



City Council Work Session

Crest Hill, IL

September 26, 2022

7:00 PM

Council Chambers

1610 Plainfield Road, Crest Hill, IL 60403

Agenda

- [1.](#) Liquor License Approval - 20631 Renwick Road
- [2.](#) Digital Advertising Draft Lease Agreement and Sign Ordinance Discussion
- [3.](#) Discussion of Amendments to Chapter 2.22 (City Administrator)
4. Public Comments
5. Mayor's Updates
6. Committee/Liaison Updates
7. City Administrator Updates

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: September 12, 2022
Submitter: Raymond R. Soliman
Department: Mayor's Office
Agenda Item: Liquor License Approval-20631 Renwick Road

Summary: A Class H restaurant liquor license has been approved for Crusade Burger Bar, 20631 Renwick Road. Rafael and Jessica Gomez will be present for a meet & greet of the City Council and to answer any questions that you may have. All license requirements must be completed before the restaurant may open.

Recommended Council Action:

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:



Agenda Memo

Crest Hill, IL

Meeting Date: September 26, 2022
Submitter: Ronald J Wiedeman
Department: Engineering
Agenda Item: Digital Advertising Sign Locations & Lease Agreement

Summary: Presented at the July 11, 2022, workshop was a presentation from Community Digital Displays (CDD) about the possibility of the City working with CDD to install digital messages boards within the city limits. Staff was directed to do the following:

- Finalize initial locations,
- Prepare concept exhibits of digital signs,
- Prepare and present a draft agreement,
- Review Section 15.12-Sign Code for potential revisions

The four initial locations and digital sign sizes being presented are as follows:

- 1) SE corner of Weber Road and City Center – double sided 8’x16’ or 9’ x 18’
- 2) NE corner of Theodore and Gaylord – single face 6’x12’
- 3) NW corner of Caton Farm and Kubinski – double sided 6’ x 12’
- 4) Renwick Road – Lewis – double sided 6’ x 12 or 7’ x 14’

If approved, locations number 2 and 3 can be installed by late spring of 2023.

The 1st and 4th locations will require the acquisition of land or permanent easements from Menards and Lewis University to install these two signs. The City will work to acquire these two properties or easements. Once secured the signs will be installed within 6 months.

For location number 2, the Will County Forest Preserve has been contacted and they do not have any objections or additional comments on the sign or placement of the new digital sign, See attached email correspondence. The only request from the Forest Preserve is that if their property is needed to install the digital sign a special use permit will be required.

Lease Agreement

Attached is a draft agreement between the City and BRT Outdoor, LLC for the installation of four (4) digital signs at the locations stated above. This Lease Agreement was reviewed by the city administrator, city attorney and the city engineer.

Sign Code

Currently staff is still reviewing the City's Sign Code for any required or recommended changes. Staff at a future workshop will present to council our finding.

Recommended Council Action: Direct staff to prepare an ordinance to approve a lease agreement BRT Outdoor, LLC.

