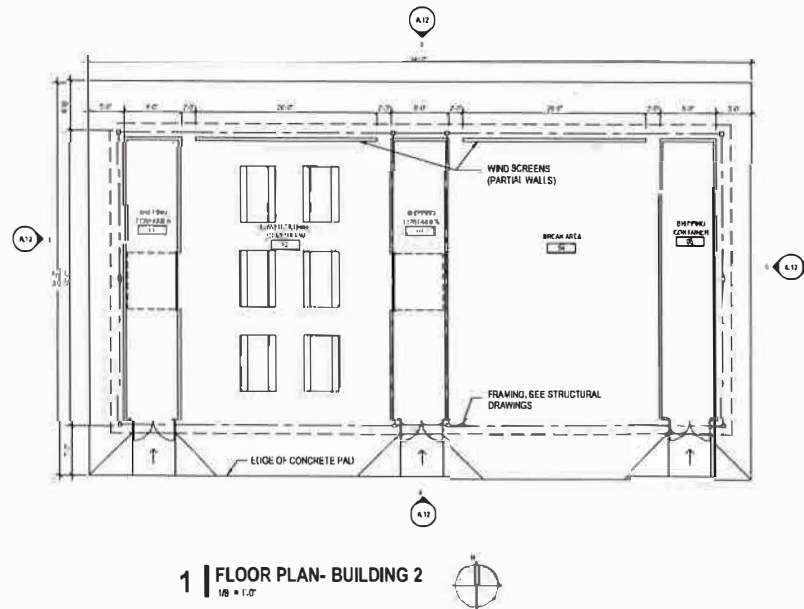
**4 | SOUTH ELEVATION - BUILDING 2**  
1/8" = 1'-0"



**3 | EAST ELEVATION - BUILDING 2**  
1/8" = 1'-0"



**2 | WEST ELEVATION - BUILDING 2**  
1/8" = 1'-0"



**1 | FLOOR PLAN - BUILDING 2**  
1/8" = 1'-0"

# **Exhibit F**

## **Landscape Plan**



[illegible]

REVISIONS		SHEET	
1	PRELIMINARY	L-1	of
2	PRELIMINARY	L-5	
3	PRELIMINARY		
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100	PRELIMINARY		

LANDSCAPE OVERVIEW &  
TREE PLAN

## REVISIONS

**LOCKPORT TOWNSHIP FIRE  
PROTECTION DISTRICT**  
CREST HILL, ILLINOIS

DESIGN • BUILD • MANAGE • OPERATE

**PINNACLE ENGINEERING GROUP**

ENGINEERING • NATURAL RESOURCES • SURVEYING

CHICAGO OFFICE  
10111 MARSH FIELDS  
SARASOTA OFFICE  
1001 1ST AVE  
1/18/04

PLAN | DESIGN | DELIVER  
www.pinnacle-ei.com

PLAN | DESIGN | DELIVER

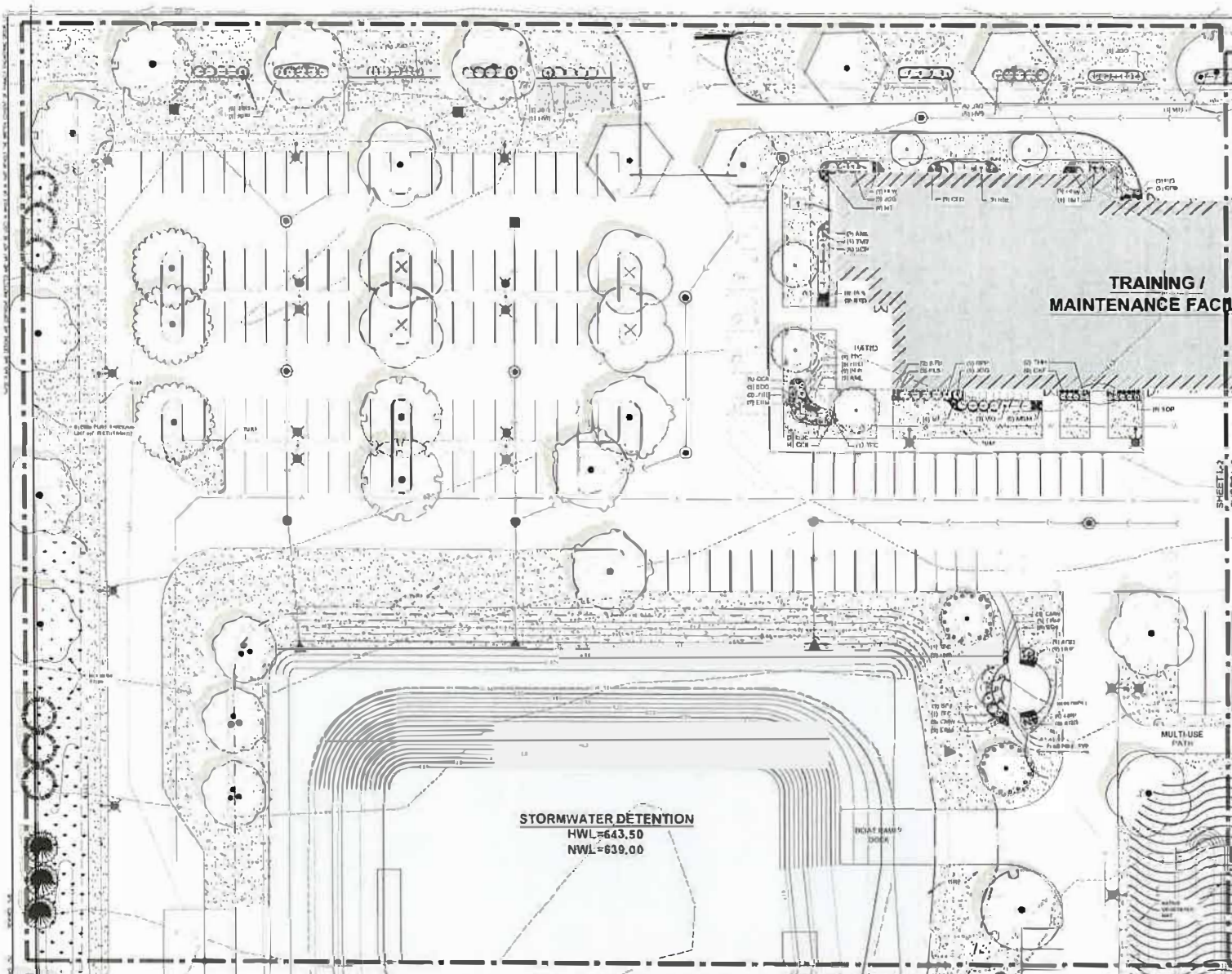
ENGINEERING GROUP  
ENGINEERING | MATERIAL RESOURCES | SURVEYING

0100  
UNACLE ENGINE





W. DIVISION STREET

[illegible]

GRAPHICAL SCALE (FEET)

#### PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT PLANS

PLAN | DESIGN | DELIVER

**LOCKPORT TOWNSHIP FIRE  
PROTECTION DISTRICT  
CREST HILL, ILLINOIS**

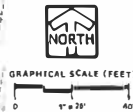
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2	PRELIMINARY AND FINAL	01/10/2014
	PLANNING UNIT DEVELOPMENT	
	BURNETT	

## LANDSCAPE ENLARGEMENT

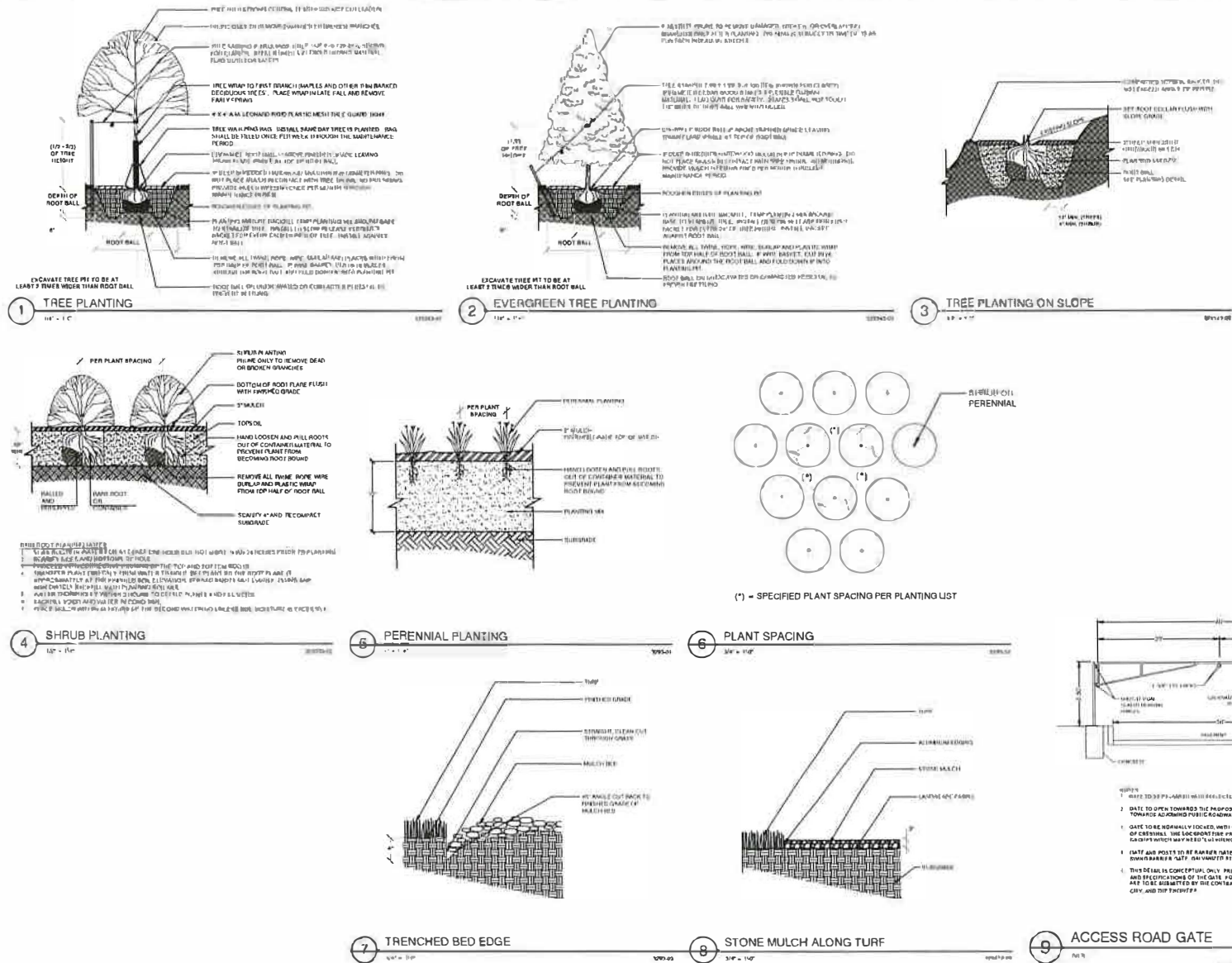
SHEET  
L-2  
or  
L-5



**PINNACLE ENGINEERING GROUP**  
ENGINEERING | NATURAL RESOURCES | SURVEYING







## 108



# **Exhibit G**

## **Advisory Committee Bylaws**

# The Lockport Township Public Safety Training Facility

## Advisory Committee



### Bylaws of the Lockport Township Public Safety Training Facility Advisory Committee

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#### Article I: Name

The name of this committee shall be the **Lockport Township Public Safety Training Facility Advisory Committee** ("the Committee").

---

#### Article II: Purpose

The purpose of the Committee is to serve as a forum for open dialogue and collaboration between public safety leaders, community members, and City of Crest Hill administrative staff to:

1. Discuss concerns and issues related to the Lockport Township Public Safety Training Facility (the "Facility").
2. Review and provide feedback on Facility operations and community impact.
3. Advocate for Facility improvements and support the facility's mission to serve both the public safety community and local residents.

## Article III: Membership

### 1. **Composition of the Committee:**

- The Committee shall consist of nine (9) members.
  - One (1) public safety leader from the Lockport Township Fire Protection District and appointed by the Fire Chief
  - One (1) public safety leader from the Lockport Police Department and appointed by the Police Chief.
  - One (1) public safety leader from the Crest Hill Police Department and appointed by the Crest Hill Police Chief
  - One (1) representative from the City of Crest Hill administrative staff and appointed by the City Administrator.
  - One (1) representative appointed by the Fields of Longmeadow Homeowners Association
  - Two (2) Community Members/Business Owners from the local community appointed by the Lockport Township Board of Trustees.
  - Two (2) Community Members/Business Owners from the City of Crest Hill appointed by the Crest Hill City Council.

### 2. **Term Length:**

- Each member shall serve a term of two (2) years, with the option to be reappointed for consecutive terms by the person or entity they were originally appointed by.

### 3. **Vacancies:**

- If a vacancy occurs, the person or entity that person was appointed by shall appoint a new member to complete the remainder of the term.

## Article IV: Meetings

### 1. **Frequency:**

- The Committee shall initially meet **quarterly** (four times a year) at a time and location designated by the Chairperson. After one year the committee will meet on an as-needed basis

### 2. **Special Meetings:**

- Special meetings may be called by the Chairperson or upon request by a majority of the Committee members.

### 3. **Quorum:**

- A quorum for conducting official business shall be a simple majority of the Committee members (i.e., five members must be present).

### 4. **Open Meetings:**

- All meetings shall be open to the public, and the agenda will be posted at least 48 hours in advance of the meeting.

### 5. **Agenda:**

- The agenda for each meeting shall be prepared by the Chairperson and distributed to all members at least one week before the meeting.

- Items for the agenda may be submitted by any member or community stakeholder at least one week before the meeting.
  - The agenda shall include an opportunity for public comment.
  - 6. Minutes:
    - The LTFPD shall coordinate the preparation, distribution, Committee approval, and record keeping of the minutes of the discussion and action taken at meetings.
- 

## **Article V: Officers**

1. **Chairperson:**
    - The Chairperson shall preside over all meetings, ensuring that the meetings are conducted in an orderly manner and that all members have the opportunity to speak.
    - The Chairperson will also represent the Committee to the Board of Trustees and the community.
  2. **Vice-Chairperson:**
    - The Vice-Chairperson shall assist the Chairperson and assume their duties in their absence.
  3. **Secretary:**
    - The Secretary shall be responsible for maintaining meeting minutes, ensuring that all records are kept and distributed to members promptly.
  4. **Election of Officers:**
    - Officers shall be elected annually by the Committee members during the first meeting of the year. Nominations will be accepted from the floor, and elections will be conducted by a simple majority vote.
- 

## **Article VI: Roles and Responsibilities**

1. **Public Safety Leaders:**
  - Provide professional insight and recommendations regarding training programs, Facility operations, community benefits of the Facility, and potential Facility impact mitigation opportunities.
  - Serve as a liaison between the Committee and their respective public safety agencies.
  - Actively participate in the planning and discussion of public safety-related matters.
2. **Administrative Staff:**
  - Serve as a liaison between the Committee and the City of Crest Hill City Council.
  - Provide professional insight and recommendations on Facility operations, applicable City of Crest Hill regulations, and potential Facility impact mitigation opportunities.
3. **Community Members and HOA Representatives:**
  - Represent the concerns, suggestions, and feedback from the organization or community they represent regarding the facility, its operation, and its impact.

- Assist in fostering community engagement, ensuring transparency, and addressing any public concerns.
- Encourage two-way communication between the public safety leaders and the broader community.

**4. All Members:**

- Attend all meetings and contribute constructively to discussions.
- Maintain confidentiality where necessary, especially in cases involving sensitive operational matters.
- Collaborate with other members to develop solutions, recommendations, and actions based on discussions.

## **Article VII: Decision-Making**

**1. Consensus and Voting:**

- The Committee shall aim for decisions by consensus. In the event consensus cannot be reached, a vote will be held, and decisions will be made by a simple majority of members present.

**2. Recommendations:**

- The Committee may make formal recommendations to the Lockport Township Board of Trustees and/or the City of Crest Hill regarding the operations, policies, or improvements to the Facility.

**3. Conflict Resolution:**

- In the event of a disagreement or conflict, the Committee shall attempt to resolve it through open dialogue and mediation. If a resolution cannot be achieved, the matter may be escalated to the Board of Trustees.

## **Article VIII: Subcommittees**

**1. Establishment of Subcommittees:**

- The Committee may establish subcommittees to address specific issues or concerns related to the training facility. Each subcommittee shall be composed of at least three members, and a subcommittee chair shall be appointed by the Chairperson.

**2. Subcommittee Reports:**

- Subcommittees shall report their findings and recommendations to the full Committee at each quarterly meeting.

## **Article IX: Amendments**

**1. Amendment Procedure:**

- These bylaws may be amended by a two-thirds majority vote of the Committee members present at any regular meeting, provided that the proposed amendments are submitted in writing to all members at least one week in advance.
- 

## **Article X: Code of Conduct**

### **1. Respect and Professionalism:**

- All members of the Committee shall act with respect, professionalism, and integrity in all discussions and deliberations.

### **2. Public Engagement:**

- Members shall encourage open and respectful dialogue and actively seek input from the community, ensuring that the diverse perspectives of all stakeholders are considered in committee discussions.

# **Exhibit H**

## **Unconditional Agreement and Consent**

## UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Crest Hill, Illinois (“City”):

**WHEREAS**, the Lockport Township Fire Protection District (the “Applicant”) is the owner of that certain real property commonly known vacant land located south of W. Division Street, in the City of Crest Hill, Illinois and bearing the current PIN: 11-04-29-200-009-0000 (“Property”); and

**WHEREAS**, Ordinance No. 2016, approved and passed by the Crest Hill City Council on April 7, 2025, (“the Ordinance”), approved various special use permits to allow the development of the Property as a planned unit development with a multi-building public safety training and maintenance facility and a government firing range, subject to certain enumerated and specified conditions; and

**WHEREAS**, Section 12 of the Ordinance provides, among other things, that the Ordinance shall not take effect, and is subject to automatic repealer and rescission, unless and until the Applicant has executed, within 60 days following the passage of the Ordinance, this Unconditional Agreement and Consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance.

**NOW, THEREFORE**, the Applicant does hereby agree, and covenant as follows:

1. The Applicant hereby unconditionally agrees to, accept, consent to, and will abide by all terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the application process and passage of the Ordinance, understands and has considered the possibility of revocation of the Ordinance as a result of violation of its terms or failure to abide by the conditions set forth in the Ordinance, and agrees, covenants and warrants that it will not challenge any such revocation on the basis of any procedural infirmity or a denial of any procedural right, provided that notice of the City’s intent to Repeal or Revoke the Ordinance is provided to the Applicant as required by Section 7 of the Ordinance.
3. The Applicant acknowledges and agrees that the City shall not be in any way liable for any damages or injuries that may be sustained as a result of the City’s granting of the Special Use Permit or its passage of the Ordinance, and that the City’s approvals do not, and will not, in any way be deemed to insure the Applicant against damage or injury of any kind at any time.
4. The Applicant hereby agrees to release, defend, indemnify and hold harmless the City of Crest Hill, its corporate authorities, elected and appointed officials, officers, employees, agents, representatives, and attorneys from any and all claims that may, at any time, be asserted against them in connection with (a) the City’s review and approval of any plans and issuance of any permits, (b)



Lockport Township Fire Protection District

John O'Connor  
By: John O'Connor

Its: FIRE CHIEF

Date: April 10, 2025

SUBSCRIBED and SWORN to before me  
this 10 day of APRIL, 2025.

[Signature]  
Notary Public

My commission expires: 5/30/27





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**Agenda Memo****Crest Hill, IL**

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<b>Date:</b>	1/15/2026
<b>Submitter:</b>	Gary Richardson Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Approval of Pay Request #36 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$241,593.01.

**Summary:**

Strand Engineering and Staff have reviewed the attached pay request from Vissering Construction Inc for the West Plant Expansion Project and are asking the council to approve these along with the invoice in the list of bills. Vissering's pay request #36 is \$241,593.01 for work performed between December 1 and December 31, 2025. Once the City receives the disbursement check from the IEPA the City will release the check to Vissering.

**Recommended Council Action:**

Approval of Pay Request #36 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$241,593.01.

**Financial Impact:**

See attached memo and application for payment from Strand Engineering.

**Attachments:**

Memo and application for payment from Strand Engineering Pay Request #36.

SUMMARY SHEET  
(Use with AP2 or AP3)

## APPLICATION FOR PAYMENT

ATTN: GARY RICHARDSON, DIRECTOR OF PUBLIC WORKS  
 OWNER: 20600 CITY CENTER BLVD, CREST HILL, IL  
 60403  
 CONTRACTOR: VISSERING CONSTRUCTION  
 COMPANY

PROJECT: W. SEWAGE TREATMENT PLANT  
 IMPROVEMENTS  
 CONTRACT: 1-2022 (11108.00)  
 12.31.2025

PAYMENT APPLICATION NO.: 36

<u>CONTRACT AMOUNT</u>	
ORIGINAL CONTRACT AMOUNT	\$50,640,000.00
PLUS: ADDITIONS TO CONTRACT	\$388,981.00
LESS: DEDUCTIONS FROM CONTRACT	\$1,441,615.00
ADJUSTED CONTRACT AMOUNT TO DATE	\$49,587,366.00
<u>WORK PERFORMED</u>	
COST OF WORK COMPLETED	\$42,649,067.25
PLUS MATERIALS STORED (ATTACH SCHEDULE)	\$0.00
NET AMOUNT EARNED TO DATE	\$42,649,067.25
LESS AMOUNT OF RETAINAGE	\$2,479,368.30
SUBTOTAL	\$40,169,698.95
LESS PREVIOUS PAYMENTS	\$39,928,105.94
<b>AMOUNT DUE THIS APPLICATION</b>	<b>\$241,593.01</b>

## CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies, to the best of its knowledge, the following: (1) All previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as covered by a bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest, or encumbrances); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

VISSERING CONSTRUCTION COMPANY

CONTRACTOR

BY: T. Marzetta

(Authorized Signature)

BY: \_\_\_\_\_

Tony Marzetta, Project Manager

(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

DATED: January 8, 2026

STRAND ASSOCIATES, INC.®

BY: Dominic Gattone

(Authorized Signature)

BY: Dominic Gattone

(Print Name)

# Contractor's Application for Payment No. 36

Application Period: 12.01.25-12.31.2025		Application Date: 12.31.2025
To (Owner) CITY OF CREST HILL, IL; ATTN: J.HANSEN 20600 CITY CENTER BLVD, CREST HILL, IL 60403	From (Contractor): <b>VISSERING CONSTRUCTION COMPANY</b>	Via (Engineer): <b>STRAND ASSOCIATES</b>
Project: <b>W. SEWAGE TREATMENT PLANT IMPROVEMENTS</b>	Contract: <b>GENERAL CONSTRUCTION</b>	
Owner's Contract No.:	Contractor's Project No.: <b>11108.00</b>	Engineer's Project No.: <b>1-2022</b>

## Application For Payment Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
1	\$45,297.00	(\$1,383,338.00)		
2	\$19,757.00			
3	\$9,362.00	(\$16,295.00)		
4	\$45,205.00	(\$1,807.00)		
5	\$26,445.00	(\$16,673.00)		
6	\$56,463.00	(\$20,035.00)		
7 & 8	\$55,757.00			
9	\$130,695.00	(\$3,467.00)		
TOTALS	\$388,981.00	(\$1,441,615.00)		
NET CHANGE BY CHANGE ORDERS	(\$1,052,634.00)			

1. ORIGINAL CONTRACT PRICE.....	\$	50,640,000.00
2. Net change by Change Orders.....	\$	(1,052,634.00)
3. Current Contract Price (Line 1 ± 2).....	\$	49,587,366.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	42,649,067.25
5. RETAINAGE:		
a. 5%   X   \$ 49,587,366.00 Work Completed.....	\$	2,479,368.30
b. 10%   X                      Stored Material.....	\$	-
c. Total Retainage (Line 5a + Line 5b).....	\$	2,479,368.30
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	40,169,698.95
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	39,928,105.94
8. AMOUNT DUE THIS APPLICATION.....	\$	241,593.01
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	9,417,667.05

### Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Tj Matt  
Tony Marzetta, Project Manager

Date: 1/7/2026

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.



Strand Associates, Inc.®  
1170 South Houbolt Road  
Joliet, IL 60431  
(P) 815.744.4200  
www.strand.com

January 8, 2025

Mr. Gary Richardson, Director of Public Works  
City of Crest Hill  
20600 City Center Boulevard  
Crest Hill, IL 60403

Re: Crest Hill West Sewage Treatment Plant Improvements  
Contract 1-2022  
City of Crest Hill, Illinois (City)

Dear Mr. Richardson:

Enclosed are Pay Application No. 36, waivers of lien, certified payroll, American Iron and Steel documentation, and apprenticeship reporting forms for the City's West Sewage Treatment Plant Improvements project. A summary of the Contract status is shown on the enclosed Application for Payment.

For Pay Application No. 36, Vissering Construction Company (Contractor) is requesting a total of \$241,593.01 for the work performed between December 1 and 31, 2025. Please refer to its breakdown of values in the enclosed pay application. Specifically, this value includes a variety of items such as general conditions; overhead and profit; site piping work including natural gas, stainless-steel air piping installation, Structure 70 small plumbing; piping insulation; and building interior conduit and wire installation. Strand Associates, Inc.® has reviewed the pay application submitted by Contractor and recommends the Application for Payment request in the amount of \$241,593.01.

The current total Contract amount is \$49,587,366.00. There have been nine change orders to date. Total work completed through December 31, 2025, is \$42,649,067.25. A total of \$2,479,368.30 is being held in retainage, in accordance with the Contract Documents.

If there are any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®

Dominic L. Gattone, P.E.

Enclosures





## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	January 19, 2026
<b>Submitter:</b>	Blaine Wing, City Administrator
<b>Department:</b>	Administration
<b>Agenda Item:</b>	Discussion and Approval of Fiber Agreement with Metronet pending final legal approvals

**Summary:** The City has received agreements from two (2) fiber companies (Metronet and Ripple) to install fiber through the City to residents and businesses. As noted in November of 2025, these companies are legally able to place their fiberoptic cable in the City, and that is now based on the agreement (which has some limited restrictions).

Both Metronet and Ripple had representatives on January 12<sup>th</sup> and both will have representatives at Monday night's meeting on the 19<sup>th</sup> to answer any final questions.

**Recommended Council Action:** To approve the agreement with Metronet pending final legal approvals.

**Financial Impact:**

**Funding Source:** No

**Budgeted Amount:** No

**Cost:** No

**RIGHT OF WAY USE AGREEMENT  
FOR FIBER OPTIC NETWORK  
BY AND BETWEEN  
THE  
CITY OF CREST HILL  
AND  
METRO FIBERNET, LLC**

This Right of Way Use Agreement (hereinafter, the “Agreement”) is made between the City of Crest Hill, an Illinois municipal corporation (including the lawful successor, transferee, designee, or assignee thereof, hereinafter, the “City”) and Metro Fibernet, LLC, a Nevada limited liability company (including its operational affiliates, hereinafter, “Grantee”), this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “Effective Date”). City and Grantee are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

**STATEMENT OF INTENT**

WHEREAS, the City intends, by adoption of this agreement, to bring about further development and operation of a City-wide Fiber Optic Network to provide telecommunications and Broadband Internet Access Service (“BIAS”). Such development can contribute significantly to the communication needs and desires of the residents and citizens of the City and the public in general. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a City-wide Fiber Optic Network.

WHEREAS, the Parties desire to enter into this Agreement to provide for such rights and obligations, all upon the terms and conditions as are more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

**SECTION 1: Definition of Terms.**

For purposes of this Agreement, all capitalized terms, phrases, words, and abbreviations used herein shall have the meanings as are ascribed to them in this Section 1. All other capitalized terms, phrases, words and abbreviations not defined in this Section 1 shall have their meanings in common usage.

“Access Area” means the corporation boundaries of the City as depicted on the attached Exhibit A and as amended, from time to time, pursuant to Section 4 of this Agreement to reflect annexations and new/planned developments within the City.

