



City Council Work Session

Crest Hill, IL

January 12, 2026

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

MAYOR

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

CLERK

1. Community Room Policy Discussion

TREASURER

CITY ADMINISTRATOR

1. SWARM Presentation
2. FY 2026 Budget Status & General Budget Presentation
3. Fiber Agreement Discussion with Metronet and Ripple
4. Credit Card & Purchasing Policy Update Discussion
5. Updated Agreements with Azavar and SpyGlass
6. Request by City Council Member Discussion
7. Labor Attorney Selection Process Discussion

ECONOMIC DEVELOPMENT DEPARTMENT

1. Discuss the Route 66 100th Anniversary Event, Budget, and Signage
2. Text Amendments to the City of Crest Hill Zoning Ordinance, Code of Ordinances and Development Handbook with Respect to Regulations Governing Non-Conforming Uses and Structures, Court Reporter Requirements for Development Applications, and Parking Lot, Driveway, and Street Access Regulations (Case # TXT-25-2-12-1)

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.

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

ENGINEERING DEPARTMENT

POLICE DEPARTMENT

PUBLIC WORKS DEPARTMENT

PUBLIC COMMENT(Limit 3 minutes per person)

EXECUTIVE SESSION:

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

ADJOURNMENT



City Council Work Session Agenda Memo

Crest Hill, IL

Meeting Date:	January 12, 2026
Submitters:	Dan Ritter, AICP, Community and Economic Development Director Ron Mentzer, Community and Economic Development Consultant
Department:	Community & Economic Development
Agenda Item:	Minor Change to PUD Approval Ordinance for Lockport Township Fire Protection District's New Division Street Training and Maintenance Facility

Summary:

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

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

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

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

Background:

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

Staff Conclusions and Recommendation:

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

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

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

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

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

Recommended Council Action: Direct staff and the City to (i) prepare a new PUD approval ordinance for the Lockport Fire Protection District's new Division Street training and maintenance facility project that would replace existing PUD ordinance approval condition #5 with the staff recommended revised language and (ii) include said ordinance on the January 19, 2026, City Council meeting agenda for final action.

Attachments:

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

Exhibit 2 – Timeline for Lockport Fire District Correspondence With IDOT

EXHIBIT 1

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

City Council Work Session
January 12, 2026
LTFPD Minor PUD Change Request

Item 1.

Lockport Township Fire Protection District

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



January 6, 2026

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

Dear Mayor Soliman,

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

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

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

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

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

Sincerely,

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

John O'Connor
Fire Chief

Proudly Serving the Communities of Lockport, Crest Hill, Romeoville, New Lenox and the Surrounding Unincorporated Areas

EXHIBIT 2

TIMELINE FOR CORRESPONDENCE BETWEEN LOCKPORT FIRE DISTRICT AND IDOT

Lockport Township Fire Protection District



January 6, 2026

Timeline of Correspondence Between the Lockport Fire District and IDOT

Regarding Road Improvement Requirements for Training Facility Permitting:

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

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

SPESIA & TAYLOR

MEMO

To: Mayor and City Council
 From: Spesia & Taylor
 Date: January 12, 2026
 Re: Community Room Policy

The issue of a formal City policy for use of the Community Room is back on the agenda for further discussion. Please see my email to the City Council on December 14, 2025, for a brief history of the past discussions of the topic along with the current proposed drafts of a license/rental agreement regarding the use of the community room. In addition, that email contained the following list of additional “bullet points” for consideration in finalizing a formal city policy.

Purpose

The Community Room is provided as a public service to support civic, cultural, educational, and nonprofit activities that benefit residents. Municipal business and official government functions take priority.

Eligibility

- Priority Order:
 1. City/Village government meetings and events
 2. Other government agencies
 3. Local nonprofit and civic organizations
 4. Resident-hosted community events
- Private social events may be permitted when space is available; commercial, for-profit, or partisan political activities are prohibited.

Reservation Process

- Reservations must be submitted at least 14 days in advance and no more than 90 days prior to the event.
- Applicant must be 18 years or older and provide proof of residency or organizational status.
- The municipality reserves the right to cancel or reschedule for official business with reasonable notice.

Fees & Deposits

- Nonprofit groups: No rental fee; \$100 refundable damage/cleaning deposit.
- Residents: \$50 rental fee per 4-hour block; \$100 refundable deposit.

- Non-residents: \$75 rental fee per 4-hour block; \$100 refundable deposit.
- Deposits are forfeited for damage, inadequate cleanup, or policy violations.

Hours of Use

- Monday–Friday: 8:00 AM – 8:00 PM
- Saturday: 9:00 AM – 5:00 PM; only with a fee?
- Closed Sundays and municipal holidays.

Rules & Restrictions

- Prohibited: Alcohol, smoking, open flames, cooking, hazardous materials.
- No admission fees, ticket sales, or fundraising unless pre-approved for charitable purposes.
- No partisan political events or campaign activities.
- Room must be returned to original condition; all trash removed.
- Applicant assumes liability for damage and may be required to provide insurance.

Liability & Enforcement

- Users agree to indemnify and hold harmless the municipality.
- Failure to comply may result in loss of deposit and future reservation privileges.

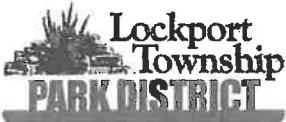
Additional Options

- Include AV equipment use policy (if available).
- Add security requirements for large events.
- Specify maximum occupancy based on fire code.

In addition to those attachments, I have included several other documents, as follows, for the Council's consideration:

- A list of “observations” made by Dave Strahl to Tony Graff in December 2024.
- Lockport Township Park District’s policy regarding the use of the Dellwood Park Community Center.
- White Oak Library District Meeting Room Policy and application form.

Mike Stiff



Dellwood Park Community Center

1811 S. Lawrence Ave, Lockport

Conditions of Use:

Rules/Room Use:

1. The renter named on this contract shall be present during the rental and will be responsible for ordinance violations by their guests. Violations will result in citations and/or removal of the group.
2. Applicants must be residents of Lockport Township to receive resident rates.
3. Renter must be 18 or older to rent Park District facilities.
4. One adult chaperone (over 21 years of age) must be provided for every 25 minors in attendance.
5. All functions conducted in district facilities must be in accordance with district standards and, therefore, not be in violation of any district regulations as set forth in the ordinances providing for the issuance of permits for use of park facilities.
6. Reservations must be done 2 weeks in advance and are done on a first-come, first-serve basis. Less than 2 weeks prior to the reservation date must be approved by the supervisor.
7. Full payment must be received from Lockport Township Park District to secure any rental.
8. Rental activities MUST remain indoors and guests attending event must remain in the designated room.
9. Renter agrees to allow Lockport Township Park District staff or Police Officers to enter the facility without notice during the rental period. If any violation of this Agreement is discovered, staff or officers will terminate the function immediately.
10. Illegal substances, alcohol, smoking, and gambling are strictly prohibited in any facility or on the grounds of public property owned by the Lockport Township Park District. Those persons in violation are subject to arrest.

LTPD Reserves the Right:

11. Lockport Township Park District programs take precedence over any other use of facilities.
12. To relocate or cancel any meeting/event based on unforeseen circumstances.
13. To have other scheduled programs, events and/or rentals in the facility during the scheduled rental. The rental of this room does not include exclusive use of the facility and parking lots.

Set-Up/Clean-Up:

14. Decorations are limited to table decorations. There is no hanging of decorations including Piñatas. No silly string or confetti will be allowed during the rental.
15. Participants are not to arrive earlier than the designated start time listed to decorate, please adjust the requested time to reflect this. We cannot make arrangements for items to be dropped off in advance as these rooms are used for other programs and activities.
16. Table and chair set up is free of charge and specific layouts are listed for the renter to choose from
17. Please notify the Lockport Township Park District staff of any existing damages or stains in reserved spaces prior to the event starting.
18. Please include enough time for clean up within the hourly rental fee. Renter must vacate the rental area by the end of scheduled time slot. Renter will be charged at $\frac{1}{2}$ hour increments for additional time.
19. All kitchen appliances including stove, microwave and refrigerator and items must be cleaned after each use. Counter surfaces and tables should be wiped down and returned in the manner in which they were found.
20. Trash should be gathered and bagged for custodial staff to dispose of unless otherwise noted. Clear tables, remove table cloths and pick up after guests. This includes balloons and all other decorations.
21. Should the facilities be left in such a condition to require additional cleanup or maintenance expenses will be invoiced to the responsible party and can prevent future rentals.

Cancellation/Refund Policy/Changes to the Agreement:

22. Refund or change of date requests must be made in writing at the Administration Office at least 10 days prior to the rental. All refunds or change of date requests will be assessed a \$20 administrative fee.
23. A refund request or change of date request less than 10 days prior to the rental date will be assessed an additional \$20 administrative fee. A refund will be mailed 3 to 5 weeks after the refund request form has been completed.

Permits/Special Approval/Insurance:

24. Certificate of Insurance required naming Lockport Township Park District as additional insured for any contracted entertainment devices such as Inflatable Jumps, Dunk Tanks, D.J. etc. at the discretion of building supervisor.
PATRON MUST HAVE COPY OF CERTIFICATE OF INSURANCE WITH THEM ON DAY OF EVENT OR ENTERTAINMENT DEVICE WILL NOT BE ALLOWED
25. In cases of high attendance, dances, or unusual requests, the building supervisor may assess other rules such as: assigning LTPD Police, a security deposit, insurance policy, etc.
26. For Profit Organizations or rentals where fees are collected, renter will be accessed an additional \$10.00 per hour when renting.
27. No Park Facility can be rented past 10:00 p.m. without prior approval from the Executive Director.

*Should you need further assistance during your rental please contact Dellwood Park Community Center
815-838-1183 EXT. 201, 214, or 211.

Revised May 2023

WHITE OAK LIBRARY DISTRICT Meeting Room Policy

White Oak Library District Meeting Rooms are available to all community groups and organizations whose objectives are cultural, educational or civic in character. Use of District meeting rooms does not necessarily constitute sponsorship or endorsement by the White Oak Library District or the Board of the user (or the user's beliefs). The District will not discriminate in making its premises available for use on the basis of race, national origin, religion, sex, sexual orientation, age, political affiliation or physical limitation.

I. Priorities

Priority will be given as follows: (1) District sponsored programs, (2) Friends of the White Oak Library District, (3) White Oak Library District Foundation, (4) District related programs, (5) White Oak Library District-based groups and organizations, (6) all others.

II. Meeting Room Access

- A. Meeting Rooms are available only during hours that the library is open for general use.
- B. Groups using the meeting rooms must end programs at least 15 minutes prior to the library's closing time.
- C. Non-library sponsored meetings must be open to the public at large and may not be restricted to the membership of the sponsoring organization. This means that any member of the public that sees a meeting taking place may enter and participate.
- D. Groups may not charge admission, require fees or request donations for attendance or participation. Exceptions will be made for special events or programs sponsored by the District, the Friends of the Library and the White Oak Library District Foundation.
- E. Organizations must comply with applicable Americans with Disabilities Act (ADA) requirements when using District meeting room facilities, and are responsible for providing (and if necessary paying for) qualified interpreters or auxiliary aids, upon request, to individuals who require certain accommodations that would enable them to observe and/or participate in the meeting. Any person who will require such an accommodation is requested to notify both the organization and the District administrative office during regular business hours at least seven business days prior to the event.

III. General Rules and Restrictions

- A. Smoking is not permitted.
- B. Food or uncovered beverages are not allowed. Exceptions will be made for special events or programs sponsored by the District, the Friends of the Library and the White Oak Library District Foundation.
- C. The applicant must be present at all times during the stated reservation period.

- D. The District is not responsible for equipment, supplies, materials or personal possessions owned by those sponsoring or attending a meeting or activity.
- E. Rooms must be left in the condition they were found. The organization or person reserving the meeting room is responsible for any and all damages. Meeting room applications must contain necessary credit card information in the event that billing occurs for cleanup or restoration of the meeting space.
- F. The applicant is solely responsible for the behavior, well-being and safety of any and all of their meeting participants.
- G. Adequate adult supervision of minors is required at all times. One adult per 12 minors is required.
- H. Activities and materials must be contained within the room.
- I. Groups using the facilities must conform to all fire and safety regulations, including maintaining open aisle space and abiding by occupancy limits.
- J. District staff will not be made available to change the room arrangement or to provide support services such as carrying equipment or materials into or around library facilities, operating audio-visual equipment, making photocopies, accepting phone calls or taking messages for the sponsoring organization or its participants.
- K. Any telephones located in the meeting rooms are for District staff and emergency use only. Groups and organizations cannot make or accept phone calls in library meeting rooms with District-owned equipment.
- L. For the safety of all in attendance, the applicant is required to read a statement at the opening of each meeting that identifies the available emergency exit routes and cautions against using the elevator during emergency situations. A copy of the statement and an evacuation map are provided with each reservation confirmation.
- M. Whenever any outside group or organization wishes to book a library meeting space, and the Director or their designee determines that the nature of the room use will require hired security to be present to best guarantee the safety of library staff or patrons, the outside group will be required to pay for said security costs via cash or credit card a minimum of 3 business days prior to the event in question. If they wish to pay by check, the payment must be made 7 business days prior to the event. Business days are considered to be Monday – Friday and excludes all recognized bank holidays. Failure to pay for any security deemed necessary by the library Director or their designee will be cause for the room reservation to be cancelled/denied.

IV. Prohibited Uses and Activities

Library meeting rooms cannot be used for the following purposes:

- A. The sale, promotion, endorsement or advertisement, whether directly or indirectly, of a commercial product or service. This includes organizations or businesses that intend to generate future revenue based upon 'free' educational programs promoting products or services offered by the sponsoring party.
- B. Learning institutions, instructors or tutors conducting classes or study sessions that involve a fee for participation and groups or individuals promoting future

- courses or services entailing fees.
- C. Employee recruitment, training or staff meetings.
- D. Gambling activities.
- E. Strictly social functions; defined as an event intended for entertainment through companionship with friends and associates, including, but not limited to, weddings, anniversaries, showers, card parties, birthday parties and social club events.
- F. Benefits for private individuals, organizations and charities.
- G. Legal depositions, proceedings or meetings pertaining to a lawsuit or civil action.
- H. Activities that advocate the election or defeat of a candidate for public office or which advocate affirmative or negative votes concerning any political proposition.

