

City Council Work Session Crest Hill, IL October 23, 2023 7:00 PM

Council Chambers 20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

- Consideration of Acting Community and Economic Development Director's Recommendation to Implement New Unconditional Agreement and Consent Requirements for Special Zoning Approvals
- 2. Consideration of Acting Community and Economic Development Director's Recommendation to Designate the Mayor and One Alderperson to Represent the City Council in Future Internal Economic Development Related Discussions with City Staff
- 3. Borio and Renwick Storage
- 4. Approval of an extension for an Interim Human Resource Manager with GovHR
- 5. Confirming a Business is in Compliance with the Places for Eating Tax Prior to Issuing any Licenses
- 6. Public Comments
- 7. Mayor's Updates
- 8. Committee/Liaison Updates
- 9. City Administrator Updates
- 10. Executive Session-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.
- 11. Executive Session-120 ILCS 5/2(c)(11)--Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

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: October 23, 2023

Submitter: Ron Mentzer, Acting Community and Economic Development Director

Department: Community Development

Agenda Item: New Unconditional Agreement and Consent Requirements for Special Zoning

Approval Ordinances

Summary: Acting City Administrator Gulden recently requested Community Development Department staff improve the City's special zoning approval process and related procedures to ensure:

- 1. Property owners, business owners, and developers (collectively "Applicant") who obtain City Council approval of a zoning variation, special use permit, or Planned Unit Development (collectively "Special Zoning Approvals") are made aware of (i) any special conditions the Special Zoning Approval is subject to and (ii) their obligation to comply with those conditions.
- 2. City Hall staff perform the inspections required to verify Applicant compliance with the conditions attached to Special Zoning Approvals.

To address Acting Administrator Golden's request, I recommend the City implement the following actions:

- 1. Incorporate a new standard condition in all future Special Zoning Approval ordinances presented for City Council approval that requires the Applicant to execute an Unconditional Agreement and Consent within 90 days of the City Council's approval of the Special Zoning Approval ordinance in order for the special approvals reflected in the ordinance to go into effect. Examples of how this standard condition would be incorporated into a Special Zoning Approval ordinance and the standard language of the recommended Unconditional Agreement and Consent are circled in red in the attached City of Warrenville Special Zoning Approval ordinance example.
- 2. Institute new steps in the Community Development Department's internal workflow processes and designate which staff position(s) will be responsible for (i) tracking the City's receipt of executed Unconditional Agreement and Consents before permits and licenses for the project or business are issued and (ii) ensuring the appropriate Special Zoning Approval ordinance conditions compliance inspections are performed.

3. Attach the executed Unconditional Agreement and Consent to the City Council-approved Special Zoning Approval ordinance and record that ordinance at the County Recorder's Office against the parcel numbers the Special Zoning Approval applies to.

Recommended Council Action: Authorize staff to implement the three above recommended actions.

Financial Impact: A relatively small amount of additional recording fees will be incurred to implement this recommendation.

Funding Source: Special zoning approval application fees.

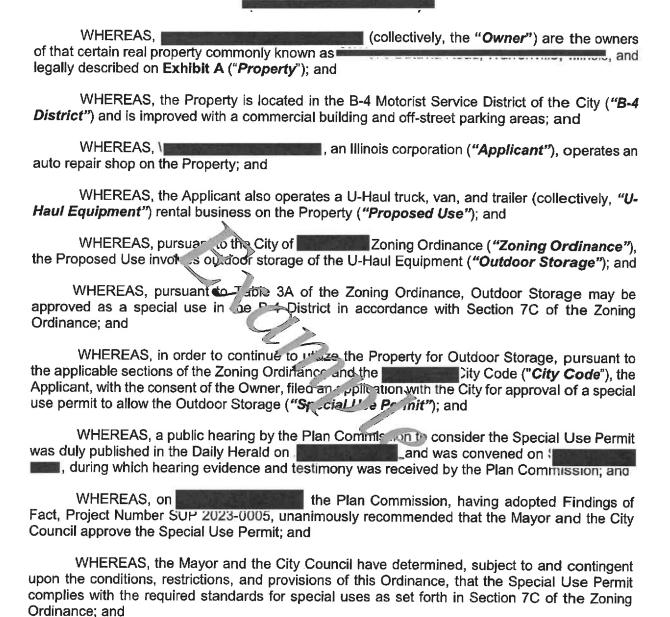
Budgeted Amount: Not applicable.

Cost: Will vary depending on the number of Special Zoning Approval ordinances the City Council approves in any given year.

Attachments: Example City of Warrenville Special Zoning Approval ordinance.

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW OUTDOOR STORAGE



WHEREAS, consistent with the Plan Commission recommendation, and pursuant to the City's powers under applicable law, including its home rule powers under the Illinois Constitution of 1970, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Special Use Permit, in accordance with, and subject to and contingent upon, the conditions, restrictions, and provisions of this Ordinance;

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NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Ordinance as if fully set forth in this Ordinance.

SECTION 2: Approval of Special Use Permit. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 3 of this Ordinance, the City Council approves the Special Use Permit to allow the Outdoor Storage of the U-Haul Equipment on the Property.

- **SECTION 3:** Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code, the Zoning Ordinance or any other rights the Applicant or Owner may have, the approval granted in Section 2 of this Ordinance is hereby expressly subject to and contingent upon the conditions, concepts, restrictions, limitations, and provisions set forth in this Section (collectively, the "Conditions").
- A. <u>Compliance with Law and Regulations</u>. The development, use, operation, and maintenance of the Property are the Outdoor Storage must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.
- B. <u>Compliance with F and and Documents</u>. Except for minor changes and site work approved by the Director of Companies, and Economic Development in accordance with all applicable City standards, the development use, operation, and maintenance of the Property, and the Outdoor Storage must comply with
- 1. The Narrative, prepared by the Applicant, consisting of one page, and undated, a copy of which is attached to, and by this reprende, made a part of, this Ordinance as **Exhibit B** ("Narrative"); and
- The Site Plan, prepared by the policint using a plat of survey dated consisting of one page, and undated, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit C** ("Site Plan").
- C. <u>U-Haul Equipment</u>. No more than 10 pieces of U-Haul Equipment may be stored outdoors on the Property at any given time.
- D. <u>Outdoor Storage Area</u>. The Outdoor Storage must be limited to the gravel area depicted and highlighted on the Site Plan.
- SECTION 4: Invalidation of Approvals. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the City, the approval granted in Section 2 of this Ordinance ("Approval") may, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council may not so revoke the Approval unless it first provides the Owner and the Applicant two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the City Council. In the event of such revocation, the City Administrator and City Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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SECTION 5: Recordation and Binding Effect. A copy of this Ordinance must be recorded in the Office of the County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Property and inure to the benefit of, and are binding upon, the Applicant.

SECTION 6: Amendments. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance and the City Code, as applicable to the affected items of relief, except as otherwise specifically authorized in this Ordinance.

SECTION 7: Effective Date.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
 - 1. Passage by the City Council by a majority vote in the manner required by law;
 - Publication in pamphlet form in the manner required by law;
 - The filing by the Applicant with the City Clerk of an Unconditional Agreement and Consent, in the form of Exhibit D attached to and, by this reference alone a part of this Ordinance, to accept and abide by each and all of the temporal ditions, and limitations set forth in this Ordinance and to indemnify he Cay for any claims that may arise in connection with the approval of this ordinance; and
 - 4. Recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the Recorder of DuPage County.
- B. In the event that the Applicant does not the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph 7.A.3 of this Ordinance within 90 days after the passage of this Ordinance by the Mayor and City Council, the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

[Signatures and Voting Record on Following Page]

Item 1.

