



## City Council Work Session

Crest Hill, IL

April 29, 2024

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

### Agenda

- [1.](#) Electric Aggregation Renewal
- [2.](#) One Day Liquor Entertainment License Waiver Request
- [3.](#) HERA Property Registry Professional Services Agreement
- [4.](#) Plan Commission Recommendation on D-bats Special Use Permit and Zoning Variation Requests – 425 Caton Farm Road
- [5.](#) Proposed Amendment to Defaulted Mortgage Property Registration Ordinance
- [6.](#) Not for Profit Donation Request
- [7.](#) Well's 9 & 12 Iron Filter Emergency Repair Work
8. Public Comments
9. Mayor's Updates
10. Committee/Liaison Updates
11. City Administrator Updates
12. 5ILCS 120/2(c)(1): The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. (Executive Session)
13. 5ILCS 120/2 (c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probate or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. (Executive Session)

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

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

**Meeting Date:** April 29, 2024  
**Submitter:** Mayor Raymond R. Soliman *R.S.*  
**Department:** Mayor's Office  
**Agenda Item:** Electric Aggregation Renewal

**Summary:** Adam Hoover will be present at the April 29, 2024 work session meeting to discuss electric aggregation renewal. Adam will be recommending renewal of the price match program with MC Squared Energy Services, LLC. Please see attached information from MC Squared Energy Services, LLC.

**Recommended Council Action:** Approval

**Financial Impact:**

**Funding Source:**

**Budgeted Amount:**

**Cost:**

**Attachments:**

**ORDINANCE NO. \_\_\_\_\_****ORDINANCE AUTHORIZING RENEWAL OF  
AGGREGATION PROGRAM FOR ELECTRICAL LOAD**

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the City of Crest Hill, Illinois (“City”) submitted the question to referendum in April of 2011 and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the City subsequently implemented its initial opt-out aggregation program in 2011, and continues to be in place today; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the City to renew the aggregation program under the Act as an opt-out program and to extend for another two years with our current supplier pursuant to the terms of the Act.

NOW THEREFORE, BE IT ORDAINED by the City Board of the City of Crest Hill, Will County, Illinois, As Follows:

SECTION 1: That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION 2:

- A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) the Corporate Authorities of the City are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the City, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.
- B. The Aggregation Program for the City shall continue to operate as an opt-out program for residential and small commercial retail customers.
- C. As an opt-out program, the Corporate Authorities of the City shall inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or

commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.

- D. The Corporate Authorities hereby grant the Mayor or his designee the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the City.
  
- E. The City will engage NIMEC, who will solicit bids and consult with the City in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process and provide assistance to residents with questions.

SECTION 3: This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



### EXTENDED TERM AGREEMENT AMENDMENT NO. 3

This Extended Term Agreement Amendment No. 3 (hereinafter the "ETA No. 3"), is entered as of this 29th day of April 2024 between the City of Crest Hill, Will County, Illinois, an Illinois municipal corporation (hereinafter the "City") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

WHEREAS, Supplier and City are the Parties to a Master Power Supply Agreement dated June 3, 2019, amended on May 5, 2020, amended on June 6, 2022, and further amended on April 29, 2024 (hereinafter the "MPSA" which is hereby incorporated by reference)

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.3, Extended Term will last until August 2026, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd's Tariffed Service typically during the spring months of March through June and fall months of October through December.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: City of Crest Hill

Signed:

Signed:

\_\_\_\_\_

\_\_\_\_\_

Printed/Typed Name:

Charles C. Sutton

Printed/Typed Name:

\_\_\_\_\_

Title:

President

Title:

\_\_\_\_\_

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

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

Attest:

Signed

Printed/Typed Name:

Title:

Attest:

Signed

Printed/Typed Name:

Title:

## AMENDED EXHIBIT A

### PRICE AND TERM

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.38 of the Agreement (i.e., ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

**Termination Fee for Withdrawing Customers:**

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term: Twenty-four (24) months

August 2024 – August 2026

Percent of RECs:	Zero
Civic Contribution:	\$750 / monthly

Supplier will provide a monthly \$750 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. August 2024 payment would be paid in October 2024).

**Supplier: MC Squared Energy Services, LLC**

**Municipality: City of Crest Hill**

Signed:

Signed:

\_\_\_\_\_  
Printed/Typed Name:

\_\_\_\_\_  
Printed/Typed Name:

Charles C. Sutton

Title:

Title:

President

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

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

Attest:

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Municipality: City of Crest Hill

Signed:

Signed:

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\_\_\_\_\_

Printed/Typed Name:  
Charles C. Sutton

Printed/Typed Name:

\_\_\_\_\_

Title:  
President

Title:

\_\_\_\_\_

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

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

Attest:

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Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

#### **Termination Fee for Withdrawing Customers:**

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term: Twenty-four (24) months

August 2024 – August 2026	Percent of RECs:	Minimum of 5% EPA GPC Program Approved RECs
	Civic Contribution:	Zero (\$0)

#### **Special Services:**

Supplier will acquire and retire on behalf of the City of Crest Hill Renewable Energy Certificates mentioned above that meet the EPA’s Green Power Community (GPC) Program minimum requirements, from a Wind Generation resource location to be determined by Supplier within the Midwest Renewable Energy Tracking System (MRETS) or the PJM Generation Attribute Tracking System (GATS). However, in Supplier’s sole discretion, Supplier may secure RECs from other locations within the United States to meet the EPA Green Power Community Program minimum requirements if necessary.

The RECs to be retired will be equal to an amount based on the historical twelve months of electricity usage for the Eligible Customers excluding accounts on ComEd hourly tariff supply service and accounts with another alternative electric supplier, represented on the provided ComEd “Usage Data” file. Supplier will assist the City of Crest Hill with the documentation required to become an EPA Green Power Partner Community.

**Supplier: MC Squared Energy Services, LLC**

**Municipality: City of Crest Hill**

Signed:

Signed:

\_\_\_\_\_  
Printed/Typed Name:

\_\_\_\_\_  
Printed/Typed Name:

Charles C. Sutton

\_\_\_\_\_

Title:  
President

Title:

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

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

Attest:

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

**Meeting Date:** April 29, 2024  
**Submitter:** Mayor Raymond R. Soliman *esq.*  
**Department:** Mayor's Office  
**Agenda Item:** One Day Liquor Entertainment License Waiver Request

**Summary:** Mr. John Mauzer, President of the American Italian Cultural Society is requesting a waiver of the \$50.00 permit fee for an outdoor club membership picnic on their property on Saturday, June 1, 2024. A DJ, club member, Pasquale Carestia, will be providing musical entertainment and the event will be from 2:00 p.m.-6:00 p.m.

**Recommended Council Action:** Approval

**Financial Impact:****Funding Source:****Budgeted Amount:****Cost:****Attachments:**



20600 City Center Blvd.  
Crest Hill, IL 60403  
815-741-5100

Item 2.

RECEIVED MAR 1 2 2024

**LIQUOR ENTERTAINMENT LICENSE APPLICATION**

**License Fee: \$50.00 per day**

Applications is hereby made to the City Clerk of the City of Crest Hill for issuance of a Liquor Entertainment License, pursuant to the ordinances of the City of Crest Hill. In support of said application, the undersigned being duly sworn, does states as follows:

Business Name: AMERICAN ITALIAN CULTURAL SOCIETY

Business Address: 1918 DONMAUR DRIVE, CREST HILL

Applicant's Name: John MAUZER, PRESIDENT

Business Phone #: CLUB 815-725-7450 JOHN LELL 815-325-2809

Type of Event/Fundraiser: CLUB MEMBERSHIP PICNIC

Event to be held at: BUSINESS ADDRESS LISTED ABOVE

Date of Event: SATURDAY, JUNE 1st, 2024

Time of Entertainment: 2pm to 6pm

Type of Entertainment: DJ

(i.e. band, karaoke, DJ, other)

Name of Band/DJ: PASQUALE CARESTIA (CLUB MEMBER)

**I agree to abide by the laws, ordinances and regulations pertaining thereto.**

John Mauser  
Applicant Signature

3/13/2024  
Date

Raymond R. Soliman  
Raymond R. Soliman  
Mayor/Liquor Commissioner

X Approved  
Disapproved

06/2023



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 29, 2024
<b>Submitter:</b>	Ronald Mentzer, Interim Community and Economic Development Director
<b>Department:</b>	Community Development
<b>Agenda Item:</b>	HERA Property Registry Professional Services Agreement

### Background:

In 2019, the City Council approved Ordinance #1802 to require owners of vacant properties in mortgage default to register their property with the City. The City subsequently executed a professional services agreement (PSA) with ProChamps to create and manage the web based registration platform the City used to process and track these registrations (the "Registration Services"). Pro-champs filed for bankruptcy last year and ceased providing Registration Services to the City.

On two separate occasions in July of 2023, the City Council discussed the professional services proposal the City received from the new company (HERA) several former ProChamps employees created to provide similar Registration Services to municipalities. Copies of the minutes from these discussions are attached for reference. The minutes reflect the City Council was generally supportive of finalizing a new PSA with HERA. A new PSA with HERA was not negotiated or approved by the City last year due to vacancies and staff transitions in the City Administrator and Community and Economic Development Director positions.

For the past several months, Community and Economic Development Director Mentzer and Attorney Stiff have been working with HERA representatives to negotiate a mutually acceptable PSA for these Registration Services. A copy of the draft PSA staff and the City Attorney are recommending the City Council approve with HERA is attached for review and reference.

### Financial Impact:

The City would not incur any "out-of-pocket" costs under the attached recommended PSA. HERA would be compensation for the Registration Services it would provide under the attached PSA by

retaining \$100 of the semi-annual registration fee it collects for each registered property and 20% of any late fees it collects on behalf the City. The City's Registration of Defaulted Mortgage Property Ordinance requires a \$300 semi-annual registration fee for each eligible property. Based on the last twelve months of registration data received from ProChamps, staff projects the City will receive approximately \$16,000 in net annual revenue once the HERA PSA is executed and Crest Hill's new web based registration platform is fully operational.

**Recommended Council Action:**

Recommend the attached professional services agreement with HERA be approved at the next regular Council meeting.

**Funding Source:** N/A

**Budgeted Amount:** N/A

**Cost:** N/A

**Attachments:**

Staff/City Attorney Recommended HERA Professional Services Agreement

Meeting minute excerpts from the July 24 and 31 City Council workshop meetings

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between **HERA PROPERTY REGISTRY, LLC**, a Florida Limited Liability Company with an address at 1900 S. Harbor City Blvd., Ste 211, Melbourne, FL 32901 (“HERA”) and the **CITY OF CREST HILL, ILLINOIS**, with an address at 20600 City Center Blvd., Crest Hill, IL 60403 (“Crest Hill”).

WITNESSETH:

### **I. SCOPE OF REPRESENTATION**

1. Crest Hill is retaining HERA to represent Crest Hill in providing property registration services for their foreclosure property registration ordinance, Title 5, Chapter 5.74 of the Crest Hill Municipal Code of 1993, “Registration of Defaulted Mortgage Property” (the “Ordinance”).

2. As is further set forth herein, Crest Hill hereby authorizes HERA to represent Crest Hill’s interests in providing a property registration service pursuant to the Ordinance.

### **II. DUTIES OF HERA**

1. HERA shall develop, host, manage, and provide ongoing support to Crest Hill for an online foreclosure property registration platform (the “OFPRP”) pursuant to the Ordinance.

Specific examples of the key services HERA will provide under this agreement include:

- A. OFPRP Development:** Within 15 days of the City’s execution of this Agreement, HERA will begin working with City staff members in a collaborative manner to define (i) the scope and form of the City’s OFPRP and the detailed processes HERA and the City will utilize to effectively implement and administer the OFPRP and satisfy the provisions of this agreement. HERA is committed to use its best efforts to make Crest Hill’s OFPRP “live” and available to potential registrants within 45 days from the City’s execution of this Agreement.
- B. OFPRP Hosting:** HERA, or an affiliate under the direction of HERA, will host the OFPRP website, through which eligible properties in Crest Hill will

be electronically registered in compliance with the Ordinance. The website will direct registrants to a hyperlink through which lenders and/or responsible parties can comply with the Ordinance.

**C. Management Services:**

- a. HERA will identify and notify responsible parties of the City's Ordinance and their registration obligations.
- b. HERA will proactively contact those who file a public notice of default, *lis pendens*, foreclosure action, or who take title to real property via foreclosure or other legal means to inform them of the registration obligations contained in the Ordinance. HERA uses public and private data sources to identify registrable properties and responsible parties.
- c. HERA will proactively email renewal notices to existing foreclosure property registrants at least 30 days prior to the renewal date.
- d. HERA will email notices regarding registration requirements to non-compliant responsible parties at least monthly.
- e. Registration collections made by HERA will be deposited immediately into a separate account maintained in a federally insured bank for Crest Hill.
- f. All registration fees collected by HERA shall be remitted to Crest Hill, less HERA's collection costs, by the Fifteenth (15th) day of each month for all monies collected for the previous monthly period, net of any record data subscription costs in Section III 1. below.

**D. Ongoing Support:**

- a. Throughout the term of this Agreement, HERA will provide on-site and virtual training as necessary to ensure both current and future staff members involved in the administration of the OFPRF understand and can effectively utilize the OFPRF.
- b. Not less than monthly, HERA will provide the City with a report or reports that:
  - (i) identifies properties that register each month and the amount of registration fees collected, as well as amounts remitted back to Crest Hill
  - (ii) identifies properties that are under the obligation to register that have not registered and are noncompliant.

### **III. PAYMENT FOR HERA'S SERVICES.**

1. In consideration of the cost of registration services rendered by HERA, Crest Hill hereby agrees to pay HERA one hundred dollars (\$100.00) of the total registration fee for each property registration fee collected by HERA. Should there be a fee required for public/official record data acquisition integral to the performance of the duties required under this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the county. Aside from the record data subscription charges referred to in this Section, HERA will be responsible for any and all other expenses, fees, or administrative costs related to the registration of properties under this Agreement and shall not be entitled to any other compensation beyond the \$100 payment and the deduction of any record data subscription charges.

2. If Crest Hill's Ordinance requires payment of late fees as part of the registration requirements, HERA shall collect all applicable late fees, retaining 20% of the fee and remit the balance to Crest Hill pursuant to the monthly remittance schedule.

3. When HERA collects registration fees, HERA shall remit the collected registration fees to Crest Hill in accordance with this Agreement.

### **IV. INSURANCE**

HERA shall maintain insurance coverage for (i) professional liability covering acts, errors, and omissions in the performance of this Agreement in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate and (ii) commercial general liability coverage in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate for the duration of the Agreement. HERA

shall name the City of Crest Hill and its officials, employees, agents, and volunteers as an additional insured and upon request, provide the City of Crest Hill with a certificate of insurance evidencing the above. HERA shall provide the City with thirty (30) days prior written notice of any material change in or cancellation of such policies. Insurance carriers must have an A-VII or better rating, as rated in the A.M. Best Key Rating Guide.

**V. INDEMNIFICATION: DEFENSE: COOPERATION**

In addition to, and not in limitation of the insurance requirements, HERA agrees:

1. HERA shall indemnify, defend, and hold harmless Crest Hill, its officers, employees, elected officials, and agents (the “Indemnified Parties”) from and against any and all liabilities arising directly out of or in connection with malpractice or negligent acts under this Agreement by HERA or any of its agents, provided, however, that HERA shall not be responsible for that portion, if any, of a loss that is caused by the negligence of Crest Hill. Crest Hill shall indemnify, defend, and hold harmless HERA, its officers, employees, elected officials, and agents from any liability for acts performed by HERA at the specific direction of Crest Hill or in a proceeding challenging the City’s Ordinance. HERA shall not be responsible for that portion, if any, of a loss that is caused by any challenge to Crest Hill Ordinance in a competent court of jurisdiction or any action which Crest Hill specifically directs HERA to perform.

2. HERA shall, upon Crest Hill’s demand and at Crest Hill’s direction, promptly and diligently defend, including the payment of all defense costs and attorney’s fees to an attorney to be mutually agreed upon by the Parties, and at HERA’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties caused by malpractice or negligent acts for which HERA is responsible under this Section and, further to HERA’s indemnification obligations, HERA shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.



3. In all instances where Crest Hill will indemnify HERA for a loss caused by the actions of Crest Hill or a loss caused by any challenge to Crest Hill's Ordinance, Crest Hill shall pay the cost of its own defense and may select counsel of its choosing to defend HERA, , so long as a conflict does not exist.

4. HERA shall, and shall cause its agents to, cooperate with Crest Hill and in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of HERA in connection with this Agreement.

5. The provisions of this Section shall survive the termination of this Agreement.

#### **VI. SUPPORT AND MAINTENANCE**

HERA shall provide all support and maintenance required in connection with the Services, including but not limited to:

1. Training and support for community staff and responsible parties;
2. Collection and remittance of registration fees and any late fees or penalties;

#### **VII. OWNERSHIP AND USE OF DOCUMENTS**

All documents, records, applications, files and other materials produced by HERA in connection with the services rendered pursuant to this Agreement shall be the property of Crest Hill and shall be provided to City upon request. HERA shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Hera Property Registry, LLC's endeavors. In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by HERA whether finished or unfinished shall become the property of Crest Hill and shall be delivered by HERA to the appropriate person within seven (7) days of termination of this

Agreement by either party. Any compensation due to HERA shall be withheld until all documents are received as provided herein.

#### **VIII. COMMUNITY DATA**

Crest Hill acknowledges registering Properties governed by the Ordinance prior to this Agreement. On a date agreed upon by the Parties and prior to the Effective Date of this Agreement, Crest Hill will provide HERA a digital file in a format agreeable to the Parties containing all the information of all Properties registered by Crest Hill. All registrations and fees received by Crest Hill during the period from the data delivery date to the Effective Date of this Agreement will be submitted to HERA and considered registrations by HERA under the terms of this Agreement. If Crest Hill is unable to provide the agreed upon digital file, then Crest Hill will provide HERA all property registration information, including but not limited to registration forms, for manual entry into HERA's database. If manual entry of this information is required, Crest Hill agrees to compensate HERA \$5.00 per property.

#### **IX. SURVIVAL**

The expiration or termination of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or any obligations that extend beyond termination or expiration, either by their inherent nature or by their express terms.

#### **X. AUDIT AND RECORDS**

HERA shall maintain records pertaining to this Agreement for a period of seven years from final payment. Such records shall be subject to audit by Crest Hill on reasonable advanced, written notice. The audit shall be conducted at the premises of Crest Hill on business days only and during normal working hours.

**XI. GOVERNING LAW**

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the principles of conflicts of laws.

**XII. EXPENSES**

During the term of this Agreement, HERA shall be responsible for all expenses and costs associated with the service.

**XIII. TERM AND TERMINATION**

This Agreement shall be effective for a term of five (5) years from the date of final execution unless terminated earlier pursuant to this section. HERA and Crest Hill each expressly reserve the right to terminate this Agreement at any time upon 60 days written notification to the other party, subject to any applicable ethical rules. HERA shall cooperate fully with Crest Hill and replacement third-party administrator, if any, to return all files, information, as more fully set forth herein, which obligation shall survive termination of this Agreement. Upon termination, HERA shall cease all work performed under this Agreement and forward to Crest Hill any registration fees owed to Crest Hill.

**XIV. INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that HERA is an independent contractor under this Agreement and not Crest Hill's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between Crest

Hill and HERA and Crest Hill shall not be liable for any obligation incurred by HERA, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **XV. EQUAL OPPORTUNITY ACT**

In the performance of this Agreement, HERA shall not discriminate against any firm, employee, or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry, or national origin.

#### **XVI. ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY**

1. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

#### **XVII. SECTION AND OTHER HEADINGS**

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**XVIII. ENTIRE AGREEMENT**

This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

**XIX. CREST HILL'S SIGNATURE HEREON SHALL CONSTITUTE HERA'S AUTHORITY TO PROCEED WITH THIS REPRESENTATION**

Crest Hill hereby acknowledges that all the terms of this Agreement have been fully explained to Crest Hill, and that Crest Hill fully understands all the provisions herein.

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF CREST HILL, ILLINOIS**

By: \_\_\_\_\_  
 Name: Raymond Soliman  
 Title: Mayor

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2024.

**HERA PROPERTY REGISTRY, LLC**

By: \_\_\_\_\_  
 Name: Clifford J. Johnson  
 Title: CEO

Aldерwoman Gazal asked if there are other municipalities that use this program? Zoe commented that there is not. This company is based out of Boston, Massachusetts and is just starting to branch out. She commented that this program is amazing and very easy to navigate. The program even has a place where you add police calls and they also tag empty commercial properties on the website, which is good for any potential investors and developers. Aldерwoman Gazal asked if there is training. Zoe commented that remote training is included in the price. Aldерwoman Gazal asked how we will advertise this to the public. Zoe commented that once this is live, we will notify are currently registered properties by mail letting them know you now will be registering through this portal. Zoe also commented that we will still be managing any code enforcement or rentals that come through the office. Zoe stated that we can decide what information we would like to put on the website.

Aldерperson Oberlin commented that as per the rating system, this may not be something we may want to put on the site. Attorney Mike Stiff stated that it is all on how it is codified and there is potential to be problematic, but he will look at it to see if there is anything that will be a problem to the city. Zoe commented that we can choose to not put any code enforcement in the program and then six months down the road add it if we would like at no extra cost. Aldерperson Oberlin asked Zoe if she was comfortable navigating through the program. Zoe commented that she had no problem navigating through the program and she is very pleased with it. The Building Commissioner commented that we can add inspections to the software, as well.

Aldерwoman Gazal commented that Building Commissioner Don Seeman and Building Administration Clerk Zoe Gates are such hard working dedicated people and she stated Commissioner Seeman has done so much in the little time he has been here in the city. She also commented that they are constantly go, go, go and she is very thankful for them. The Building Commissioner commented that they have a good team in the Building Department.

Aldерman Dyke commented that he has called Commissioner Seeman on a Friday night regarding something, and he went out there to check it out and talk to them.

Mayor Soliman asked for an informal vote to implement the Tolemi BuildingBlocks program.

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

NAYES: None

ABSENT: None.

Mayor Soliman stated that this will be on the regular agenda for August 7, 2023.

#### **TOPIC: ProChamps Discussion**

Mayor Soliman commented that we were notified that ProChamps has filed for bankruptcy. He commented that we have used ProChamps since 2019 on our foreclosure properties. This has been turned over to our City Attorney Mike Stiff. Attorney Stiff commented that they came onboard in 2019 and in February Ordinance #1802 was recorded and this created a registration of defaulted mortgage properties and then a Resolution with ProChamps was created. Attorney Stiff commented from his understanding that the agreement has no

financial contractual obligation with the city and the city received a portion of the revenue generated through ProChamps. Attorney Stiff verified that bankruptcy is in the process. Attorney Stiff commented to his understanding we have received some money from ProChamps since 2019. Mayor Soliman commented it was somewhere around \$80,000.00 in the last five (5) years. It was decided to bring to council that we received two inquiries from other companies regarding whether we will be using another vendor or not. We are at a point where the staff needs to know if we are going with another vendor.

Stan Urban who was with ProChamps was in the audience and approached the podium. Stan commented that he joined ProChamps in 2017 and in 2020 himself along with seventeen (17) other employees were notified that they were no longer needed with ProChamps. He commented that ProChamps was started in 2008 by two gentleman who built a great product who joined a hedge fund company in 2019 who approached them and wanted to buy the company for \$12,000,000.00 and signed the deal. They did not realize they gave away sixty percent of the company to a hedge fund. This hedge fund company started terminating employees. In 2019 when they terminated the General Counsel, he started his own company called HERA.

Stan commented that HERA does the exact same thing that ProChamps did. He commented that since June 16, 2023 HERA has signed up sixteen (16) communities. He is offering the program to the city, and they do not recommend the public look at it since it only grabs the flippers of properties and the real estate brokers.

Mayor Soliman commented that in the past several weeks he received information from competitors.

Stan commented that there are eight people employed with HERA that were employed with ProChamps who know the needs of the communities.

Alderpersn Oberlin commented that she just got the packet tonight and has not had a chance to look at it.

Mayor Soliman commented that this will be back on the agenda for July 31, 2023.