Financial Impact: N/A

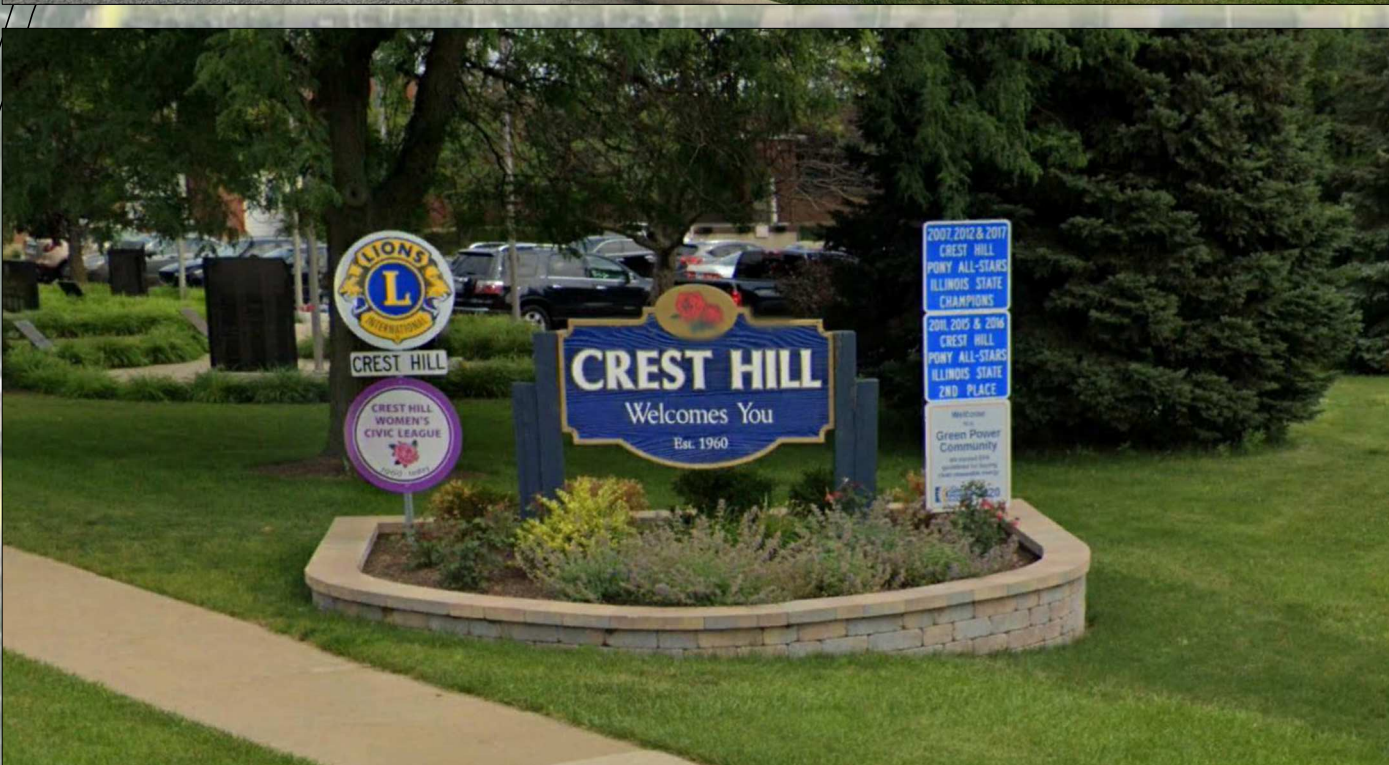
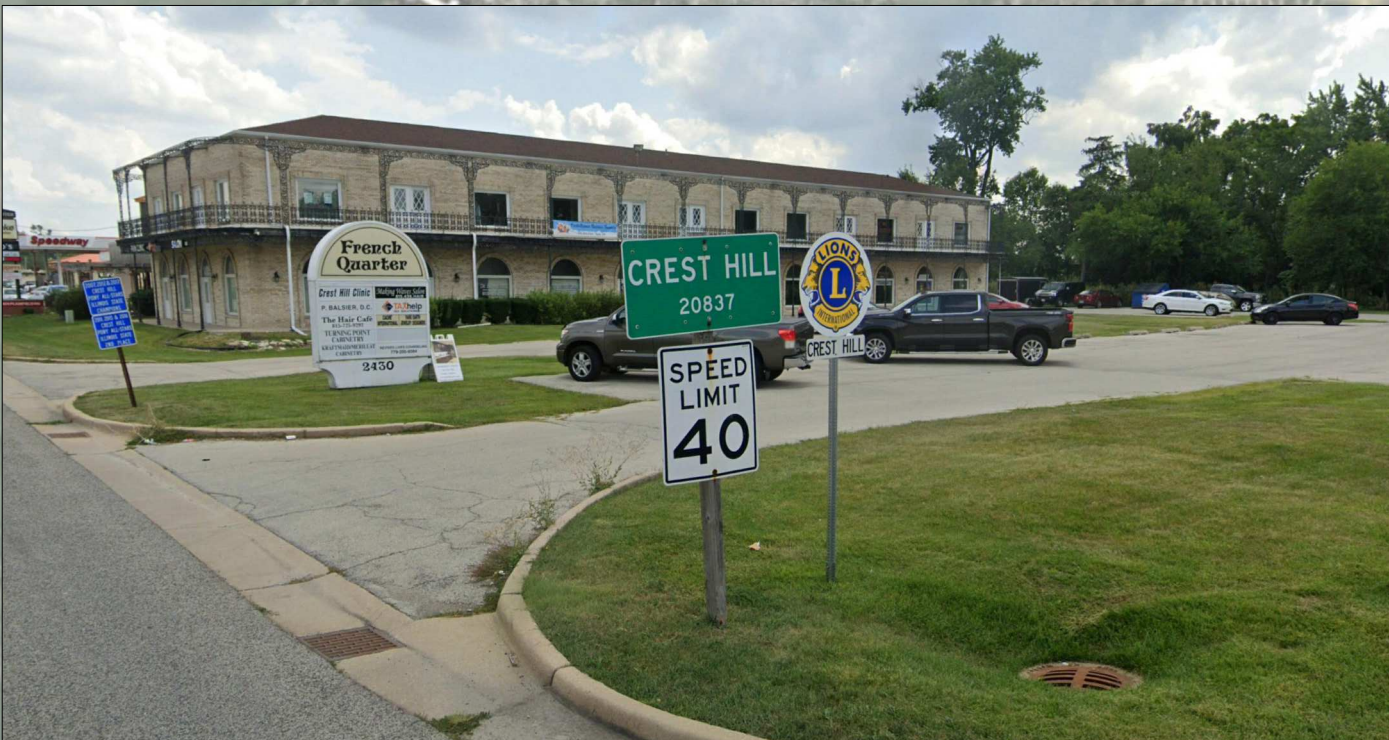
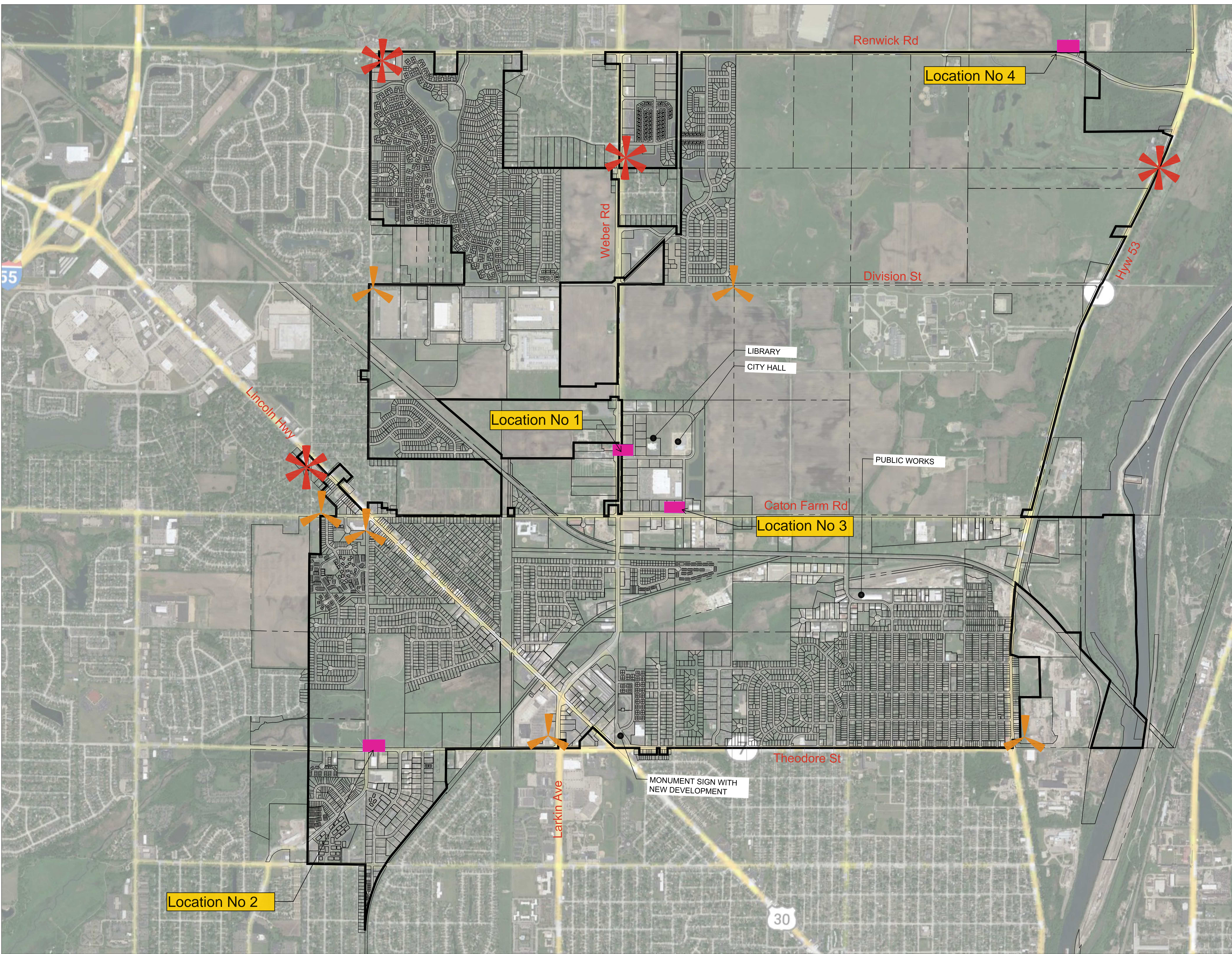
Funding Source:

Budgeted Amount:

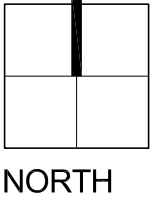
Cost:

Attachments:

- Digital Sign Exhibits
- Will County Email
- Draft Crest Hill Lease Agreement



- Legend:
-  Primary City Gateway Sign
 -  Secondary City Gateway Sign
 -  City Digital Message Board Sign



LOCATION NO. 1

Weber Rd.



(1) D/F FULL COLOR ELECTRONIC MESSAGE CENTER
MONUMENT W/ REVERSE-LIT CHANNEL LETTERS

- Watchfire 16mm EMC
- Cabinet Dimensions: 8'-0"h x 16'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages - No animation

(1) Power Needs T.B.D.

U.L. ELECTRICAL #E154882

- **BACK-LIT Letters** Internally Illuminated with WHITE LEDs
- Backed with CLEAR Lexan
- Swoosh painted Green Vireo (MP13552) & Letters painted Puget Sound Blue (MP11584) w/ 4" Returns
- Reverse Channel Letters mounted with 1 1/2" stand-offs

SQUARE FOOTAGE: 128
STONE BY OTHERS

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EXPRESS SIGNS
& LIGHTING MAINTENANCE

Item 2.

PHONE:
815.725.9080
FAX:
815.725.7543
EMAIL:
SIGNS@EXPSSIGNS.COM
ADDRESS:
212 AMENDODGE
SHOREWOOD, IL
60404

CUSTOMER:
BRT Outdoor
PROJECT ADDRESS:
Crest Hill, IL
PROJECT:
EMC Monument
PROOF NO#:
022-143
DESIGNER:
SS
DATE:
07.01.22
SCALE:
1/4"=1'
REVISION:

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A1.2

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Weber Rd. Southbound

1:189

(1) Power Needs T.B.D.
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Weber Rd. Northbound

1:190

(1) Power Needs T.B.D.
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LOCATION NO. 2



(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER
MONUMENT W/ REVERSE-LIT CHANNEL LETTERS

- Watchfire 16mm EMC
- Cabinet Dimensions: 6'-0"h x 12'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages - No animation

(1) Power Needs T.B.D.