V. Application Process and Reservations

- A. All those who wish to use the meeting rooms must complete the standard application form which will be attached to the policy statement.
- B. The Director will have complete administrative responsibility for approval of applications and scheduling of reservations.
- C. Meetings should be scheduled as far in advance as possible, however, the District reserves the right to restrict the sign-up calendar until District programs and events have been recorded for the relevant period of time.
- D. Bookings for the period of January 1 through April 30 will be accepted beginning, and no sooner than December 1. Bookings for the period of May 1 through August 31 will be accepted beginning, and no sooner than, April 1. Bookings for the period of September 1 through December 31 will be accepted beginning, and no sooner than, August 1.
- E. The Library requires a minimum of two weeks to process an application.
- F. Applications are approved on a first-come, first-served basis within 14 business days of receipt of the completed application.
- G. The applicant must be a member, officer or agent of the sponsoring organization.
- H. Non-residents and organizations not based in White Oak Library District cannot list the address of another party in order to benefit from White Oak Library District residential status.
- I. The District reserves the right to change meeting locations according to its own convenience without prior notice.
- J. The District also reserves the right to determine if a particular request for meeting room use constitutes a monopolization that unfairly restricts use by other organizations. Exceptions may be based upon special circumstances and upon availability of the room.
- K. Applicants must provide two unique contact names and phone numbers that the District can give out to the public for questions and referrals to your organization.
- L. Authorization to use the meeting rooms is not transferable to another organization.
- M. Please notify the District administrative office immediately if a meeting is canceled.
- N. In the event of an emergency closing of the District, all reservations are automatically canceled and any fees paid will be refunded. District staff will

attempt to inform the contact person of the closing. Applicants may also check the District website (www.whiteoaklibrary.org) or call the relevant library branch to receive announcements regarding an unexpected closing.

VI. Meeting Room Fees

- A. Use of the community meeting rooms is free of charge for White Oak Library District residents and White Oak Library District-based groups and organizations.
- B. The District will charge non-residents and organizations not based within the White Oak Library District a non-refundable fee for each date that the meeting rooms are booked. The person(s) signing the application is responsible for payment.
- C. Payment of the non-refundable fee is required for confirmation of the reservation. Checks or money orders should be made payable to: White Oak Library District.
- D. The District welcomes and appreciates monetary donations for the use of the meeting rooms.
- E. Fees are non-negotiable.

VII. Publicity

- A. Individuals and organizations reserving use of District meeting room facilities are responsible for their own publicity.
- B. All advertisements, announcements, press releases, flyers, etc. relating to non-District sponsored meetings must clearly state that the meeting is not sponsored by the White Oak Library District. Copies of the aforementioned material must be sent to the District administrative office for approval at least seven days prior to the meeting.
- C. The location of the relevant library branch should be publicized, but the District's telephone number may not be used for any purpose.
- D. The District is not to be included as a source for further information about the meeting.
- E. The District will not handle attendee registration.
- F. All promotional materials to be posted or distributed at District facilities must be submitted to the District administrative office for approval.

VIII. Non-compliance

The White Oak Library District will discontinue use of the meeting rooms by any group that does not abide by the meeting room policy or which disrupts library operations.

This policy is not all-inclusive; approval of individual meeting situations not described here will be determined by the Director. Waiver of any prohibitions in this policy may be requested by written application directed to the Library Board of Trustees.

Approved by the Board of Trustees on October 22, 2024

Name of Organization:

Address of Organization:

City:

State:

ZIP:

Desired Date (s):

Time of reservation

Start:

End:

Note: Must end 15 minutes prior to closing.

Description of meeting:

Number of people:

Number of chairs:
(max 50-100)

Number of tables:

Primary Contact Information required

Name:

Address:

City:

State:

ZIP:

Email:

Phone:

Secondary Contact Information Required

Name:

Address:

City:

State:

ZIP:

Email:

Phone:

You will be charged for any damage to the room or its contents, or expenses incurred by the District as a result of use.

CREDIT CARD INFORMATION MUST BE PROVIDED BEFORE WE WILL PROCESS YOUR REQUEST.

Credit Card Number:

CVV

Name on Card:

ZIP

I have read the policies governing the use of the meeting rooms, and agree to follow the rules and regulations.

Signature:

Date:

Application for the use of a library room does not guarantee approval.
For more information, please contact the Branch Manager at the respective Branch.

Crest Hill Branch
Evangeline Stephenson
estephenson@whiteoaklib.org

Lockport Branch
Jess Wakefield
jwakefield@whiteoaklib.org

Romeoville Branch
Brandon Swardt
bswardt@whiteoaklib.org

A couple of observations that might be considered to formulate a workable policy are highlighted below.

1. The draft policy has an insurance requirement of a minimum of \$1,000,000 of coverage. It is very unlikely a Homeowner's Association (HOA) would have that level of coverage. A reasonable level of coverage is warranted and there is a need to confirm the city has no liability responsibility for any persons or groups that utilize the community room. If the coverage requirement remains the same there would likely be requests to waive the coverage requirements, which would create additional concerns about inconsistent application of the requirements.
2. The draft regulations do not prohibit political activities or religious activities to occur in the facility. Also, if there is a conflict among requested times or dates, the city has sole discretion to determine which group will be granted the room use. The city will typically give preference to a community-based organization over an organization from outside the community.
3. Policy should include a credit card deposit to cover the cost of cleanup and possible damage. Once the facility is determined to be free of damage a portion of the deposit could be refunded. This cost would cover the expense of staff required to set up, tear down, and clean up after the event. Currently there is no prohibition for events after hours or weekends. If after business hours and weekends are available there will be a need to have city personnel available on an overtime basis to perform the required room management activities, including securing and opening the room.
4. There should be a set of configurations available for the renter to designate to minimize any furniture movement by the visitors to the room. This configuration selection will be included as part of the room rental request. Since there will be additional expense for staff to be present for weekends, should there be an additional fee for weekend use?
5. Suggest a provision that if minors are to be present there must always be sufficient adult supervision present.
6. Any audio/visual equipment will be the responsibility of the renter to provide and ensure compatibility. The city will not have staff or equipment available for use or rental use.
7. There should also be a provision that if any food is brought into the facility any responsibility to maintain proper temperature for consumption will be the renter's responsibility. Furthermore, the renter shall be responsible for providing all electrical cords for such devices. All food must be removed upon the conclusion of the event. All trash must be consolidated into available trash cans, and nothing shall be left for individual disposal outside of provided trash cans.

There may be a need to clarify what the city council's intention is regarding the room use and determining the best options to accommodate those intentions without incurring additional cost to the city.



Agenda Memo

Crest Hill, IL

Meeting Date:	January 12, 2026
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	SWARM Presentation

Summary: Mr. Michael Alesia will provide a brief presentation and answer City Council questions on the Southwest Agency for Risk Management (SWARM) that the City is a founding member.

A brief presentation will be shown on the City's screen during the meeting.

Recommended Council Action: No action requested.

Financial Impact:

Funding Source: No

Budgeted Amount: No

Cost: No



Agenda Memo

Crest Hill, IL

Meeting Date:	January 12, 2026
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	FY 2026 Budget Status & General Budget Presentation

Summary: Finance Director Glenn Gehrke and I will provide a brief overview of the status of our current budget. We will also touch on the overall financial buckets, where the City's funds are located.

A brief presentation will be shown on the City's screen during the meeting.

Recommended Council Action: No action requested.

Financial Impact:

Funding Source: No

Budgeted Amount: No

Cost: No



Agenda Memo

Crest Hill, IL

Meeting Date:	January 12, 2026
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Fiber Agreement Discussion with Metronet and Ripple

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

Both Metronet and Ripple will have representatives at Monday night's meeting.

Recommended Council Action: To review the draft agreements, ask questions, and direct the City Attorney to finalize the agreements with Metronet and Ripple for Council's consideration on January 19th.

Financial Impact:

Funding Source: No

Budgeted Amount: No

Cost: No

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

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

STATEMENT OF INTENT

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

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

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

SECTION 1: Definition of Terms.

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

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

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

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

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

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

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

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

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

SECTION 2: Grant of Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.1. Construction Completion Security. Prior to commencing any construction project(s) within the corporate boundaries of the City, Grantee shall provide the City with financial surety to secure the completion of each such project(s) and all associated restoration work in full compliance with Section 12.04.020 of the City's code of ordinances, as amended from time to time.

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

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

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

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

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

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

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

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

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

3.10. Restoration. Subject to appropriate weather conditions, within thirty (30) calendar days after completing placement or repairs to Grantee's fiber optic cable, facilities and equipment, Grantee, at its sole cost and expense, shall restore the Public Way and any other affected property, improvements, or facilities to a condition reasonably equivalent to that which existed prior to commencing the placement or repairs.

3.10.1. Restoration Bond. Grantee or its contractor shall, prior to beginning any construction, provide a restoration bond in the form of surety bond, in a form and on conditions acceptable to the City; a certified or cashier's check made payable to the City of Crest Hill; or Cash in an amount reasonably determined by the Public Works Director, or his or her designee, as necessary to complete full and adequate restoration of the City Public Way, but not to exceed 10% of the amount of the work. Such surety or fund shall be released or refunded without interest upon the one year anniversary of the satisfactory restoration or repair of all affected areas as accepted by the Public Works Director.

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

3.12. Environmental. Grantee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the Public Way in any manner without prior written approval of the City. Grantee shall take all reasonable steps to ensure that Grantee will not release any regulated material in violation of any Federal or State environmental law on, in, around, or under the Public Ways or any other public or private property. In the event that Grantee causes or contributes to any such release, Grantee, at its sole cost and expense, shall remediate, remove, clean up or abate the release in accordance with all applicable Federal and State laws and any applicable directives of the appropriate oversight agency. In the event of a release of a regulated material in violation of a Federal or State law on, in, around, or under the Public Ways or any other public or private property by the Grantee or any person acting on behalf of Grantee, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 7.2 shall apply.

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

SECTION 4: Service Obligations.

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

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

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

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

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

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

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

SECTION 5: Oversight and Regulation by City.

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

5.2. FOIA Processes. In executing this Agreement, Grantee acknowledges and understands that the City is a municipal corporation that is a “Public Body” subject to the requirements of the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*). The Grantee further acknowledges, understands, and agrees that FOIA may operate to require the City to disclose designated confidential and proprietary information to a third party making a request under FOIA. In the event that the City receives any FOIA request for designated confidential and proprietary information, the City shall notify the Grantee of said request, in writing, as soon as practicable. Upon receipt of such notice, the Grantee shall have forty-eight (48) hours to either (i) agree to the City’s disclosure of the requested information or (ii) demand in writing that the City redact or withhold said information pursuant to this Agreement, provided that any such demand must have a reasonable basis in existing law (including but not limited to the exemptions set forth in FOIA). In the event that the Grantee agrees to the City’s disclosure of records containing any designated confidential and proprietary information, or if the Grantee fails to respond to the City within the forty-eight (48) hour period set out above, the Grantee hereby releases, waives, and holds harmless the City from any and all injuries, claims of damage, or other liabilities as may be incurred by the Grantee as a result of such disclosure. In the event that the Grantee demands, in writing, that the City redact or withhold any designated confidential and proprietary information, the Grantee hereby agrees to defend and indemnify the City from and against any and all claims, damages, liabilities, injunctions, fees, fines, penalties, or any other costs, however described, as may be incurred by or assessed against said City because of the redactions to or withholding of records demanded by the Grantee. The City shall cooperate with Grantee in asserting applicable FOIA exemptions and shall not disclose such information until Grantee has had a reasonable opportunity to seek protective treatment under law. Further, in the event that the City redacts or withholds any designated confidential and proprietary information after a written demand made by the Grantee pursuant to this Section and such redaction or withholding results in any appeal, review, claim, or other litigation before any judicial or administrative body of competent jurisdiction (specifically including, but not limited to, the Public Access Counsellor in the Office of the Illinois Attorney General), the Grantee agrees to reimburse the City for all actual, reasonable and documented costs and expenses, including but not limited to any and all reasonable attorneys’ fees, incurred by City in defense of such appeal, review, claim, or other litigation. Production of any document, record, or information under FOIA pursuant to a court order or as directed by the Illinois Attorney General does not constitute a violation of the City’s obligations under this Section 5.

5.3 Mandatory Legal Process. In the event that the City receives any subpoena, order, or other mandatory legal process that directs or requests the disclosure of any designated confidential and proprietary information, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request if requested by Grantee, but at no cost or expense to the City. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. The City shall not disclose such information until the Grantee has had a reasonable opportunity to seek protective treatment under applicable law, unless otherwise required by an immediate court order. Compliance by the City with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Assignment of Agreement.

6.1. The Grantee may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.2. The Grantee, and any proposed assignee for which City consent is required under this Section 6, shall submit a written application to the City containing or accompanied by such information as is reasonably required by the City. If the City should fail to reply to Grantee's notice of assignment and request for consent within sixty (60) days, the City's consent shall be deemed granted. No consent shall be required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Agreement in order to secure indebtedness, (2) a transfer to an affiliate of Grantee that controls Grantee, is directly or indirectly owned or controlled by Grantee, or is commonly controlled with Grantee, or (3) a transfer of control to any person or entity which acquires, directly or indirectly, substantially all of the assets of, or a controlling ownership interest in, Grantee as a going concern.