#### **TOPIC: City Apparel for Appointed Officials**

Mayor Soliman commented that he was asked by a city appointed official about receiving a city shirt. He commented that most appointed officials are nominally reimbursed for their services. It was stated that the Plan Commission has seven (7) members, the Civil Service Commission has three (3) members, the Liquor Commission has two (2) members, the Police Pension Commission has two (2) members, and the Joint Review Board for the TIF District Representative has one (1) member who is not reimbursed. This is fifteen (15) individuals who are appointed by the mayor with the consent of the City Council.

Alderpersn Oberlin commented that Plan Commission members and others go to events that represent the City of Crest Hill and feels they should have a shirt, also. Other Council members agreed that they should have a shirt as well.

Mayor Soliman commented that the first shirt was paid for by the city and then all other shirts would be purchased by the employee, which is approximately \$43.00. He asked are we offering the same to the commissioners.



7/31/2024 CC Workshop Meeting

Item 3.

Alderman Jefferson asked what type of fence will be installed. It was commented that the back would be a solid vinyl fence and the front would be a black faux wrought iron fence.

Steve Gulden thanked Maura Rigoni for all her assistance with this project.

Alderwoman Gazal commented that there were a lot of residents that were against this project. She also commented that after the meeting at City Hall with the residents they went home and decided this was the best option for that corner and they were no longer against this project. She commented that the other concern was maintenance, and they were told they will have landscapers to keep it looking good constantly.

Alderman Cipiti asked for clarification on the height of the vinyl fence. Steve commented that the vinyl fence will be eight feet in height.

Mayor Soliman asked for an informal vote:

AYES: Ald. Gazal, Jefferson, Vershay, Dyke, Kubal, Cipiti, Oberlin.

NAYES: None.

ABSENT: Ald. Albert.

#### **TOPIC: ProChamps Replacement**

City Attorney Mike Stiff commented that he reviewed the contract that was presented by Stan Urban from the last meeting, and stated it was a very similar contract as ProChamps and had nothing more to add to the contract. He commented that he did reach out to the emails that were received but they were not looking for replacement they were actual entities that work with the banks and wanted to know how to keep complying with the city's ordinance. He informed them that he would let them know once the city decides on the direction they will be taking.

Alderman Oberlin commented that we had no problem with the prior company, and this is like the prior company and see no problems.

Alderwoman Gazal commented that she doesn't disagree but felt we need to look at more companies and compare. Mayor Soliman commented that we have worked with Mr. Urban in the past and felt we should continue with the HERA Company since we know who is representing them.

Alderwoman Gazal asked how long this company has been in business. Alderman Cipiti commented that they were a new company, but most employees have come from ProChamps and have the experience.

Mayor Soliman asked for an informal vote:

AYES: Ald. Oberlin, Cipiti, Kubal, Dyke, Vershay, Jefferson, Gazal.

NAYES:

ABSENT: Ald. Albert.

#### **TOPIC: Plan Commission Text Amendment**

Interim Planner Maura Rigoni commented that this request was before the Plan Commission and received a favorable recommendation to the Text Amendment. The Text







## City Council Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 29, 2024
<b>Submitter:</b>	Community Development Department
<b>Department:</b>	Community & Economic Development
<b>Agenda Item:</b>	Platinum Triple Play/D-Bats Special Use and Variances

### Summary:

Platinum Triple Play/D-Bats Special Use and Variances appeared before the Plan Commission on April 11, 2024, requesting a special use for an indoor recreational facility and a parking variation to permit the operation of an indoor batting cage and baseball and softball training facility at 425 Caton Farm Road.

At the April meeting, the Plan Commission forwarded a unanimous recommendation the variance and special use. The Commission also placed the following conditions on the recommendation:

1. Finalization of the cross-access easement with the property to the east.
2. Finalization of engineering, landscaping, photometrics, and compliance with all building and fire codes.
3. The operations of the business should be in accordance with the business plan attached as Exhibit B.

**Recommended Council Action:** If the Mayor and City Council are amenable to the proposed variations and special use, we would ask that you authorize the City Attorney and Staff to prepare the necessary Ordinance and supporting documents to approve the request subject to the Findings of Fact and the conditions as outlined in the PC recommendation.

**Funding Source:** N/A

**Budgeted Amount:** N/A

### Attachments:

- Plan Commission Report (and minutes) associated plans and documents



**To:** Plan Commission

**From:** Ronald Mentzer, Interim Community and Economic Development Director

**Date:** April 11, 2024

**Re:** Platinum Triple Play/D-Bats Special Use and Variances

---

#### ***Project Details***

Project	Platinum Triple Play Special Use & Variances
Request	Special Use & Variances
Location	425 Caton Farm Road

#### ***Site Details***

Lot Size:	1.32 acres
Existing Zoning	M-2

#### ***Land Use Summary***

	Land Use	Comp Plan	Zoning
Subject Parcel	Manufacturing	Light Industrial	M2
North	Prison	Stateville Correctional Center	M1
South	Utility	Light Industrial	M2
East	Manufacturing	Light Industrial	M2
West	Manufacturing	Light Industrial	M2

#### ***Supporting attachments provided by Applicant and Property Owner:***

- ***Proposed Parking and Driveway Improvements – Exhibit A***
- ***Business Plan - Exhibit B***

#### **Project Summary**

Platinum Triple Play, Edith Murillo, is seeking approval of an M-2 special use and parking variations for an indoor recreational facility at the property located at 425 Caton Farm Road (the "Subject Property").

#### **Analysis**

In consideration of the request, the key project details and points of discussion include:

#### **Applicant Requests and Staff Input:**

1. A Special Use Permit to allow an Indoor Recreational and Entertainment Facility, in the form of a D-Bats youth baseball and softball training academy, to be operated in the existing 12,749 sq. ft. warehouse building located on the M-2, General Manufacturing

District, zoned property at 425 Caton Farm Road (the “Subject Property”) per Zoning Ordinance Table 4.

Key points to consider when evaluating this request include:

- The existing building would be remodeled in accordance with the proposed floor plan that will be emailed to the Plan Commission members on Wednesday, April 10, and distributed at the meeting. The Applicant is still working with their Architect to finalize specific details of the proposed floor plan for the facility.
  - Details of the youth baseball and softball training academy operations planned for this location are outlined in the Applicant’s business plan document attached as Exhibit B.
  - These types of recreation uses are commonly operated successfully in retrofitted warehouse facilities. The size and configuration of the existing building appears to be conducive to reuse as a youth baseball/softball academy provided proper paved driveway access and parking related improvements are provided.
  - The existing warehouse facility will need to be remodeled to comply with applicable building, plumbing, life-safety, handicapped accessibility, and fire code requirements for a business/assembly use. A building permit would be required for this work. Numerous City/Fire Protection District inspections will be performed to verify the remodeling work satisfies all applicable code requirements before a business license and occupancy permit would be issued.
  - It is not anticipated that existing development and business uses in the surrounding area would conflict with or create unsafe conditions for the proposed operation of a youth baseball/softball academy at this location provided the property is improved and the facility is operated in accordance with the recommended “Conditions of Approval” outlined in this report.
2. A Variation to Section 11.8-2.p. of the Zoning Ordinance to reduce the number of required parking spaces for the proposed D-Bats youth baseball and softball training academy from 81 parking spaces to 39 parking spaces.

Key points to consider when evaluating this request include:

- According to section 11.8.-2.p. of the Zoning Ordinance, “Indoor Recreational Facilities, Clubs, and Gymnasiums” are required to provide one parking space per 150 square feet of floor area. This requirement is intentionally conservative due to the wide variety of uses that would qualify as a “Indoor Recreational Facility, Club, or Gymnasium”.
- In this case, the proposed D-Bats facility is geared towards youth who generally do not drive themselves to the facility. The proposed facility is not set up for large numbers of adult spectators. This type of facility has a relatively low actual occupant/per square foot of space usage due to the large amount of space

necessary to serve one occupant/customer. Applying the standard parking Zoning Ordinance parking requirements in this case would result in the creation of a large number of parking spaces that would not be used.

- The Applicant's business plan attached as Exhibit B contains miscellaneous information to support their contention that approximately 40 parking spaces would be more than sufficient to support the parking needs of their proposed new Crest Hill facility. This information seems reasonable and supports the Applicant's request to reduce the number of required parking spaces to 39.
  - The Applicant and the property owner intend to work together to install the new parking and driveway pavement improvements reflected on the proposed site plan attached as Exhibit A.
  - These improvements include paving all proposed parking spaces and related driveway improvements for the proposed facility in accordance with applicable City design standards and requirements. These paving improvements would eliminate a significant amount of existing gravel parking and drive aisle improvement on the Subject Property and the adjacent property to the east. Staff feels the proposed paving improvements represent a very desirable upgrade to these properties.
3. A Variation to Section 11.5-2 of the Zoning Ordinance to eliminate the requirement for a 5-foot wide landscape area between the proposed parking spaces located south of the existing building and the adjacent east side lot line.

Key points to consider when evaluating this request:

- This request is triggered because the proposed new parking and drive aisle improvements would be constructed across the common side lot line located between the Subject Property and the adjacent commercial/manufacturing property to the east.
- At this time, the same individual/LLC owns the Subject Property and the two adjacent commercial/manufacturing properties to the east.
- The proposed new parking and drive aisle improvements along this common property line has a gravel surface. Since it is gravel, it is not possible to differentiate what portions are used for parking and what portions are used as a drive aisle. In a certain respect, the approval of the requested setback variations would legalize an existing, long-standing, non-conforming situation.
- The Applicant has represented that the property owner is prepared to support the implementation of the proposed parking and drive aisle improvement reflected on Exhibit A across the property line between the Subject Property and the adjacent property to the east owned by the same property owner.

**Staff recommended list of potential Conditions of Approval:**

1. **Cross Access Easement and Maintenance Agreement** : The owner of the Subject Property shall prepare and record a cross access easement and maintenance agreement

(the CAEMA) that encompasses the area of the Subject Property and the adjacent property to the east that will be utilized to accommodate new paved access driveway improvements that will serve both properties and the paved parking and related landscaping improvements constructed across the common property line to serve the parking and access needs of the Subject Property. The CAEMA shall also:

- a. Document the right of customers and staff of the proposed D-Bats facility to utilize the existing gravel areas located on the property owner's adjacent parcel to the east for automobile circulation and overflow parking purposes.
  - b. Clearly outline who will be responsible for normal and customary maintenance and snowplowing of the paving, striping, and landscaping improvements located within the cross-access easement area.
  - c. The recorded CAEMA shall be in a form approved by the Crest Hill City Attorney. The CAEMA shall be recorded at Will County prior to the Applicant being issued a Certificate of Occupancy to operate in the building.
  - d. The City approved CAEMA shall remain in place so long as the approved special use is in operation.
- 2. New Parking Improvements:** Unless otherwise approved in this case, or requested and approved by the City at a future date, the Applicant/Property owner shall design and construct the proposed new parking and paving improvements in general conformance with Exhibit A. All new parking lot and driveway improvements shall comply with all applicable City of Crest Hill permitting and design requirements, including but not limited to, City engineering specifications, stormwater management regulations, landscaping regulations, and lighting regulations. Said improvements shall be constructed and operational before the proposed D-Bats facility opens to the public/customers.
- 3. Business Operations:** The special use requested/approved in this case shall be tied to the operation of a youth baseball and softball training academy in substantial conformance with the planned business operations outlined in Exhibit B.

### **Zoning Ordinance Special Use and Variation Approval Criteria**

Section 12.6-2 of the Zoning Ordinance states the Plan Commission shall recommend, and the City Council shall grant a variation only when it shall have been determined, and recorded in writing, that all of the following standards are complied with:

- 1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;*
- 2. That the plight of the owner is due to unique circumstances; and*
- 3. That the variation, if granted, will not alter the essential character of the locality.*

Section 12.7-6 of the Zoning Ordinance states the Plan Commission shall recommend, and the City Council shall grant a special use only when it shall have been determined, and recorded in writing, that all of the following standards are complied with:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. That special use shall in all other respects conform to the applicable regulations of this Ordinance and other applicable City regulations, except as such regulations may in each instance be modified by the City Council pursuant to the recommendation of the Plan Commission.

Additional supplemental standards (Exhibit C) are attached for your consideration.

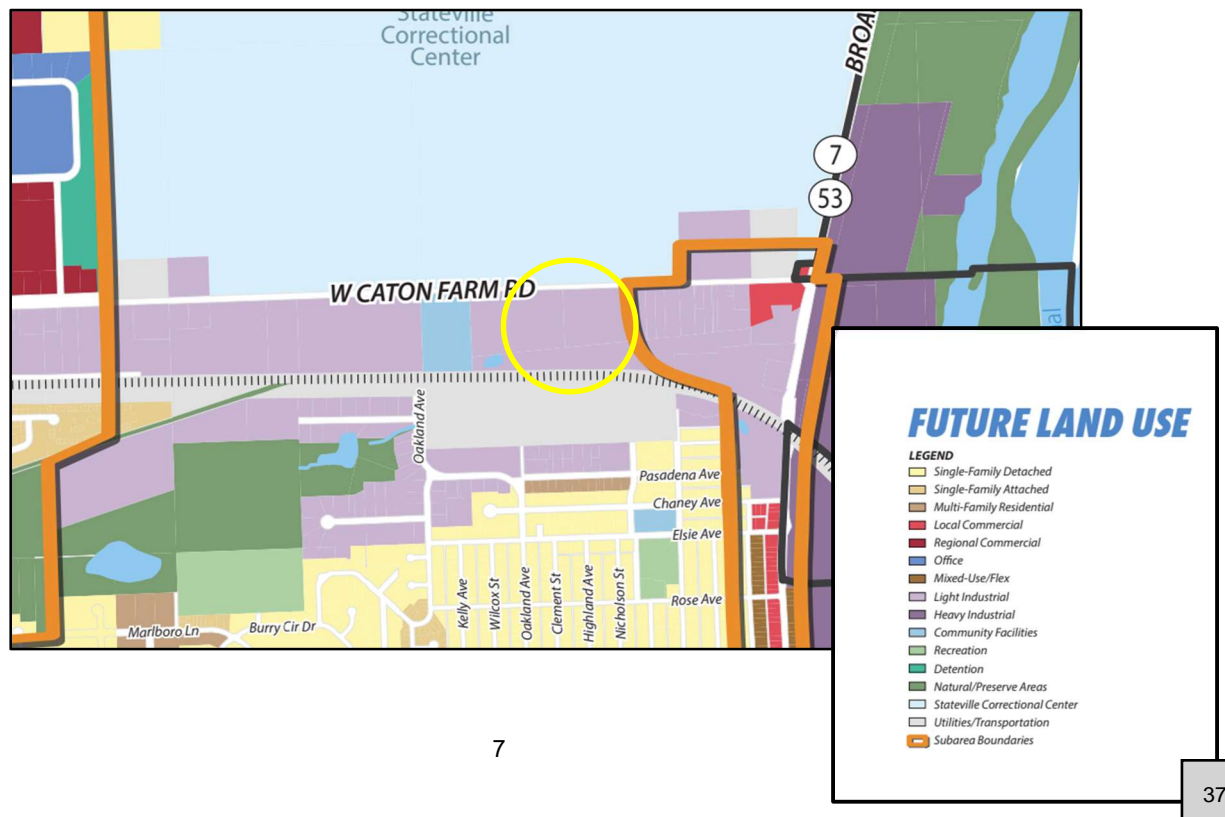
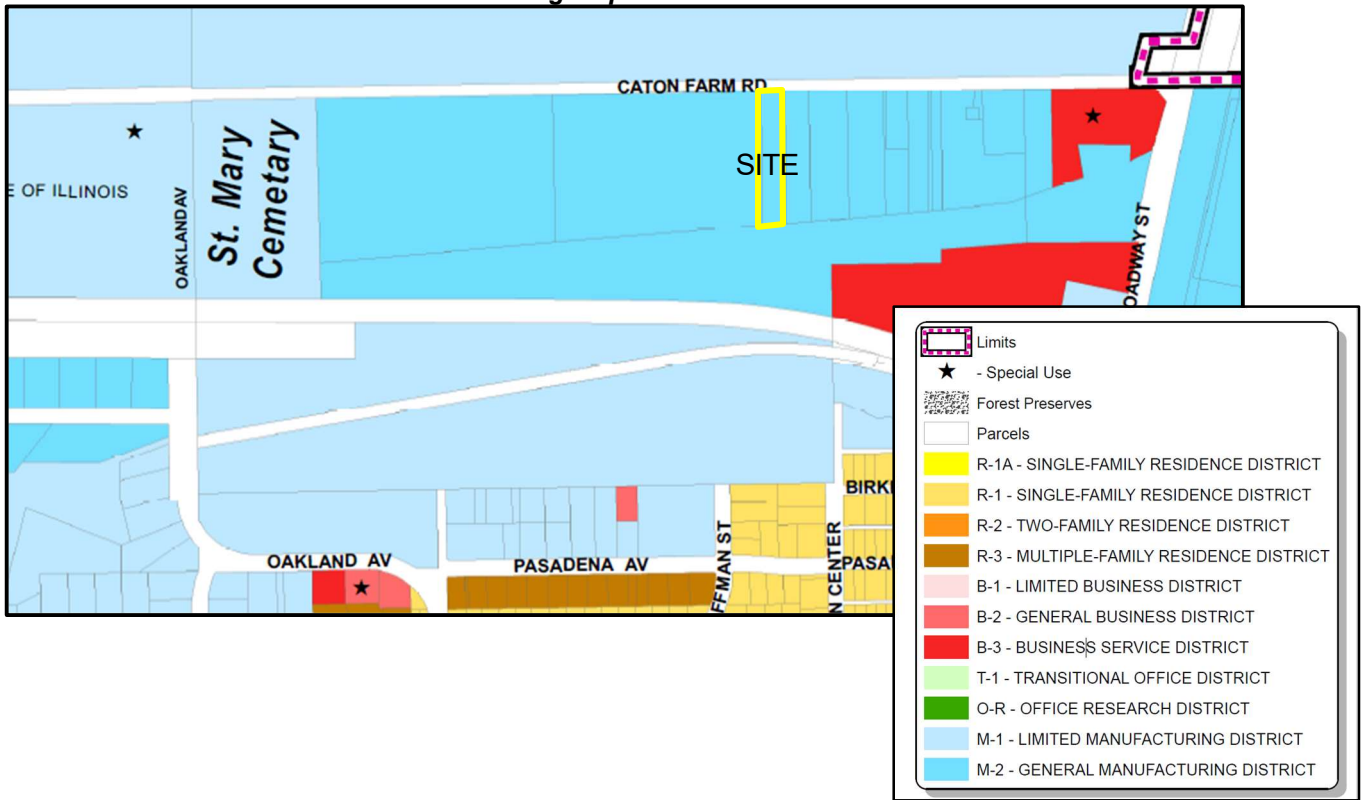
## Exhibit C

For the purpose of supplementing the above standards, the Plan Commission, in making the determination, whenever there are particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

1. *That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.*
2. *The conditions upon which the petition for a variation is based are unique to the property owner for which the variation is sought and are not applicable, generally, to the other property within the same zoning classification.*
3. *That the alleged difficulty or hardship is caused by the Ordinance and has not been created by any person presently having an interest in the property.*
4. *That the proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase congestion in the public streets or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.*
5. *That the variation does not permit a use otherwise excluded from the particular zone except for uses authorized by the Plan Commission, subject to the approval of the City Council, as "similar and compatible uses."*
6. *That the variation granted is the minimum adjustment necessary for the reasonable use of the land.*
7. *That the granting of any variation is in harmony with the general purposes and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, be detrimental to the public welfare, alter the essential character of the locality, or be in conflict with the Comprehensive Plan for development of the City Administration and Enforcement City of Crest Hill.*
8. *That, for reasons fully set forth in the recommendations of the Plan Commission, and the report of the City Council, the aforesaid circumstances or conditions are such that the strict application of the provisions of the Zoning Ordinance would deprive the applicant of any reasonable use of his land. Mere loss in value shall not.*

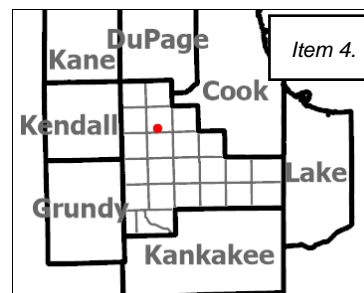
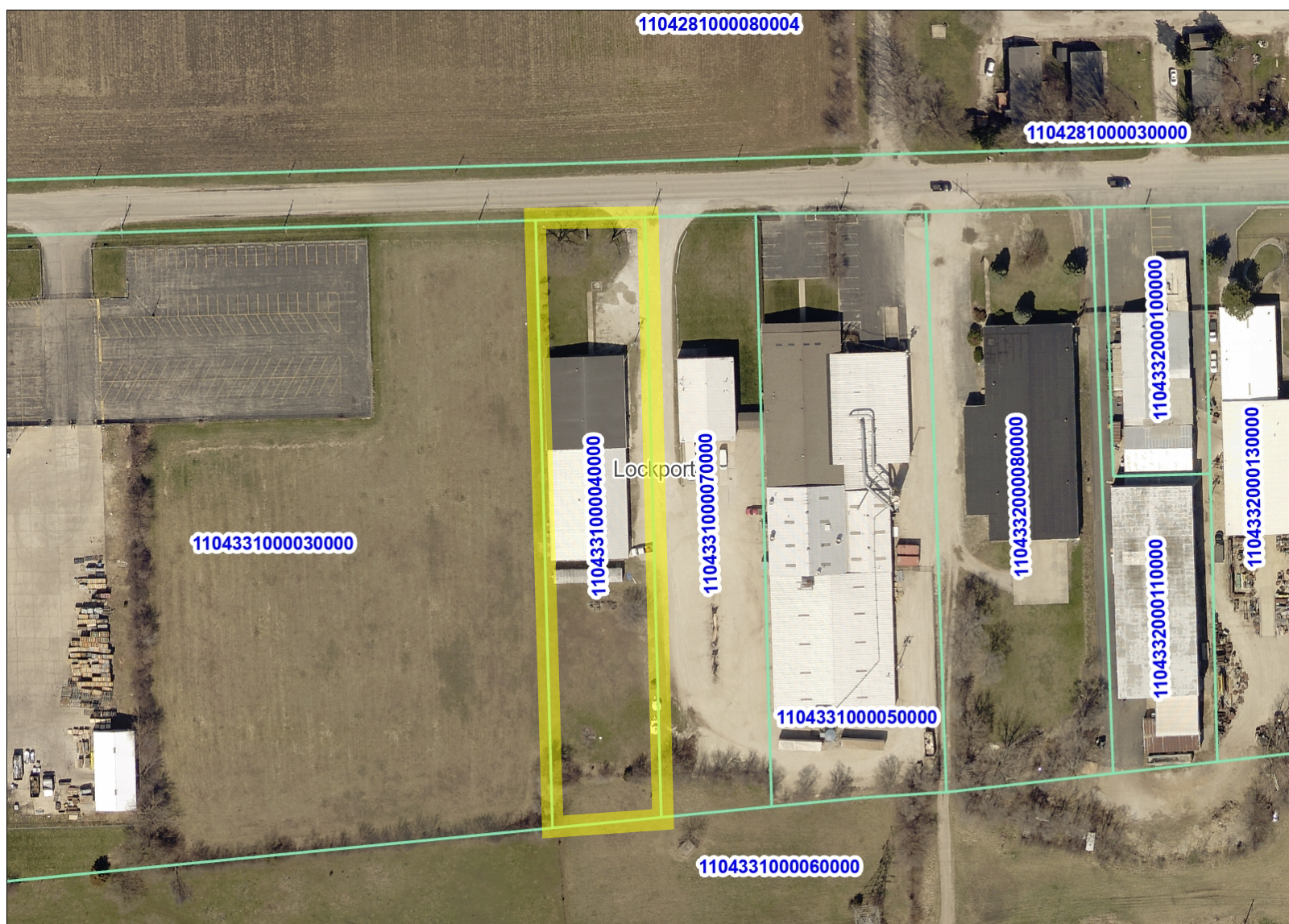


### Zoning Map





## D-Bats of Lockport



### Legend

- Parcels
- Townships

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

0 0.04 0.1 Miles

1:2,257



Disclaimer of Warranties and Accuracy of Data: Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to [gis@willcountyillinois.com](mailto:gis@willcountyillinois.com).