U.L. ELECTRICAL #E154882

- **BACK-LIT Letters** Internally Illuminated with WHITE LEDs
- Backed with CLEAR Lexan
- Swoosh painted Green Vireo (MP13552) & Letters painted Puget Sound Blue (MP11584) w/ 4" Returns
- Reverse Channel Letters mounted with 1 1/2" stand-offs

SQUARE FOOTAGE: 72
STONE BY OTHERS

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PROJECT:
EMC Monument
PROOF NO#:
022-143
DESIGNER:
SS
DATE:
07.01.22
SCALE:
5/16"=1'
REVISION:

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A2.2

APPROVED BY:

DATE APPROVED:

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Theodore St & Gaylord Rd Site

1:115

(1) Power Needs T.B.D.
U.L. ELECTRICAL #E154882

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EXPRESS SIGNS & LIGHTING MAINTENANCE PHONE: 815.725.9080 FAX: 815.725.7543 EMAIL: SIGNS@EXPSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404		Item 2.
CUSTOMER: BRT Outdoor PROJECT ADDRESS: Crest Hill, IL PROJECT: EMC Monument PROOF NO#: 022-143 DESIGNER: SS DATE: 07.01.22 SCALE: 5/16"=1' REVISION:		
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LOCATION NO. 3



(1) D/F FULL COLOR ELECTRONIC MESSAGE CENTER MONUMENT W/ REVERSE-LIT CHANNEL LETTERS

- Watchfire 16mm EMC
- Cabinet Dimensions: 6'-0"h x 12'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages - No animation

(1) Power Needs T.B.D.

U.L. ELECTRICAL #E154882

- **BACK-LIT Letters** Internally Illuminated with WHITE LEDs
- Backed with CLEAR Lexan
- Swoosh painted Green Vireo (MP13552) & Letters painted Puget Sound Blue (MP11584) w/ 4" Returns
- Reverse Channel Letters mounted with 1 1/2" stand-offs

SQUARE FOOTAGE: 72
STONE BY OTHERS

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FAX:

815.725.7543

EMAIL:

SIGNS@EXPSSIGNS.COM

ADDRESS:

212 AMENDODGE

SHOREWOOD, IL

60404

CUSTOMER:

BRT Outdoor

PROJECT ADDRESS:

Crest Hill, IL

PROJECT:

EMC Monument

PROOF NO#:

022-143

DESIGNER:

SS

DATE:

07.01.22

SCALE:

5/16"=1'

REVISION:

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A3.2

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DATE APPROVED:

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15



Caton Farm Rd. Eastbound

1:94

(1) Power Needs T.B.D.
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Caton Farm Rd. Westbound

1:67

(1) Power Needs T.B.D.
U.L. ELECTRICAL #E154882

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A3.2

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LOCATION NO. 4

Renwick Rd.



(1) D/F FULL COLOR ELECTRONIC MESSAGE CENTER
MONUMENT W/ REVERSE-LIT CHANNEL LETTERS

- Watchfire 16mm EMC
- Cabinet Dimensions: 7'-0"h x 14'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages - No animation

(1) Power Needs T.B.D.

U.L. ELECTRICAL #E154882

- **BACK-LIT Letters** Internally Illuminated with WHITE LEDs
- Backed with CLEAR Lexan
- Swoosh painted Green Vireo (MP13552) & Letters painted Puget Sound Blue (MP11584) w/ 4" Returns
- Reverse Channel Letters mounted with 1 1/2" stand-offs

SQUARE FOOTAGE: 98
STONE BY OTHERS

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212 AMENDODGE
SHOREWOOD, IL
60404

CUSTOMER:
BRT Outdoor
PROJECT ADDRESS:
Crest Hill, IL
PROJECT:
EMC Monument
PROOF NO#:
022-143
DESIGNER:
SS
DATE:
07.01.22
SCALE:
5/16"=1'
REVISION:

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A4.2

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18



Renwick Rd. Eastbound

1:130

(1) Power Needs T.B.D.
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Renwick Rd. Westbound

1:244

(1) Power Needs T.B.D.
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20

From: [Cori Crawford](#)
To: [Ron Wiedeman](#)
Subject: RE: Digital Sign Installation Northeast Corner of Theodore and Gaylord-Theodore Marsh
Date: Wednesday, August 24, 2022 9:32:53 AM
Attachments: [image002.png](#)
[image003.png](#)

External Sender: Use caution with links and attachments. Use caution when replying. If you are unsure please contact IT.

Good morning Ron,

After reviewing the survey, I do see the corner is conveyed to the City so a special use permit is not necessary unless you need to park on our property.

Thank you,

Cori

Corinne Crawford
 Real Estate and Data Supervisor
 Forest Preserve District of Will County
 17540 W. Laraway Road
 Joliet, IL 60433
 815.722.9128
www.reconnectwithnature.org



Bringing People and Nature Together

"The future belongs to those who believe in the beauty of their dreams." ~ Eleanor Roosevelt

From: Ron Wiedeman <rwiedeman@cityofcresthill.com>
Sent: Tuesday, August 23, 2022 1:45 PM
To: Cori Crawford <ccrawford@fpdwc.org>
Subject: RE: Digital Sign Installation Northeast Corner of Theodore and Gaylord-Theodore Marsh

ATTENTION: This email did **NOT** originate from the Forest Preserve District of Will County. This email is from an **external source** outside of the District. Exercise **EXTREME** caution when opening external attachments or links from unknown senders.

Cori,

Thanks for the response. Just on question in case my council ask. Why would a special use permit be required if the work is outside of the property of the Will County Forest Preserve? The plan is to install the new sign within the public Right of Way of Theodore and Gaylord. The installation or future maintenance should not require any encroachment into Forest Preserve property.

Ronald J Wiedeman

City Engineer
City of Crest Hill
2090 Oakland Avenue
Crest Hill, Illinois, 60403
Office: 815-741-5122
Cell: 815-656-0086



From: Cori Crawford <ccrawford@fpdwc.org>

Sent: Tuesday, August 23, 2022 8:44 AM

To: Ron Wiedeman <rwiedeman@cityofcresthill.com>

Subject: RE: Digital Sign Installation Northeast Corner of Theodore and Gaylord-Theodore Marsh

External Sender: Use caution with links and attachments. Use caution when replying. If you are unsure please contact IT.

Good morning Ron,

Thank you for providing the sign details. The Forest Preserve does not have any additional comments on the sign or placement. Prior to replacement a special use permit will need to be obtained including a certificate of liability insurance listing the Forest Preserve as additionally insured. I attached the application once you need to access our property. If you have any questions, please let me know.

Thank you,

Cori

Corinne Crawford
Real Estate and Data Supervisor
Forest Preserve District of Will County
17540 W. Laraway Road
Joliet, IL 60433
815.722.9128
www.reconnectwithnature.org



Bringing People and Nature Together

"The future belongs to those who believe in the beauty of their dreams." ~ Eleanor Roosevelt

From: Ron Wiedeman <rwiedeman@cityofcresthill.com>

Sent: Friday, August 19, 2022 8:07 AM

To: Cori Crawford <ccrawford@fpdwc.org>

Cc: Matt Ruhter <MRuhter@fpdwc.org>

Subject: RE: Digital Sign Installation Northeast Corner of Theodore and Gaylord-Theodore Marsh

ATTENTION: This email did **NOT** originate from the Forest Preserve District of Will County. This email is from an **external source** outside of the District. Exercise **EXTREME** caution when opening external attachments or links from unknown senders.

Cori,

It will be installed in the same location as the existing sign, but the foot print will be slightly larger. The new sign will be completely within the city's right of way. The size of the sign will be single face 6'x12' facing southwest only.

Ronald J Wiedeman

City Engineer

City of Crest Hill

2090 Oakland Avenue

Crest Hill, Illinois, 60403

Office: 815-741-5122

Cell: 815-656-0086



From: Cori Crawford <ccrawford@fpdwc.org>

Sent: Thursday, August 18, 2022 3:45 PM

To: Ron Wiedeman <rwiedeman@cityofcresthill.com>

Cc: Matt Ruhter <MRuhter@fpdwc.org>

Subject: RE: Digital Sign Installation Northeast Corner of Theodore and Gaylord-Theodore Marsh

External Sender: Use caution with links and attachments. Use caution when replying. If you are unsure please contact IT.

Good afternoon Ron,

Is the footprint of the sign changing? If so, would you be able to provide an exhibit showing the footprint of the new sign on an aerial map?