“BIAS” means broadband internet access service, which is a service by wire or radio, whether offered on a mass-market retail, enterprise, or wholesale basis, that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the service, but

excluding dial-up internet access service and any service that the FCC determines, from time to time, to be functionally equivalent. Notwithstanding in this Agreement to the contrary, nothing will preclude Grantee from providing fiber-based services to the City of Crest Hill or any businesses located within the Access Area.

“FCC” means the Federal Communications Commission of the United States of America.

“Fiber Optic Network” means Grantee’s facilities and equipment that comprise the network, consisting of a set of signal generation, reception and control equipment and fiber routes that are collectively designed to provide BIAS and telecommunications service to multiple Subscribers within the Access Area, but such term does not include (i) a facility that serves Subscribers without using any Public Ways, (ii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, as amended, except that such a facility shall be considered a Fiber Optic Network to the extent such facility is also used in the transmission of BIAS or telecommunications service directly to Subscribers; or (iii) any facilities of any electric utility used solely for operating its electric utility systems.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public Way” shall mean the surface of, and the space above and below, any public street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Access Area, to the extent that the City has the legal right and authority to authorize, regulate, or permit the location of facilities other than those of the City along such surface or space.

“Subscriber” means a Person who lawfully receives with the Grantee’s express permission, and pays Grantee for, the provision of BIAS over the Fiber Optic Network.

## **SECTION 2: Grant of Authority.**

2.1. Grant. The City hereby authorizes the Grantee to construct and operate a Fiber Optic Network in the Public Ways within the Access Area and, for that purpose, to erect, install, construct, micro-trench, repair, replace, reconstruct, maintain, or retain in any Public Way such wires, lines, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to, or useful in the operation of, the Fiber Optic Network, and to provide such services over the Fiber Optic Network as may be lawfully allowed. Grantee shall not be required to pay franchise fees to the City under this Agreement.

2.2. Fees. So long as Grantee is and remains a “Telecommunications Retailer”, as that term is defined and used under the Telecommunications Municipal Infrastructure Maintenance Fee Act (“TIMFA”) (35 ILCS 635/10), Grantee shall not be required to pay any additional fees to the City



under this Agreement, including any site specific permits for the installation of facilities. Grantee shall be required, however, to timely pay all taxes imposed under the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5) to the State of Illinois and failure to do so shall constitute a material breach of this Agreement.

2.2.1. Annual Certification. Within thirty (30) days of the Effective Date and on or before each anniversary of the Effective Date, Grantee shall certify to the City in writing that it is and remains a Telecommunications Retailer and provide all documents reasonably requested by the City to support said certification.

2.2.2 License and Permit Fees. In the event that Grantee ceases to be a Telecommunications Retailer during the Term of this Agreement, Grantee shall immediately notify the City, and the parties shall promptly meet and confer in good faith to negotiate an appropriate amendment to this Agreement to establish reasonable compensation to the City taking into account the scope of Grantee's facilities, applicable law, and industry standards.

2.2.3 Non-Telecommunications Facilities. Anything else in this Agreement notwithstanding, if Grantee installs any facilities that do not provide "Telecommunications" as defined under TIMFA, they shall be subject to the City's standard permit and license fees for such installation

2.3. Application and Permit. That as part of this Grant of Authority, Grantee and its contractors and/or installers must complete the City's Application or process for High-Speed Fiber Optic Cable Utility Installations and receive approval of a permit to locate, construct, operate, and maintain on the location indicated in the Application. The City agrees to expedite any such application requests and shall not unreasonably withhold, condition or delay approval. Upon issuance of the Permit, Grantee agrees to abide by all the conditions and restrictions listed on the Permit and said conditions and restrictions are incorporated herein and made a part hereof, and Grantee will ensure any and all contractors and/or installers abide by the conditions and restrictions of the permit. Notwithstanding anything in this Agreement to the contrary, any conditions or restrictions imposed shall be reasonable, nondiscriminatory, and consistent with applicable law. Grantee shall at all times fully comply with all applicable ordinances, standards, and policies of the City, including without limitation all requirements of Title 12 (Streets and Sidewalks), as amended from time to time.

2.3.1. Initial Build Location Plan. Before applying for any permits under this Agreement, Grantee shall first prepare and submit a preliminary plan of the entire planned network for the City to evaluate and make any reasonable changes the City deems necessary.

2.3.2. Costs. For the avoidance of doubt, all costs and expenses associated in any way with the Grantee's exercise of its rights and licenses under this Agreement are and shall be undertaken solely at Grantee's sole cost and expense. If the City undertakes any action or incurs any cost directly and reasonably related to supporting Grantee's construction, installation, maintenance, and operation of the Fiber Optic Network

contemplated hereby, including reasonable legal, engineering, and other professional fees, Grantee agrees to reimburse the City for actual, reasonable and documented costs for the same.

2.4. Term and Renewal. The initial term of this Agreement shall be for a period of ten (10) years from the Effective Date, unless earlier terminated in accordance with the terms herein and/or applicable law (the “Initial Term”). This Agreement shall automatically renew for up to four (4) additional five (5) year periods thereafter (each, a “Renewal Term”), unless Grantee notifies the City of its intent not to renew at least one hundred and twenty (120) days prior to the end of the Initial Term or the then current Renewal Term.

2.5. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power. City’s obligations to police the use of the Public Way shall be limited solely to those areas located within the territorial limits of the City, or otherwise under the City’s jurisdiction.

2.6. Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the City to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (iii) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.7. Parking. Notwithstanding anything to the contrary herein, and provided that appropriate vehicle safety markings have been deployed, Grantee’s vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair, and maintenance work on the Fiber Optic Network. Grantee shall use all reasonable efforts, including the phasing of work activities, so that there is a minimum interference with pedestrian and vehicular traffic. Grantee shall, at all times, fully comply with all requirements of the City’s code of ordinances, as amended from time to time.

2.8. Safety. Grantee is and shall be solely and exclusively responsible for the safety of its employees, agents, contractors, and the general public during any and all construction, installation, excavation, maintenance, and operation of the contemplated Fiber Optic Network, and all associated facilities and systems, within the Public Ways as authorized by this Agreement. Grantee shall comply with applicable safety laws and standards and shall not be held responsible for hazards or conditions caused by the City or third parties outside of Grantee’s control. Grantee or other persons acting on its behalf, at its own expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of any work in or affecting the Public Ways or other property.

2.9. Compliance. Grantee agrees to abide by all federal, state, and local laws, rules, and regulations applicable to BIAS providers and to the construction, installation, operation, maintenance, repair, and removal of a Fiber Optic Network.

2.10. Title and Condition of the Public Ways. It is understood and agreed that the City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the Public Ways; the condition of any underground duct or conduit; other existing utilities, facilities, or installations in the Public Ways; any other improvements or soils located in the Public Ways; or the suitability of the Public Ways for Grantee's intended use. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXPRESSLY DISCLAIMED. Grantee assumes all risks associated with the placement, operation, maintenance, and removal of its facilities within the Public Ways. Grantee accepts and utilizes the Public Ways, if at all, on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis, including any existing environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any claims concerning the title, boundaries, or condition of the Public Ways.

2.11. Emergency Removal or Relocation. As soon as practicable following written notice from the City, the Grantee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Fiber Optic Network within the Public Ways whenever the City has determined in the exercise of its governmental proprietary rights and powers, that such temporary or permanent removal, relocation, change or alteration, is reasonably necessary (a) to protect against an imminent threat to the health and safety of the Public or (b) to facilitate any City project necessary to protect against an imminent threat to the health and safety of the Public. In the event the Grantee is required to disconnect, relocate, remove, change, or alter the position of part or all of Fiber Optic Network under this Section and fails to do so within the time reasonably required by the City, the City may make or cause to be made such disconnection, relocation, removal, change, or alteration, and the Grantee shall be liable to the City for all actual, reasonable and documented costs incurred in connection with the same, which costs shall be paid upon written demand.

### **SECTION 3: Construction and Maintenance of the Fiber Optic Network.**

3.1. Public Way Regulation. Except as may be otherwise provided in this Agreement, Grantee shall comply with all generally applicable ordinances to all occupants of the Public Way pursuant to of the City Code of Crest Hill, as may be amended from time to time. The Public Way will continue to be public property held in trust for the general public and this Agreement does not give rise to any right of ownership in the Public Way to Grantee.

3.2. Aerial and Underground Construction. Grantee shall place its Fiber Optic Networks' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's fiber and other equipment without technical degradation of the Fiber Optic Network's signal quality or as otherwise agreed between Grantee and the City. If any underground location(s) are not capable of accommodating the Grantee's fiber and other equipment without technical degradation of the Fiber Optic Network's signal quality, Grantee shall coordinate with the City's Public Works Director to find a mutually acceptable alternative solution. For the avoidance of doubt, no permanent above-ground facilities or installations will be permitted without the prior written approval of the City.

3.3. Construction. All plans and specifications for construction and installation of the Fiber Optic Network shall be submitted and approved by the Public Works Director or his designee at least forty (40) days prior to the commencement of any construction or installation. Grantee understands and agrees all work done hereunder will be performed in a good and workman-like manner and all of the cost and expenses of the installation and construction will be paid for by Grantee. If any damage or harm is done to the Public Way, any municipal facilities in the Public Way, any other public or private utility or other improvements located in or adjacent to the Public Way, or any other public or private property located in or adjacent to the Public Way during the construction and installation of the network (including without limitation private landscaping, hardscaping, sprinkler systems, mailboxes, and other similar improvements), the Grantee will be responsible for the costs and expenses to return the Public Way and any such improvements or property to the condition it was in prior to the commencement of the construction. Restoration obligations shall not include pre-existing conditions or unrelated defects.

3.3.1. Construction Completion Security. Prior to commencing any construction project(s) within the corporate boundaries of the City, Grantee shall provide the City with financial surety to secure the completion of each such project(s) and all associated restoration work in full compliance with Section 12.28.100 of the City's code of ordinances, as amended from time to time.

3.4. Interference. The Fiber Optic Network will be constructed, installed, maintained, and removed by Grantee as not to interfere with the City's rights to the Public Way, the City's use of the Public Way, the City's public utilities in the Public Way, or the rights of any public or private person with property, facilities, or improvements in or abutting and adjoining the Public Way. The City shall notify Grantee before attempting to resolve any conflict or interference.

3.5. No Representations. Grantee understands no representations as to the condition and repair of the Public Way have been made by the City.

3.6. Existing Rights of Third Parties. Grantee understands and agrees that the City, public utilities, cable television companies, and other public and private persons, as well as their successors and assigns, may also have certain rights in, over, under, upon, or across the Public Way and this Agreement is subject to any previously granted rights.

3.7. Relocation. Grantee acknowledges that the City may require, from time to time, that Grantee's facilities placed in the Public Way pursuant to this Agreement be relocated if deemed reasonably necessary for the public health, safety and welfare by the City, in its sole discretion, for any public projects or improvement.

3.7.1. Grantee shall, and shall be provided an opportunity to, participate in the planning for relocation of its facilities, if any, and shall be reimbursed its relocation costs from public or private funds allocated for such relocation to the same extent as such funds are made available to other users of the Public Way, if any.

3.7.2. Upon receipt of such notification by City to Grantee that the facilities will need to be relocated, the Parties will, within thirty (30) days, mutually agree upon the length of time it will take for Grantee to accommodate such request, which will not exceed 180

days except upon good cause shown in writing, and upon and in accordance with the terms of such agreement, Grantee shall proceed with such relocation. City agrees that it shall use reasonable efforts to assist Grantee with any relocation required under this Section 3.7.

3.8. Non-Interference. The City shall not physically interfere with or cause harmful interference to the Fiber Optics Network installed by Grantee pursuant to this Agreement, except to the extent necessary to preserve life, safety, health and welfare, or otherwise to protect and preserve any property, facilities, or improvements of the City. The Parties shall coordinate with each other on any maintenance of the Public Way and the Fiber Optic Network so as not to obstruct or impede each other's performance of such maintenance. Grantee shall provide the City with a telephone number and email address for a primary point of contact that the City can contact to request Grantee's coordination pursuant to this Section. The primary point of contact must be available 24/7 to respond to emergency situations that may arise.

3.9. Maintenance. Grantee will be solely responsible for the cost and expenses of any and all repairs or maintenance to the Fiber Optic Network. All maintenance and repairs must be done in a good and workman-like manner. If during the repairs or maintenance any harm or damage is done to the Public Way, any municipal facilities in the Public Way, any other public or private utility or other improvements located in or adjacent to the Public Way, or any other public or private property located in or adjacent to the Public Way as a result of the repair of maintenance being performed, Grantee will be responsible for the costs and expenses to return the Public Way and/or any other such property, facilities, and improvements to the condition they were in prior to the commencement of the maintenance or repairs.

3.10 Restoration. Subject to appropriate weather conditions, within thirty (30) calendar days after completing placement or repairs to Grantee's fiber optic cable, facilities and equipment, Grantee, at its sole cost and expense, shall restore the Public Way and any other affected property, improvements, or facilities to a condition reasonably equivalent to that which existed prior to commencing the placement or repairs and shall provide sufficient security for such restoration pursuant to Section 12.28.100 of the City's Code of Ordinances, as amended from time to time.

3.11. Subordination. Anything in this Agreement to the contrary notwithstanding, Grantee's rights under this Agreement shall be at all times subordinate to the City's right to ingress and egress and use the Public Ways. This Agreement is not intended and shall not be deemed to convey any right, title, or interest (including leasehold interest) in the Public Ways, but shall be deemed to be a license only to use and occupy the Public Ways for the limited purposes stated herein. In the event of default by Grantee, the City shall not be obligated to bring a forcible entry and detainer action to terminate the Grantee's rights hereunder.

3.12. Environmental. Grantee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the Public Way in any manner without prior written approval of the City. Grantee shall take all reasonable steps to ensure that Grantee will not release any regulated material in violation of any Federal or State environmental law on, in, around, or under the Public Ways or any other public or private property. In the event that

Grantee causes or contributes to any such release, Grantee, at its sole cost and expense, shall remediate, remove, clean up or abate the release in accordance with all applicable Federal and State laws and any applicable directives of the appropriate oversight agency. In the event of a release of a regulated material in violation of a Federal or State law on, in, around, or under the Public Ways or any other public or private property by the Grantee or any person acting on behalf of Grantee, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 7.2 shall apply.

3.13. As-Built Drawings. Upon completion of each and every installation, modification, or relocation of any part of Grantee's Fiber Optic Network or related improvements, Grantee shall provide the City with as-built drawings showing the actual locations its infrastructure in the Public Way and to reconcile any perceived discrepancy in lineal footage for fee calculation purposes.

#### **SECTION 4: Service Obligations.**

4.1. Service Obligations. Grantee shall design the Fiber Optic Network to provide BIAS to Subscribers upon their request throughout the Access Area, subject to commercially reasonable and technical feasible conditions. Nothing herein shall require Grantee to serve any location where such service would be economically or technically impracticable, provided Grantee uses good faith efforts to evaluate and accommodate requests. The Grantee shall continue to make BIAS available in the Access Area throughout the term of this Agreement, and Grantee may extend its Fiber Optic Network and provide service consistent with the provisions of this Agreement.

4.2. General Service Obligation. The Grantee may, but shall not be obligated to, make BIAS available beyond the initial Access Area to every residential dwelling unit within the Access Area where the minimum density is at least fifty (50) dwelling units per linear mile of the Fiber Optic Network as measured from the Fiber Optic System's closest commercially reasonable and technically feasible connection point ("Access Point"). Subject to this density requirement, Grantee may offer BIAS to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the nearest Access Point along the Fiber Optic Network (hereinafter, a "Standard Installation").

4.2.1. Long Drops. The Grantee may elect to provide BIAS to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Technical Standards. The Grantee shall comply with all applicable industry technical standards mutually agreed by the Parties from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City.

4.4. Annexations and New/Planned Developments. In cases of annexation to the Access Area, the City shall provide the Grantee written notice of such annexation meeting the density

standards of Section 4.2. In cases of new construction, planned developments or property development where undergrounding or extension of the Fiber Optic Network is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Agreement.

4.5. **Subscriber Service Obligations.** The City and Grantee acknowledge that Section 8.1(a) of the FCC's rules, 47 C.F.R. § 8.1(a), requires BIAS providers to publicly disclose accurate information to their Subscribers regarding the providers' network management practices, performance characteristics, and commercial terms of its BIAS. Grantee shall comply with this disclosure obligation and all other consumer disclosure and information protection requirements under applicable law.

4.6 **Interruptions.** The City will follow all State of Illinois One Call Notice System (aka JULIE) related to safe digging around facilities within the Public Way and will physically identify Grantee's facilities when digging within two feet of its marked facility.

## **SECTION 5: Oversight and Regulation by City.**

5.1. **Proprietary Information.** Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. In the event that Grantee voluntarily discloses any proprietary and confidential materials, it shall explicitly designate them as such. Failure by Grantee to explicitly designate materials as proprietary and confidential relieves the City of any obligations under this Section as to those materials. The City agrees to treat any proprietary and confidential information disclosed by the Grantee as confidential and, to the extent permitted by law, only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" may include, but are not limited to, information relating to the Fiber Optic Network design, Subscriber lists, marketing plans, financial information, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may elect to make proprietary or confidential information available for inspection, but not copying or removal.

5.2. **FOIA Processes.** In executing this Agreement, Grantee acknowledges and understands that the City is a municipal corporation that is a "Public Body" subject to the requirements of the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*). The Grantee further acknowledges, understands, and agrees that FOIA may operate to require the City to disclose designated confidential and proprietary information to a third party making a request under FOIA. In the event that the City receives any FOIA request for designated confidential and proprietary information, the City shall notify the Grantee of said request, in writing, as soon as practicable. Upon receipt of such notice, the Grantee shall have forty-eight (48) hours to either (i) agree to the

City's disclosure of the requested information or (ii) demand in writing that the City redact or withhold said information pursuant to this Agreement, provided that any such demand must have a reasonable basis in existing law (including but not limited to the exemptions set forth in FOIA). In the event that the Grantee agrees to the City's disclosure of records containing any designated confidential and proprietary information, or if the Grantee fails to respond to the City within the forty-eight (48) hour period set out above, the Grantee hereby releases, waives, and holds harmless the City from any and all injuries, claims of damage, or other liabilities as may be incurred by the Grantee as a result of such disclosure. In the event that the Grantee demands, in writing, that the City redact or withhold any designated confidential and proprietary information, the Grantee hereby agrees to defend and indemnify the City from and against any and all claims, damages, liabilities, injunctions, fees, fines, penalties, or any other costs, however described, as may be incurred by or assessed against said City because of the redactions to or withholding of records demanded by the Grantee. The City shall cooperate with Grantee in asserting applicable FOIA exemptions and shall not disclose such information until Grantee has had a reasonable opportunity to seek protective treatment under law. Further, in the event that the City redacts or withholds any designated confidential and proprietary information after a written demand made by the Grantee pursuant to this Section and such redaction or withholding results in any appeal, review, claim, or other litigation before any judicial or administrative body of competent jurisdiction (specifically including, but not limited to, the Public Access Counsellor in the Office of the Illinois Attorney General), the Grantee agrees to reimburse the City for all actual, reasonable and documented costs and expenses, including but not limited to any and all reasonable attorneys' fees, incurred by City in defense of such appeal, review, claim, or other litigation. Production of any document, record, or information under FOIA pursuant to a court order or as directed by the Illinois Attorney General does not constitute a violation of the City's obligations under this Section 5.

5.3 Mandatory Legal Process. In the event that the City receives any subpoena, order, or other mandatory legal process that directs or requests the disclosure of any designated confidential and proprietary information, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request if requested by Grantee, but at no cost or expense to the City. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential. The City shall not disclose such information until the Grantee has had a reasonable opportunity to seek protective treatment under applicable law, unless otherwise required by an immediate court order. Compliance by the City with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

## **SECTION 6: Assignment of Agreement.**

6.1. The Grantee may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.2. The Grantee, and any proposed assignee for which City consent is required under this Section 6, shall submit a written application to the City containing or accompanied by such information as is reasonably required by the City. If the City should fail to reply to Grantee's notice



of assignment and request for consent within sixty (60) days, the City's consent shall be deemed granted. No consent shall be required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Agreement in order to secure indebtedness, (2) a transfer to an affiliate of Grantee that controls Grantee, is directly or indirectly owned or controlled by Grantee, or is commonly controlled with Grantee, or (3) a transfer of control to any person or entity which acquires, directly or indirectly, substantially all of the assets of, or a controlling ownership interest in, Grantee as a going concern.

## **SECTION 7: Insurance, Indemnity, and Limitation of Liability**

7.1. **Insurance.** Throughout the term of this Agreement, the Grantee shall, at its own cost and expense, maintain all insurance coverages required by Chapter 12.04 (Excavations) of the City's code of ordinances, as amended from time to time. All required insurance policies shall name the City and its officers, boards, commissions, councils, elected officials, agents, and employees as additional insureds; shall provide the City and its officers, boards, commissions, councils, elected officials, agents, and employees with primary and non-contributory coverage with no requirement of exhaustion; and shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall also provide workers' compensation coverage in accordance with applicable law and shall defend, indemnify, and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Agreement. Grantee shall provide the City with certificates of insurance demonstrating full compliance with this Section prior to commencing any construction activities within the City, and shall provide new or updated certificates upon demand .

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "**Indemnitees**") from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "**Indemnification Events**"), arising in the course of the Grantee constructing, operating or maintaining its Fiber Optic Network within the City, except to the extent caused by the gross negligence or willful misconduct of the Indemnitees. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events, which may occur during or after the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "**timely**" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. Unless otherwise agreed to between the Parties in writing, the City shall have the right to be defended by its own counsel, selected by the City, but Grantee shall directly pay all associated attorney's fees and costs. The indemnification provided for herein shall survive the expiration or earlier termination of this Agreement so long as the Grantee continues to operate a Fiber Optic Network within the corporate boundaries of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from gross negligence or willful misconduct or any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

7.3. Limitation of Liability. In connection with the subject matter of this Agreement, neither Party shall be liable to the other Party for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. This limitation shall survive the expiration or earlier termination of this Agreement.

## **SECTION 8: Breach of Agreement; Default.**

8.1. Notice of Violation or Default. Upon a failure by Grantee to comply with any material term of this Agreement, the City shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default and demand that Grantee promptly remedy or cure such default.

8.2. Right to Cure; Termination. If such default is not cured within sixty (60) days after the receipt of such notice, the City shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, in addition to any other remedies available to it by law or in equity, to terminate this Agreement by giving written notice of the same. In the event that it is impractical to cure the default in such timeframe, Grantee shall request an extension of the cure period in a writing that sets out the reason for the request, Grantee's plan to cure the default, and any other aggravating or mitigating circumstances. Upon receipt of such a written request by the City, the Parties will work in good faith to establish a reasonable cure period, but in the absence of an agreement, the City's determination shall be final. This Agreement will immediately terminate if Grantee's approval, authorization, certification or license to provide BIAS or a Fiber Optic Network has been terminated or revoked by a final order that is no longer subject to appeal.

8.3. Specific Performance. Nothing in this Agreement shall preclude the Parties from seeking immediate equitable and/or injunctive relief from a court of proper jurisdiction with regard to any breach of this Agreement, including, but not limited to, specific performance, a temporary restraining order, or an injunction related to the purposes of this Agreement.

## **SECTION 9: Miscellaneous Provisions.**

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snowstorm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Fiber Optic Network, governmental, administrative or judicial order or regulation or

other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's fiber or equipment is attached, delays caused by governmental permitting authorities, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) by overnight courier, or (iii) by delivering the same in person to such Party, addressed as follows:

***To the City:***

City of Crest Hill  
20600 City Center Boulevard  
Crest Hill, Illinois 60403  
Attn: City Administrator

***With copy to:***

Spesia & Taylor  
1415 Black Road  
Joliet, Illinois 60435  
Attn: Michael R. Stiff  
Email: mstiff@spesia-taylor.com

***To the Grantee:***

Metro Fibernet, LLC  
3701 Communications Way  
Evansville, IN 47715  
Attn: Sr. Vice President Construction

***With copy to:***

Metro Fibernet, LLC  
11880 College Boulevard, Ste. 100  
Overland Park, KS 66210  
Attn: Legal

Any notice sent in conformance with this Section shall be deemed delivered: (i) if mailed on the fifth (5<sup>th</sup>) business day following deposit in the United States mail, (ii) if sent by overnight courier on the next business day following transmission, or (iii) if by personal delivery then on the date physically delivered in person.

9.3. Entire Agreement. This Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either Party may notify the other in writing that the Agreement has been materially altered by the change and of the election to begin negotiations to amend the Agreement

in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the Parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5 Governing Law; Exclusive Jurisdiction and Venue. The Parties agree that this Agreement shall be construed under the laws of the State of Illinois without the application of any conflicts of laws principals. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to any federal court. Notwithstanding the foregoing, Grantee may initiate or remove an action to federal court if the action involves a substantial federal question, including but not limited to claims arising under federal telecommunications law or regulations. In the event of any litigation related to this Agreement, other than a lawsuit by the City to enforce Grantee's indemnity obligations hereunder, the Parties shall each be responsible for its own attorneys' fees and costs of suit.

9.6. Modification. Except as otherwise specifically provided herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

9.7. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

9.8. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under State or Federal law unless such waiver is expressly stated herein. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

9.9. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.10. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of

the Grantee warrants to the City that s/he is authorized to execute this Agreement in the name of the Grantee.

9.11. Counterparts. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission (or other form of electronic communication, such as .pdf) of a counterpart hereto shall constitute an original hereof.

9.12. No Joint Venture or Partnership. This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the Parties.

*(signatures of the Parties appear on the following page)*

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the Effective Date.