PASSED THIS	day of	_, 2023.
AYES:		
NAYS:		
ABSENT:		
ABSTAIN:		
APPROVED THIS	day of	, 2023.

ATTEST:

CITY CLERK

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

10:	ine	3575 - 1	Illinois ("City"):		
	WHEREAS, certain real erty"); and		commonly know	(collectively, the " <i>Owner</i> ") are the contract of the contract	ne owners Illinois
auto re	WHEREAS, epair shop on			., an Illinois corporation ("Applicant"), op	erates an
	'Ordinance"),	approved	a Special Use P	_, adopted by the City Council on Permit to allow the outdoor storage of U-Haspecified conditions; and	aul trucks,
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WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 90 days following the passage of the Ordinance, its monditional agreement and consent to accept and abide by each and all of the terms, conditions set forth in the Ordinance;

NOW, THEREFORE, the A indicant does bereby agree and covenant as follows:

- abide by, each and all of the terms, undirons, limitations, restrictions, and provisions of the Ordinance.
- 2. The Applicant acknowledges that purior notices and hearings have been properly given and held with respect to the adoption of the Ordin nice has considered the possibility of the revocation provided for in the Ordinance, and agrees not challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right, provided that the notice to the Applicant required by Section 4 of the Ordinance is given.
- 3. The Applicant acknowledges and agrees that the City is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's granting of the Special Use Permit or its adoption of the Ordinance, and that the City's approvals do not, and will not, in any way, be deemed to insure, the Applicant against damage or injury of any kind and at any time.
- 4. The Applicant hereby agrees to hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the City's adoption of the Ordinance granting the Special Use Permit, and (c) the development, maintenance and use of the Property as authorized by the Ordinance.

[SIGNATURE PAGE FOLLOWS]

Ву:	
Its:	
SUBSCRIBED and before me this	day of
Notary Public	
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Agenda Memo

Crest Hill, IL

Meeting Date: October 23, 2023

Submitter: Ron Mentzer, Acting Community and Economic Development Director

Department: Community Development

Agenda Item: Authorize the Mayor and one Alderperson to represent the City Council in

economic development related discussions with City staff.

Summary: It is the City's current standard practice to discuss and receive early City Council input on significant new development proposals, potential economic development initiatives, and economic development assistance requests (collectively "Important Economic Development Issues") at City Council workshop meetings.

In order to enhance the value of future workshop discussions involving Important Economic Development Issues <u>and</u> improve the City's position in future development/economic development related negotiations, I recommend the City Council consider implementing the follow actions:

- 1. Designate the Mayor and one additional alderperson as the City Council's Economic Development Representatives (EDRs). Ideally, the designated alderperson would be someone who (i) regularly has a different perspective on important issues than the Mayor and (ii) the majority of aldermen believe would effectively represent their perspective on strategic discussions with staff on Important Economic Development Issues.
- 2. Authorize the EDRs to meet with the City Administrator, the Community and Economic Development Director, and other staff members the City Administrator feels would be beneficial to involve, when requested by the City Administrator to discuss, provide input, and develop joint EDR/staff recommendations on Important Economic Development Issues. Joint EDR/staff recommendations would be presented at and help focus future City Council workshop discussions of these issues.

I believe implementing these actions will improve the City's ability to respond to developers, business owners, and property owners with valuable input and direction in a timely and professional manner. Ultimately, this will allow the City to more effectively manage and direct new development in a manner that minimizes its impact on, and maximizes its benefit to the community.

Recommended Council Action: Designate one alderman and the Mayor as the City Council's Economic Development representatives and authorize them to meet with staff on an as needed basis to discuss, provide input, and develop joint EDR/staff recommendations on Important Economic Development Issues.

Financial Impact: None.

Funding Source: Not applicable.Budgeted Amount: Not applicable.

Cost: Not applicable.

Crest Hill CITY OF NEIGHBORS

City Council Agenda Memo

Crest Hill, IL

Meeting Date: October 23, 2023

Submitter: Maura Rigoni, AICP, Interim Planner

Department: Community & Economic Development

Agenda Item: Concept Review Renwick/Borio Self Storage

Summary: Springfield Development Partners has filed an application for a special use for a self-storage facility at the southwest corner of Borio and Renwick.

The property is approximately 3.96 acres and is zoned B3. Self-storage is a special use, with regulations as outlined in Section 8.2-14, which states the facility must comply with the State self-storage act, and that fencing and landscaping shall be provided to screen view.

In August of 2023, the City Council approved a special use for A& D Storage LLC to construct a self-storage facility on this parcel at the southwest corner of Borio and Renwick. There were a number of conditions placed on the approval (Ordinance attached for your consideration).

Under the new application of Springfield Development Partners, the proposal is for self-storage facility with a different configuration. The most notable change in the proposed site plan is the replacement of the fencing material along the north, west and south property lines with storage units. As proposed, the applicant would like to utilize the back side of the buildings as the screening material, rather than the fence.

Since there is a change in the configuration of the plan, a new applicant for a special use must appear before the Plan Commission and City Council for consideration of a new special use with the new layout. Below outlines the proposed changes and a summary of the project.

- The applicant has received a copy of the approved ordinance, and the City is encouraged to apply the same conditions which included items such as approval of final engineering, security plan.
- The applicant indicated there would be similar daily traffic counts as the approved development.

- The previous application included concrete driveways. Under the new proposal, the applicant is proposing asphalt.
- Below is a table comparing the setbacks of the approved plan vs the proposed plan:

Site Data	Approved Plan	Proposed Plan
North Property Line Green Space Provided	10' to 20'	30'
North Property Line Building Setback Provided	35' to 45'	30'
South Property Line Green Space Provided	20'	+/-19°
South Property Line Building Setback Provided	40'	+/-19°
East Property Line Green Space Provided	35'	34'
East Property Line Building Setback Provided	35'	34'
West Property Line Green Space Provided	10'	10'
West Property Line Building Setback Provided	+/-35	10'
Total Building Square Footage	67,250	67,550
Total Number of Buildings	8	12

- Under the current layout, the applicant would need a setback variance to permit the buildings along the perimeter of the lot.
 - o It is noted the previous application did meet all setback requirements. The previous application did receive approval of the following deviations from the Zoning Code:
 - Use of metal as a building material
 - Height of the fence in the front yard
- The proposal includes 12 buildings with various sizes of storage units (four along the perimeter and 7 interior). As similar to the approved plan, no overhead doors will front Renwick or the residential property to the south.
- The applicant has indicated they will be proposing to mirror the most recently reviewed landscape plan under the previous application, with modifications to location of the plant material to accommodate the new building locations.
- The approved building materials for the storage units included a mix of steel and masonry (stone). The north façade of the storage units included metal with a masonry (stone) knee wall, with the east façade of the building entirely masonry. The applicant has provided photos of the building material they are considering to use at this location.
 - The City Council is encouraged to discuss the building materials and design as this is a commercially zoned property at the entryway to a residential development. The City Council is also encouraged to discuss the opportunities to introduce a variety of quality building materials and opportunities to provide breaks in the build facade to provide architectural interest.