### Notes



Exhibit 4. Item 4.

GRAPHIC SCALE  
20 0 10 20  
IN FEET  
1 inch = 20 ft

[illegible][illegible]

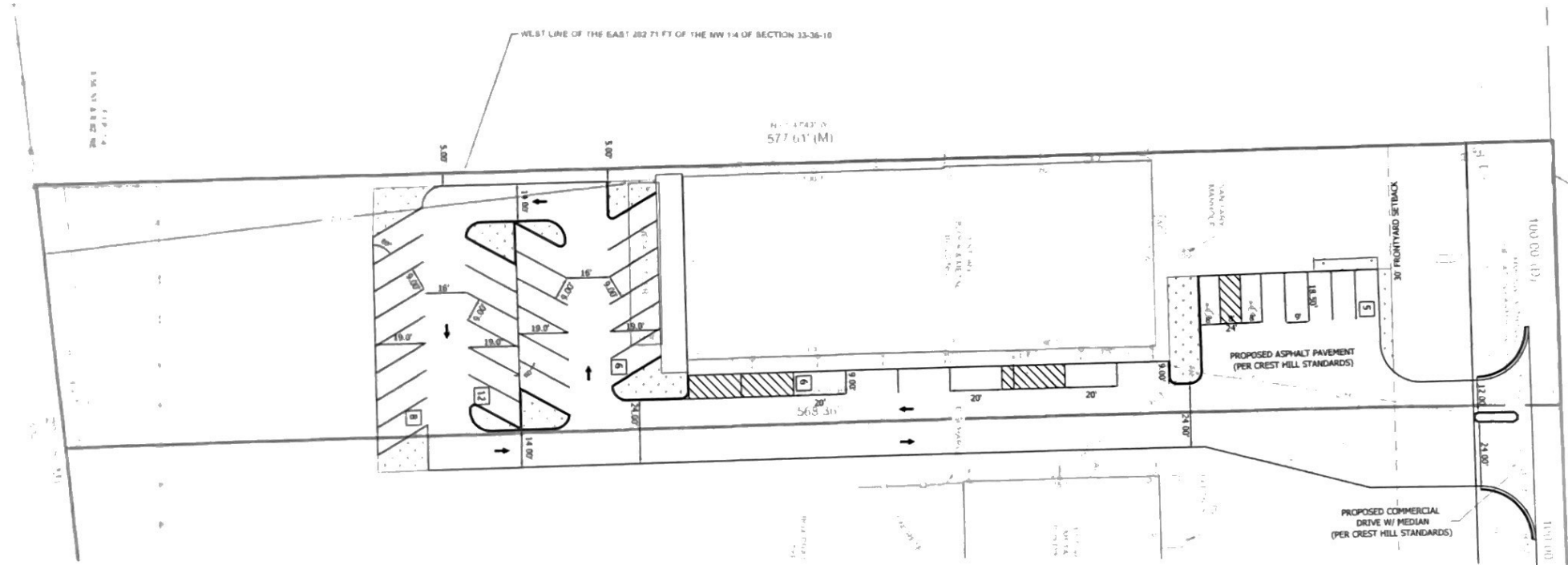
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 <b>ROGINA</b> ENGINEERS & SURVEYORS, LLC 1228 Chumashine Street, Santa, Illinois 815/729-6777 Professional Design Firm License No. 188-000863 - EXP. 6/			39

THE 405 LLC	FILE NO 6844.01
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*Item 4.*

THE WEST 100 FEET OF THE WEST 200 FEET OF THE FOLLOWING DESCRIBED TRACT: A TRACT OF LAND IN THE NORTH HALF OF SECTION 33, IN TOWNSHIP 36 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINS AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID 33, WHICH IS 27 CHAINS AND 49 LINKS WEST FROM THE NORTHEAST CORNER OF SAID SEC., WHICH POINT IS ALSO THE NORTHEAST-CORNER CORNER OF THE PARCEL OF LAND CONVEYED BY CHARLES N. SPRAGUE AND EVELYN T. HIS WIFE, TO OLIVER COOK BY WARRANTY DEED DATED MAY 1, 1926, AND RECORDED IN BOOK 106, PAGE 107, OF THE COUNTY CLERK'S OFFICE, AND PROCEEDS WEST ALONG SAID NORTH LINE 93.122 FEET SOUTH ALONG THE WEST LINE OF SAID NORTH LINE A DISTANCE OF 100 FEET TO THE CORNER, YED, A DISTANCE OF 478.3 FEET, THENCE SOUTHWESTWARDLY A DISTANCE OF 56.21 FEET TO A POINT WHICH IS 498.35 FEET (MEASURED PERPENDICULARLY) SOUTH FROM SAID NORTH LINE OF THE NORTHEAST QUARTER, THENCE WESTWARDLY A DISTANCE OF 754.59 FEET TO A POINT WHICH IS 164.67 FEET WEST FROM THE WEST CORNER OF SAID NORTH LINE OF THE NORTHEAST QUARTER, THENCE WESTWARDLY A DISTANCE OF 273.28 FEET TO THE WEST CORNER OF SAID 33, THENCE WESTWARDLY A DISTANCE OF 273.28 FEET TO A POINT WHICH IS 282.71 FEET WEST FROM SAID EAST LINE AND 577.61 FEET SOUTH FROM SAID NORTH LINE OF THE SAID NORTHWEST QUARTER, THENCE NORTH PARALLEL WITH AND 282.71 FEET WEST FROM SAID EAST LINE A DISTANCE OF 577.61 FEET TO SAID NORTH LINE OF THE NORTHEAST QUARTER, THENCE WESTWARDLY A DISTANCE OF 1089.18 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

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SCALE	1"=20'	RECORDING DATE	DATE OF RECORDING	DRAWN BY	CURR
 <b>ROGINA</b> ENGINEERS & SURVEYORS, LLC 1170 Chisholm Road Fort Worth, Texas 76104-0773 Professional Design Firm License No. 1594-00000 - Exp. 4/		<div style="border: 1px solid black; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">40</div>			
24 THE 405 LLC		FILE NO 6844 01			

3/14/2024



**Platinum Triple Play  
dba  
D-BAT-Lockport  
Baseball | Softball Academy**

## **Business Plan**

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Item 4.

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## **EXECUTIVE SUMMARY**

The following pages represent the business plan for Platinum Triple Play, LLC d/b/a D-BAT Lockport Baseball and Softball Academy. This plan contains a complete analysis of the market, the reasons D-Bat continues its expansion on franchisee growth, and how we intend to not only meet our goals for personal success, but how we will create a positive and rewarding space within our immediate and expanded communities. In addition, we will include data on all the revenue streams offered by D-Bat and the projected financial gains for (first three years) of this business.



### Mission Statement

At D-BAT Lockport, our goal is to improve the physical and mental skills of young athletes on and off the field. Through our mentorship, we stress fundamentals, integrity, sportsmanship, and love for playing the game. D-BAT stands for “Developing Beliefs, Attitudes and Traditions”.



## The D-BAT Franchise Overview



D-BAT Academies—originally Dallas Baseball Academy of Texas—was founded by Cade Griffis in the late 90s from a single location in Addison, Texas.

According to the 2023 DAT Franchise Disclosure Document, there were more than 150 locations across 34 states in the country and six (6) in China. With over 50 additional territories sold, D-BAT will have more locations than any other baseball Academy in the United States.

In Illinois alone, there are currently five (5) existing locations; D-Bat DuPage (2019), Mokena (2020), Hickory (2021), Rockford (2021), Champaign (2023) and coming soon, Lockport (anticipated Summer 2024).

D-BAT Academies are held in the highest regard by coaches and parents alike for their pristine and state-of-the-art facilities, professional instruction, and dedication to teaching athletes to play the game the right way.

D-BAT is the clear market leader with very little competition from smaller organizations or mom-and-pop shops. The competitive advantage is having multiple revenue streams.



## D-BAT-Lockport Academy Overview

D-BAT Lockport will be the sixth franchisee baseball and softball academy in the Illinois market to offer its services to the public.

D-BAT Lockport will encompass a proposed (12,390) square foot facility delivering baseball/softball training and instruction to athletes of all ages. Located in Will County, approximately 30 miles Southwest of Chicago), D-BAT Lockport will be the most state-of-the-art indoor training facility serving not only Lockport, IL, but in the surrounding communities of Romeoville, Bolingbrook, Darien, Burr Ridge, Lemont, Crest Hill, Joliet, and beyond.



### The climate-controlled facility will feature:

- 5 multi-purpose batting cages
- 2 Bullpens
- 3 pitching machines
- Party room/multi-use room
- Instructors lounge
- Pro-Shop powered by Rawlings.

#### *All Hours Open*

*Monday-Friday: 10 a.m. – 9 p.m. (Subject to change based on season. \*Summer hours may be shorter than displayed.*

*Saturday: 10 a.m. – 6 p.m.*

*Sunday: 12 a.m. – 6 p.m.*

**DISCLAIMER**  
D-BAT Academies assumes no liability from the accuracy or completeness of this document. This document or measurements is for informational and visual presentation purposes only and is not to be used as construction documentation. This document does not agree or imply that the proposed space has been approved by D-BAT Academies. It is recommended that all Construction documents must be drafted by a licensed architect.

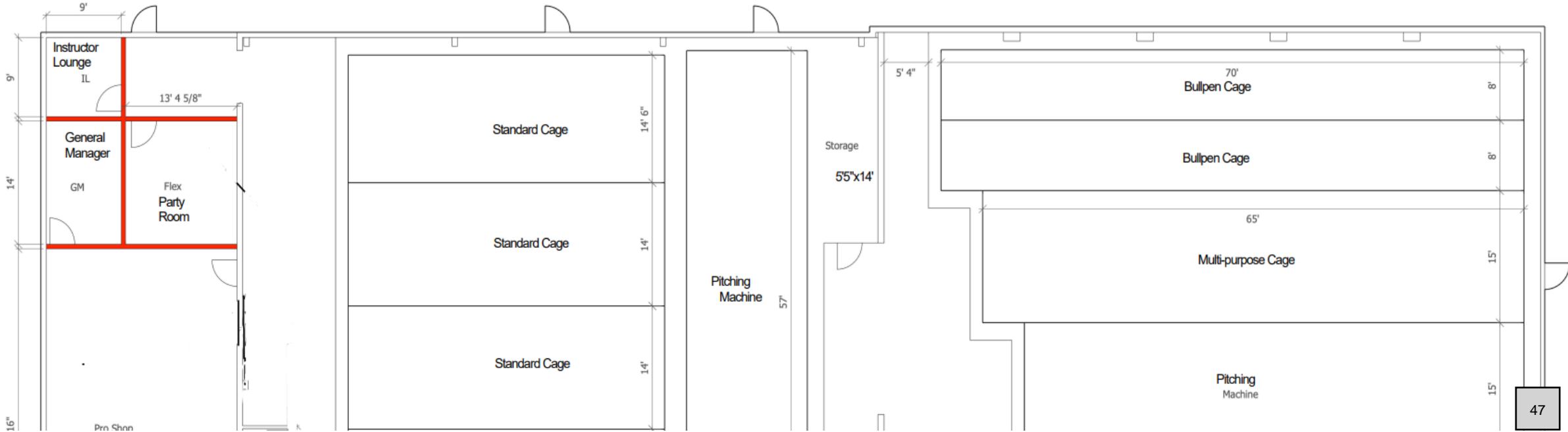
This is to be used for visual purposes ONLY

The below does not account for all D-BAT requirements. There will be additional electrical requirements needed that are not depicted  
On the below drawing such as but not limited to, HitTRAX in the cage area, TV's, Vending, Lighting, electrical outlets in offices area per code, etc.

All Drawings, Specifications, & other documents prepared by D-BAT & D-BAT's consultants are instruments of service solely for this project and are not permitted under any other use.



Lockport, IL



## Immediate Business Goals



1. The first objective of D-BAT Lockport is to complete the buildout by end of June, 2024 **and open our doors by July, 2024 (Q3).**
2. Ensure parking lot repair will be completed by opening day. See next page for details).
3. The success of our business will depend on several revenue streams; One of the primary being MEMBERSHIP. D-Bat Lockport will conduct pre-sale of memberships, which will go into effect on opening day.
4. Recruiting and hiring of instructors & and trainers from local high schools, colleges, and universities.
5. Establish D-Bat events calendar for hosting of camps, clinics and private lessons

- Exhibit A: Parking

## **Parking Variance**

425 Caton Farm Rd is projected to hold approximately 40 parking spaces (front and rear). \* Additional parking may be available on the side of the building; if permissible.

On a typical day, D-Bat Lockport will hold no more than 100 patrons at one given time. Data compiled to justify a parking variance is as follows:

1. Camps and Clinics are held from 9 am-2 pm. This is standard across all currently operating D-Bat Franchisees. During this time, cage nets are pulled back to provide an in-field area.
  - The average camp or clinic will consist of 25 patrons.
  - Parents tend to drop children off and pick them up upon camp/clinic have finished.
2. Cage Use: Assuming all cages are being occupied simultaneously, there will be a mixture of teams and single-user cages.
  - 5 standard cages can total 10 patrons per cage = 50 patrons
  - Each Bullpen (total of 2), would consist of 6 patrons each = 12 patrons
  - 3 Pitching Machines, average of 3 patrons per machine = 9 patrons
  - 1 general manager/owner
  - 1 assistant
  - Parents
  - Team Practices- When baseball/softball teams choose D-Bat to host their practices, we have found many patrons car pool; reducing the need for individual patron parking.
  - Also, while some parents stay for the duration of practice, many choose the drop-off/pick-up method. This “revolving door” approach allows for reduced parking needs.

### 1. Special Events

- Meetings- Will be held at a specific time and subject to availability and season. They will not conflict with cage use; therefore, controlling total occupancy numbers
  - Parties- Include reserved cage rental times; therefore, also controlling occupancy numbers. The average party will consist of 15 patrons plus parents = approximately 45 patrons.
1. All existing D-Bat locations, 8,000-15,000 SFT currently hold between 25-35 parking spaces each. (Data provided by D-Bat Corporate, 2023). D-Bat corporate has found this number of parking spaces more than sufficient to accommodate their patrons on an average business day.





## **About the Owners**

The academy will be owned and operated by six partners (three couples). All members will have equal ownership of the business and will share duties and responsibilities. Jaime Murillo, Edith Murillo, Lucia Murillo, Miguel Yniguez, Patrick Dillon & and Eva Luevano, will own, run and make the day-to-day operational decisions of D-BAT Lockport.



Item 4.

Meet **Jaime “Jimmy”**:

Jimmy is our “Baseball Maverick”. He is a loyal Chicago Cubs fan, but roots for all Chicago sports teams. Jimmy sleeps and breathes baseball. He dedicated many years to coaching his sons’ throughout their little-league years and remains active with their travel baseball. He holds a Bachelor of Science in Technical Management Degree and a Certificate in Cyber Security. Jimmy has spent most of his working life in the IT Operations sector. He plans to use his technical skills and baseball knowledge to ensure the passion and respect for the sport is felt throughout D-BAT Lockport.



### **Meet Edith:**

Edith is our “Business Brainiac”. She grew up in the business world and has a natural neck for it. Edith holds a Bachelor of Arts Degree in Spanish and a Master of Science Degree in Healthcare Communications. She has worked in management for many years and is always three steps ahead of the game; especially when it comes to plan preparation and readiness of our D-BAT Lockport location. She plans to use her management and communication skills to engage with local youth groups and communities, to introduce the D-Bat brand, increasing our membership base and family.



Item 4.



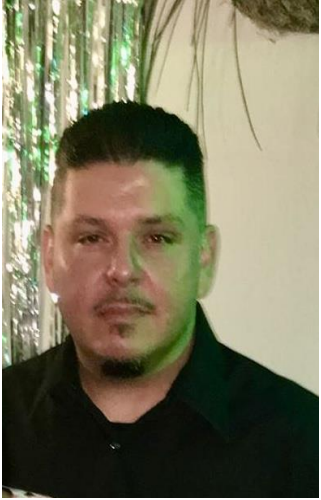
### **Meet Lucia \*Lucy**

Lucy is our “V.O.C.” Vendor Ops Contact. She majored in Business and holds a Bachelor’s degree in business administration. Lucy currently works in managing operations; overseeing a multitude of vendor and provider relationships within the healthcare sector. She is well versed in multi-tasking and ensuring everyone marches to the same beat. She plans to use her background to work directly with vendors but will also with staff to ensure they exemplify D-Bat Lockport’s values and traditions.



**Meet Eva:**

Eva is our “By the Book Jewel”. Having worked in Human Resources for more than a decade now, Eva possesses a wealth of knowledge pertaining to full cycle HR; especially in on/off-boarding processes. She is attentive, careful, and pays attention to detail. Eva holds a bachelor’s degree in business management. She finds that the common attributes any organization must have in order to be successful, are respect and structure. Eva plans to use all her resources to promote a healthy, safe, yet fun, workplace. She commits to embodying what D-BAT Lockport should represent to our staff, our members and all extended baseball/softball communities.



### **Meet Miguel:**

Miguel is our “Curious Master”. He is a die-hard Whites Sox fan, but cheers on all Chicago sports teams. Miguel has been very involved with **his** son’s baseball journey; past and current.. Miguel holds a certificate in the automotive technology field. He is currently a Master Certified Journeyman Technician. He has extensive experience in the automobile industry, is always curious to know how things work, and can fix just about anything. He plans to use his logic and technical skills to make certain all D-BAT Lockport machines and equipment are properly working so that they are ready to use by all patrons who love the game as much as he does.



### **Meet Patrick “Pat”**

Pat is our “Catalyst”. He may come across as an introvert but quite often surprises everyone with his bold ideas. He is an avid all-around sports fanatic, but not only does he enjoy sports, he surrounds himself with people within that circle. Pat is a Union Certified Journeyman Engineer. He prides himself in being able to offer solutions for future planning and is ready to step in during unprecedented circumstances. With his go-getter attitude, Pat plans to bring further recognition to D-Bat Lockport by introducing past and present athletic talent to our camps and clinics.



## KEY PERSONNEL

D-BAT Lockport) will be owned and operated by all owners as listed above. Day-to-day operations will be divided and conquered by all six owners up to the first year. Thereafter, we intend to bring a General Manager, who will oversee day to day operations. Regardless of the GM status, all owners will continue to be present (on rotating days and times), to ensure the business is running accordingly. In addition, a front desk assistant will also be hired to tend to incoming patrons, vendors and all who enter D-BAT Lockport's doors.

During the buildout process; leading up to the first few months of operation, Jaime Murillo will be in the interim GM. Edith Murillo, along with Patrick Dillon will be the in charge of advertising, marketing and scouting new hire talent for instructor roles. In addition, both will work together to conduct outreach and will use connections within the sports world, to hire sports figures for camps and clinics. Although Edith and Pat may take the lead on coordinating events, all owners will play a significant part.



## KEY PERSONNEL

Assisting the Interim General Manager will be Lucia Murillo. Jaime and Lucia will work collaboratively on all things revenue, and in bookkeeping all finances. Lucia will work directly with vendors on contracts, negotiations, and any communication related to D-BAT suppliers.

Eva Luevano will join Lucia on the operational side by assisting with employee-related tasks; interviewing, hiring, onboarding, payroll, and more. Miguel Yniguez will provide support to the GM by brainstorming ideas to increase revenue and serve as a resource for membership-specific inquiries. Miguel will also be tasked with monitoring and maintenance of all equipment; so as to not interrupt revenue flow.



Upon start-up, we intend to bring in an intern, and eventually a part-time Front Desk Attendant. This individual will be hired on an hourly, as-needed basis. An Assistant General Manager will be hired by GM as business increases, and we can substantiate the additional resources.



## **D-BAT'S COMPETITIVE ADVANTAGE**

D~BAT Academies also enjoy the lowest available pricing from major retailers due to the buying power through the D~BAT Corporate office. D~BAT Powered by Rawlings and Easton” co-branded retail spaces first began opening in Nov. 2020 in select Texas and Florida locations; followed by an additional 50 locations in various states. On May 10<sup>th</sup>, 2022, Rawlings became the official brand of D~Bat franchises across the country. Members enjoy Pro-Shop discount perks and special pricing on cage rentals, lessons and camps.



D~BAT incorporates seven revenue streams, allowing franchisees to generate multiple income streams that other baseball/softball academies do not offer. D~Bat corporate collects royalties at 60(individual locations)/40(corporate) exclusively. However, for the remaining six revenue streams **and** any additional revenue sources, D-Bat Lockport collects 100% royalties. ,

D-BAT Lockport will leverage the business model set forth by D-BAT Corporate to its fullest. The D-BAT name stands for Developing Beliefs, Attitudes and Traditions, and D-BAT Lockport will diligently work to build upon this proven tradition of success.



## **REVENUE STREAMS**

- CAGES
- CAMPS/CLINICS
- COACHING
- TEAMS
- INDIVIDUALS
- COMMUNITY EVENTES
- GIVING BACK

## **BASEBALL/SOFTBALL**

- CREDITS
- PARTIES
- MEETINGS
- EVENTS
- PRO SHOP

## **THE MEMBERSHIP ADVANTAGE**

- MEMBERSHIPS
- PLATINUM
- GOLD
- DISCOUNTS
- PERKS

**MARKET  
ANALYSIS**



# Industry Description

D-Bat uses the Buxton Reporting, (a sophisticated sales and revenue forecasting analysis tool) to determine where the largest baseball and softball presence exists within any market. According to the 2024 Buxton report, Lockport, IL showed to have over 80% baseball and softball presence. The average T-ball player begins playing as early as 4 years old and continues through high school and beyond. Competition to make the cut in school and club teams is fierce. Coaches, parents and players are looking for every opportunity to sharpen their talent.



Quality baseball/softball instruction provided by professional instructors in a state-of-the-art environment can provide the edge an increasing number of parents and athletes are looking for in a competitive market.



Young athletes are looking for more specialization and individualization, creating a market in which millions of dollars are spent year-round on baseball/softball teams, equipment, and instruction

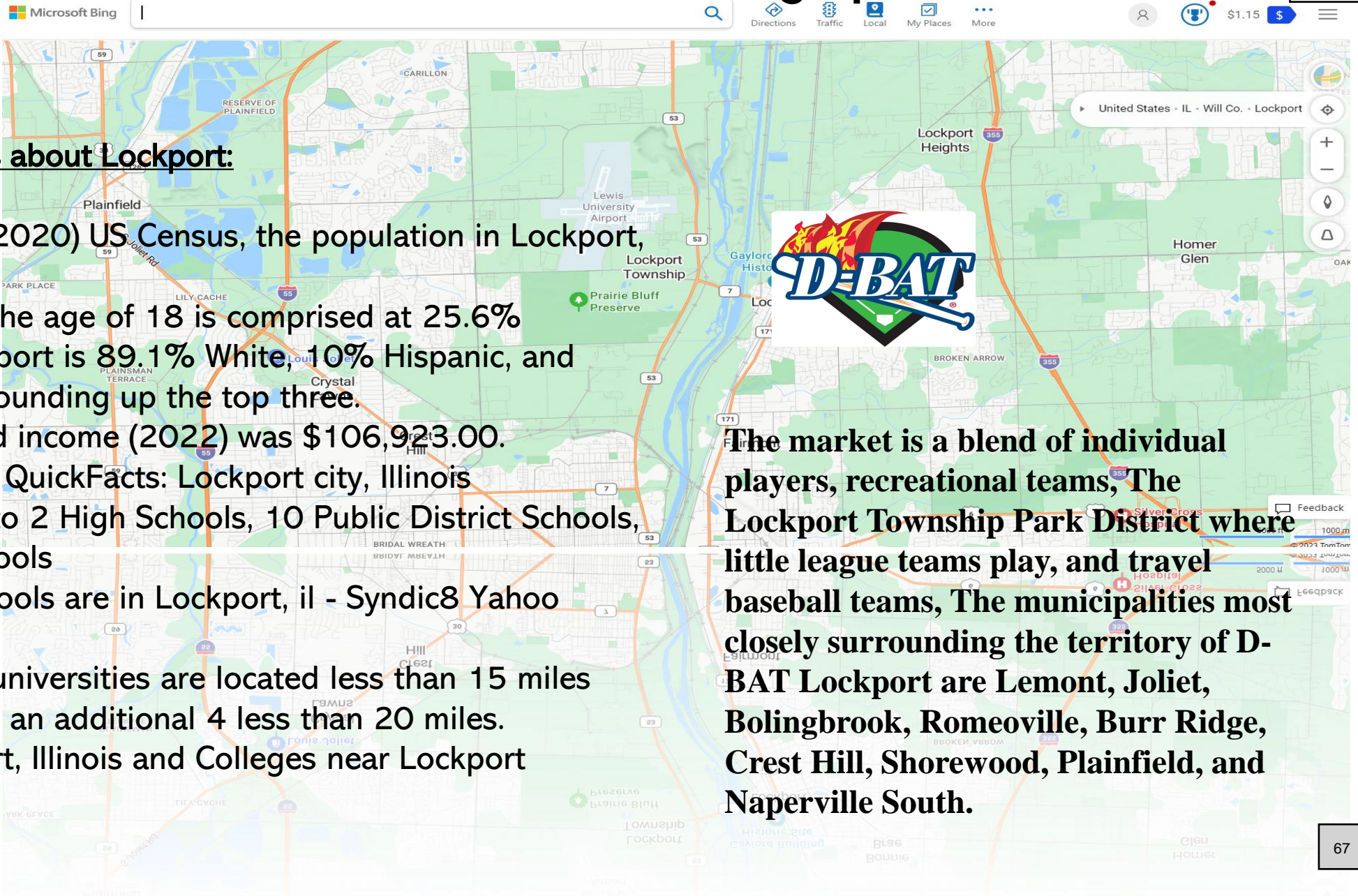
## The D-BAT Difference

We feel this industry has much room for growth. We also feel baseball is often highlighted, leaving softball behind. As a franchise comprised of 50% male and 50% female, our goal is to welcome, encourage and embrace ALL patrons. We also aspire to empower young girls to reach their athletic potential, whether it be in baseball or softball. In the Midwest states, Illinois being one of them, we treasure our Spring and Summer days but understand they are limited. Therefore, usage demands for indoor conditioning are difficult to come across if players are not exclusive to teams that have their practice facilities. For these and many reasons more, D-Bat’s temperature-controlled facilities are the places to be year-round.



