



## City Council Work Session

Crest Hill, IL

April 10, 2023

7:00 PM

Council Chambers

1610 Plainfield Road, Crest Hill, IL 60403

### Agenda

- [1.](#) City Center Construction Update
- [2.](#) Digital Advertising Sign Lease Agreement with BRT
- [3.](#) City Apparel Purchases and Future Policy -Non-union and Union Employees
- [4.](#) Approval of Foyer/Council Chamber Items
- [5.](#) IGA with Romeoville for Illuminated Street Sign at Pinnacle Dr and Renwick Rd.
- [6.](#) Commission Re-Appointments
- [7.](#) Approve an Ordinance Supplementing the Appropriation Ordinance for the Fiscal Year Beginning May 1, 2022, and Ending April 30, 2023, for transfers of line-item expenditures from one account code to another.
- [8.](#) Purchase of Vehicles
- [9.](#) Park District Office Lease
10. Public Comments
11. Committee/Liaison Updates
12. Mayor's Updates
13. City Administrator Updates
14. 5 ILCS 120/2(c)(6) - The setting of a price for sale or lease of property owned by the public body.
15. 5 ILCS 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

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.

employee of the public body or against legal counsel for the public body to determine its validity.



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

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**Meeting Date:** April 10, 2023  
**Submitter:** Jim Marino, City Administrator  
**Department:** Administration  
**Agenda Item:** City Center Construction Update

**Summary:** Shawn Thompson from Harbour Contractors expects Harbour's services to manage construction of the city center building to conclude on April 21. Shawn will attend the April 10 work session to provide a final update and answer questions. Attached is a letter from Shawn regarding closeout of his services.

**Recommended Council Action:** Discussion only.

**Financial Impact:** N/A

**Funding Source:**

**Budgeted Amount:**

**Cost:**

**Attachments:** Letter

March 31, 2023

Jim Marino  
City of Crest Hill  
1610 Plainfield Road  
Crest Hill, IL 60403

RE: Crest Hill Professional Services Agreement Closeout

Mr. Jim Marino:

Harbour Contractors, Inc. (HCI) has been honored to come alongside the City of Crest Hill (CCH) on their New City Center Facility working together to steer the project back on track and see it through Substantial Completion.

Our Agreement which is based on an Hourly Rate of a Price Not to Exceed Amount will be coming to a close, On or Before April 21, 2023. At which time we will have reached the agreed upon amount and involvement on the project will be concluded. HCI will provide our Final Billing / Invoice to CCH for processing.

The Project is currently Substantially Complete and Punch List Work as well as Final Cleaning is well underway. Come April 21, 2023 the Punch List Work and Final Cleaning should be completed or near completion with minor items remaining that we feel CCH to be more than capable of handling any potential open items related to the Punch List and / or Construction as well as any Financial work (i.e. invoices, pay apps, etc.) that may remain thereafter our contractual completion.

HCI will be providing CCH All Documentation gathered and developed for the project since our involvement and will be available for any questions that may arise thereafter. In the event that a particular topic / item requires substantial manpower / time to complete, HCI will Bill CCH at the same hourly rate as per our Original Contract Terms.

Should CCH desire HCI to remain involved past April 21, 2023 we most certainly can accommodate by either 1) Providing an Extension to Our Contract based on the current Terms or 2) provide a New Contract and Terms based on an Open Contract on a Time and Material basis.

If you should have any questions and / or concerns please contact us.

We have enjoyed our time together and wish many years of success and enjoyment to Crest Hill in their New City Center Facility.

Thank you



Shawn A Thompson  
Project Manager / Estimator  
E: sthompson@harbour-cm.com  
P: 331.201.3484



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 10, 2023
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	Digital Advertising Sign Lease Agreement with BRT

### Summary:

At the October 3, 2022 regular City Council, Ordinance 1927 was approved. The Ordinance authorized the execution of a Lease Agreement between the City of Crest Hill and BRT Outdoor, LLC. The approval was subject to legal descriptions and easements being included on Exhibit A for each of the 3 locations where digital message signs are to be installed. A fourth site was omitted from this initial agreement with the understanding that the Lease Agreement could be amended to add sites in the future, and the Agreement as authorized included language which would allow future modification if additional sites were agreed upon.

The agreement attached is ready for signature by the Mayor and now includes legal descriptions and exhibits for the two of locations which are owned by the City and/or within the City's Right-of-Way. Those two locations are as follows:

- NE corner of Theodore and Gaylord
- NW corner of Caton Farm and Kubinski

Work to acquire an easement from Menards for the third location (Weber Rd and City Center Blvd.) is ongoing but because the ROW has not yet been secured, the City Attorney has added language to the Lease which makes it clear that if the Menards easement cannot be secured, neither BRT nor the City would have any further obligations regarding that site. However, the initial discussions with Menards have been positive, but slow moving. In an effort to move forward now with respect to the other two sites, the added language regarding the Menards site has been inserted, reviewed, and approved by BRT. In addition, the City Attorney has added the following to Exhibit A:

Legal Descriptions and Exhibits Attached for Sites 2 and 3. Once Right-of-Way for Site 1 above is secured, said Legal Description and easement, once reviewed and approved by both parties, will be attached hereto and made part of the original Lease Agreement, and said Easement will be Recorded with the Will County Recorder's Office.

As referenced above, the fourth location in the original agreement as presented to Council (Renwick Road Curve) is still being investigated. Field work has been completed and we have determined that ownership of the parcel is under the control of the Will County Highway Department. The Highway Department is determining whether or not this is excess right- of-way. We have been told that this decision will take some time, but if we are able to secure ownership of the parcel, we can add the digital display site to the Lease Agreement per the Lease Terms.

**Recommended Council Action:**

Allow the execution of the agreement based on approved Ordinance 1927 and the requirement to include the legal descriptions and easements for 2 locations and the wording added by the City Attorney for the Menards and future locations.

**Financial Impact:**

**Funding Source:** n/a

**Budgeted Amount:** n/a

**Cost:** n/a

**Attachments:**

BRT and Crest Hill Digital Lease Agreement-Original.pdf

Ordinance 1927 Ordinance Approving a Lease Agreement between the city and with BRT Outdoor, LLC.pdf

## 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" includes the Video Panels and the stone/brick base on which the Video Panels are mounted. The term "City Display Site(s)" refers to the location of the Digital Displays as depicted on Exhibit A, which is attached hereto and incorporated herein.

With respect to the City Display Site located at the southeast corner of Weber Road and City Center Drive, BRT hereby acknowledges that at the time of execution of this Lease Agreement, the City does not have ownership, Right-of-Way, or Easement rights to the Display Site. The City is currently attempting to secure Easement rights to the Display Site and will make all reasonable efforts to secure said Easement rights. If said Easement rights cannot be secured, then neither the City nor BRT shall have any further obligation or responsibility regarding the City Display Site located at the southeast corner of Weber Road and City Center Drive and said site shall no longer be considered part of this Lease Agreement.

If, at a later date, additional Digital Displays on other City Display Sites are contemplated, then this Agreement may be amended, with the written consent of both parties, by a written Addendum adding additional City Display sites and the terms and conditions upon which the additional Digital Displays are to be designed, constructed, maintained and utilized, including but not limited to any additional financial terms and conditions.

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 last of the enumerated Digital Displays (the "Expiration Date") (hereinafter the time from Commencement Date to Expiration Date shall be referred to as the "Initial Term". Within thirty (30) business days from the completion and full operation of the last of the enumerated Digital Displays, BRT shall provide written notification to the City stating the date of completion and full operation of the last of the enumerated Digital Displays.

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 its 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 VISIBILITY**

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. To avoid the inadvertent suggestion of City endorsement or opposition, the Digital Display may not be used for the display, promotion or advertisement of 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 within 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 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 of City may from time to time designate by notice.