City Council October 23, 2023

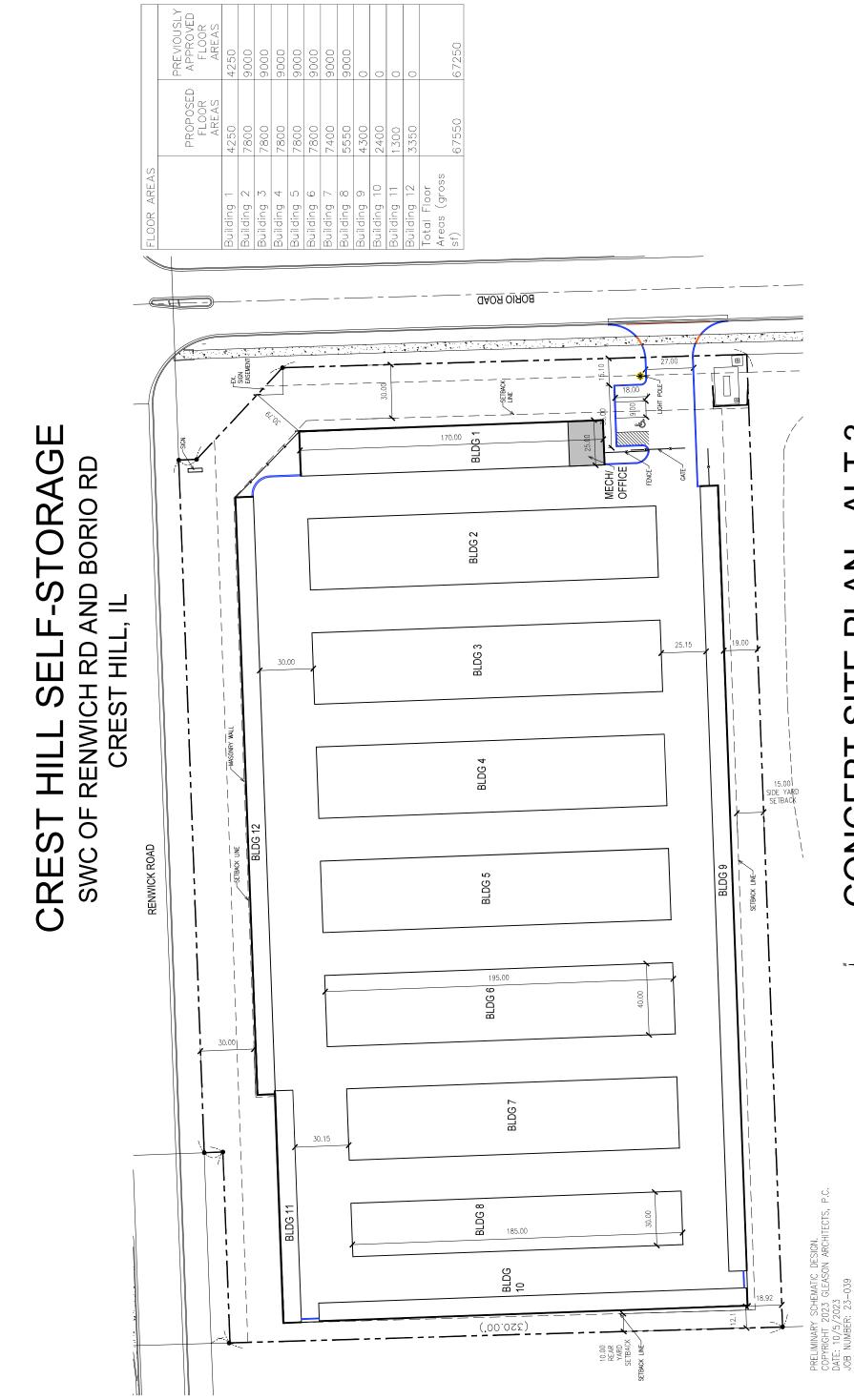
A comprehensive review of the plans has not been completed at this time. However, preliminary discussions have been added with both engineering and the fire department.

Because of the changes to the plan the applicant elected to appear before the City Council for initial feedback on the proposed special use. The applicant also requested to appear before the Plan Commission at the November 9th meeting.

Recommended Council Action: If the Mayor and City Council are amenable to the land use and revisions to the plan, I would ask that you authorize to work with the petitioner to move forward to prepare a site plan and associated documents for the future public hearing.



Example of Building Materials



CONCEPT SITE PLAN - ALT 3

SCALE: 1"=50'

P.C.

GLEASON ARCHITECTS, P.C.

769 Heartland Drive, Unit A Sugar Grove, Illinois
Phone: 630-466-8740 Fax: 630-466-8760

ORDINANCE NO. 1959

AN ORDINANCE GRANTING A SPECIAL USE PERMIT WITH RESPECT TO CERTAIN REAL PROPERTY LOCATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF CREST HILL [APPLICATION OF A&D STORAGE, LLC]

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-3.1.1 (the "Code") authorizes the corporate authorities of any municipality to enact ordinances to provide for the classification of special uses, including, but not limited to, public and quasi-public uses affected with the public interest, uses which may have a unique, special, or unusual impact upon the use or enjoyment of neighboring property, and planned developments; and

WHEREAS, the Code states that a special use shall be permitted only upon evidence that such use meets standards, established for such classification in the ordinances, and the granting of permission may be subject to conditions reasonably necessary to meet such standards; and

WHEREAS, the City of Crest Hill ("City") has enacted said ordinance in Section 12.7 of the Crest Hill Zoning Ordinance, specifying the requirements for special use permits; and

WHEREAS, A&D Storage, LLC ("Applicant"), has properly filed and presented before the Crest Hill Plan Commission an application seeking the granting of a special use permit for a self-storage facility (the "Application") for certain property within the city limits of the City of Crest Hill, Will County, Illinois, and located the southwest corner of Borio Drive and Renwick Road, Crest Hill, Illinois, PIN: 11-04-20-100-015-0000 (the "Property"), as legally described in Exhibit "A" with proper notice thereof given; and

WHEREAS, said Property is zoned B-3 under the Crest Hill Zoning Ordinance and the Applicant has requested that the zoning be changed to a B-3 special use permit; and

WHEREAS, the Crest Hill Plan Commission, by formal vote taken July 19, 2023, recommended approval of the special use permit sought in the Application, with conditions, after holding a Public Hearing, with proper notice thereof given; and

WHEREAS, the City Council has examined the July 19, 2023, Findings and Decision of the Plan Commission hereto attached as Exhibit "B" and has considered the presentations and arguments of the Applicant in a regularly scheduled open meeting; and

WHEREAS, the City Council finds that it is in the best interest of the City that the Recommendation of the Plan Commission be accepted, and the Application be granted.