# Market Size and Demographics LOCKPORT

Item 4.



## Here are a few facts about Lockport:

- According to the (2020) US Census, the population in Lockport, IL was 26,118.
  - Population under the age of 18 is comprised at 25.6%
  - Per ethnicity, Lockport is 89.1% White, 10% Hispanic, and 6.4% mixed race; rounding up the top three.
  - Average household income (2022) was \$106,923.00.
- U.S. Census Bureau QuickFacts: Lockport city, Illinois
- Lockport is home to 2 High Schools, 10 Public District Schools, and 12 Private Schools
- how many high schools are in Lockport, il - Syndic8 Yahoo Search Results
- Five colleges and universities are located less than 15 miles from Lockport; with an additional 4 less than 20 miles.
- Colleges in Lockport, Illinois and Colleges near Lockport (collegesimply.com)

**The market is a blend of individual players, recreational teams, The Lockport Township Park District where little league teams play, and travel baseball teams, The municipalities most closely surrounding the territory of D-BAT Lockport are Lemont, Joliet, Bolingbrook, Romeoville, Burr Ridge, Crest Hill, Shorewood, Plainfield, and Naperville South.**

## Baseball and Softball in Lockport and Surrounding Communities



We can identify prospects who fit D-Bat criteria through an innovative analysis and forecasting tool called the Buxton Report. This sophisticated instrument of technology has the capability of filtering specific criteria to identify baseball/softball potential customers throughout the entire United States. It can identify young children in a household, and the shopping habits of that household (for example a visit to Dick's Sporting Goods) to purchase something athletic. It detects the frequency of such purchases and tracks any association with the sports of baseball and softball, to provide a Buxton score. For Lockport and its surrounding municipals, the Buxton report displayed an 86% potential.

We must keep in mind that the percentage itself is only an identifier of “potential” customers. Securing a lease at a “fair value” and putting forth sweat equity, will ultimately generate higher revenue. However, being able to identify that Lockport and surrounding municipalities display such percentage, provides a promising and bright revenue stream.

**See Exhibit B in Appendix**







## Statistics for top “3” neighboring cities

Item 4.

### Crest Hill Statistics:

- Population in 2021: 20,293 (98% urban, 2% rural).
- Population change since 2000: +52.2% Males: 11,476 (56.6%) Females: 8,817 (43.4%)
- Median resident age: 40.3 years Illinois median age: 39.0 years
- Estimated median household income in 2021: \$61,853 (it was \$45,313 in 2000) Crest Hill: \$61,853 IL: \$72,205
- Schools: (2024) there are **4 public schools & 2 Private schools**  
Read more: <https://www.city-data.com/city/Crest-Hill-Illinois.html>

### Romeoville Statistics:

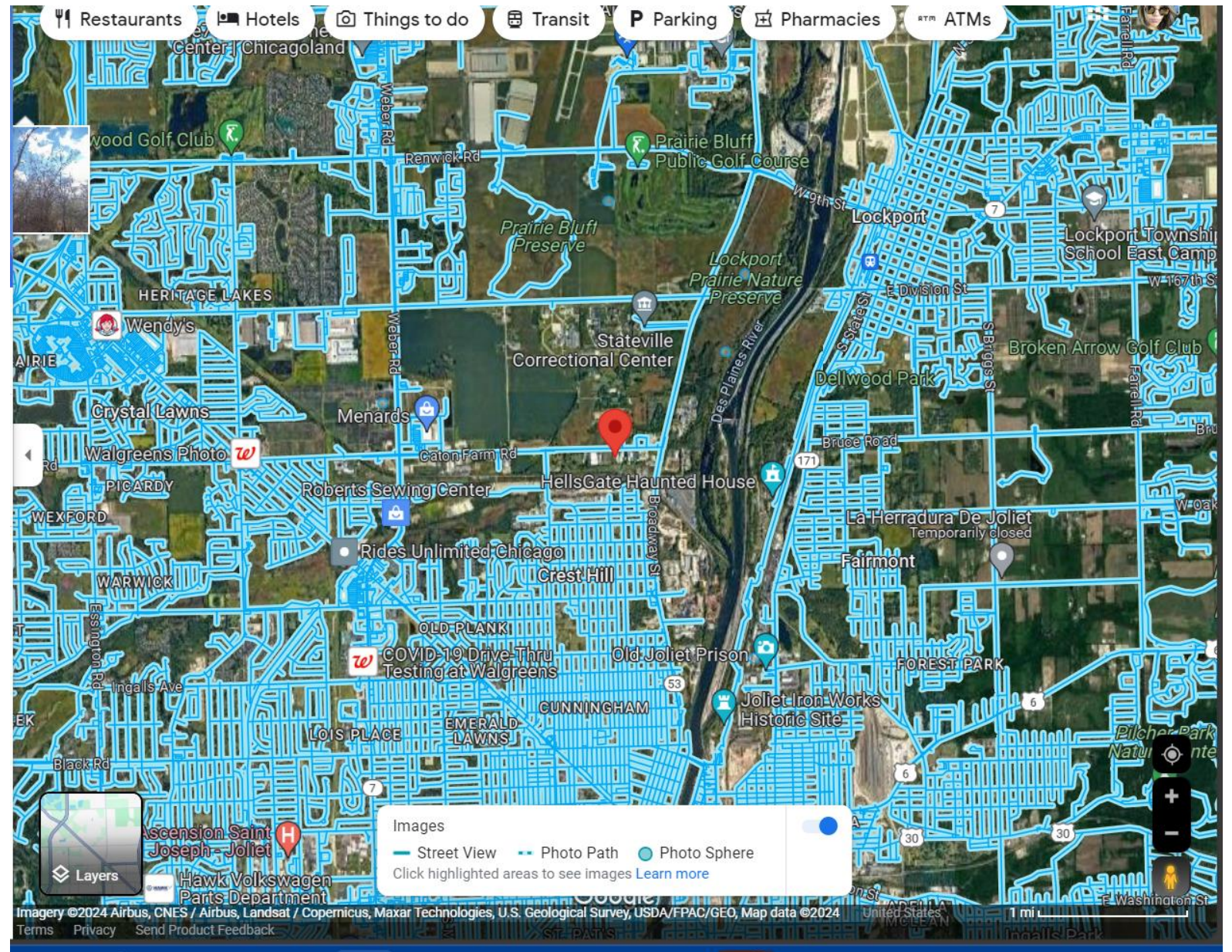
- Population in 2021: 40,469 (100% urban, 0% rural).
- Population change since 2000: +91.3% Males: 19,971 (49.4%) Females: 20,498 (50.6%) Median resident age: 36.1 years Illinois median age: 39.0 years
- Estimated median household income in 2021: \$86,364 (it was \$60,738 in 2000) Romeoville: \$86,364 IL: \$72,205  
Schools: Valley View School District 365U comprises most of the thriving communities of Bolingbrook, Romeoville and portions of Plainfield, Lockport, and Downers Grove. Formed in 1972, the district now serves the educational needs of approximately 18,000 students in 22 educational facilities.  
Read more: <https://www.city-data.com/city/Romeoville-Illinois.html>

### Joliet Statistics:

- Population in 2021: 150,372 (100% urban, 0% rural).
- Population change since 2000: +41.6% Males: 76,214 (50.7%) Females: 74,158 (49.3%) Median resident age: 34.9 years Illinois median age: 39.0
- Estimated median household income in 2021: \$76,495 (it was \$47,761 in 2000) Joliet: \$76,495 IL: \$72,205
- Schools: Joliet, IL District 44 has 50 Elementary Schools, 27 Middle Schools, 14 High Schools: 38 Public District Schools, 49 Private Schools  
Read more: <https://www.city-data.com/city/Joliet-Illinois.html>



# MAP OF 10 MILES AREA RADIUS FROM D-BAT LOCKPORT





# COMPETITIVE ANALYSIS



D-BAT Lockport) will not have any direct competitors, but will have 3 indirect competitors within a 10-mile radius. These competitors do not offer an “apple to apple” market comparison. The indirect competitors offer lower or similar prices, with a limited range of services. Competitors primarily focus on batting cages and lessons. Our marketing strategies will focus on promoting all of D-BAT’s services without negatively targeting any of the mentioned indirect competitors.

We believe the location is void of any serious challengers providing consistent individualized, differentiated instruction with knowledgeable and professional instructors. DBAT-Lockport will offer a 21<sup>st</sup>-century facility including access to equipment, technology, and overall, the best product for purchase).

Our indirect competition at present are:

- **The Hitting Hut Hit Trax**
- **PWA Ball Club**
- **Genuwine Sports Training**

## **THE HITTING HUT HITTRAX**

**2601 Plainfield** rd., Joliet, IL 60435

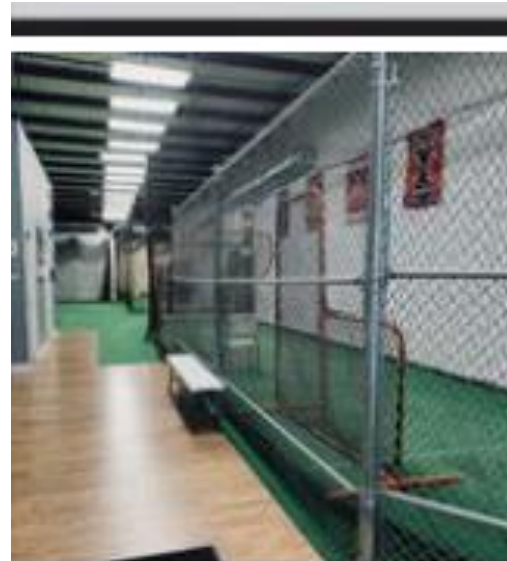
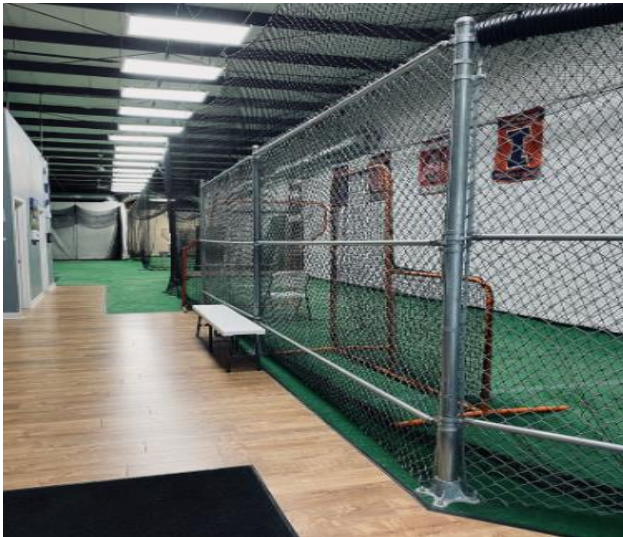
- State of the art batting cages
- # of cages: 3
- 24/7 Access
- Climate Controlled
- Free Wi-Fi
- Discounts on Hit Trax Sessions and Leagues
- Membership Options
- Single Month to Month-\$69.00
- Single 6 Month (save \$10 per month)
- Single 12 Month (save \$20 per month)
- Family Month to Month-\$99.00
- Family 6 Month (save \$10 per month)
- Family 12 Month (save \$20 per month)
- Camps
- Pitching lessons



## **PWA BALL CLUB**

2725 W Jefferson St, Joliet, IL 60435

- There is no official website. PWA operates out of Facebook
- Only service matching that of D-BAT Lockport- Batting Cages (#unknown)
- Pricing: \$20/cage/hour
- No additional services offered or listed on Facebook page.





**GENUWIN Sports Training**  
**544 Anderson Dr., Romeoville, IL 60446**

- 24,000 square foot sports complex
- Two infields
- Seven batting cages.
- individual private lessons and group training in baseball and softball.
- Field rentals are available for baseball and softball.
- Sale of baseball/softball bats and gloves
- Caters to established teams



Rates include:  
Individual Private Lessons

\$55.00 per half hour  
Package #1: 20 Lessons – \$50.00 per half-hour ( \$1000.00 paid in advance )

**Field Rental**

- \$125 per hour – minimum of 12 dates ( must be consecutive excluding holidays)
- Cage Rental
- No Machines – \$40 per hour
- With Jugs Machines – \$45 per hour
- Weekends – \$30.00 per hour with or without machines

Item 4.

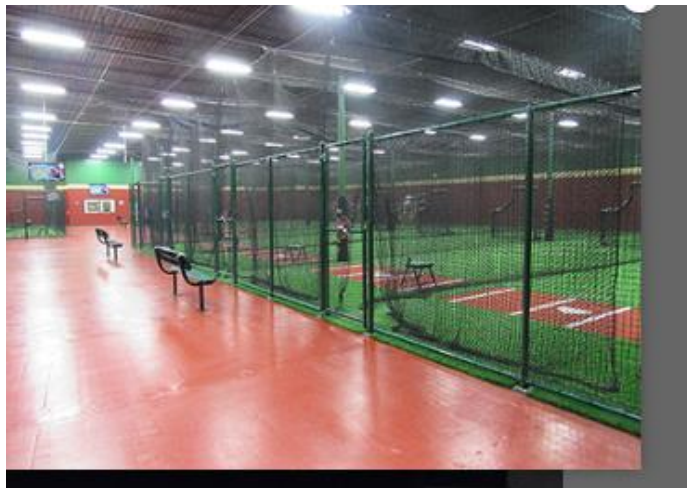


Even though we will offer similar services as some of our direct and indirect competitors when it comes to camps, cages and lessons, **they cannot compete with our location, facilities, name brand/value and services rendered. D-Bat Lockport will offer an extended array of services and benefits to its current and future patrons.**



## D-BAT ILLINOIS MARKET

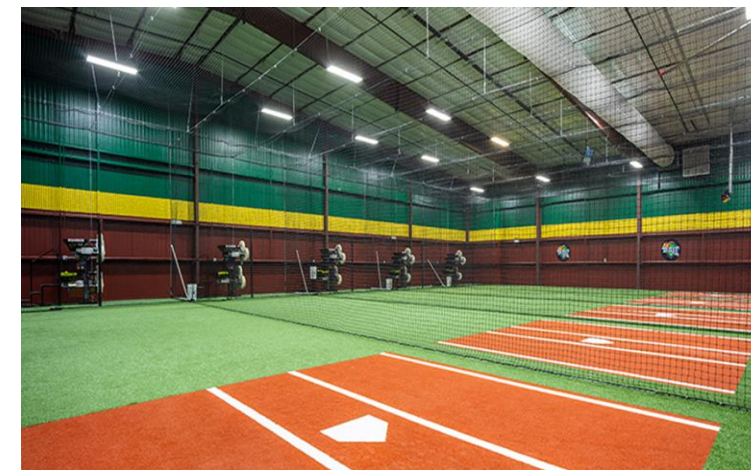
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**DUPAGE**



**MOKENA**



**HICKORY**



**ROCKFORD**



**CHAMPAGNE**



**LET'S WELCOME LOCKPORT**



## **DESCRIPTION OF PRODUCTS/SERVICES**



## D-BAT Lockport Offerings

Item 4.

We recognize local players and teams have a number of choices when they are selecting training and equipment. We want D-BAT (Location) to be the first indoor training facility that comes to mind when players and teams think of training and instruction in that area. Therefore, we strive to deliver a first class experience. From the time the customer calls for reservation/information until they have completed their training and left for the day, our objective is to offer them quality service throughout their experience.



Additionally, we will offer a fully stocked Pro Shop geared toward teams and players alike. We will sell high quality \*D-BAT Inc. and Rawlings products

We will offer a state of the art facility, a computerized reservations and scheduling system that integrates with a mobile App, automated credit card approval, clean safe cages and equipment, an inviting place for parents to sit and watch, and a video room for digital analysis.

We will offer cages for pitchers to work on their mechanics or hitters to work on their swing. Teams or groups can rent cages and use them for either individual training or retract the netting for team training.

With 8 planned cages, as well as a 50'x60 turfed multi-use training area, we will have plenty of room to handle groups, teams, instruction, cage rental and token sales all at the same time.



## Our Products and Services

Item 4.

Our initial goal is to achieve the maximum income possible from each unit used while leaving our customers feeling like they received maximum value.

To do this, we will offer all new equipment, displays, floor covering, netting, etc. We will offer pricing consistent with the customers perception of the value received. We believe this will be achieved by creating an outstanding image in each customer's mind by providing a fun, clean, safe and educational environment. All signage and logos will be professionally printed and applied. All pro shop furnishings and displays will be new and immaculately maintained. Training areas, aids and equipment will be the best in the industry, clean and maintained at top performance

**The following provides a detailed description of each service and product we will offer**

**\*refer to Exhibit C for pricings and service benefits...**





**Lessons** - Offered as daily or recurring membership. We will employ 8-10 instructors and coaches, (starting at 4-5 for Year 1 and gradually increasing based on demand), who will train athletes by reservation. Employees will be recruited using social media, advertising, word of mouth, referrals, and direct recruitment through college/university career services centers.

**Cage Rental** - offered to walk-in and membership holders. We will have netted hitting and throwing tunnels available for individual, team and member rental to use for physical training, hitting or throwing, and catching.

]

**Token/Machine Use** - Offered to walk-in and membership holders.

We will have 8-9 netted hitting tunnels available for individual, team and member rental to use for hitting practice. These will be offered only through token purchases. Price per token for walk-ins is \$\$\$ each.



**Pro Shop Sales** - When customers walk into the facility, they will be welcomed by a fully stocked, professionally constructed Pro Shop offering the latest varieties of baseball and softball bats, gloves, clothing, equipment and protective gear offered by D-BAT Sports, as well as by companies such as Easton, Rawlings, Wilson, Under Armor, and more. Additionally, DBAT exclusive items such as gloves, batting gloves, and wood bats to name a few will also be offered.

**Camps & Clinics** - At D-BAT, our camps and clinics provide a great opportunity for players to improve skills while having fun at the same time. Spring Break and Summer Camps are popular with parents who are looking for something constructive to keep their ballplayers busy while school is out. Holiday camps provide a great opportunity for ballplayers to stay sharp before and during the spring season. The “Bat Speed Clinic” & “Power Pitching Class”, for example, are conducted during the winter and are considered by many players to be valuable attributes for their continued development. Additionally, D-BAT Lockport will offer college camps and clinics that are led by nationally ranked college programs in both baseball and softball, including Bradley University, Chicago State University, DePaul University Southern Illinois University, and Loyola University. We will have several fall classes that are available to suit every player’s needs.

**Birthday Parties & Social Events**- We will offer a large multi-purpose room that will be perfect for birthdays and fun corporate events. Our party room/lounge will not only serve for parties and events but will also allow parents a full view of their child’s D-BAT experience from the comfort of our climate controlled seating area

**Memberships** - The D-BAT Membership Program is the most innovative of its kind and rewards the dedicated ballplayer with the means to improve their physical and mental skills.)

Membership fees recur month-to-month with no contracts and no setup or cancellation fees. You can cancel at any time.



YEAR	Memberships	Camps /clinics	Lessons	Tokens credits	Pro shop	Cages	Parties Events	Total
**2024	\$157,000	\$60,000	\$250,000	\$47,000	\$58,000	\$52,000	\$16,000	\$640,000
2025	\$250,000	\$170,000	\$400,000	\$100,000	\$150,000	\$200,000	\$25,000	\$1.2M
2026	\$275,000	\$195,000	\$550,000	\$120,000	\$200,000	\$260,000	\$31,000	\$1.37M
TOTAL	\$682,000	\$425,000	\$1.2M	\$267,000	\$408,000	\$512,000	\$72,000	\$3,210,000

The above calculation used to arrive at monthly revenue is based on cost per membership being:

- 1. \$204,6000 for Gold and \$477,400 for Platinum for the combined 3 Year period
- 2. 30% of membership being Gold and 70%being Platinum
- 3. Applying a royalty fee of 40% paid to the franchisor would then take place per memberships ONLY (\$272,800).



# MARKETING STRATEGIES





## Implementation Summary

Item 4.

**As we begin the installation of the facility and as we approach opening, we will market in the local community using flyers, signage at the facility, direct calls, email and social media. The franchise web site will begin a marketing push to site users and members in the area.**

- ☐ We will make personal connections with the area school coaches and set up a marketing strategy to each of the area youth and adult leagues. We will contact the student activities and intramural director at (all neighboring universities). When possible, we will attend local baseball and softball events to introduce ourselves and to invite customers to our opening.
- ☐ At our grand opening, we will have top-of-the-line bats, gloves, monthly membership promotions, and clinic registration giveaways and drawings to get people in the door. We believe once the word gets out about the facility, it will spread quickly through teammates, classmates, and word-of-mouth.
- ☐ Our goal is to maintain a professionally operated facility providing the highest quality specialized and individualized training with the top-of-the-line equipment available while aiding athletes to achieve their top potential. We will not target the lower-end consumer. We intend to market heavily to the local leagues and teams to generate interest prior to our grand opening.
- ☐ We will focus time and effort on the grand opening to generate interest and curiosity by getting people in the door. We believe word-of-mouth and social media will also be major factors in our future growth.
- ☐ Our main channel of distribution is direct to our customers with local promotional efforts. We consider each of our personnel to be part of the sales organization. The friendliness and service we can offer our customers is one of the best sales tools we will have. Top-of-the-line



# COMMUNICATION STRATEGIES

## TARGET(S)

Our targets will be teams (via coaches), individual players and parents of kids between the ages of 3-18. As a secondary target, we will market to all college and universities within a 15miles radius; including, but not limited to, Lewis University, Joliet Junior College, Benedictine University, College of DuPage and beyond.

## GUERILLA TACTICS

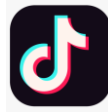
We propose to set up D-BAT Lockport booths/hand out materials at local parks during games and tournaments

## PROMOTION

As with any business, word-of-mouth is the best promotional tool. We understand that every interaction with a parent or player is a new opportunity to spread the D-BAT (location) message.



**website tbd**  
D-Bat franchise services assist in this area by maintaining our website on the franchise site.



**D-BAT Inc. franchise services provide proven techniques for both the initial opening and continued marketing. Such techniques include direct mailings, membership email pushes, special offer fliers, etc. In addition to that, we will market using the following mediums:**

# FINANCIAL MANAGEMENT



## Assumptions

The baseball and softball industry is continuing to grow in popularity, so the demand for a high quality academy like ours is bound to increase. Playing time is somewhat seasonal and we recognize that repeat business, weather, economic conditions and growth of youth sports will determine our success.