**CITY OF CREST HILL**

**BRT OUTDOOR, LLC**

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

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**

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

ATTEST: \_\_\_\_\_

**BRT OUTDOOR, LLC**  
An Illinois Limited Liability Company

BY:   
Todd Sanders

ATTEST:   
William Przytylski

**EXHIBIT A****City Display Site**

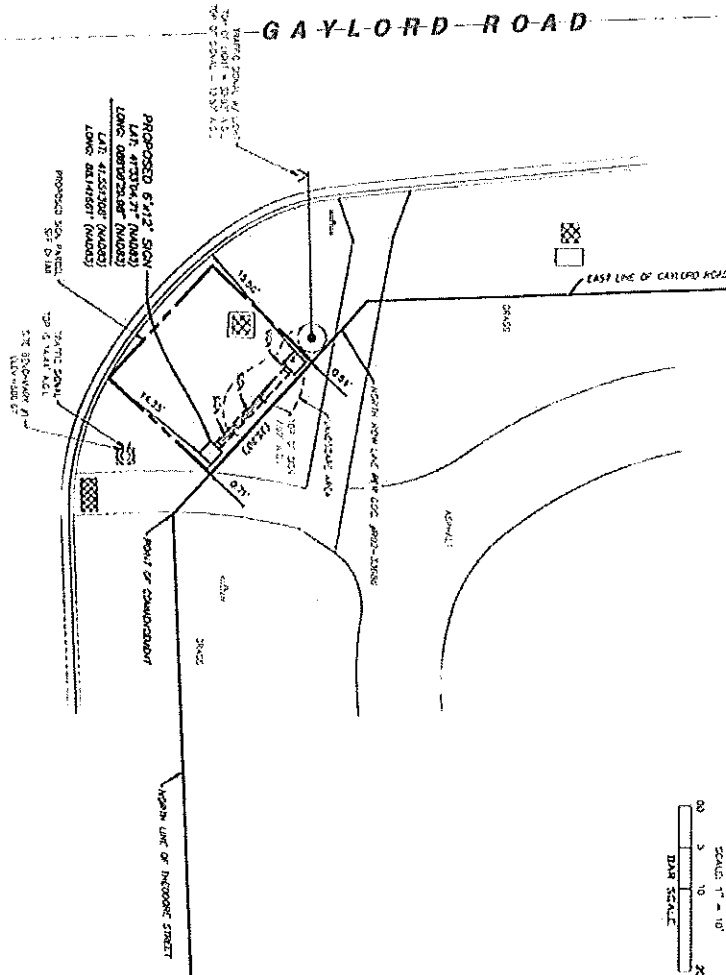
- 1) SE corner of Weber Road and City Center – double sided 8'x16' or 9' x 18'
- 2) NE corner of Theodore and Gaylord – single face 6'x12'
- 3) NW corner of Caton Farm and Kubinski – double sided 6' x 12'

**Exhibit A-Legal Descriptions and Exhibits Attached for Sites 2 and 3. Once Right-Of-Way for Site 1 above is secured, said Legal Description and easement, once reviewed and approved by both parties, will be attached hereto and made part of the original Lease Agreement, and said Easement will be Recorded with the Will County Recorder's Office.**



LEGAL DESCRIPTION FOR DIGITAL DISPLAY SITE AT THEODORE STREET AND GAYLORD ROAD

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THEODORE STREET AND THE NORTH LINE OF RIGHT OF WAY DEDICATED TO WILL COUNTY PER DOCUMENT NUMBER R92-33686; THENCE NORTH 47 DEGREES 08 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE PER DOCUMENT NUMBER R92-33686 A DISTANCE OF 6.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42 DEGREES 51 MINUTES 41 SECONDS WEST, 17.00 FEET; THENCE NORTH 47 DEGREES 08 MINUTES 19 SECONDS WEST, 18.50 FEET; THENCE NORTH 42 DEGREES 51 MINUTES 41 SECONDS EAST, 17.00 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 47 DEGREES 08 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



**SIGN EXHIBIT**

NORTHEAST CORNER  
OF GAYLORD RD AND THEODORE ST  
CREST HILL, ILLINOIS



For a full description of the services we offer, please contact us at 1-800-368-6272 or visit our website at [www.rockwellautomation.com](http://www.rockwellautomation.com).  
 For more information, please contact us at 1-800-368-6272 or visit our website at [www.rockwellautomation.com](http://www.rockwellautomation.com).  
 For more information, please contact us at 1-800-368-6272 or visit our website at [www.rockwellautomation.com](http://www.rockwellautomation.com).

[illegible]

NOTES.

1. FIELD WORK COMPLETED ON 26/05/72

2. DISAPPOINTED BY WEATHER AND BY A WIND REPORT, BUT BY EXHAUSTION, PULVERIZED STRIDERS AND OTHER LOCAL METHODS ON SHOWN FIELDS.

3. CARRYING EQUIPMENT FOR NEW DISCOVERY

4. BASE OF RESEARCH 5. TRAIL OPEN BASED ON LUNAR STAIR

6. LAY DISCOVERY'S FIELD WITHIN THE DISCOVERY WIND TO BE REPORTED TO THE DISCOVERY AS SOON AS POSSIBLE

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss

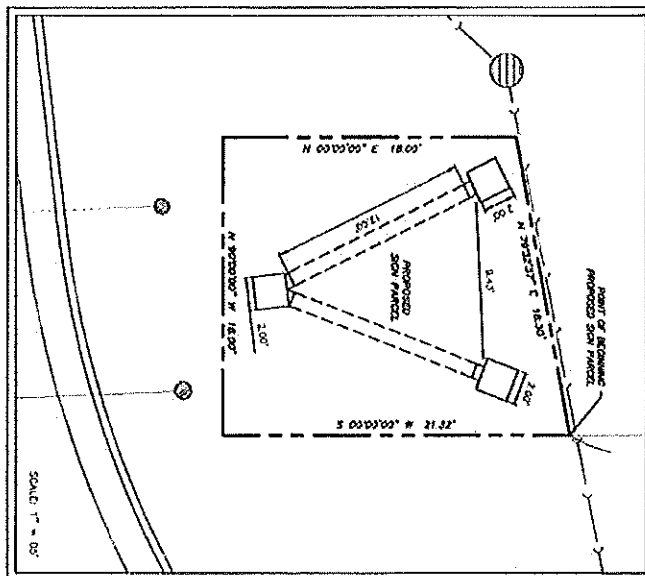
[illegible]

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-007570-0015

DATE :	11/01/22
SCALE :	1"=10'
DRAWN :	KCH
BOUNDARY :	N/A
FIELD WORK :	BSA
CHECK :	FM
JOB :	SZ200123
SHEET	
S-1	
OF ONE SHEETS	

LEGAL DESCRIPTION FOR DIGITAL DISPLAY SITE AT CATON FARM ROAD AND LEN  
KUBINSKI DRIVE

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN WEBER FARM CROSSINGS OF CREST HILL, RECORDED SEPTEMBER 27, 2005 AS DOCUMENT NUMBER R2005166985; THENCE SOUTH 87 DEGREES 57 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 25.46 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 38.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 21.32 FEET; NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 18.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 79 DEGREES 32 MINUTES 37 SECONDS EAST, 18.30 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.



20

**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 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 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.

***0. City and BRT's Protective Liability Insurance***

If 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. 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 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.