SECTION 7: Insurance, Indemnity, and Limitation of Liability

7.1. **Insurance.** Throughout the term of this Agreement, the Grantee shall, at its own cost and expense, maintain all insurance coverages required by Chapter 12.04 (Excavations) of the City's code of ordinances, as amended from time to time. All required insurance policies shall name the City and its officers, boards, commissions, councils, elected officials, agents, and employees as additional insureds; shall provide the City and its officers, boards, commissions, councils, elected officials, agents, and employees with primary and non-contributory coverage with no requirement of exhaustion; and shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall also provide workers' compensation coverage in accordance with applicable law and shall defend, indemnify, and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Agreement. Grantee shall provide the City with certificates of insurance demonstrating full compliance with this Section prior to commencing any construction activities within the City, and shall provide new or updated certificates upon demand.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, operating or maintaining its Fiber Optic Network within the City, except to the extent caused by the gross negligence or willful misconduct of the Indemnitees. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events, which may occur during or after the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. Unless otherwise agreed to between the Parties in writing, the City shall have the right to be defended by its own counsel, selected by the City, but Grantee shall directly pay all associated attorney's fees and costs. The indemnification provided for herein shall survive the expiration or

earlier termination of this Agreement so long as the Grantee continues to operate a Fiber Optic Network within the corporate boundaries of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from gross negligence or willful misconduct or any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

7.3. Limitation of Liability. In connection with the subject matter of this Agreement, neither Party shall be liable to the other Party for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. This limitation shall survive the expiration or earlier termination of this Agreement.

SECTION 8: Breach of Agreement; Default.

8.1. Notice of Violation or Default. Upon a failure by Grantee to comply with any material term of this Agreement, the City shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default and demand that Grantee promptly remedy or cure such default.

8.2. Right to Cure; Termination. If such default is not cured within sixty (60) days after the receipt of such notice, the City shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, in addition to any other remedies available to it by law or in equity, to terminate this Agreement by giving written notice of the same. In the event that it is impractical to cure the default in such timeframe, Grantee shall request an extension of the cure period in a writing that sets out the reason for the request, Grantee's plan to cure the default, and any other aggravating or mitigating circumstances. Upon receipt of such a written request by the City, the Parties will work in good faith to establish a reasonable cure period, but in the absence of an agreement, the City's determination shall be final. This Agreement will immediately terminate if Grantee's approval, authorization, certification or license to provide BIAS or a Fiber Optic Network has been terminated or revoked by a final order that is no longer subject to appeal.

8.3. Specific Performance. Nothing in this Agreement shall preclude the Parties from seeking immediate equitable and/or injunctive relief from a court of proper jurisdiction with regard to any breach of this Agreement, including, but not limited to, specific performance, a temporary restraining order, or an injunction related to the purposes of this Agreement.

SECTION 9: Miscellaneous Provisions.

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating to

noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snowstorm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Fiber Optic Network, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's fiber or equipment is attached, delays caused by governmental permitting authorities, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) by overnight courier, or (iii) by delivering the same in person to such Party, addressed as follows:

To the City:

City of Crest Hill
20600 City Center Boulevard
Crest Hill, Illinois 60403
Attn: City Administrator

With copy to:

Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435
Attn: Michael R. Stiff
Email: mstiff@spesia-taylor.com

To the Grantee:

Metro Fibernet, LLC
3701 Communications Way
Evansville, IN 47715
Attn: Sr. Vice President Construction

With copy to:

Metro Fibernet, LLC
11880 College Boulevard, Ste. 100
Overland Park, KS 66210
Attn: Legal

Any notice sent in conformance with this Section shall be deemed delivered: (i) if mailed on the fifth (5th) business day following deposit in the United States mail, (ii) if sent by overnight courier on the next business day following transmission, or (iii) if by personal delivery then on the date physically delivered in person.

9.3. Entire Agreement. This Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If

any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either Party may notify the other in writing that the Agreement has been materially altered by the change and of the election to begin negotiations to amend the Agreement in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the Parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5 Governing Law; Exclusive Jurisdiction and Venue. The Parties agree that this Agreement shall be construed under the laws of the State of Illinois without the application of any conflicts of laws principals. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion *forum non conveniens*, as well as their right to remove any such action to any federal court. Notwithstanding the foregoing, Grantee may initiate or remove an action to federal court if the action involves a substantial federal question, including but not limited to claims arising under federal telecommunications law or regulations. In the event of any litigation related to this Agreement, other than a lawsuit by the City to enforce Grantee's indemnity obligations hereunder, the Parties shall each be responsible for its own attorneys' fees and costs of suit.

9.6. Modification. Except as otherwise specifically provided herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

9.7. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

9.8. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under State or Federal law unless such waiver is expressly stated herein. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

9.9. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.10. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Agreement in the name of the Grantee.

9.11. Counterparts. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission (or other form of electronic communication, such as .pdf) of a counterpart hereto shall constitute an original hereof.

9.12. No Joint Venture or Partnership. This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the Parties.

(signatures of the Parties appear on the following page)

DRAFT

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the Effective Date.

City of Crest Hill,
an Illinois municipal corporation

By: Raymond R. Soliman

Its: Mayor

ATTEST:

City Clerk

(seal)

STATE OF ILLINOIS)
) §§
COUNTY OF WILL)

ACKNOWLEDGEMENT

I, _____, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person Raymond R. Soliman, Mayor of the City of Crest Hill and personally known to me to be the person that affixed his signature upon the foregoing instrument, and stated and affirmed that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed and as the free and voluntary act of the City of Crest Hill, all for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

My Commission Expires:

_____, 20__.

Notary Public

Metro Fibernet, LLC
a Nevada limited liability company

By: _____

Its: _____

DRAFT

Exhibit A

Access Area

Exhibit B

City Locations

**RIGHT OF WAY USE AGREEMENT
FOR FIBER OPTIC NETWORK
BY AND BETWEEN
THE
CITY OF CREST HILL
AND
[FIBER COMPANY]**

This Right of Way Use Agreement (hereinafter, the “Agreement”) is made between the City of Crest Hill, an Illinois municipal corporation (including the lawful successor, transferee, designee, or assignee thereof, hereinafter, the “City”) and [FIBER COMPANY], [a/an] [STATE] [ENTITY] (including its operational affiliates, hereinafter, “Grantee”), this ____ day of _____ 20____ (the “Effective Date”). City and Grantee are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

STATEMENT OF INTENT

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

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

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

SECTION 1: Definition of Terms.

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

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

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

time, to be functionally equivalent. Not notwithstanding in this Agreement to the contrary, nothing will preclude Grantee from providing fiber-based services to the City of Crest Hill or any businesses located within the Access Area.

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

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

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

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

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

SECTION 2: Grant of Authority.

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

2.2. **Fees.** So long as Grantee is and remains a “Telecommunications Retailer”, as that term is defined and used under the Telecommunications Municipal Infrastructure Maintenance Fee Act (“TIMFA”) (35 ILCS 635/10), Grantee shall not be required to pay any additional fees to the City under this Agreement, including any site specific permits for the installation of facilities. Grantee shall be required, however, to timely pay all taxes imposed under the Simplified Municipal

Telecommunications Tax Act (35 ILCS 636/5) to the State of Illinois and failure to do so shall constitute a material breach of this Agreement.

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

2.2.2 License and Permit Fees. In the event that Grantee ceases to be a Telecommunications Retailer during the Term of this Agreement, Grantee shall immediately notify the City and shall thereafter pay (a) an annual “License Fee” to the City equal to (i) a base fee of five thousand and 00/100 dollars (\$5,000.00) plus (ii) one and 50/100 dollars (\$1.50) per lineal foot of fiber optic cable installed within the access area and (b) all other permit and application fees normally assessed by the City pursuant to its code of ordinances. The License Fee shall increase by five percent (5%) on each anniversary of the Effective Date during the Term of this Agreement.

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

2.3. Application and Permit. That as part of this Grant of Authority, Grantee and its contractors and/or installers must complete the City’s Application or process for High-Speed Fiber Optic Cable Utility Installations and receive approval of a permit to locate, construct, operate, and maintain on the location indicated in the Application. The City agrees to expedite any such application requests. Upon issuance of the Permit, Grantee agrees to abide by all the conditions and restrictions listed on the Permit and said conditions and restrictions are incorporated herein and made a part hereof, and Grantee will ensure any and all contractors and/or installers abide by the conditions and restrictions of the permit. Notwithstanding anything in this Agreement to the contrary, Grantee shall at all time fully comply with all applicable ordinances, standards, and policies of the City, including without limitation all requirements of Title 12 (Streets and Sidewalks), as amended from time to time.

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

2.3.2. Costs. For the avoidance of doubt, all costs and expenses associated in any way with the Grantee’s exercise of its rights and licenses under this Agreement are and shall be undertaken solely at Grantee’s sole cost and expense. If the City undertakes any action or incurs any cost whatsoever in support of Grantee’s construction, installation, maintenance, and operation of the Fiber Optic Network contemplated hereby, including without limitation legal, engineering, and other professional fees, Grantee agrees to fully reimburse the City for the same on demand.

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

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

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

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

2.8. Safety. Grantee is and shall be solely and exclusively responsible for the safety of its employees, agents, contractors, and the general public during any and all construction, installation, excavation, maintenance, and operation of the contemplated Fiber Optic Network, and all associated facilities and systems, within the Public Ways as authorized by this Agreement. Grantee or other persons acting on its behalf, at its own expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of any work in or affecting the Public Ways or other property.

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

2.10. Title and Condition of the Public Ways. It is understood and agreed that the City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the Public Ways; the condition of any underground duct or conduit; other existing utilities, facilities, or installations in the Public Ways; any other improvements or soils located in the Public Ways; or the suitability of the Public Ways for Grantee’s intended use. **ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND**

HABITABILITY ARE HEREBY EXPRESSLY DISCLAIMED. Grantee assumes all risks associated with the placement, operation, maintenance, and removal of its facilities within the Public Ways. Grantee accepts and utilizes the Public Ways, if at all, on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis, including any existing environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any claims concerning the title, boundaries, or condition of the Public Ways.

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

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

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

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

3.3. Construction. All plans and specifications for construction and installation of the Fiber Optic Network shall be submitted and approved by the Public Works Director or his designee at least forty (40) days prior to the commencement of any construction or installation. Grantee understands and agrees all work done hereunder will be performed in a good and workman-like manner and all of the cost and expenses of the installation and construction will be paid for by Grantee. If any damage or harm is done to the Public Way, any municipal facilities in the Public Way, any other public or private utility or other improvements located in or adjacent to the Public Way, or any other public or private property located in or adjacent to the Public Way during the

construction and installation of the network (including without limitation private landscaping, hardscaping, sprinkler systems, mailboxes, and other similar improvements), the Grantee will be responsible for the costs and expenses to return the Public Way and any such improvements or property to the condition it was in prior to the commencement of the construction.

3.3.1. Construction Completion Security. Prior to commencing any construction project(s) within the corporate boundaries of the City, Grantee shall provide the City with financial surety to secure the completion of each such project(s) and all associated restoration work in full compliance with Section 12.04.020 of the City's code of ordinances, as amended from time to time.

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

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

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

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

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

3.7.2. Upon receipt of such notification by City to Grantee that the facilities will need to be relocated, the Parties will, within thirty (30) days, mutually agree upon the length of time it will take for Grantee to accommodate such request, which will not exceed 180 days except upon good cause shown in writing, and upon and in accordance with the terms of such agreement, Grantee shall proceed with such relocation. City agrees that it shall use reasonable efforts to assist Grantee with any relocation required under this Section 3.7.

3.8. Non-Interference. The City shall not physically interfere with or cause harmful interference to the Fiber Optics Network installed by Grantee pursuant to this Agreement, except to the extent necessary to preserve life, safety, health and welfare, or otherwise to protect and preserve any property, facilities, or improvements of the City. The Parties shall coordinate with each other on any maintenance of the Public Way and the Fiber Optic Network so as not to obstruct

or impede each other's performance of such maintenance. Grantee shall provide the City with a telephone number and email address for a primary point of contact that the City can contact to request Grantee's coordination pursuant to this Section. The primary point of contact must be available 24/7 to respond to emergency situations that may arise.

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

3.10. Restoration. Subject to appropriate weather conditions, within thirty (30) calendar days after completing placement or repairs to Grantee's fiber optic cable, facilities and equipment, Grantee, at its sole cost and expense, shall restore the Public Way and any other affected property, improvements, or facilities to a condition reasonably equivalent to that which existed prior to commencing the placement or repairs.

3.10.1. Restoration Bond. Grantee or its contractor shall, prior to beginning any construction, provide a restoration bond in the form of surety bond, in a form and on conditions acceptable to the City; a certified or cashier's check made payable to the City of Crest Hill; or Cash in an amount reasonably determined by the Public Works Director, or his or her designee, as necessary to complete full and adequate restoration of the City Public Way, but not to exceed 10% of the amount of the work. Such surety or fund shall be released or refunded without interest upon the one-year anniversary of the satisfactory restoration or repair of all affected areas as accepted by the Public Works Director.

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

3.12. Environmental. Grantee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the Public Way in any manner without prior written approval of the City. Grantee shall take all reasonable steps to ensure that Grantee will not release any regulated material in violation of any Federal or State environmental law on, in, around, or under the Public Ways or any other public or private property. In the event that Grantee causes or contributes to any such release, Grantee, at its sole cost and expense, shall remediate, remove, clean up or abate the release in accordance with all applicable Federal and State laws and any applicable directives of the appropriate oversight agency. In the event of a

release of a regulated material in violation of a Federal or State law on, in, around, or under the Public Ways or any other public or private property by the Grantee or any person acting on behalf of Grantee, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 7.2 shall apply.

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

SECTION 4: Service Obligations.

4.1. Service Obligations. Grantee shall design the Fiber Optic Network to provide BIAS to Subscribers upon their request throughout the Access Area. The Grantee shall continue to make BIAS available in the Access Area in line with the Grantee's regular business practices throughout the term of this Agreement, and Grantee may extend its Fiber Optic Network and provide service consistent with the provisions of this Agreement.