## Start-Up Funding Request

D-BAT Lockport) seeks financial support via a Small Business (SBA) loan, to start a new location in Lockport, IL). The finances will support a new franchise facility improvements, new inventory and equipment, some operating expenses and marketing. We are looking to secure funding of approximately \$500,000.

## Financials Pertaining to Property Lease Agreement

D-BAT Lockport) will operate business at 425 Caton Farm Rd, Lockport, IL 60441. Property located in Crest hill, IL; pending Plan Commission hearing. Lease contingent on board approval. (See Exhibits E)

## FINANCIALS PERTAINING TO PROPERTY LEASE AGREEMENT

Item 4.

**D-BAT Lockport) will operate business at 425 Caton Farm Rd, Lockport, IL 60441. Property located in Lockport, IL; pending Plan Commission hearing. Lease contingent on board approval.**

### **Supporting Professionals:**

#### **Insurance Carrier**

Thornton Powell Insurance Financial Services  
(Hartford Insurance)-Worker's Compensation  
Michael Vita, Agent  
Ph: (708) 710-4761

#### **CPA-**

Cristina Porcelli Accounting, LLC  
Accounting, Tax & Bookkeeping Services  
1000 Jorie Blvd., Suite 150  
Oak Brook, IL 60523  
P: 630.522.3146  
O: 773.209.4371  
F: 773.289.0733

#### **Franchise Attorney**

Alissa C. Version, Director  
Attorneys At Law  
Huck Bouma Franchise Law Practice Group  
1755 South Naperville Road, Suite 200, Wheaton, IL 60189  
P: 630.871.3332  
F: 630.221.1756  
E-mail: [averson@huckbouma.com](mailto:averson@huckbouma.com)  
Please visit our websites at: [www.hbfranchise.com](http://www.hbfranchise.com)  
[www.huckbouma.com](http://www.huckbouma.com)

#### **Financial Institution SBA Loan**

Hinsdale Bank & Trust Company, N.A.  
A Wintrust Community Bank  
6734 Joliet Road  
Countryside, IL 60525  
(630) 560-1929



Exhibit A- Parking- TBD

**Exhibit B\*\*\*Please note all the statistics on the cities listed above only give the percentage of children under the age of 18. This does not give the amount of young adults that are 18 years and older. <https://www.census.gov>**  
**Percentage of people under 18 per municipal near D-Bat Lockport**

MUNICIPAL	% AGE 18
BOLINGBROOK	23.6%
BURR RIDGE	18.4%
CREST HILL	16.0%
JOLIET	26.5%
LEMONT	23.3%
NAPERVILLE SOUTH	24.8%
PLAINFIELD	28.7%
ROMEOVILLE	23.5%

Exhibit C  
Memberships

YEAR	MEMBERSHIP S	CAMPS /CLINICS	LESSONS	TOKENS CREDITS	PRO SHOP	CAGES	PARTIES EVENTS	TOTAL
**2024	\$157,000	\$60,000	\$250,000	\$47,000	\$58,000	\$52,000	\$16,000	\$640,000
2025	\$250,000	\$170,000	\$400,000	\$100,000	\$150,000	\$200,000	\$25,000	\$1.2M
2026	\$275,000	\$195,000	\$550,000	\$120,000	\$200,000	\$260,000	\$31,000	\$1.37M
TOTAL	\$682,000	\$425,000	\$1.2M	\$267,000	\$408,000	\$512,000	\$72,000	\$3,210,000

**Exhibit D**  
**THE DBAT DIFFERENCE**

Item 4.

Business name	Multi-use	≥ 3 cages	Camps	Clinics	Memberships	Pro-shop	Tokens /credits	Private lessons	Parties Meetings
DBAT-LP	✓	✓		✓	✓	✓	✓	✓	✓
GENUWINE	✓	✓	✓	✓				✓	
PWA		✓							
HITTRAX	✓		✓		✓				



## Exhibit E- Revenue Streams

Item 4.

	CAGE RENTALS	LESSONS	TOKENS/CREDITS	*CAMPS	PRO SHOP
<b>NON-MBR</b>	½ hr \$20 1 hr \$40	½ hr \$45 1 hr \$80	\$2 per swipe \$15 per 20 swipes	FULL PRICE	FULL PRICE
<b>GOLD</b>	½ hr \$16 1 hr \$ 32	½ hr \$36 1 hr \$64	15 QTY Free credits/day	20% OFF	10% OFF
<b>PLATINUM</b>	½ hr \$14 1 hr \$28	½ hr \$31.50 1 hr \$56	Unlimited credits/day	30% OFF	15% OFF
<b>Membership Monthly Cost/perks</b>	Gold \$48/mon Plat \$ 68/mon	Gold-20% off Platinum-30% off Lessons	Included with monthly cost. Details listed above	*Prices vary depending on type of camp/clinics	Discounts apply to all Pro shop items

**EXHIBIT F**  
**Financial Projections**

**Estimated Three Year Projections are after expenses have been deducted (NET PROFIT)**

<b>YEAR 1 (2024) Q3 &amp; Q4</b>	<b>\$340,000</b>
<b>YEAR 2 (2025)</b>	<b>\$ 525,000</b>
<b>YEAR 3 (2026)</b>	<b>\$875,000</b>


**THANK  
YOU**



Exh 

Item 4.
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[illegible][illegible]

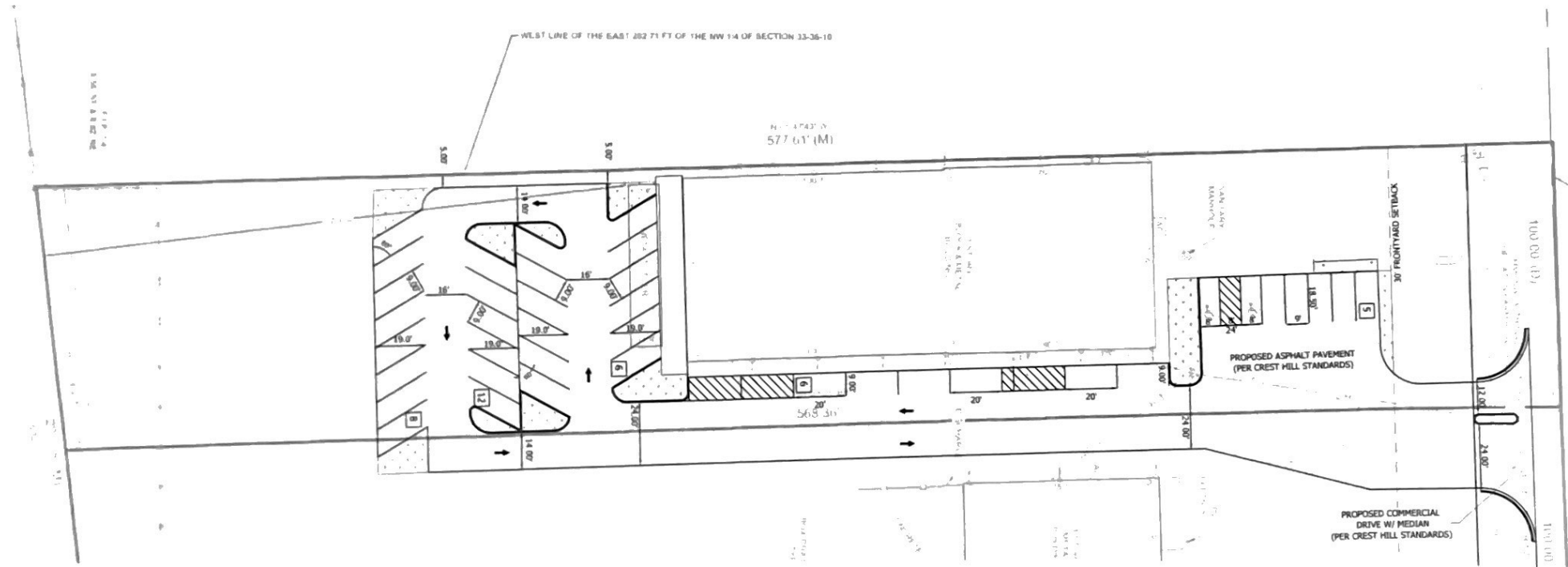
SCALE 1"=20'	FIELDWORK DATE	OFFICE FIELDWORK DATE	DRAWN BY CRR
 <b>ROGINA</b> ENGINEERS & SURVEYORS, LLC 1225 Chumash Drive West, Ste. 1000 Westlake, CA 91381-4000			96

THE 405 LLC	FILE NO 6844.01
-------------	--------------------

*Item 4.*

THE WEST 100 FEET OF THE WEST 200 FEET OF THE FOLLOWING DESCRIBED TRACT: A TRACT OF LAND IN THE NORTH HALF OF SECTION 33, IN TOWNSHIP 36 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINS AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID 33, WHICH IS 27 CHAINS AND 49 LINKS WEST FROM THE NORTHEAST CORNER OF SAID SEC., WHICH POINT IS ALSO THE NORTHWESTLY CORNER OF THE PARCEL OF LAND CONVEYED BY CHARLES N. SPRAGUE AND EVELYN T. HIS WIFE, TO OLIVER COOK BY WARRANTY DEED DATED MAY 1, 1926, AND RECORDED IN RECORDS OFFICE OF WILL COUNTY, ILL., ON MAY 6, 1926, IN BOOK 627, PAGE 325, AS DOC. NO. 791322; THENCE SOUTHWEST 1/4 OF SAID 33, 33 CHAINS AND 49 LINKS WEST TO THE NORTHWEST CORNER OF SAID SEC., A DISTANCE OF 478.93 FEET. THENCE SOUTHWESTERLY A DISTANCE OF 56.21 FEET TO A POINT WHICH IS 498.35 FEET (MEASURED PERPENDICULARLY) SOUTH FROM SAID NORTH LINE OF THE NORTHEAST QUARTER, THENCE WESTWARDLY A DISTANCE OF 704.59 FEET TO A POINT WHICH IS 522.41 FEET WEST OF SAID NORTH LINE AND 552.41 FEET SOUTH FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID 33, 33 CHAINS AND 49 LINKS WEST TO THE NORTHWEST CORNER OF SAID QUARTER, WHICH IS 282.71 FEET WEST FROM SAID EAST LINE AND 577.61 FEET SOUTH FROM SAID NORTH LINE OF THE SAID NORTHWEST QUARTER, THENCE NORTH PARALLEL WITH AND 282.71 FEET WEST OF THE SAID EAST LINE A DISTANCE OF 577.61 FEET TO SAID NORTH LINE OF THE NORTHWEST QUARTER, THENCE EAST ALONG SAID NORTH LINE OF SAID NORTHWEST AND NORTHEAST QUARTERS, A DISTANCE OF 1089.30 FEET, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.



	EXISTING HIGHWAY		MANHOLE
	EXISTING DRAINAGE		EXIST. CATCH BASIN
	EXISTING EASEMENT		EXISTING CURB WALK
	EXISTING DRAINAGE UTILITY		EXISTING SEWER
	EXISTING DRAINAGE UTILITY		SEWERAGE SEWER
	EXISTING DRAINAGE UTILITY		WATER VALVE
	EXISTING DRAINAGE UTILITY		REPLACEMENT (20-3000)
	EXISTING DRAINAGE UTILITY		WATER VALVE & WALK
	EXISTING DRAINAGE UTILITY		1" FIRE WASTEWATER
	EXISTING DRAINAGE UTILITY		6" GAS WATER
	EXISTING DRAINAGE UTILITY		4" GAS LINE
	EXISTING DRAINAGE UTILITY		ELECTRIC WATER
	EXISTING DRAINAGE UTILITY		ELECTRIC FIBERGLASS
	EXISTING DRAINAGE UTILITY		UNDERGROUND WIRE
	EXISTING DRAINAGE UTILITY		UTILITY POLE
	EXISTING DRAINAGE UTILITY		PHONE FIBERGLASS
	EXISTING DRAINAGE UTILITY		4" CABLE TV FIBERGLASS
	EXISTING DRAINAGE UTILITY		1" LIGHT POLE
	EXISTING DRAINAGE UTILITY		STREET SIGN
	EXISTING DRAINAGE UTILITY		UNDERGROUND
	EXISTING DRAINAGE UTILITY		MANHOLE
	EXISTING DRAINAGE UTILITY		6" GAS WATER
	EXISTING DRAINAGE UTILITY		4" GAS LINE
	EXISTING DRAINAGE UTILITY		1" FIRE WASTEWATER

PARKING SPACE SUMMARY	
TYPE	NO
TYPICAL PARKING	37
ADA PARKING	2

COMMONLY KNOWN AS  
425 CATON FARM ROAD  
LOCKPORT ILLINOIS 60441

PT. OF THE N } OF SEC. 33, T36N-R10E

SCALE	1"=20'	PERFORMED DATE	REVIEWED DATE	DRAWN BY	CRR
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**ROGINA**  
ENGINEERS & SURVEYORS, LLC  
1420 Champlain Street, Suite 200, Illinois 60120-2020  
Professional Service, Quality & Integrity

THE 405 LLC

844 01

NOTE:  
EXISTING SURVEY INFORMATION OBTAINED FROM MORRIS  
ENGINEERING, INC. ALTA/NSPS LAND TITLE SURVEY, DATED  
5/11/2024

3/14/2024

## CREST HILL PLAN COMMISSION

APRIL 11, 2024

REPORT OF PROCEEDINGS had in the  
above-entitled matter, at 20600 City Center  
Boulevard, Crest Hill, Illinois, commencing at  
7:01 o'clock p.m. on the 11th day of April, 2024.

BEFORE: Maura Rigoni, Interim Planner  
Samantha Tilley, Administrative Clerk  
Mike Stiff, City Attorney  
Bill Thomas, Chairman  
Ken Carroll, Vice Chairman  
Cheryl Slabozeski, Commissioner  
Jan Plettau, Commissioner  
Jeff Peterson, Commissioner

PRESENT: Edith Murillo

\* \* \* \* \*

1 CHAIRMAN THOMAS: Okay. Welcome. I  
2 would like to call the April 11th, 2024 Plan  
3 Commission to order. It's 7:01.

4 If you can, please stand for the Pledge  
5 to the flag.

6 (Pledge of Allegiance.)

7 CHAIRMAN THOMAS: Thank you.  
8 Samantha, can we have a roll call,  
9 please?

10 SAMANTHA TILLEY: Sure.

11 Jan Plettau?

12 COMMISSIONER PLETTAU: Here.

13 SAMANTHA TILLEY: Jeff Peterson?

14 COMMISSIONER PETERSON: Here.

15 SAMANTHA TILLEY: John Stanton?

16 (No verbal answer.)

17 SAMANTHA TILLEY: Ken Carroll?

18 VICE CHAIRMAN CARROLL: Here.

19 SAMANTHA TILLEY: Cheryl Slabozeski?

20 COMMISSIONER SLABOZESKI: Here.

21 SAMANTHA TILLEY: Angelo DeSerio?

22 (No verbal answer.)

23 SAMANTHA TILLEY: And Bill Thomas?

24 CHAIRMAN THOMAS: Here.

1 Thank you.

2 So our first order of business is I need  
3 a motion to approve the minutes from the plan  
4 Commission Meeting held March 14th, 2024.

5 COMMISSIONER PLETTAU: I make the motion.

6 COMMISSIONER SLABOZESKI: Second.

7 CHAIRMAN THOMAS: Motion by Commissioner  
8 Plettau, second by Commissioner Slabozeski.

9 Roll call, please.

10 SAMANTHA TILLEY: Jan Plettau?

11 COMMISSIONER PLETTAU: Yes.

12 SAMANTHA TILLEY: Cheryl Slabozeski?

13 COMMISSIONER SLABOZESKI: Yes.

14 SAMANTHA TILLEY: Jeff Peterson?

15 COMMISSIONER PETERSON: Yes.

16 SAMANTHA TILLEY: Ken Carroll?

17 VICE CHAIRMAN CARROLL: Yes.

18 SAMANTHA TILLEY: And Bill Thomas?

19 CHAIRMAN THOMAS: Yes.

20 SAMANTHA TILLEY: Motion carried.

21 CHAIRMAN THOMAS: Okay. We have one item  
22 on our agenda for tonight and it is case  
23 SU-24-2-4-1: A request of Edith Murillo, one of  
24 the owners of Platinum Triple Play, seeking



1 approval of an M-2 Special Use, parking variation,  
2 and a parking setback for an indoor recreational  
3 facility to operate a D-Bats, an indoor baseball  
4 and softball training academy at the property  
5 located at 425 Caton Farm Road, Crest Hill,  
6 Illinois.

7 Samantha, is all the paperwork in order?

8 SAMANTHA TILLEY: The necessary paperwork  
9 is in order.

10 CHAIRMAN THOMAS: Okay. With that, I  
11 would like to open the public hearing for case  
12 SU-24-2-4-1. I need a motion.

13 VICE CHAIRMAN CARROLL: So moved.

14 COMMISSIONER PLETTAU: Second.

15 CHAIRMAN THOMAS: Motion by Commissioner  
16 Carroll, second by Commissioner Plettau.

17 Roll call, please.

18 SAMANTHA TILLEY: Ken Carroll?

19 VICE CHAIRMAN CARROLL: Yes.

20 SAMANTHA TILLEY: Jan Plettau?

21 COMMISSIONER PLETTAU: Yes.

22 SAMANTHA TILLEY: Jeff Peterson?

23 COMMISSIONER PETERSON: Yes.

24 SAMANTHA TILLEY: Cheryl Slabozeski?

1 COMMISSIONER SLABOZESKI: Yes.

2 SAMANTHA TILLEY: And Bill Thomas?

3 CHAIRMAN THOMAS: Yes.

4 SAMANTHA TILLEY: Motion carried.

5 BY CHAIRMAN THOMAS:

6 Q. Okay. So the subject of this public  
7 hearing is, again, Case SU-24-2-4-1.

8 I would like to ask our Interim City  
9 Planner, Maura Rigoni, to present the specifics of  
10 the case.

11 Maura.

12 MAURA RIGONI: Thank you, Chairman.

13 So before you this evening is a Special  
14 Use request for an indoor recreation facility as  
15 well as two variations relating to parking setback  
16 and the total number of parking spaces.

17 The subject parcel is at 425 Caton Farm  
18 Road and the applicants, Platinum Triple Play,  
19 propose to establish a D-Bats operation, which is  
20 a baseball and sports -- a baseball and softball  
21 facility for training, for indoor batting cages  
22 and so forth.

23 A little specifics about the property.  
24 It is located at 425, there is an existing

1 building on there, which is 12,749 square feet.  
2 It is a warehouse building that is currently on  
3 the property. The existing building will be  
4 remodeled to accommodate the floor plan and needs  
5 for such a facility. As mentioned, that it is for  
6 youth and softball training. There are some  
7 modifications that have to be done interior. The  
8 applicants worked -- have been in contact  
9 extensively with our building commissioners to  
10 ensure that they are maintaining requirements for  
11 both building and fire codes as well.

12           There is -- part of the development.  
13 Right now there is very little parking at the  
14 existing building. There's a small parking area  
15 on the north end of the property. With this  
16 building, they will be expanding the requirements  
17 of the parking by adding some parallel on the east  
18 side of the building as well as then a parking  
19 field on the south end of the building.

20           In relationship to the parking variation,  
21 the ordinance establishes this in the same as an  
22 indoor recreation club gymnasium, which would  
23 require one parking space per 150 square feet.  
24 Due to the nature of this, that would generate a

1 number of parking spaces, I believe that it  
2 would -- is a variation from a total of, I believe  
3 it's some 80-some parking spaces reducing down to  
4 39 parking spaces. The applicant has provided  
5 some information in your packet to further define  
6 and adhere to explain the nature of the business  
7 and the need for the parking as it is generally  
8 geared towards youth who are not driving and drop  
9 off situations as well.

10 With also that, there is a parking  
11 setback variation and that is for the east  
12 property line. The ordinance requires that all  
13 parking lots maintain a five foot setback from the  
14 property line. This is utilizing a -- the shared  
15 drive that is coming off of Caton Farm Road that  
16 exists. Therefore, with having a shared drive  
17 that straddles a parking lot -- straddles the  
18 parking lot with the shared and property line,  
19 having that required setback would not be  
20 possible. So, with this, we're asking -- or the  
21 applicant is asking to seek a variation from that  
22 five foot requirement.

23 In your packet, Exhibit A does show the  
24 site plan as proposed. As you can see, right down

1 the middle there, there's a gray line that is the  
2 property line and you can see that there is a 24  
3 foot aisle that does straddle both the property  
4 line of the subject parcel and that to the east,  
5 access to the parcel -- to and from does utilize  
6 that property to the east. With that, it is under  
7 common ownership at this time, both of those  
8 properties, so crossing back and forth is -- that  
9 would be permitted.

10 As part of this consideration is asking  
11 for an easement to be granted, cross access to  
12 allow for that to occur because you are crossing  
13 different properties. Even though the intent is  
14 that they are under common ownership, we always  
15 want to forward think, and should, at some point,  
16 one property get sold and so forth, therefore,  
17 this development would still have that right to  
18 access that property to the area to the back.  
19 That's the request for the access easement.

20 The other one noted is that there is new  
21 parking lot improvements, and with new parking lot  
22 improvements also come engineering requirements,  
23 so they have been working extensively and talking  
24 back and forth with the engineers in terms of what

1 would be required in terms of storm water and  
2 drainage to make sure that they not only meet the  
3 City requirements, but also the County  
4 requirements as well.

5 I will leave the applicant to speak more  
6 about the business plan, but, in your case -- in  
7 your packet there is a business plan which shows  
8 further describing the operation and also is  
9 anything we can tie, you know, business hours and  
10 so forth, as part of the Special Use. In your  
11 packet there we do give you the standards for both  
12 the Special Use and the variation as any  
13 consideration, they must meet both of those  
14 standards for those.

15 I am here if you have any additional  
16 questions. I will leave it to the applicant to  
17 provide more detail about the function of the  
18 facility as this is relatively unique and I don't  
19 know if we have had one in my time here before  
20 you, but if there's anything relating to the  
21 parking and so forth, I'm more than happy to  
22 answer.

23 CHAIRMAN THOMAS: All right. Thank you,  
24 Maura.

1           So is there anybody here who wants to  
2 talk about D-Bats? No, I guess so, huh?

3           All right. Is there going to be a  
4 spokesman or do several of you want to come up?

5           All right. Please, come to the podium.  
6 I think there's a sheet for you to sign your name.

7           I'm guessing you're Edith?

8           MS. MURILLO: I am.

9           CHAIRMAN THOMAS: Okay.

10          MS. MURILLO: Nice to meet you.

11          MAURA RIGONI: Mr. Chairman, if I may  
12 offer the Exhibit B, which is the presentation, to  
13 Ms. Edith as what's in your packet so she knows --  
14 so she can kind of follow along?

15          CHAIRMAN THOMAS: Yeah, that is quite an  
16 incredible presentation.

17          So please raise your right hand.

18          (Whereupon Edith Murillo was sworn.)

19          CHAIRMAN THOMAS: Okay.

20          MS. MURILLO: We were trying to get our  
21 really impressive presentation -- thank you so  
22 much -- so we will have to go back to the basics,  
23 and I apologize to our audience.

24          Okay. Again, my name is Edith Murillo.

1 My partners and I, we represent Platinum Triple  
2 Play, LLC and we are here today to present to you  
3 our business proposal for D-Bat Lockport.

4 Okay. So who is D-Bat and what is D-Bat  
5 about? D-Bat is a franchise, baseball and  
6 softball sports academy. They have multiple  
7 locations throughout the United States and  
8 overseas. They render services including  
9 memberships, camps, clinics, parties, lessons and  
10 more and they welcome patrons of all ages stemming  
11 from T-ballers through college and beyond.

12 Okay. A little bit about D-Bat's mission  
13 statement. They believe in you, they believe in  
14 empowerment, they believe in encouraging, and so,  
15 as part of their mission statement -- I'm just  
16 paraphrasing -- their goal is to improve the  
17 physical and mental skills of our youth on and off  
18 the baseball field, and a lot of that  
19 representation will come directly from their  
20 acronym D-Bat. D-Bat stands for the developing,  
21 beliefs, attitudes and traditions, and so all of  
22 those values embody what they represent and what  
23 they want to continue representing as their  
24 franchise grows and grows.