**ORDINANCE NO. 1921****AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF CREST HILL AND BRT OUTDOOR, LLC REGARDING DIGITAL VIDEO DISPLAY MULTIPLE MESSAGE SIGNS**

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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 to protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the City of Crest Hill, as an Illinois Municipal Corporation, has the authority to acquire and hold real estate for any purpose; and

**WHEREAS**, the City of Crest Hill has the express authority and power, pursuant to Section 11-76-1 of the Illinois Municipal Code, to lease its real estate for any term not exceeding ninety-nine (99) years (65 ILCS 5/11-76-1); and

**WHEREAS**, the Corporate Authorities of the City of Crest Hill have determined that it is in the best interests of the City of Crest Hill to enter into an agreement for the design, construction, operation and maintenance of digital video display multiple message signs to be located at certain sites in the City which are either owned by the City or for which the City has acquired easement rights or other right of way permission; and

**WHEREAS**, BRT Outdoor, LLC. is a company with extensive experience with the design, construction, operation, and maintenance of digital video display multiple message signs and has worked extensively with municipal governments; and

**WHEREAS**, the City of Crest Hill and BRT Outdoor, LLC. have negotiated a twenty (20) year Lease Agreement under which BRT Outdoor, LLC. will design, construct, operate and maintain, at no cost to the City, digital video display multiple message signs at four (4) locations within the City of Crest Hill which are either owned by the City or for which the City has or will acquire easement rights or other right of way permission; and

**WHEREAS**, under the terms of the Lease Agreement with BRT Outdoor, LLC., the City of Crest Hill will receive certain digital display space on each of the digital video display multiple message signs at no charge or cost to the City; and

**WHEREAS**, the display space on the digital video display multiple message signs will be of immense value to the City of Crest Hill and its residents for the communication and dissemination of important City information to the public; and

**WHEREAS**, the Corporate Authorities of the City of Crest Hill have determined that the Lease Agreement with BRT Outdoor, LLC. should be approved and the Mayor authorized to execute said Lease Agreement on behalf of the City of Crest Hill.

**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 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 of Crest Hill, by a vote of three-fourths (3/4) of the Corporate Authorities holding office, hereby approves the Lease Agreement with BRT Outdoor, LLC for the design, construction, operation, and maintenance of digital video display multiple message signs at four (4) sites within the City of Crest Hill, a copy of which is attached hereto as Exhibit A and incorporated herein, subject to the inclusion of the Display Site Legal Descriptions and PIN numbers in the Lease Agreement's Exhibit A.

**SECTION 3:** The Mayor is hereby authorized to execute the Lease Agreement with BRT Outdoor, LLC. for the design, construction, operation, and maintenance of digital video display multiple message signs.

**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:** 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.

*[left intentionally blank]*

PASSED THIS 3<sup>RD</sup> DAY OF OCTOBER 2022.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Scott Dyke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderwoman Claudia Gazal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Darrell Jefferson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Tina Oberlin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Mark Cipiti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Nate Albert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Joe Kubal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Raymond R. Soliman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

  
Christine Vershay-Hall, City Clerk

APPROVED THIS 3<sup>RD</sup> DAY OF OCTOBER 2022.

  
Raymond R. Soliman, Mayor

ATTEST:

  
Christine Vershay-Hall, City Clerk



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 10, 2023
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	City Apparel Purchases and Future Policy -Non-union and Union Employees

**Summary:** To help the city control costs and provide a consistent policy for employees, staff would like to have a discussion on the purchasing of apparel that represents the city and the city cost share to these purchases. This discussion and policy on apparel purchases applies to only non-union and union employees (**excluding union employees in public works water and sewer that have uniforms supplied by Aramark or police officers**).

For the most part employees that are defined above who work in city hall and department heads are not wearing clothing that has the Crest Hill logo on it. It is our understanding that employees are not required to wear clothing that requires the Crest Hill logo on it.

If the statement above is true, the city is not requiring uniforms for staff. Then the agreement between the city and the union employees (not excluded above) are not required to wear a uniform. So per the current agreement with the union the city would not be required to provide apparel with the city logo on at no expense to the employee.

Therefore, if council does not require staff to wear clothing with the city logo on it then a policy will need to be put into place for the purchasing of apparel with the city logo so that costs can be controlled and to provide a consistent policy for current and future employees who want to show their support for the city.

Staff has reached out to a local company that can provide a variety of work apparel at a reasonable cost. The company is Ken Woody's Sports and More located in Joliet and the website where the type of apparel available is [www.ssactivewear.com](http://www.ssactivewear.com). This company can provide the apparel at the cost shown on the website and will also include the Crest Hill logo on each item for no additional fee.

Some suggestions to discuss for current employees are as follows:

- In order to promote the new city logo approve each non-union or union employee to purchase 1 shirt and 1 pullover for a maximum amount of \$120 from the website above or another website approved by their supervisor at 100% city cost. (+/- 30 employees)
- Provide select shirts and pullovers from the website that staff can pick from and then allow them to pick 1 shirt and 1 pullover from this selection at 100% city cost.

Please Note:

1. At an earlier work session, the purchase of apparel was discussed in order to provide council and non-union staff with 1 new shirt and 1 new pullover jacket which would include the city's new logo on them.
2. The engineering department is willing to coordinate this initial purchase with the vender and the finance department.

Policy for Future or New Hires Apparel Purchase.

The next topic for discussion is to come up with policy for apparel purchased in the future for non-union and union employees. The following are some suggestions that could be part of this policy:

1. All new hire non-union or union staff will be provided with an allowance up to \$120 for the purchase of 1 shirt and 1 pullover from the company specified by his supervisor at 100% city cost after 6 months of service.
2. Any existing non-union and union staff member can purchase additional apparel items through the city. The employee will receive a discount of \$20 maximum off of each purchase up to a maximum of \$40 for each fiscal year.

**Recommended Council Action:**

Are non-union and union employees (**excluding union employees in public works water and sewer that have uniforms supplied by Aramark or police officers**) required to wear clothing each day of work with a Crest Hill Logo on it?

To direct staff to how to move forward with the purchase of 1 new shirt and 1 new pullover for existing non-union staff and city council to promote the new city logo.

To direct staff on the outline of a new apparel purchasing policy for new hires and additional apparel purchase for existing non-union and union employees.

**Financial Impact:**

**Funding Source:** General Fund

**Budgeted Amount:** TBD

**Cost:** TBD

**Attachments:**

None



## City Council Agenda Memo

Crest Hill, IL

**Meeting Date:** 4/10/2023  
**Submitter:** Mark Siefert  
**Department:** Public Works  
**Agenda Item:** Approval of Foyer/Council Chamber Items

**Summary:**

At the last work session staff presented a plan of what was to be moved, along with what was to be purchased for the new City Center. This memo and presentation will show the exact items, prices, and purchase locations for the items that must be purchased.

**Vertical Literature Racks- Foyers of City Admin/Police**





These come in 1/5/10 tiers.

5 tier-silver- \$60.99

10 tier- silver- \$124.99

Purchase company- Displays2go

I would ask for councils' approval to work with the different departments to see how many each of them would need. This is also a company that will be around so we can always add more.

### **Current Council Member List- Letter Board- Foyer of Council Chambers**



30x36- silver- \$531.99

Purchase Company-Corkboards2go

I would ask for councils' approval on this item along with an additional set of letters for \$53.99. As Council can see staff is trying to keep everything the same silver color as the current message boards that are being moved from the current city hall.

### **Flag Poles for City Council Chambers**

12' Indoor Display Flagpole w/ eagle- \$499.50

(2) 9' Indoor Display Flagpole w/eagle- \$242.50

5' x 8' Indoor American Flag (with gold fringe)- \$199.50

4' x 6' Indoor Illinois Flag (with gold fringe)- \$129.50

Purchase company- Flags.com

**Question-** Would you like the current Crest Hill flag used, or would you like a flag with the new logo and gold fringe. Quote is roughly around \$200 for our new logo and the gold fringe, double sided, 4'x6'.

**Garbage Cans- Foyer of City Admin/PD, also Council Chambers**



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12 Gallon-2 in 1- Silver Garbage/Recycle \$304- Amazon.com



Roll over image to zoom in

30 Gallon- 2 in 1- \$279.96

These are the two best options I have found online that would fit our needs. We would need four of these garbage cans. Foyer of City Admin, Foyer of PD, Foyer of Council Chambers, Council exit of Council Chambers.

### **Financial/Budgeting:**

I believe that these items along with anything that will be a “operational” item should not be attributed to the construction of the building and should be pulled out of the building maintenance operational budget. I would like council’s concurrence that items like this and the garbage cans for staff areas, toiletries, janitorial supplies start being pulled from our operational budget, and we would follow the purchasing policy. There are going to be a lot of items that staff is going to have to purchase to get ready for the move/operating in a new building that has nothing to do with the actual construction of the building.

### **Recommended Council Action:**

Guide staff in the proper direction as to whether council approves of these choices and will allow staff to make the purchases. Also allow staff to continue making purchases for the move/operation of city center out of the building maintenance budget per the purchasing policy.