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

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

- **SECTION 2:** That the City Council hereby accepts, adopts, and ratifies the Findings and Decision of the Plan Commission, attached hereto as "Exhibit B", and incorporated by reference herein, as the Findings and Decision of the City Council in relation to the Application for a special use permit.
- SECTION 3: That a special use permit is hereby granted to A&D Storage, LLC to allow a B-3 special use to permit a self-storage facility for the property at the southwest corner of Borio Drive and Renwick Road, Crest Hill, Illinois PIN: PIN: 11-04-20-100-015-0000, (the "Property"), as legally described in Exhibit "A", and in accordance with reviewed plans (attached hereto as Exhibit "C") and the definitions of the zoning classifications currently in use in the Crest Hill Zoning Ordinance, hereinafter described and subject to the following conditions:
 - 1. The fencing along Renwick Road and Borio Drive will be 6' in height on the east, north, and west sides for security purposes and 8' in height on the south side and must comply with section 8.2-14 of the Zoning Ordinance.
 - 2. Recommendation is conditioned on the City's approval of a final landscaping plan, which will include additional landscaping along the west property line to further screen the overhead doors from the west, on the north to further screen the buildings, and the use of full masonry on the east side to further screen those buildings.
 - 3. Recommendation is conditioned on approval of the final site plan, final photometric and signage plan and final engineering review and approval by the City.
 - 4. Recommendation is conditioned on the City of Crest Hill Police Department's review and approval of the security plan.
 - 5. The hours of business will be from 7:00 a.m. to 9:00 p.m. and the access keycode will be timed out from 9:00 p.m. to 7:00 a.m. to prevent entry.
 - 6. The increase in fence height and deviation from the required building materials is considered under the approval of the special use as it applies to the specific nature of a self-storage use of the property.

<u>Territory Described</u>. See attached legal description "Exhibit A."

SECTION 4: This Ordinance shall take effect upon its passage and publication according to law.

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PASSED THIS 7th DAY OF AUGUST, 2023

	Aye	Nay	Absent	Abstain
Alderman John Vershay	1			
Alderman Scott Dyke	7	£.	S	
Alderwoman Claudia Gazal		-	***************************************	
Alderman Darrell Jefferson	-	=======================================		
Alderperson Tina Oberlin	-		 	:
Alderman Mark Cipiti	-4	÷		(r)
Alderman Nate Albert				
Alderman Joe Kubal	7	-		
Mayor Raymond R. Soliman		7		

Christine Vershay Hall, City Clerk

APPROVED THIS 7TH DAY OF AUGUST, 2023

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

"Exhibit A"

LEGAL DESCRIPTION

PIN:11-04-20-100-015-0000

Legal Description

That part of the Northwest quarter of Section 20, Township 36 North, Range 10 East of the Third Principal Meridian, described as follows: commencing at the intersection of the East Line of the Natural Gas Pipeline Company of America Right of Way as per document R71-13386 with the South Line of Said Quarter Section; thence North 01 degrees 39 minutes 04 seconds West, 2269.39 feet along said East line to the point of beginning; thence North 87 degrees 53 minutes 28 seconds East, 545.18 feet along a line that is 320 feet Southerly and parallel with the South Line of Renwick road as dedicated per document 538061 (said parallel line being coincident with the North Line of Remington lakes-unit 2) to the West Line of Borio drive as dedicated per document 2002095121; thence North 01 degrees 37 minutes 52 seconds West, 260.00 feet along said West Line to an angle point in said line; thence North 46 degrees 52 minutes 12 seconds West, 70.42 feet along said West Line to angle point in said line; thence North 02 degrees 06 minutes 31 seconds West, 10.00 feet along said West Line to the aforementioned South Line of Renwick Road; thence South 87 degrees 53 minutes 29 seconds West, 495.21 feet along said South Line to the East line of Said Natural Gas Pipeline Company of America right of way; thence South 01 degrees 39 minutes 04 seconds East, 320.00 feet along said East line to the point of beginning, in Will County, Illinois.

Except that portion conveyed to the Illinois Dept. Of transportation by order recorded as document number R2012041415 described as follows:

that part of the North 60.00 feet of the East Half of the Northwest Quarter of Section 20, except the West 80.00 feet thereof, Township 36 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows: beginning at the point intersection of the South Line of North 60.00 feet of said Northwest Quarter with the East Line of the West 80.00 feet of the East half of Said Northwest Quarter; thence North 00 degrees 00 minutes 42 seconds West, on an assumed bearing along the East Line of the West 80.00 feet of the East Half of Said Northwest Quarter, a distance of 60.00 feet to the North Line of the Northwest Quarter of Said Section 20; thence North 89 degrees 31 minutes 14 seconds East, along said North Line, 106.52 feet; thence South 0 degrees 28 minutes 46 seconds East, perpendicular to the North Line of said Northwest Quarter, 60.00 feet to a point of intersection with a line 60.00 feet South from and parallel with the North Line of said Northwest Quarter when measured perpendicular thereto; thence South 89 degrees 31 minutes 14 seconds West, along said parallel line, perpendicular to the last described course, 107.01 feet to the point of beginning. All situated in Will County, Illinois.

"Exhibit B"

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

IN RE:)	
The application A&D Storage, LLC)	No. SU-23-4-6-1
)	
)	
For a special use permit.)	

FINDINGS AND DECISION OF THE PLAN COMMISSION AS TO CASE NO. SU-23-4-6-1 THE APPLICATION OF A&D STORAGE, LLC FOR A SPECIAL USE AT THE SOUTHWEST CORNER OF BORIO DRIVE AND RENWICK ROAD

THIS APPLICATION, coming before for a decision by the Plan Commission, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on July 19, 2023, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

- A. That the applicant, A&D Storage, LLC is the occupant of the real estate, upon approval of the special use, as described in the application. The property owner has signed off on the application.
- B. That the application seeks a B-3 special use for the property described in the application, the southwest corner of Borio Drive and Renwick Road, Crest Hill, Illinois, PIN: 11-04-20-100-015-0000 (the "Property"), as legally described in Exhibit "A"
 - C. That the Property is currently zoned B-3;
- D. That the application seeks approval of a special use to allow a self-storage facility on the property;
 - E. That the proposed use is not allowed on the property as currently zoned;
- F. That the property described in the application is currently zoned as a commercial use, with residential uses adjacent thereto;
- G. That the application for the special use was properly submitted and notice of the application and the Public Hearing were properly published;
 - H. That no interested parties filed their appearances herein;

- I. That the public hearing was called to order, the applicant presented evidence and arguments in support of his application, and the public hearing was duly transcribed by a certified shorthand reporter of the State of Illinois;
- J. That the rules adopted by the Plan Commission for the conduct of Public Hearings by the Plan Commission were duly followed and observed;
- K. That the proposed special use, as considered under section 12.7 of the zoning code, meets the standards for the granting of the special use under section 12.7-6 as the proposed development meets all of the criteria set forth in subsections 10.6 and 12.7-6(1), (2), (3), (4), (5) and (6).

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

- 1. That the application of A&D Storage, LLC to allow a B-3 special use for a self-storage facility in accordance with the reviewed plans on the property at the southwest corner of Borio Drive and Renwick Drive Crest Hill, Illinois, PIN: 11-04-20-100-015-0000 (the "Property"), as legally described in Exhibit "A", in a B-3 zoning district is recommended to be approved and is supported by the evidence adduced;
- 2. The following conditions were placed on the special use permit:
 - a. The fencing along Renwick Road and Borio Drive will be 6' in height on the east, north, and west sides for security purposes and 8' in height on the south side and must comply with section 8.2-14 of the Zoning Ordinance.
 - b. Recommendation is conditioned on the City's approval of a final landscaping plan, which will include additional landscaping along the west property line to further screen the overhead doors from the west, on the north to further screen the buildings, and the use of full masonry on the east side to further screen those buildings.
 - c. Recommendation is conditioned on approval of the final site plan, final photometric and signage plan and final engineering review and approval by the City.
 - d. Recommendation is conditioned on the City of Crest Hill Police Department's review and approval of the security plan.
 - e. The hours of business will be from 7:00 a.m. to 9:00 p.m. and the access keycode will be timed out from 9:00 p.m. to 7:00 a.m. to prevent entry.
 - f. The increase in fence height and deviation from the required building materials is considered under the approval of the special use as it applies to the specific nature of a self-storage use of the property.
- 3. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the special use be granted upon the specified conditions.

Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 19th Day of June 2023 upon the following voice vote:

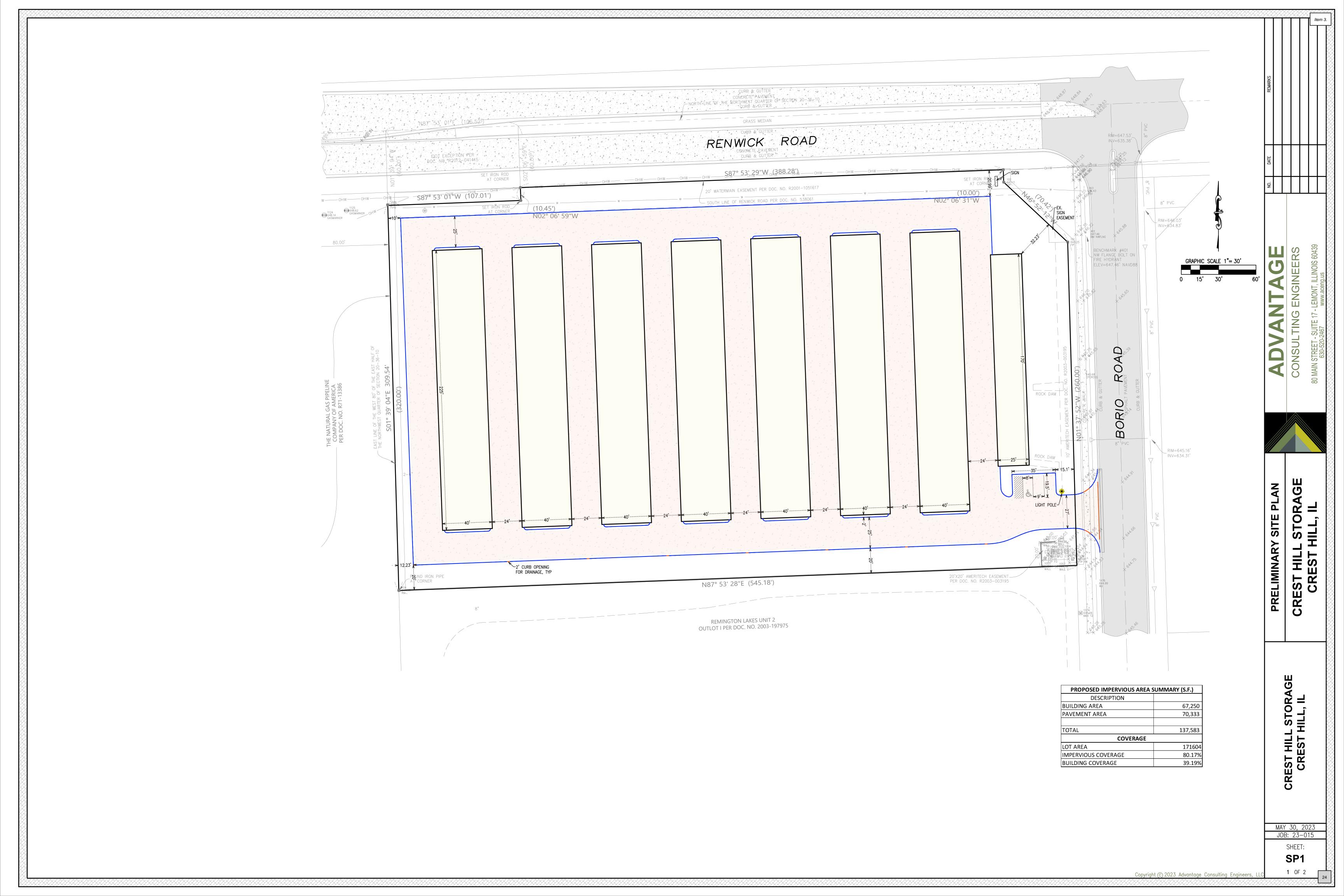
	Aye	Nay	Absent	Abstain
Commissioner Carol Slabozeski	J	•		
Commissioner John Stanton	\overline{J}	\$ == == E	-	
Commissioner Ken Carroll	-			
Commissioner Jan Plettau	- V /		-	1,5
Commissioner Bill Thomas	- 			i(
Commissioner Jeff Thomas	-J	3.		Ş
Commissioner Angelo Deserio	-J_			
Commissioner Angelo Deserio				

Approved:

Bill Thomas, Chairperson

Attest:

Christine Vershay-Hall, City Clerk



Preliminary Landscape Plan

RENWICK SELF-STORAGE

Crest Hill, Illinois

June 19, 2023

CONSULTANTS:



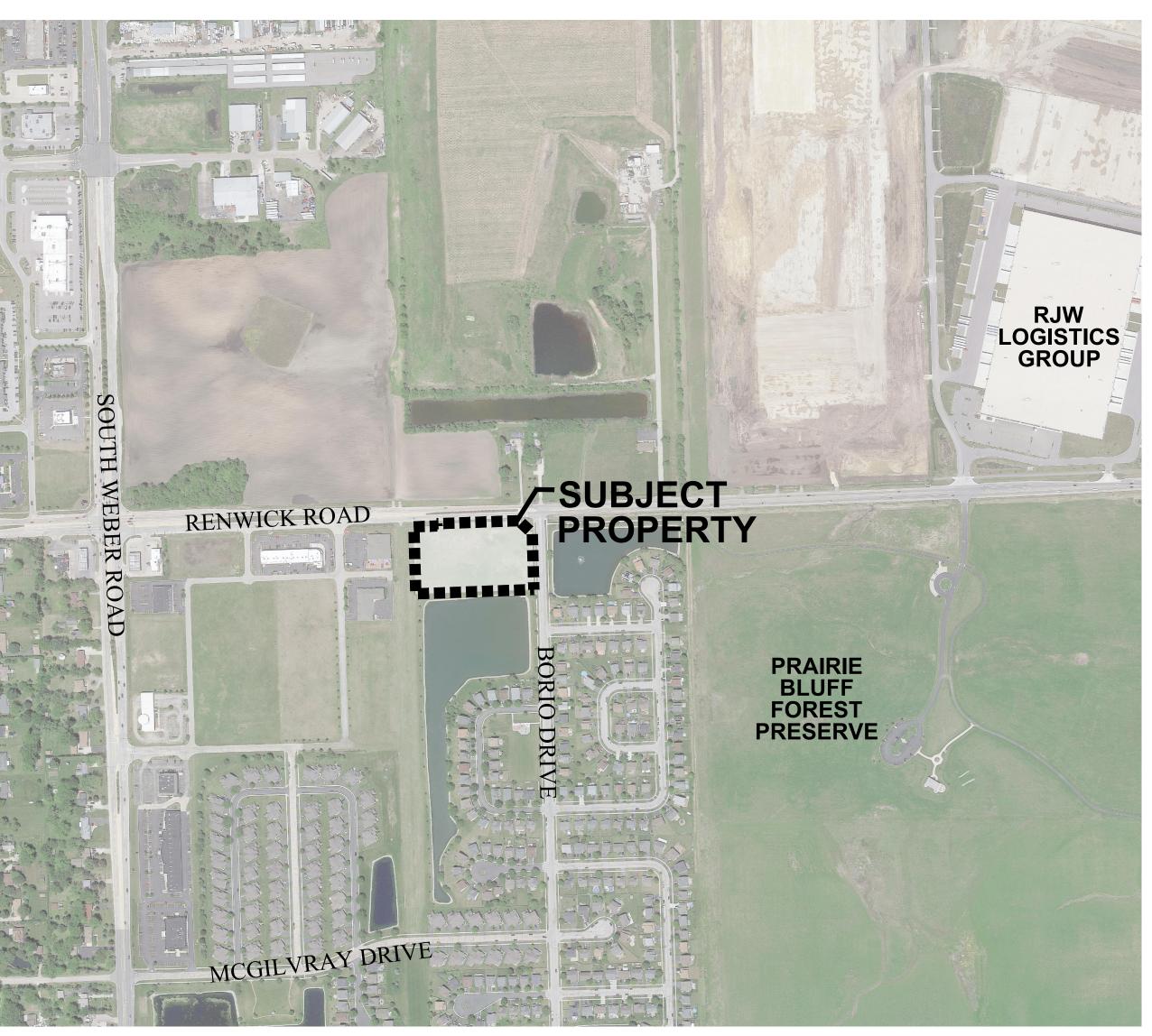
LANDSCAPE ARCHITECT:

GARY R. WEBER ASSOCIATES, INC 402 W. LIBERTY DRIVE WHEATON, ILLINOIS 60187



CONSULTANT:

ADVANTAGE CONSULTING ENGINEERS 80 MAIN STREET, SUITE 17 LEMONT, IL 60439

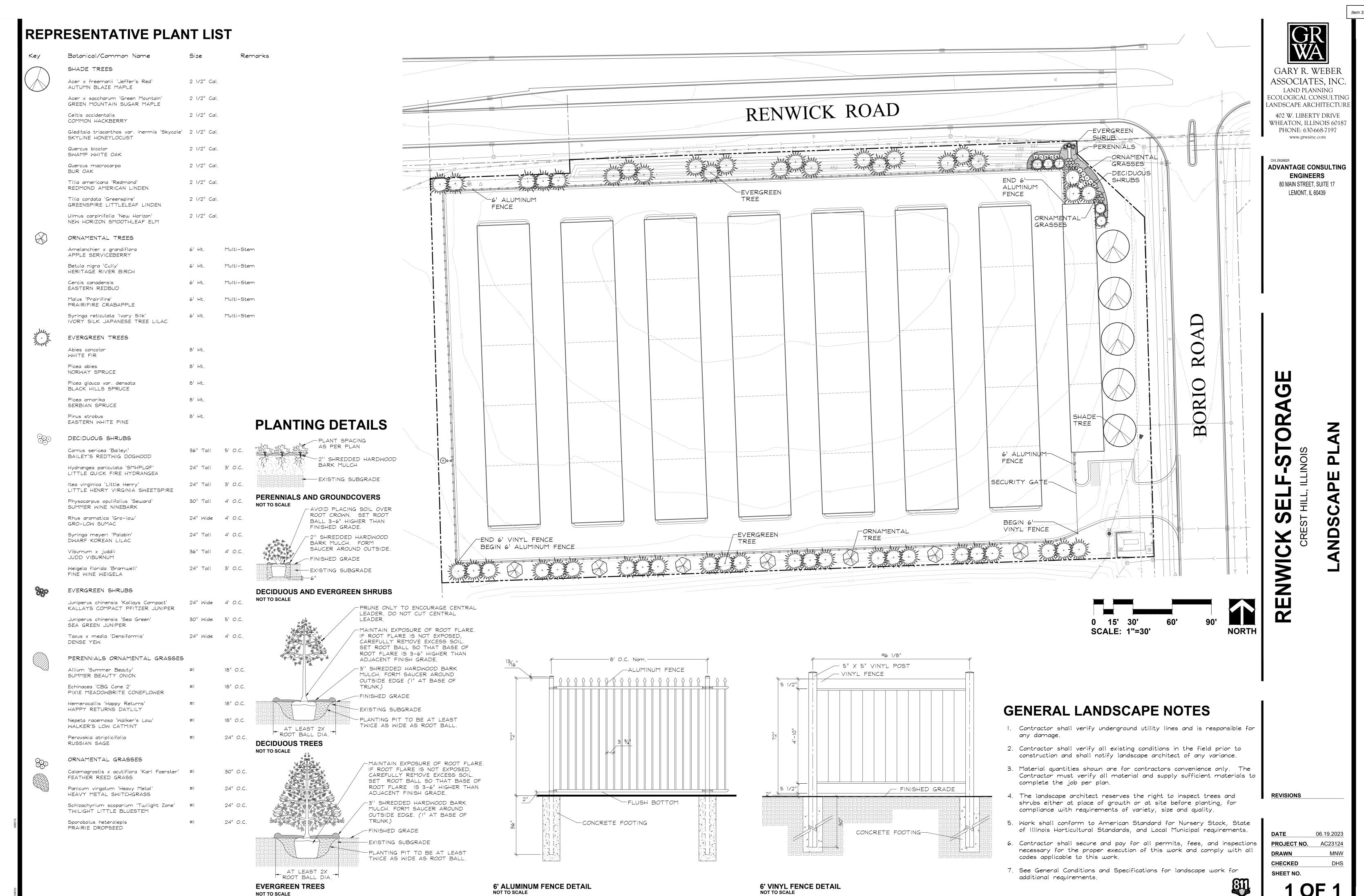


LOCATION MAP

SCALE: 1"=400'