**City of Crest Hill,**  
an Illinois municipal corporation

\_\_\_\_\_  
By: Raymond R. Soliman

Its: Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

(seal)

STATE OF ILLINOIS )  
 ) §§  
COUNTY OF WILL )

#### ACKNOWLEDGEMENT

I, \_\_\_\_\_, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person Raymond R. Soliman, Mayor of the City of Crest Hill and personally known to me to be the person that affixed his signature upon the foregoing instrument, and stated and affirmed that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed and as the free and voluntary act of the City of Crest Hill, all for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**Metro Fibernet, LLC**  
a Nevada limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) §§  
COUNTY OF \_\_\_\_\_)

#### ACKNOWLEDGEMENT

I, \_\_\_\_\_, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person \_\_\_\_\_ (*name*), \_\_\_\_\_ (*title*) of Metro Fibernet, LLC and personally known to me to be the person that affixed his/her signature upon the foregoing instrument, and stated and affirmed that he/she signed and delivered the above and foregoing instrument as his/her free and voluntary act and deed and as the free and voluntary act of Metro Fibernet, LLC, all for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

# **Exhibit A**

## **Access Area**

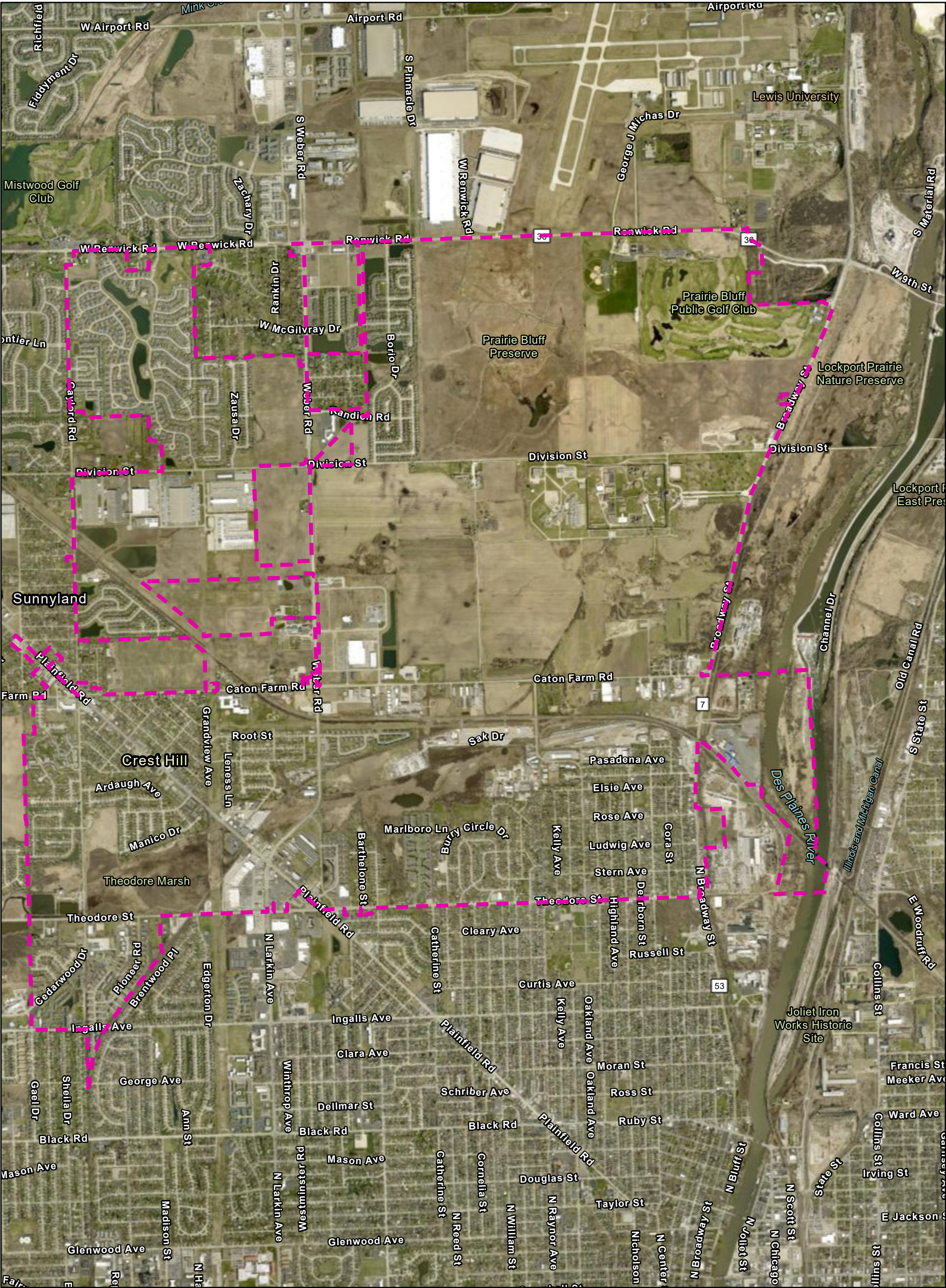


# **Exhibit B**

## **City Locations**



# EXHIBIT A City Of Crest Hill



1/16/2026, 11:09:36 AM

City Limits

00.280.551.1 mi

00.450.91.8 km

County of Will, Vantor  
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, ©  
OpenStreetMap contributors, and the GIS User Community



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A RIGHT OF WAY USE AGREEMENT FOR FIBER  
OPTIC NETWORK BY AND BETWEEN THE CITY OF CREST HILL, WILL  
COUNTY, ILLINOIS, AND METRO FIBERNET, LLC**

---

**WHEREAS**, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

**WHEREAS**, the State of Illinois has enacted the Telecommunications Infrastructure Maintenance Fee Act and the Simplified Municipal Telecommunications Tax Act which provide, inter alia, rules and guidance as to a unit of local government's ability to govern the use of its rights of way by telecommunications companies; and

**WHEREAS**, Metro Fibernet, LLC (the "Company"), is a telecommunications company as defined in the above-referenced statutes and is in the business of providing fiber optic telephone and internet services to residential and commercial customers; and

**WHEREAS**, the Company has filed an application with the City of Crest Hill for permits to construct, install and deploy in the City's Right-of-Way a fiber optic network for commercial and residential telephone and internet services; and

**WHEREAS**, the City of Crest Hill previously drafted a template Right of Way Use Agreement for Fiber Optic Network which complies with Illinois law; and

**WHEREAS**, the Company's application for construction of its system within Crest Hill's Right-Of-Way has been reviewed by City Staff, which has negotiated the attached Right of Way Use Agreement for Fiber Optic Network, (the "Agreement") with the Company for the purposes of allowing the Company to construct, install and deploy its system in the City's Right-Of-Way (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

**WHEREAS**, the Corporate Authorities have reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the City and its citizens to enter into the Agreement with the Company.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

**SECTION 1: PREAMBLE.** The City Council hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2: AGREEMENT APPROVED.** The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

**SECTION 3: SEVERABILITY.** If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

**SECTION 4: REPEALER.** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect immediately upon its passage and approval, as provided by law.

*[Intentionally Blank]*

PASSED THIS 19<sup>TH</sup> DAY OF JANUARY, 2026.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderdwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>TH</sup> DAY OF JANUARY, 2026.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

# **EXHIBIT A**

**(Right of Way Use Agreement between City  
of Crest Hill and Metro Fibernet, LLC)**



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	January 19, 2026
<b>Submitter:</b>	Blaine Wing, City Administrator
<b>Department:</b>	Administration
<b>Agenda Item:</b>	Discussion and Approval of Fiber Agreement with Ripple pending final legal approvals

**Summary:** The City has received agreements from two (2) fiber companies (Metronet and Ripple) to install fiber through the City to residents and businesses. As noted in November of 2025, these companies are legally able to place their fiberoptic cable in the City, and that is now based on the agreement (which has some limited restrictions).

Both Metronet and Ripple had representatives on January 12<sup>th</sup> and both will have representatives at Monday night's meeting on the 19<sup>th</sup> to answer any final questions.

**Recommended Council Action:** To approve the agreement with Metronet pending final legal approvals.

**Financial Impact:**

**Funding Source:** No

**Budgeted Amount:** No

**Cost:** No

**RIGHT OF WAY USE AGREEMENT  
FOR FIBER OPTIC NETWORK  
BY AND BETWEEN  
THE  
CITY OF CREST HILL  
AND  
RIPPLE FIBER ILLINOIS, LLC**

This Right of Way Use Agreement (hereinafter, the “Agreement”) is made between the City of Crest Hill, an Illinois municipal corporation (including the lawful successor, transferee, designee, or assignee thereof, hereinafter, the “City”) and Ripple Fiber Illinois, LLC, a Delaware limited liability company (including its operational affiliates, hereinafter, “Grantee”), this \_\_\_\_ day of \_\_\_\_\_ 2026 (the “Effective Date”). City and Grantee are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

**STATEMENT OF INTENT**

WHEREAS, the City intends, by adoption of this agreement, to bring about further development and operation of a City-wide Fiber Optic Network to provide BIAS. Such development can contribute significantly to the communication needs and desires of the residents and citizens of the City and the public in general. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a City-wide Fiber Optic Network.

WHEREAS, the Parties desire to enter into this Agreement to provide for such rights and obligations, all upon the terms and conditions as are more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

**SECTION 1: Definition of Terms.**

For purposes of this Agreement, all capitalized terms, phrases, words, and abbreviations used herein shall have the meanings as are ascribed to them in this Section 1. All other capitalized terms, phrases, words and abbreviations not defined in this Section 1 shall have their meanings in common usage.

“Access Area” means the corporation boundaries of the City as depicted on the attached Exhibit A and as amended, from time to time, pursuant to Section 4 of this Agreement to reflect annexations and new/planned developments within the City.

“BIAS” means broadband internet access service, which is a service by wire or radio, whether offered on a mass-market retail, enterprise, or wholesale basis, that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the service, but excluding dial-up internet access service and any service that the FCC determines, from time to



time, to be functionally equivalent. Notwithstanding in this Agreement to the contrary, nothing will preclude Grantee from providing fiber-based services to the City of Crest Hill or any businesses located within the Access Area.

“FCC” means the Federal Communications Commission of the United States of America.

“Fiber Optic Network” means Grantee’s facilities and equipment that comprise the network, consisting of a set of signal generation, reception and control equipment and fiber routes that are collectively designed to provide BIAS to multiple Subscribers within the Access Area, but such term does not include (i) a facility that serves Subscribers without using any Public Ways, (ii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, as amended, except that such a facility shall be considered a Fiber Optic Network to the extent such facility is also used in the transmission of BIAS directly to Subscribers; or (iii) any facilities of any electric utility used solely for operating its electric utility systems.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public Way” shall mean the surface of, and the space above and below, any public street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Access Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City along such surface or space.

“Subscriber” means a Person who lawfully receives with the Grantee’s express permission, and pays Grantee for, the provision of BIAS over the Fiber Optic Network.

## **SECTION 2: Grant of Authority.**

2.1. Grant. The City hereby authorizes the Grantee to construct and operate a Fiber Optic Network in the Public Ways within the Access Area and, for that purpose, to erect, install, construct, micro-trench, repair, replace, reconstruct, maintain, or retain in any Public Way such wires, lines, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to, or useful in the operation of, the Fiber Optic Network, and to provide such services over the Fiber Optic Network as may be lawfully allowed. Grantee shall not be required to pay franchise fees to the City under this Agreement.

2.2. Fees. So long as Grantee is and remains a “Telecommunications Retailer”, as that term is defined and used under the Telecommunications Municipal Infrastructure Maintenance Fee Act (“TIMFA”) (35 ILCS 635/10), Grantee shall not be required to pay any additional fees to the City under this Agreement, including any site specific permits for the installation of facilities. Grantee shall be required, however, to timely pay all taxes imposed under the Simplified Municipal

Telecommunications Tax Act (35 ILCS 636/5) to the State of Illinois and failure to do so shall constitute a material breach of this Agreement.

2.2.1. Annual Certification. Within thirty (30) days of the Effective Date and on or before each anniversary of the Effective Date, Grantee shall certify to the City in writing that it is and remains a Telecommunications Retailer and provide all documents reasonably requested by the City to support said certification.

2.2.2 License and Permit Fees. In the event that Grantee ceases to be a Telecommunications Retailer during the Term of this Agreement, Grantee shall immediately notify the City and shall thereafter pay (a) an annual “License Fee” to the City equal to (i) a base fee of five thousand and 00/100 dollars (\$5,000.00) plus (ii) one and 50/100 dollars (\$1.50) per lineal foot of fiber optic cable installed within the access area and (b) all other permit and application fees normally assessed by the City pursuant to its code of ordinances. The License Fee shall increase by five percent (5%) on each anniversary of the Effective Date during the Term of this Agreement.

2.2.3 Non-Telecommunications Facilities. Anything else in this Agreement notwithstanding, if Grantee installs any facilities that do not provide “Telecommunications” as defined under TIMFA, they shall be subject to the City’s standard permit and license fees for such installation

2.3. Application and Permit. That as part of this Grant of Authority, Grantee and its contractors and/or installers must complete the City’s Application or process for High-Speed Fiber Optic Cable Utility Installations and receive approval of a permit to locate, construct, operate, and maintain on the location indicated in the Application. The City agrees to expedite any such application requests. Upon issuance of the Permit, Grantee agrees to abide by all the conditions and restrictions listed on the Permit and said conditions and restrictions are incorporated herein and made a part hereof, and Grantee will ensure any and all contractors and/or installers abide by the conditions and restrictions of the permit. Notwithstanding anything in this Agreement to the contrary, Grantee shall at all time fully comply with all applicable ordinances, standards, and policies of the City, including without limitation all requirements of Title 12 (Streets and Sidewalks), as amended from time to time.

2.3.1. Initial Build Location Plan. Before applying for any permits under this Agreement, Grantee shall first prepare and submit a preliminary plan of the entire planned network for the City to evaluate and make any reasonable changes the City deems necessary.

2.3.2. Costs. For the avoidance of doubt, all costs and expenses associated in any way with the Grantee’s exercise of its rights and licenses under this Agreement are and shall be undertaken solely at Grantee’s sole cost and expense. If the City undertakes any action or incurs any cost whatsoever in support of Grantee’s construction, installation, maintenance, and operation of the Fiber Optic Network contemplated hereby, including without limitation legal, engineering, and other professional fees, Grantee agrees to fully reimburse the City for the same on demand.

2.4. Term and Renewal. The initial term of this Agreement shall be for a period of ten (10) years from the Effective Date, unless earlier terminated in accordance with the terms herein and/or applicable law (the “Initial Term”). This Agreement shall automatically renew for up to four (4) additional five (5) year periods thereafter (each, a “Renewal Term”), unless Grantee notifies the City of its intent not to renew at least one hundred and twenty (120) days prior to the end of the Initial Term or the then current Renewal Term.

2.5. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power. City’s obligations to police the use of the Public Way shall be limited solely to those areas located within the territorial limits of the City, or otherwise under the City’s jurisdiction.

2.6. Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the City to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (iii) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.7. Parking. Notwithstanding anything to the contrary herein, and provided that appropriate vehicle safety markings have been deployed, Grantee’s vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair, and maintenance work on the Fiber Optic Network. Grantee shall use all reasonable efforts, including the phasing of work activities, so that there is a minimum interference with pedestrian and vehicular traffic. Grantee shall, at all times, fully comply with all requirements of the City’s code of ordinances, as amended from time to time.

2.8. Safety. Grantee is and shall be solely and exclusively responsible for the safety of its employees, agents, contractors, and the general public during any and all construction, installation, excavation, maintenance, and operation of the contemplated Fiber Optic Network, and all associated facilities and systems, within the Public Ways as authorized by this Agreement. Grantee or other persons acting on its behalf, at its own expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of any work in or affecting the Public Ways or other property.

2.9. Compliance. Grantee agrees to abide by all federal, state, and local laws, rules, and regulations applicable to BIAS providers and to the construction, installation, operation, maintenance, repair, and removal of a Fiber Optic Network.

2.10. Title and Condition of the Public Ways. It is understood and agreed that the City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the Public Ways; the condition of any underground duct or conduit; other existing utilities, facilities, or installations in the Public Ways; any other improvements or soils located in the Public Ways; or the suitability of the Public Ways for Grantee’s intended use. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND

HABITABILITY ARE HEREBY EXPRESSLY DISCLAIMED. Grantee assumes all risks associated with the placement, operation, maintenance, and removal of its facilities within the Public Ways. Grantee accepts and utilizes the Public Ways, if at all, on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis, including any existing environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any claims concerning the title, boundaries, or condition of the Public Ways.

2.11. Emergency Removal or Relocation. As soon as practicable following written notice from the City, the Grantee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Fiber Optic Network within the Public Ways whenever the City has determined in the exercise of its governmental proprietary rights and powers, that such temporary or permanent removal, relocation, change or alteration, is reasonably necessary (a) to protect against an imminent threat to the health and safety of the Public or (b) to facilitate any City project necessary to protect against an imminent threat to the health and safety of the Public. In the event the Grantee is required to disconnect, relocate, remove, change, or alter the position of part or all of Fiber Optic Network under this Section and fails to do so within the time required by the City, the City may make or cause to be made such disconnection, relocation, removal, change, or alteration, and the Grantee shall be liable to the City for all costs incurred in connection with the same, which costs shall be paid upon written demand.

### **SECTION 3: Construction and Maintenance of the Fiber Optic Network.**

3.1. Public Way Regulation. Except as may be otherwise provided in this Agreement, Grantee shall comply with all generally applicable ordinances to all occupants of the Public Way pursuant to of the City Code of Crest Hill, as may be amended from time to time. The Public Way will continue to be public property held in trust for the general public and this Agreement does not give rise to any right of ownership in the Public Way to Grantee.

3.2. Aerial and Underground Construction. Grantee shall place its Fiber Optic Networks' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's fiber and other equipment without technical degradation of the Fiber Optic Network's signal quality or as otherwise agreed between Grantee and the City. If any underground location(s) are not capable of accommodating the Grantee's fiber and other equipment without technical degradation of the Fiber Optic Network's signal quality, Grantee shall coordinate with the City's Public Works Director to find a mutually acceptable alternative solution. For the avoidance of doubt, no permanent above-ground facilities or installations will be permitted without the prior written approval of the City.

3.3. Construction. All plans and specifications for construction and installation of the Fiber Optic Network shall be submitted and approved by the Public Works Director or his designee at least forty (40) days prior to the commencement of any construction or installation. Grantee understands and agrees all work done hereunder will be performed in a good and workman-like manner and all of the cost and expenses of the installation and construction will be paid for by Grantee. If any damage or harm is done to the Public Way, any municipal facilities in the Public Way, any other public or private utility or other improvements located in or adjacent to the Public Way, or any other public or private property located in or adjacent to the Public Way during the

construction and installation of the network (including without limitation private landscaping, hardscaping, sprinkler systems, mailboxes, and other similar improvements), the Grantee will be responsible for the costs and expenses to return the Public Way and any such improvements or property to the condition it was in prior to the commencement of the construction.

3.3.1. Construction Completion Security. Prior to commencing any construction project(s) within the corporate boundaries of the City, Grantee shall provide the City with financial surety to secure the completion of each such project(s) and all associated restoration work in full compliance with Section 12.28.100 of the City's code of ordinances, as amended from time to time.

3.4. Interference. The Fiber Optic Network will be constructed, installed, maintained, and removed by Grantee as not to interfere with the City's rights to the Public Way, the City's use of the Public Way, the City's public utilities in the Public Way, or the rights of any public or private person with property, facilities, or improvements in or abutting and adjoining the Public Way. The City shall notify Grantee before attempting to resolve any conflict or interference.

3.5. No Representations. Grantee understands no representations as to the condition and repair of the Public Way have been made by the City.

3.6. Existing Rights of Third Parties. Grantee understands and agrees that the City, public utilities, cable television companies, and other public and private persons, as well as their successors and assigns, may also have certain rights in, over, under, upon, or across the Public Way and this Agreement is subject to any previously granted rights.

3.7. Relocation. Grantee acknowledges that the City may require, from time to time, that Grantee's facilities placed in the Public Way pursuant to this Agreement be relocated if deemed reasonably necessary for the public health, safety and welfare by the City, in its sole discretion, for any public projects or improvement.

3.7.1. Grantee shall, and shall be provided an opportunity to, participate in the planning for relocation of its facilities, if any, and shall be reimbursed its relocation costs from public or private funds allocated for such relocation to the same extent as such funds are made available to other users of the Public Way, if any.

3.7.2. Upon receipt of such notification by City to Grantee that the facilities will need to be relocated, the Parties will, within thirty (30) days, mutually agree upon the length of time it will take for Grantee to accommodate such request, which will not exceed 180 days except upon good cause shown in writing, and upon and in accordance with the terms of such agreement, Grantee shall proceed with such relocation. City agrees that it shall use reasonable efforts to assist Grantee with any relocation required under this Section 3.7.

3.8. Non-Interference. The City shall not physically interfere with or cause harmful interference to the Fiber Optics Network installed by Grantee pursuant to this Agreement, except to the extent necessary to preserve life, safety, health and welfare, or otherwise to protect and preserve any property, facilities, or improvements of the City. The Parties shall coordinate with each other on any maintenance of the Public Way and the Fiber Optic Network so as not to obstruct

or impede each other's performance of such maintenance. Grantee shall provide the City with a telephone number and email address for a primary point of contact that the City can contact to request Grantee's coordination pursuant to this Section. The primary point of contact must be available 24/7 to respond to emergency situations that may arise.

3.9. Maintenance. Grantee will be solely responsible for the cost and expenses of any and all repairs or maintenance to the Fiber Optic Network. All maintenance and repairs must be done in a good and workman-like manner. If during the repairs or maintenance any harm or damage is done to the Public Way, any municipal facilities in the Public Way, any other public or private utility or other improvements located in or adjacent to the Public Way, or any other public or private property located in or adjacent to the Public Way as a result of the repair of maintenance being performed, Grantee will be responsible for the costs and expenses to return the Public Way and/or any other such property, facilities, and improvements to the condition they were in prior to the commencement of the maintenance or repairs.

3.10 Restoration. Subject to appropriate weather conditions, within thirty (30) calendar days after completing placement or repairs to Grantee's fiber optic cable, facilities and equipment, Grantee, at its sole cost and expense, shall restore the Public Way and any other affected property, improvements, or facilities to a condition reasonably equivalent to that which existed prior to commencing the placement or repairs and shall provide sufficient security for such restoration pursuant to Section 12.28.100 of the City's Code of Ordinances, as amended from time to time..

3.11. Subordination. Anything in this Agreement to the contrary notwithstanding, Grantee's rights under this Agreement shall be at all times subordinate to the City's right to ingress and egress and use the Public Ways. This Agreement is not intended and shall not be deemed to convey any right, title, or interest (including leasehold interest) in the Public Ways, but shall be deemed to be a license only to use and occupy the Public Ways for the limited purposes stated herein. In the event of default by Grantee, the City shall not be obligated to bring a forcible entry and detainer action to terminate the Grantee's rights hereunder.

3.12. Environmental. Grantee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the Public Way in any manner without prior written approval of the City. Grantee shall take all reasonable steps to ensure that Grantee will not release any regulated material in violation of any Federal or State environmental law on, in, around, or under the Public Ways or any other public or private property. In the event that Grantee causes or contributes to any such release, Grantee, at its sole cost and expense, shall remediate, remove, clean up or abate the release in accordance with all applicable Federal and State laws and any applicable directives of the appropriate oversight agency. In the event of a release of a regulated material in violation of a Federal or State law on, in, around, or under the Public Ways or any other public or private property by the Grantee or any person acting on behalf of Grantee, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 7.2 shall apply.

3.13. As-Built Drawings. Upon completion of each and every installation, modification, or relocation of any part of Grantee's Fiber Optic Network or related improvements, Grantee shall

provide the City with as-built drawings showing the actual locations its infrastructure in the Public Way and to reconcile any perceived discrepancy in lineal footage for fee calculation purposes.

#### **SECTION 4: Service Obligations.**

4.1. Service Obligations. Grantee shall design the Fiber Optic Network to provide BIAS to Subscribers upon their request throughout the Access Area. The Grantee shall continue to make BIAS available in the Access Area in line with the Grantee's regular business practices throughout the term of this Agreement, and Grantee may extend its Fiber Optic Network and provide service consistent with the provisions of this Agreement.

4.2. General Service Obligation. The Grantee may make BIAS available beyond the initial Access Area to every residential dwelling unit within the Access Area where the minimum density is at least fifty (50) dwelling units per linear mile of the Fiber Optic Network as measured from the Fiber Optic System's closest commercially reasonable and technically feasible connection point ("Access Point"). Subject to this density requirement, Grantee may offer BIAS to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the nearest Access Point along the Fiber Optic Network (hereinafter, a "Standard Installation").

4.2.1. Long Drops. The Grantee may elect to provide BIAS to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Technical Standards. The Grantee shall comply with all applicable industry technical standards mutually agreed by the Parties from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City.

4.4. Annexations and New/Planned Developments. In cases of annexation to the Access Area, the City shall provide the Grantee written notice of such annexation meeting the density standards of Section 4.2. In cases of new construction, planned developments or property development where undergrounding or extension of the Fiber Optic Network is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Agreement.

4.5. Subscriber Service Obligations. The City and Grantee acknowledge that Section 8.1(a) of the FCC's rules, 47 C.F.R. § 8.1(a), requires BIAS providers to publicly disclose accurate information to their Subscribers regarding the providers' network management practices,

performance characteristics, and commercial terms of its BIAS. Grantee shall comply with this disclosure obligation and all other consumer disclosure and information protection requirements under applicable law.

4.6 Interruptions. The City will follow all State of Illinois One Call Notice System (aka JULIE) related to safe digging around facilities within the Public Way and will physically identify Grantee's facilities when digging within two feet of its marked facility.

4.7 City Locations. The Grantee agrees to provide fiber internet service for use by the City of Crest Hill at no cost to the City at the locations set out on Exhibit B, attached hereto and fully incorporated herein, provided that attachment to such locations is commercially feasible and otherwise along the path of Grantee's Fiber Optic Network.

## **SECTION 5: Oversight and Regulation by City.**

5.1. **Proprietary Information.** Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. In the event that Grantee voluntarily discloses any proprietary and confidential materials, it shall explicitly designate them as such. Failure by Grantee to explicitly designate materials as proprietary and confidential relieves the City of any obligations under this Section as to those materials. The City agrees to treat any proprietary and confidential information disclosed by the Grantee as confidential and, to the extent permitted by law, only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" may include, but are not limited to, information relating to the Fiber Optic Network design, Subscriber lists, marketing plans, financial information, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may elect to make proprietary or confidential information available for inspection, but not copying or removal.

5.2. **FOIA Processes.** In executing this Agreement, Grantee acknowledges and understands that the City is a municipal corporation that is a "Public Body" subject to the requirements of the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*). The Grantee further acknowledges, understands, and agrees that FOIA may operate to require the City to disclose designated confidential and proprietary information to a third party making a request under FOIA. In the event that the City receives any FOIA request for designated confidential and proprietary information, the City shall notify the Grantee of said request, in writing, as soon as practicable. Upon receipt of such notice, the Grantee shall have forty-eight (48) hours to either (i) agree to the City's disclosure of the requested information or (ii) demand in writing that the City redact or withhold said information pursuant to this Agreement, provided that any such demand must have a reasonable basis in existing law (including but not limited to the exemptions set forth in FOIA). In the event that the Grantee agrees to the City's disclosure of records containing any designated confidential and proprietary information, or if the Grantee fails to respond to the City within the forty-eight (48) hour period set out above, the Grantee hereby releases, waives, and holds harmless the City from any and all injuries, claims of damage, or other liabilities as may be incurred by the



Grantee as a result of such disclosure. In the event that the Grantee demands, in writing, that the City redact or withhold any designated confidential and proprietary information, the Grantee hereby agrees to defend and indemnify the City from and against any and all claims, damages, liabilities, injunctions, fees, fines, penalties, or any other costs, however described, as may be incurred by or assessed against said City because of the redactions to or withholding of records demanded by the Grantee. Further, in the event that the City redacts or withholds any designated confidential and proprietary information after a written demand made by the Grantee pursuant to this Section and such redaction or withholding results in any appeal, review, claim, or other litigation before any judicial or administrative body of competent jurisdiction (specifically including, but not limited to, the Public Access Counsellor in the Office of the Illinois Attorney General), the Grantee agrees to reimburse the City for all costs and expenses, including but not limited to any and all reasonable attorneys' fees, incurred by City in defense of such appeal, review, claim, or other litigation. Production of any document, record, or information under FOIA pursuant to a court order or as directed by the Illinois Attorney General does not constitute a violation of the City's obligations under this Section 5.

5.3 Mandatory Legal Process. In the event that the City receives any subpoena, order, or other mandatory legal process that directs or requests the disclosure of any designated confidential and proprietary information, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request if requested by Grantee, but at no cost or expense to the City. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

### **SECTION 6: Assignment of Agreement.**

6.1. The Grantee may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.2. The Grantee, and any proposed assignee for which City consent is required under this Section 6, shall submit a written application to the City containing or accompanied by such information as is reasonably required by the City. If the City should fail to reply to Grantee's notice of assignment and request for consent within sixty (60) days, the City's consent shall be deemed granted. No consent shall be required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Agreement in order to secure indebtedness, (2) a transfer to an affiliate of Grantee that controls Grantee, is directly or indirectly owned or controlled by Grantee, or is commonly controlled with Grantee, or (3) a transfer of control to any person or entity which acquires, directly or indirectly, substantially all of the assets of, or a controlling ownership interest in, Grantee as a going concern.

### **SECTION 7: Insurance, Indemnity, and Limitation of Liability**

7.1. Insurance. Throughout the term of this Agreement, the Grantee shall, at its own cost and expense, maintain all insurance coverages required by Chapter 12.04 (Excavations) of the City's code of ordinances, as amended from time to time. All required insurance policies shall

name the City and its officers, boards, commissions, councils, elected officials, agents, and employees as additional insureds; shall provide the City and its officers, boards, commissions, councils, elected officials, agents, and employees with primary and non-contributory coverage with no requirement of exhaustion; and shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall also provide workers' compensation coverage in accordance with applicable law and shall defend, indemnify, and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Agreement. Grantee shall provide the City with certificates of insurance demonstrating full compliance with this Section prior to commencing any construction activities within the City, and shall provide new or updated certificates upon demand .