**Financial Impact:**

**Funding Source:** General Fund/Building Maintenance

**Budgeted Amount:** n/a

**Cost:** n/a

**Attachments:**



## City Council Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	4/10/2023
<b>Submitter:</b>	Mark Siefert, Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	IGA with Romeoville for Illuminated Street Sign at Pinnacle Dr and Renwick Rd.

### Summary:

Last year, the Village of Romeoville constructed an entrance from Pinnacle Dr to Renwick Rd. There is currently a three-way traffic signal there. The Southern leg of the traffic signal has an illuminated street sign saying Renwick Rd., Village of Romeoville, which is located in the City of Crest Hill.

Staff is proposing this IGA with Romeoville where we would buy one new piece of glass that says, Renwick Rd., City of Crest Hill.

Romeoville would maintain all parts of the light except for the glass that states City of Crest Hill.

### Recommended Council Action:

Approve the IGA with the Village of Romeoville at the next City Council meeting.

### Financial Impact:

**Funding Source:** n/a

**Budgeted Amount:**

**Cost:**

### Attachments:

Draft IGA with Romeoville



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND THE  
VILLAGE OF ROMEOVILLE, WILL COUNTY ILLINOIS**

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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, pursuant to Article VII, Section 10 of the Illinois State Constitution (ILL. CONST., Art. VII, § 10) and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3), the Corporate Authorities of the City are authorized to enter into contracts with other Illinois units of local government in order to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the City has negotiated an intergovernmental agreement with the Village of Romeoville, Illinois, another Illinois unit of local government, concerning the installation and maintenance of an illuminated street name sign at the intersection of Pinnacle Drive and Renwick Road (the "IGA"), a copy of which is attached hereto as Exhibit A and fully incorporated herein; and

WHEREAS, the City Council has reviewed the IGA and determined that the conditions, terms, and provisions of the IGA are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to enter into the IGA with the Village of Romeoville.

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 thereto and made a part hereof.

SECTION 2: IGA APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the IGA (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 IGA, 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 IGA with the Village of Romeoville.

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 publication according to law.

*[Intentionally Blank]*



PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

	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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

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

# **EXHIBIT A**

## **INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the “Agreement”) is made and entered into by and between the City of Crest Hill, an Illinois municipal corporation located in Will County, Illinois (the “City”), and the Village of Romeoville, an Illinois municipal corporation located in Will County, Illinois (the “Village”), as of the Effective Date (defined below). The Village and the City may be referred individually as a “Party” or collectively as the “Parties” where appropriate.

### **RECITALS**

**WHEREAS**, Pinnacle Drive is a public highway located in, and under the jurisdiction of, the Village, lying north of Renwick Road; and

**WHEREAS**, Pinnacle Drive intersects with Renwick Road, which is a public highway located in the City and under the jurisdiction of Will County (the “Intersection”); and

**WHEREAS**, the Village has installed certain traffic signals and related traffic control devices at the Intersection, including without limitation lighted street name signs for both Pinnacle Drive and Renwick Road; and

**WHEREAS**, the City desires that the lighted street name signs for Renwick Road indicate the fact that said road lies within the corporate boundaries of the City; and

**WHEREAS**, the Village is willing to allow the installation of said street name signs, provided that the City agrees to pay for, provide, install, and maintain any and all glass sign faces and lightbulbs necessary for such signs’ operation; and

**WHEREAS**, the City is willing to pay for, provide, install, and maintain any and all glass sign faces and lightbulbs necessary for such signs’ operation, provided that the Village will continue to provide electrical power to said signs, as well as to maintain all other traffic signals and related traffic control devices presently under the control and jurisdiction of the Village and/or otherwise presently maintained by the Village; and

**WHEREAS**, the Parties are authorized to enter into this agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3).

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and the Village agree as follows:

### **AGREEMENT**

1. **Recitals Incorporated.** the Parties hereby find and declare that all of the recitals set forth in the preamble to this Agreement, above, are true, accurate, and complete. Furthermore, the Parties hereby declare that the statements, representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section. In addition, all exhibits referred to in the preamble to this Agreement, or elsewhere in this Agreement, and attached hereto or incorporated herein by textual reference are hereby made a part of this Agreement as though they were fully set forth in this Section.

## 2. **Renwick Road Lighted Street Name Signs.**

- 2.1. The City agrees that it will provide, install, and maintain any and all glass sign faces and lightbulbs necessary to operate the lighted street name signs for Renwick Road at the intersection, all at the City's sole cost and expense.
- 2.2. The Village agrees that it will continuously provide all electrical power necessary for the operation of the lighted street name signs for Renwick Road at the Intersection at the Village's sole cost and expense.
- 2.3. The Village further agrees that it will continue maintain any and all other traffic signals and related traffic control devices located at the Intersection and presently (i) under the control and jurisdiction of the Village and/or (ii) otherwise presently maintained by the Village.

## 3. **General Provisions.**

- 3.1. **Effective Date.** The "Effective Date" of this Agreement shall be the first date on which it is fully executed by all Parties.
- 3.2. **Term of Agreement.** The term of this Agreement begins on the Effective Date and shall continue until December 31, 2032 (the "Termination Date"). Upon the Termination Date, as well as each subsequent Termination Date, this Agreement shall be automatically extended for an additional term of ten (10) years unless either Party notifies the other Party of its intention to terminate this Agreement in writing not more and ninety (90) days and not less than thirty (30) days prior to the Termination Date.
- 3.3. **Successors and Assigns.** The covenants, terms, conditions, representations, warranties, agreement, and undertakings set forth in this Agreement are intended to and shall be binding upon and inure to the benefit of the Parties, as well as any of their successors, assigns, and heirs.
- 3.4. **Notice.** Any notice required or contemplated by this Agreement shall be in writing and shall be either (i) personally delivered or (ii) mailed by (a) U.S. certified mail, return receipt requested and postage pre-paid, or (b) nationally recognized private carrier (such as FedEx or UPS) to the Parties at the following addresses:

<i>If to the City:</i>	The City of Crest Hill 1610 Plainfield Road Crest Hill, Illinois 60403 Attn: Mayor
<i>With a copy to:</i>	Michael R. Stiff <b>Spesia &amp; Taylor</b> 1415 Black Road Joliet, Illinois 60435
<i>If to the Village:</i>	Village of Romeoville 1050 West Romeo Road Romeoville, Illinois 60446 Attn: Mayor

With a copy to: Richard E. Vogel  
**Tracy Johnson & Wilson**  
 2801 Black Road, 2d Floor  
 Joliet, Illinois 60435

Any notice given pursuant to this Section shall be deemed delivered and effective as follows: (i) if personally delivered, then on the date of such delivery; (ii) if mailed by U.S. certified mail, return receipt requested, postage pre-paid, then on the fifth (5<sup>th</sup>) business day after it was deposited in said mail; or (iii) if mailed by nationally-recognized private carrier (such as FedEx or UPS), then on the third (3<sup>rd</sup>) business day after it is deposited with said mail carrier.

- 3.5. Merger and Integration; Amendments. This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby, and all prior agreements, negotiations, and undertakings related thereto are expressly merged herein and superseded hereby. This Agreement may be amended by, and only by, a written instrument which is approved and executed by both of the Parties.
- 3.6. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements, and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of any Party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 3.7. Performance of Agreement. Time is of the essence for this Agreement and each and every provision hereof.
- 3.8. Choice of Law; Choice of Forum. This Agreement is made under and by virtue of the laws of the state of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles. 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, the Parties shall each be responsible for its own attorneys' fees and costs of suit.
- 3.9. Severability. Each provision of this Agreement shall be considered severable. If for any reason any provision is determined to be illegal or unenforceable by any court or other adjudicative body of competent jurisdiction, such illegality or unenforceability shall not affect the legality or enforceability of the remaining provisions of this Agreement; rather, such illegal or unenforceable provision shall be deemed severable herefrom. No Party to this Agreement shall challenge the legality and enforceability of, or assert the illegality or unenforceability of, any provision of this Agreement.