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	PRELIMINARY LANDSCAPE PLAN





CREST HILL PLAN COMMISSION MEETING – RENWICK & BORIO STORAGE FACILITY

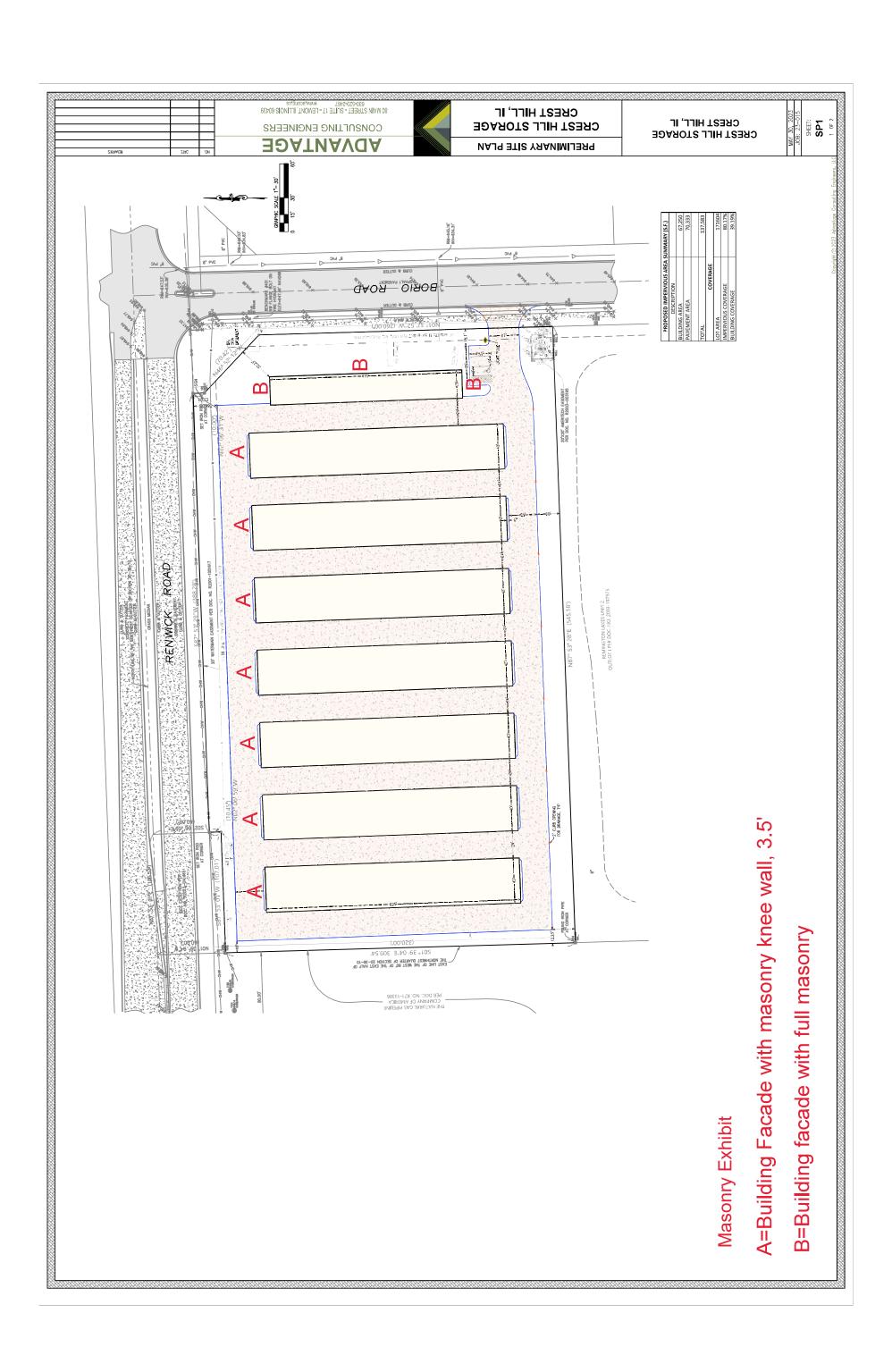
- 1. THE PROPOSED STORAGE FACILTIY ON RENWICK & BORIO FALLS WITHIN THE B3 ZONING DISTRICT
- B3 ZONING ALLOWS STORAGE FACILITIES WITH A SPECIAL USE PERMIT.
- THE SITE IS TOO FAR OFF OF WEBER ROAD FOR RETAIL AND IS TOO SMALL FOR A HOUSING PROJECT MAKING IT IDEAL FOR STORAGE
- 4. THE SITE HAS BEEN VACANT FOR MANY YEARS
- 5. THE STORAGE FACILITY WILL BRING HIGHER PROPERTY TAXES TO THE VILLAGE.
- 6. INCREASE TAX TO THE SCHOOL DISTRICTS WITHOUT ADDING ANY BURDEN TO THE DISTRICTS.
- 7. LESS TRAFFIC ON TO BORIO THAN A RESTAURANT, MEDICAL FACILITY OR SHOPPING CENTER.
- 8. THE STORAGE FACILITY IS A NEED FOR THE PEOPLE OF CREST HILL AND THE SURROUNDING MUNICIPALITIES.

DETAILS OF OUR SITE

- 1. STORAGE FACILITY TRAFFIC 5-9 CARS PER DAY UNTIL AT CAPACITY.
- 2. 2 5 CARS PER DAY AFTER THE SITE IS AT CAPACITY
- 3. ALL CONCRETE PAVEMENT FOR A CLEANER MORE DESIRABLE LOOK
- 4. LESS PAVEMENT MAINTENANCE AND MORE DURABLE WITH CONCRETE
- 6 FOOT BLACK FAUX WROUGHT IRON FENCE ON THE NORTH, WEST AND EAST EXCEPT WHERE BUILDING BORDERS BORIA DRIVE
- 6. 6-FOOT VINYL FENCE ON THE SOUTH.
- 7. TREES WILL BE PLANTED IN LINE WITH THE DRIVE AISLE.
- 8. HIRING LOCAL LANDSCAPING AND MAINTENANCE CONTRACTORS TO KEEP THE SITE CLEAN AND FREE OF TRASH.
- 9. KEYLESS ENTRY GATE FOR ACCESS.
- 10. LED BOX LIGHTING WILL BE LOCATED ON THE BUILDINGS OF EACH DRIVE AISLE.
- 11. LIGHT POLE LOCATED AT THE FACILITY ENTRANCE FOR THE ESTABLISHED PARKING STALLS
- 12. SECURITY CAMARAS FOR SAFETY AND MONITORING

ENGINEERING SITE PLAN TOPICS

- 1. NO BERM IS PROVIDED ON THE SOUTH SIDE OF THE SITE DUE TO THE DRAINAGE OF THE SITE FLOWING TOWARDS THE POND.
- 2. WE ADDED 6-FOOT VINYL FENCE FOR SOLID SCREENING ALONG WITH LANDSCAPING ON THE SOUTH SIDE.
- 3. A SMALL BERM CONSTRUCTED ON THE NORTH SIDE OF THE SITE.
- 4. THE DITCH ALONG THE EAST SIDE OF THE SITE HAS TO STAY IN ORDER TO KEEP THE CURRENT DRAINAGE PATTERN COMING OFF BORIO AND RENWICK.
- 5. A PIPE CULVERT HAS BEEN ADDED UNDER THE PARKING LOT TO CONVEY THE WATER FROM THE DRAINAGE DITCH TO THE POND.
- 6. SIGN EASEMENT GRANTED TO THE SUBDIVISION TO THE SOUTH FOR A SUBDIVISION SIGN (LOCATED AT BORIO AND RENWICK).





Crest Hill CITY OF NEIGHBORS

City Council Agenda Memo

Crest Hill, IL

Meeting Date: October 23, 2023

Submitter: Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer

Department: Treasurer's Office

Agenda Item: Approval of an extension for an Interim Human Resource Manager with

GovHR

Summary: Dave Strahl has been the acting interim Human Resource Manager since early August 2023. This contract expires on November 3, 2023.

The City would like to extend this contract and Exhibit A of this contract allows for automatic two-week renewals after November 3, 2023. Either party can cancel with seven days' notice.

Recommended Council Action: Approve the extension of the contract between the City of Crest Hill and GovHR which allows for automatic two-week renewals.

Financial Impact:

Funding Source: General Fund.

Budgeted Amount:

Cost:

Attachments Executed Agreement - Strahl (7-2023)

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by GOVTEMPSUSA, LLC, an Illinois limited liability company ("GovTemps"), and the CITY OF CREST HILL (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit **A**, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit **A** signed by both GovTemps and the Client. GovTemps has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with GovTemps and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution,

ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify GovTemps for the workers compensation claims of the Assigned Employee(s) and GovTemps agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold GovTemps harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B.** GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employees. GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace.