4.2. General Service Obligation. The Grantee may make BIAS available beyond the initial Access Area to every residential dwelling unit within the Access Area where the minimum density is at least fifty (50) dwelling units per linear mile of the Fiber Optic Network as measured from the Fiber Optic System's closest commercially reasonable and technically feasible connection point ("Access Point"). Subject to this density requirement, Grantee may offer BIAS to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the nearest Access Point along the Fiber Optic Network (hereinafter, a "Standard Installation").

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

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

4.4. Annexations and New/Planned Developments. In cases of annexation to the Access Area, the City shall provide the Grantee written notice of such annexation meeting the density standards of Section 4.2. In cases of new construction, planned developments or property development where undergrounding or extension of the Fiber Optic Network is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property

development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Agreement.

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

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

4.7. **City Locations.** The Grantee agrees to provide fiber internet service for use by the City of Crest Hill at no cost to the City at the locations set out on Exhibit B, attached hereto and fully incorporated herein, provided that attachment to such locations is commercially feasible and otherwise along the path of Grantee's Fiber Optic Network.

SECTION 5: Oversight and Regulation by City.

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

5.2. **FOIA Processes.** In executing this Agreement, Grantee acknowledges and understands that the City is a municipal corporation that is a "Public Body" subject to the requirements of the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*). The Grantee further acknowledges, understands, and agrees that FOIA may operate to require the City to disclose designated confidential and proprietary information to a third party making a request under FOIA. In the event that the City receives any FOIA request for designated confidential and proprietary information, the City shall notify the Grantee of said request, in writing, as soon as practicable. Upon receipt of such notice, the Grantee shall have forty-eight (48) hours to either (i) agree to the

City's disclosure of the requested information or (ii) demand in writing that the City redact or withhold said information pursuant to this Agreement, provided that any such demand must have a reasonable basis in existing law (including but not limited to the exemptions set forth in FOIA). In the event that the Grantee agrees to the City's disclosure of records containing any designated confidential and proprietary information, or if the Grantee fails to respond to the City within the forty-eight (48) hour period set out above, the Grantee hereby releases, waives, and holds harmless the City from any and all injuries, claims of damage, or other liabilities as may be incurred by the Grantee as a result of such disclosure. In the event that the Grantee demands, in writing, that the City redact or withhold any designated confidential and proprietary information, the Grantee hereby agrees to defend and indemnify the City from and against any and all claims, damages, liabilities, injunctions, fees, fines, penalties, or any other costs, however described, as may be incurred by or assessed against said City because of the redactions to or withholding of records demanded by the Grantee. Further, in the event that the City redacts or withholds any designated confidential and proprietary information after a written demand made by the Grantee pursuant to this Section and such redaction or withholding results in any appeal, review, claim, or other litigation before any judicial or administrative body of competent jurisdiction (specifically including, but not limited to, the Public Access Counsellor in the Office of the Illinois Attorney General), the Grantee agrees to reimburse the City for all costs and expenses, including but not limited to any and all reasonable attorneys' fees, incurred by City in defense of such appeal, review, claim, or other litigation. Production of any document, record, or information under FOIA pursuant to a court order or as directed by the Illinois Attorney General does not constitute a violation of the City's obligations under this Section 5.

5.3 Mandatory Legal Process. In the event that the City receives any subpoena, order, or other mandatory legal process that directs or requests the disclosure of any designated confidential and proprietary information, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request if requested by Grantee, but at no cost or expense to the City. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Assignment of Agreement.

6.1. The Grantee may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.2. The Grantee, and any proposed assignee for which City consent is required under this Section 6, shall submit a written application to the City containing or accompanied by such information as is reasonably required by the City. If the City should fail to reply to Grantee's notice of assignment and request for consent within sixty (60) days, the City's consent shall be deemed granted. No consent shall be required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Agreement in order to secure indebtedness, (2) a transfer to an affiliate of Grantee that controls Grantee, is directly or indirectly owned or controlled by Grantee, or is commonly controlled with Grantee, or (3) a transfer of

control to any person or entity which acquires, directly or indirectly, substantially all of the assets of, or a controlling ownership interest in, Grantee as a going concern.

SECTION 7: Insurance, Indemnity, and Limitation of Liability

7.1. **Insurance.** Throughout the term of this Agreement, the Grantee shall, at its own cost and expense, maintain all insurance coverages required by Chapter 12.04 (Excavations) of the City's code of ordinances, as amended from time to time. All required insurance policies shall name the City and its officers, boards, commissions, councils, elected officials, agents, and employees as additional insureds; shall provide the City and its officers, boards, commissions, councils, elected officials, agents, and employees with primary and non-contributory coverage with no requirement of exhaustion; and shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall also provide workers' compensation coverage in accordance with applicable law and shall defend, indemnify, and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Agreement. Grantee shall provide the City with certificates of insurance demonstrating full compliance with this Section prior to commencing any construction activities within the City, and shall provide new or updated certificates upon demand .

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, operating or maintaining its Fiber Optic Network within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events, which may occur during or after the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. Unless otherwise agreed to between the Parties in writing, the City shall have the right to be defended by its own counsel, selected by the City, but Grantee shall directly pay all associated attorney's fees and costs. The indemnification provided for herein shall survive the expiration or earlier termination of this Agreement so long as the Grantee continues to operate a Fiber Optic Network within the corporate boundaries of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from gross negligence or willful misconduct or any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

7.3. **Limitation of Liability.** In connection with the subject matter of this Agreement, neither Party shall be liable to the other Party for consequential, indirect, or punitive damages

(including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. This limitation shall survive the expiration or earlier termination of this Agreement.

SECTION 8: Breach of Agreement; Default.

8.1. **Notice of Violation or Default.** Upon a failure by Grantee to comply with any material term of this Agreement, the City shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default and demand that Grantee promptly remedy or cure such default.

8.2. **Right to Cure; Termination.** If such default is not cured within sixty (60) days after the receipt of such notice, the City shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, in addition to any other remedies available to it by law or in equity, to terminate this Agreement by giving written notice of the same. In the event that it is impractical to cure the default in such timeframe, Grantee shall request an extension of the cure period in a writing that sets out the reason for the request, Grantee's plan to cure the default, and any other aggravating or mitigating circumstances. Upon receipt of such a written request by the City, the Parties will work in good faith to establish a reasonable cure period, but in the absence of an agreement, the City's determination shall be final. This Agreement will immediately terminate if Grantee's approval, authorization, certification or license to provide BIAS or a Fiber Optic Network has been terminated or revoked by a final order that is no longer subject to appeal.

8.3. **Specific Performance.** Nothing in this Agreement shall preclude the Parties from seeking immediate equitable and/or injunctive relief from a court of proper jurisdiction with regard to any breach of this Agreement, including, but not limited to, specific performance, a temporary restraining order, or an injunction related to the purposes of this Agreement.

SECTION 9: Miscellaneous Provisions.

9.1. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snowstorm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Fiber Optic Network, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's fiber or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. **Notice.** All notices or other communications required or permitted under this Agreement shall be in writing and may be given by (i) depositing the same in the United States

mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) by overnight courier, or (iii) by delivering the same in person to such Party, addressed as follows:

To the City:

City of Crest Hill
20600 City Center Boulevard
Crest Hill, Illinois 60403
Attn: City Administrator

To the Grantee:

[FIBER COMPANY]
[ADDRESS]

With copy to:

Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435
Attn: Michael R. Stiff
Email: mstiff@spesia-taylor.com

With copy to:

[LEGAL REPRESENTATIVE]
[ADDRESS]

Any notice sent in conformance with this Section shall be deemed delivered: (i) if mailed on the fifth (5th) business day following deposit in the United States mail, (ii) if sent by overnight courier on the next business day following transmission, or (iii) if by personal delivery then on the date physically delivered in person.

9.3. Entire Agreement. This Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either Party may notify the other in writing that the Agreement has been materially altered by the change and of the election to begin negotiations to amend the Agreement in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the Parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5 Governing Law; Exclusive Jurisdiction and Venue. The Parties agree that this Agreement shall be construed under the laws of the State of Illinois without the application of any conflicts of laws principals. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois, over any

suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion *forum non conveniens*, as well as their right to remove any such action to any federal court. In the event of any litigation related to this Agreement, other than a lawsuit by the City to enforce Grantee's indemnity obligations hereunder, the Parties shall each be responsible for its own attorneys' fees and costs of suit.

9.6. Modification. Except as otherwise specifically provided herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

9.7. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

9.8. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under State or Federal law unless such waiver is expressly stated herein. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

9.9. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.10. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Agreement in the name of the Grantee.

9.11. Counterparts. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission (or other form of electronic communication, such as .pdf) of a counterpart hereto shall constitute an original hereof.

9.12. No Joint Venture or Partnership. This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the Parties.

(signatures of the Parties appear on the following page)

DRAFT

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the Effective Date.

City of Crest Hill,
an Illinois municipal corporation

By: Raymond R. Soliman

Its: Mayor

ATTEST:

City Clerk

(*seal*)

STATE OF ILLINOIS)
) §§
COUNTY OF WILL)

ACKNOWLEDGEMENT

I, _____, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person Raymond R. Soliman, Mayor of the City of Crest Hill and personally known to me to be the person that affixed his signature upon the foregoing instrument, and stated and affirmed that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed and as the free and voluntary act of the City of Crest Hill, all for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

My Commission Expires:

_____, 20__.

Notary Public

[FIBER COMPANY],
[a/an] [STATE] [ENTITY]

By: _____

Its: _____

STATE OF ILLINOIS)
) §§
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person _____ (name), _____ (title) of [FIBER COMPANY] and personally known to me to be the person that affixed his/her signature upon the foregoing instrument, and stated and affirmed that he/she signed and delivered the above and foregoing instrument as his/her free and voluntary act and deed and as the free and voluntary act of [FIBER COMPANY], all for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

My Commission Expires:

_____, 20__.

Notary Public

Exhibit A

Access Area

Exhibit B

City Locations



Agenda Memo

Crest Hill, IL

Meeting Date:	January 12, 2026
Submitter:	Glenn Gehrke
Department:	City Administrator
Agenda Item:	Credit Card & Purchasing Policy Update Discussion

Summary: The Staff is recommending updating the credit card and purchasing policies. As the list of authorized credit card users will be subject to change, a list of authorized users will be maintained by the Finance Department. Please note that per the credit card policy authorized users are approved by the City Administrator in conjunction with the City Council.

The initial proposed list of authorized users are:

\$20,000	Blaine Wing, City Administrator
\$10,000	Glenn Gehrke, Finance Director
\$5,000	Ed Clark, Police Chief
	Daniel Ritter, Community Development Director
	Gary Richardson, Public Works Director
\$2,500	Ryan Dobczyk, Deputy Chief
	David Reavis, Deputy Chief
	Karen Kozerka, Deputy Clerk
\$1,000	Regina Cabay, Utility Billing Supervisor
	Marybel DeHaro, Administrative Assistant
	Kim Linden, Administrative Assistant
	Zoe Gates, Administrative Clerk

Recommended Council Action:

Discuss proposed policies.

Financial Impact:

Funding Source: \$0.00

Budgeted Amount: \$0.00

Cost: \$0.00

Attachments:

Purchasing Policy – Proposed 2026.01.12 work session.docx

Credit Card Policy – Proposed 2026.01.12 work session.docx

Acknowledgement of Corporate Credit Card – Exhibit B.docx

Purchasing Policy



Objective

To establish a standard procedure to be followed by all departments in procuring goods and services and to facilitate purchases with vendors who will offer quantity and cash discounts and obtain quality goods at the lowest possible prices.

Prompt Payment Act

The City of Crest Hill is subject to the State of Illinois's Prompt Payment Act, and as such, invoices must be paid in a timely manner. It is the responsibility of the Purchasing party to ensure that invoices are presented in a timely manner for payment with the proper authorization.

Purchasing Authority

The City Council through the Budget Approval Process sets the authority to purchase all goods and services in any fiscal year. The City Administrator shall serve as the head Purchasing Agent for the City of Crest Hill, and as such, serve as the main administrator of the City's Purchasing Policy. The Finance Director shall serve as the processing agents for purchase transactions.

At any time, the City Council may waive any and all purchasing requirements, particularly in any cases where the City is soliciting unique professional services or expertise, purchasing used equipment or in cases where vendors have exclusive marketing rights. The City may waive the competitive bidding process when pricing is available that insures the lowest price, i.e. State Bid, GSA Pricing, or Private businesses offering government pricing on the item to be purchased.

Appendix A details the purchasing authority and authorization requirements for purchases for the City of Crest Hill.

Equal Opportunity/Non-Discrimination Policy

It is the policy of the City of Crest Hill that all potential suppliers shall have an equal opportunity to submit bids or quotations and to compete on an equal basis for the City business.

All purchase orders and contracts to which the City of Crest Hill is party, shall contain a non-discrimination in employment clause which provides:

"The vendor agrees that in performing under this purchase order with the contracting municipality, he shall not discriminate against any worker, employee or applicant, or any member of the public because of race, religion, color, national origin or sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from clause will be incorporated in all contracts entered into with suppliers of materials or services who may perform any such labor or services in connection with this contract."

Purchasing Policy



Even if such clause is not included, the above clause shall be construed to be incorporated as a part of such purchase orders and contracts.

Shipping and Freight Policy

All bid prices and price quotations shall be FOB City of Crest Hill with delivery to a point or points within the City.

It is the policy of the City to avoid paying freight charges whenever possible. When taking informal quotations, applicable freight charges should be included. Any charges to be paid by the City will be regarded as part of the price quotation when selecting the successful bidder. Unless otherwise stated in the "notice of call for bids", all formal bid proposals shall include freight and delivery charges, if any.

Selection of Vendors

Whenever practical, the City will strive to select the lowest qualified quote or bid in the selection of goods and services. If City staff deems that a quote or bid does not meet the quality, dependability, or uniformity standards required, they may petition the City Administrator for an exception to price based selections.