- 3.10. Captions and Paragraphs Headings. The captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 3.11. No Interpretation Against the Drafter. This Agreement is the product of mutual arms-length negotiation and drafting, and each Party has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement.
- 3.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all together shall constitute a single document.

*[Intentionally Blank]*

**WHEREFORE**, the Parties have executed this Agreement as of the dates set forth below their respective signatures.

**City of Crest Hill**

\_\_\_\_\_  
By: Raymond R. Soliman

Its: Mayor

Date: \_\_\_\_\_

**Village of Romeoville**

\_\_\_\_\_  
By: John D. Noak

Its: Mayor

Date: \_\_\_\_\_

State of Illinois                 )  
County of Will                  ) §§

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## ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Raymond R. Soliman, Mayor of the City of Crest Hill, Will County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said City of Crest Hill, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public (seal)



[illegible]

## ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT John D. Noak, Mayor of the Village of Romeoville, Will County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Village of Romeoville for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public



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

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**Meeting Date:** April 10, 2023  
**Submitter:** Mayor Raymond R. Soliman  
**Department:** Mayor  
**Agenda Item:** Commission Re-Appointments

**Summary:**

I am recommending to re-appoint Nick Weiss to the civil service commission, and Jan Plettau and Angelo Deserio to the Plan Commission at the April 10, 2023 work session for three year terms that will expire on May 1, 2026. I ask for your concurrence.

**Recommended Council Action:** Approval.

**Financial Impact:**

**Funding Source:**

**Budgeted Amount:**

**Cost:**

**Attachments:**

Raymond R. Soliman  
Mayor

Christine Vershay-Hall  
Clerk

Glen Conklin  
Treasurer

Ward 1  
Scott Dyke  
John Vershay

Ward 2  
Claudia Gazal  
Darrell Jefferson

Ward 3  
Tina Oberlin  
Mark Cipiti

Ward 4  
Nate Albert  
Joe Kubal

Jim Marino  
City Administrator



**DATE:** April 10, 2023

**TO:** City Administrator and City Council

**RE:** Commission Re-appointments

I would like to update you on the three commissioners whose terms expire on May 1, 2023. I have spoken with all three commissioners individually and my recommendations are as follows:

**1.) Civil Service Commission**

Nick Weiss was appointed to the Civil Service Commission on April 2, 2018 and has been serving for the past 5 years. Nick Weiss has agreed to serve his second three-year term which will expire on May 1, 2026. His re-appointment will take place at the April 17, 2023 city council meeting. I ask for your concurrence.

**2.) Plan Commission**

A) Jan Plettau was appointed in January 2016 and has been serving for the past 7 years. Jan will be serving his third three year term on the Plan Commission which will expire May 1, 2026. His re-appointment will take place at the April 17, 2023 city council meeting. I ask for your concurrence.

B) Mr. Angelo Deserio was appointed to the Crest Hill Plan Commission on August 3, 2020. Angelo Deserio has agreed to serve his second three year term that will expire on May 1, 2026. His re-appointment will take place at the April 17, 2023 city council meeting. I ask for your concurrence.

If you have any questions or concerns, please feel free to contact me.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Raymond R. Soliman".

Raymond R. Soliman  
Mayor  
City of Crest Hill

**CITY OF CREST HILL**

1610 Plainfield Road  
Crest Hill, IL 60403  
815-741-5100  
cityofcresthill.com



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 17, 2023
<b>Submitter:</b>	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
<b>Department:</b>	Treasurer's Office
<b>Agenda Item:</b>	Approve an Ordinance Supplementing the Appropriation Ordinance for the Fiscal Year Beginning May 1, 2022, and Ending April 30, 2023, for transfers of line-item expenditures from one account code to another.

**Summary:** Under the City's current Budget Appropriation Ordinance, individual departments cannot exceed the annual budgeted amount for a specific line item without City Council approving an Appropriation Ordinance amendment. Exhibit A outlines the necessary transfers between expenditure line items to ensure that the City is in compliance with its current Budget Appropriation Ordinance. The net budgetary impact to the City's Fiscal Year 2022 ~ 2023 overall fund balance is zero.

Please see Exhibit A for the details on requested line-item transfers.

**Recommended Council Action:** Approve an ordinance amending the budget appropriation ordinance for Fiscal Year 2022-2023 in the net amount of \$0.

**Financial Impact:**

**Funding Source:** N/A

**Budgeted Amount:** N/A

**Cost:** \$0

**Attachments:** AN ORDINANCE SUPPLEMENTING THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023 FOR THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE SUPPLEMENTING THE APPROPRIATION ORDINANCE FOR THE  
FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023 FOR THE CITY OF  
CREST HILL, WILL COUNTY, ILLINOIS**

**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**, on May 16, 2022 the City Council passed Ordinance No. 1902 entitled "An Ordinance Making Appropriations for All Corporate Purposes for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023 for the City of Crest Hill, Will County, Illinois" (hereinafter referred to as the "Fiscal Year 2022-2023 Appropriation Ordinance"); and

**WHEREAS**, there were additional fund balances available to the City when the Fiscal Year 2022-2023 Appropriation Ordinance was adopted but which were not appropriated at that time; and

**WHEREAS**, pursuant to Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-2-9), the corporate authorities are authorized to adopt a supplemental appropriation ordinance to create supplemental appropriations in an amount not in excess of the aggregate of any additional revenue available to the City, or estimated to be received by the City after the adoption of the of the annual appropriation ordinance for that fiscal year, or from fund balances available when the annual appropriation ordinance was adopted but that were not appropriated at that time; and

**WHEREAS**, the City Council desires to amend the Fiscal Year 2022-2023 Appropriation Ordinance and adopt the supplemental appropriation for the transfer of line item expenses as set forth in this Ordinance; and

**WHEREAS**, the City Council has determined that it is necessary, expedient, and in the best interests of the City and its citizens to amend the Fiscal Year 2022-2023 Appropriation Ordinance and adopt the supplemental appropriation as set forth 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:** That the Appropriations listed below in the Ordinance Making Appropriations for All Corporate Purposes for the Fiscal Year Beginning May 1, 2022, and Ending April 30, 2023, for the City of Crest Hill, Will County, Illinois, commonly known as City of Crest Hill Ordinance No. 1902, are hereby amended to correspond with the new amounts appropriated on **Exhibit A** (attached hereto and incorporated herein).

**SECTION 3:** Any unexpended balance of any item of any appropriation made by this Ordinance may be expended in making up any insufficiency in any item of appropriation made by this Ordinance, as may be directed by the City Council, by appropriate action.

**SECTION 4:** That all other provisions of City of Crest Hill Ordinance No. 1902, as amended, except for the supplemental appropriation as described above, shall remain in full force and effect without change.

**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.

**SECTION 8:** That this Ordinance shall be in full force and effect from and after the end of the current fiscal year as provided by law.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