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, operating or maintaining its Fiber Optic Network within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events, which may occur during or after the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. Unless otherwise agreed to between the Parties in writing, the City shall have the right to be defended by its own counsel, selected by the City, but Grantee shall directly pay all associated attorney's fees and costs. The indemnification provided for herein shall survive the expiration or earlier termination of this Agreement so long as the Grantee continues to operate a Fiber Optic Network within the corporate boundaries of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from gross negligence or willful misconduct or any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

7.3. Limitation of Liability. In connection with the subject matter of this Agreement, neither Party shall be liable to the other Party for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. This limitation shall survive the expiration or earlier termination of this Agreement.

## **SECTION 8: Breach of Agreement; Default.**

8.1. Notice of Violation or Default. Upon a failure by Grantee to comply with any material term of this Agreement, the City shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default and demand that Grantee promptly remedy or cure such default.

8.2. Right to Cure; Termination. If such default is not cured within sixty (60) days after the receipt of such notice, the City shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, in addition to any other remedies available to it by law or in equity, to terminate this Agreement by giving written notice of the same. In the event that it is impractical to cure the default in such timeframe, Grantee shall request an extension of the cure period in a writing that sets out the reason for the request, Grantee's plan to cure the default, and any other aggravating or mitigating circumstances. Upon receipt of such a written request by the City, the Parties will work in good faith to establish a reasonable cure period, but in the absence of an agreement, the City's determination shall be final. This Agreement will immediately terminate if Grantee's approval, authorization, certification or license to provide BIAS or a Fiber Optic Network has been terminated or revoked by a final order that is no longer subject to appeal.

8.3. Specific Performance. Nothing in this Agreement shall preclude the Parties from seeking immediate equitable and/or injunctive relief from a court of proper jurisdiction with regard to any breach of this Agreement, including, but not limited to, specific performance, a temporary restraining order, or an injunction related to the purposes of this Agreement.

## **SECTION 9: Miscellaneous Provisions.**

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snowstorm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Fiber Optic Network, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's fiber or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) by overnight courier, or (iii) by delivering the same in person to such Party, addressed as follows:

***To the City:***

***To the Grantee:***

City of Crest Hill  
 20600 City Center Boulevard  
 Crest Hill, Illinois 60403  
 Attn: City Administrator

Ripple Fiber Illinois, LLC  
 6000 Fairview Road  
 Charlotte, North Carolina 28210  
 Attn: Josh Runyan, Chief Legal Officer  
 Email: [josh@ripplefiber.com](mailto:josh@ripplefiber.com)

***With copy to:***

Spesia & Taylor  
 1415 Black Road  
 Joliet, Illinois 60435  
 Attn: Michael R. Stiff  
 Email: [mstiff@spesia-taylor.com](mailto:mstiff@spesia-taylor.com)

Any notice sent in conformance with this Section shall be deemed delivered: (i) if mailed on the fifth (5<sup>th</sup>) business day following deposit in the United States mail, (ii) if sent by overnight courier on the next business day following transmission, or (iii) if by personal delivery then on the date physically delivered in person.

9.3. Entire Agreement. This Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either Party may notify the other in writing that the Agreement has been materially altered by the change and of the election to begin negotiations to amend the Agreement in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the Parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5 Governing Law; Exclusive Jurisdiction and Venue. The Parties agree that this Agreement shall be construed under the laws of the State of Illinois without the application of any conflicts of laws principals. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*,

as well as their right to remove any such action to any federal court. In the event of any litigation related to this Agreement, other than a lawsuit by the City to enforce Grantee's indemnity obligations hereunder, the Parties shall each be responsible for its own attorneys' fees and costs of suit.

9.6. Modification. Except as otherwise specifically provided herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

9.7. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

9.8. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under State or Federal law unless such waiver is expressly stated herein. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

9.9. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.10. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Agreement in the name of the Grantee.

9.11. Counterparts. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission (or other form of electronic communication, such as .pdf) of a counterpart hereto shall constitute an original hereof.

9.12. No Joint Venture or Partnership. This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the Parties.

*(signatures of the Parties appear on the following page)*

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the Effective Date.

**City of Crest Hill,**  
an Illinois municipal corporation

By: Raymond R. Soliman

Its: Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

(seal)

STATE OF ILLINOIS )  
 ) §§  
COUNTY OF WILL )

#### ACKNOWLEDGEMENT

I, \_\_\_\_\_, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person Raymond R. Soliman, Mayor of the City of Crest Hill and personally known to me to be the person that affixed his signature upon the foregoing instrument, and stated and affirmed that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed and as the free and voluntary act of the City of Crest Hill, all for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires:

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**Ripple Fiber Illinois, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
\_\_\_\_\_) §§  
COUNTY OF \_\_\_\_\_)

#### ACKNOWLEDGEMENT

I, \_\_\_\_\_, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person \_\_\_\_\_ (*name*), \_\_\_\_\_ (*title*) of Ripple Fiber Illinois, LLC and personally known to me to be the person that affixed his/her signature upon the foregoing instrument, and stated and affirmed that he/she signed and delivered the above and foregoing instrument as his/her free and voluntary act and deed and as the free and voluntary act of Ripple Fiber Illinois, LLC, all for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires:

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

# **Exhibit A**

## **Access Area**

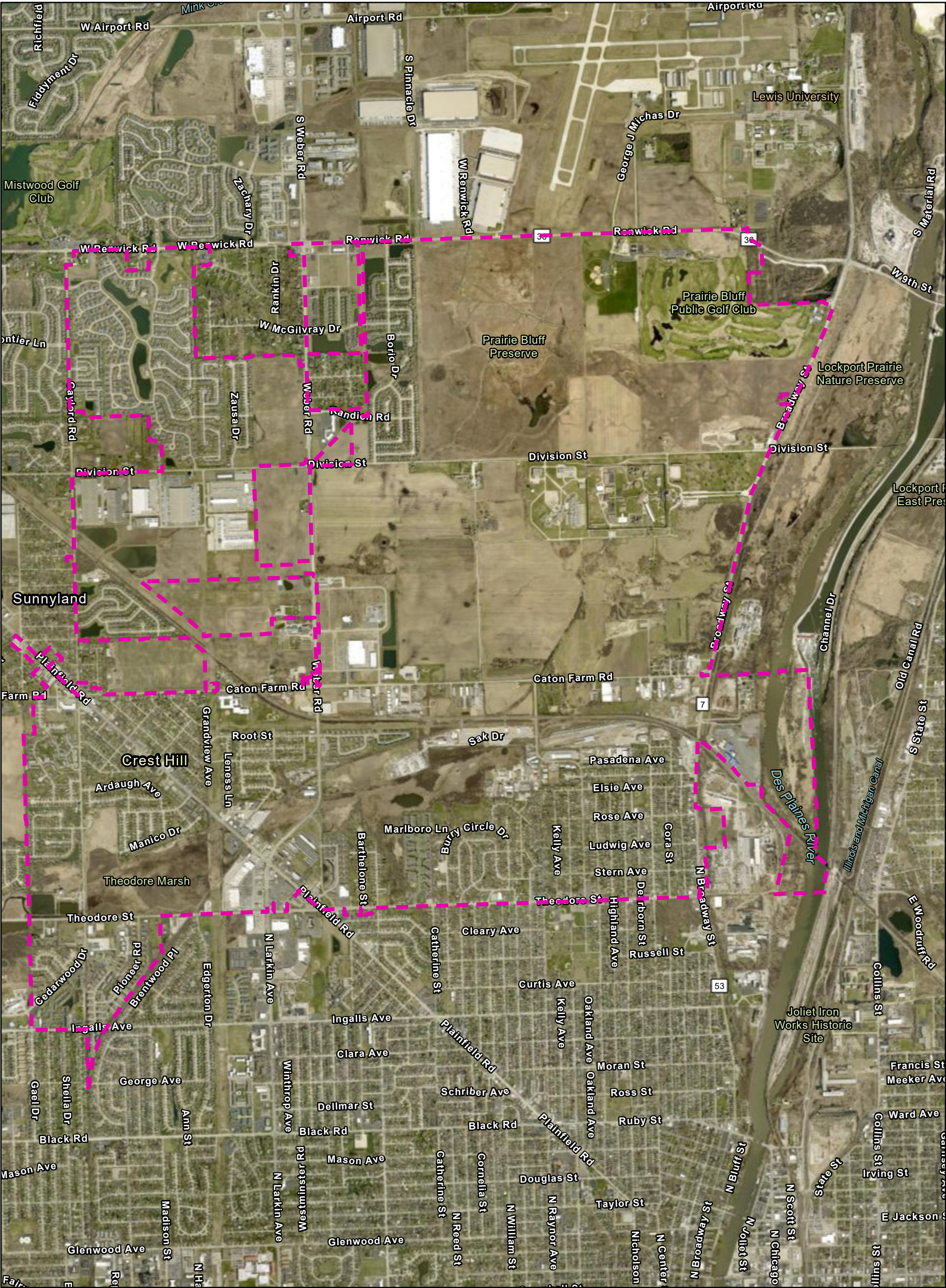


# **Exhibit B**

## **City Locations**



# EXHIBIT A City Of Crest Hill



1/16/2026, 11:09:36 AM

 City Limits

1:36,112

00.280.551.1 mi

00.450.91.8 km

County of Will, Vantor  
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, ©  
OpenStreetMap contributors, and the GIS User Community



## City of Crest Hill

### Locations

- |                                |  |
|--------------------------------|--|
| 1. Well House #1               | 2001 Oakland Ave.                            |
| 2. Well House #4               | 2333 Parkrose                                |
| 3. Well House #7               | 808 Elrose Court                             |
| 4. Well House #8               | 2401 Waterford                               |
| 5. Well House #9               | 21215 Division Street                        |
| 6. Well House #10              | 861 Caton Farm Road                          |
| 7. Well House #11              | 20025 Division Street                        |
| 8. Well House #12              | 21215 Division Street                        |
| 9. East STP                    | 2250 North Broadway                          |
| 10. West STP                   | 1631 Gaylord Road                            |
| 11. Value Station #1           | 1912 Caton Farm Road                         |
| 12. Value Station #2           | 1462 ½ Root Street                           |
| 13. Lift Station #1            | 2404 Plum Street                             |
| 14. Lift Station #2            | Corner of Buckner Pond Way & Springlake Road |
| 15. Lift Station #3            | Corner of Knapp & Weber Road                 |
| 16. Water Tower #1             | Corner of Waterford & Gaylord Road (Well #8) |
| 17. Water Tower #2             | Corner of Oakland & Chaney Avenue (Well #1)  |
| 18. Water Tower #3             | 21215 Division Street (Well#12)              |
| 19. Water Receiving Station #1 | 861 Caton Farm Rd.                           |
| 20. Water Receiving Station #2 | 2305 Caton Farm Rd.                          |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A RIGHT OF WAY USE AGREEMENT FOR FIBER  
OPTIC NETWORK BY AND BETWEEN THE CITY OF CREST HILL, WILL  
COUNTY, ILLINOIS, AND RIPPLE FIBER ILLINOIS, LLC**

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**WHEREAS**, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

**WHEREAS**, the State of Illinois has enacted the Telecommunications Infrastructure Maintenance Fee Act and the Simplified Municipal Telecommunications Tax Act which provide, inter alia, rules and guidance as to a unit of local government's ability to govern the use of its rights of way by telecommunications companies; and

**WHEREAS**, Ripple Fiber Illinois, LLC (the "Company"), is a telecommunications company as defined in the above-referenced statutes and is in the business of providing fiber optic telephone and internet services to residential and commercial customers; and

**WHEREAS**, the Company has filed an application with the City of Crest Hill for permits to construct, install and deploy in the City's Right-of-Way a fiber optic network for commercial and residential telephone and internet services; and

**WHEREAS**, the City of Crest Hill previously drafted a template Right of Way Use Agreement for Fiber Optic Network which complies with Illinois law; and

**WHEREAS**, the Company's application for construction of its system within Crest Hill's Right-Of-Way has been reviewed by City Staff, which has negotiated the attached Right of Way Use Agreement for Fiber Optic Network, (the "Agreement") with the Company for the purposes of allowing the Company to construct, install and deploy its system in the City's Right-Of-Way (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

**WHEREAS**, the Corporate Authorities have reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the City and its citizens to enter into the Agreement with the Company.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

**SECTION 1: PREAMBLE.** The City Council hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2: AGREEMENT APPROVED.** The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

**SECTION 3: SEVERABILITY.** If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

**SECTION 4: REPEALER.** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect immediately upon its passage and approval, as provided by law.

*[Intentionally Blank]*

PASSED THIS 19<sup>TH</sup> DAY OF JANUARY, 2026.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderdwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

---

Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>TH</sup> DAY OF JANUARY, 2026.

---

Raymond R. Soliman, Mayor

ATTEST:

---

Christine Vershay-Hall, City Clerk

# **EXHIBIT A**

**(Right of Way Use Agreement between City  
of Crest Hill and Ripple Fiber Illinois, LLC)**



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**Agenda Memo****Crest Hill, IL**

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<b>Meeting Date:</b>	January 19, 2026
<b>Submitter:</b>	Blaine Wing, City Administrator
<b>Department:</b>	Administration
<b>Agenda Item:</b>	Discussion and Approval of Utility Audit Services Agreement with Azavar

**Summary:** The City's agreement with Azavar goes back to 2013 and the last agreement with SpyGlass goes back even further. As such, I have worked with both vendors so have updated agreements, and then with the City Attorney. Both firms will do work on behalf of the City to reduce costs and/or ensure the City is getting the appropriate money.

**Recommended Council Action:** Approve updated agreement with Azavar.

**Financial Impact:**

**Funding Source:** No

**Budgeted Amount:** No

**Cost:** No

**Attachments:**

**Azavar Agreement**



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BY  
AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND  
AZAVAR AUDIT SOLUTIONS, INC. AND APPROVING A JOINT ENGAGEMENT  
LETTER BY AND BETWEEN AZAVAR AUDIT SOLUTIONS AND COZEN  
O’CONNOR TO ASSIST IN THE COLLECTION OF MUNICIPAL TAXES AND/OR  
FEES**

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**WHEREAS**, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City’s government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

**WHEREAS**, Azavar Audit Solutions, Inc. d/b/a Azavar Government Solutions (the “Company”), is an Illinois corporation that is in the business of providing Local Government Revenue Compliance Audit, Maximization, and Monitoring Programs and Services (the “Services”); and

**WHEREAS**, the Corporate Authorities of the City have previously engaged the Company to provide the Services since approximately 2006; and

**WHEREAS**, the City’s Staff and the Company have negotiated an updated Professional Services Agreement with a modified Statement of Work which excludes audit services of voice, data, internet, cloud services, SaaS licensing, and mobility customers and accounts, which Services are being provided by another vendor; and

**WHEREAS**, the Corporate Authorities now desire to engage the Company to provide the Services pursuant to the newly updated Professional Services Agreement and Statement of Work; and

**WHEREAS**, the updated Professional Services Agreement (the “Agreement”) with the Company for the Services is attached hereto as Exhibit A and fully incorporated herein; and

**WHEREAS**, the Corporate Authorities have reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the City and its citizens to enter into the Agreement with the Company; and

**WHEREAS**, as part of the Agreement, the Company, along with the City, are jointly engaging the law firm of Cozen O'Connor to provide legal services related to assisting in the collection of municipal taxes and fees; and

**WHEREAS**, the Joint Audit Engagement Letter by and between the Company, the City, and Cozen O'Connor is attached hereto as Exhibit B and fully incorporated herein; and

**WHEREAS**, Cozen O'Connor's compensation shall be governed by Section 3 of the Professional Services Agreement; and

**WHEREAS**, the Corporate Authorities have reviewed the Audit Engagement Letter (Exhibit B) and determined that the conditions, terms, and provisions of the Audit Engagement Letter acceptable to the City; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the City and its citizens to enter into the Audit Engagement Letter with Cozen O'Connor.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

**SECTION 1: PREAMBLE.** The City Council hereby finds that all the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2: PROFESSIONAL SERVICES AGREEMENT APPROVED.** The City Council hereby finds and declares that the conditions, terms, and provisions of the Professional Services Agreement and Statement of Work (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

**SECTION 3: AUDIT ENGAGEMENT LETTER APPROVED.** The City Council hereby finds and declares that the conditions, terms, and provisions of the Audit Engagement Letter (Exhibit B) are acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Audit Engagement Letter, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to engage Cozen O'Connor for the services identified in Exhibit B.

**SECTION 4: SEVERABILITY.** If any section, paragraph, clause, or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any other provision of this Resolution.

**SECTION 5: REPEALER.** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

**SECTION 6: EFFECTIVE DATE.** This Resolution shall be in full force and effect immediately upon its passage and approval, as provided by law.

*[Intentionally Blank]*

PASSED THIS 19<sup>TH</sup> DAY OF JANUARY 2026

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderdwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

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Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>TH</sup> DAY OF JANUARY 2026

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Raymond R. Soliman, Mayor

ATTEST:

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Christine Vershay-Hall, City Clerk

**EXHIBIT A**  
**Azavar Professional  
Services Agreement  
with Statement of  
Work**

**EXHIBIT B**  
**Audit Engagement  
Letter with Cozen  
O'Connor**



# Professional Services Agreement

## Azavar Agreement

**Created by:**

Tom Fagan  
Azavar

**Prepared for:**

Blaine Wing  
City of Crest Hill

## **Professional Services Agreement**

This Professional Services Agreement (this “Agreement”) is made and entered into on the 19th of January 2026 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Crest Hill an Illinois municipality corporation having its principal place of business at 20600 City Center Boulevard Crest Hill, Illinois 60403 (“Customer”).

### **1. SCOPE OF SERVICES**

**1.1** Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services (“Services”) in accordance with written statements of work agreed to by the parties (each, a “Statement of Work”) attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

**1.2** Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

**1.3** Customer agrees to provide reasonable facilities and space should Azavar work on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

### **2. INDEPENDENT CONTRACTOR**

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar’s employees shall be entitled to any Customer employment rights or benefits whatsoever.

### **3. PAYMENT TERMS**

Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney’s fees, court costs, and collection service fees and costs for any efforts to successfully collect fees from the Customer.



## **Professional Services Agreement**

### **4. CONFIDENTIAL INFORMATION**

**4.1** Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

**4.2** Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

### **5. INTELLECTUAL PROPERTY**

**5.1** No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

**5.2** Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

### **6. DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

## **Professional Services Agreement**

### **7. TERMINATION**

**7.1** This Agreement shall be effective (“Term”) from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar (“Initial Term”) and automatic renewal terms (“Renewal Terms”). The Initial Term shall be for a thirty-six (36) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive thirty-six (36) month periods, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

**7.2** Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

**7.3** The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

**7.4** All prior audit agreements by and between the parties are hereby terminated without the need for any further notice.

### **8. NOTICES**

Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

**If to Azavar:**

General Counsel  
Azavar Audit Solutions, Inc.  
55 East Jackson Boulevard  
Suite 2100  
Chicago, Illinois 60604

**If to Customer:**

City Administrator  
City of Crest Hill  
20600 City Center Boulevard Crest Hill, Illinois 60403

### **9. ASSIGNMENT**

Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar’s assets.

### **10. NONSOLICITATION OF EMPLOYEES**

During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section

### **11. USE OF CUSTOMER NAME**

Customer hereby consents to Azavar’s use of Customer’s name in Azavar’s marketing materials; provided, however, that Customer’s name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

**Professional Services Agreement****COMPLETE AGREEMENT**

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

**Azavar Audit Solutions, Inc****City of Crest Hill**

Print Name: Jason Perry

Print Name:

Signature:



Signature:

Title: CEO and President

Title:



## Exhibit A - Statement of Work

### Azavar Agreement

**Created by:**

Tom Fagan

Azavar

**Prepared for:**

Blaine Wing

City of Crest Hill

## **Exhibit A – Statement of Work**

This Statement of Work (“Statement of Work”) is made and entered into on this is made and entered into on the 19th of January 2026 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Crest Hill an Illinois municipality corporation having its principal place of business at 20600 City Center Boulevard Crest Hill, Illinois 60403 (“Customer”). WHEREBY the parties entered into a Professional Services Agreement (“Agreement”) by signature by the parties attached hereto on 19th of January 2026.

### **1. COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES:**

In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

(a) Azavar, as Customer’s authorized agent and third-party administrator (“TPA”), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program (“Revenue TPA Program”) on behalf of the Customer. As part of the Revenue TPA Program Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of this Statement of Work any and all sources of Customer revenue and related expenses (“Audits”), including, but not limited to, each sales, occupation, and use tax, ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by or upon the Customer within the Customer’s corporate boundaries, and as permitted by the Customers’ ordinances and state and federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer (“Auditee(s)”), revenues and expenditures solely related to (and where applicable), limited to the following:

- I. Electricity providers and/or consumers
- II. Natural gas providers and/or consumers
- III. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
- IV. Water, sewer, and/or stormwater providers and/or consumers
- V. Waste or refuse hauling providers and/or consumers
- VI. Fuel providers and/or consumers, oil and gas well drilling and production, and oil and gas pipelines inright-of-way
- VII. Locally imposed, levied, and/or administered charges, fees or fines
- VIII. Locally imposed and/or administered Business Licenses, Registrations, or Occupation Taxes
- IX. Locally imposed and/or administered Residential Rental Licenses
- X. Taxpayers subject to Property Taxes and Levies
- XI. Taxpayers subject to Vehicle Related Fees or Taxes (i.e. Wheel Tax, Rental Tax, etc.)
- XII. Taxpayers subject to Local Amusement or Entertainment Taxes
- XIII. Taxpayers subject to Business License and/or Registration Fees
- XIV. Taxpayers subject to the Food & Beverage, Restaurant, or Places of Eating Tax
- XV. Taxpayers subject to Liquor Licenses and/or Taxes
- XVI. Fixed Location taxpayers subject to Hotel Occupation/Use Taxes
- XVII. Online travel companies and short-term online rental management platforms taxpayers subject to local occupation/sales/use taxes
- XVIII. Taxpayers subject to Real Estate Transfer Taxes
- XIX. A review of revenues distributed to the Customer by the state, including reviewing state distributions and address designations for sales tax, remote sellers sales tax, service taxes, use taxes, and service use taxes.
- XX. Should the Customer own or operate its own utilities including, but not limited to, electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.

## **Exhibit A – Statement of Work**

This statement of work excludes audits of telecommunications service, accounts, voice, data, internet, cloud services, SaaS licensing and mobility accounts.

**(b)** The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and state law, the Customer's own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee ("Findings"). Where already allowable by existing Customer contracts or agreements or federal, state, or local laws or ordinances, this Statement of Work authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of this Statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days;

**(c)** Customer hereby represents that it is not engaged in any Audits as contemplated under this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees during the Term of this Statement of Work that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or agreements related to any Audits as contemplated under this Statement of Work without Azavar's prior written consent;

**(d)** In order to perform the Audits, Azavar shall require full access to Customer records and Auditee records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Auditees. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Auditees when requested by Azavar. Customer shall notify Azavar of any Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer's Primary Contact;

**(e)** During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof;

## **Exhibit A – Statement of Work**

(f) Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits and that would have been compensable under Section 2 of this Statement of Work;

(g) During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments to Customer using Azavar software as defined in Exhibit A – Statement of Work 2;

(h) Audit timelines and processes are set in accordance with Azavar’s proprietary audit process and applicable law. The first Audit start date is expected to be within no later than thirty (30) days from the date of this Statement of Work unless changed and approved by the Customer’s Primary Contact;

(i) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer’s Primary Contact and will occur approximately every quarter;

(j) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be auditors under this Statement of Work. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

## **2. PAYMENT TERMS.**

**2.1** Customer shall compensate Azavar the fees set forth in this Statement of Work on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar’s written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total amount of money actually collected for said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

## **Exhibit A – Statement of Work**

**2.2** For any and all Audits and/or Findings (under Section 1), Customer shall pay Azavar an amount equal to forty (40) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty (40) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

**2.3** If any new revenues, savings, or prospective funds recovered by Azavar result in billings below one hundred dollars (\$100) per month for the duration of the thirty-six (36) month period of billing, Customer will pay for the full 36 months in one billing.

### **3. COMPLETE AGREEMENT:**

This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

#### **Azavar Audit Solutions, Inc**

Print Name: Jason Perry

Signature:



Title: CEO and President

#### **City of Crest Hill**

Print Name:

Signature:

Title:





# Engagement Letter

## Azavar, Cozen O'Connor Agreement

**Created by:**

Tom Fagan  
Azavar

**Prepared for:**

Blaine Wing  
City of Crest Hill

**Azavar Audit Engagement Letter**

19th of January 2026

**VIA ELECTRONIC MAIL**

Blaine Wing  
City of Crest Hill  
20600 City Center Boulevard Crest Hill, Illinois 60403

Mr. Jason Perry  
Azavar Audit Solutions, Inc.  
55 East Jackson Street  
Chicago, IL 60604

**Jonathan M. Grossman**

Direct Phone: 202-912-4866

Direct Fax: 202-618-4856

jgrossman@cozen.com

**Re: Municipal Taxes and Fees**

Dear Blaine and Jason:

We are pleased that the City of Crest Hill (“Crest Hill”) and Azavar Audit Solutions, Inc. (“Azavar”) are jointly engaging Cozen O’Connor LLP (“Cozen”) to assist in the collection of municipal taxes and/or fees. This letter is intended to formalize our retention, as required by applicable Rules of Professional Conduct.

Crest Hill and Azavar entered into a Professional Services Agreement on 19th of January 2026 (the “PSA”), pursuant to which, Azavar is auditing or will audit certain municipal taxes and fees. Azavar and Crest Hill now retain Cozen to advise them as to certain of these audits, specified by Azavar, and any other actions that they may take to identify and collect any taxes or fees and bring these matters to a resolution. Such additional actions may include an administrative hearing and/or litigation. Cozen may elect to represent Crest Hill in such actions, but the firm is not now being retained to do so and any such retention is subject to Cozen’s agreement confirmed in writing.

**Azavar Audit Engagement Letter**

Cozen's fee will be contingent upon payment of taxes or fees to Crest Hill and will be paid by Azavar out of fees that it receives from Crest Hill under Section 3 of the PSA and Section 2 of Exhibit A to the PSA. Cozen, Azavar and Crest Hill will each be responsible for paying their own costs such as travel expenses for their personnel and routine overhead expenses (e.g., copying, telephone and express mail). Direct litigation costs, such as filing fees, deposition transcripts, expert witness expenses and outside copying fees shall be paid by Crest Hill.

If Crest Hill is awarded costs or legal fees in addition to taxes, penalties and interest, those costs or fees shall first be used to reimburse Crest Hill for any direct litigation costs it paid. Any amount in excess would be paid to Cozen.

Notwithstanding Azavar's financial interest in the collection of taxes, Azavar acknowledges that Crest Hill will retain ultimate decision-making authority as to this matter.

It is hereby agreed that any dispute, claim or controversy arising out of or relating to this letter, Cozen's representation of Azavar or Crest Hill, or the breach, termination, enforcement, interpretation or validity of this letter, shall be settled by arbitration conducted in Chicago, Illinois, using a single arbitrator and administered by the American Arbitration Association pursuant to its comprehensive rules and procedures. Judgment on the award rendered by the arbitrator may be entered in any state or federal court located in Cook County, Illinois.

Cozen is a general service law firm that Crest Hill recognizes has represented, now represents and will continue to represent numerous clients over a wide range of industries and businesses in a wide variety of matters. Given this, without a binding conflicts waiver, conflicts of interest might arise that could deprive Crest Hill or other clients of the right to select this firm as their counsel.

Thus, as an integral part of the engagement Crest Hill agrees that Cozen may, now or in the future, represent other entities or persons, including in litigation, adversely to Crest Hill or any affiliate on matters that are not substantially related to the legal services that Cozen has rendered, is rendering or in the future will render to Crest Hill under this engagement (an "Allowed Adverse Representation").