Vendor Discounts

It is the policy of the City to take advantage of all available vendor discounts. The following points should be kept in mind:

- Cash Discounts are offered for prompt payment, usually within ten days of the date of the invoice. Purchasing parties can aid the City by ensuring that the invoice and purchase order (if required) are authorized and forwarded to the Finance Department the same day that materials are delivered.
- Trade Discounts are sometimes offered to municipalities for the purpose of attracting their business. In most cases, the City will not be offered a trade discount unless the purchaser asks if one is available. Therefore, it is essential that purchasing parties, when taking informal price quotations, ask if trade discounts are available.

Cooperative Purchasing

Cooperative purchasing between the City of Crest Hill and the State of Illinois or between the City and other local governments can result in significant savings on the purchase price of many items. It is the policy of the City to enter into cooperative purchasing agreements when:

- Substantial savings will result
- Quality, availability or service will not be sacrificed
- The City will be separately billed for its purchases



Purchasing Policy

- Ordered items will be delivered directly to the City (unless otherwise agreed upon).

The Head Purchasing Agent shall have the authority to analyze the feasibility of cooperative purchasing arrangements. The City Council encourages cooperative purchasing but maintains the right to reject any or all such agreements.

Receiving and Inspection

Purchasing parties (or their designates) are responsible for receiving and inspecting all deliveries that they initiated to ensure that items received conform to the specifications and quantities set forth in the purchase order. All deliveries should be thoroughly inspected to ensure that materials are received in satisfactory condition, and the invoiced price is compared to that on the purchase order. Only after all items on a purchase order have been delivered in an acceptable condition should the purchasing party submit the appropriate forms to the Finance Department so bills may be paid. Each vendor must accept returned items for full credit. All bills will eventually appear on the Vendor List for monthly Council approval.

The party receiving the goods will:

- Inspect for completeness of delivery
- Sign off as received on packing slip
- Mark on the packing slip goods damaged or not received
- Attach all documents to original invoice for payment
- Note on the original invoice any goods not received or damaged
- The original invoice must be authorized for payment by the appropriate party based on the dollar amount.
- Send completed documents to Finance Department for payment
- Contacts vendor on any discrepancies

Request for Payment for Special Events

From time to time, the City will host events that require payment onsite for specific vendors. When this is the case, the following steps shall be followed:

- On the regular bill list preceding the event, any contracts or invoices that need to be paid on or before the event date should be forwarded to finance for payment, following general purchasing and approval guidelines as described in this document
- Checks will be issued following City Council Approval
- Checks will be stored in the Finance safe
- On the last business day preceding the event, the City Administrator and Finance Director will designate an employee to be responsible for transporting the checks from the City Hall safe to the event site and disbursing payment to vendors.



Purchasing Policy

- Any receipts or additional contract documents generated at the event will be returned to the Finance Department on the first business day following the event for filing with the relevant invoice.

Emergency Purchases

Emergency contracts or procurements may be made in the best interest of the public without competitive bidding or prior notice when:

- There exists a threat to public health, safety, or welfare; or
- When immediate expenditure is necessary to prevent or minimize serious disruption in critical City services that affect public health, safety or welfare.

The term of the emergency contract or purchase shall be limited to the time reasonably needed for a competitive procurement. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

Such emergency purchases may be made or contracts awarded by the following succession of City officials:

1. The mayor
2. The City administrator
3. The finance director
4. The department head pertinent to the emergency

Only in the absence of all preceding official(s) will a subsequent official be called upon to make an emergency purchase decision. For instance, the only time the finance director would be asked to make an emergency purchase decision would be in the absence of both the mayor and City administrator. For terms of this policy, the absence of the preceding official(s) will mean either a vacancy in the position or the inability to make physical, voice or other forms of communicative connection to that official.

The finance director shall report any emergency purchases in excess of ten thousand dollars (\$10,000.00) to the City Council at its next regular meeting following said emergency purchase, giving the name of the vendor, date, description of the item or items purchased, the amount of the purchase, the nature of the merchandise and the justification of the emergency purchase.

Request for Checks Less Than \$2,500

In certain situations, and with an upper limit of \$2,500, City Department Heads may request that direct payment for goods or services be authorized. These situations arise where:

- The purchase is time sensitive and delaying payment until the next regularly scheduled Council meeting will interrupt the flow of City business or cause the City to lose an opportunity for competitive pricing or;
- The return of a deposit being held by the City or a refund being issued by the City to an eligible program participant. Refunds and deposit returns will only be issued when the City can confirm that the initial payment by the customer was not returned by our bank.

Purchasing Policy



Some examples include:

- Advances - travel and others - a travel agent who will accept purchase orders should be used for travel and lodging arrangements whenever possible
- Inexpensive mail-order items
- Seminars
- Membership dues
- Limited outside services
- C.O.D. charges
- Petty cash reimbursements

Department heads may request direct payment for goods or services using the procedure outlined below.

Prepare check request to include:

- Vendor/Payee
- Nature of expenditure
- Any comments
- Fund/Account to charge
- Purchasing Agent/department head approval

All check requests will be paid on a semi monthly basis following regularly scheduled Council Meetings. All checks issued from a check request will be listed on a separate report to be presented to the Council for review.

Requisition of Services

The City Administrator or their designee is authorized to enter into service contracts in an amount not to exceed \$20,000. Any service contract exceeding \$20,000 requires approval by the City Council. A minimum of three quotes for services shall still be solicited when practical. The City may choose to select a vendor based on quality or expertise of services provided rather than price at the discretion of the City Administrator.

Except in the case of legal counsel retained/engaged by SWARM or the City's insurers to defend/represent the City, any specific employees, officers, elected officials, agents or staff in any dispute, claim, litigation or other proceeding, no City employee, elected official, director, officer or agent shall have the authority to engage any legal counsel without first obtaining the approval of the City Council.

Invoices



Purchasing Policy

Invoices should be sent to the Department requesting the item(s). The Department Head must authorize (sign) invoices originating from their department; indicate the expense account that should be charged, and forward to the Finance department for payment.

It will be noted that the Finance Department will pay for goods and services on original invoices only. Invoices must have the proper authorization before payment is made.

No payments will be paid on statements or copies of invoices unless the department head attests to the fact that the original invoice is lost and that the invoice copy is replacing the original invoice that is lost.

No invoice or copy of invoice will be paid unless there is sufficient documentation to warrant such payment.

Reimbursement to City Employees

On rare occasions, an employee may need to purchase an item for City use with their own funds and seek reimbursement from the City. This should be a method of last resort and should follow the purchasing authority schedule listed in Appendix A. Methods to alleviate this need include both procuring goods through vendors that the City has a credit relationship with and the use of employee issued credit cards. Employees shall turn in their complete vendor issued receipt with proper account coding for reimbursement on the next regular check run. Reimbursements necessary for employee travel are outlined in the Travel Policy portion of the City's Personnel Manual.

Payment

Payment of Invoices will be made following approval by the City Council of the vendor list at each City Council Meeting. The City Council may also approve items for payment not on the vendor list but separately listed on the Agenda.

Electronic Payment

For vendors accepting payments electronically, the following steps shall be taken

- When presented with ACH payment instructions, staff will use a publicly available phone number to independently contact the vendor and verify the payment information
- Staff will ensure that any other identifying information submitted with the payment information matches what the City has on file (Vendor name, addresses, points of contact)
- Internet searches will also be used to confirm that the employee submitting the information works for the company, and that the identifying information supplied with the payment information is accurate.
- If there is any concern that the payment information is invalid, or it cannot be independently verified, a paper check will be mailed instead
- Once verified, the ACH instructions will be entered into the vendor record by the Accounts Payable clerk and verified by the Assistant Finance Director or Finance Director

- For any vendor wishing to change banking information, all of the above steps will be taken again.
- For new vendors, or vendors wishing to transition to electronic payments, the City may choose to transmit a payment amount less than \$1.00 without telling the vendor the amount of payment. The vendor should be able to confirm the amount of payment. This is a method of confirming payment instructions without transmitting a material amount of money.
- In all cases, cybersecurity best practices will be followed to ensure the security and accuracy of electronic data

Check Fraud

The City shall utilize preventative measures where available to guard against check fraud and theft. These measures currently include, but are not limited to, positive pay and ACH debit blocking. In the event that the City becomes the victim of fraud or theft, staff will notify the bank and the Crest Hill Police Department as soon as practical so that they may each follow their respective protocols. Staff will make themselves available and supply appropriate documentation for these processes.

City of Crest Hill Purchasing Authority

Amount	Purchasing Party	Quotes Required	Additional Comments
\$100,000 & greater	City Council Approval	N/A	For purchases, sealed competitive bidding process is required unless waived by the City Council
\$20,001 - \$99,999	City Council Approval	3 written	City Administrator will determine when receiving written quotes are more practicable and advantageous than to go through a competitive bidding process
\$20,000 - \$30,000	City Administrator in emergency situations only; City Council Approval for all regular purchases	3 written	Three written quotes, the best quote may be chosen without having to go through the quote process again. Due regard to budgetary constraints must be maintained.
\$5,000 - \$20,000	City Administrator Approval	3 written	Three written quotes are required. Due regard to budgetary constraints must be maintained. Requisition of Services – City Administrator is authorized to enter into service contracts not to exceed \$20,000. Engagement of legal counsel must obtain City Council approval prior to engagement.
\$2,500 - \$10,000	Finance Director, Assistant City Administrator/HR	3 verbal*	Three verbal quotes are required. Due regard to budgetary constraints must be maintained.
\$2,500 - \$4,999	Department Head Approval.	3 verbal*	Three verbal quotes are required. Due regard to budgetary constraints must be maintained.
\$1,000 - \$2,499	Department personnel (primary) approved by the department head and the city administrator	At least two verbal*	Due regard to budgetary constraints must be maintained.
\$0. - \$1,000	Department personnel (alternate) approved by the department head and the city administrator	At least two verbal*	Due regard to budgetary constraints must be maintained.

Verbal quotes: Verbal quotes must have some form of documentation, this may include, but not limited to: text messages, screenshots of an online price, or emails.

Note: Authority to approve is automatically filtered down.

Credit Card Policy



INTRODUCTION

Introduction/Statement of Policy

The purpose of this policy manual is to provide the City of Crest Hill officials and staff with guidelines and directions for the acquisition of goods and services using City issued credit cards; while used with good judgment and common sense, the policies and procedures conveyed herein will allow the City to obtain required supplies and services efficiently and economically.

These policies were reviewed and adopted by the City Council and must be adhered to by City employees and City Officials.

Employees and officials are expected to read and understand these policies and procedures. This policy is designed to be a fluid document and may be modified from time to time to conform to changes in legislation, technology, and actual practice. Although it may not answer every question related to purchasing practices, it does provide general guidelines for the use of City issued credit cards. Employees or officials who need help dealing with specific situations not covered by the manual should contact the City Administrator or Finance Director.

The City Administrator, or the Mayor and City Council in matter affecting the City Administrator, shall be the final authority with regards to enforcement of any of the provisions of these policies.

CODE OF ETHICS FOR USING CITY ISSUED CREDIT CARDS

City Issued Credit Cards Code of Ethics

All City personnel and officials engaged in purchasing and related activities on behalf of the City shall conduct themselves in a manner above reproach in every respect. Transactions relating to the expenditure of public funds require the highest degree of public trust to protect the interests of the City and the residents of Crest Hill. City employees and officials shall strive to ensure that public money is spent efficiently and effectively and in accordance with statutes, regulations, and City policies.

PROCEDURES FOR USING CITY ISSUED CREDIT CARDS

Who is eligible to use corporate credit cards?

The City Administrator, in conjunction with the City Council shall determine which employee(s) or official(s) shall be allowed to use a City of Crest Hill credit card.

Guidelines for Card Use

1. It is the responsibility of each cardholder to be acquainted with the purchasing policies and guidelines of the City and to make card purchases in accordance with these policies. Examples of the types of transactions your Corporate Credit Card could be used for include:

- Business Travel
- Seminar Registration

Credit Card Policy



- Professional Memberships
- Business meeting expenses
- Purchase material and supplies

The above list is by no means complete. It is understood that from time to time, payment by credit card is the most economical way of obtaining goods and services. The original receipt or a City Expense Authorization form for these items must be attached to the monthly credit card statement

The credit limit for any one card shall coincide with the purchasing restrictions in the purchasing manual for the specific individual or as specifically authorized by the City Council.

2. The City of Crest Hill credit card is not a personal credit card and remains the property of the City of Crest Hill. All outstanding charges on the card are the liability of the City of Crest Hill.
3. Cardholders cannot use the City of Crest Hill corporate credit card for personal purchases with the intent of reimbursing the City of Crest Hill at a later date.
4. The City of Crest Hill retains the right to cancel the cardholder's corporate credit card.

How to Purchase-Cardholder Responsibilities

1. All cardholders must sign the Acknowledgement of Credit Card and Purchase Policy prior to receiving a City of Crest Hill Credit Card. Exhibit B
2. An original receipt must support each purchase prior to processing the monthly statement. The cardholder is responsible for ensuring a receipt or adequate support for the items charged on the City of Crest Hill credit card. When online registration or purchases are made, printouts of the registration or purchase must be retained and attached to the monthly credit card statement. The lack of a receipt or adequate support may require the user to pay for the expense from personal funds.
3. Receipts are to be given to the Finance department as they are incurred so that Finance may match them with the monthly statement when received. The appropriate budgeted line item must be indicated on the receipt.
4. In the rare case where no receipt is obtained, the cardholder must initial the credit card statement next to the charge. In addition, certification that the expenses were incurred in the conduct of City business must be completed and signed. (See exhibit A) The Finance Director or City Administrator will determine if the business expense could be processed. If determined that there is inadequate support, the user will be required to reimburse the City from personal funds.
4. For overnight business travel, in addition to supporting the monthly credit card statement, the cardholder still has the obligation to follow the City of Crest Hill's Business Travel Policy, which requires a reconciliation to be completed within one week of travel.