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

# EXHIBIT A

EXHIBIT A

Account	Description	Original Appropriation	July 5, 2022 Supplemental Appropriation	July 5, 2022 Amended Appropriation	August 29, 2022 Supplemental Appropriation	August 29, 2022 Amended Appropriation	September 6, 2022 Supplemental Appropriation	October 17, 2022 Supplemental Appropriation	October 17, 2022 Amended Appropriation	April 10, 2023 Supplemental Appropriation	April 10, 2023 Aggregate Appropriation
<b>General Fund</b>											
<b>Officials Department</b>											
01-01-4100	Salaries	\$ 55,000								\$ 4,000	\$ 59,000
01-01-4220	Medicare	\$ 725								\$ 2,000	\$ 2,725
01-01-5300	Contractual Services	\$ 7,500								\$ (2,375)	\$ 5,125
01-01-5323	Insurance & Bonding	\$ 1,250								\$ (1,250)	\$ -
01-01-5343	Meal Expense	\$ 500								\$ 500	\$ 1,000
01-01-5383	Beautification Committe	\$ 1,000								\$ (625)	\$ 375
01-01-5400	Material & Supplies	\$ 3,000								\$ (2,250)	\$ 750
<b>Police</b>											
01-02-4100	Salaries	\$ 3,245,798								\$ (54,000)	\$ 3,191,798
01-02-4120	Overtime	\$ 200,000								\$ 43,000	\$ 243,000
01-02-5310	Outside Services	\$ 14,000								\$ 5,000	\$ 19,000
01-02-5342	Travel Expenses	\$ 2,000								\$ 1,000	\$ 3,000
01-02-5400	Material & Supplies	\$ 47,700								\$ 5,000	\$ 52,700
<b>Streets</b>											
01-03-4110	Seasonal Salaries	\$ -								\$ 10,000	\$ 10,000
01-03-4120	Overtime	\$ 15,000								\$ 10,000	\$ 25,000
01-03-4121	Clerical Overtime	\$ 500								\$ 500	\$ 1,000
01-03-4220	Medicare	\$ 7,900								\$ 1,000	\$ 8,900
01-03-4230	Unemployment Benefit	\$ -								\$ 1,000	\$ 1,000
01-03-4100	Salaries	\$ 415,600								\$ (22,500)	\$ 393,100
<b>Facilities Maintenance</b>											
01-04-4110	Seasonal Salaries	\$ 60,000								\$ (57,628)	\$ 2,372
01-04-4100	Salaries	\$ 90,000								\$ (35,000)	\$ 55,000
<b>Information Technology</b>											
01-06-4100	Salaries	\$ 122,400								\$ (59,693)	\$ 62,707
01-06-4200	Insurance Benefit	\$ 21,000								\$ (8,341)	\$ 12,659
01-06-4210	FICA	\$ 7,500								\$ (3,160)	\$ 4,340
01-06-4220	Medicare	\$ 1,200								\$ (185)	\$ 1,015
01-06-4230	Unemployment Benefit	\$ -								\$ 52	\$ 52
01-06-4240	IMRF Expense	\$ 8,400								\$ (3,689)	\$ 4,711
01-06-5301	Technology Services	\$ 260,373								\$ 122,627	\$ 383,000
01-06-5350	Utilities	\$ 21,678								\$ 45,531	\$ 67,209



EXHIBIT A

Account	Description	Original Appropriation	July 5, 2022 Supplemental Appropriation	Amended Appropriation	August 29, 2022 Supplemental Appropriation	Amended Appropriation	September 6, 2022 Supplemental Appropriation	Amended Appropriation	October 17, 2022 Supplemental Appropriation	Amended Appropriation	April 10, 2023 Aggregate Appropriation
<b>Fleet Vehicle Maintenance</b>											
01-07-4120	Overtime	\$ 20,000									\$ -
01-07-4122	Mechanic Overtime	\$ -									\$ 35,000
01-07-4200	Insurance Benefit	\$ 49,500									\$ 55,500
01-07-4210	FICA	\$ 10,250									\$ 12,750
01-07-4220	Medicare	\$ 2,400									\$ 3,900
<b>Administration Department</b>											
01-10-4101	Clerical Salaries	\$ 246,437									\$ 206,437
01-10-5350	Utilities	\$ 80,000									\$ 120,000
01-10-5345	Dues & Subscriptions	\$ 40,000									\$ 14,486
<b>Clerk</b>											
01-11-4100	Salaries	\$ -									\$ 5,000
01-11-4101	Clerical Salaries	\$ 155,000									\$ (10,000)
01-11-4230	Unemployment Benefit	\$ -									\$ 1,000
<b>Treasurer</b>											
01-12-4121	Clerical Overtime	\$ -									\$ 3,000
01-12-4230	Unemployment Benefit	\$ -									\$ 500
01-12-4101	Clerical Salaries	\$ 143,000									\$ (3,500)
<b>Community Development</b>											
01-16-4101	Clerical Salaries	\$ 108,000									\$ 67,000
01-16-4230	Unemployment Benefit	\$ -									\$ 500
01-16-5300	Contractual Services	\$ 95,000									\$ 200,000
01-16-5401	Office Supplies	\$ 5,000									\$ 2,000
01-16-4100	Salaries	\$ 387,881									\$ (269,500)
<b>Non-Home Rule</b>											
Account Number											
06-00-5001	Food 4 Less Econ. Incentive	\$ 17,000									\$ 28,000
06-00-8110	Property Tax Rebate	\$ 250,000									\$ (28,000)

EXHIBIT A

Account	Description	Original Appropriation	July 5, 2022 Supplemental Appropriation	July 5, 2022 Amended Appropriation	August 29, 2022 Supplemental Appropriation	September 6, 2022 Supplemental Appropriation	October 17, 2022 Supplemental Appropriation	October 17, 2022 Amended Appropriation	April 10, 2023 Supplemental Appropriation	April 10, 2023 Aggregate Appropriation
<b>Water</b>										
07-06-4100	Salaries	\$ 295,000							\$ (70,000)	\$ 225,000
07-06-4101	Clerical Salaries	\$ 50,874							\$ 2,000	\$ 52,874
07-06-4110	Seasonal Salaries	\$ 6,667							\$ 8,000	\$ 14,667
07-06-4120	Overtime	\$ 20,000							\$ 22,000	\$ 42,000
07-06-4121	Clerical Overtime	\$ -							\$ 1,000	\$ 1,000
07-06-4124	Utility Repair Overtime	\$ -							\$ 10,000	\$ 10,000
07-06-4200	Insurance Benefit	\$ 93,000							\$ 5,000	\$ 98,000
07-06-4220	Medicare	\$ 5,500							\$ 1,000	\$ 6,500
07-06-5321	Printing & Publications	\$ 2,500							\$ (2,500)	\$ -
07-06-5330	Water Engineering	\$ 32,500							\$ (20,000)	\$ 12,500
07-06-5331	Engineering	\$ 25,000							\$ (10,000)	\$ 15,000
07-06-5341	Training	\$ 6,000							\$ (3,000)	\$ 3,000
07-06-5372	Equipment Rental	\$ 44,000							\$ 75,000	\$ 119,000
07-06-5421	Chemicals	\$ 58,000							\$ 100,000	\$ 158,000
07-06-5430	Breaks-Materials & Repair	\$ 70,000							\$ 145,000	\$ 215,000
07-06-5470	Valves and Hydrants	\$ 30,000							\$ 40,000	\$ 70,000
<b>Sewer</b>										
07-07-4101	Clerical Salaries	\$ -							\$ 60,000	\$ 60,000
07-07-4100	Salaries	\$ 404,333							\$ (170,000)	\$ 234,333
07-07-4110	Seasonal Salaries	\$ 6,666							\$ 7,000	\$ 13,666
07-07-4120	Overtime	\$ 10,000							\$ 10,000	\$ 20,000
07-07-4121	Clerical Overtime	\$ -							\$ 1,000	\$ 1,000
07-07-4200	Insurance Benefit	\$ 120,000							\$ (50,000)	\$ 70,000
07-07-4230	Unemployment Benefit	\$ -							\$ 500	\$ 500
07-07-5301	Technology	\$ 6,000							\$ 7,000	\$ 13,000
07-07-5353	Power Purchase	\$ 3,200							\$ 4,000	\$ 7,200
07-07-5341	Training	\$ 8,000							\$ (8,000)	\$ -
<b>STP</b>										
07-08-4100	Salaries	\$ 491,333							\$ -	\$ 491,333
07-08-4101	Clerical Salaries	\$ -							\$ 50,000	\$ 50,000
07-08-4110	Seasonal Salaries	\$ 6,666							\$ 2,000	\$ 8,666
07-08-4121	Clerical Overtime	\$ -							\$ 2,000	\$ 2,000
07-08-4200	Insurance Benefit	\$ 120,000							\$ (25,000)	\$ 95,000
07-08-4230	Unemployment Benefit	\$ -							\$ 1,000	\$ 1,000
07-08-5301	Technology	\$ 75,000							\$ (40,000)	\$ 35,000
07-08-5377	Intergovernmental Groups	\$ 18,000							\$ 1,500	\$ 19,500
07-08-5421	Chemicals	\$ 25,000							\$ 40,000	\$ 65,000
<b>Water &amp; Sewer Administration</b>										
07-09-4100	Salaries	\$ 530,162							\$ (326,500)	\$ 203,662