**Azavar Audit Engagement Letter**

Crest Hill also agrees that it will not, for itself or any other entity or person, assert that either (a) this firm's representation of Crest Hill or any affiliate in any past, present or future matter or (b) this firm's possession of confidential information belonging to Crest Hill or any affiliate is a basis to disqualify Cozen from representing another entity or person in any Allowed Adverse Representation. Crest Hill further agrees that any Allowed Adverse Representation does not breach any duty that this Firm owes to Crest Hill or any affiliate. Crest Hill acknowledges that it has had the opportunity to consult with counsel about the consequences of this waiver.

If the arrangement outlined above is satisfactory, please acknowledge this by signing below and returning it to me at your earliest convenience. If you have any questions concerning the terms of this engagement, please do not hesitate to call me.

Sincerely,  
COZEN O'CONNOR

*By: Jonathan M. Grossman*  
*JMG*

**Accepted on Behalf of Azavar Audit Solutions, Inc.**

Signature:



Print Name: Jason Perry

Title: CEO and President

Date: 01-09-2026

**Accepted on Behalf of City of Crest Hill:**

Signature:

Print Name:

Title:

Date:



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**Agenda Memo****Crest Hill, IL**

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<b>Meeting Date:</b>	January 19, 2026
<b>Submitter:</b>	Blaine Wing, City Administrator
<b>Department:</b>	Administration
<b>Agenda Item:</b>	Discussion and Approval of Cell Phone, VoIP, and Internet Audit Service Agreement with SpyGlass

**Summary:** The City's agreement with Azavar goes back to 2013 and the last agreement with SpyGlass goes back even further. As such, I have worked with both vendors so have updated agreements, and then with the City Attorney. Both firms will do work on behalf of the City to reduce costs and/or ensure the City is getting the appropriate money.

**Recommended Council Action:** Approve updated agreement with SpyGlass.

**Financial Impact:**

**Funding Source:** No

**Budgeted Amount:** No

**Cost:** No

**Attachments:**

**SpyGlass Agreement**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A SNAPSHOT AUDIT AGREEMENT BY AND  
BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND  
SPYGLASS GROUP, LLC**

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**WHEREAS**, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

**WHEREAS**, SpyGlass Group, LLC (the "Company"), is an Ohio limited liability company that is in the business of providing telecommunication service audits for Local Governments (the "Services"); and

**WHEREAS**, the Corporate Authorities of the City have previously engaged the Company to provide certain services; and

**WHEREAS**, the City's Staff and the Company have negotiated a SpyGlass Snapshot Audit Agreement solely for audit of the City's primary telecommunications service accounts (voice, data, internet, cloud services, SaaS licensing, and mobility); and

**WHEREAS**, the Corporate Authorities now desire to engage the Company to provide the Services pursuant to the Agreement; and

**WHEREAS**, the Snapshot Audit Agreement (the "Agreement") with the Company for the Services is attached hereto as Exhibit A and fully incorporated herein; and

**WHEREAS**, the Corporate Authorities have reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the City and its citizens to enter into the Agreement with the Company; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

**SECTION 1: PREAMBLE.** The City Council hereby finds that all the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2: SPYGLASS SNAPSHOT AUDIT AGREEMENT APPROVED.** The City Council hereby finds and declares that the conditions, terms, and provisions of the Spyglass Snapshot Audit Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

**SECTION 3: SEVERABILITY.** If any section, paragraph, clause, or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any other provision of this Resolution.

**SECTION 4: REPEALER.** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect immediately upon its passage and approval, as provided by law.

*[Intentionally Blank]*

PASSED THIS 19<sup>TH</sup> DAY OF JANUARY 2026

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderdwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

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Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>TH</sup> DAY OF JANUARY 2026

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Raymond R. Soliman, Mayor

ATTEST:

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Christine Vershay-Hall, City Clerk



# **EXHIBIT A**

## **SpyGlass Snapshot Audit Agreement**

## SpyGlass Snapshot Audit Agreement

Item I.

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Crest Hill, IL** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

**1. Primary Audit Services.** Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

Auditor agrees that it will not make recommendations, nor be entitled to any fees, with respect to tax reductions that Azavar has provided to Company.

Notwithstanding the previous paragraph, Company desires Auditor to perform the remainder of its standard audit analysis and Auditor will be entitled to fees relating to the remainder of its standard audit analysis as set forth in the provisions of this Agreement below including, without limitation, elimination of unused services and rate structure improvements.

**2. Fees.** Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 40% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

**3. Invoicing and Payment.** Fees for Cost Recovery are due as a one-time payment within 30 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 30 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

**4. Miscellaneous.** This agreement is governed by the laws of the State of Illinois, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the Effective Date.

### COMPANY

City of Crest Hill, IL

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

### AUDITOR

The SpyGlass Group, LLC

Signature: \_\_\_\_\_

Print Name: Edward M. DeAngelo

Date: \_\_\_\_\_

## Report Criteria:

Detail report type printed

[Report].Check Issue Date = 12/25/2025,01/01/2026,01/20/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
16	Action Flag C	AF4213	FLAGS	12/23/2025	1,034.15	1,034.15	25658	01/20/2026	1225	01045400
		AF4264	FLAGS	01/08/2026	110.10	110.10	25658	01/20/2026	1225	01045400
Total 16:					1,144.25	1,144.25				
26	Aflac	454533	Dece AFLAC 12-2025	12/26/2025	2,642.12	2,642.12	25660	01/20/2026	1225	01015300
Total 26:					2,642.12	2,642.12				
46	Republic Ser	0721-008701	DEC 2025 MONTHLY S	12/20/2025	121,004.86	121,004.86	25745	01/20/2026	1225	80005300
Total 46:					121,004.86	121,004.86				
82	Vestis	6030481696	UNIFORMS FOR STP	12/31/2025	24.45	24.45	25770	01/20/2026	1225	07075344
		6030481696	UNIFORMS FOR WATE	12/31/2025	13.12	13.12	25770	01/20/2026	1225	07065344
		6030483388	UNIFORMS FOR STP	01/07/2026	24.45	24.45	25770	01/20/2026	1225	07075344
		6030483388	UNIFORMS FOR WATE	01/07/2026	13.12	13.12	25770	01/20/2026	1225	07065344
Total 82:					75.14	75.14				
112	Accurate Em	AUR2387835	ACCURATE DEC 2025	01/01/2026	232.19	232.19	25655	01/20/2026	1225	01015300
Total 112:					232.19	232.19				
171	Brent Hasser	1060	CONSULTNG SERVICE	12/30/2025	2,500.00	2,500.00	25665	01/20/2026	1225	01105300
Total 171:					2,500.00	2,500.00				
231	Certified Lab	9440777	CHEM-BRITE	12/19/2025	301.59	301.59	25667	01/20/2026	1225	07085366
Total 231:					301.59	301.59				
285	Cintas Fire P	0F94773199	SPRINKLER INSPECTI	12/31/2025	753.78	753.78	25669	01/20/2026	1225	07085300
Total 285:					753.78	753.78				
320	ComEd 9282	December 20	ELECTRIC - VALVE STA	12/30/2025	26.43	26.43	25676	01/20/2026	1225	07065353
Total 320:					26.43	26.43				
323	ComEd 2717	December 20	ELECTRIC 1306-1/2 HA	12/30/2025	30.67	30.67	25674	01/20/2026	1225	07075353
Total 323:					30.67	30.67				
324	ComEd 5197	December 20	ELECTRIC - 0 ROOT B	12/30/2025	30.67	30.67	25675	01/20/2026	1225	07075353
Total 324:					30.67	30.67				
382	Creative Pro	166717	DARE ITEMS	12/22/2025	300.04	300.04	25678	01/20/2026	1225	01025402
Total 382:					300.04	300.04				
383	Crescent Ele	S513789762.	FLEET- CITY SIGN FLO	12/23/2025	213.77	213.77	25679	01/20/2026	1225	01045400

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		S513789782.	FACILITIES- CITY SIGN	12/30/2025	380.13	380.13	25679	01/20/2026	1225	01045400
Total 383:					593.90	593.90				
451	Dynegy 1266	November 20	WELL #4 ELECTRIC	12/20/2025	1,068.64	1,068.64	25688	01/20/2026	1225	07065353
		October 2025	WELL #4 ELECTRIC	12/20/2025	2,165.08	2,165.08	25688	01/20/2026	1225	07065353
Total 451:					3,233.72	3,233.72				
452	Dynegy 6760	November 20	EAST PLANT ELECTRI	12/20/2025	8,982.18	8,982.18	25691	01/20/2026	1225	07085353
		October 2025	EAST PLANT ELECTRI	12/20/2025	8,592.82	8,592.82	25691	01/20/2026	1225	07085353
Total 452:					17,575.00	17,575.00				
454	Dynegy 0817	November 20	WELL #11 ELECTRIC N	12/20/2025	2,974.87	2,974.87	25686	01/20/2026	1225	07065353
		October 2025	WELL #11 ELECTRIC O	12/20/2025	2,855.16	2,855.16	25686	01/20/2026	1225	07065353
Total 454:					5,830.03	5,830.03				
455	Dynegy 0098	November 20	WELL #10 ELECTRIC F	12/20/2025	1,642.63	1,642.63	25684	01/20/2026	1225	07065353
		October 2025	WELL #10 ELECTRIC F	12/20/2025	1,065.67	1,065.67	25684	01/20/2026	1225	07065353
Total 455:					2,708.30	2,708.30				
457	Dynegy 6385	November 20	WELL #12 ELECTRIC	12/20/2025	3,377.68	3,377.68	25690	01/20/2026	1225	07065353
		October 2025	WELL #12 ELECTRIC	12/20/2025	3,173.65	3,173.65	25690	01/20/2026	1225	07065353
Total 457:					6,551.33	6,551.33				
458	Dynegy 0906	November 20	ELECTRIC FOR WELL	12/20/2025	1,960.97	1,960.97	25687	01/20/2026	1225	07065353
		October 2025	WELL #7 ELECTRIC O	12/20/2025	1,229.10	1,229.10	25687	01/20/2026	1225	07065353
Total 458:					3,190.07	3,190.07				
459	Dynegy 1656	November 20	WELL #8 ELECTRIC	12/20/2025	1,450.35	1,450.35	25689	01/20/2026	1225	07065353
		October 2025	WELL #8 ELECTRIC	12/20/2025	1,225.64	1,225.64	25689	01/20/2026	1225	07065353
Total 459:					2,675.99	2,675.99				
461	Dynegy 0425	November 20	WELL #1 ELECTRIC N	12/20/2025	2,066.67	2,066.67	25685	01/20/2026	1225	07065353
		October 2025	WELL #1 ELECTRIC N	12/20/2025	2,605.09	2,605.09	25685	01/20/2026	1225	07065353
Total 461:					4,671.76	4,671.76				
478	eLineup LLC	1752	ELINEUP SOFTWARE	12/22/2025	750.00	750.00	25692	01/20/2026	1225	01065301
Total 478:					750.00	750.00				
479	Elliott Electric	32449	PROJECTOR COUNCIL	12/22/2025	1,723.00	1,723.00	25693	01/20/2026	1225	01045360
Total 479:					1,723.00	1,723.00				
483	Energenecs I	0050333-IN	WSTP INFLUENT SIGN	12/12/2025	610.00	610.00	25694	01/20/2026	1225	07085365
Total 483:					610.00	610.00				
497	eSkill Corpor	2025-18688	CIVIL SERVICE TESTIN	01/06/2026	9,000.00	9,000.00	25695	01/20/2026	1225	01105310

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 497:					9,000.00	9,000.00				
505	Excel Electric	131540	HILLCREST WM CONS	01/09/2026	5,200.00	5,200.00	25696	01/20/2026	1225	12007620
		131541	HILLCREST WM CONS	01/09/2026	3,722.22	3,722.22	25696	01/20/2026	1225	12007620
Total 505:					8,922.22	8,922.22				
526	FedEx	9-106-76296	FEDEX EXPRESS SER	12/17/2025	10.98	10.98	25697	01/20/2026	1225	01025310
Total 526:					10.98	10.98				
576	Gallagher Ma	42187	UPM HIGH PERF COL	12/02/2025	3,625.16	3,625.16	25701	01/20/2026	1225	07065430
Total 576:					3,625.16	3,625.16				
585	Claudia Gaza	HOLIDAY DE	WINTERFEST SUPPLIE	12/23/2025	55.50	55.50	25670	01/20/2026	1225	01108001
Total 585:					55.50	55.50				
605	Gordon Flesc	IN15426074	GORDON FLESCH MO	12/10/2025	182.01	182.01	25702	01/20/2026	1225	01165300
Total 605:					182.01	182.01				
610	Grainger	9751253999	EAST PLANT TOILET R	12/22/2025	32.30	32.30	25703	01/20/2026	1225	07085366
		9764274677	RELIEF VALVE	01/08/2026	74.30	74.30	25703	01/20/2026	1225	07085366
Total 610:					106.60	106.60				
640	Hawkins Inc	7297312	WATER CHEMICALS	12/31/2025	5,802.65	5,802.65	25705	01/20/2026	1225	07065421
Total 640:					5,802.65	5,802.65				
664	Highland Plu	7827	FURNISHED LABOR A	12/31/2025	385.00	385.00	25706	01/20/2026	1225	01045360
Total 664:					385.00	385.00				
820	Joliet Townsh	November &	ANIMAL CONTROL SE	12/11/2025	2,500.00	2,500.00	25709	01/20/2026	1225	01105300
Total 820:					2,500.00	2,500.00				
826	JP Morgan C	B. Wing 11/1	TOLLS	11/17/2025	13.40	13.40	463	12/25/2025	1125	01075400
		Canva 2026	CANVA SUBSCRIPTIO	11/13/2025	300.00	300.00	463	12/25/2025	1125	01105345
		Chewy Nove	K-9 EXPENSE	11/14/2025	96.09	96.09	463	12/25/2025	1125	01025346
		Comcast 025	COMCAST WSTP	11/12/2025	379.91	379.91	463	12/25/2025	1125	07085301
		Comcast 055	COMCAST POLICE	12/09/2025	244.37	244.37	463	12/25/2025	1125	01025310
		Comcast 060	COMCAST WELL #10	11/21/2025	240.17	240.17	463	12/25/2025	1125	07065301
		Dunkin Donut	COFFEE & DONUTS F	11/18/2025	87.96	87.96	463	12/25/2025	1125	01015343
		Dunkin Donut	MEAL EXPENSE	12/01/2025	24.73	24.73	463	12/25/2025	1125	01025343
		Filler Neck 1	FLEET- UNIT # 45 FILL	12/08/2025	23.65	23.65	463	12/25/2025	1125	01075400
		Fraud Charg	FRAUD CHARGE CRE	11/22/2025	485.00-	485.00-	463	12/25/2025	1125	01125401
		IL Financial F	SEMINAR FOR DAN RI	12/08/2025	109.00	109.00	463	12/25/2025	1125	01165341
		ILACP Reavi	MEMBERSHIP RENEW	10/01/2025	115.00	115.00	463	12/25/2025	1125	01025345
		IPass 11/24/2	IPASS REPLENISHME	11/24/2025	20.00	20.00	463	12/25/2025	1125	01075400
		Menards 958	PROPANE FOR WINT	12/03/2025	22.85	22.85	463	12/25/2025	1125	01108001
		Menards 958	PROPANE FOR WINT	12/03/2025	22.21	22.21	463	12/25/2025	1125	01108001
		Menards 958	PROPANE FOR WINT	12/03/2025	22.62	22.62	463	12/25/2025	1125	01108001

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		Microsoft G1	OFFICE 365 ONE LICE	12/05/2025	88.36	88.36	463	12/25/2025	1125	01065301
		Microsoft G1	VISIO	12/09/2025	36.00	36.00	463	12/25/2025	1125	01065300
		Microsoft G1	EXCHANGE EMAIL	12/10/2025	8.40	8.40	463	12/25/2025	1125	01065300
		Phillips 66 12	TRAVEL EXPENSE-FU	12/01/2025	37.85	37.85	463	12/25/2025	1125	01025342
		Potsolve 866	POTSOLVE	12/16/2025	210.90	210.90	463	12/25/2025	1125	01107500
		Safety Sign 1	SAFETY SIGNS	12/04/2025	86.73	86.73	463	12/25/2025	1125	01015300
		Sams Club 1	COOKIES FOR WINT	12/05/2025	162.23	162.23	463	12/25/2025	1125	01108001
		Speedway 12	TRAVEL EXPENSE-FU	12/02/2025	39.27	39.27	463	12/25/2025	1125	01025342
		The Briefing	TRAINING-OUTLAW	12/10/2025	406.85	406.85	463	12/25/2025	1125	01025341
		The UPS Sto	POSTAGE	12/08/2025	226.10	226.10	463	12/25/2025	1125	07065332
		Walmart 11-2	WINTERFEST HEATER	11/24/2025	359.97	359.97	463	12/25/2025	1125	01108001
		Walmart 12/0	WINTERFEST CHRIST	12/02/2025	319.98	319.98	463	12/25/2025	1125	01108001
		Walmart 12/0	WREATHES & BOWS	12/03/2025	57.52	57.52	463	12/25/2025	1125	01108001
		Wolf Driving	CDL TRAINING - J WIL	12/03/2025	2,700.00	2,700.00	463	12/25/2025	1125	01035341
Total 826:					5,977.12	5,977.12				
846	Kimball Midw	104016173	GLOVES	12/15/2025	254.00	254.00	25710	01/20/2026	1225	07085402
		104016173	SILICONE, NUTS	12/15/2025	212.82	212.82	25710	01/20/2026	1225	07085366
		104019942	GLOVES	12/16/2025	254.00	254.00	25710	01/20/2026	1225	07085402
		104019942	SAW BLADES	12/16/2025	177.10	177.10	25710	01/20/2026	1225	07085366
Total 846:					897.92	897.92				
849	Kirwan Mech	i77847	HVAC MAINTENANCE	09/05/2025	831.00	831.00	25711	01/20/2026	1225	07085366
		i78127	EAST PLANT HEATER	12/11/2025	324.00	324.00	25711	01/20/2026	1225	07085366
Total 849:					1,155.00	1,155.00				
865	UKG Kronos	11001004657	UKG-KRONOS	12/21/2025	4,320.00	4,320.00	25762	01/20/2026	1225	01065301
Total 865:					4,320.00	4,320.00				
880	Law Enforce	INV-1004	COURTSMART PROGR	12/31/2025	1,600.00	1,600.00	25714	01/20/2026	1225	01025341
Total 880:					1,600.00	1,600.00				
881	Lawson Prod	9313086381	FLEET- BOLTS, NUTS,	12/22/2025	474.49	474.49	25715	01/20/2026	1225	01075400
Total 881:					474.49	474.49				
921	M&J Undergr	Inner Circle P	INNERCIRCLE WM AN	11/30/2025	177,542.40	177,542.40	25716	01/20/2026	1225	12007620
Total 921:					177,542.40	177,542.40				
927	Quadiant Lea	Q2168985	LEASE AGREEMENT	01/05/2026	516.99	516.99	25742	01/20/2026	1225	01115300
Total 927:					516.99	516.99				
931	MAP Automo	40GU8526	FLEET- STOCK FILTER	01/06/2026	1,284.48	1,284.48	25719	01/20/2026	1225	01075400
Total 931:					1,284.48	1,284.48				
956	McMaster Ca	56881612	FLEET- PETERBILT HE	12/15/2025	51.43	51.43	25720	01/20/2026	1225	01075400
Total 956:					51.43	51.43				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
958	Meade, Inc.	715310	TRAFFIC SIGNAL MAIN	12/31/2025	216.74	216.74	25721	01/20/2026	1225	01035300
		715310	TRAFFIC SIGNAL MAIN	12/31/2025	216.74	216.74	25721	01/20/2026	1225	01035300
		715310	TRAFFIC SIGNAL MAIN	12/31/2025	216.74	216.74	25721	01/20/2026	1225	01035300
Total 958:					650.22	650.22				
961	Menards	97799	WINTERFEST SUPPLIE	12/04/2025	119.49	119.49	25722	01/20/2026	1225	01108001
		98067	FACILITIES- PUBLIC W	12/10/2025	278.50	278.50	25722	01/20/2026	1225	01045400
		98069	WATER DEPARTMENT	12/10/2025	244.88	244.88	25722	01/20/2026	1225	07065361
		98210	WINTERFEST SUPPLIE	12/12/2025	227.60	227.60	25722	01/20/2026	1225	01108001
		98461	FLEET- BROOMS, PAN	12/17/2025	60.84	60.84	25722	01/20/2026	1225	01045400
		99287	OFFICE SUPPLIES	01/06/2026	48.88	48.88	25722	01/20/2026	1225	07075401
		99287	STP MAINTENANCE S	01/06/2026	141.82	141.82	25722	01/20/2026	1225	07085365
		99380	WELL MAINTENANCE	01/08/2026	28.57	28.57	25722	01/20/2026	1225	07065361
		99429	FACILITIES- CITY FLA	01/09/2026	133.88	133.88	25722	01/20/2026	1225	01045400
Total 961:					1,284.46	1,284.46				
965	M.E. Simpso	45779	LINE LOCATION SERVI	12/31/2025	320.00	320.00	25717	01/20/2026	1225	07065300
		45787	WATER SYSTEM LEAK	12/31/2025	21,165.00	21,165.00	25717	01/20/2026	1225	07065300
Total 965:					21,485.00	21,485.00				
973	Microbac Lab	C25009759	QUARTERLY LAND AP	12/26/2025	528.00	528.00	25725	01/20/2026	1225	07085306
		C25009763	QUARTERLY LAND AP	12/26/2025	724.00	724.00	25725	01/20/2026	1225	07085306
		C25009764	SEMI-ANNUAL EFFLUE	12/26/2025	1,559.75	1,559.75	25725	01/20/2026	1225	07085306
		C25009765	SEMI-ANNUAL EFFLUE	12/26/2025	1,559.75	1,559.75	25725	01/20/2026	1225	07085306
Total 973:					4,371.50	4,371.50				
986	Allegra Joliet	143533	#10 REGULAR ENVEL	12/22/2025	385.36	385.36	25662	01/20/2026	1225	01105321
Total 986:					385.36	385.36				
991	MOE Fringe	A. Halaska C	REFUND DECEMBER 2	01/01/2026	2,002.00-	2,002.00-	461	01/01/2026	1225	01044200
		E. Clemens	REFUND AUGUST 202	01/01/2026	600.60-	600.60-	461	01/01/2026	1225	01034200
		E. Clemens	REFUND AUGUST 202	01/01/2026	100.10-	100.10-	461	01/01/2026	1225	07064200
		E. Clemens	REFUND AUGUST 202	01/01/2026	300.30-	300.30-	461	01/01/2026	1225	07094200
		February 202	FEBRUARY 2026	01/01/2026	8,548.40	8,548.40	461	01/01/2026	1225	01034200
		February 202	FEBRUARY 2026	01/01/2026	6,106.00	6,106.00	461	01/01/2026	1225	01074200
		February 202	FEBRUARY 2026	01/01/2026	2,442.40	2,442.40	461	01/01/2026	1225	01114200
		February 202	FEBRUARY 2026	01/01/2026	1,526.50	1,526.50	461	01/01/2026	1225	01124200
		February 202	FEBRUARY 2026	01/01/2026	4,884.80	4,884.80	461	01/01/2026	1225	07064200
		February 202	FEBRUARY 2026	01/01/2026	2,442.40	2,442.40	461	01/01/2026	1225	07074200
		February 202	FEBRUARY 2026	01/01/2026	4,579.50	4,579.50	461	01/01/2026	1225	07084200
		February 202	FEBRUARY 2026	01/01/2026	6,106.00	6,106.00	461	01/01/2026	1225	07094200
		February 202	FEBRUARY 2026	01/01/2026	3,603.60	3,603.60	461	01/01/2026	1225	01034200
		February 202	FEBRUARY 2026	01/01/2026	1,001.00	1,001.00	461	01/01/2026	1225	01044200
		February 202	FEBRUARY 2026	01/01/2026	500.50	500.50	461	01/01/2026	1225	01124200
		February 202	FEBRUARY 2026	01/01/2026	1,001.00	1,001.00	461	01/01/2026	1225	01164200
		February 202	FEBRUARY 2026	01/01/2026	1,001.00	1,001.00	461	01/01/2026	1225	07064200
		February 202	FEBRUARY 2026	01/01/2026	800.80	800.80	461	01/01/2026	1225	07074200
		February 202	FEBRUARY 2026	01/01/2026	800.80	800.80	461	01/01/2026	1225	07084200
		February 202	FEBRUARY 2026	01/01/2026	2,302.30	2,302.30	461	01/01/2026	1225	07094200
		February 202	FEBRUARY 2026	01/01/2026	2,002.00	2,002.00	461	01/01/2026	1225	01024200
		February 202	FEBRUARY 2026	01/01/2026	1,201.20	1,201.20	461	01/01/2026	1225	01034200
		February 202	FEBRUARY 2026	01/01/2026	2,002.00	2,002.00	461	01/01/2026	1225	01044200

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		February 202	FEBRUARY 2026	01/01/2026	1,001.00	1,001.00	461	01/01/2026	1225	01124200
		February 202	FEBRUARY 2026	01/01/2026	2,002.00	2,002.00	461	01/01/2026	1225	01164200
		February 202	FEBRUARY 2026	01/01/2026	400.40	400.40	461	01/01/2026	1225	07064200
		February 202	FEBRUARY 2026	01/01/2026	200.20	200.20	461	01/01/2026	1225	07074200
		February 202	FEBRUARY 2026	01/01/2026	1,201.20	1,201.20	461	01/01/2026	1225	07094200
		K. Linden CM	REFUND NOVEMBER	01/01/2026	1,001.00-	1,001.00-	461	01/01/2026	1225	01034200
		K. Linden CM	REFUND NOVEMBER	01/01/2026	500.50-	500.50-	461	01/01/2026	1225	07064200
		K. Linden CM	REFUND NOVEMBER	01/01/2026	500.50-	500.50-	461	01/01/2026	1225	07074200
		M. Sepich C	REFUND NOVEMBER	01/01/2026	1,201.20-	1,201.20-	461	01/01/2026	1225	01034200
		M. Sepich C	REFUND NOVEMBER	01/01/2026	200.20-	200.20-	461	01/01/2026	1225	07064200
		M. Sepich C	REFUND NOVEMBER	01/01/2026	600.60-	600.60-	461	01/01/2026	1225	07094200
Total 991:					50,650.00	50,650.00				
1002	Motion Indust	IL03-008383	BELTS	12/11/2025	250.00	250.00	25727	01/20/2026	1225	07085366
		IL03-008383	BELTS	12/11/2025	434.14	434.14	25727	01/20/2026	1225	07085366
Total 1002:					684.14	684.14				
1017	DACRA Adju	2025-12-034	DACRA MONTHLY SER	12/31/2025	1,250.00	1,250.00	25680	01/20/2026	1225	01025300
		2025-12-034	DACRA MONTHLY SER	12/31/2025	1,250.00	1,250.00	25680	01/20/2026	1225	01165300
Total 1017:					2,500.00	2,500.00				
1060	Nicor 56-57-8	December 20	WELL #9/12 NICOR	01/05/2026	302.33	302.33	25732	01/20/2026	1225	07065350
Total 1060:					302.33	302.33				
1062	Nicor 89-13-6	December 20	WELL #11 NICOR GAS	01/05/2026	271.46	271.46	25733	01/20/2026	1225	07065350
Total 1062:					271.46	271.46				
1063	Nicor 24-66-3	December 20	LIFT STATION NICOR	01/05/2026	66.18	66.18	25731	01/20/2026	1225	07075350
Total 1063:					66.18	66.18				
1065	Nicor 95-25-4	December 20	WELL #1 NICOR	01/02/2026	193.01	193.01	25735	01/20/2026	1225	07065350
Total 1065:					193.01	193.01				
1066	Nicor 08-01-5	December 20	WELL #7 NICOR GAS	01/02/2026	468.50	468.50	25729	01/20/2026	1225	07065350
Total 1066:					468.50	468.50				
1067	Nicor 89-80-1	December 20	EAST PLANT NICOR	01/02/2026	1,663.93	1,663.93	25734	01/20/2026	1225	07085350
Total 1067:					1,663.93	1,663.93				
1161	Police Chiefs	2026 Membe	2026 WGMCTF DUES	01/05/2026	2,000.00	2,000.00	25738	01/20/2026	1225	01025345
		CRESTHILL	2026 ANNUAL MEMBE	01/01/2026	50.00	50.00	25737	01/20/2026	1225	01025345
		CRESTHILL	2026 ANNUAL MEMBE	01/01/2026	50.00	50.00	25737	01/20/2026	1225	01025345
Total 1161:					2,100.00	2,100.00				
1164	Pomp's Tire	411202063	FLEET- UNIT # 3 TIRES	12/12/2025	378.14	378.14	25739	01/20/2026	1225	01075400
		411202066	FLEET- UNIT # 3 TIRE	12/12/2025	124.38	124.38	25739	01/20/2026	1225	01075400
		411202881	FLEET- UNIT #91 TIRE	12/17/2025	780.16	780.16	25739	01/20/2026	1225	01075400