Thank you,

Cori

Corinne Crawford
Real Estate and Data Supervisor
Forest Preserve District of Will County
17540 W. Laraway Road
Joliet, IL 60433
815.722.9128
www.reconnectwithnature.org



Bringing People and Nature Together

"The future belongs to those who believe in the beauty of their dreams." ~ Eleanor Roosevelt

From: Matt Ruhter <MRuhter@fpdwc.org>
Sent: Tuesday, August 16, 2022 11:32 AM
To: Ron Wiedeman <rwiedeman@cityofcresthill.com>
Cc: Cori Crawford <ccrawford@fpdwc.org>
Subject: RE: Digital Sign Installation Northeast Corner of Theodore and Gaylord-Theodore Marsh

Hi Ron,

Thank you for letting us know. I have sent this item to be discussed internally. Please reach out to Cori if you have not heard anything in the next week or so.

Sincerely,

Matt R.

From: Ron Wiedeman <rwiedeman@cityofcresthill.com>
Sent: Tuesday, August 2, 2022 12:53 PM
To: Matt Ruhter <MRuhter@fpdwc.org>

Subject: Digital Sign Installation Northeast Corner of Theodore and Gaylord-Theodore Marsh

ATTENTION: This email did **NOT** originate from the Forest Preserve District of Will County. This email is from an **external source** outside of the District. Exercise **EXTREME** caution when opening external attachments or links from unknown senders.

Matt,

I am not sure if you are the correct person for this question, but the city is looking to replace out the existing city welcome sign with a new digital sign at the northeast corner of Theodore and Gaylord. The sign will be completely in the city right of way and the size of the sign will be 6 foot tall by 12 foot in length, see attached concept sketch. The face of the sign will be facing the roadway and not the marsh. From the perspective of the forest preserve does the Forest Preserve see any issues with installation of this sign? Please provide me any comments or suggestions?
If you are not the correct contact person can you please let me know who to contact?

Thanks

Ronald J Wiedeman

City Engineer

City of Crest Hill

2090 Oakland Avenue

Crest Hill, Illinois, 60403

Office: 815-741-5122

Cell: 815-656-0086



LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of October 2022, by and between the **CITY OF CREST HILL**, ("City") and **BRT OUTDOOR, LLC**, an Illinois limited liability company authorized to do business in Illinois ("BRT").

RECITALS

WHEREAS, BRT has requested that it be permitted to install a digital video display multiple message sign ("Video Panels") at the locations owned by the City and more specifically identified in Exhibit A (the "City Display Sites"), in accordance with the terms and conditions hereinafter set forth, that would be available to the City at no charge for its use and benefit in lieu of rent payments; and

WHEREAS, the City has determined that the proposed use of the City Display Site in the manner hereinafter set forth will provide a public benefit by allowing the City to better notify its residents and visitors of local public events, facilities and services and in providing emergency and civil defense notifications;

NOW, THEREFORE, THE CITY AND BRT AGREE AS FOLLOWS:

1. USE OF CITY DISPLAY SITE

Subject to BRT's compliance with this Agreement, the City hereby grants rights of access for ingress, egress and maintenance of the Digital Displays (hereinafter defined) and the right to install and operate the Digital Displays for the purpose of conducting outdoor advertising, public service messaging and emergency and civil defense notifications, subject to the terms and conditions of this Agreement. The term "Digital Displays" are defined to include Video Panels and the stone/brick base on which the Video Panels are mounted. The term "City Display Site" refers to the site of the Digital Displays as depicted on Exhibit A which is attached hereto and incorporated herein.

This Agreement shall be construed to be a lease of the City Display Site depicted in Exhibit A by BRT as tenant, from the City, as Owner.

2. TERM

BRT's right to install and operate the Digital Displays at the City Display Site shall commence on the date of execution of this Agreement as hereinabove specified (the "Commencement Date") and shall continue for a period of twenty (20) years from the date of completion and full operation of the Digital Displays (the "Expiration Date") (hereinafter the time from Commencement Date to Expiration Date shall be referred to as the "Initial Term").

The Digital Displays that are installed at the City Display Site during the term of this Agreement shall be removed by BRT at its sole cost and expiration or termination of this Agreement.

After the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods beginning on the Expiration Date until either (i) any party provides the other party with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current term; or (ii) the parties enter into a new written lease agreement .

3. CITY USE OF DIGITAL DISPLAYS

BRT intends to display multiple messages on the Digital Displays in a fixed rotation of not less than ten (10) seconds duration per image. During the term of this Agreement, the City shall have the right to at least one of every eight (8) of the positions in the display rotation (the “Base Position”) for City content on each of the Digital Displays. The City’s positions in the rotation shall remain fixed and shall not be reduced during certain periods of the day or week. In addition, the City will have the opportunity to purchase additional space at the prevailing commercial rate, which additional space is referred to as “Additional Position”.

BRT shall not charge the City for the use of the Video Panel for the “Base Position”.

4. DESIGN AND INSTALLATION OF THE DIGITAL DISPLAYS

The Digital Displays shall consist of a property affixed structure containing up to two (2) full-color liquid crystal display (or successor technology) digital sign faces not to exceed eight (8) feet in height and sixteen (16) feet in length with a stone/brick base not to exceed ten (10) feet in height (the exact size will depend on the specific location requirements), plus extensions and other reasonable appurtenances which are incidental to the operation and maintenance of the Digital Displays, support structures and foundations, underground electrical power lines and other electrical equipment and related appurtenances. BRT, at its sole cost and expense, shall obtain all required permits, licenses, and approvals prior to commencing construction of the Digital Displays.

The City reserves the right to impose requirements in connection with the work undertaken by BRT, including without limitation, requirements that BRT: (i) submit for the City’s prior written approval detailed plans and specifications prepared by licensed and competent design professionals; (ii) submit for the City’s prior written approval the names and addresses of all contractors, subcontractors and suppliers; (iii) obtain and post permits and additional insurance; (iv) submit contractor, subcontractor and supplier lien waivers; and (v) comply with such other requirements as the City may impose concerning the manner and times in which such work shall be done and other aspects of the work. City covenants and agrees that it will not unreasonably withhold its approval for any of the requirements described above.

BRT shall have the sole right to make any necessary applications with and obtaining permits from any governmental entities for the construction, use, maintenance, and removal of structures and equipment located on the City Display Site, and the City agrees to cooperate at no cost to City and hereby grants BRT a limited power of appointment solely for this purpose. All such permits shall remain the property of BRT. BRT may elect but shall have no obligation to pursue any zoning matter or continue to maintain any permit. BRT is the sole owner of the Video Panels and other equipment installed by BRT on the City Display Site, and has the right to remove such property at any time or within one hundred twenty (120) following the termination or expiration of this Lease. The City shall provide all reasonably necessary access to BRT for such removal. If for any reason not caused by BRT, the structures on the City Display Site are removed, materially damaged or destroyed, BRT’s obligation to provide City’s use of the Base Position and any Additional Position shall cease until the structures and equipment are rebuilt, provided BRT is reasonably pursuing replacement or repair thereof. If the above-ground portions of the structures built on the City Display Site are removed for any reason, BRT shall remove the above-ground portions and any part of the structure up to three (3) feet below grade and the property shall be restored to the original condition. Any part of the existing structure more than three (3) feet below grade can remain.

All work undertaken by BRT and its agents or contractors shall be performed: (i) in a workmanlike manner; (ii) only with materials that are high quality and free of material defects; (iii) strictly in accordance with plans and specifications approved by the City in advance in writing; (iv) diligently to completion and so as to cause the least possible interference with City operations; and (v) in compliance with all administrative regulations promulgated by the Illinois Department of Transportation (“IDOT”) and other provisions of this Agreement.

5. MAINTENANCE AND REPAIR OF THE VIDEO PANELS

BRT shall, at its sole cost and expense, maintain the Digital Displays in good working condition and any repairs made shall be performed in a workmanlike manner. This maintenance and repair obligation shall include, but shall not be limited to, the prompt repair, replacement, or removal of damaged, inoperable, or malfunctioning Video Panels. BRT shall regularly inspect the City Display Site to determine whether maintenance of the Digital Displays is necessary.

The City shall promptly notify BRT in writing if it becomes aware of the need for maintenance or repair of Video Panels at the City Display Site. BRT shall diligently respond within fourteen (14) business days of the City’s written notice to repair and/or maintain and shall inspect the subject location with qualified personnel to determine the nature and scope of the required maintenance activities. In the event BRT fails to perform necessary maintenance within thirty (30) days of the written notice, the City may undertake such maintenance as it may deem reasonably necessary. Any costs incurred by the City in this regard shall be reimbursed by BRT within fourteen (14) days of a Reimbursement Invoice issued by the City.