EXHIBIT A

Account	Description	Original Appropriation	July 5, 2022 Supplemental Appropriation	July 5, 2022 Amended Appropriation	August 29, 2022 Supplemental Appropriation	August 29, 2022 Amended Appropriation	September 6, 2022 Supplemental Appropriation	September 6, 2022 Amended Appropriation	October 17, 2022 Supplemental Appropriation	October 17, 2022 Amended Appropriation	April 10, 2023 Supplemental Appropriation	April 10, 2023 Aggregate Appropriation
07-09-4101	Clerical Salaries	\$									\$ 340,000	\$ 340,000
07-09-4121	Clerical Overtime	\$									\$ 20,000	\$ 20,000
07-09-5470	Meters	\$	900,053								\$	\$ 900,053
<b>Water &amp; Sewer Capital Projects</b>												
12-00-7300	Capital Equipment	\$	75,000								\$ (30,000)	\$ 45,000
12-00-7303	Technology Capital	\$	50,000								\$ (50,000)	\$ -
12-00-7602	Watermain Design	\$	265,000								\$ (56,000)	\$ 209,000
12-00-7610	Well Maintenance	\$	100,000								\$	\$ 100,000
12-00-7615	Well #14	\$	205,000								\$ (90,000)	\$ 115,000
<b>Police Special Assets</b>												
99-00-5400	Material & Supplies	\$									\$ 98,086	\$ 98,086
99-00-3241	Special Assets	\$									\$ (15,100)	\$ (15,100)
99-00-3244	Police Seizure	\$									\$ (80,209)	\$ (80,209)
99-00-3245	Police Forfeiture	\$	(5,000)								\$ (2,777)	\$ (7,777)
<b>Grand Total</b>		\$	<b>43,938,298</b>	\$ <b>1,129,384</b>	\$ <b>45,067,682</b>	\$ <b>340,200</b>	\$ <b>45,407,882</b>	\$ <b>55,161</b>	\$ <b>45,463,043</b>	\$ <b>749,957</b>	\$ <b>46,213,000</b>	\$ <b>(0)</b> \$ <b>46,213,000</b>



## City Council Agenda Memo

Crest Hill, IL

**Meeting Date:** 4/10/2023  
**Submitter:** Mark Siefert, Director of Public Works  
**Department:** Public Works  
**Agenda Item:** Purchase of Vehicles

### **Summary:**

During the FY21 Budget, staff along with council put a halt on the purchase of vehicles for the fleet due to Covid-19. That practice of keeping the vehicle replacement program has been kept on hold during the completion of the new City Center as the funding for the vehicle replacement was redirected to the City Center.

Staff was allowed to order a Ford Explorer in January of 2022 as the last of the purchases from the previous fiscal year. This vehicle was earmarked for the Public Works Department so the F-150 that the Public Works Director drove could move into the staff fleet with the addition of staff. With the addition of four public works employee's and more summer help since the pause of the vehicle replacement program staff is looking to offer council two potential options.

### **Option 1:**

Currently there is \$55,874.42 outstanding from FY22 where the January 2022 Ford Explorer was expensed. This vehicle has no timetable to come in or even be built. Staff is recommending that, we solicit prices from the Rod Baker Ford, Currie Motors, and Ron Tirrapelli Ford. Staff would then issue a purchase order as long as the prices are within the range listed below. Staff would then purchase the vehicle with the money accrued from FY22.

### **Option 2:**

All of Option 1 would still happen. Staff at the same time would then solicit pricing for another Ford Explorer and a Ford Escape. These two new vehicles would replace Assistant Director Kline and Building Commissioner Seeman's Ford F-150 and allow them to be placed into the staff fleet. Currently in FY23, in the water/sewer capital fund there are over 200K dollars in

unexpended funds that would be sent to the fund balance at the end of the fiscal year. Staff would suggest that we purchase one Ford Escape and one Ford Explorer at the pricing listed below. A purchase order and invoice would be issued during the current fiscal year. The unexpended funds are not associated with the \$2.3 million associated with the Rt. 30 watermain lining and the meter replacements.

Staff suggests that Public Works stick with the Ford Explorer due to the 4WD capabilities, while the building department would only need the FWD capabilities of the escape.

### **Price Ranges:**

2023 Ford Explorer - \$49,000-\$56,000 with safety lighting.

2022/23 Ford Escape - \$30,000-\$35,000 with safety lighting.

### **Other Fleet Information:**

- Staff plans on bringing back to council a memo to have a conversation about the vehicle replacement plan, when to bring it back, what it would look like, and how it would be funded mid-summer.
- With the potential upcoming development of the 75 acres it is prudent to mention to council that there will be a need for another snowplow truck once that area is fully developed. Currently there is a 24–26-month lag in dump truck/snowplow production from the date of order. Current pricing is \$225,000. Staff would just like to make council aware that once we move to the next budget year we will be bringing back a revamped vehicle purchasing plan.
- Currently the state purchase program for police interceptors is open. Police is in need of 3-5 vehicles that should have been replaced during the purchasing pause. Currently there is no budgeted amount for vehicles. This is the first time the state purchase has been open for police vehicles in over a year, and the expected delivery time is shortened to only a couple of months for non-hybrid. Hybrid vehicles will be opening this fall.
- Public Works is dire need of a new woodchipper. The current wood chipper is on it's last leg. It was purchased in 1992, it does not have any of the appropriate safety mechanisms that are now required to safely operate them. A new wood chipper is going to run around \$125K and that number is unbudgeted at the current moment.
- With the addition of property around City Center and behind Menards, Public Works will be coming back to council to ask for the approval of purchasing more lawn mowers and they were normally turned over every five years under the old purchasing program.

### **Recommended Council Action:**

Direct staff to proceed and cancel the original 2022 Ford Explorer order and purchase three new vehicles after receiving prices from the three local ford dealers as long as the prices are within or below the range.

**Financial Impact:**

**Funding Source:** Water/Sewer

**Budgeted Amount:**

FY22 \$55,874.42

FY23 n/a

**Cost:** Between \$128,000 and \$147,000

**Attachments:**

n/a



## Agenda Memo

Crest Hill, IL

**Meeting Date:** April 10, 2023

**Submitter:** Jim Marino, City Administrator

**Department:** Administration

**Agenda Item:** Park District Office Lease

**Summary:** The city does not have a lease agreement with the park district for the office space they occupy in the city hall. A lease is necessary to memorialize the terms for utilizing space in city owned property. Because we are nearing the move into the new city hall now is the time to enter into such a lease with the park district.

The terms of a lease were discussed at the work session held on November 28, 2022. The primary lease terms are as follows:

Rent:	\$1.00/year
Hours of Operation:	No less than 2 days per week
Utilities:	Park District supplies and pay for its own internet and phone service; City pays for electric, water, gas
Lease Term:	20 years

The lease was prepared by the attorney for the park district and reviewed by Mike Stiff. The Park District Board will vote on the lease at their April 24 meeting.

**Recommended Council Action:** Direct the City Attorney to finalize the lease for approval at the April 17 regular city council meeting.

**Financial Impact:** N/A

**Funding Source:**

**Budgeted Amount:**

**Cost:**

**Attachments:** Draft Lease Agreement

**AGREEMENT BETWEEN THE LOCKPORT TOWNSHIP PARK DISTRICT AND THE  
CITY OF CREST HILL FOR LEASE OF OFFICE SPACE LOCATED AT  
20690 City Center Blvd., Crest Hill, Illinois 60403**

THIS INDENTURE WITNESSETH: That the City of Crest Hill, (“City”), does hereby demise and lease unto the Lockport Township Park District (“Park District”), (collectively the “Parties” and, sometimes, individually, a “Party”), the following described premises (“Leased Premises”):

Office Space (Room 147) and separate storage space (to be determined) located at the  
City of Crest Hill City Hall at  
20690 City Center Blvd., Crest Hill, Illinois 60403,  
as more fully described in Exhibit A attached hereto and incorporated herein.