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1164:					1,282.68	1,282.68				
1174	PreCise MR	IN200200988	FLEET- PUBLIC WORK	12/22/2025	450.00	450.00	25740	01/20/2026	1225	01035300
Total 1174:					450.00	450.00				
1196	R&R Septic	25-3335	PUMP TRUCK TO MOV	12/17/2025	750.00	750.00	25743	01/20/2026	1225	07085373
		25-3367	PUMP TRUCK TO MOV	12/22/2025	750.00	750.00	25743	01/20/2026	1225	07085373
		25-3407	PUMP TRUCK TO MOV	12/29/2025	750.00	750.00	25743	01/20/2026	1225	07085373
		26-0022	PUMP TRUCK TO MOV	01/05/2026	750.00	750.00	25743	01/20/2026	1225	07085373
		26-0073	PUMP TRUCK TO MOV	01/12/2026	750.00	750.00	25743	01/20/2026	1225	07085373
Total 1196:					3,750.00	3,750.00				
1222	Reliance Sta	January 2026	RELIANCE STD 01-202	01/01/2026	280.00	280.00	25744	01/20/2026	1225	01002438
Total 1222:					280.00	280.00				
1237	Robinson En	25120280	2025 SANITARY TV AN	12/15/2025	975.00	975.00	25746	01/20/2026	1225	07075330
		25120330	WEBER HILL INDUSTR	12/17/2025	954.50	954.50	25746	01/20/2026	1225	01165330
		25120331	GIS DATA MAINTENAN	12/17/2025	3,190.00	3,190.00	25746	01/20/2026	1225	07075301
		25120333	MS4 COMPLIANCE FY	12/17/2025	1,172.50	1,172.50	25746	01/20/2026	1225	07075330
Total 1237:					6,292.00	6,292.00				
1283	SEECO Con	20084	CONSTRUCTION MAT	01/08/2026	1,955.00	1,955.00	25750	01/20/2026	1225	35007512
Total 1283:					1,955.00	1,955.00				
1295	Shaw Media	1225100852	CREST HILL PAGE	12/31/2025	1,928.40	1,928.40	25752	01/20/2026	1225	01105321
Total 1295:					1,928.40	1,928.40				
1336	Spesia & Tayl	824670	GENERAL CORPORAT	12/22/2025	20,951.00	20,951.00	25753	01/20/2026	1225	01105302
		824671	SEASONS DEVELOPM	12/22/2025	129.00	129.00	25753	01/20/2026	1225	01105302
		824674	GPW GPWC/LAKE MICHIGA	12/22/2025	1,913.50	1,913.50	25753	01/20/2026	1225	07065332
		824675	FIBER MASTER LICEN	12/22/2025	623.50	623.50	25753	01/20/2026	1225	01105302
Total 1336:					23,617.00	23,617.00				
1353	Stanard & As	SA00006332	PERSONALITY EVALU	12/29/2025	495.00	495.00	25754	01/20/2026	1225	01025341
Total 1353:					495.00	495.00				
1366	Stewart Spre	4605	TRANSFER OF LIQUID	12/17/2025	4,084.92	4,084.92	25755	01/20/2026	1225	07085373
Total 1366:					4,084.92	4,084.92				
1373	Strand Assoc	0233268	GPWC WATER SCADA	12/11/2025	6,500.00	6,500.00	25756	01/20/2026	1225	07065331
		0233446	CORROSION CONTRO	12/10/2025	1,078.18	1,078.18	25756	01/20/2026	1225	07065332
		0233447	GPWC RECEIVING ST	12/10/2025	6,610.00	6,610.00	25756	01/20/2026	1225	12007602
		0233448	WM CIPP-PLAINFIELD	12/10/2025	9,439.83	9,439.83	25756	01/20/2026	1225	12007620
		0233449	WM CIPP-THEODORE	12/10/2025	25,893.89	25,893.89	25756	01/20/2026	1225	12007620
		0233450	CATON FARM WM EXT	12/10/2025	1,089.01	1,089.01	25756	01/20/2026	1225	12007620
		0233451	ON CALL WASTEWATE	12/10/2025	202.32	202.32	25756	01/20/2026	1225	07065331
		0233452	CHEMICAL FEED UPG	12/10/2025	5,303.08	5,303.08	25756	01/20/2026	1225	12007620

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1373:					56,116.31	56,116.31				
1379	Suburban La	GA6000048	WEST AND EAST NPD	01/02/2026	2,724.00	2,724.00	25723	01/20/2026	1225	07085306
		GA6000078	DRINKING WATER LAB	01/05/2026	2,170.00	2,170.00	25723	01/20/2026	1225	07065306
Total 1379:					4,894.00	4,894.00				
1386	Sunbelt Rent	177983286-0	SCISSOR LIFT RENTAL	12/22/2025	705.00	705.00	25757	01/20/2026	1225	01108001
Total 1386:					705.00	705.00				
1392	SWAHM	January 2026	SWARM JAN 2026	01/01/2026	111,061.30	111,061.30	462	01/01/2026	1225	01015300
Total 1392:					111,061.30	111,061.30				
1425	Third Millenni	33763	COCH UTILITY PAST D	12/30/2025	407.32	407.32	25761	01/20/2026	1225	07095321
Total 1425:					407.32	407.32				
1432	Ron Tirapelli	669675	FLEET- UNIT #003 TPM	12/11/2025	24.29	24.29	25747	01/20/2026	1225	01075400
		669855	FLEET- UNIT # 943 SPA	12/16/2025	236.34	236.34	25747	01/20/2026	1225	01075400
		670365	FLEET- UNIT # 15 TRA	01/05/2026	166.04	166.04	25747	01/20/2026	1225	01075400
Total 1432:					426.67	426.67				
1502	Underground	077965	CLAMPS	12/19/2025	2,630.00	2,630.00	25763	01/20/2026	1225	07065430
Total 1502:					2,630.00	2,630.00				
1503	Uni-Max Man	5623	JANITORAL SERVICES	12/16/2025	2,180.00	2,180.00	25764	01/20/2026	1225	01045300
Total 1503:					2,180.00	2,180.00				
1508	United Meter	4785	METER AND MXU INST	12/18/2025	7,190.00	7,190.00	25765	01/20/2026	1225	07095470
Total 1508:					7,190.00	7,190.00				
1521	USABlueBoo	INV0090740	WATER LAB SUPPLIES	12/11/2025	701.92	701.92	25767	01/20/2026	1225	07065420
		INV0092417	STP LAB SUPPLIES	01/05/2026	336.17	336.17	25767	01/20/2026	1225	07085420
		INV0092892	STP LAB SUPPLIES	01/08/2026	3,034.32	3,034.32	25767	01/20/2026	1225	07085420
		INV0092962	WATER LAB SUPPLIES	01/09/2026	2,321.99	2,321.99	25767	01/20/2026	1225	07065420
		INV0093003	STP LAB SUPPLIES	01/09/2026	239.14	239.14	25767	01/20/2026	1225	07085420
		INV0093003	WEST PLANT SUPPLIE	01/09/2026	566.62	566.62	25767	01/20/2026	1225	07085365
		INV0093035	WEST PLANT SUPPLIE	01/09/2026	63.72	63.72	25767	01/20/2026	1225	07085365
Total 1521:					7,263.88	7,263.88				
1549	Verizon Wirel	6132442098	VERIZON WIRELESS S	01/01/2026	36.01	36.01	25769	01/20/2026	1225	01065350
		6132442098	VERIZON WIRELESS S	01/01/2026	1,383.05	1,383.05	25769	01/20/2026	1225	01105350
		6132442098	VERIZON WIRELESS S	01/01/2026	233.14	233.14	25769	01/20/2026	1225	07065350
		6132442098	VERIZON WIRELESS S	01/01/2026	103.05	103.05	25769	01/20/2026	1225	07075350
		6132442098	VERIZON WIRELESS S	01/01/2026	103.05	103.05	25769	01/20/2026	1225	07085350
Total 1549:					1,858.30	1,858.30				
1563	VSP of Illinois	824238030 J	VSP-01-2026	12/17/2025	506.81	506.81	25771	01/20/2026	1225	01015300

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
					506.81	506.81				
1578	Will County D	June-Novem	TRAFFIC SIGNAL MAIN	01/09/2026	4,283.96	4,283.96	25773	01/20/2026	1225	01035351
					4,283.96	4,283.96				
1589	Wescom	20260207	WESCOM DISPATCH S	01/05/2026	24,541.65	24,541.65	25772	01/20/2026	1225	01025307
					24,541.65	24,541.65				
1602	Will County	2026-1070	2026 MEMBERSHIP DU	01/07/2026	22,330.31	22,330.31	25774	01/20/2026	1225	01015345
					22,330.31	22,330.31				
1605	Will County R	December 20	MUNICIPAL LIENS/REL	01/02/2026	1,065.00	1,065.00	25775	01/20/2026	1225	01115325
					1,065.00	1,065.00				
1629	Work Zone S	69039	BANDING	12/09/2025	140.00	140.00	25777	01/20/2026	1225	01035400
					140.00	140.00				
1693	Full Circle K9	1423	K9 TRAINING	12/29/2025	3,600.00	3,600.00	25700	01/20/2026	1225	01025346
					3,600.00	3,600.00				
1694	Nicor 13-03-7	December 20	PW NICOR	01/02/2026	1,606.96	1,606.96	25730	01/20/2026	1225	01035351
					1,606.96	1,606.96				
1749	AEP Energy	3013134305	STREET LIGHTS - 1 TH	01/06/2026	16,317.06	16,317.06	25659	01/20/2026	1225	01035351
					16,317.06	16,317.06				
1778	Konica Minolt	505583545	KONICA PRINTER	12/03/2025	171.26	171.26	25712	01/20/2026	1225	01125401
		505641560	KONICA PRINTER	12/10/2025	8,033.24	8,033.24	25712	01/20/2026	1225	01105300
		505641561	KONICA PRINTER	12/10/2025	6,900.84	6,900.84	25712	01/20/2026	1225	01107500
		505641562	ADMIN. COPY MACHIN	12/10/2025	4,422.93	4,422.93	25712	01/20/2026	1225	01107500
		505762269	MONTHLY COPIER MAI	12/23/2025	1,840.70	1,840.70	25712	01/20/2026	1225	01025300
					21,368.97	21,368.97				
1795	Konica Minolt	9010715074	KONICA COPY MACHI	12/22/2025	93.16	93.16	25713	01/20/2026	1225	01107500
					93.16	93.16				
1801	AceK9	298345	ACE WATCH DOG SER	01/02/2026	168.00	168.00	25656	01/20/2026	1225	01025346
					168.00	168.00				
1853	Buckeye Pow	P12015214	WELL 11 GENERATOR	01/12/2026	2,281.80	2,281.80	25666	01/20/2026	1225	07065300
		PI2013741	WELL 11 GENERATOR	12/30/2025	740.80	740.80	25666	01/20/2026	1225	07065300
					3,022.60	3,022.60				
1873	Mahoney Silv	75155	PROFESSIONAL SERV	01/07/2026	157.50	157.50	25718	01/20/2026	1225	41005302

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		75155	PROFESSIONAL SERV	01/07/2026	150.00	150.00	25718	01/20/2026	1225	15005302
	Total 1873:				307.50	307.50				
1896	Minuteman P	36153	WINTERFEST BANNER	12/30/2025	310.00	310.00	25726	01/20/2026	1225	01108001
	Total 1896:				310.00	310.00				
1924	V3 Companie	11125390	OAKLAND AVE-PHASE	12/09/2025	15,530.14	15,530.14	25768	01/20/2026	1225	12007620
		11125391	INNERCIRLCE WATER	12/09/2025	2,072.17	2,072.17	25768	01/20/2026	1225	12007620
		11125393	INNERCIRLCE WATER	12/09/2025	12,309.82	12,309.82	25768	01/20/2026	1225	12007620
	Total 1924:				29,912.13	29,912.13				
1950	Pure Water P	2324977	WATER FOR WEST PL	12/29/2025	47.50	47.50	25741	01/20/2026	1225	07075401
		2324977	WATER FOR PW	12/29/2025	65.00	65.00	25741	01/20/2026	1225	01035401
	Total 1950:				112.50	112.50				
1951	Amrize Mid-A	722125746	STONE FOR MAIN BRE	12/12/2025	1,534.56	1,534.56	25664	01/20/2026	1225	07065430
		722129500	STONE FOR MAIN BRE	12/15/2025	527.89	527.89	25664	01/20/2026	1225	07065430
	Total 1951:				2,062.45	2,062.45				
1953	Amazon Capi	11F6-QMRG-	OFFICE SUPPLIES	01/06/2026	32.67	32.67	25663	01/20/2026	1225	01025401
		14Y7-D4F7-1	TOILET PAPER	12/30/2025	253.44	253.44	25663	01/20/2026	1225	01045400
		17LC-MP4C-	FLAGS	12/23/2025	950.22	950.22	25663	01/20/2026	1225	01045400
		17LC-MP4C-	OFFICE SUPPLIES	12/23/2025	135.86	135.86	25663	01/20/2026	1225	01035401
		1C14-RGTR-	LABLES, PENS, MARK	01/08/2026	58.30	58.30	25663	01/20/2026	1225	01125401
		1CHL-MNG3-	RED CERTIFICATE HO	12/12/2025	15.99	15.99	25663	01/20/2026	1225	01105401
		1CQV-HJH4-	FLOOR MATS	01/01/2026	97.28	97.28	25663	01/20/2026	1225	07085402
		1CQV-HJH4-	PHONE CASE	01/01/2026	23.50	23.50	25663	01/20/2026	1225	07065401
		1CW6-MYJF-	FLAGS	12/31/2025	76.44	76.44	25663	01/20/2026	1225	01045400
		1CYY-RMLV-	POST-IT NOTES	12/27/2025	13.49	13.49	25663	01/20/2026	1225	01165401
		1CYY-RMLV-	ENVELOPES	12/27/2025	36.06	36.06	25663	01/20/2026	1225	01165401
		1HH4-CNL1-	INSPIRATIONAL CARD	01/06/2026	9.79	9.79	25663	01/20/2026	1225	01015321
		1HNN-1T1K-	TONER SAMSUNG	01/06/2026	62.99	62.99	25663	01/20/2026	1225	01105401
		1HNN-1T1K-	ROLLING CART	01/06/2026	46.99	46.99	25663	01/20/2026	1225	01105401
		1HVR-V9PT-	OFFICE SUPPLIES	01/09/2026	42.30	42.30	25663	01/20/2026	1225	01035401
		1J1M-XFRK-	OFFICE SUPPLIES	01/12/2026	59.06	59.06	25663	01/20/2026	1225	07065401
		1J1M-XFRK-	OFFICE SUPPLIES	01/12/2026	81.79	81.79	25663	01/20/2026	1225	07075401
		1JCH-6LP4-J	FLEET- TRUCK HEADL	12/16/2025	176.28	176.28	25663	01/20/2026	1225	01075400
		1JLP-GY37-	FOLDERS, PENS, HIG	01/09/2026	52.12	52.12	25663	01/20/2026	1225	01025401
		1JRT-YNG4-	GLOVES	01/07/2026	227.56	227.56	25663	01/20/2026	1225	01025344
		1KH6-KXQT-	HEATER FOR CITY AD	12/15/2025	18.61	18.61	25663	01/20/2026	1225	01105401
		1KH6-KXQT-	SCISSORS FOR CITY	12/15/2025	4.24	4.24	25663	01/20/2026	1225	01105401
		1KH6-KXQT-	TIMERS	12/15/2025	44.99	44.99	25663	01/20/2026	1225	01108001
		1KMJ-G17H-	AIR PURIFIER FILTER	12/16/2025	39.49	39.49	25663	01/20/2026	1225	01105401
		1KVL-1Y19-	POLICE LINE DO NOT	01/09/2026	122.50	122.50	25663	01/20/2026	1225	01025400
		1KYJ-D4L1-	CODE CHECK ELECTR	01/02/2026	19.82	19.82	25663	01/20/2026	1225	01165341
		1KYJ-D4L1-	PLUMBING & MECHAN	01/02/2026	39.95	39.95	25663	01/20/2026	1225	01165341
		1KYJ-D4L1-	CODE CHECK COMPL	01/02/2026	55.34	55.34	25663	01/20/2026	1225	01165341
		1NCL-XT33-	ENVELOPES	12/19/2025	14.45	14.45	25663	01/20/2026	1225	01125401
		1NCL-XT33-	PRINTER	12/19/2025	299.99	299.99	25663	01/20/2026	1225	01125401
		1NCL-XT33-	PENS	12/19/2025	6.82	6.82	25663	01/20/2026	1225	01125401
		1PYK-DQRD	FLOOR CLEANER	01/07/2026	82.50	82.50	25663	01/20/2026	1225	01045400
		1QDF-DHQM	FLEET- TRUCK BED ST	12/16/2025	410.40	410.40	25663	01/20/2026	1225	01075400

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		1QFM-1NRY-	FLAGS	12/31/2025	102.57	102.57	25663	01/20/2026	1225	01045400
		1QFM-1NRY-	FILE FOLDERS	12/31/2025	12.74	12.74	25663	01/20/2026	1225	01035401
		1QLT-KHKY-	TIMER FOR HOLIDAY	12/14/2025	14.99	14.99	25663	01/20/2026	1225	01105401
		1QLT-KHKY-	KEURIG CLEANER	12/14/2025	15.75	15.75	25663	01/20/2026	1225	01105401
		1QLT-KHKY-	POSTAGE MACHINE S	12/14/2025	28.27	28.27	25663	01/20/2026	1225	01105401
		1QLT-KHKY-	PERMANENT MARKER	12/14/2025	13.29	13.29	25663	01/20/2026	1225	01105401
		1THC-1N99-	PENS FOR PLATS	01/07/2026	6.68	6.68	25663	01/20/2026	1225	01105401
		1XY7-PQL7-	ENVELOPE MOISTENE	12/12/2025	17.90	17.90	25663	01/20/2026	1225	01165401
		CM#11Y9-X1	RETURN - FLAGS	01/06/2026	34.19-	34.19-	25663	01/20/2026	1225	01045400
		CM#143Q-G	RETURN - FLAGS	01/03/2026	89.97-	89.97-	25663	01/20/2026	1225	01045400
		CM#14WT-F	RETURN - FLAGS	01/08/2026	56.91-	56.91-	25663	01/20/2026	1225	01045400
		CM#16RF-N	RETURN - FLAGS	01/10/2026	73.58-	73.58-	25663	01/20/2026	1225	01045400
		CM#17P4-R	RETURN - FLAGS	01/10/2026	73.58-	73.58-	25663	01/20/2026	1225	01045400
		CM#1F7D-JN	RETURN - FLAGS	01/12/2026	264.72-	264.72-	25663	01/20/2026	1225	01045400
		CM#1GF6-T	RETURN - FLAGS	01/10/2026	47.47-	47.47-	25663	01/20/2026	1225	01045400
		CM#1GNK-J	KLEENEX	01/09/2026	39.55-	39.55-	25663	01/20/2026	1225	01165401
		CM#1HVR-V	RETURN - FLAGS	01/10/2026	47.47-	47.47-	25663	01/20/2026	1225	01045400
		CM#1HVR-V	RETURN - FLAGS	01/10/2026	47.47-	47.47-	25663	01/20/2026	1225	01045400
		CM#1HVR-V	RETURN - FLAGS	01/10/2026	29.99-	29.99-	25663	01/20/2026	1225	01045400
		CM#1JYH-X	RETURN - FLAGS	01/10/2026	29.99-	29.99-	25663	01/20/2026	1225	01045400
		CM#1LXX-W	RETURN - FLAGS	01/10/2026	73.58-	73.58-	25663	01/20/2026	1225	01045400
		CM#1MFX-6	RETURN - FLAGS	01/10/2026	47.47-	47.47-	25663	01/20/2026	1225	01045400
		CM#1PTW-9	RETURN - FLAGS	01/10/2026	47.47-	47.47-	25663	01/20/2026	1225	01045400
		CM#1QVW-	RETURN - FLAGS	01/10/2026	47.47-	47.47-	25663	01/20/2026	1225	01045400
		CM#1TLQ-X	RETURN FLOOR MATS	01/03/2026	97.28-	97.28-	25663	01/20/2026	1225	07085402
		CM#1WTQ-1	RETURN - FLAGS	01/10/2026	29.99-	29.99-	25663	01/20/2026	1225	01045400
		CM#1XLM-X	RETURN - FLAGS	01/06/2026	34.19-	34.19-	25663	01/20/2026	1225	01045400
		CM#1XLM-X	RETURN - FLAGS	01/06/2026	34.19-	34.19-	25663	01/20/2026	1225	01045400
Total 1953:					2,576.89	2,576.89				
1954	Charles J De	125 Decemb	ADMINISTRATIVE HEA	12/17/2025	300.00	300.00	25668	01/20/2026	1225	01015300
Total 1954:					300.00	300.00				
1971	Graybar Fina	19549792	PHONE SYSTEM MON	12/26/2025	2,110.85	2,110.85	25704	01/20/2026	1225	01105350
Total 1971:					2,110.85	2,110.85				
1977	AIS Inc	96157	LAPTOP	12/18/2025	559.30	559.30	25661	01/20/2026	1225	01065400
		96158	LAPTOP	12/18/2025	559.30	559.30	25661	01/20/2026	1225	01065400
		96188	AIS MONTHLY INVOIC	12/22/2025	369.00	369.00	25661	01/20/2026	1225	01065300
		96353	DATA SERVICES	01/09/2026	15,389.00	15,389.00	25661	01/20/2026	1225	01065301
Total 1977:					16,876.60	16,876.60				
1982	Flock Group I	INV-81581	FLOCK CAMERA CONT	12/12/2025	25,000.00	25,000.00	25699	01/20/2026	1225	01065301
Total 1982:					25,000.00	25,000.00				
1993	Figment Gro	INV-024756	RANDOM DRUG TEST	01/02/2026	335.00	335.00	25698	01/20/2026	1225	01015300
Total 1993:					335.00	335.00				
2024	Comcast Bus	258896737	COMCAST MONTHLY	12/15/2025	8,210.33	8,210.33	25671	01/20/2026	1225	01065300

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 2024:					8,210.33	8,210.33				
2043	Donald E. Mo	December 20	DONALD E MORRIS S	12/30/2025	565.00	565.00	25683	01/20/2026	1225	01165300
		December 20	GPWC RECEIVING STA	12/30/2025	65.00	65.00	25683	01/20/2026	1225	12007602
Total 2043:					630.00	630.00				
2071	ComEd 0904	December 20	CITY CENTER STREET	12/30/2025	257.69	257.69	25673	01/20/2026	1225	01035351
Total 2071:					257.69	257.69				
2072	Scribes Inc	65474	PLAN COMMISSION M	11/24/2025	225.45	225.45	25749	01/20/2026	1225	01105321
Total 2072:					225.45	225.45				
2073	David Strahl	88	HOURS FOR DAVID ST	12/22/2025	2,245.92	2,245.92	25682	01/20/2026	1225	01105300
		89	HOURS FOR DAVID ST	12/29/2025	2,220.68	2,220.68	25682	01/20/2026	1225	01105300
		90	HOURS FOR DAVID ST	01/05/2026	1,993.57	1,993.57	25682	01/20/2026	1225	01105300
		91	HOURS FOR DAVID ST	01/12/2026	3,457.20	3,457.20	25682	01/20/2026	1225	01105300
Total 2073:					9,917.37	9,917.37				
2074	MGT Impact	MGT37554	HOURS FOR JULIUS H	12/12/2025	20,977.88	20,977.88	25724	01/20/2026	1225	01105300
		MGT37585	HOURS FOR BRIAN B	12/12/2025	8,075.78	8,075.78	25724	01/20/2026	1225	01105300
		MGT37680	HOURS FOR JULIUS H	01/08/2026	30,210.75	30,210.75	25724	01/20/2026	1225	01105300
		MGT37695	HOURS FOR BRIAN B	01/08/2026	8,280.23	8,280.23	25724	01/20/2026	1225	01105300
Total 2074:					67,544.64	67,544.64				
2094	William McCl	20	CITY COUNCIL MEETI	12/18/2025	150.00	150.00	25776	01/20/2026	1225	01105300
		20	CITY COUNCIL MEETI	12/18/2025	150.00	150.00	25776	01/20/2026	1225	01105300
		20	PLAN COMMISSION M	12/18/2025	100.00	100.00	25776	01/20/2026	1225	01105300
		21	CITY COUNCIL MEETI	12/18/2025	150.00	150.00	25776	01/20/2026	1225	01105300
		21	CITY COUNCIL MEETI	12/18/2025	150.00	150.00	25776	01/20/2026	1225	01105300
		21	PLAN COMMISSION M	12/18/2025	100.00	100.00	25776	01/20/2026	1225	01105300
Total 2094:					800.00	800.00				
2154	CoStar Realt	123335169	COSTAR SERVICES JA	01/06/2026	430.00	430.00	25677	01/20/2026	1225	01165300
Total 2154:					430.00	430.00				
2165	TEST Inc and	10726198	OPERATOR SERVICES	01/07/2026	6,500.00	6,500.00	25760	01/20/2026	1225	07085300
		PLC1024	AERATOR 5 & 6 VFD R	12/12/2025	12,762.50	12,762.50	25760	01/20/2026	1225	07085366
Total 2165:					19,262.50	19,262.50				
2174	Sustainable	123025	MENTZER SERVICES 1	12/30/2025	4,513.75	4,513.75	25758	01/20/2026	1225	01165300
Total 2174:					4,513.75	4,513.75				
2183	Jacob Poor	Menards 11-1	MARKING PAINT	11/17/2025	25.89	25.89	25708	01/20/2026	1225	01165401
Total 2183:					25.89	25.89				
2190	Scanlon Exc	Oakland Pay	OAKLAND AVE CONST	12/04/2025	343,779.07	343,779.07	25748	01/20/2026	1225	12007620

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 2190:					343,779.07	343,779.07				
2206	ComEd 0144	December 20	ELEC. GATEWAY SIGN	12/17/2025	37.77	37.77	25672	01/20/2026	1225	01105350
		November 20	ELEC. GATEWAY SIGN	11/18/2025	33.71	33.71	25672	01/20/2026	1225	01105350
Total 2206:					71.48	71.48				
2207	Dahme Mech	CFS Pay App	CHEMICAL FEED SYST	12/31/2025	11,250.00	11,250.00	25681	01/20/2026	1225	12007620
Total 2207:					11,250.00	11,250.00				
2222	ACP Creativl	INV357816	ADA COMPLIANCE	12/18/2025	5,850.00	5,850.00	25657	01/20/2026	1225	01045360
		INV357825	ADA COMPLIANCE	12/18/2025	10,109.30	10,109.30	25657	01/20/2026	1225	01045360
Total 2222:					15,959.30	15,959.30				
2233	Nicor 06-00-8	December 20	1610 PLAINFIELD RD.	01/05/2026	2,194.10	2,194.10	25728	01/20/2026	1225	01105350
Total 2233:					2,194.10	2,194.10				
2246	Taquerias Sa	Winterfest 20	WINTERFEST TACO T	12/31/2025	1,000.00	1,000.00	25759	01/20/2026	1225	01108001
Total 2246:					1,000.00	1,000.00				
2247	Service Printi	36890	WINTER NEWSLETTE	12/17/2025	5,101.03	5,101.03	25751	01/20/2026	1225	01015321
Total 2247:					5,101.03	5,101.03				
2248	Urban SDK I	1934	URBAN SDK-SOFTWA	12/22/2025	18,100.00	18,100.00	25766	01/20/2026	1225	01035330
Total 2248:					18,100.00	18,100.00				
2249	Nightglow Pe	Regitstration	INCOMPLETE CONTR	12/23/2025	100.00	100.00	25736	01/20/2026	1225	01003210
Total 2249:					100.00	100.00				
2251	Illinois Valley	08-24457	WASTEWATER TRAINI	01/12/2026	302.50	302.50	25707	01/20/2026	1225	07075341
Total 2251:					302.50	302.50				
Grand Totals:					1,418,132.16	1,418,132.16				

## Report Criteria:

Detail report type printed

[Report].Check Issue Date = 12/25/2025,01/01/2026,01/20/2026



## City Council Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	January 19, 2026
<b>Submitter:</b>	Dan Ritter, AICP, Community and Economic Development Director Ron Mentzer, Community and Economic Development Consultant
<b>Department:</b>	Community Development
<b>Agenda Item:</b>	Resolution approving Fourth Amendment to Contract for Purchase of Real Estate (Former City Hall Property)

**Summary:** QuikTrip's (QT) Real Estate Manager has submitted the December 18, 2025, letter attached as Exhibit 1 to request City approval of a Fourth Amendment/extension to the real estate purchase and sale contract the City and QT have executed (the "Contract") for the former Crest Hill City Hall Property (the "Site") and reiterate QT's commitment to redevelop the Site with a new QuikTrip fueling center/convenience store and a yet to be secured commercial project (collectively the "Redevelopment Project"). The Contract is set to expire on February 3, 2026. The structure and financial details of the proposed Fourth Amendment are consistent with the previously approved contract amendments and include:

- A final extension period that would be the earlier of (i) ninety (90) days, or (ii) thirty (30) days from the City Council's approval of zoning variations for increased driveway widths; and
- An additional non-refundable payment of \$10,000 will be deposited into an escrow account. This payment would be applied to the purchase price if QT consummates its purchase of the Site or is released to the City if QT terminates the Contract.