1           Some fun history about D-Bat. Before it  
2 became a franchise it was actually a stand alone  
3 baseball facility named Dallas Baseball Academy of  
4 Texas founded and owned by brothers Cade and Kyle  
5 Griffis in 1998. Three locations, 11 years later,  
6 they branched their business venture out to a  
7 franchise -- the franchise world, and today there  
8 are currently 170 D-Bat locations across 34 states  
9 in the United States, six in China and 20  
10 locations that are currently in progress,  
11 including D-Bat Lockport.

12           Okay. So one of the cool things about  
13 being a part of the D-Bat family is as soon as you  
14 become -- you know, you sign on and you become a  
15 member of their franchise, they provide you with a  
16 lot of really neat things to make you feel  
17 welcomed. One of these very, very interesting  
18 thing is called "The Wall of Fame," and so the  
19 Wall of Fame is essentially a collage of  
20 professional athletes, past and present, who have  
21 trained at a D-Bat facility at one point in time.  
22 It's also used to empower and to encourage current  
23 employees and instructors to reach different  
24 levels, different heights, become a part of that

1 wall, perhaps be on even, you know, the D-Bat  
2 nature and it also serves as an encouraging  
3 memento for all of the -- you know, our young  
4 patrons to see all of these, you know, once upon a  
5 time 12, 13 year olds, now MLB players making  
6 their dream come true. And I -- this is a very,  
7 very thick list, so I kind of know my presentation  
8 off the top of my head, so please don't try to  
9 follow along.

10 Clayton Kershaw, Ben Zobrist, they are  
11 one of the two members that really pop out on  
12 that Wall of Fame, and so if you're a  
13 Chicago -- a Chicago fan, period; Ben Zobrist,  
14 former Chicago Cub and Clayton Kershaw,  
15 current pitcher for the LA Dodgers, they both  
16 trained when, you know, they were in their  
17 little league and in their travel years at a  
18 local D-Bat. Clayton Kershaw had been known  
19 to peek his head in once in a while and, you  
20 know, make appearances. Can't say the same  
21 thing about Ben Zobrist, but I will definitely  
22 do what I can to get him at D-Bat Lockport.

23 Another thing that is really great about,  
24 again, joining the franchise is how they

1 provide you with additional support as you are  
2 commencing your, you know, start-up, per se,  
3 business. You know, they connect you with  
4 your contacts, they give you guides, they give  
5 you checklists, and one of those checklists is  
6 actually critical because it identifies how to  
7 identify your ideal building. And so just  
8 some context background, my partners and I had  
9 been looking for a building since 2021, so it  
10 has been a long journey, many buildings, very  
11 close, but just like any new home owner, new  
12 home buyer, you walk into 50 homes, and it  
13 might be the 51st that you fall in love with,  
14 and that's exactly how we felt when we saw  
15 425 Caton Farm Road. It mentally checked off  
16 all our boxes, but we needed to go back to  
17 those boxes to ensure that it did have one of  
18 the top -- or three of the top lists --  
19 listings. One of them is a standalone  
20 building, check. Two is sufficient parking,  
21 and according to our D-Bat franchise  
22 guidelines, they do expect, at least, 25  
23 parking spaces per facility, so we do have the  
24 space. We are working really well with our

1 landlord and, as Maura explained earlier, 39  
2 spaces is what we are currently seeking the  
3 variance for; 37 regular spaces and two  
4 handicap, so check there, and at least four  
5 high schools and elementary schools within a  
6 ten mile radius, so check and check.

7 Okay. So enough of the franchise.  
8 What will D-Bat Lockport uniquely offer.

9 Oh, sorry.

10 So, again, as part of the franchise,  
11 D-Bat Lockport has standards and has a certain  
12 expectation that we must abide by as far as  
13 being a part of a sisterhood or a brotherhood,  
14 but D-Bat Lockport will be located at a  
15 standalone building, 12,390 square feet, state  
16 of the art equipment, including batting cages,  
17 pitching machines, an instructor's lounge,  
18 party room and a pro shop powered by Rawlings.

19 Our hours of operation will vary  
20 depending on the season. In the summertime,  
21 because our days are longer and the children  
22 are out of school, we will have -- we will  
23 open up earlier and extend our hours, you  
24 know, throughout the day. In the either

1 winter months, fall months or when the  
2 children are back in school we want to  
3 accommodate their schedules, so we will be  
4 open a little later, but our -- again, our  
5 hours will be extended to accommodate school,  
6 dinner, so on and so forth.

7 With that being said, again, many,  
8 many slides, two of the main concerns that we  
9 had when we were looking for the ideal  
10 location was child safety and parent  
11 commodity, and so let me explain what I mean  
12 by that.

13 Child safety. Everyone wants to make  
14 sure that, you know, children as they're  
15 coming out of their cars, going in and out of  
16 the building, whether it's being dropped off  
17 or coming with their parents or coming with  
18 their coaches, that they are in a safe  
19 environment both interiorly and exteriorly.  
20 Okay? And so, again, I'm so sorry that I  
21 can't display the parking image, but you have  
22 that layout in front of you. The parking is  
23 essentially going to have spaces on the north  
24 part of the building, which is the front side

1 of the building. If patrons wish to proceed  
2 and park elsewhere, there will be parking on  
3 the east side of the building. Currently we  
4 will have our entryway on the east side of the  
5 building, so if, you know, parents or anyone  
6 is dropping off their child, the child isn't  
7 running across the parking lot, they will have  
8 access directly in front of the door.

9 In addition, let's say that the parents  
10 want to park in the south parking, the rear  
11 parking, well, there will be, what I call, an  
12 S curve passageway where parents will be able  
13 to navigate through the lanes and they will be  
14 able to exit the same way that they entered.

15 So, again, parent commodity where it is,  
16 you know, parents might already be saturated  
17 because of traffic, because of work, what have  
18 you, we want to make it as seamless and smooth  
19 as possible for parents bringing their  
20 children and providing our services to them.

21 And, again, children who are stepping  
22 out of the building, if they want to meet  
23 their parents in the parking lot in the rear,  
24 we will have a sidewalk hugging the south side

1 of the building where they may wait for their  
2 parent or individual picking them up to drive  
3 up, scoop them up and be on their way.

4 So we thought about all of these matters,  
5 of course it is one of the biggest concerns.  
6 Our landlord has been really great about  
7 working with us and getting everything, you  
8 know, ready and going, complying with both an  
9 easement on the east side of the building,  
10 allowing us to -- as cars are pulling out and  
11 making their wide -- their three-point turn,  
12 they will enter his property, he owns the  
13 property as well next door. And so we have  
14 already had that conversation. It's going to  
15 be put in a legal format, of course, where he  
16 will comply to allow us that easement. And,  
17 again, the parking in the rear will also be  
18 repaired and adjusted in accordance to be able  
19 to comply with both City rules and safety for  
20 our children.

21 I don't have the slides. I was going to  
22 show some really cool pictures of how engaged  
23 our, you know, partnership is with baseball.  
24 Our children have met Luis Robert from the



1 White Sox, they have some Ron Kittle, former  
2 White Sox, Ben Zobrist, former Cub and Anthony  
3 Rizzo, former Cub, and so our purpose in this  
4 business is not oh, this is a great revenue,  
5 you know, stream; yes, but it's also the  
6 passion, the knowledge and the drive. Our  
7 children breathe, sleep, eat baseball and  
8 we're right there with them on the sideline  
9 and so those role models are the role models  
10 of yesterday and the role models of today. I  
11 am super surprised and, like, astonished to  
12 see so many supporters here. I love the fact  
13 that they're wearing their baseball gear, and  
14 so they are our role models of tomorrow.

15 And, with that, that concludes my  
16 presentation.

17 CHAIRMAN THOMAS: Well done.

18 MS. MURILLO: Thank you.

19 CHAIRMAN THOMAS: Let me see if we have  
20 some questions for you.

21 Commissioner Plettau?

22 COMMISSIONER PLETTAU: Not at this time.

23 MS. MURILLO: Thank you.

24 CHAIRMAN THOMAS: Commissioner Peterson?

1           COMMISSIONER PETERSON:  Nope.  You did  
2   very good.

3           MS. MURILLO:  Thank you.

4           CHAIRMAN THOMAS:  Commissioner Carroll?

5           VICE CHAIRMAN CARROLL:  Very good.

6           MS. MURILLO:  Thank you.

7           COMMISSIONER SLABOZESKI:  No questions.

8           MS. MURILLO:  Thank you.

9           CHAIRMAN THOMAS:  All right.  Well,  
10   you're not getting off that easy.

11          MS. MURILLO:  Oh, come on.  The  
12   technology already kicked my butt.

13          CHAIRMAN THOMAS:  That presentation that  
14   you handed out was awesome.  It was fun reading  
15   it, honestly.

16          MS. MURILLO:  Thank you.

17          CHAIRMAN THOMAS:  Okay.  So in looking at  
18   Exhibit A, which is your plan of the building --

19          MS. MURILLO:  Yes.

20          CHAIRMAN THOMAS:  -- and the 39 parking  
21   spots that you are requesting, and I bet I have  
22   counted this five times and I'm getting, like, 27  
23   as the most I see there.  Where are the other ones  
24   going to be?

1 MS. MURILLO: So we have 27 in the rear.  
2 I believe and I don't have -- I have to search  
3 through it -- I believe there's an additional five  
4 on the side, is there? And then there is an  
5 additional -- the other five or so are in the  
6 front on the north part of the building. So they  
7 are disbursed north, east and south.

8 MS. RIGONI: Mr. Chairman, if I may,  
9 there is -- what is happening on the east side of  
10 the building is parallel parking.

11 MS. MURILLO: Yes.

12 MS. RIGONI: So you have a pocket which  
13 has a handicap on the north end as well then those  
14 slots, there's some hash ones, which are,  
15 obviously, no parking, and then you have one, two,  
16 three, four, five -- five parallel parking on the  
17 east side and then the pocket of parking on the  
18 south.

19 CHAIRMAN THOMAS: Yeah, and I counted  
20 five in the front and 27, so there's --

21 MS. RIGONI: There's seven in the front?  
22 Yeah, there's seven in the front. One, two,  
23 three, four --

24 CHAIRMAN THOMAS: Yep, seven.

1 MS. RIGONI: Yep. And then --

2 CHAIRMAN THOMAS: Except for that cross  
3 one, does that mean there's no parking there?  
4 Well, that's the ADA parking.

5 MS. RIGONI: Correct. Correct.

6 MS. MURILLO: ADA parking.

7 And that would be the reason that we are  
8 asking for the easement from the 415 address east  
9 of us.

10 CHAIRMAN THOMAS: And my other  
11 question -- boy, it sounded like you were looking  
12 over my shoulder when I wrote this in here, but I  
13 was really concerned about the safety of the kids,  
14 particularly in the drop off and pick up.

15 MS. MURILLO: Yes.

16 CHAIRMAN THOMAS: And I envisioning a  
17 mother dropping off her child, who is late for  
18 work, and drops him off and peels out of there,  
19 and what concerned me was the way this road is  
20 configured, right now for you to exit after you  
21 drop off a person is to go through the parking lot  
22 and sort of make a turn and parking lots are some  
23 of the most dangerous places for children to walk  
24 or for people to drive.

1 MS. MURILLO: Correct.

2 CHAIRMAN THOMAS: And I was thinking  
3 because you have so much room on the east side,  
4 have you thought about after you dropped them off  
5 and at the end of the building on the south end,  
6 making a U-turn so you don't have to go through  
7 the parking lot, just make a U-turn and go right  
8 back out where you got it done? I mean, I don't  
9 know how the scale of a car fits in those drawings  
10 of the road, but then they wouldn't have to go  
11 through the parking lot at all.

12 MS. MURILLO: That is a possibility. I  
13 mean, that's something that -- I mean, we have  
14 played with the different options and, of course,  
15 children safety has always been No. 1. We  
16 understand parents don't want to have to navigate  
17 around, but if I may interject for just one  
18 second?

19 CHAIRMAN THOMAS: Sure.

20 MS. MURILLO: One of the slides that I  
21 completely forgot in my head was the fact that my  
22 partners and I, whether it's together or  
23 individually, have actually visited all of the  
24 locations in the Illinois market and Schererville,

1 Indiana, with the exception of Champaign that just  
2 opened recently, all of them, except Rockford  
3 share parking with retail shops. That would be  
4 really alarming and concerning to us, right,  
5 because we can't -- we can control the D-Bat  
6 traffic, but we can't enforce that upon our  
7 neighbors. What I love about this building  
8 is the fact that it is exclusive to us.

9 So, again, not to go against your concern  
10 because it's a legitimate concern, but anyone who  
11 is coming into that area knows that they are going  
12 to D-Bat. They're not going to Target, they're  
13 not going to Home Goods or Home Depot. They know  
14 exactly that by entering that facility they are  
15 going to encounter youth. And so, common sense,  
16 which sometimes is not so common these days, tells  
17 parents slow down, children might run around. You  
18 tell your child don't run, look both ways, what do  
19 they do, look down on their phone and continue  
20 walking, right?

21 So we do want to make sure that we do  
22 have all the safety measures in place, and I  
23 understand having parents maybe struggle going  
24 around the parking lot, they wouldn't necessarily

1 have to go all the way around. They are able to  
2 cut through the south, loop around once and then  
3 just come right back. And, again, not opposing  
4 your concern, but compared to finding a space in a  
5 retail area or that concern of my child might get  
6 hit by a car, you know, by someone coming out of  
7 Sam's Club, this concern is limited because it's  
8 only or patrons entering and exiting.

9 MS. RIGONI: Mr. Chairman, if I may add?

10 CHAIRMAN THOMAS: Yes.

11 MS. RIGONI: We did, at length look at  
12 this with staff in terms of circulation and so  
13 forth. The intent was trying to keep as much as  
14 we could on this property itself. Also, with the  
15 expansion, any new pavement requires storm water  
16 detention, so trying to look at that, but also  
17 make sure that we're separating it from the  
18 property to the east as much as possible, because  
19 it is -- the use is knowing that they are so  
20 separate. So that was one of the areas was trying  
21 to maintain and keep as much improvements relating  
22 to this development because it is unique on their  
23 property -- on this subject parcel, and even  
24 though it has that cross access on to the east,



1 but trying to keep it just as compact as we  
2 possibly could.

3 CHAIRMAN THOMAS: Mm-hmm.

4 COMMISSIONER PLETTAU: Would speed bumps  
5 along the side of the building possibly be a  
6 consideration for that?

7 MAURA RIGONI: My concern with the speed  
8 bumps, one --

9 COMMISSIONER PLETTAU: Especially for  
10 kids.

11 MS. RIGONI: -- sometimes it doesn't  
12 really stop, it just -- you know, they just speed  
13 and go over. My other reason is that, you know,  
14 what the development would happen or what's  
15 occurring on the off times of the property to the  
16 east. Generally, I'm guessing most of your  
17 operations are in the evening times and so forth.

18 MS. MURILLO: That is correct.

19 MS. RIGONI: So just in terms of that,  
20 I -- you know, I would have to probably chat with  
21 the engineers to see if they find that to be  
22 important. The difficulty is that the property to  
23 the east is not fully developed in terms of  
24 pavement, and they're only paving on here so

1 making sure they're going to pave the drive and so  
2 forth.

3 So, you know, if speed is concerned, we  
4 can talk about that. There are some other items  
5 in terms of engineering. It has to go through  
6 final engineering, it has not done that. You  
7 know, I would recommend that they have one-way  
8 signs and so forth. So we haven't gotten to that  
9 point. If speed is a concern we can talk about  
10 speed bumps, but I would probably lean on the  
11 engineer to see if that's really -- and how it  
12 even functions with the operation of the property  
13 to the east.

14 CHAIRMAN THOMAS: Did I read in the read  
15 ahead that we would consider letting them park on  
16 the gravel if there was a need for overflow  
17 parking?

18 VICE CHAIRMAN CARROLL: Yes, it was in  
19 there.

20 MS. RIGONI: That's a conversation that  
21 there has been. I mean, that could be overflow  
22 parking, but I -- I'm guessing that the operation  
23 is probably in those off times. I'm not speaking  
24 for --

1 MS. MURILLO: And I can answer that, too,  
2 Maura. I can definitely assist with that.

3 So I guess when someone thinks oh,  
4 12, 390 square foot facility, it's a sports  
5 facility, we're going to have a population of 300,  
6 400 individuals at the same time. Realistically,  
7 I wish that was the case because then I would buy  
8 the property to the west and to the east of me,  
9 but D-Bat structures their programs systematically  
10 to No. 1, prevent that and No. 2, to be able to  
11 offer all of their services as an equal  
12 opportunity.

13 What I mean by that is you take your  
14 camps and clinics, which are two of the most  
15 popular services that D-Bat offers. Your camps  
16 and your clinics are run at a standard 9:00 a.m.  
17 to 2:00 p.m. time frame. At that point, that  
18 limits the cage use because just try to envision  
19 the cages are in a certain, like, semi circular  
20 area. Those cages, the nets are then drawn back  
21 exposing that infield space where camps and  
22 clinics are held. At the end of those camps and  
23 clinics, nets are resumed back to their normal  
24 form and then cages are able to be utilized again.

1           In addition, we do welcome walk-ins and  
2 they are always going to be welcome, but the best  
3 and most practical way of utilizing our cage  
4 system is through an online reservation POS. So  
5 before you get there, your cage is already booked.  
6 That, No. 1, prevents any double booking, any  
7 issues, any complaints, and, No. 2, it ensures  
8 that we have a steady flow of patrons coming and  
9 going, sort of like a revolving door.

10           So, again, although we would love an  
11 overflow of patrons, maybe with the exception of  
12 opening day, we would anticipate these, like Maura  
13 stated, the hours to kind of fluctuate and the  
14 traffic to fluctuate where as some group is coming  
15 in, some group is leaving.

16           I hope that helped answer it.

17           VICE CHAIRMAN CARROLL: Getting back to  
18 your parking here, I notice that you got evening  
19 business hours one here. I think it was 9:00 at  
20 night during the week that you're open?

21           MS. MURILLO: Yes.

22           VICE CHAIRMAN CARROLL: Will there be  
23 lighting in the parking lot --

24           MS. MURILLO: Yes.

1 VICE CHAIRMAN CARROLL: -- to -- okay.

2 MS. MURILLO: Yes. Absolutely.

3 Now, we don't -- I don't have the  
4 specifics and semantics of the lighting, but the  
5 franchise does have specific lighting requirements  
6 as well as when we are working with our electrical  
7 engineer they're going to advise us the same.

8 VICE CHAIRMAN CARROLL: All right.

9 MS. RIGONI: I recommend that the  
10 Commission consider conditioning on final  
11 engineering, final landscaping, final photometric  
12 and all of those items that would have to be in  
13 compliance prior to, which is just a requirement  
14 of the ordinance and just an extra safety net.

15 CHAIRMAN THOMAS: Yeah.

16 VICE CHAIRMAN CARROLL: Okay.

17 CHAIRMAN THOMAS: And my only other  
18 thought I had, again, I was looking at this was  
19 really concern for safety of the young people. As  
20 you, obviously, have stated, you have the --  
21 probably even more, but on the east paved area,  
22 which is the exit area, I was wondering if we  
23 would consider a curb, a low curb along that side,  
24 which would prevent anybody from the east building

1 crossing over into your entrance, exit area?

2 That's why I was asking about the parking. If you  
3 were going to allow them to go across there and  
4 park, but you're not going to go over that, you  
5 know, eight-inch curb or whatever it is, but that  
6 was just another thought to keep any other traffic  
7 from coming on your property, except for coming in  
8 the entrance, exit. But, what I'm speaking of,  
9 they're not show stoppers. I mean, you have a  
10 great concern and we talked about.

11 MS. MURILLO: Of course.

12 CHAIRMAN THOMAS: These were just  
13 thoughts that -- is there anything we can do  
14 reasonably, economically since you haven't done it  
15 yet.

16 MS. MURILLO: Right.

17 CHAIRMAN THOMAS: And...

18 MS. MURILLO: Right. Of course. I will  
19 tell you one thing. Compared to all the other  
20 facilities, our parking is probably going to be  
21 like the No. 1 safest D-Bat that we have visited  
22 so far.

23 I mean, I appreciate the concern because  
24 we have young children as well, so that's our No.

1 concern. They, obviously, thought differently  
2 and, yes, they do have their safety precautions,  
3 but we are probably thinking ten times the caution  
4 that they are. And, of course, everything is on  
5 the table for discussion. Financially and  
6 economically we do have to discuss those terms  
7 with the landlord because he is providing the  
8 parking structure for us, but that definitely  
9 something that we will take into consideration.

10 VICE CHAIRMAN CARROLL: Getting back to  
11 your exit here, the way I looked at this entrance  
12 and exit, it looks like a right in and right out  
13 or can they make a left-hand turn as going back  
14 out?

15 MS. RIGONI: They can. And what I want  
16 to kind of stress, two points, is -- and I'll --  
17 this exit -- entrance and exit serves two  
18 proprieties, so we don't want to put barrier curb  
19 because the same operation that is occurring on  
20 the property in the east will be utilizing those  
21 portions to go out. It looks like it's oversized.  
22 There's an island actually there specifically  
23 because there is a light pole there, so to protect  
24 that. So, yes, they can. It is both ways. They

1 can come in, they can come out, they can make a  
2 left turn as well. So they -- that is a full  
3 entrance. It's not limiting on their movement.

4 VICE CHAIRMAN CARROLL: Okay.

5 MS. RIGONI: I would also like to  
6 reiterate that the intent is that all parking will  
7 be provided on this -- on this site. There's  
8 not -- we're not anticipating or not, I guess,  
9 within this nature, approving any additional  
10 parking on the subject property to the east as  
11 these are the improvements that are being made.

12 MS. MURILLO: Right.

13 MS. RIGONI: You know, we're trying to --  
14 the property to the east about paving it and so  
15 forth, but the intent is that, you know, that this  
16 is providing the parking that they need for that,  
17 and that we should not have overflow parking on to  
18 the others.

19 MS. MURILLO: Right. Again, wishful  
20 thinking. I wish we had 300 patrons at once. You  
21 would all get in there for free.

22 CHAIRMAN THOMAS: All right. Are we done  
23 asking our questions?

24 All right. Thank you, Edith.



1 MS. MURILLO: Thank you.

2 CHAIRMAN THOMAS: Is there anybody in the  
3 audience that would like to come to the podium and  
4 make a statement, plus or minus?

5 Yes, please come.

6 Please sign in the paper that's there and  
7 then --

8 MR. BUZZELLI: Sure. My name is Michael  
9 Buzzelli. I don't much any --

10 CHAIRMAN THOMAS: Raise your right hand  
11 for me please.

12 (Whereupon Michael Buzzelli was sworn.)

13 CHAIRMAN THOMAS: Thank you, Mike.

14 MR. BUZZELLI: My name is Michael  
15 Buzzelli. I don't have any type of partnership  
16 with them or anything. I'm a little bit older  
17 than them, even though I look very, very young,  
18 but my son actually went through this whole entire  
19 thing. He has become very, very successful in  
20 everything that he has done. He is graduating  
21 college this year where he is playing baseball, he  
22 has been a four-year starter in college.  
23 Unfortunately he did not go with D-Bats, he went  
24 with a different company called the Illinois

1 Sparks or Cangelosi Sparks, the bow dome right on  
2 355.

3           Fortunately, not everyone is like myself  
4 where we could pay those big fees for that big,  
5 beautiful dome where people have to go to smaller  
6 places, different communities to get this kind of  
7 an education in baseball. He started when he was  
8 very, very young. It is great to see all these --  
9 all the youth here. I think it's very, very  
10 important for them to do something like this. It  
11 will keep them off the street, it teaches them  
12 time management, hard work, dedication. Something  
13 that I'm very, very proud of my son, he was ranked  
14 No. 5 in high school academically, he was a  
15 three-year starter for baseball in high school, he  
16 was a four-year starter in college, he hold a 3.9  
17 grade point average in college. I am not quite  
18 sure what kind of fraternity he's in, but he got  
19 one for being in the top ten percent of all  
20 academics in college. Okay. He is -- he actually  
21 will probably help these guys out. He is a  
22 pitcher. We are very, very fortunate, myself and  
23 my wife, that we were very, very successful in  
24 life and we have always taught both of our

1 children to give back and he is more than willing  
2 to help. He actually -- I do work with one of the  
3 people that are the owners here, and he has helped  
4 his son with some baseball stuff and he will  
5 continue to even when they do get this business up  
6 and running in the future.