To have and to hold said Leased Premises for the term of twenty (20) years beginning on the first day of May, 2023, and ending on the last day of April, 2043, unless the term shall be sooner terminated or amended, as hereinafter provided.

A. In consideration of the covenants of the City, the Park District covenants and agrees:

1. Payment. To pay the City as rent for said Premises the sum of One Dollar and No Cents (\$1.00) per year. All payments shall be made payable to the City of Crest Hill, c/o City Administrator, 20690 City Center Blvd., Crest Hill, Illinois 60403, the first payment being due on or before the first day of June, 2023, and subsequent payments due on or before May 1 of every year thereafter.

2. Use and Occupancy. The Park District shall use and occupy the Leased Premises as an office for the governmental functions of its organization, officers, employees, board members, vendors, guests, and invitees, and for no other purpose. The Park District shall have access to and staff the Leased Premises no less than two (2) business days per week, with the days and hours to be determined between the Parties.

3. Improvements, Maintenance and Repair. Prior to the Park District’s occupancy, the City shall perform any improvements to the Leased Premises as directed by the Park District in order to ensure the Leased Premises is suitable for the Park District’s use. Following the Park District’s occupancy of the Leased Premises, and further following the completion of the City’s agreed upon improvements, the City shall be solely responsible for maintaining, repairing, and undertaking future improvements and repairs to the walls, ceiling and City furniture as needed, at its sole expense.

The Park District shall not make additions or improvements to said Leased Premises, and shall not paint the Leased Premises or change any of the furniture belonging to the City in the Leased Premises, without the City’s prior written consent which shall not be unreasonably withheld. The park district shall maintain the Leased Premises in a clean and professional appearance.



4. Insurance. Throughout the Term of the Lease, the Park District shall obtain the following insurance:

- a. Worker's Compensation in the statutory amounts and a Commercial (comprehensive) General Liability insurance policy with a policy limit of not less than Two Million Dollars (\$2,000,000) per occurrence naming the Park District as the named insured and the City as additional named insured. The Commercial General Liability Policy shall also contain a provision that the coverages afforded will not be canceled, materially changed, or a renewal refused without providing written notice to the City prior to said cancellation, material change, or refusal to renew the insurance policy.
- b. Insurance required by the Park District shall be provided by an insurance company licensed to provide insurance in the state of Illinois and which is acceptable to City or may be satisfied by participation in a risk management group or self-insuring up to the specified amounts.
- c. Each Party agrees to waive subrogation for any claim(s) based on that Party's negligent or willful misconduct or omissions.

5. Indemnification. Each Party, (as the Indemnitor Class), agrees to indemnify and hold harmless the other Party, together with the other Party's respective officials, officers, employees, and agents (Indemnatee Class) from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or directly related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the negligent acts and, or, omissions or willful misconduct of the other Party and its officials, officers, employees, and agents (Indemnitor Class), but specifically excluding all liability, claims, suits, demands, proceedings and actions resulting from, or directly connected with, the negligent acts and, or, omissions or willful misconduct of any member of the Indemnatee Class.

6. Exterior Signage. At its sole expense, and in accordance with any applicable rules, regulations, ordinances, laws and statutes, the Park District may install, erect, maintain, and keep in good repair exterior signage identifying the Leased Premises as a Park District facility. Exterior signage, provided by Park District, may be erected, installed, and maintained as approved by the City, which approval shall not be unreasonably withheld.

7. Sublet and Assignment. Park District shall not sublet the Leased Premises, in whole or in part, nor assign this Lease or any part thereof, without first obtaining the written consent of the City. At the expiration, or termination, of this Lease, Park District shall surrender the Leased Premises to the City in as good a condition as the Leased Premises was in on the date Park District took possession thereof, ordinary wear and tear excepted.

8. Rules and Regulations. Park District, its agents or employees shall observe the Ordinances of the City and any Rules and Regulations promulgated by the City while utilizing the Leased Premises.

B. In consideration of the covenants of the Park District, the City covenants and agrees:

1. Tenantable Condition. If said Leased Premises at any time during said Lease's term, are not in good tenantable condition due to any act or omission or neglect by the City, the City shall place said Leased Premises in such condition within a reasonable time after notice in writing by the Park District and shall maintain the same in good tenantable condition during the term of this Lease. The City shall have no responsibility for breakage or damage caused, or permitted, by the Park District, or the Park District's officers, employees, board members, vendors, guests, and invitees.

2. Utilities. The City shall provide for the following: (i) all electricity on the Leased Premises as may be reasonably required by the Park District; (ii) all heat and air conditioning for said Leased Premises, during all normal business days and hours, and as weather and temperature conditions require; (iii) all necessary fixtures and equipment for electricity, heat, and air-conditioning. The City shall pay gas utility service. The Park District shall provide and pay for its own telephone and internet service in the Leased Premises, and shall be solely responsible for the maintenance and upkeep of any telephone or internet equipment.

3. City Improvements. Following the Park District's occupancy of the Leased Premises, the City shall be responsible for providing any improvements to the Leased Premises as agreed upon in writing by the Parties.

C. The City and Park District further jointly covenant and agree that:

1. Termination. The Park District may terminate this Lease early by giving the City written notice at least one hundred twenty (120) days in advance of the Park District's intent to terminate the Lease on or before a date certain, which termination shall be deemed effective on the termination date stated in the written notice.

2. Public Disclosures. This Lease shall not be recorded. Park District agrees to timely execute organizational and, or, ownership disclosures that are, or may be, required under state law for contracts and, or, leases of publicly-owned properties, upon the City's request.

3. The Park District shall maintain the Leased Premises in a clean and professional appearance.

4. The Park District shall provide its own computers and office equipment. The City shall provide a secure space that is not accessible to the public for the Park District to maintain any server equipment and/or electronics required to operate its computer system. The City shall not allow unauthorized personnel in the secure space where the server is located.

3. Notices. Any required notice shall be in writing and delivered to the following addresses and parties:

To PARK DISTRICT:

Lockport Township Park District  
Attn: Executive Director  
1811 Lawrence Avenue  
Lockport, Illinois 60441

To CITY:

City of Crest Hill  
Attention: City Administrator  
20690 City Center Blvd.  
Crest Hill, Illinois 60403

Notices sent by mail shall be by registered or certified mail, postage pre-paid, and return receipt requested. Notices may be sent by facsimile or email transmittal to the facsimile transmittal numbers designated above, or to different numbers following notice of such change. If notice is by facsimile or email transmittal, said notice shall be effective the day of delivery if sent on a business day (defined as Monday through and including Friday, except federal and state holidays) between 9:00 a.m. and 5:00 p.m., and the same notice is also simultaneously mailed via first class regular U.S. mail. Any facsimile or email transmittal transmitted other than on a business day between 9:00 a.m. and 5:00 p.m. shall become effective on the next business day following the transmittal.

4. Representations. The Parties each certify that they have authority to execute the Lease and to commit to all described covenants, and perform under this Lease. Each Party further agrees that whenever it is required to conduct any review, or grant its consent or approval to any matter, that Party will not unreasonably withhold, condition, delay or deny such act.

5. Breach and Cure. In the event of any breach of the terms of this Lease, the non-breaching Party shall give written notice to the breaching Party stating with particularity the nature of the alleged breach. The breaching Party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this Lease shall permit the other Party to terminate the Lease by giving the breaching Party thirty (30) day's notice in writing of its intent to terminate this Lease in accordance with the terms of this Lease. The failure of any Party to enforce any provision of this Lease shall not constitute a waiver by such Party of that or any other provision. The past waiver of a provision by either Party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

7. Governing Law. The laws of the State of Illinois shall govern this Lease as to both interpretation and performance. The venue for resolving any disputes concerning the Parties' respective performance, or failure to perform, under this Lease, shall be the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois.

LOCKPORT TOWNSHIP PARK DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Jeff Rigoni, BOARD PRESIDENT

ATTESTED by:

By: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF CREST HILL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Ray Soliman, Mayor

ATTESTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_

# EXHIBIT A