6. MAINTENANCE OF VIDEO PANELS VISABILITY

The City shall not place or maintain any object on the City Display Site property owned by the City or an adjacent property owned or controlled by the City which, in BRT’s sole and reasonable opinion, would obstruct visibility of the advertising copy on the Video Panels or access to the City Display Site. If City fails to remove the obstruction within fourteen (14) days following written notice from BRT, BRT may in its sole discretion: (a) remove the obstruction at City’s expense; or (b) cancel this Lease and remove all property of BRT located on the City Display Site. BRT may trim any trees or vegetation currently on the City Display Site Property or on an adjacent property owned or controlled by City as often as BRT in its sole and reasonable discretion deems appropriate to prevent obstruction of the Video Panels. Without limiting the foregoing, the City shall not permit any adjacent property owned or controlled by City to be used for off premises advertising.

7. CONDITION OF PREMISES

BRT agrees to accept the City Display Site “as is”, without any agreements, representations, understanding or obligations on the part of the City to perform any alterations, repairs, or improvements thereto. Upon completion of the construction and installation of the Digital Displays and stone/brick base, BRT agrees to install and maintain landscaping around the perimeter of the Digital Displays at its sole cost and expense. The landscape plan must be approved by the City prior to installation.

8. LIENS

BRT shall keep any City Property associated with any work by or for BRT free from any mechanics lien or similar liens and encumbrances. BRT shall remove any such claim, lien, or encumbrance by bond or otherwise within fourteen (14) days after written notice to BRT by the City. If BRT fails to do so, the City may pay the amount or take such other action as the City deems necessary to remove such claim, lien, or encumbrance, without being responsible for investigating the validity thereof. Nothing contained in this Agreement shall authorize BRT to do any act which shall impair the City’s title to any City Property.

9. USE AND OPERATING REQUIREMENTS

A. Use; Compliance with Laws.

BRT shall use the City Display Site for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. BRT shall comply with all applicable laws and ordinances relating to its use of City Property, including without limitation, health, safety, and building codes, zoning ordinances, and all IDOT regulations and permit requirements pertaining to outdoor advertising or construction in or near a State highway.

B. Required Operations.

BRT shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes, and ordinances.

C. Prohibited Uses.

The Digital Display shall not be used for the display, promotion or advertisement of obscenity, sexually oriented businesses, specified anatomical areas or specified sexual activities as defined in the City of Crest Hill Zoning Ordinance, or other activities not suitable for underage persons including, but not limited to, lingerie shows, mud or jello wrestling, wet T-shirt contests, bikini or go-go dancing, strip tease dancing, tobacco, birth control, guns and ammunition (provided that the foregoing prohibition shall not prohibit the advertisement of Illinois Concealed Carry classes), advertisements for cannabis sales and similar forms of products or entertainment. The Digital Display may not be used for the display, promotion or advertisement of acts, images, or statements that unlawfully discriminate based on race, color, national origin, disability, gender, age or religion. In order to avoid the inadvertent suggestion of City endorsement or opposition, the Digital Display may not be used for the display, promotion or advertisement or political

candidates, political action committees, political parties, or issues of recognized political or social debate such as abortion, gun control, immigration, war, or matters involving sexual orientation.

10. UTILITIES

BRT shall provide all utilities it may require at its sole expense and: (i) make application in its own name for all utilities; (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters; and (iii) obtain such utilities direct from, and pay for the same when due directly to, the applicable utility company. The term “utilities” for the purposes hereof shall include but not be limited to electricity, cable television, internet and data services, telephone, and other communication and alarm services, and all taxes or other charges thereon. BRT shall install a separate meter and connect all equipment and lines required to supply such utilities to the City Display Site.

11. INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

A. Required Insurance.

BRT and all of its contractors shall maintain during the term of this Agreement the minimum insurance requirements as set forth in the attached Exhibit B.

Copies of all policies of insurance, certificates of insurance, and endorsements reflecting the coverages required under this Agreement shall be provided to the City prior to any construction by BRT. In the event the foregoing documentation is not provided with twenty (20) business days from the date of City’s written request for such evidence of insurance, the City may terminate this agreement.

B. Certificates, Subrogation and Other Matters.

BRT shall provide the City with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverages, reflecting that the the City has been named as additional insured). BRT shall provide such certificates of insurance prior to the Commencement Date, but no later than the commencement of construction. BRT shall provide renewal certificates to the City at least thirty (3) days prior to expiration of such policies. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

12. RESTORATION OF CITY DISPLAY SITE

At the expiration or earlier termination of this Agreement, BRT shall, at its expense, remove the Digital Displays and shall restore each City Display Site to its pre-existing condition.

13. ASSSIGNMENT

BRT shall not, without the prior written consent of the City: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer this Agreement or any

interest hereunder, by operation of law or otherwise; or (ii) permit the use of the City Display Site by any parties other than BRT. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies). Consent to assignment shall not be unreasonably withheld.

Notwithstanding the foregoing, BRT has the right to assign the Agreement or any interest hereunder, without the prior written consent of the City to (i) a company of like kind; or (ii) a bank or other financial institution for purposes of financing equipment and/or labor for the construction and/or maintenance of the Digital Displays.

14. RIGHTS RESERVED BY THE CITY

The City reserves all rights to control or modify the City Display Site as it sees fit, which rights may be exercised without subjecting the City to claims for damages or equitable relief. Subject to the preceding sentence, the City will use its best efforts to prevent the construction or placement of signs, poles, or like structures within five hundred (500) feet of a City Display Site that would obstruct the view of the Digital Displays thereon, but nothing herein shall be deemed to prevent the City from taking any actions deemed necessary by the City to satisfy its legal obligations.

15. CITY'S REMEDIES

A. Default.

The occurrence of any or more of the following events shall constitute a "Default" by BRT and shall give rise to the City's remedies set forth in paragraph B below: (i) failure to provide the Base Position, or Additional Positions when available, in accordance with this Agreement; (ii) failure to observe or perform any term or condition of this Agreement, unless such failure is cured within any period of time following written notice expressly provided in other Sections of this Agreement, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice; (iii) (a) making by BRT of any general assignment for the benefit of creditors, (b) filing by or against BRT a petition to have BRT adjudged bankrupt, (c) appointment of a trustee or receiver to take possession of substantially all of BRT's assets located on City Property or of BRT's interest in this Agreement, (d) attachment, execution or other judicial seizure of substantially all of BRT's assets located on City Property or of BRT's interest in this Agreement. The notice and cure periods provided herein are in lieu of, and no in addition to, any notice and cure periods provided by law.

B. Remedies.

If a Default occurs, and provided the Default is not timely cured, the City shall have the right to terminate this Agreement upon thirty (30) days written notice.

Whether or not the City elects to terminate this Agreement, the City shall also be entitled to damages attributable to BRT's default.

The City shall have all other rights and remedies available under law.

C. The City's Cure of BRT Default.

If BRT fails to perform any obligation under this Agreement for thirty (30) days after notice thereof by the City, the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of BRT. In such event, BRT shall reimburse the City within thirty (30) days for all expenses incurred by the City in performing such obligation.

16. BRT REMEDIES

If, for any reason not caused by BRT: (a) the view of the Digital Displays at City Display Site advertising copy becomes entirely or partially obstructed; (b) electrical service or illumination is unavailable, or restricted; (c) the City Display Site cannot safely be used for the erection or maintenance of the Digital Displays for any reason; (d) the City Display Site become unsightly; (e) there is a diversion, reduction or change in direction flow of traffic from the street or streets currently adjacent to or leading to or past the City Display Site; (f) the Digital Displays' value for advertising purposes is diminished; (g) the Digital Displays use is prevented or restricted by law, or BRT is compelled or required by any governmental entity to reduce the number of Video Panels operated by it in the city, county or state in which the Digital Displays are located; then BRT may immediately at its option cancel this Lease and remove all property owned by BRT and located on the City Display Site.