Credit Card Policy



Reconciliation Responsibilities

- The City of Crest Hill receives monthly credit card statements
- Receipts are matched against items on the monthly statement
- If no receipt has been matched to the expenditure, the Finance Department will provide the cardholder with a copy of the statement indicating the expense incurred. Verification of these transactions on the statement is the responsibility of each cardholder.
- If a receipt cannot be obtained after a reasonable effort, the cardholder should write "No Receipt" and their initials on the statement next to the item. The City Expense Authorization form (Exhibit A) must be completed and subsequently approved by the City Administrator and Finance Director. This will be allowed on an exception basis only, and continued failure to provide receipts will result in card privileges being revoked.
- The cardholder and the Finance Department are responsible for following up with a vendor on any erroneous charges, disputed items, or returns.
- The Finance Department shall keep a copy of both the front and backside of every credit issued in the City's name. Finance will handle any additions/deletions to the account with the credit card company.

Safekeeping

- It is the responsibility of the employee who holds a City of Crest Hill credit card to maintain the safety and security of that card. Any lost or stolen cards should be reported 1) to the local police where the lost or stolen card was discovered, 2) to the Credit Card Company, and 3) the Finance Department of the City of Crest Hill.
- Any person leaving employment that has a City of Crest Hill credit card shall surrender that card during their exit interview. The Finance Department should be given the surrendered card, and they will contact the Credit Card Company to remove that individual from authorized users.

Credit Card Policy



CITY OF CREST HILL CREDIT CARD USAGE AUTHORIZATION FORM – EXHIBIT A

This form is to be used:

- 1) ~~Prior to making a purchase when utilizing another cardholder's credit card (i.e. for registering online for a seminar) or~~
- 2) Authorization to pay from the statement when a receipt is unavailable. (This should be minimally used. Consistent misuse, i.e. no receipt provided, will result in the individual being responsible for the expenditure.)

Date: _____

Dept requesting: _____

Vendor where the purchase was made: _____

Item Purchased: _____

Method of Purchase (Please Circle): Telephone/ Internet/Other _____

Amount of Purchase: _____

Account Coding: _____

Signature of Employee

Signature of Department Head

Approved by _____

City of Crest Hill
Cardholder

Card Number



Exhibit B

ACKNOWLEDGEMENT OF CORPORATE CREDIT CARD AND PURCHASING POLICY

I, the undersigned employee, acknowledge that I have received, read, and understand the contents of the City of Crest Hill Credit Card Policy and the related Purchasing Policies and Procedures. I agree to abide by all the terms and conditions set forth in these documents as a condition of my employment and continued use of the corporate card.

My signature below indicates that I agree to the following:

- The corporate credit card is city property and is to be used for authorized, legitimate city business expenses only.
- Personal use of the credit card is strictly prohibited. If a personal charge is accidentally made, I will immediately notify my supervisor and reimburse the company for the full amount.
- I am responsible for obtaining and submitting original, itemized receipts for all transactions in a timely manner as outlined in the policy manual.
- I will only allow any other individual to use my card per the Credit Card Policy.
- I agree to safeguard the card and report any loss or theft immediately to my supervisor and the finance department.
- I understand that all card transactions are subject to audit and review by the finance director and/or the city administrator.
- I understand that any violation of the purchasing policies and procedures or misuse of the credit card may result in disciplinary action, up to and including immediate termination of employment and personal financial liability for unauthorized charges.
- I agree to return the card immediately upon request or upon termination of my employment.



Exhibit B

I understand that it is my responsibility to seek clarification from the city administrator regarding any part of the policies that I do not understand.

Employee Name (Printed)

Employee Signature

Date

Credit Card Number (Last 4 digits)



Agenda Memo

Crest Hill, IL

Meeting Date:	January 12, 2026
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Updated Agreements with Azavar and SpyGlass

Summary: The City's agreement with Azavar goes back to 2013 and the last agreement with SpyGlass goes back even further. As such, I have worked with both vendors so have updated agreements, and then with the City Attorney. Both firms will do work on behalf of the City to reduce costs and/or ensure the City is getting the appropriate money.

Representatives will not be in attendance but asked that I send them any questions so they can address them before the January 19th meeting.

Recommended Council Action: To review the draft agreements, ask questions, and direct the City Attorney to finalize the agreements with Azavar and SpyGlass for Council's consideration on January 19th.

Financial Impact:

Funding Source: No

Budgeted Amount: No

Cost: No

Attachments:

[Azavar Agreement](#)

[SpyGlass Agreement](#)



Professional Services Agreement

Azavar Agreement

Created by:

Tom Fagan
Azavar

Prepared for:

Blaine Wing
City of Crest Hill

Professional Services Agreement

This Professional Services Agreement (this “Agreement”) is made and entered into on the 19th of January 2026 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Crest Hill an Illinois municipality corporation having its principal place of business at 1610 Plainfield Road, Crest Hill, IL 60403 (“Customer”).

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services (“Services”) in accordance with written statements of work agreed to by the parties (each, a “Statement of Work”) attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

1.2 Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. INDEPENDENT CONTRACTOR

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar’s employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. PAYMENT TERMS

Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney’s fees, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

Professional Services Agreement

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential (“Confidential Information”). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

Professional Services Agreement

7. TERMINATION

7.1 This Agreement shall be effective (“Term”) from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar (“Initial Term”) and automatic renewal terms (“Renewal Terms”). The Initial Term shall be for a thirty-six (36) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive thirty-six (36) month periods, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES

Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:

General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard
Suite 2100
Chicago, Illinois 60604

If to Customer:

City Administrator
City of Crest Hill
1610 Plainfield Road, Crest Hill, IL 60403

9. ASSIGNMENT

Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar’s assets.

10. NONSOLICITATION OF EMPLOYEES

During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section

11. USE OF CUSTOMER NAME

Customer hereby consents to Azavar’s use of Customer’s name in Azavar’s marketing materials; provided, however, that Customer’s name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

Professional Services Agreement

COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

Azavar Audit Solutions, Inc

Print Name: Jason Perry

City of Crest Hill

Print Name:

Signature:

Signature:

Title: CEO and President

Title:



Exhibit A - Statement of Work

Azavar Agreement

Created by:

Tom Fagan

Azavar

Prepared for:

Blaine Wing

City of Crest Hill

Exhibit A – Statement of Work

This Statement of Work (“Statement of Work”) is made and entered into on this is made and entered into on the 19th of January 2026 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Crest Hill an Illinois municipality corporation having its principal place of business at 1610 Plainfield Road, Crest Hill, IL 60403 (“Customer”). WHEREBY the parties entered into a Professional Services Agreement (“Agreement”) by signature by the parties attached hereto on 19th of January 2026.

1. COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES:

In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

(a) Azavar, as Customer’s authorized agent and third-party administrator (“TPA”), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program (“Revenue TPA Program”) on behalf of the Customer. As part of the Revenue TPA Program Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of this Statement of Work any and all sources of Customer revenue and related expenses (“Audits”), including, but not limited to, each sales, occupation, and use tax, ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by or upon the Customer within the Customer’s corporate boundaries, and as permitted by the Customers’ ordinances and state and federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer (“Auditee(s)”), revenues and expenditures related to (and where applicable), but not limited to the following:

- I. Electricity providers and/or consumers
- II. Natural gas providers and/or consumers
- III. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
- IV. Water, sewer, and/or stormwater providers and/or consumers
- V. Waste or refuse hauling providers and/or consumers
- VI. Fuel providers and/or consumers, oil and gas well drilling and production, and oil and gas pipelines inright-of-way
- VII. Locally imposed, levied, and/or administered charges, fees or fines
- VIII. Locally imposed and/or administered Business Licenses, Registrations, or Occupation Taxes
- IX. Locally imposed and/or administered Residential Rental Licenses
- X. Taxpayers subject to Property Taxes and Levies
- XI. Taxpayers subject to Vehicle Related Fees or Taxes (i.e. Wheel Tax, Rental Tax, etc.)
- XII. Taxpayers subject to Local Amusement or Entertainment Taxes
- XIII. Taxpayers subject to Business License and/or Registration Fees
- XIV. Taxpayers subject to the Food & Beverage, Restaurant, or Places of Eating Tax
- XV. Taxpayers subject to Liquor Licenses and/or Taxes
- XVI. Fixed Location taxpayers subject to Hotel Occupation/Use Taxes
- XVII. Online travel companies and short-term online rental management platforms taxpayers subject to local occupation/sales/use taxes
- XVIII. Taxpayers subject to Real Estate Transfer Taxes
- XIX. A review of revenues distributed to the Customer by the state, including reviewing state distributions and address designations for sales tax, remote sellers sales tax, service taxes, use taxes, and service use taxes.
- XX. Should the Customer own or operate its own utilities including, but not limited to, electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.

Exhibit A – Statement of Work

(b) The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and state law, the Customer's own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee ("Findings"). Where already allowable by existing Customer contracts or agreements or federal, state, or local laws or ordinances, this Statement of Work authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of this Statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days;

(c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees during the Term of this Statement of Work that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or agreements related to any Audits as contemplated under this Statement of Work without Azavar's prior written consent;

(d) In order to perform the Audits, Azavar shall require full access to Customer records and Auditee records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Auditees. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Auditees when requested by Azavar. Customer shall notify Azavar of any Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer's Primary Contact;

(e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof;

Exhibit A – Statement of Work

(f) Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits and that would have been compensable under Section 2 of this Statement of Work;

(g) During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments to Customer using Azavar software as defined in Exhibit A – Statement of Work 2;

(h) Audit timelines and processes are set in accordance with Azavar’s proprietary audit process and applicable law. The first Audit start date is expected to be within no later than thirty (30) days from the date of this Statement of Work unless changed and approved by the Customer’s Primary Contact;

(i) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer’s Primary Contact and will occur approximately every quarter;

(j) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be auditors under this Statement of Work. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

2. PAYMENT TERMS.

2.1 Customer shall compensate Azavar the fees set forth in this Statement of Work on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar’s written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total amount of money actually collected for said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

Exhibit A – Statement of Work

2.2 For any and all Audits and/or Findings (under Section 1), Customer shall pay Azavar an amount equal to forty (40) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty (40) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer. **The telecom portion of the audit shall be compensated at 35% for twenty-four (24) months.**

2.3 If any new revenues, savings, or prospective funds recovered by Azavar result in billings below one hundred dollars (\$100) per month for the duration of the thirty-six (36) month period of billing, Customer will pay for the full 36 months in one billing. **In the case of the telecom audit Customer will pay for the full 24 months, if applicable.**

3. COMPLETE AGREEMENT:

This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

Azavar Audit Solutions, Inc

Print Name: Jason Perry

Signature:

Title: CEO and President

City of Crest Hill

Print Name:

Signature:

Title:



Engagement Letter

Azavar, Cozen O'Connor Agreement

Created by:

Tom Fagan
Azavar

Prepared for:

Blaine Wing
City of Crest Hill



Azavar Audit Engagement Letter

19th of January 2026

VIA ELECTRONIC MAIL

Jonathan M. Grossman

Direct Phone: 202-912-4866

Direct Fax: 202-618-4856

jgrossman@cozen.com

Blaine Wing
 City of Crest Hill
 1610 Plainfield Road, Crest Hill, IL 60403

Mr. Jason Perry
 Azavar Audit Solutions, Inc.
 55 East Jackson Street
 Chicago, IL 60604

Re: Municipal Taxes and Fees

Dear Blaine and Jason:

We are pleased that the City of Crest Hill (“Crest Hill”) and Azavar Audit Solutions, Inc. (“Azavar”) are jointly engaging Cozen O’Connor LLP (“Cozen”) to assist in the collection of municipal taxes and/or fees. This letter is intended to formalize our retention, as required by applicable Rules of Professional Conduct.

Crest Hill and Azavar entered into a Professional Services Agreement on 19th of January 2026 (the “PSA”), pursuant to which, Azavar is auditing or will audit certain municipal taxes and fees. Azavar and Crest Hill now retain Cozen to advise them as to certain of these audits, specified by Azavar, and any other actions that they may take to identify and collect any taxes or fees and bring these matters to a resolution. Such additional actions may include an administrative hearing and/or litigation. Cozen may elect to represent Crest Hill in such actions, but the firm is not now being retained to do so and any such retention is subject to Cozen’s agreement confirmed in writing.

Azavar Audit Engagement Letter

Cozen's fee will be contingent upon payment of taxes or fees to Crest Hill and will be paid by Azavar out of fees that it receives from Crest Hill under Section 3 of the PSA. Cozen, Azavar and Crest Hill will each be responsible for paying their own costs such as travel expenses for their personnel and routine overhead expenses (e.g., copying, telephone and express mail). Direct litigation costs, such as filing fees, deposition transcripts, expert witness expenses and outside copying fees shall be paid by Crest Hill.

If Crest Hill is awarded costs or legal fees in addition to taxes, penalties and interest, those costs or fees shall first be used to reimburse Crest Hill for any direct litigation costs it paid. Any amount in excess would be paid to Cozen.

Notwithstanding Azavar's financial interest in the collection of taxes, Azavar acknowledges that Crest Hill will retain ultimate decision-making authority as to this matter.

It is hereby agreed that any dispute, claim or controversy arising out of or relating to this letter, Cozen's representation of Azavar or Crest Hill, or the breach, termination, enforcement, interpretation or validity of this letter, shall be settled by arbitration conducted in Chicago, Illinois, using a single arbitrator and administered by the American Arbitration Association pursuant to its comprehensive rules and procedures. Judgment on the award rendered by the arbitrator may be entered in any state or federal court located in Cook County, Illinois.

Cozen is a general service law firm that Crest Hill recognizes has represented, now represents and will continue to represent numerous clients over a wide range of industries and businesses in a wide variety of matters. Given this, without a binding conflicts waiver, conflicts of interest might arise that could deprive Crest Hill or other clients of the right to select this firm as their counsel.