7 With that being said, it's great for the  
8 community. Hill Crest [sic] needs it. It's not a  
9 Hinsdale, it's not a Burr Ridge. All these kids,  
10 they need something, a place to go. They will  
11 find friends for life. They might have a career,  
12 maybe they won't make it the major leagues, but  
13 maybe they'll do something with sports medicine  
14 and this is a gateway for them to help them out in  
15 each and every way that they find needs that they  
16 possibly will.

17 My son, I always refer to him. The game  
18 of baseball has made him into the person that he  
19 is. He went to a high school that was a very hard  
20 high school, both academic and athletic-wise. He  
21 used to get picked up at 5:30 in the morning every  
22 single day for baseball and he would get dropped  
23 off at 8:00 at night starting when he was 14 years  
24 of age. He did that all the way until he was

1 18 years of age, and if you ask him right now, he  
2 says he would never change it for the world. It  
3 builds a culture, and with culture it's time  
4 management.

5           These kids nowadays, unfortunately,  
6 they're not like us. Okay? When I was a teenager  
7 or when I was younger, my parents would kick me  
8 out of the house. We didn't have video games or  
9 iPhones or anything like that. If you would ask  
10 all these young kids here, have you ever drank out  
11 of a garden hose, they have no idea what we're  
12 talking about. They have no idea what we're  
13 talking about, which is so true, right? It is  
14 something that I believe in.

15           My daughter plays volleyball in college,  
16 my son plays baseball in college. Sports, may it  
17 be softball, baseball, golf, tennis, swimming,  
18 polo, whatever it may be, it's something that  
19 keeps them engaged. Now, everyone might not make  
20 it to college, maybe they want to go to a trade  
21 school, which is absolutely fine, but the hardest  
22 times in their life might be from the age of 18 to  
23 18 [sic] and at least they'll be involved with  
24 something.

1 I think it's a fantastic idea. I wish  
2 them all the very best of luck, and with the board  
3 being here right now, I don't know how you could  
4 turn any of these kids down.

5 So, with that being said.

6 MS. MURILLO: No pressure.

7 CHAIRMAN THOMAS: Thank you, Mike.

8 MR. BUZZELLI: Best of luck, everyone.

9 Thank you very much for your time.

10 CHAIRMAN THOMAS: Thank you.

11 Anyone else who would like to come to the  
12 podium?

13 All right. So let that be the case. I  
14 would like to have a motion to close the public  
15 hearing.

16 COMMISSIONER PLETTAU: I'll make the  
17 motion.

18 COMMISSIONER PETERSON: Second.

19 CHAIRMAN THOMAS: Commissioner Plettau,  
20 second by Commissioner Peterson.

21 Roll call, please.

22 SAMANTHA TILLEY: Jan Plettau?

23 COMMISSIONER PLETTAU: Yes.

24 SAMANTHA TILLEY: Jeff Peterson?

1 COMMISSIONER PETERSON: Yes.

2 SAMANTHA TILLEY: Ken Carroll?

3 VICE CHAIRMAN CARROLL: Yes.

4 SAMANTHA TILLEY: Cheryl Slabozeski?

5 COMMISSIONER SLABOZESKI: Yes.

6 SAMANTHA TILLEY: And Bill Thomas?

7 CHAIRMAN THOMAS: Yes.

8 SAMANTHA TILLEY: Motion carried.

9 CHAIRMAN THOMAS: Okay. So how are we  
10 feeling about it? Okay?

11 COMMISSIONER PETERSON: I have one  
12 question.

13 Can we change the name to D-Bat Crest  
14 Hill?

15 MS. MURILLO: May I say something? That  
16 has been the biggest heart burn. We went from  
17 Lockport to Incorporated Lockport to Crest Hill.  
18 So we can name it whatever you want if you put a  
19 stamp on it.

20 COMMISSIONER PETERSON: Thank you.

21 CHAIRMAN THOMAS: 7th inning stretch.  
22 Sorry.

23 Thank you for laughing at that.

24 MS. RIGONI: Mr. Chairman, if you would

1 like me to read those out, you just let me know.

2 CHAIRMAN THOMAS: Okay.

3 Okay. Let me make a couple comments.

4 I have been down to that location and after  
5 reading this and hearing your passion about  
6 this, I really -- and I couldn't look inside,  
7 but I don't think you could have found a  
8 better location for what you want to do when  
9 you consider four different cities can get  
10 there with very little trouble. I mean, what  
11 an understanding choice, and -- but I echo  
12 Jeff, I mean, I think we're pretty excited  
13 about having D-Bat in Crest Hill. Couldn't it  
14 be Lockport/Crest Hill?

15 So before we give you our decision, I  
16 will tell you that our decision is going to  
17 have some conditions tied to it, and I think  
18 rather than read them all -- and they're not  
19 bad -- I'm going to ask Maura to summarize  
20 what the conditions would be for approval.

21 MS. RIGONI: Thank you, Mr. Chairman.

22 And just so the record knows that the --  
23 I did share the report with the applicant, so --

24 CHAIRMAN THOMAS: Okay.

1 MS. RIGONI: Yep. So the  
2 recommendations -- conditions for consideration  
3 would be finalization of the cross access easement  
4 with the property to the east, condition upon  
5 final engineering, landscaping, photometric and  
6 compliance with building and fire code  
7 requirements, and that the Special Use shall be in  
8 accordance with the business plan as attached as  
9 Exhibit B.

10 CHAIRMAN THOMAS: Okay. Thank you.  
11 Are you going to be able to share that  
12 with --

13 MS. RIGONI: I most certainly will.

14 CHAIRMAN THOMAS: Okay. Thank you.  
15 So that means basically what we're saying  
16 is we want to make sure everything is done before  
17 you move in.

18 MS. MURILLO: Yes.

19 CHAIRMAN THOMAS: And, you know, so we're  
20 just putting it as a condition of approval.

21 So, with that, can I have a motion to  
22 approve the request from Platinum Triple Play for  
23 approval of an M-2 Special Use for a parking  
24 variation allowing for 39 spaces and a parking



1 setback variation for an indoor recreational  
2 facility to operate a D-Bat, indoor baseball and  
3 softball training academy at the property located  
4 at 425 Caton Farm Road, Crest Hill, contingent on  
5 the conditions that were just summarized?

6 COMMISSIONER PETERSON: I'll make that  
7 motion.

8 COMMISSIONER PLETTAU: I'll second that.

9 CHAIRMAN THOMAS: Motion by Commissioner  
10 Peterson. Second by Commissioner Plettau.

11 Roll call, please.

12 SAMANTHA TILLEY: Jeff Peterson?

13 COMMISSIONER PETERSON: Yes.

14 SAMANTHA TILLEY: Jan Plettau?

15 COMMISSIONER PLETTAU: Yes.

16 SAMANTHA TILLEY: Cheryl Slabozeski?

17 COMMISSIONER SLABOZESKI: Yes.

18 SAMANTHA TILLEY: Ken Carroll?

19 VICE CHAIRMAN CARROLL; yes.

20 SAMANTHA TILLEY: And Bill Thomas?

21 CHAIRMAN THOMAS: Absolutely, yes.

22 SAMANTHA TILLEY: Motion carried.

23 CHAIRMAN THOMAS: Okay. So the Plan  
24 Commission has approved your request from Platinum

1 Triple Play for approval of the M-2 Special Use  
2 and it will be now forwarded to the City Council,  
3 so I have to remind you the Plan Commission is a  
4 recommending body only. It is our City Council  
5 that will make the final decision and probably --  
6 we probably don't have a date yet for when that  
7 might be.

8 MS. RIGONI: No, Mr. Chairman, we do not,  
9 but I will follow up with the applicant either  
10 tomorrow or early next week and summarize  
11 everything and establish a timeline from this  
12 point forward.

13 CHAIRMAN THOMAS: Okay. Thank you.

14 And, of course, I think it would be  
15 awesome -- the City Council meets in this room and  
16 we have enough room for all of you to come back,  
17 that would be a pretty impressive display.

18 MS. MURILLO: Absolutely.

19 CHAIRMAN THOMAS: So congratulations.

20 MS. MURILLO: Thank you.

21 CHAIRMAN THOMAS: Excellent presentation  
22 and excellent support group.

23 MS. MURILLO: Thank you. Thank you,  
24 everyone.

1 CHAIRMAN THOMAS: We wish you nothing but  
2 the best and good luck at the City Council. So  
3 thank you all for coming.

4 MS. MURILLO: Thank you. Thank you, all.

5 CHAIRMAN THOMAS: So is there any other  
6 business that we have to discuss?

7 COMMISSIONER PLETTAU: Yes.

8 CHAIRMAN THOMAS: Okay.

9 COMMISSIONER PLETTAU: Mr. Chairman, next  
10 month is going to be my last meeting here with the  
11 Planning Commission because I am going to be  
12 retiring.

13 MS. MURILLO: Congratulations.

14 UNIDENTIFIED SPEAKER: That a boy.

15 CHAIRMAN THOMAS: Great.

16 COMMISSIONER PLETTAU: I will be moving  
17 out of state. I will be going to the state of  
18 Indiana for my retirement, so...

19 COMMISSIONER PETERSON: Yay.

20 COMMISSIONER PLETTAU: So -- thank you.  
21 But I just wanted to inform you,  
22 Mr. Chairman, and, of course, all of my fellow  
23 commissioners that I'm going to be retiring and  
24 moving on my way here. So I have been doing this

1 since 2015 and so I have enjoyed every bit of it  
2 and loved every opportunity I could get with the  
3 City here. So...

4 CHAIRMAN THOMAS: All right. Well, thank  
5 you. You will be missed and --

6 COMMISSIONER PLETTAU: Thank you.

7 CHAIRMAN THOMAS: -- I look forward to  
8 talking more about you next --

9 VICE CHAIRMAN CARROLL: A lot of fun.

10 COMMISSIONER PLETTAU: Thank you.

11 I'm going to work on my golf swing, so...

12 CHAIRMAN THOMAS: All right. Is there  
13 anybody else in the audience besides D-Bat that  
14 wants to say anything to the Plan Commission?

15 And with no one coming forward can I have  
16 a motion to adjourn?

17 VICE CHAIRMAN CARROLL: So moved.

18 COMMISSIONER PLETTAU: Second.

19 CHAIRMAN THOMAS: Commissioner Carroll,  
20 second by Commissioner Plettau.

21 Roll call, please.

22 SAMANTHA TILLEY: Ken Carroll?

23 VICE CHAIRMAN CARROLL: Yes.

24 SAMANTHA TILLEY: Jan Plettau?

1 COMMISSIONER PLETTAU: Yes.

2 SAMANTHA TILLEY: Jeff Peterson?

3 COMMISSIONER PETERSON: Yes.

4 SAMANTHA TILLEY: Cheryl Slabozeski?

5 COMMISSIONER SLABOZESKI: Yes.

6 SAMANTHA TILLEY: And Bill Thomas?

7 CHAIRMAN THOMAS: Yes.

8 SAMANTHA TILLEY: Motion carried.

9 CHAIRMAN THOMAS: Meeting adjourned at  
10 7:47. Thank you, again, for coming.

11 MS. MURILLO: Thank you for having us.

12 (The meeting was adjourned at 7:47 p.m.  
13 on April 11th, 2024.)  
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Hailey Schoot, CSR, RPR, being first duly sworn, on oath says that she is a court reporter doing business in the State of Illinois; and that she reported in shorthand the proceedings of said meeting and that the foregoing is a true and correct transcript of her shorthand notes so taken as aforesaid, and contains the proceedings given at said meeting.

Hailey Schoot, CSR, RPR  
Illinois CSR License 084-004897

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<b>Yay</b> 44:19				

## MINUTES OF THE CREST HILL PLAN COMMISSION

The April 11, 2024 Plan Commission meeting was called to order by Chairman Bill Thomas, at 7:00 p.m. in the Council Chambers of the City Center, 20600 City Center Boulevard, Crest Hill, Will County, Illinois.

The Pledge of Allegiance was recited in unison.

Roll call indicated the following present: Chairman Bill Thomas, Commissioner Ken Carroll, Commissioner Cheryl Slabozeski, Commissioner Jeff Peterson, Commissioner Jan Plettau.

Also present were: Interim Planner Maura Rigoni, City Attorney Mike Stiff, Administrative Clerk Samantha Tilley.

Absent were: Commissioner Angelo Deserio, Commissioner John Stanton, Interim Community Development Director Ron Mentzer.

APPROVAL OF MINUTES: Chairman Bill Thomas presented the minutes from the regular meeting held on March 14, 2024 for Commission approval.

(#1) Motion by Commissioner Plettau seconded by Commissioner Slabozeski, to approve the minutes from the regular meeting held on March 14, 2024, as presented.

On roll call, the vote was:

AYES: Commissioner Plettau, Slabozeski, Peterson, Carroll, Chairman Thomas.

NAYES: None.

ABSTAIN: Commissioner Stanton, Deserio.

ABSENT: None.

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

PUBLIC HEARING: Chairman Bill Thomas presented case number SU-24-2-4-1, which is a request of Platinum Triple Play, Edith Murrillo, seeking approval of a M-2 Special Use, parking variation, and parking setback variation for an indoor recreational facility to operate a D-Bats, an indoor baseball and softball training academy at the property located at 425 Caton Farm Road, Crest Hill, Illinois. The necessary paperwork was in order.

Chairman Thomas asked for a motion to open the public hearing on case number SU-24-2-4-1.

(#2) Motion by Commissioner Carroll seconded by Commissioner Plettau, to open a public hearing on case number SU-24-2-4-1.

On roll call, the vote was:

AYES: Commissioner Carroll, Plettau, Peterson, Slabozeski, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Stanton, Deserio.

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

The public hearing was opened at 7:04 p.m.

Chairman Thomas asked the Interim City Planner Maura Rigoni to present the specifics of this case.

Interim City Planner Maura Rigoni commented that this is a Special Use request for an indoor recreational facility with two variations relating to parking setbacks for the total number of parking spaces. This is located at 425 Caton Farm Road. The applicant is Platinum Triple Play, and they propose to establish a D-Bats operation, which is a baseball and softball facility for training with indoor bating cages. There is an existing warehouse building on the property that is 12,749 square feet. This building will be remodeled to accommodate the floor plan needed. There are interior modifications that will need to be done. There is parking on the north side of the building that is small and their parking will need to be expanded to add parallel parking on the east side of the building with a parking field on the south end of the building.

She commented that the ordinance establishes this as an indoor recreation club/gymnasium, which would require one parking space per 150 square feet but due to the nature of this the variation will reduce to thirty-nine parking spaces. There is also a parking setback variation for the east property line. The ordinance requires all parking lots maintain a five-foot setback from the property line and this will utilize a shared drive coming off of Caton Farm Road that already exists, therefore, with having a shared drive that straddles the parking lot makes the required setback not possible and this is why the applicant is seeking a variation for that five-foot setback requirement.

Interim Planner Rigoni commented that the properties that utilize the shared drive are under common ownership at this time and part of this consideration is asking for an easement to be granted to allow for crossing the different properties. Even though they are under common ownership you always want to do this in case one property is sold in the future.

She also commented that there are parking lot requirements and they have been working with the engineers in terms of what is required in terms of storm water and drainage to make sure they are meeting the city and county requirements.

Chairman Thomas asked if someone could approach the podium from D-Bats and be sworn in. Edith Murrillo from D-Bats approached the podium and was sworn in. She explained that D-Bats is a franchised baseball and softball sports academy with multiple locations throughout the United States and overseas. They render services that include membership, camps, clinics, parties, lessons, and more. They welcome all ages. D-Bats mission statement states that they believe in youth, empowerment, encouragement and as part of the mission statement their goal is to improve the physical and mental skills of young athletes on and off the field. D-BAT stands for developing beliefs, attitudes, and traditions.

D-Bat before becoming franchised was a stand-alone baseball facility named Dallas Baseball Academy of Texas that was founded in 1998 by brothers Caden and Kyle Griffis and had three locations eleven years later they decided to franchise and today there are 170 D-Bat locations



across thirty-four states, six locations in China, and twenty locations currently in progress including D-Bat Lockport.

It was mentioned that Ben Zobrist, former player with the Chicago Cubs, and Clayton Kershaw, current pitcher for the LA Dodgers are two members who trained at D-Bat.

Edith commented that they have been looking for a building since 2021 and have fallen in love with this location at 425 Caton Farm Road. She commented that it had three of their top requirements, which was:

- Standalone building
- Sufficient parking – which the D-bat requires twenty-five parking spaces and there will be thirty-seven regular parking spaces and two handicap parking spaces.
- At least four high schools and elementary schools in a ten-mile radius.

Edith commented that this facility will have state of the art equipment, including batting cages, pitching machines, instructors lounge, party room and a pro shop powered by Rawlings. The operating hours will vary depending on the season. In the summertime they will open earlier and stay open later, since children are out of school. In the winter and fall months the hours will be extended to accommodate school hours.

D-Bat looks for child safety and parent commodity which means every child is safe going in and out of the building and in a safe environment. Parking will have spaces on the north side (front) of the building, and on the east side of the building. The entry way will be on the east side of the building and when a parent is dropping off their child(ren), they will not be running across the parking lot, there will be access right in front of the door. In addition, if the parents want to park in the rear there will be an ‘S’ curve passageway where parents can navigate through the lanes and be able to exit the same way they entered.

Chairman Thomas asked if any Commissioners have any questions. There were none.

Chairman Thomas commented that he was concerned about the children during drop off and pick up times. He wondered if there was a way after the child(ren) are dropped off you can make a U-turn at the end of the building on the south end, so you do not have to drive through the parking lot. Edith commented that children’s safety has always been number one. She commented that her and her partners at separate times have visited all of the locations in the Illinois market and in Schererville, Indiana and noticed that all share parking with retail shops, which is alarming since we can control D-Bat traffic, but we cannot control traffic for the neighbors in the retail plaza. D-Bat Lockport is a standalone building and is exclusive to them and everyone coming into that facility is going to D-Bat and nowhere else.

Commissioner Plettau asked if speed bumps along the side of the building could be a consideration. Interim Planner Rigoni commented that her issue with speed bumps is not really stopping anyone, they just hit them and keep going. She also commented that this must go through final engineering, and we can talk about one-way signs, and speed bumps but the engineer needs to see if that would be functional for the property to the east.

Chairman Thomas asked if they are allowing patrons to park on the gravel if there is a need for overflow parking. Edith commented that the camps and clinics are run from 9:00 a.m. to 2:00 p.m. and that limits the cage use during that time. They do welcome walk-ins but they have an online reservation system so there is no double booking with overflow.

Commissioner Carroll asked if there will be lighting in the parking lot since they will be open until 9:00 p.m. Edith commented that there will be lighting in the parking lot and there are requirements from D-Bat for that. Interim Planner Rigoni would suggest that this be part of the conditions for final engineering requirements.

Chairman Thomas commented if on the east paved area (exit area) there could be a low curb which would prevent anyone from the east building crossing over. Edith commented that they would take that into consideration when discussing this with the landlord and engineering. Commissioner Carroll asked if they will be able to make a left turn out of the parking lot. Interim Planner Rigoni commented that this entrance and exit serves two properties so we do not want to put a curb since the property on the east will be utilizing this to exit and they can make a left turn if needed.

Chairman Thomas asked if anyone from the audience would like to make a comment.

Michael Buzzelli approached the podium and was sworn in. Michael commented that he does not have a partnership with D-Bat. He commented that his son is graduating college and has been a four-year starter in baseball while in college. He stated that his son did not go through D-Bat, but a similar program where he received so much education for baseball. Michael also commented that a program like this will keep these children off the street, teach them time management, hard work, and dedication. These children need a place to go that will help build character and they will make friends for life and possibly have a career in sports. This is a wonderful opportunity for Crest Hill.

Chairman Thomas asked for a motion to close the public hearing on case number SU-24-2-4-1.

(#3) Motion by Commissioner Plettau seconded by Commissioner Peterson, to close the public hearing on case number SU-24-2-4-1.

On roll call, the vote was:

AYES: Commissioner Plettau, Peterson, Carroll, Slabozeski, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Stanton, Deserio.

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

The Public Hearing was closed at 7:41 p.m.

Chairman Thomas commented that he does not think they could have found a better location for D-Bat when you consider four different cities can get to D-Bat with little trouble and he is excited about having D-Bat in Crest Hill.

Chairman Thomas commented that there will be conditions tied to the approval. Interim Planner Rigoni stated that she did share the report with the applicant and there are three conditions, which are:

- Finalization of the cross-access easement with the property to the east.
- Finalization of engineering, landscaping, photometrics, and compliance with all building and fire codes.
- The operations of the business should be in accordance with the business plan attached as Exhibit B.

Chairman Thomas asked for a motion to recommend approval of the request for case number SU-24-2-4-1, for Platinum Triple Play, Edith Murrillo, seeking approval of a M-2 Special Use, allowing for thirty-nine parking spaces, and parking setback variation for an indoor recreational facility to operate a D-Bats, an indoor baseball and softball training academy at the property located at 425 Caton Farm Road, Crest Hill, Illinois contingent on the above three (3) conditions previously summarized.

(#4) Motion by Commissioner Peterson seconded by Commissioner Plettau, to recommend approval of the request for case number SU-24-2-4-1, for Platinum Triple Play, Edith Murrillo, seeking approval of a M-2 Special Use, allowing for thirty-nine parking spaces, and parking setback variation for an indoor recreational facility to operate a D-Bats, an indoor baseball and softball training academy at the property located at 425 Caton Farm Road, Crest Hill, Illinois contingent on the above three (3) conditions previously summarized.

On roll call, the vote was:

AYES: Commissioner Peterson, Plettau, Slabozeski, Carroll, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Stanton, Deserio.

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

Chairman Thomas informed the petitioner that the Plan Commission is a recommendation body only. The City Council will hear the case at a future meeting.

OTHER BUSINESS: Commissioner Plettau informed the Commission that May of 2024 will be his last Plan Commission meeting because he is officially retiring. He commented that he is moving out of state to enjoy his retirement. He stated that he has been doing this since 2015 and has loved every bit of it and every opportunity with the City of Crest Hill. All the commissioners wished him well on his retirement.

PUBLIC COMMENTS: There were no public comments.

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

(#8) Motion by Commissioner Carroll, seconded by Commissioner Plettau, to adjourn the April 11, 2024 Plan Commission meeting.

On roll call, the vote was:

AYES: Commissioner Carroll, Plettau, Peterson, Slabozeski, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Stanton, Deserio.

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

The meeting was adjourned at 7:47p.m.

As approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

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

\_\_\_\_\_  
BILL THOMAS, COMMISSION CHAIRMAN



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 29, 2024
<b>Submitter:</b>	Ronald Mentzer, Interim Community and Economic Development Director
<b>Department:</b>	Community Development
<b>Agenda Item:</b>	Proposed Amendment to Defaulted Mortgage Property Registration Ordinance

### Background:

In 2019, the City Council approved attached Ordinance #1802 to require owners of vacant properties in mortgage default to register their property with the City (the “Registration Ordinance”). The Registration Ordinance requires ownership and property manager information for eligible properties to be provided to the City. It also outlines the various maintenance and security requirements registered properties must be maintained in conformance with. These requirements are intended to allow the City of Crest Hill to better protect neighborhoods from the negative impacts that can be created by properties in some form of mortgage default.

The City is in the process of entering into a professional services agreement (PSA) with HERA to create and manage the web based registration platform the City will use to process and track these registrations. During PSA negotiations with HERA representatives, it was brought to staff’s attention that the City’s current Registration Ordinance requirements are somewhat limited in that they only apply to properties in some stage of mortgage default. Most other area communities require all vacant properties to be registered, irrespective of the status of the underlying mortgage.

Community Development Department staff believes it would be in the best interest of the community to amend and expand the applicability of the current Registration Ordinance, so its requirements and regulations apply to all vacant properties, irrespective of the status of the mortgage on the property. Doing so would result in City code enforcement staff having (i) more accurate and current contact information for the individuals responsible for securing and maintaining vacant properties and (ii) more authority to ensure vacant properties are properly maintained and secured which should help to minimize the impact these properties have on the surrounding neighborhood and community.