The City Attorney has reviewed and approved the form and substance of the attached Fourth Amendment.

**Background:** On July 15, 2024, QT and the City executed a purchase and sale contract for the former Crest Hill City Hall property at 1610 Plainfield Road. On April 21, 2025, the City Council approved the First Amendment to this Contract to provide QT additional time for due diligence investigation work including securing clear feedback from IDOT regarding what type of driveway/vehicle access the Redevelopment Project would be permitted to have on Route 30/Plainfield Road. On August 4, the City Council approved a Second Amendment to the Contract to provide QT additional time to obtain IDOT review comments. At the very end of October 2025, IDOT finally issued its review comments and conditionally approved the right-in/right-out and full access driveways on Plainfield Road QT requires in order to move forward with the Redevelopment Project. Since obtaining this conditional approval, QT representatives, its consultants, and City staff have been coordinating on updating the design and application documents for the project and preparing for a February 12, 2026, Plan Commission public hearing on QT's zoning variation requests for increased driveway widths.



On November 3, 2025, the City Council approved the Third Amendment. The Third Amendment is set to expire on February 3, 2026, or ten days before the Plan Commission is tentatively scheduled to conduct a formal public hearing on the zoning variations (increased driveway width) required for the Redevelopment Project. The requested Fourth Amendment would allow QT to finalize its development plans for the Redevelopment Project, formally apply for zoning variations for increased driveway widths, and the City to take final action on these requests.

Community and Economic Development staff encourage the City Council to approve the Fourth Amendment as this will advance the City's goal to facilitate the redevelopment of the Site with new tax generating commercial businesses.

The City Council discussed the proposed Fourth Amendment at its January 12, 2026, Work Session Meeting where the majority of the City Council expressed support to approve it. The City Attorney has prepared the approval resolution included in the agenda packet backup materials to memorialize the City Council's approval of the Fourth Amendment.

**Recommended Council Action:** Approve a resolution authorizing the execution of a "Fourth Amendment to Contract for Purchase of Real Estate" by and between the City of Crest Hill and QuikTrip Corporation for the purchase of property located at 1610 Plainfield Road, Crest Hill, Illinois.

**Attachment:**

Resolution to approve and authorize the execution of a "Fourth Amendment to Contract for Purchase of Real Estate" by and between the City of Crest Hill and QuikTrip Corporation for the purchase of property located at 1610 Plainfield Road, Crest Hill, Illinois.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
“FOURTH AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE”  
DATED JULY 15, 2024 BY AND BETWEEN THE CITY OF CREST HILL AND  
QUIKTRIP CORPORATION FOR THE PURCHASE OF PROPERTY LOCATED AT  
1610 PLAINFIELD ROAD, CREST HILL, ILLINOIS.**

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**WHEREAS**, the City Council of Crest Hill, Will County, Illinois, has the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare; and

**WHEREAS**, the City Council desires to sell its property, commonly known as the old City Hall, located at 1610 Plainfield Road, Crest Hill, Illinois (the “Property”); and

**WHEREAS**, on April 15, 2024, the City Council passed Resolution No. 1216 declaring the Property surplus and authorizing City Staff to conduct the sale of the Property and to solicit offers; and

**WHEREAS**, QuikTrip Corporation (“QuikTrip”) submitted an acceptable offer subject to negotiation of a Contract with the City; and

**WHEREAS**, on July 15, 2024, the City Council passed Resolution #1246, which authorized the Mayor to execute on the City’s behalf a Purchase Agreement by and between the City and QuikTrip for the purchase price of One Million Six Hundred Fifty and 00/100 (\$1,650,000) Dollars and on the terms and conditions set forth in the Contract for Purchase of Real Estate (“Contract”) attached to Resolution #1246 which is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, QuikTrip is still in the process of performing its due diligence and zoning approvals pursuant to the Contract, including the exercise of three extension periods; and

**WHEREAS**, on April 21, 2025, the City Council passed Resolution #1299, which approved and authorized the Mayor to execute on the City’s behalf a “First Amendment To Contract For Purchase Of Real Estate” which extended the due diligence period for one (1) additional ninety (90) day period; and

**WHEREAS**, a copy of the “First Amendment To Contract For Purchase Of Real Estate” is attached hereto and incorporated herein as **Exhibit B**; and

**WHEREAS**, at the expiration of the First Amendment due diligence period expired and QuikTrip requested that the due diligence period be extended an additional 90 days and agreed to a Second Amendment To Contract For Purchase of Real Estate (“Second Amendment”), which was approved and passed by the City on August 4, 2025 by Resolution #1336 and which is attached hereto and incorporated herein as **Exhibit C**; and

**WHEREAS**, at the expiration of the Second Amendment due diligence period expired and QuikTrip requested that the due diligence period be extended an additional 90 days and agreed to a Third Amendment To Contract For Purchase of Real Estate (“Second Amendment”), which was approved and passed by the City on November 3, 2025 by Resolution #1356 and which is attached hereto and incorporated herein as **Exhibit D**; and

**WHEREAS**, QuikTrip has now received responses from the Illinois Department of Transportation (“IDOT”) as part of its due diligence, but requires certain zoning requests to be granted; and

**WHEREAS**, QuikTrip has requested that the City extend the due diligence period to be the earlier of (i) ninety (90) days, or (ii) thirty (30) days from the City Council’s approval of zoning variations for increased driveway widths and has agreed to the terms of a “Fourth Amendment To Contract For Purchase Of Real Estate (“Fourth Amendment”), a copy of which is attached hereto as **Exhibit E** and which has been prepared by the City Attorney and reviewed by City Staff; and

**WHEREAS**, the City Council has reviewed the Fourth Amendment and has determined that its terms are acceptable to the City; and

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City of Crest Hill to authorize and approve the execution of the Fourth Amendment with QuikTrip.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Crest Hill, Will County, Illinois, pursuant to its statutory authority, as follows:

**SECTION 1:** That the City Council hereby finds that all the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2:** The City Council hereby approves the Fourth Amendment To Contract For Purchase Of Real Estate attached hereto as **Exhibit E** and authorizes the Mayor to execute said Fourth Amendment and to do all things necessary to close the sale in accordance with the terms of the Contract and Fourth Amendment, including but not limited to execution of the deed and all closing documents necessary to complete the sale of the property to QuikTrip.

**SECTION 3.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 4.** All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

**SECTION 5.** This Resolution shall be in full force and effect from and after its passage and approval.

{Left Intentionally Blank}

PASSED THIS 19<sup>TH</sup> DAY OF JANUARY, 2026.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>TH</sup> DAY OF JANUARY, 2026.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

**EXHIBIT A**

**CONTRACT FOR PURCHASE OF REAL ESTATE  
(Purchaser: QuikTrip Corporation)**

Store #4452

**CONTRACT FOR PURCHASE OF REAL ESTATE**

THIS CONTRACT FOR PURCHASE OF REAL ESTATE ("Contract") is entered into between the CITY OF CREST HILL, an Illinois Municipal Corporation ("Seller"), and QUIKTRIP CORPORATION, an Oklahoma corporation, or assigns ("Buyer").

Upon execution of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist. The "Effective Date" hereof shall be the last date the Agreement is executed by the Parties. The terms and conditions of which shall be as follows:

1.1 **SALE:** Seller agrees to sell and convey to Buyer by special warranty deed (the "Deed") and Buyer agrees to purchase the following-described real estate (the "Property") located in the City of Crest Hill, Will County, Illinois, as described on Exhibit "A" and depicted on Exhibit "A-1" attached hereto, together with (i) all strips and gores of land lying adjacent to the Property which Seller owns, (ii) all rights, easements and appurtenances belonging and appertaining thereto which Seller owns, and (iii) all oil, gas and mineral rights associated with the Property, if any, which Seller owns, and (iv) all right, title and interest of Seller in and to any and all (a) roads, streets, alleys or public and private rights of way, bounding the Property and (b) any improvements thereon, if any, in their present condition. The exact size and legal description of the Property shall be determined by a survey, as provided in paragraph 4 hereof. Seller agrees to convey good and marketable title to the Property upon payment of the Purchase Price (as defined below).

1.2 **SELLER REPRESENTATION OF OWNERSHIP:** As of the date of the signing of this Contract by Seller, Seller expressly represents that the names and titles utilized herein to identify Seller, have fee simple ownership of the Property and have the ability to convey the Property to Buyer at Closing.

2 **PURCHASE PRICE:** The total purchase price is **One Million Six Hundred and Fifty Thousand and No/100 Dollars (\$1,650,000.00)** (the "Purchase Price") payable by Buyer as follows:

(a) Within **Ten (10)** business days of the receipt of Buyer's corporate approval pursuant to paragraph 3 hereof, **Twenty Thousand and No/100 Dollars (\$20,000.00)** shall be deposited as earnest money and part payment of the Purchase Price (the "Earnest Money Deposit"). The Earnest Money Deposit shall be held in a non- interest bearing account by **Fidelity National Title – National Commercial Services, 210 N. Clark, STE 220, Chicago, IL 60602, ATTN: Kimya Sarmadi the ("Escrow Agent")**.

(b) The balance of the Purchase Price, in full, shall be paid to Seller, in immediately available funds, upon delivery of the Deed at Closing (as defined below).

3. **CORPORATE APPROVAL:** This Contract is contingent upon Buyer obtaining, within fifteen (15) days after this Contract is executed by the Seller, approval from its corporate management for the purchase of the Property. If such approval is not obtained within this period, this Contract shall automatically terminate without any further action by either party and the Earnest Money Deposit deposited with the Title Company, if any, shall be returned to Buyer.

4. **SURVEY:** If a survey is available and in the possession of Seller, same shall be provided to Buyer within ten (10) days of the Effective Date hereof. During the Inspection Period (as defined below), Buyer shall cause a topographic and boundary survey, including a beer/wine survey if required to be prepared (the "Survey"). The Survey shall comply with the minimum standard detail requirements for land title surveys as adopted by ALTA/NSPS, and shall be sufficient and contain appropriate certificates to allow the title insurer to issue an ALTA extended coverage owner's title insurance policy. The Survey shall indicate the location of all improvements on the Property, if any. Buyer shall be solely responsible for the cost of the Survey.

5. **TITLE:** Seller, within sixty (60) days of the Effective Date of this Contract, shall obtain a commitment (the "Title Commitment") for a standard Owners Title Insurance Policy (Owner's Policy ALTA 6-17-06) (the "Title Policy") insuring Buyer in the amount of the Purchase Price as of the date of the recording of the Deed, subject only to reasonable utility easements and building restrictions of record, if any, which do not hinder Buyer's intended plans for the Property. Buyer shall have fifteen (15) days after having received both the Survey and the Title Commitment in which to have the Title Commitment and Survey examined and furnish Seller notice in writing of any objections to the title. In case of valid objections to the title, Seller shall have thirty (30) days or such additional time as may be agreed to in writing by Seller and Buyer to satisfy such objections. Buyer reserves the right to make further objections to any additional title matters arising between the effective date of the Title Commitment and the date of Closing, such additional objections to be satisfied by Seller before Closing. If such valid objections cannot be satisfied within the time specified in this paragraph, Buyer may elect to terminate this Contract by written notice to Seller, whereupon the Earnest Money Deposit and any Additional Earnest Money Deposits shall be returned to Buyer, Buyer shall return the Title Commitment to Seller, and this Contract shall be of no further force and effect. The cost of title insurance shall be the responsibility of Seller and shall be charged to Seller at Closing.

6. **TAXES AND PRORATIONS:**

(a) Seller shall pay in full:

- (i) all existing improvement liens or other assessments affecting the Property upon the date of Closing, whether such liens or assessments are then due and payable, bonded or otherwise due on one or more future dates;
- (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property upon the date of Closing; and
- (iii) the cost of any item of workmanship or material furnished on or prior to the date of Closing, including any utility charges, except those costs or utility charges incurred at the direction of Buyer.

(b) The following items shall be prorated between Seller and Buyer as of the date of Closing:

- (i) rents, if any; and

- (ii) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not then been fixed, the proration shall be based upon the rate of levy for the previous calendar year and adjusted upon receipt of actual bills.

7. **RISK OF LOSS:** Until Closing or transfer of possession, whichever occurs last, risk of loss to the Property shall be upon Seller.

8. **ENVIRONMENTAL INFORMATION:** Seller shall provide to Buyer copies of any and all reports, studies, investigations, or other documents relating to the environmental or geologic condition of the Property, including wetlands and/or floodplain, within ten (10) days after the Effective Date. Buyer acknowledges that such information is provided for informational purposes only and by doing so Seller makes no representations or warranties, whether expressed or implied, as to the accuracy or completeness of such information or the presence or absence of any hazardous substance or chemical or hydrocarbon product on or about the Property.

9. **ENVIRONMENTAL CONDITIONS:** If underground storage tanks, petroleum products or other environmental hazards or contamination (the "Environmental Conditions") are found on or in the Property, Seller may choose to either i) be responsible for all costs associated with the removal and remediation of the Environmental Conditions in full compliance with all federal, state and local laws, rules and regulations governing the Environmental Conditions or ii) to offer to allow Buyer to terminate this Agreement. If Seller offers to allow Buyer to terminate this Agreement, Buyer may elect to i) terminate this Agreement, or ii) agree to be solely responsible for the costs associated with Seller's removal and remediation of the Environmental Conditions. If Buyer elects to be responsible for Seller's costs associated with the removal and remediation of the Environmental Conditions, Seller hereby agrees to reasonably cooperate with Buyer and execute any necessary documents, applications, permits or other reports regarding the Environmental Conditions. The provisions of this paragraph shall survive Closing.

10. **INSPECTION PERIOD AND BUYER'S RIGHT TO TERMINATE:**

(a) Beginning on the Effective Date of this Contract and continuing for a period of **one hundred eighty (180)** days thereafter (the "Inspection Period"), unless such period is extended as provided in paragraph 11 hereof, Buyer and its agents, at Buyer's sole cost and expense, shall have the right to enter the Property to inspect the Property and perform and/or obtain any tests, surveys, studies and assessments, including, but not limited to, a Phase I and Phase II Environmental Assessment involving soil and ground water borings and/or excavations as determined necessary by Buyer. Seller acknowledges and agrees that there are numerous material contingencies to Buyer's acquisition of the Property, including, but not limited to, obtaining necessary governmental approvals and permits, curb cut authorizations, necessary access rights, zoning, availability of utilities, and Buyer's determination of the economic feasibility and general suitability of the Property for Buyer's proposed use. Seller agrees to reasonably cooperate with Buyer, at no cost or expense to Seller, regarding Buyer's inspection of the Property, including, but not limited to, executing any disposal manifests or other documents related to the environmental testing performed by Buyer.

(b) In the event Buyer determines in its sole and absolute discretion that the Property is not suitable for Buyer's intended use within the Inspection Period, as may be extended



as provided herein, Buyer may elect to terminate this Contract by written notice to Seller and the Escrow Agent. If this Contract is terminated, the Earnest Money Deposit shall be distributed pursuant to the provisions of paragraph 14, and neither party shall have any further obligations hereunder. All applications, including applications subsequently required by law or procedure shall be diligently pursued. Seller shall cooperate with Buyer in filing and pursuing governmental approvals as determined necessary by Buyer, provided such cooperation is at no cost or expense to Seller. It is understood that Buyer will be expending considerable time, effort and/or money in conducting the foregoing inspections, which shall constitute independent consideration to Seller for removing the Property from the market.

(c) Buyer shall promptly restore the Property to conditions substantially similar to the condition of the Property immediately prior to any inspection or testing performed by Buyer during the Inspection Period. Buyer agrees to defend, protect, indemnify and hold Seller harmless from and against any damages to the Property or for any and all liability, liens, claims, suits for personal injury, death, or damage to property resulting from or caused by the activities of Buyer's agents, employees, licensees, and contractors on the Property; provided, however, that Buyer shall not be required to indemnify Seller for and Seller shall hold Buyer harmless from any liability or damages arising from the discovery of any existing Environmental Matters on the Property, including any diminution in value of the Property or costs of remediation. This indemnification shall survive Closing or termination of this Contract. Without limiting the foregoing, it shall be a condition of entry by Buyer, its employees and agents or contractors that Buyer shall have furnished Seller with a Certificate of General Liability Insurance in an amount not less than \$2,000,000, single limit which shall insure against claims and demands for damages to property or injury to persons arising out of or related to such entry on the Property, shall name Seller as an additional insured thereunder and shall otherwise be in a commercially reasonable form.

11. **INSPECTION PERIOD EXTENSION:** In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial Inspection Period, Buyer may extend the Inspection Period for up to two (2) additional forty-five (45) day periods with the payment of **Five Thousand and No/100 Dollars (\$5,000.00)**, per month (each, an "Additional Earnest Money Deposit"). Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller's default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller.

12. **ROAD IMPROVEMENTS:** In the event that road improvements are required in front of the Property or any property belonging to Seller that is contiguous to the Property by the appropriate governmental entity, for whatever reason, Buyer, at Buyer's expense, shall construct all road improvements required by the appropriate governmental entity.

13. **EASEMENTS:** Seller and Buyer agree to execute slope, ingress/egress, sanitary/storm sewer, septic drainfield, sign and temporary construction easements, any permits, licenses or other documents necessary or required for Buyer's proposed development of the Property.

14. **TERMINATION:** In the event Buyer terminates this Contract for any reason provided herein, the Escrow Agent shall immediately release to Seller One Hundred and No/100

Dollars (\$100.00) of the Earnest Money Deposit, as well as any Additional Earnest Money Deposits paid pursuant to paragraph 11 hereof, as full consideration for this Contract and the granting of this right of termination. The balance of the Earnest Money Deposit shall be immediately returned to Buyer, whereupon no party hereto shall have any further right, duties, claims or liabilities hereunder.

15. **SPECIAL CONDITIONS:** Buyer agrees it will use commercially reasonable efforts to (i) raze the existing building and structure(s) on the Property within eighteen (18) months from the Closing Date and (ii) complete IEPA required environmental remediation activities on the Property and obtain IEPA required NFR letters for non-residential uses within twenty-four (24) months from the Closing Date. At Closing, Buyer will provide a letter of credit, or other financial assurance acceptable to the Seller, in an amount equal to the estimated cost to complete the demolition, remediation, and NFR obligations.

16. **SURPLUS LAND AND USE RESTRICTION:**

- (a) Buyer acknowledges that Seller's expectations for the Surplus Land are for the development of a multi-tenant commercial building(s) with quality retailer(s), restaurant user(s) and/or quality free-standing sit-down restaurants or QSR(s).
- (b) At Closing, the Deed conveying the Property shall contain a separate restrictive covenant restricting the use of the Property from any of the uses listed on Exhibit B attached hereto and made a part hereof.

17. **SELLER'S REPRESENTATIONS:** Seller's representations are as follows:

- (a) There are no contracts or other obligations outstanding for the sale, exchange, or transfer of all or any part of the Property.
- (b) There are no sites of historical or archaeological importance on the Property, which in any way would impede, curtail, limit, or restrict the development of the Property.
- (c) Seller shall not at any time prior to Closing grant to any person an interest in the Property.
- (d) Seller is in full compliance with all applicable laws, regulations, and government guidance relating to the prevention and detection of money laundering violations or terrorist activities or threats. Seller represents and warrants to, and covenants with Buyer that, as of the Effective Date of this Contract and the date of Closing, neither Seller nor any affiliate of Seller, including any person or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with such person or entity or is a director or officer of such person or entity, or of an affiliate of such person or entity, is or shall be (i) listed on the Specially Designated Nationals or

Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, or any other similar lists maintained by OFAC or any other governmental authority pursuant to any authorizing statute, Executive Order or regulation; or (ii) a Person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation, or any other similar Executive Orders.

18. **CLOSING:** The closing of this Contract ("Closing") shall take place at the offices of the Escrow Agent within thirty (30) days after the expiration of the Inspection Period, as may be extended pursuant to paragraph 11 or satisfaction of all contingencies hereto, as determined in Buyer's sole discretion, whichever occurs first.

19. **CLOSING — SELLER'S DELIVERIES:** At Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, each of the following:

- (a) The Deed, duly executed and acknowledged by Seller.
- (b) The FIRPTA Certificate, duly executed and acknowledged by Seller.
- (c) The final revised Title Policy in the form specified in paragraph 5 hereof.
- (d) All additional documents and instruments as in the mutual and reasonable opinion of Seller's and Buyer's counsel and the Escrow Agent, are reasonably necessary for the proper consummation of this transaction.
- (e) A certificate stating that the representation and warranty contained in paragraph 17(d) is true and correct as of, and through, the Closing.

20. **CLOSING — BUYER'S DELIVERIES:** At the Closing, Buyer, at Buyer's sole cost and expense, shall deliver to Seller the following:

- (a) The Purchase Price in the amount and manner required by paragraph 2 hereof.
- (b) All additional documents and instruments as in the mutual and reasonable opinion of Seller's and Buyer's counsel and the Escrow Agent, are reasonably necessary for the proper consummation of this transaction.

21. **POSSESSION:** Seller shall vacate and cause all other persons to vacate the Property, and shall deliver tenant-free possession of the Property to Buyer at Closing.

22. **BREACH OR FAILURE TO CLOSE:** If, after Seller has performed Seller's obligations under this Contract, and if within five (5) days after the date specified for Closing under paragraph 19, Buyer fails to make the payments under this Contract, without reasonable cause or extension, then the Earnest Money Deposit and any Additional Earnest Money Deposit shall be paid to Seller as liquidated damages for the breach of the Contract by Buyer, as Seller's sole remedy. Seller and Buyer agree that such amount is a reasonable amount for liquidated

damages and that it would be impractical and extremely difficult to determine actual damages. If Buyer shall perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform all of the obligations of Seller hereunder, then Buyer shall be entitled to either (i) cancel and terminate this Contract, and receive a full refund of the Earnest Money Deposit and any Additional Earnest Money Deposits or (ii) pursue specific performance. Buyer and Seller may mutually agree, in writing, to terminate this Contract. If so, Buyer shall receive a full refund of the Earnest Money Deposit and any Additional Earnest Money Deposits.

23. NOTICES: All notices required under this Contract shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; (iv) e-mail with read receipt requested; or (v) personal delivery, and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record, in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt, or in the case of e-mail on the date of transmission as shown on the system time for the transmitting party. Provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day. All notices shall be addressed as follows, unless otherwise specified in writing:

**SELLER:**

Name: City of Crest Hill  
 Address: 20600 City Center Boulevard  
 Crest Hill, Illinois 60403  
 Attn: Mayor Raymond R. Soliman  
 Fax: 815-741-5100  
 E-Mail: rsoliman@cityofcresthill.com

with a copy to:

Spesia & Taylor  
 1415 Black Road  
 Joliet, Illinois 60435  
 Attn: Christian G. Spesia  
 Fax: 815-726-6828  
 E-Mail: cspesia@spesia-taylor.com

**BUYER:**

QuikTrip Corporation  
 4705 South 129<sup>th</sup> East Avenue  
 Tulsa, Oklahoma 74134  
 Attn: Michael Z Ward, Division Real Estate Manager  
 Fax: (918) 615-7441  
 E-Mail: mward@quiktrip.com

with a copy to:

QuikTrip Corporation

50 S. Main St, STE 200  
 Naperville, IL 60540  
 Attn: Charlie Tarwater, Real Estate Manager  
 Fax : (918) 760-3070  
 E-Mail: ctarwate@quiktrip.com

with a copy to:

QuikTrip Corporation  
 4705 South 129<sup>th</sup> East Avenue  
 Tulsa, Oklahoma 74134  
 Attn: General Counsel  
 Fax: (918) 994-3594  
 E-Mail: legalnotice@quiktrip.com

24. **BROKER:** Buyer and Seller acknowledge there are no brokers involved in this transaction other than Mike Wesley and Matt Smetana of Edgemark who shall be paid a commission by Seller at Closing pursuant to separate agreement. Except for the foregoing, Seller and Buyer shall indemnify and hold each other harmless from any and all claims, liabilities, damages or expenses, including attorneys' fees and court costs, resulting from claims by any other broker, finder, agent or salesperson arising from the sale of the Property pursuant to this Contract. This indemnity shall survive the Closing.

25. **ASSIGNMENT:** Buyer shall not assign this Contract except to an affiliate of Buyer. For purposes of this Contract, an "affiliate" means, with respect to Buyer, any person or entity directly or indirectly controlling, controlled by, or under common control with Buyer. For purposes of this definition, the terms "controls", "is controlled by", and/or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of persons or entities, whether through the ownership of owning securities, by Agreement or otherwise.

26. **LEGAL FEES:** If either Buyer or Seller brings any action or suit against the other for any matter relating to or arising out of this Contract then the prevailing party in such action, suit or proceeding, whether by final judgment or out of court settlement, shall be entitled to recover from the other party all costs and expenses of suit, including actual reasonable attorneys' fees.

27. **EFFECT:** This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer.

28. **ENTIRETY:** This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents.

29. **AMENDMENT:** This Contract can only be amended or modified by a written agreement signed by Seller and Buyer.

31. **CONFIDENTIALITY:** Seller and Buyer agree to keep any and all financial information disclosed by Buyer to Seller confidential and not to make any public announcement or disclosure or provide any third party any information or facts related to such information.

without the written consent of the Buyer. The Seller's Confidentiality obligation pursuant to this Paragraph is subject to all obligations to comply with the requirements of the Illinois Freedom of Information Act. The provisions of this paragraph shall survive Closing.

32. **GOVERNING LAW, JURISDICTION AND VENUE:** This Contract shall be governed by, and construed and interpreted under, the laws and judicial decisions of the State of Illinois. The Parties, to the fullest extent permitted by law, hereby knowingly, willingly, intentionally, and voluntarily submit to the exclusive personal and subject matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois. As such, the Parties hereby waive and forfeit their right to challenge jurisdiction and venue over any such dispute in said court, including but not limited to their ability to file motions to dismiss on jurisdictional grounds, to file motions for any change of venue, including but not limited to a motion *forum non conveniens*, and to file any motion seeking removal to federal court.