Thus, as an integral part of the engagement Crest Hill agrees that Cozen may, now or in the future, represent other entities or persons, including in litigation, adversely to Crest Hill or any affiliate on matters that are not substantially related to the legal services that Cozen has rendered, is rendering or in the future will render to Crest Hill under this engagement (an "Allowed Adverse Representation").

Azavar Audit Engagement Letter

Crest Hill also agrees that it will not, for itself or any other entity or person, assert that either (a) this firm's representation of Crest Hill or any affiliate in any past, present or future matter or (b) this firm's possession of confidential information belonging to Crest Hill or any affiliate is a basis to disqualify Cozen from representing another entity or person in any Allowed Adverse Representation. Crest Hill further agrees that any Allowed Adverse Representation does not breach any duty that this Firm owes to Crest Hill or any affiliate. Crest Hill acknowledges that it has had the opportunity to consult with counsel about the consequences of this waiver.

If the arrangement outlined above is satisfactory, please acknowledge this by signing below and returning it to me at your earliest convenience. If you have any questions concerning the terms of this engagement, please do not hesitate to call me.

Sincerely,
COZEN O'CONNOR

By: Jonathan M. Grossman
JMG

Accepted on Behalf of Azavar Audit Solutions, Inc.

Accepted on Behalf of City of Crest Hill:

Signature:

Signature:

Print Name: Jason Perry

Print Name:

Title: CEO and President

Title:

Date: 11-20-2025

Date:

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Crest Hill, IL** ("Company") and **The SpyGlass Group, LLC, an Ohio limited liability company** ("Auditor").

Item 5.

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

Auditor agrees that it will not make recommendations, nor be entitled to any fees, with respect to tax reductions that Azavar has provided to Company.

Notwithstanding the previous paragraph, Company desires Auditor to perform the remainder of its standard audit analysis and Auditor will be entitled to fees relating to the remainder of its standard audit analysis as set forth in the provisions of this Agreement below including, without limitation, elimination of unused services and rate structure improvements.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 40% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 30 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 30 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Miscellaneous. This agreement is governed by the laws of the State of Illinois, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE.**

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

City of Crest Hill, IL

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____



Agenda Memo

Crest Hill, IL

Meeting Date:	January 12, 2026
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Requests by City Council Member Discussion

Summary: As we begin the work session meeting schedule for 2026, attached is the most updated list of possible topics – including one that was added today. (Please note that the first item on the list of possible discussion items is a request by Alderwoman Gazal asking that all items discussed or presented have the relevant elected official’s name clearly indicated to the list for discussion.)

As such, if it is City Council’s direction or desire, I ask that each Councilmember self-identifies themselves as to any of the items on the possible list for discussion. I realize a few items had more than one person requested it, so I am not sure how that should be noted.

On this topic, I was also informed that City Council may have extensively deliberated in previous meetings on some of the topics. Thus, it will be very helpful for me to hear from City Council if any topic or topics should be removed from the possible discussion list, as no further discussion is needed. (Also, please alert me to any known meeting dates, so I can review those minutes.)

Recommended Council Action: As the list is extensive, I suggest a two (2) Council member rule in order to have a topic discussed. I have seen that work in other communities with a Council member bringing up an idea or topic and then 2nd Council member supporting it. Other options could include asking all Council members to only bring topic requests or ideas up during a public meeting. Thus, the requests are documented, the requestor is clearly known and sometimes the reason(s) why the topic or ideas is requested is shared.

Financial Impact:

Funding Source: No

Budgeted Amount: No

Cost: No

Attachment: Possible Items/Topics to be Discussed

Possible Items/Topics to be Discussed List

- Discuss having all items discussed or presented have the relevant elected official's name clearly indicated to the list for discussion.
- Discuss purchasing certain properties.
- Discuss annexing certain properties.
- Discuss changing the pay of City Council members and the Treasurer position.
- Discuss changing the Treasurer position from being elected to appointed.
- Discuss changing the Clerk position from being elected to appointed.
- Discuss changing the Mayor position from being elected to appointed.
- Discuss reorganizing the Public Works Department.
- Discuss the current and next fiscal year budget.
- Discuss the purchasing authority of employees.
- Discuss having Weber Road at City Blvd. Landscape Medians.
- Discuss violation enforcement policy.
- Discuss addressing storm drainage issues and possible solutions.

If I missed any requests, please let me know.



Agenda Memo

Crest Hill, IL

Meeting Date:	January 12, 2026
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Labor Attorney Selection Process Discussion

Summary: In late 2025 the City issued a request for qualifications (RFQ) for labor & employment legal services. Eight (8) firms submitted proposals. As it has been more than a decade since the City selected a labor firm, a written process for selecting a firm was not found. As such, I am recommending the following:

HR and Administration review the submittals and narrow down to 3-5 firms for the City Council to interview and consider.

Or, have the City Administrator interview 3-5 firms, and narrow down to 2-3 firms for City Council to interview and consider.

Recommended Council Action: Please provide directions on how City Council would like to proceed.

Financial Impact:

Funding Source: No

Budgeted Amount: No

Cost: No



Work Session Memo

Crest Hill, IL

Meeting Date:	January 12, 2026
Submitter:	Daniel Ritter, Community & Economic Development Director
Department:	Community Development
Agenda Item:	Discuss the Route 66 100th Anniversary Event, Budget, and Signage

Summary: Staff would like to begin planning to celebrate the 100th anniversary of the official naming of Route 66, which passes through the City of Crest Hill. The national launch of the celebration is planned in Springfield, Missouri, on April 30, 2026, with other events planned within Illinois, the Heritage Corridor, and the Chicagoland area throughout 2026.

Staff looked at different options to celebrate and have requested information on obtaining additional Route 66 3D signs, similar to the existing sign in front of City Hall. The plan would include adding 2-3 additional signs in the City that could be ordered and placed at areas along the Rt. 66 corridor. In conjunction with the new signage, the city would have a scavenger hunt competition for residents and visitors to take selfies at all of the City's signs and submit them for a chance at a prize (gift cards to local restaurants or retailers) along with a dedicated city webpage. This would help to celebrate Rt.66 and Crest Hill's place in it but also help to promote the city and existing businesses. Initial plans are to place the new signs at the following three locations, which are well-known locations in Crest Hill, either on Rt. 66 or nearby to it. These provide enough space and parking to allow visitors to stop at the locations. Staff made an initial outreach to the property owners below who indicated that they would be willing to participate. Additional follow-up and coordination will be needed prior to their final placement.

- Merichka's Restaurant (Well-known family restaurant not near Rt.66 and plenty of parking)
- Dunkin/Quick Run (New retail location located on Rt.66 with available parking)
- Prairie Bluff Golf Club and Restaurant (Adjacent to Rt.66 with year-round family activities, park space, golf, food/drinks, and available parking)

The signs have various prices based on the specific design and size. While they would initially be used for this year's commemoration event to celebrate the 100th anniversary, the signs would remain the property of the City of Crest Hill and can be relocated to other public areas in the future where they will continue to bring value and be available to the public going forward. Available options, renderings, and pricing are attached in two different packets. It is recommended to get at least 7' high letters/signs as

the scale tends to be more appealing in pictures, as the letters are a more appropriate scale when taken with people next to them.

In addition to the two attached design packages supplied by the sign company, two other design options that were found are below:



Staff is looking for feedback on both the overall concept as well as a total budget, sign designs, and sign sizes that are preferred. Based on the feedback, staff would work with the contractor to finalize a contract (Your-Type 3D Event Letters) for up to 3 signs to be used for the event and commemoration. As production and delivery time can take a few months, the contract would need to be approved in late January or early February at the latest to be in place by the end of April.

Your-Type Website: <https://www.your-type.com/>

Funding/Financial Impact: As this event was not initially budgeted for 2026, the funds for the signs would need to come from excess budget funds from this year or from available reserves. Based on the different signs, for a total of 3 7-foot tall signs would be around \$50,000. That total can be reduced if the sign size or the total number of signs is reduced.

Recommended Council Action: Discuss the Route 66 100th Anniversary Event, Budget, and Signage

Attachments:

1. Rt.66 New (2026) Rendering Proposals (6 options)
2. Simple Letter Options (2024) Proposals (7 Options)
3. Three Renderings of Rt.66 Signs at Possible Locations

**YOUR 3D
-TYPE EVENT
.COM LETTERS**

LETTERS/SHAPEs for RENT or PURCHASE



ALL NEW Designs



Order TODAY for
delivery in 3 months!

Item 1.

Real World 3D Experience...No AI Here!



Engage Your Audience in Real Life
Add Multiple Sculptures to Your
Community & Keep Visitors Longer

All Aluminum construction
No Rust...Ever
Outdoor Durable...24/7/365

Multi-Layered-Metal Formed
3D Features

Powder Coated/Baked On
Colors-Unlimited Options

Custom Branded Graphics

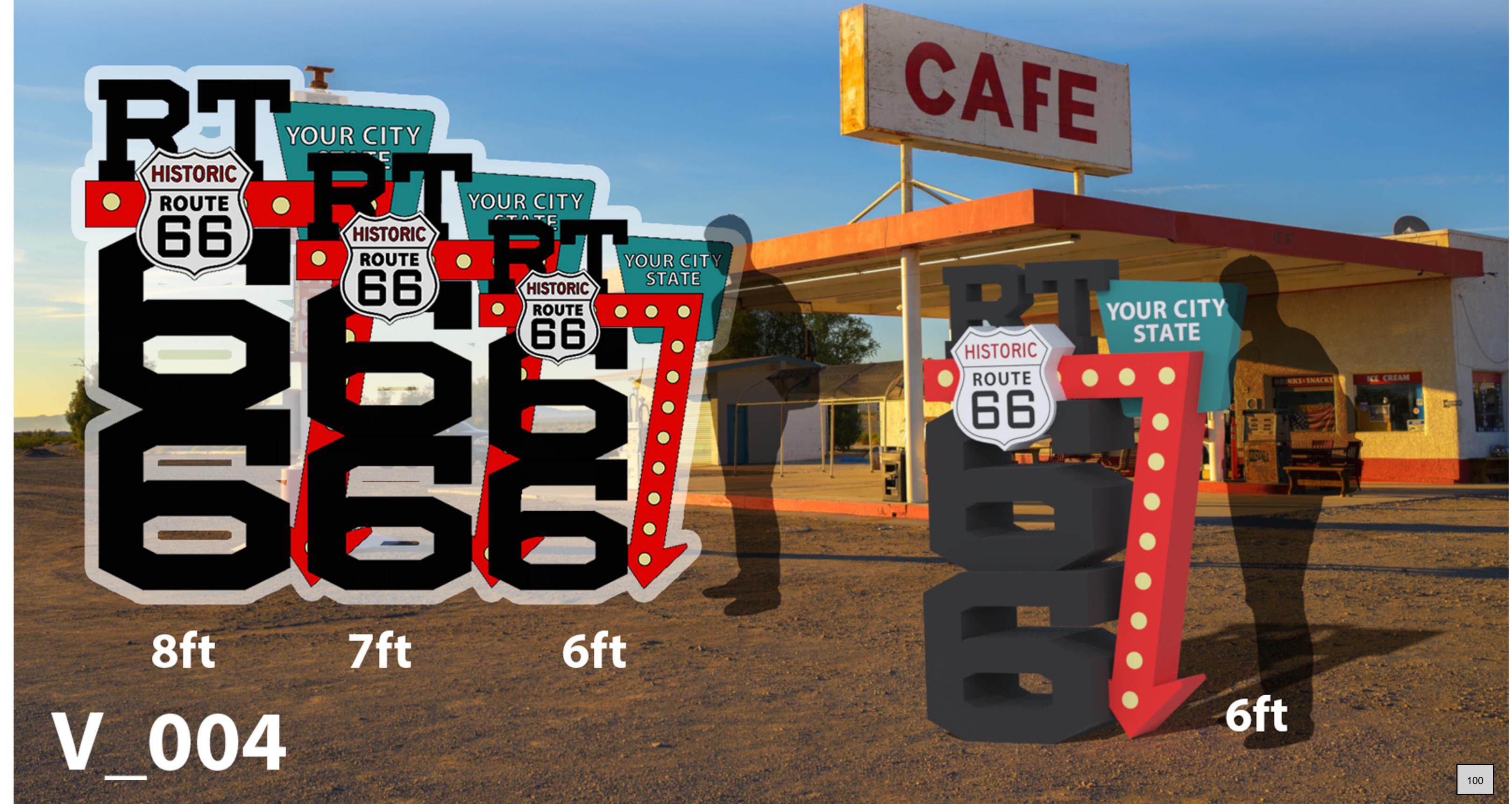
Represent all of Route 66
States & Brand Your Location