Based on information provided by HERA representatives, expanding the applicability of the Registration Ordinance in this manner would likely increase the number of properties eligible for registration by approximately 20%. As a result, staff expects that the recommended expanded applicability of the Registration Ordinance would generate an additional \$3,200 in registration fee revenue annually for the City.

Community and Economic Development Director Mentzer, HERA Representatives, and the City Attorney collaborated on the preparation of the attached draft Registration Ordinance amendment. The recommended revisions to the existing Registration Ordinance are highlighted in yellow.

Community and Economic Development Director Mentzer, A representative from HERA, and the City Attorney will be at the meeting to address questions regarding the recommended Registration Ordinance Amendments.

**Recommended Council Action:**

Recommend the proposed ordinance amendment to Title 5, Chapter 5.74 of the City Code be approved at the next regular Council meeting.

**Funding Source:** N/A

**Budgeted Amount:** N/A

**Cost:** N/A

**Attachments:**

- Ordinance #1802
- Staff/City Attorney Recommended Ordinance Amending Title 5, Chapter 5.74 (Registration of Vacant and Defaulted Mortgage Property), Section 5.74.020 Definitions, and Adding Section 5.74.055 Inspection and Registration of Real Property That is Not Subject to a Mortgage Foreclosure of the City of Crest Hill Code of Ordinances.

*approved*  
3-18-19

Item 5.

ORDINANCE NO. 1802

**AN ORDINANCE CREATING TITLE 5, CHAPTER 5.74, OF THE  
CITY OF CREST HILL CODE OF ORDINANCES TO BE ENTITLED,  
“REGISTRATION OF DEFAULTED MORTGAGE PROPERTY”**

WHEREAS, the City Council (“Council”) of the City of Crest Hill (“City”) desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the City and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City limits; and

WHEREAS, the Council recognizes properties with defaulted mortgages and subject to foreclosure action or foreclosed upon (hereinafter referred to as “Registrable Properties”) located throughout the City lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the City has statutory power to define, prohibit, and abate public nuisances pursuant to 65 ILCS 5/11-60-2 of the Illinois Municipal Code; and

WHEREAS, various state statutes authorize the City to provide for the removal of certain nuisances from private properties within the City, including cutting and removal of neglected weeds, grass, trees, and bushes, 65 ILCS 5/11-20-7, pest control activities, 65 ILCS 5/11-20-8, removal of infected trees, 65 ILCS 5/11-20-12, removal of garbage, debris, and graffiti, 65 ILCS 5/11-20-13, and removal, securing, and enclosing abandoned residential properties, 65 ILCS 5/11-20-15.1, and demolition, 65 ILCS 5/11-31-1; and

WHEREAS, the City incurs costs in abating these nuisances by performing property maintenance activities on these properties; and

WHEREAS, such costs are not always recoverable and said expenditures become a loss to the City’s finances and other resources; and

WHEREAS, the Council recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised, creating nuisances and a drain on the City’s resources; and

WHEREAS, The Council finds that the implementation of the following changes and additions will assist the Crest Hill in protecting neighborhoods from the negative impact and

conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing Crest Hill regulations and laws.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Crest Hill, Will County, Illinois, 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 hereby incorporates it into this Ordinance by this reference.

SECTION 2: Title 5 of the City of Crest Hill Code of Ordinances shall be modified by adding Chapter 5.74 as follows:

## **CHAPTER 5.74: REGISTRATION OF DEFAULTED MORTGAGE PROPERTY**

### **Section**

- 5.74.010 Purpose and Intent
- 5.74.020 Definitions
- 5.74.030 Applicability and Jurisdiction
- 5.74.040 Establishment of a Registry
- 5.74.050 Inspection and Registration of Defaulted Mortgage
- 5.74.060 Maintenance Requirements
- 5.74.070 Security Requirements
- 5.74.080 Provisions Supplemental
- 5.74.090 Public Nuisance
- 5.74.100 Additional Authority
- 5.74.110 Opposing, Obstructing Enforcement Officer; Penalty
- 5.74.120 Penalties
- 5.74.130 Amendments

### **§ 5.74.010 PURPOSE AND INTENT.**

It is the purpose and intent of the City Council to establish a process to address the deterioration, crime, and decline in value of City of Crest Hill ("City") neighborhoods caused by property with defaulted mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Council's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in default or defaulted,



and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

#### **§ 5.74.020 DEFINITIONS**

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

**City** shall mean the City of Crest Hill, Will County, Illinois.

**Default** shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

**Enforcement Officer** shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).

**Evidence of Vacancy** shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

**Foreclosure or Foreclosure Action** shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

**Mortgagee** shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

**Owner** shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

**Property Manager** shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

**Real Property** shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits.

**Registrable Property** shall mean any Real Property located in the City, whether vacant or occupied, that is encumbered by a mortgage in Default, is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or trustee and a judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a “default/foreclosure” property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm’s length transaction or the Foreclosure Action has been dismissed and any Default on the mortgage has been cured.

**Registry** shall mean a web-based electronic database of searchable real property records, used by the City to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Chapter.

**Semi-Annual Registration** shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months the property is Registrable. The date of the initial registration may be different than the date of the first action that required registration.

**Utilities and Services** shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

**Vacant** shall mean any parcel of land in the City that contains any building or structure that is not lawfully occupied.

#### **§ 5.74.030 APPLICABILITY AND JURISDICTION**

This Chapter applies to Registrable property within the City.

#### **§ 5.74.040 ESTABLISHMENT OF A REGISTRY**

Pursuant to the provisions of Section 5.74.050 the City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Chapter.

**§ 5.74.050 INSPECTION AND REGISTRATION OF DEFAULTED MORTGAGE**

- (a) Any Mortgagee who holds a mortgage on Real Property located within the City shall perform an inspection of the property upon it being in Default or Defaulted by the mortgagor or prior to the issuance of a notice of Default.
- (b) Property inspected pursuant to subsection (a) above that remains in Default or Defaulted, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee declares its mortgage to be in Default or Defaulted, the Mortgagee shall register the Real Property with the City Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain and secure the Real Property subject to the mortgage in Default or Defaulted. A separate registration is required for each Registrable Property.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300 for each Registrable Property. Subsequent Semi-Annual Registrations of Defaulted properties and fees in the amount of \$300 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the City's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.
- (f) If the Defaulted mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

- (g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (h) If the Defaulted Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable.
- (k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.
- (l) If any property is in violation of this Chapter the City may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

#### **§ 5.74.060 MAINTENANCE REQUIREMENTS**

- (a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the City.
- (h) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the City. The City may take the necessary action to ensure compliance with this Chapter.

#### **§ 5.74.070 SECURITY REQUIREMENTS**

- (a) Properties subject to this Chapter shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the City.
- (e) When a property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The

Property Manager shall be available to be contacted by the City Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY \_\_\_\_\_.  
 AND IS INSPECTED ON A REGULAR BASIS. \_\_\_\_\_.  
 THE PROPERTY MANAGER CAN BE CONTACTED \_\_\_\_\_.  
 BY TELEPHONE AT \_\_\_\_\_.  
 OR BY EMAIL AT \_\_\_\_\_.

- (f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.
- (g) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

#### **§ 5.74.080 PROVISIONS SUPPLEMENTAL**

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the City from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

#### **§ 5.74.090 PUBLIC NUISANCE**

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the City.

#### **§ 5.74.100 ADDITIONAL AUTHORITY**

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code

Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the Administrative Hearing Officer or the Circuit Court of Will County as soon as possible to address the conditions of the property. Nothing herein shall limit the City from abating any nuisance or unsafe condition by any other legal means available to it.

- (b) Without prejudice to remedies available in the Circuit Court, the Code Enforcement Officer or Administrative Hearing Office for the City's Code Hearing Unit shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) The City may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the City contract with for that purpose.

#### **§ 5.74.110 OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY**

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

#### **§ 5.74.120 PENALTIES**

Any person found guilty of a violation of any of the provisions of this chapter shall be fined not less than \$150, but no more than \$750 for each offense. Each day the violation continues shall be considered a separate violation.

#### **§ 5.74.130 AMENDMENTS**

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the COUNCIL.

**SECTION 3: Severability.** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Ordinance.

**SECTION 4: Repealer.** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

SECTION 5: This Ordinance shall be in full force and effect immediately upon its passage and publication according to law.

PASSED THIS 18<sup>th</sup> DAY OF MARCH, 2019.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	_____	_____	_____	_____
Alderman Scott Dyke	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderwoman Barbara Sklare	_____	_____	_____	_____
Alderwoman Tina Oberlin	_____	_____	_____	_____
Alderman Marco Coladipietro	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Tom Inman	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

\_\_\_\_\_  
Vicki L. Hackney, City Clerk

APPROVED THIS 18<sup>th</sup> DAY OF MARCH, 2019.

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

ATTEST:

\_\_\_\_\_  
Vicki L. Hackney, City Clerk



**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE AMENDING TITLE 5, CHAPTER 5.74 (REGISTRATION OF VACANT AND DEFAULTED MORTGAGE PROPERTY), SECTION 5.74.020 DEFINITIONS, AND ADDING SECTION 5.74.055 INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE FORECLOSURE OF THE CITY OF CREST HILL CODE OF ORDINANCES.**

**WHEREAS**, the City Council (“Council”) of the City of Crest Hill (“City”) desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the City and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City limits; and

**WHEREAS**, the Council recognizes properties with defaulted mortgages and subject to foreclosure action or foreclosed upon (hereinafter referred to as “Registrable Properties”) located throughout the City lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

**WHEREAS**, the Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

**WHEREAS**, the City has statutory power to define, prohibit, and abate public nuisances pursuant to 65 ILCS 5/11-60-2 of the Illinois Municipal Code; and

**WHEREAS**, various state statutes authorize the City to provide for the removal of certain nuisances from private properties within the City, including cutting and removal of neglected weeds, grass, trees, and bushes, 65 ILCS 5/11-20-7, pest control activities, 65 ILCS 5/11-20-8, removal of infested trees, 65 ILCS 5/11/20-12, removal of garbage, debris, and graffiti, 65 ILCS 5/11-20-13, and removal, securing, and enclosing abandoned residential properties, 65 ILCS 5/11-20-15-1, and demolition, 65 ILCS 5/11-31-1; and

**WHEREAS**, the City incurs costs in abating these nuisances by performing property maintenance activities on these properties; and

**WHEREAS**, such costs are not always recoverable and said expenditures become a loss to the City’s finances and other resources; and

**WHEREAS**, the Council on March 18, 2019 approved Ordinance 1802 which created a Defaulted Mortgage Property Registration Program; and

**WHEREAS**, in passing Ordinance 1802 the Council recognized that it was necessary and in the best interests of the City’s residents’ health, safety, and welfare to have a more regulated method to discourage Registrable Property Mortgagees from allowing their properties to be

abandoned, neglected or left unsupervised, thereby creating nuisances and a drain on the City's resources; and

**WHEREAS**, The Council determined that Ordinance 1802 would assist Crest Hill in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing Crest Hill regulations and laws; and

**WHEREAS**, the Council has determined that vacant and/or abandoned property which is not subject to Mortgage Foreclosure is likewise a blight and nuisance and should be regulated in a similar manner as property which is subject to a Mortgage Foreclosure; and

**WHEREAS**, the Council has determined to amend Title 5, Chapter 5.74 of the Crest Hill Code of Ordinances to include additional definitions and to add a section for the Registration of vacant and/or abandoned property which is not subject to Mortgage Foreclosure.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Crest Hill, Will County, Illinois, 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 hereby incorporates it into this Ordinance by this reference.

**SECTION 2:** Title 5 of the City of Crest Hill Code of Ordinances shall be modified by repealing and replacing Section 5.74.020 and adding a new Section 5.74.055, with all other sections of Chapter 5.74 remaining the same, as follows:

**CHAPTER 5.74: REGISTRATION OF VACANT AND DEFAULTED MORTGAGE  
PROPERTY**

**Section**

- 5.74.010 Purpose and Intent
- 5.74.020 Definitions
- 5.74.030 Applicability and Jurisdiction
- 5.74.040 Establishment of a Registry
- 5.74.050 Inspection and Registration of Defaulted Mortgage
- 5.74.055 Inspection and Registration of Vacant Property
- 5.74.060 Maintenance Requirements
- 5.74.070 Security Requirements
- 5.74.080 Provisions Supplemental
- 5.74.090 Public Nuisance
- 5.74.100 Additional Authority
- 5.74.110 Opposing, Obstructing Enforcement Officer; Penalty
- 5.74.120 Penalties
- 5.74.130 Amendments

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## § 5.74.020 DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

**City** shall mean the City of Crest Hill, Will County, Illinois.

**Default** shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage as evidenced by the filing of a *lis pendens*, or otherwise commencing a foreclosure action.

**Enforcement Officer** shall mean any law enforcement officer, building officer, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).

**Evidence of Vacancy** shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accommodation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

**Foreclosure or Foreclosure Action** shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

**Mortgagee** shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

**Owner** shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title or any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property. The Property Manager shall not be considered the Owner.

**Property Manager** shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

**Real Property** shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits.

**Registrable Property** shall mean:

- (a) Any Real Property located in the City, whether Vacant or occupied, that is (i) subject of a Foreclosure Action; (ii) has been the subject of a Foreclosure Action and a judgment has been entered but the property has not yet been sold; (iii) has been the subject of a Foreclosure sale and title was transferred to the Mortgagee or an affiliate entity of the Mortgagee; or (iv) transferred to the Mortgagee or an affiliated entity of the Mortgagee under a deed in lieu of Foreclosure or Foreclosure sale. The designation of a Real Property as a Registrable Property pursuant to this subsection shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed; or
- (b) Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

**Registry** shall mean a web-based electronic database of searchable real property records, used by the City to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Chapter.

**Semi-Annual Registration** shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months the property in Registrable. The date of the initial registration may be different than the date of the first action that required registration.

**Utilities and Services** shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

**Vacant** shall mean any parcel of land in the City that contains any building or structure to be used as a residence or for commercial or industrial purposes that is not lawfully occupied or used for its accustomed and ordinary purpose, as evidenced by conditions set forth in the definition of "Evidence of Vacancy". In the case of the use of residential property, "used for its accustomed and ordinary purpose" means as a place of abode or dwelling.

- (a) For the purposes of this chapter, exceptions to the definition of vacant shall be made for properties that are (i) actively listed for sale with a licensed realtor and for those properties which are under active, ongoing rehabilitation or reconstruction and have a current building permit issued by the appropriate jurisdiction, if required; and (ii) single family, owner occupied residences where the owners are temporarily absent because the owner temporarily

resides at an alternative address for a portion of the year, but the property is secured and in full compliance with all other City ordinances and regulations.

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#### **5.74.055 INSPECTION AND REGISTRATION OF VACANT REAL PROPERTY**

- (a) Any Owner of Vacant property, as defined in this chapter, located within the City shall within ten (10) days after the property becomes Vacant, register the Real Property with the City Registry. Structures that are vacant property at the time of the adoption of this ordinance must register within fifteen (15) days of the date this ordinance takes effect.
- (b) Initial registration pursuant to this section shall contain at minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.
- (c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300.00 for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of \$300.00 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the City's Department dedicated to the cost of implementation and enforcement of this Ordinance and fulfilling the purpose of intent of this Chapter.
- (d) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property, if not already registered, or update the existing registration. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.
- (e) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registration required by subsequent Owners of the Vacant property.
- (f) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.
- (g) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter

and shall be subject to enforcement by any of the enforcement means available to the City.

- (h) If any property is in violation of this Chapter the City may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (i) Properties registered pursuant to this section are not required to be registered again pursuant to Section 5.74.050.

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**SECTION 3:** In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 4:** That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

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

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

[Left Intentionally Blank]

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

	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 \_\_\_\_\_, 2024.

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

ATTEST:

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



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

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**Meeting Date:** April 29, 2024  
**Submitter:** Mayor Raymond R. Soliman  
**Department:** Mayor's Office  
**Agenda Item:** Not for Profit Donation Request

**Summary:** Representative Natalie Manley is awarding the City of Crest Hill a \$250,000.00 grant to be distributed to 25 not for profit organizations of the city's choice. Attached for your review are the results of the survey requested.

**Recommended Council Action:** Approval

**Financial Impact:**

**Funding Source:**

**Budgeted Amount:**

**Cost:**

**Attachments:**



	Ray	Claudia	Tina	Scott	Nate
1 Family Outreach Crest Hill Food Pantry	X	X	X	X	X
2 Crest Hill Boys Baseball	X				X
3 American Italian Cultural Club	X				
4 Chaney Club	X				
5 Crest Hill Veterans/Police Memorial	X				
6 Crest Hill Womens Civic Club	X				
7 Lidice Memorial	X				
8 Crest Hill Lions Club	X	X			X
9 Knights of Columbus	X				X
10 Friends of the Library	X				X
11 Chaney Monge School Music & Fine Arts Department	X				X
12 Richland School Music & Fine Arts Department	X				X
13 CHPD Special Olympics of Illinois	X				
14 LTPD Buddy Benches at all Playgrounds	X				
15 Stepping Stones	X	X	X	X	
16 Honor and Remember of Illinois	X				
17 Joliet Lightways Hospice	X		X	X	X
18 Will County Center for Community Concerns	X	X			
19 Senior Services of Will County	X	X		X	X
20 Will County Childrens Advocacy Center	X		X		X
21 Pop Up Pantry	X				
22 Habitat for Humanity	X	X			X
23 Morning Star Mission	X			X	X
24 Easter Seals	X				X
25 Cornerstone Services	X				
26 Guardian Angel Home	X	X		X	X
27 Big Brothers Big Sisters		X		X	X
28 Casa of River Valley		X		X	X
29 Family Guidance Center		X			
30 Crisis Line of Will County		X	X		
31 Joliet Hope Center		X			
32 American Red Cross		X			
33 Spanish Community Center		X			
34 Ruby Whiskers Animal Rescue		X			
35 American Veterans Service Doc Academy		X			
36 National Council of Family and Domestic Violence		X			
37 Peace Shines with Kindness		X			
38 Salvation Army		X			
39 Northern Illinois Food Pantry			X		
40 Daybreak				X	
41 Will Grundy Medical Clinic				X	
42 Chaney-Monge Foundation					X
43 Chaney-Monge Parent Athletic Association					X
44 Lockport Township High School Foundation					X
45 Lockport Township Park District Dellwood Foundation					X
46 National Child Safety Council					X
47 Trinity Services					X
48 Catholic Charities					X
49 St. Vincent de Paul					X
50 Wish Upon a Star					X
51 Richland Courtyard Committee					X



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 29, 2024
<b>Submitter:</b>	Michael C. Eulitz
<b>Department:</b>	Public Works Department
<b>Agenda Item:</b>	Well's 9 & 12 Iron Filter Emergency Repair Work

### Summary:

The Iron Filter vessel at Well No. 12 located at 21215 Division Street is leaking to such a degree that we believe there are several leaks and failures in the vessel. The observations are very similar to what was happening at Well no. 11 before repairs are currently being made. The Scope of this emergency work will include removal of the filter media, inspection of the filter floor and repairs as needed. This scope will also include all labor and materials involved in replacing the filter floor and legs if needed. If upon a thorough inspection after the filter media is removed, the vessel floor does not need a full replacement but rather spot replacements and welding, then the City will have a deduction in the contract in that amount. If nothing is done at this time to the Iron filter vessel, additional deterioration will occur which will negatively impact the water quality for the residents' serviced by wells no. 9 and 12. In addition, the City would fail EPA inspections and face extensive fines. This emergency repair work is necessary to bring this filter back in compliance and to eliminate the risk of receiving fines from the IEPA.

No funding has been allocated in the 2024-25 fiscal year budget and an amendment in the amount not to exceed \$386,386.00.

### Recommended Council Action:

Approve the agreement with USG Water in an amount not to exceed \$386,386.00

### Financial Impact:

**Funding Source:** 12-00-7610

**Amended Budgeted Amount:** \$386,386.00

**Cost:** Not to exceed \$386,386.00

**Attachments:**

Pricing Scorecard

## CPR PRICING SCORECARD

**Date** 4/25/2024  
**Proposal Hold Period** 180 days  
**Water System Consultant** Chad Johnson  
**Owner** CITY OF CREST HILL  
**State** IL



**Asset:** WELL 12 FILTER is approximately 13'D x 12'H divided into four interior cells.

Filter media replacement and interior and exterior surface prep and coatings are included.  
 Inspection of underdrain components is included. Replacement of underdrain components are not included. Lead times for components (if needed) may exceed several weeks.

**Filter Media Replacement:** Work to be performed on one (1) mobilization.  
 Vacuum remove original filter media and dump on site.  
 After false bottom floor has been removed, vacuum remove loose muck/media/debris from false bottom floor.  
 Pressure wash clean floor. Vacuum.  
 Welders to install new floor.

**Surface Prep and Coating: Floor** Sand blast interior cell new floor surfaces SSPC-SP10 Near White.  
 Vacuum remove sandblast media.  
 Apply an epoxy coating on floor and 4 inches up the wall. Our goal is to protect the floor and weld seam where the floor meets the wall.  
 Full Coat SW Duraplate 6000 at 20-40 Mils DFT.  
 Coating and generator rental for plural component pump included.  
 Welders to install all the false bottom flooring back in all 4 cells.

**Surface Prep and Coating: Interior** Sand blast interior cell surfaces SSPC-SP10 Near White.  
 Prime coat with SW Corathane Galvapac 1k Zinc at 3-5 mils DFT.  
 Stripe coat weld seams with SW Macropoxy 5500lt at 2-8 mils DFT.  
 Full coat SW Duraplate 6000 at 20-40 mils DFT.

**Surface Prep and Coating: Exterior** 4000 psi pressure wash cleaning entire exterior surface.  
 SSPC-SP10 Near White blasted failed weld area with small #4 nozzle. Not to exceed 20sqft and not to damage surrounding areas including spray foam ceiling insulation.  
 SSPC-SP3 power tool smaller failed areas. Not to exceed 20sqft.  
 Spot prime coat blasted and power tooled areas with Macropoxy 646 at 2-8 mils DFT.  
 Full prime coat entire vessel exterior with Macropoxy 646 at 2-8 mils DFT.  
 Full top coat vessel with Acrolon 218 HS at 3-6 mils DFT. Owner to choose color.

**Notes/Exclusions:** Scorecard pricing is valid until 10/22/2024. Specialized goods and services are being rendered as part of this Scope of Work. Due to subcontractor and/or supplier pricing may fluctuate due to current market conditions. USG Water Solutions reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.  
 Owner shall isolate, and drain the Asset prior to renovation operations.  
 Owner shall provide that no moisture or water is entering the Asset during renovation operations.  
 Interior disinfection of Asset walls, floor and ceiling in accordance with AWWA C652/C653 (Contact Spray Method) is not included. Owner shall perform any testing and return of Asset back to service.  
 Water and power must be available within 150' of Asset.  
 Exterior piping surface prep and coating work is not included.  
 Electrical work is not included.  
 Valve and gasket work/replacement is not included.  
 Underdrains, strainer, and nozzle work is not included.  
 Airwash header/lateral work or replacement is not included.  
 Interior surface prep and coating above 4 cells is not included.  
 Bonds are not included.  
 Local Wage Rates are included.  
 Lead and / or Asbestos abatement of any kind is not included.  
 Containment of any kind is not included.  
 Equipment protection of any kind is not included.  
 USCI is not responsible for differing, latent or hidden conditions, including weather.  
 In the event of a different or unknown problem, USG Water Solutions will be entitled to equitable adjustment in price and time to compensate for additional costs.  
 All work is expected to occur during acceptable weather and/or seasonal times. Environmental controls, including dehumidification and auxiliary heating, are not included.  
 All workers to have 10-hour OSHA card; any additional safety requirements are subject to request for additional compensation.  
 This proposal is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate pricing.  
 Application of coatings will not hide existing imperfections on the asset. Additional services above and beyond what's listed in this proposal will not be performed without a change order.

Category	Price
Media Replacement/Renovation	\$ 386,386
<b>Total Price</b>	<b>\$ 386,386</b>

Billing Detail	1	2	3	4	5	6	7	8	9	10	Total
NS	\$ 386,386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 386,386
<b>Total</b>	<b>\$ 386,386</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 386,386</b>