The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

- (b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;
- (c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;
- (d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;
- (e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;
- (f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and
- (g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on **Exhibit A**, as amended; plus
- (b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

- (a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.
- (b) GovTemps shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7

of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against GovTemps with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned Employee as either a permanent or temporary employee it

must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) GovTemps' breach of its obligations under this Agreement; (b) actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of GovTemps or any of the GovTemps Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the GovTemps

parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

- **Section 8.04. Entire Agreement**. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.
- **Section 8.05. Further Assurances**. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.
- **Section 8.06. Gender**. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.
- **Section 8.07. Section Headings**. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
- **Section 8.08.** Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.
- **Section 8.09.** Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.
- **Section 8.10.** Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.
- **Section 8.11. Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.
- **Section 8.12. Force Majeure**. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01.

Mandatory Mediation/Arbitration.

- (a) Party Conference. In the event of any controversy, dispute or claim arising out of or in any way related to this Agreement or the subject-matter hereof (a "Claim"), the Parties, by and through their principals, shall, within thirty (30) days of being advised of the Claim, confer and attempt to informally resolve the Claim. The purpose of this conference is to either resolve the Claim arising hereunder or, in circumstances where a claim has been asserted or threatened against the Client based on or potentially based on, in whole or in part, the conduct, acts, errors or omissions of the Assigned Employee, to agree upon a collaborative strategy whereby the parties participate in a manner that does not negatively impact the defense of the claim and, to the extent possible, preserves a unified defense. All parties agree to engage in good faith efforts in this regard.
- (b) Mandatory Mediation. In the event that the Party Conference required under paragraph (a) above, is unsuccessful, the Claim shall then be subject to mediation in an endeavor to settle the dispute in an amicable manner. Mediation shall be a condition precedent to arbitration required under paragraph 9.01 (c). The mediation shall be conducted by a mediator selected jointly by the Parties who is: an uninterested party who is a current or former local government executive or officer; a risk manager, executive of an insurance or reinsurance company or of an insurance or reinsurance intermediary; a practicing lawyer with experience in the insurance industry and/or municipal or employment law; or a retired judge. The Parties shall agree to such a mediator within fourteen (14) days of a request hereunder being received by the non-requesting party. In the event that the Parties fail to so agree within the time stipulated or otherwise extended by agreement of the Parties, the mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mandatory mediation shall be held in Chicago, Illinois, or at location otherwise agreed by the Parties, within 45 days after the selected mediator has accepted his or her appointment.
- (c) <u>Mandatory Arbitration</u>. Any Claim not resolved by mediation as set forth in paragraph 9.01 (b) hereof ("the Mediation Claim"), including any disputes as to the scope and meaning of this Article and the arbitrability of any Claim, shall be decided by arbitration. A claim in arbitration must be initiated within ninety (90) calendar days after termination of the Mediation Claim, which in the absence of agreement by the Parties to the

contrary, shall be deemed the date on which the last demand or offer in settlement was made or on which the Parties met in person with the mediator, whichever is later. The Parties shall jointly agree on single arbitrator, who shall meet the same qualifications as required of the Mediator as set forth in paragraph 9.01 (b) hereof. The Arbitrator shall be selected by the Parties within thirty (30) days of receipt of the Arbitration Claim by the non-demanding party. Failing agreement of the parties within the time stipulated or otherwise extended by agreement of the Parties, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association – Expedited Procedure.

(d) Hearings and Award. The arbitration shall be before one (1) arbitrator and shall be held in Chicago, Illinois, or at such other location as may be agreed by the Parties. Hearings hereunder shall not be open to the public and will be private and confidential. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in a court of competent jurisdiction. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps: GOVTEMPSUSA, LLC

630 Dundee Road Suite 225 Northbrook, Illinois 60062 Attention: Michael J. Earl Telephone: 224-261-8366

Electronic Mail: mearl@govhrusa.com

If to Client: CITY OF CREST HILL

20600 City Center Boulevard Crest Hill, Illinois 60403 Attention: Lisa Banovetz Telephone: 815-741-3080

Electronic Mail: lbanovetz@cityofcresthill.com

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,

an Illinois limited liability company

adenastari

y _______

Name: Joellen J. Cademartori Title: President and Co-Owner

Effective Date: July 31, 2023

CLIENT

By Lisa Banovets

Name: Lisa Banovetz

Title: <u>Director of Finance</u>

EXHIBIT A Assigned Employee and Base Compensation

POSITION/ASSIGNMENT: Interim Employee Relations Manager

POSITION TERM: July 31, 2023 – November 3, 2023

ASSIGNED EMPLOYEE: David Strahl

Unless either party provides two weeks advanced written notice, the term will automatically be extended in two week increments.

Either party may terminate the agreement at any time by providing two weeks advance written

notice.

BASE COMPENSATION: \$98/hour. Hours per week will vary but it is estimated that employee will work between 24-40 hours/week. Specific hours of work will be determined between the client and the employee. Clients agrees to report hours via email and timesheet to payroll@govtempsusa.com by the close of business on the Monday after the prior work week. The client may remit payment via check or ACH.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

GOVTEMPSUSA, LLC:	CLIENT:
By: A Cadenarton	By: Lisa Banovetz
Date: July 20, 2023	Date: July 20, 2023

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

Exhibit B-13

EXHIBIT B Summary of Benefits

Does Not Apply

City Council Agenda Memo



Crest Hill, IL

Meeting Date: October 23, 2023

Submitter: Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer

Department: Treasurer's Office

Agenda Item: Confirming a Business is in Compliance with the Places for Eating Tax Prior to

Issuing any Licenses

Summary: Ordinance 1911 was passed by the City Council on July 5, 2022, to establish a Places for Eating Tax in the City of Crest Hill. This tax went into effect for all applicable City businesses on January 1, 2023.

As part of having all businesses comply and pay the Places for Eating taxes monthly, City staff has spoken with City Council at previous workshops to require that licenses, of any kind, should *not* be issued to a business, unless it has been confirmed that the petitioning business is current in all monies it may owe to the City. This includes business fees owed, but not limited to, Places for Eating taxes, utility billing payments, tap on fees, any outstanding permit fees.

Numerous emails have been sent to both the Mayor's office in addition to the Clerk's office to verify that a business who is requesting a license is not delinquent in paying any fees that are owed to the City, prior to issuing a license.

On Monday, October 16^{th,} I was informed that a new gaming and entertainment license was issued to a business who is six months delinquent in paying its Places for Eating Tax to the City. The Mayor's office did not check to make sure this business was current with paying the Places for Eating Tax prior to issuing these two new licenses to this business.

In Ordinance 1911, Section 3.20.080 Suspension or Revocation of Licenses states that the Mayor may suspend or revoke all City licenses held by such owner if it is determined that the owner has willfully avoided the payment of any tax imposed by this chapter.

In my opinion, licenses should not be granted to any business operating within the City limits until it has been verified that no monies are owed to the City from the business who is requesting a license.

Recommended Council Action: Staff is looking for direction from Council on how to prevent future licenses from being issued to any businesses who owe the City money.

Financial Impact:

Funding Source: N/A.

Budgeted Amount: N/A

Cost: N/A

Attachments N/A