17. INDEMNIFICATION

BRT shall, at its sole cost and expense, defend, indemnify and hold harmless the City from and against any and all claims, demands, liabilities, damages, judgments, costs, and expenses, including without limitation, court costs and attorneys' fees, arising from BRT's use of City Display Site.

The City shall not be liable to BRT for any reason in the event BRT's use of the City Display Site is impaired, limited, modified or prohibited on account of legal claims or proceedings asserted against the City or BRT, or from the settlement thereof by the City.

The City specifically reserves any privileges, defenses or immunities it may have under law, including but not limited to the Local Government and Governmental Employees Tort Immunity Act.

18. HAZARDOUS MATERIALS

BRT shall not use, store, maintain, handle, dispose, release or discharge any “Hazardous Materials” upon or about City Property, or permit BRT’s employees, against, contractors or invitees to engage in such activities upon or about City Property.

19. NON-DISTURBANCE AGREEMENT

If the City Display Site is currently encumbered by a deed of trust or a mortgage, ground lease or other similar encumbrance, City shall deliver to BRT on or before the Commencement Date a Non-Disturbance Agreement in a form reasonable acceptable to BRT.

20. NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act of omission or either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by BRT shall not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.

21. NOTICES

Every notice, demand or other communication given by either party to the other party with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, address as follow or to such other address as BRT or City may from time to time designate by notice.

CITY OF CREST HILL

City of Crest Hill
1610 Plainfield Road
Crest Hill, Illinois 60403

BRT OUTDOOR, LLC

BRT Outdoor, LLC
Post Office Box 5097
Naperville, Illinois 60567

22. MISCELLANEOUS

- A. Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors, and assigns, subject to the provisions hereof.
- B. This Agreement will be recorded by BRT, at its sole cost and expense, as evidence of this Lease Agreement.
- C. The Agreement shall be governed by the Laws of the State of Illinois. Any suit or claim regarding this Agreement, breach thereof, or for damages resulting from the construction, installation or use of the Digital Display Site shall be exclusively venued in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois.

- D. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture, or other enterprise, or render either party liable for any of the debts or obligations of the other part, except under any indemnity provision of this Agreement.
- E. This Agreement has been mutually negotiated by the City and BRT and any ambiguities shall not be interpreted in favor of either party.
- F. This Agreement is binding upon the heirs, assigns, successors in interest of both City and BRT. City agrees not to assign this Lease to a competitor of BRT without BRT's written permission. BRT shall have the absolute right to assign or sublet.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed under seal by their respective representatives designated below, as of the day and year first above written.

CITY OF CREST HILL

BRT OUTDOOR, LLC
An Illinois Limited Liability Company

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

EXHIBIT A

City Display Site

- 1) SE corner of Weber Road and City Center – double sided 8'x16' or 9' x 18'
- 2) NE corner of Theodore and Gaylord – single face 6'x12'
- 3) NW corner of Caton Farm and Kubinski – double sided 6' x 12'
- 4) Renwick Road – Lewis – double sided 6' x 12 or 7' x 14'

EXHIBIT B

Minimum Insurance Requirements

7-2.020-The insurance coverage required of BRT and any Subcontractors of BRT shall be written for not less than the following, or greater if required by law:

A. *Workers' Compensation and Occupational Disease Insurance* in accordance with applicable state and federal laws, and Employer's Liability Insurance with a bodily injury per accident limit of liability of at least \$ 500,000, bodily injury by disease limit each employee of \$500,000 and bodily injury by disease policy limit of \$500,000 or such greater sum as may be reasonably required by City.

B. *Commercial General Liability Insurance* provided by ISO form CG 0001 with a combined

Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate, or such greater sum as may be reasonably required by City.

1. The above policy shall include an endorsement identifying City, and any other parties as may be reasonably required by City as Additional Insured. ISO endorsements CG 2010 and CG 2037 any edition, or equivalent forms, must be used to provide this coverage. Copies of the endorsements must be included with the certificate of insurance as required in paragraph L.
2. Claims-Made coverage triggers are not acceptable to City.
3. ISO form CG2503, Designated Construction Project(s) General Aggregate Limit or an equivalent form must be endorsed to the policy and identified on the certificate of insurance. City's and BRT's Protective Liability policy can be utilized in lieu of aggregate limits per project, (see 7-2.020 for OCP requirements)
4. The policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.
5. The policy shall not contain any provision, definition or endorsement which would serve to eliminate third party action over claims

C. *Comprehensive Automobile Liability Insurance* covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000 Combined Single Limit, or such greater sum as may be reasonably required by the City. This policy shall include coverage for City, and any other parties as may be reasonably required by City, for liability arising out of the actions of BRT, whether by endorsement or otherwise.

D. *Excess or Umbrella Liability Insurance* limits of no less than \$5,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits stated below:

Employer's Liability \$500,000/ \$500,000 /
\$500,000

Commercial General Liability \$1,000,000 per
occurrence

Commercial General Liability \$2,000,000 general
aggregate

Commercial General Liability \$2,000,000 completed operations
aggregate

Comprehensive Auto Liability \$1,000,000
combined single limit

Excess/Umbrella coverage shall be provided as no less than Follow Form and shall name City, and any other parties as may be reasonably required by City, as Additional Insured on a Primary and Non-Contributory basis.

E. *n/a*

F. *Professional Liability* in the amount of \$2,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the City. This requirement covers the BRT's duties that involve professional architectural, engineering, design or consultation work.

G. *n/a*

H. *Each of BRT's* General Liability, Auto Liability, Pollution Liability, Professional Liability and Excess/Umbrella Liability policies must be endorsed as Primary and

Non• Contributory as to any insurance maintained by the Additional Insured(s) and shown on the certificate of insurance.

- I. **An endorsement** in favor of the Additional insured(s) waiving the BRT's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, Professional Liability and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.
- J. **Self-funded** or other non-risk transfer insurance mechanisms or deductibles/self-insured retentions greater than \$25,000 per occurrence are not acceptable to City on any insurance coverage required in this agreement. If the BRT has such a program, full disclosure must be made to City prior to any consideration being given.
- K. **Any subcontractor** employed by BRT shall have equivalent coverage.
- L. **A Certificate of Insurance**, including copies of the Additional Insured endorsements, shall be sent to City prior to the commencement of any Work (please see the sample attached). All Certificates of Insurance and Endorsements verifying the existence of the above required insurance shall be in form and content satisfactory and acceptable to City and shall be submitted to City in a timely manner so as to confirm BRT's full compliance with these insurance requirements stated herein, throughout the entire term of this Agreement.
- M. BRT shall provide written notice via email of any cancellation notice received by BRT from any insurer providing insurance as required in this Agreement within two (2) business days of BRT's receipt of such notice.
- N. **Permitting BRT** to commence Work prior to City's receipt of the required certificate shall not be a waiver of the BRT's obligation to provide all of the above insurance. Acceptance by City of insurance submitted by BRT shall not relieve or decrease in any manner the liability of the BRT for its performance under this Agreement.

In the event BRT fails to obtain or maintain any of the foregoing required coverage, the City may purchase such coverage and charge the expense thereof to the BRT, or may terminate this Agreement.

These Insurance provisions are intended to be a separate and distinct obligation on the part of BRT. Therefore, these provisions shall be enforceable and BRT shall be bound

thereby regardless of whether or not the Indemnity provisions of this Agreement are determined at any time to be enforceable in the jurisdiction in which the Work covered by this Agreement is performed. The obligation of the BRT to provide the insurance herein specified shall not limit in any way the liability or obligations assumed by the BRT elsewhere in this Agreement.

In the event BRT or its insurance carrier(s) defaults on any obligations under this Insurance provision, BRT agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by City in the enforcement of the terms of this provision.

O. City and BRT's Protective Liability Insurance

If the BRT is unable or unwilling to provide the required General Liability Additional Insured forms, a City's and BRT's Protective Policy can be purchased as an acceptable alternate; Required limits of insurance;

1. Bodily Injury and Property Damage
Combined

\$5,000,000 Each
Occurrence

\$10,000,000 Annual
Aggregate

2. The BRT will furnish and maintain during the entire period of construction a City and BRT's Protective Liability policy written in the name of the City with not less than the limits indicated. The named insureds shall be:
 - a. City
 - b. Consultant, If Required.
3. Proof of insurance for the coverages required to be purchased by the BRT, including the City's and BRT's Protective Policy shall be submitted to City for his approval prior to the start of construction. Proof of the City's Protective Policy shall consist of providing an entire copy of that policy to the City. With respect to all other coverages required to be purchased by the BRT, proof of insurance shall consist of a Certificate of Insurance issued by the BRT's insurance agency.