33. **COUNTERPARTS:** This Contract and any amendment thereto may be executed in any number of counterparts, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Buyer and Seller shall bind Buyer and Seller as if they had each executed the same counterpart. Further, the parties agree that this Contract may be signed by electronic signature. The parties further agree that the electronic signatures appearing on this Contract shall be treated, for purposes of validity, enforceability, authentication, and admissibility, the same as hand-written signatures.

34. **TIME OF ESSENCE:** This Contract shall be null and void unless signed by Seller and delivered to Buyer on or before 5:00 P.M., July 27, 2024. Time is of the essence of this Contract and Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day. Initials R.S.

35. **CITY MONUMENT SIGN EASEMENT:** Prior to the end of the Inspection Period, Seller and Buyer shall agree upon the terms of a sign easement (the "Easement") to accommodate the Seller's future construction of a Primary "City of Crest Hill City of Neighbors" masonry monument sign (the "Sign"). The Sign shall be similar in design to the Primary Sign Redesign details illustrated on Exhibit C or an alternate design mutually agreed upon by Seller and Buyer. At Closing, the Easement shall be dedicated to or reserved by Seller in a portion of southeast corner of the Property. The precise size and location of the Easement to be agreed upon by Buyer and Seller prior to the end of the Inspection Period and shall minimize site impacts on the business operations to be conducted on the Property, including the surplus portion. The Sign shall not to exceed six (6) feet, six (6) inches in height or 13'-8" in length.

36. **COORDINATED SITE REDEVELOPMENT PLAN:** No later than two (2) years from Closing, Buyer agrees to commence the process of rough grading the Property, constructing interior access roads allowing each development pad on the Property to access all three existing driveways, and grant easements for the benefit of the remaining parcels for access and utilities.

Furthermore, Buyer agrees the planned QuikTrip Gas Station gasoline pump island improvements will be located either along the Plainfield Road frontage of the Property, west of the planned convenience store building, or in another location mutually agreed upon by the Seller and Buyer that would minimize the impact these improvements will have on the existing residential development to the east.

**37. IMPROVEMENT AND MAINTENANCE OF STATE OWNED RIGHT OF WAY:**

Subject to the consent and approval of the Illinois Department of Transportation, Buyer agrees to maintain the vegetation on the unimproved section of State right-of-way located adjacent to the southeast corner of the Property and at the northwest corner of Knapp Street and Theodore Street consistent with the landscape improvements and maintenance performed by Buyer on the Property it intends to develop as a QuikTrip gas station and convenience mart; provided, if IDOT or the land owner does not consent to such activity, Buyer shall not be obligated to perform such improvement or maintenance.

**(signature pages to follow)**

APPROVED BY SELLER: This 15<sup>th</sup> day of JULY, 2024.

CITY OF CREST HILL

By: Raymond R. Soliman  
Raymond R. Soliman  
Mayor

APPROVED BY BUYER: This 3<sup>rd</sup> day of July, 2024.

QUIKTRIP CORPORATION

By: Charlie Tarwater  
Charlie Tarwater  
Real Estate Manager

BUYER'S CONTRACT REVIEW:  
QuikTrip Corporation

By: Matt Christensen  
Matt Christensen  
Corporate Counsel

Dated: July 3, 2024

BUYER'S CORPORATE APPROVAL:  
QuikTrip Corporation

By: Michael Z. Ward  
Michael Z. Ward  
Division Real Estate Manager  
Regional Director of Real Estate

Dated: 7/3/2024

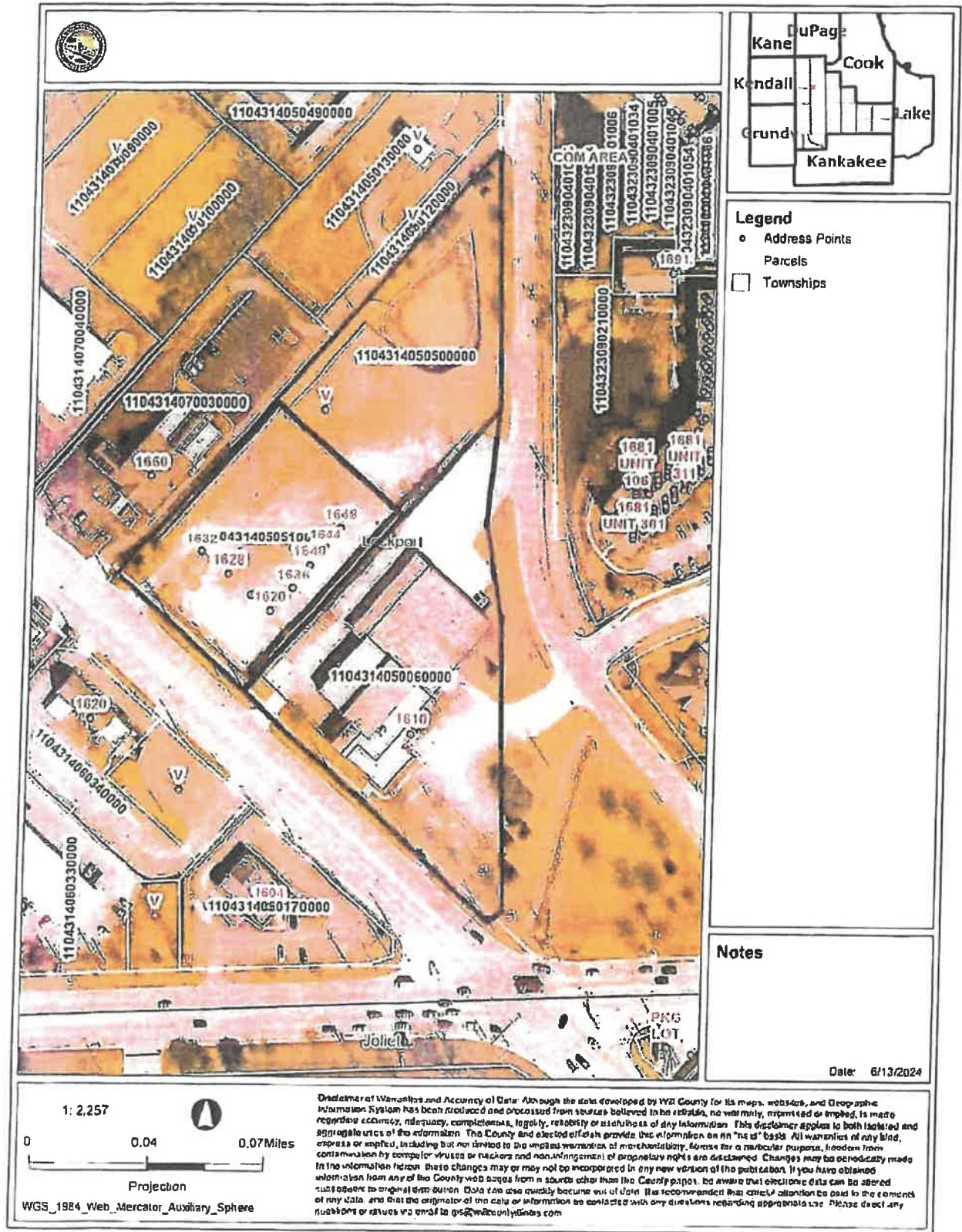


**EXHIBIT "A"**  
**Property Description**

Approximately 244,807 +/- square feet of land located at the northeast corner of the existing Plainfield Rd (SR 30) right-of-way and Theodore St (SR 7) in the City of Crest Hill, Will County, Illinois. Exact legal description to be determined by survey.

A depiction of the Property is set forth on Exhibit "A-1".

**EXHIBIT "A-1"**  
**GIS Depiction**

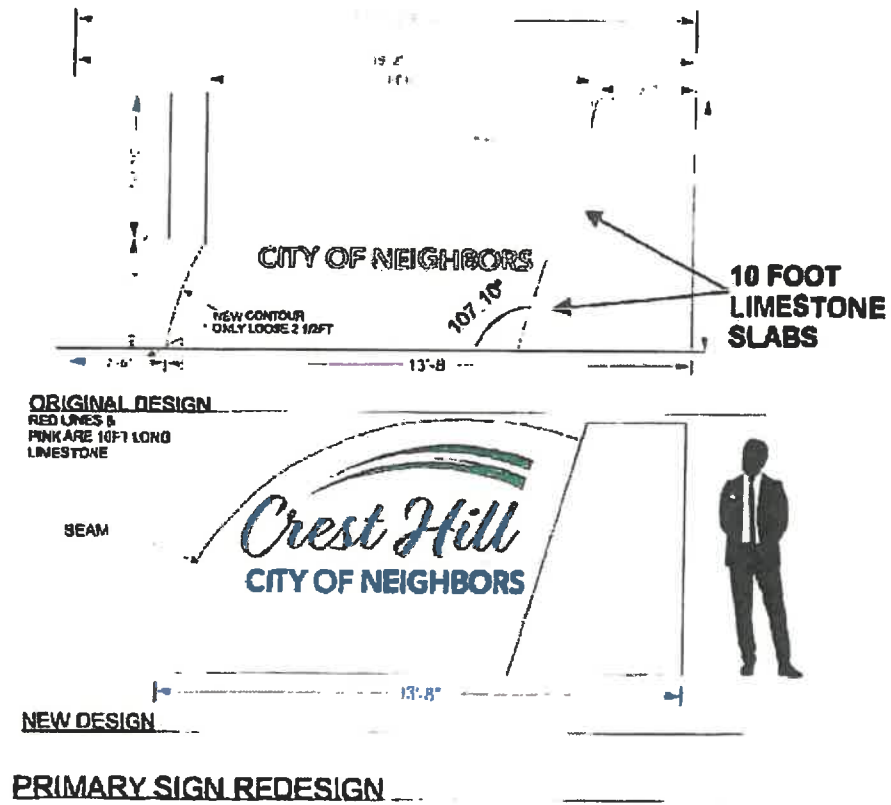


**EXHIBIT "B"**  
**Restricted Uses**

The following uses shall be prohibited or limited on the Property as set forth below:

- a. Large Equipment/Machinery, Boats, Trucks, Campers, RV, Sales/Rental
- b. Large Equipment/Machinery, Boats, Trucks, Campers, RV, Service
- c. Animal Shelter/Kennel
- d. Automobile Body Repairing/Painting Services and Automobile Diagnostic/Service Centers
- e. Automobile Laundry (Car Wash)
- f. Automobile Rental Agency
- g. Automobile Sales and or Leasing/Service; new and used
- h. Car Title Loans
- i. Pawn Shop
- j. Second Hand Shops/Rummage Shops
- k. Pay Day Loans
- l. Freestanding Tobacco, Cigar/Cigarette Shop
- m. Self Service Storage Facility
- n. Ambulance Service
- o. Taxicab, Chauffeur/Limousine Service
- p. Freestanding Package Liquor store
- q. Dry cleaning/pressing establishment
- r. Laundromat
- s. Resale dealer
- t. Daycare center/nursery school
- u. Not-for-profit or charitable organizations
- v. Video Gaming shall be allowed when limited to a Licensed "Truck Stop" Establishment per Chapter 5.77 of the City Code
- w. Limited to one (1) hair salon
- x. Limited to one (1) barber shop
- y. Limited to one (1) nail salon

Exhibit "C"  
Primary City Sign Design Examples



**EXHIBIT B**

**FIRST AMENDMENT TO CONTRACT FOR  
PURCHASE OF REAL ESTATE  
(Purchaser: QuikTrip Corporation)**

*CSpesia rev 04/10/25 and RMentzer rev. 04/10/25*

**FIRST AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE**

This First Amendment to Contract for Purchase of Real Estate (this “Amendment”) is entered into effective the date it is last executed, between the **City of Crest Hill, an Illinois Municipal Corporation** (“Seller”), and **QuikTrip Corporation, an Oklahoma corporation**, or assigns (“Buyer”). Seller entered into a Commercial Real Estate Sale Contract with Buyer effective the 15th day of July, 2024 (the “Contract”). The parties now desire to amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Paragraph 11 of the Contract is hereby deleted in its entirety and replaced with the following:

“In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial 180 days of the Inspection Period, Buyer may extend the Inspection Period for up to **two (2)** additional forty-five (45) day periods with the payment of Five Thousand and No/100 Dollars (\$5,000.00), per extension, and **one (1)** additional ninety (90) day period, with the payment of **Ten Thousand and No/100 Dollars (\$10,000.00)** (each payment for the extensions shall be an “Additional Earnest Money Deposit” and collectively referred to as the “Additional Earnest Money Deposits). Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller’s default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller.”

2. The following language is hereby added to the end of paragraph 15 of the Contract:

“Buyer and Seller acknowledge that Seller may require access restrictions and/or traffic calming measures along the Knapp Street corridor as part of Seller’s approval of Buyer’s permit applications for Buyer’s proposed development of the Property. Buyer and Seller acknowledge that a condition precedent to Buyer for Closing of this Contract is that Buyer must obtain approval from the Illinois Department of Transportation (“IDOT”) for a full access driveway on Plainfield Road which services the Property (the “Full Access Approval”). In the event the Full Access Approval is not granted to Buyer prior to the expiration of the Inspection Period, as may be extended, and Buyer elects to terminate this Contract, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit and the Additional Earnest Money Deposits as full consideration of this Contract and the remainder of the Earnest Money Deposit shall be returned to Buyer, whereupon no party shall have any further right, duties, claims or liabilities hereunder.”

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Any signature delivered by a party hereto by facsimile transmission or by electronic mail in a portable document format shall be deemed an original signature hereto, and the parties hereby agree to accept and rely upon any such document sent by facsimile transmission or by electronic mail as if same bore original signatures.
4. All capitalized terms used in this Amendment, unless defined herein, have the same meanings given to them in the Contract. In the event of a conflict between the terms of the Contract and this Amendment, the terms of the Amendment shall prevail.
5. **Buyer and Seller acknowledge and agree this paragraph is for informational purposes only and creates no obligations on Buyer or Seller. Buyer and Seller intend to allow Buyer the right to extend the Inspection Period for additional time to conduct its inspections and evaluations of the Property. Buyer shall continue to have all rights provided for in the Contract during the Inspection Period, including the right to terminate if Buyer determines in its sole and absolute discretion that the Property is not suitable for its intended use. Buyer intends, but shall not be obligated, to (i) continue communications with IDOT and Seller's Planning and Development Staff regarding curb cuts and access to the Property, (ii) pursue a variance through the Seller's authority having approval rights, and (iii) finalize and submit updated elevation renderings of Buyer's Development to the Seller's planning and development staff for review and approval. Seller agrees that if necessary, Seller will be a co-applicant on any permits submitted to IDOT for curb cuts and access to the Property, all at no cost to Seller. Buyer submitted its second round of development plans for Buyer's Development to the Seller's authority having approval rights on 2/28/2025 for Seller's planning and development staff's review. Buyer is currently working on providing Seller with updated renderings and elevations for Buyer's Development, which Buyer intends to consist of Buyer's newest prototype. Buyer intends to deliver such elevations and renderings to Seller by early May 2025.**

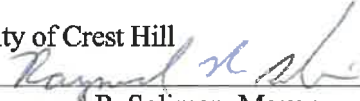
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In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This 5 day of May, 2025.

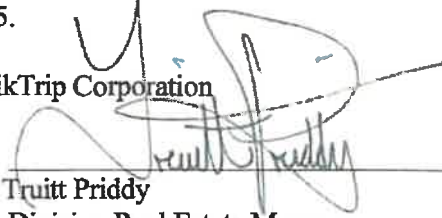
City of Crest Hill

  
Raymond R. Soliman, Mayor

APPROVED BY BUYER: This 2nd day of May, 2025.

QuikTrip Corporation

By:

  
Truitt Priddy  
Division Real Estate Manager

**EXHIBIT C**

**SECOND AMENDMENT TO CONTRACT FOR  
PURCHASE OF REAL ESTATE  
(Purchaser: QuikTrip Corporation)**

## SECOND AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE

This Second Amendment to Contract for Purchase of Real Estate (this "Amendment") is entered into effective the date it is last executed, between the **City of Crest Hill, an Illinois Municipal Corporation** ("Seller"), and **QuikTrip Corporation, an Oklahoma corporation**, or assigns ("Buyer"). Seller entered into a Commercial Real Estate Sale Contract with Buyer effective the 15th day of July, 2024, as previously amended on April 21, 2025 (the "Contract"). The parties now desire to further amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Paragraph 11 of the Contract is hereby deleted in its entirety and replaced with the following:

"In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial 180 days of the Inspection Period, Buyer may extend the Inspection Period for up to **two (2)** additional forty-five (45) day periods with the payment of Five Thousand and No/100 Dollars (\$5,000.00), per extension, and two **(2)** additional ninety (90) day periods, with the payment of **Ten Thousand and No/100 Dollars (\$10,000.00)** per extension (each payment for the extensions shall be an "Additional Earnest Money Deposit" and collectively referred to as the "Additional Earnest Money Deposits). Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller's default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller."

2. The following language is hereby added to the end of paragraph 15 of the Contract:

"Buyer and Seller acknowledge that Seller may require access restrictions and/or traffic calming measures along the Knapp Street corridor as part of Seller's approval of Buyer's permit applications for Buyer's proposed development of the Property. Buyer and Seller acknowledge that a condition precedent to Buyer for Closing of this Contract is that Buyer must obtain approval from the Illinois Department of Transportation ("IDOT") for a full access driveway on Plainfield Road which services the Property (the "Full Access Approval"). In the event the Full Access Approval is not granted to Buyer prior to the expiration of the Inspection Period, as may be extended, and Buyer elects to terminate this Contract, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit and the Additional Earnest Money Deposits as full consideration of this Contract and the remainder of the Earnest Money Deposit shall be returned to Buyer, whereupon no party shall have any further right, duties, claims or liabilities hereunder."

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same

instrument. Any signature delivered by a party hereto by facsimile transmission or by electronic mail in a portable document format shall be deemed an original signature hereto, and the parties hereby agree to accept and rely upon any such document sent by facsimile transmission or by electronic mail as if same bore original signatures.

4. All capitalized terms used in this Amendment, unless defined herein, have the same meanings given to them in the Contract. In the event of a conflict between the terms of the Contract and this Amendment, the terms of the Amendment shall prevail.
5. **Buyer and Seller acknowledge and agree this paragraph is for informational purposes only and creates no obligations on Buyer or Seller. Buyer and Seller intend to allow Buyer the right to extend the Inspection Period for additional time to conduct its inspections and evaluations of the Property. Buyer shall continue to have all rights provided for in the Contract during the Inspection Period, including the right to terminate if Buyer determines in its sole and absolute discretion that the Property is not suitable for its intended use. Buyer intends, but shall not be obligated, to (i) continue communications with IDOT and Seller's Planning and Development Staff regarding curb cuts and access to the Property, (ii) pursue a variance through the Seller's authority having approval rights, and (iii) finalize and submit updated elevation renderings of Buyer's Development to the Seller's planning and development staff for review and approval. Seller agrees that if necessary, Seller will be a co-applicant on any permits submitted to IDOT for curb cuts and access to the Property, all at no cost to Seller. Buyer submitted its second round of development plans for Buyer's Development to the Seller's authority having approval rights on 2/28/2025 for Seller's planning and development staff's review. Buyer is currently working on providing Seller with updated renderings and elevations for Buyer's Development, which Buyer intends to consist of Buyer's newest prototype. Buyer intends to deliver such elevations and renderings to Seller by early August 2025.**


(The remainder of this page is intentionally left blank. Signature page follows.)

In all other respects, the Contract is hereby ratified and confirmed.

In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This 4 day of August, 2025.

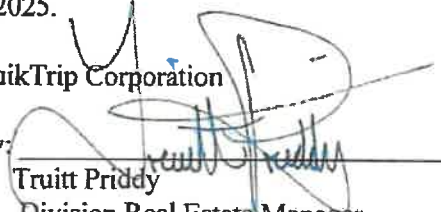
City of Crest Hill

  
Raymond R. Soliman, Mayor

APPROVED BY BUYER: This 4th day of August, 2025.

QuikTrip Corporation

By:

  
Truitt Priddy  
Division Real Estate Manager

**EXHIBIT D**  
**THIRD AMENDMENT TO CONTRACT FOR**  
**PURCHASE OF REAL ESTATE**  
**(PURCHASER: QuikTrip Corporation)**

### THIRD AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE

This Third Amendment to Contract for Purchase of Real Estate (this "Amendment") is entered into effective the date it is last executed, between the **City of Crest Hill, an Illinois Municipal Corporation** ("Seller"), and **QuikTrip Corporation, an Oklahoma corporation**, or assigns ("Buyer"). Seller entered into a Commercial Real Estate Sale Contract with Buyer effective the 15th day of July, 2024, as previously amended on April 21, 2025, and August 4, 2025. (the "Contract"). The parties now desire to further amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Paragraph 11 of the Contract is hereby deleted in its entirety and replaced with the following:

"In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial 180 days of the Inspection Period, Buyer may extend the Inspection Period for up to **two (2)** additional forty-five (45) day periods with the payment of Five Thousand and No/100 Dollars (\$5,000.00), per extension, and three **(3)** additional ninety (90) day periods, with the payment of **Ten Thousand and No/100 Dollars (\$10,000.00)** per extension (each payment for the extensions shall be an "Additional Earnest Money Deposit" and collectively referred to as the "Additional Earnest Money Deposits). Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller's default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller."

2. The following language is hereby added to the end of paragraph 15 of the Contract:

"Buyer and Seller acknowledge that Seller may require access restrictions and/or traffic calming measures along the Knapp Street corridor as part of Seller's approval of Buyer's permit applications for Buyer's proposed development of the Property. Buyer and Seller acknowledge that a condition precedent to Buyer for Closing of this Contract is that Buyer must obtain approval from the Illinois Department of Transportation ("IDOT") for a full access driveway on Plainfield Road which services the Property (the "Full Access Approval"). In the event the Full Access Approval is not granted to Buyer prior to the expiration of the Inspection Period, as may be extended, and Buyer elects to terminate this Contract, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit and the Additional Earnest Money Deposits as full consideration of this Contract and the remainder of the Earnest Money Deposit shall be returned to Buyer, whereupon no party shall have any further right, duties, claims or liabilities hereunder."

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Any signature delivered by a party hereto by facsimile transmission or by electronic mail in a portable document format shall be deemed an original signature hereto, and the parties hereby agree to accept and rely upon any such document sent by facsimile transmission or by electronic mail as if same bore original signatures.
4. All capitalized terms used in this Amendment, unless defined herein, have the same meanings given to them in the Contract. In the event of a conflict between the terms of the Contract and this Amendment, the terms of the Amendment shall prevail.
5. **Buyer and Seller acknowledge and agree this paragraph is for informational purposes only and creates no obligations on Buyer or Seller. Buyer and Seller intend to allow Buyer the right to extend the Inspection Period for additional time to conduct its inspections and evaluations of the Property. Buyer shall continue to have all rights provided for in the Contract during the Inspection Period, including the right to terminate if Buyer determines in its sole and absolute discretion that the Property is not suitable for its intended use. Buyer intends, but shall not be obligated, to (i) continue communications with IDOT and Seller's Planning and Development Staff regarding curb cuts and access to the Property, (ii) pursue a variance through the Seller's authority having approval rights, and (iii) finalize and submit updated elevation renderings of Buyer's Development to the Seller's planning and development staff for review and approval. Seller agrees that if necessary, Seller will be a co-applicant on any permits submitted to IDOT for curb cuts and access to the Property, all at no cost to Seller. Buyer submitted its second round of development plans for Buyer's Development to the Seller's authority having approval rights on 2/28/2025 for Seller's planning and development staff's review. Buyer is currently working on providing Seller with updated renderings and elevations for Buyer's Development, which Buyer intends to consist of Buyer's newest prototype. Buyer intends to deliver such elevations and renderings to Seller by early August 2025.**

(The remainder of this page is intentionally left blank. Signature page follows.)



In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This 3 day of November, 2025.

City of Crest Hill

  
Raymond R. Soliman, Mayor

APPROVED BY BUYER: This 3rd day of November, 2025.

QuikTrip Corporation

By:   
Truitt Priddy  
Division Real Estate Manager

## **EXHIBIT E**

### **FOURTH AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE (Purchaser: QuikTrip Corporation)**

#### FOURTH AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE

This Fourth Amendment to Contract for Purchase of Real Estate (this “Amendment”) is entered into effective the date it is last executed, between the **City of Crest Hill, an Illinois Municipal Corporation** (“Seller”), and **QuikTrip Corporation, an Oklahoma corporation**, or assigns (“Buyer”). Seller entered into a Commercial Real Estate Sale Contract with Buyer effective the 15th day of July, 2024, as previously amended on April 21, 2025, August 4, 2025, and November 3<sup>rd</sup>, 2025. (the “Contract”). The parties now desire to further amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Paragraph 11 of the Contract is hereby deleted in its entirety and replaced with the following:

“In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial 180 days of the Inspection Period, Buyer may extend the Inspection Period for up to two (2) additional forty-five (45) day periods with the payment of Five Thousand and No/100 Dollars (\$5,000.00), per extension, three (3) additional ninety (90) day with the payment of Ten Thousand and No/100 Dollars (\$10,000.00), per extension, and one (1) final extension period (the “Final Extension Period”) with the payment of Ten Thousand and No/100 Dollars (\$10,000.00), which shall be the earlier of (i) ninety (90) days, or (ii) thirty (30) days from the City Council’s approval of the Special Development Approvals (as defined in paragraph 15 below). Each payment for the extensions shall be an “Additional Earnest Money Deposit” and collectively referred to as the “Additional Earnest Money Deposits. Additional Earnest Money Deposits shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing but shall be non-refundable if the Contract is terminated for any reason other than Seller’s default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller.”

2. The following revised language is hereby added to the end of paragraph 15 of the Contract:

“Buyer and Seller acknowledge that Seller may require access restrictions and/or traffic calming measures along the Knapp Street corridor as part of Seller’s approval of Buyer’s permit and zoning related applications for Buyer’s proposed development of the Property. Buyer and Seller acknowledge that a condition precedent to Buyer for Closing of this Contract is that Buyer must obtain Seller’s approval of variations from specific provisions of the City’s zoning and sign regulations, including but not limited to, driveway width and off-site monument signage restrictions (the “Special Development Approvals). Buyer shall submit the application for the Special Development Approvals to the City prior to January 20, 2026. In the event the Special Development Approvals are not granted to Buyer prior to the expiration of the Final Extension Period, and Buyer elects to terminate this Contract, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit and the Additional Earnest Money Deposits as full consideration of this Contract and the remainder of the Earnest Money Deposit shall be returned to Buyer, whereupon no party shall have any further right, duties, claims or liabilities hereunder.”

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Any signature delivered by a party hereto by facsimile transmission or by electronic mail in a portable document format shall be deemed an original signature hereto, and the parties hereby agree to accept and rely upon any such document sent by facsimile transmission or by electronic mail as if same bore original signatures.
4. All capitalized terms used in this Amendment, unless defined herein, have the same meanings given to them in the Contract. In the event of a conflict between the terms of the Contract and this Amendment, the terms of the Amendment shall prevail.
5. Buyer and Seller acknowledge and agree this paragraph is for informational purposes only and creates no obligations on Buyer or Seller. Buyer and Seller intend to allow Buyer the right to extend the Inspection Period for additional time to conduct its inspections and evaluations of the Property. Buyer shall continue to have all rights provided for in the Contract during the Inspection Period, including the right to terminate if Buyer determines in its sole and absolute discretion that the Property is not suitable for its intended use. Buyer intends, but shall not be obligated, to (i) continue communications with IDOT and Seller's Planning and Development Staff regarding permits for curb cuts and access to the Property and (ii) seek approval of variations from specific provision of the City's Zoning and Sign Ordinance regulations.

(The remainder of this page is intentionally left blank. Signature page follows.)

In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This \_\_\_\_\_ day of January, 2026.

City of Crest Hill

\_\_\_\_\_  
Raymond R. Soliman, Mayor

APPROVED BY BUYER: This \_\_\_\_\_ day of January, 2026.

QuikTrip Corporation

By: \_\_\_\_\_

Truitt Priddy

Division Real Estate Manager