4. It is further understood that any insurance maintained or carried by City shall be in excess of any coverage provided by any BRT or Subcontractor.

SAMPLE INSURANCE CERTIFICATE

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SURRENDER IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER YOUR INSURANCE AGENT		COUNTRY STATE CITY COUNTY ZIP		FAX TEL	
INSURED YOUR NAME AND ADDRESS		INSURER A: CARRIERS MUST BE RATED INSURER B: A-10 OR BETTER INSURER C: INSURER D: INSURER E:		INSURER AFFORDING COVERAGE NAME	
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PREVIOUS CLAIMS.</p>					
POLICY LINE	TYPE OF INSURANCE	ADD. TERS	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE
1	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> SCHED. AGG. LIMIT APPLIES FOR <input type="checkbox"/> POLICY <input type="checkbox"/> AGG. LIMIT	Y Y	POLICY NUMBER	EFF DATE	EXP DATE
2	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO <input type="checkbox"/> ALL OWNED <input type="checkbox"/> AUTO <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTO <input type="checkbox"/> UNOWNED <input type="checkbox"/> AUTO <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AGG. LIMIT APPLIES FOR <input type="checkbox"/> POLICY <input type="checkbox"/> AGG. LIMIT	Y Y	POLICY NUMBER	EFF DATE	EXP DATE
3	<input checked="" type="checkbox"/> EMPLOYERS LIABILITY <input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY EMPLOYER/COMPANY/EMPLOYEE/OTHER <input type="checkbox"/> UNEMPLOYMENT BENEFITS <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AGG. LIMIT APPLIES FOR <input type="checkbox"/> POLICY <input type="checkbox"/> AGG. LIMIT	Y N	POLICY NUMBER	EFF DATE	EXP DATE
4	<input type="checkbox"/> POLLUTION <input type="checkbox"/> PROFESSIONAL	Y	POLICY NUMBER	EFF DATE	EXP DATE
SCHEDULED OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Narrative Schedule, if more space is required) REL. JOB NUMBER AND PROJECT NAME AND ADDRESS: Additional insured with respect to General Liability, Auto Liability and Umbrella/Excess Liability on a primary and non-contributory basis when required by written contract (Owner and Business Engineering Inc.) Owner is Certificate Holder. Waiver of Subrogation in favor of listed additional insureds with respect to General Liability, Auto Liability, Umbrella/Excess Liability and Workers' Compensation policies. Additional insured with respect to General Liability coverage per ISO form CG2010 and CG2037 or equivalent forms. Umbrella/Excess is on a follow form basis and is primary and non-contributory.					
CERTIFICATE HOLDER		CANCELLATION			
OWNER		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			

ACORD 25 (2016/05)

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SPEZIA & TAYLOR

MEMO

To: Mayor and City Council
From: Spesia & Taylor
Date: 09/26/2022
Re: Amendment to City Administrator Ordinance

Issue: At the work session of 9/12/22 I was asked to present a redlined amendment to Chapter 2.22 of the City Code, which establishes the Office of City Administrator, along with sections on the appointment, qualifications, removal, and duties of the office. In addition, I was asked specifically to research the statutory references to removal in several of the sample ordinances from other municipalities regarding removal of an administrator

DISCUSSION

By way of a general overview, most of the requested amendments to the current ordinance are not problematic, and they have been made in redline to the attached draft ordinance. However, the suggested change to the "Removal" section is, in my opinion problematic.

As a non-home rule municipality with a Mayor and City Council form of government, Section 3.1-30-5 of the Illinois Municipal Code reserves the exclusive power of appointment of ten enumerated offices to the Mayor with the advice and consent of the City Council. The Council is the Legislative branch and the Mayor is the Executive branch. As with the federal government, the two branches are meant to be separate but equal.

While the City Administrator position is not among ten enumerated offices which can be filled by a Mayoral appointment, with advice and consent of the City Council, there is a catch-all category which allows the appointment of other "officers" necessary to carry into effect the powers conferred upon municipalities. Those offices may be created by the Council, as the Legislative Branch, as it has done with the City Administrator and Finance Director. Once created, the power of appointment resides with the Mayor. 65 ILCS 5/3.1-30-5, a copy of which is attached.

In the City's case, the City Administrator position looks to have been created in 2006 by Ordinance 1401 and it apparently remained the same without amendment since then.

With respect to Removal of a City Officer appointed by the Mayor, the Municipal Code provides that removal authority to Mayor, who must follow certain steps in doing so. That same section of the Municipal Code provides the City Council with the ability to disapprove the removal by a two-thirds vote. 65 ILCS 5/3.1-35-10, which is also attached.

Research into the issue has revealed an Illinois Supreme Court case from 1976, Pechous v. Slawko, 64 Ill. 2d 576. In that case the Supreme Court interpreted prior versions of the Municipal Code and held that a City Council's attempt, by ordinance, to remove an appointed city collector and city attorney was invalid. In so holding, the Court in Pechous noted that the only form of municipal government which authorizes a City Council to exercise powers of appointment and removal is the Commission Form of Municipal Government. The only way that a municipality can change its form of government is by referendum. The Court upheld the trial court's injunction and restored the two City of Berwyn officers to their positions. Although the ruling was in 1976, the municipal code provisions regarding the power of appointment and removal are virtually the same.

You will note that the removal statute indicates that the sole power of removal of appointed officers resides with the Mayor "except where otherwise provided by statute." Given the short turnaround time to provide this legal analysis, we have not had enough time to conduct exhaustive research regarding any other statutory exceptions which may exist, and we are happy to do additional research into the topic if Council desires.

However, Pechous is still good law, and the statutory scheme is clear. A City Administrator, once appointed, acts as part of the Executive Branch, and should be removed only as provided in Section 3.1-35-10.

You will also note that the current ordinance does not have a "salary" section, so I added a section denoting that the City Administrator's salary shall be as set by the City Council, which is similar to the ordinances regarding other appointed officers.

ORDINANCE NO. _____**AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL),
CHAPTER 2.22 (CITY ADMINISTRATOR) OF THE CREST HILL CITY CODE**

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, pursuant to Section 3.1-30-5(a) of the Illinois Municipal Code (65 ILCS 5/3.1-30-5(a)), the Mayor is authorized to appoint, subject to the advice and consent of the City Council, any and all officers necessary to carry into effect the powers conferred upon the City by the constitution and laws of the State of Illinois; and

WHEREAS, the Mayor and City Council previously exercised this grant of authority to create the office of City Administrator for the City of Crest Hill, as set forth in Title 2 (Administration and Personnel), Chapter 2.22 (City Administrator); and

WHEREAS, the Corporate Authorities of the City are empowered to amend its Code of Ordinances from time to time, as necessary to further the best interests of the City of Crest Hill and its residents; and

WHEREAS, the Corporate Authorities of the City have determined that it is in the best interests of the City and its citizens to amend the Ordinance relating to the position of City Administrator in Title 2, Chapter 22 of the City Code as set forth herein.

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: Title 2 (Administration and Personnel), Chapter 22 (City Administrator) of the Crest Hill City Code is hereby repealed and replaced, in its entirety, with the following:

CHAPTER 22: CITY ADMINISTRATOR*Section**2.22.010 Creation of office; appointment; term**2.22.020 Qualifications; Removal**2.22.030 General Duties**2.22.040 Salary*

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§ 2.22.010 CREATION OF OFFICE; APPOINTMENT; TERM.

The office of City Administrator is created. The City Administrator shall be appointed by the Mayor with the advice and consent of the City Council for an indefinite term. The City Administrator serves at the pleasure of the Mayor and City Council, who has sole discretion to unilaterally discharge the individual serving in that capacity at any time. An annual job performance evaluation of the City Administrator shall be conducted by the Mayor and upon completion of the annual job performance evaluation, the Mayor shall report the completion to the City Council for input.
(Ord. 1401, passed 5-15-06)

§ 2.22.020 QUALIFICATIONS; REMOVAL.

The City Administrator shall be chosen on the basis of her or his executive and administrative qualifications, with particular reference to actual experience or knowledge of accepted practices in respect to the duties of the his office. The City Administrative need not be an actual resident of the city but proximity and accessibility to the city may be an element in the selection of the City Administrator. The City Administrator may be removed from office at any time by the Mayor pursuant to 65 ILCS 5/3.1-35-10.
(Ord. 1401, passed 5-15-06)

Commented [MRS1]: Based on the Memorandum submitted along with this Draft Ordinance, I am recommending that the removal section merely refer to the pertinent governing Municipal Code section

§ 2.22.030 GENERAL DUTIES.

The City Administrator shall be the Chief Administrator Office of the city, and reports to the Mayor who is the Chief Executive Officer of the city. The City Administrator is responsible to the Mayor and the City Council. The City Administrator shall be responsible for and direct the efficient and productive administrator of all city departments, under the direction of the Mayor. The duties and responsibilities of the Administrator shall include, but are not limited to the following:

- (A) The enforcement and administration of all laws, ordinances and city policies.
- (B) The direction and supervision of all city departments, as delegated by the Mayor and City Council; the Administrator has the duty and responsibility to direct and coordinate all city-wide and interdepartmental projects, programs, policies, and administrative matters which are applicable to all departments.
- (C) Facilitate the facts and evidence to the Civil Service Commission for the hiring, promotion, discipline, and discharge of any non-department head employee of the city (except Police Department employees) unless otherwise provided by the Statutes of Illinois.
- (D) Conduct the selection processes and recommend only to the Mayor the appointment, suspension, or removal of all department heads.
- (E) Conduct annual performance evaluations of all appointed department heads and other city employees who report to the City Administrator, and, in the absence of a

department head due to a vacancy of that position, conduct annual performance evaluations for that department. The City Administrator shall report the completion of the annual department head evaluations to the City Council.

(F) Prepare the budget annually with the cooperation and assistance of other city staff and submit it to the Mayor and City Council together with a message describing the important features and be responsible for budget administration after adoption.

(G) Recommend to the Mayor and City Council personnel policies and a standard schedule of pay for each job classification in the city service and coordinate with union negotiations and make recommendations to the Mayor and City Council.

(H) Recommend to the Mayor and City Council adoption of such measures as may be deemed necessary or expedient for the health, safety, and welfare of the community or for the improvement of administrative services.

(I) Responsibility for handling and following up inquiries and/or requests for public services from elected and/or appointed officials of the city as well as from the public at large.

(J) Represent the city at any community or intergovernmental functions as may be directed by the Mayor and City Council.

(K) The attendance at City Council meetings and committee meetings, unless excused by the Mayor, and the right to take part in the discussions at said meetings, but with no right to vote.

(L) The production of required studies and recommendations for the improvement or change of existing or proposed city services or policies.

(M) The City Administrator shall perform additional duties as described specifically in the city's job description for the City Administrator position or may be assigned by the Mayor and/or City Council from time to time.

(N) The City Administrator shall have experience (including grants-in-aid) and procurement of alternate sources of financing in order to continue to provide a high level of municipal services, facilities and infrastructure in a cost-effective manner.
(Ord. 1401, passed 5-15-06)

§ 2.22.040 SALARY.

The annual salary of the City Administrator shall be in an amount as fixed by the City Council.

SECTION 3: 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 4: 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 5: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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PASSED THIS 1st DAY OF AUGUST 2022.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	_____	_____	_____	_____
Alderman Scott Dyke	_____	_____	_____	_____
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 1st DAY OF AUGUST 2022.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

65 ILCS 5/3.1-30-5

Statutes current with legislation through P.A. 102-984, except for portions of P.A. 102-813, of the 2022 Session of the 102nd Legislature.

Illinois Compiled Statutes Annotated > Chapter 65 MUNICIPALITIES (§§ 5/1-1-1 — 120/99-99) > Illinois Municipal Code (Arts. 1 — 11) > Article 3.1. Officers (Divs. 5 — 55) > Division 30. Appointed Officers in All Municipalities (§§ 5/3.1-30-5 — 5/3.1-30-25)

65 ILCS 5/3.1-30-5 Appointed officers in all municipalities.

(a) The mayor or president, as the case may be, by and with the advice and consent of the city council or the board of trustees, may appoint (1) a treasurer (if the treasurer is not an elected position in the municipality), (2) a collector, (3) a comptroller, (4) a marshal, (5) an attorney or a corporation counsel, (6) one or more purchasing agents and deputies, (7) the number of auxiliary police officers determined necessary by the corporate authorities, (8) police matrons, (9) a commissioner of public works, (10) a budget director or a budget officer, and (11) other officers necessary to carry into effect the powers conferred upon municipalities.

(b) By ordinance or resolution to take effect at the end of the current fiscal year, the corporate authorities, by a two-thirds vote, may discontinue any appointed office and devolve the duties of that office on any other municipal officer. After discontinuance, no officer filling the office before its discontinuance shall have any claim against the municipality for salary alleged to accrue after the date of discontinuance.

(c) Vacancies in all appointed municipal offices may be filled in the same manner as appointments are made under subsection (a). The city council or board of trustees of a municipality, by ordinance not inconsistent with this Code, may prescribe the duties, define the powers, and fix the term of office of all appointed officers of the municipality; but the term of office, except as otherwise expressly provided in this Code, shall not exceed that of the mayor or president of the municipality.

(d) An appointed officer of a municipality may resign from his or her office. If an appointed officer resigns, he or she shall continue in office until a successor has been chosen and has qualified. If there is a failure to appoint a municipal officer, or the person appointed fails to qualify, the person filling the office shall continue in office until a successor has been chosen and has qualified. If an appointed municipal officer ceases to perform the duties of or to hold the office by reason of death,

permanent physical or mental disability, conviction of a disqualifying crime, or dismissal from or abandonment of office, the mayor or president of the municipality may appoint a temporary successor to the officer.

History

[P.A. 87-1119, § 2](#); [88-537, § 5](#); [94-984, § 20](#).

Annotations

Notes

Editor's Notes

Section 99 of [P.A. 88-537](#) made the Act effective January 1, 1994, however, the Act was not approved until March 14, 1994.

Amendment Notes

The 1994 amendment by P.A. 88-537, effective January 1, 1994, approved March 14, 1994, added subsections (c) and (d).

The 2006 amendment by P.A. 94-984, effective June 30, 2006, made a gender-neutralizing change.

CASE NOTES

Appointment Powers

Board of Trustees

City Clerk

Creation of Policewomen's Bureau

Mayor

Outside Attorney

Police Chief

65 ILCS 5/3.1-35-10

Statutes current with legislation through P.A. 102-984, except for portions of P.A. 102-813, of the 2022 Session of the 102nd Legislature.

Illinois Compiled Statutes Annotated > Chapter 65 MUNICIPALITIES (§§ 5/1-1-1 — 120/99-99) > Illinois Municipal Code (Arts. 1 — 11) > Article 3.1. Officers (Divs. 5 — 55) > Division 35. Functions and Duties of Certain Municipal Officers (§§ 5/3.1-35-5 — 5/3.1-35-140)

65 ILCS 5/3.1-35-10 Mayor or president; removal of appointed officer

Except where otherwise provided by statute, the mayor or president may remove any officer appointed by the mayor or president under this Code, on any written charge, whenever the mayor or president is of the opinion that the interests of the municipality demand removal. The mayor or president shall report the reasons for the removal to the corporate authorities at a meeting to be held not less than 5 nor more than 10 days after the removal. If the mayor or president fails or refuses to report to the corporate authorities the reasons for the removal, or if the corporate authorities by a two-thirds vote of all members authorized by law to be elected disapprove of the removal, the officer thereupon shall be restored to the office from which the officer was removed. The vote shall be by yeas and nays, which shall be entered upon the journal of the corporate authorities. Upon restoration, the officer shall give a new bond and take a new oath of office. No officer shall be removed a second time for the same offense.

History

P.A. 87-1119, § 2.

Annotations

CASE NOTES

In General

Applicability

Appointment Powers