Sculptures Customized to You
New Custom Designs Available-Call to Get Yours



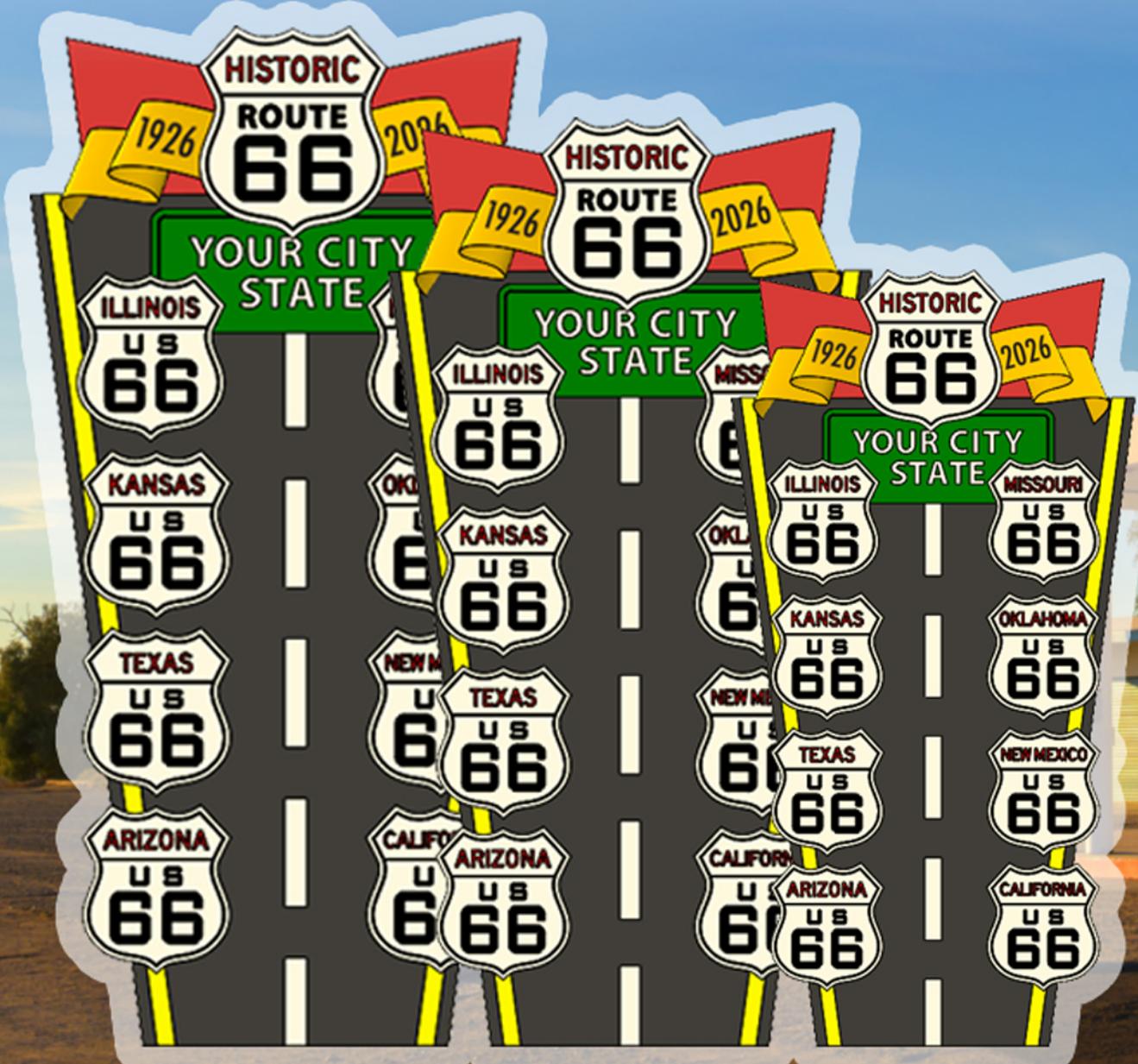






YOUR 3D -TYPE EVENT LETTERS

LETTERS/SHAPEs for RENT or PURCHASE

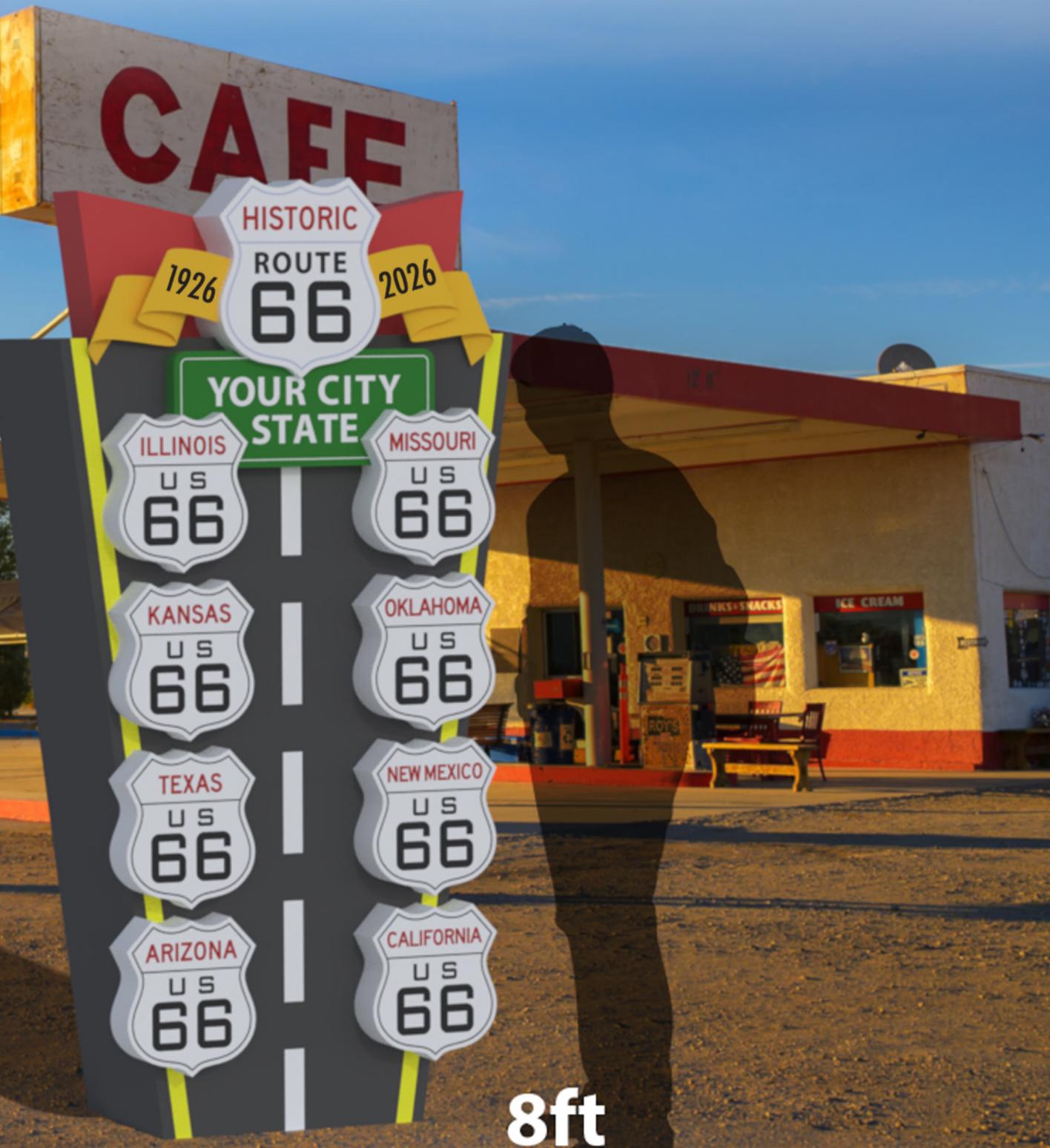


8ft

7ft

6ft

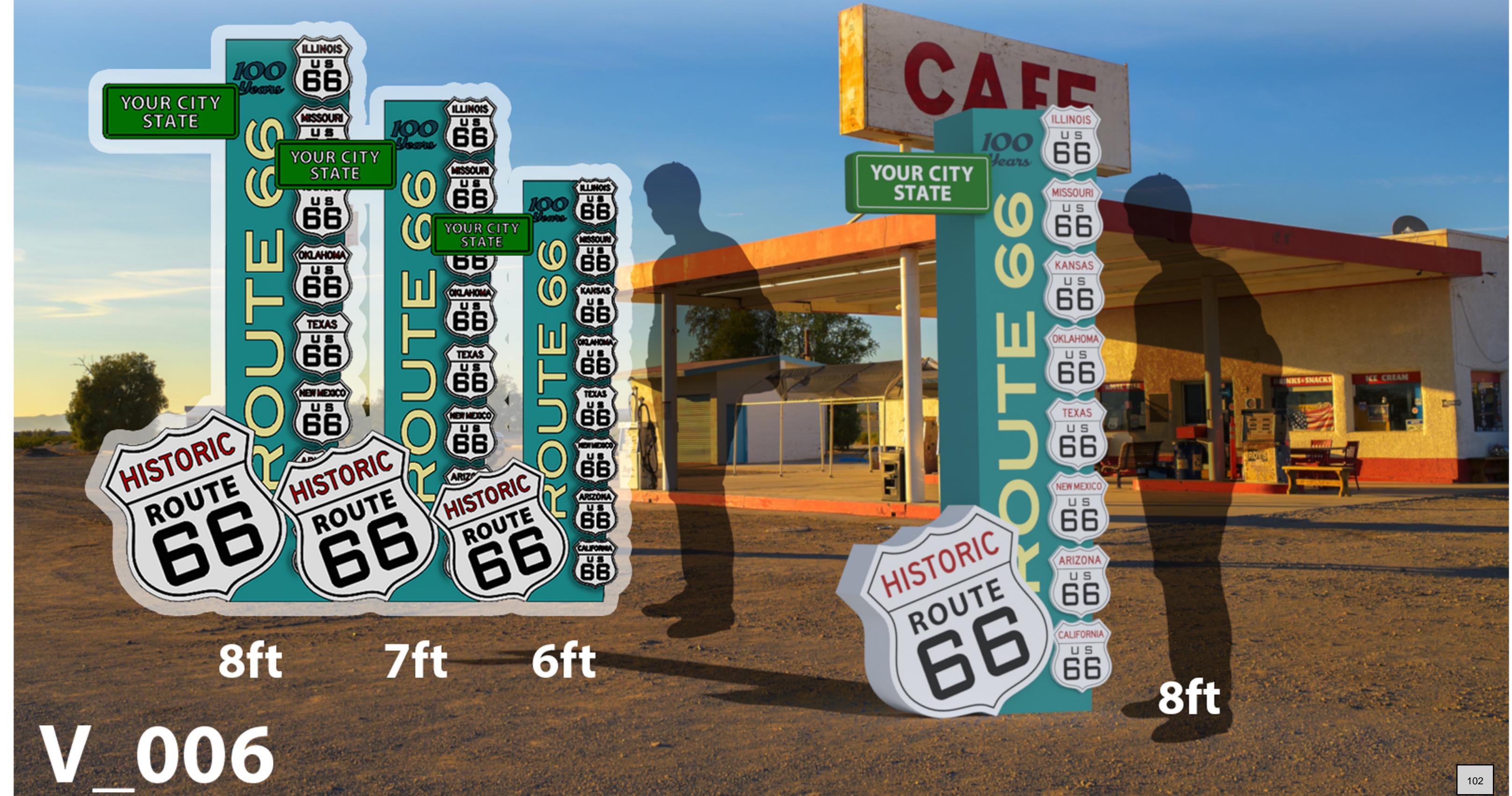
V_005



8ft

YOUR 3D -TYPE EVENT LETTERS

LETTERS/SHAPEs for RENT or PURCHASE



V_006



V_001

Starting at
6' tall/\$11,200
7' tall/\$15,200
8' tall/\$19,800

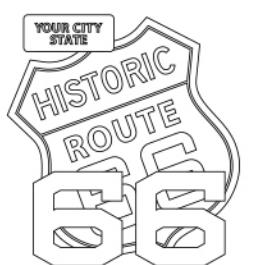


V_001



V_002

Starting at
6' tall/\$10,000
7' tall/\$13,700
8' tall/\$17,900

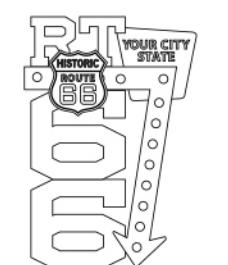


V_002



V_004

Starting at
6' tall/\$14,400
7' tall/\$19,600
8' tall/\$25,600

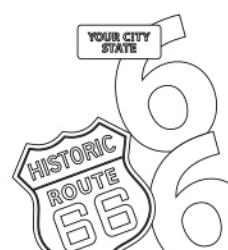


V_004



V_003

Starting
Item 1.
6' tall/\$12,600
7' tall/\$17,200
8' tall/\$22,400



V_003



V_006

Starting at
6' tall/\$11,700
7' tall/\$17,800
8' tall/\$25,500

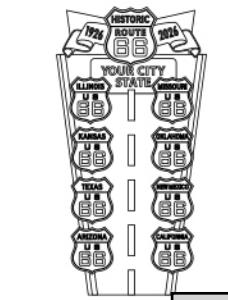


V_006



V_005

Starting at
6' tall/\$15,000
7' tall/\$21,300
8' tall/\$27,100



V_005

LETTERS/SHAPES for RENT or PURCHASE

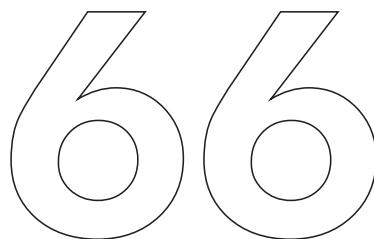
4970 Service Dr.

Winona, MN 55987

507-961-6784

Missouri Route 66 Font Options

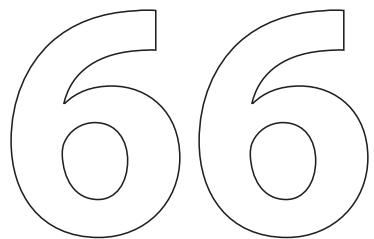
Option A



Layout 1A

ST. LOUIS
MISSOURI

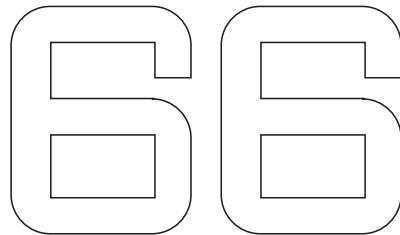
Option B



Layout 1B

ST. LOUIS
MISSOURI

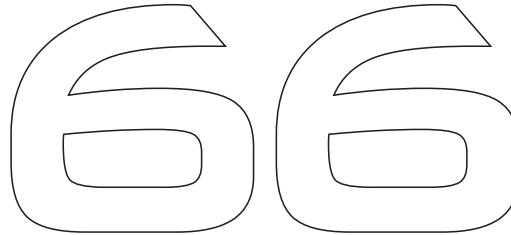
Option C



Layout 1C

ST. LOUIS
MISSOURI

Option D



Layout 1D

ST. LOUIS
MISSOURI

Layout 2D

MISSOURI
ST. LOUIS

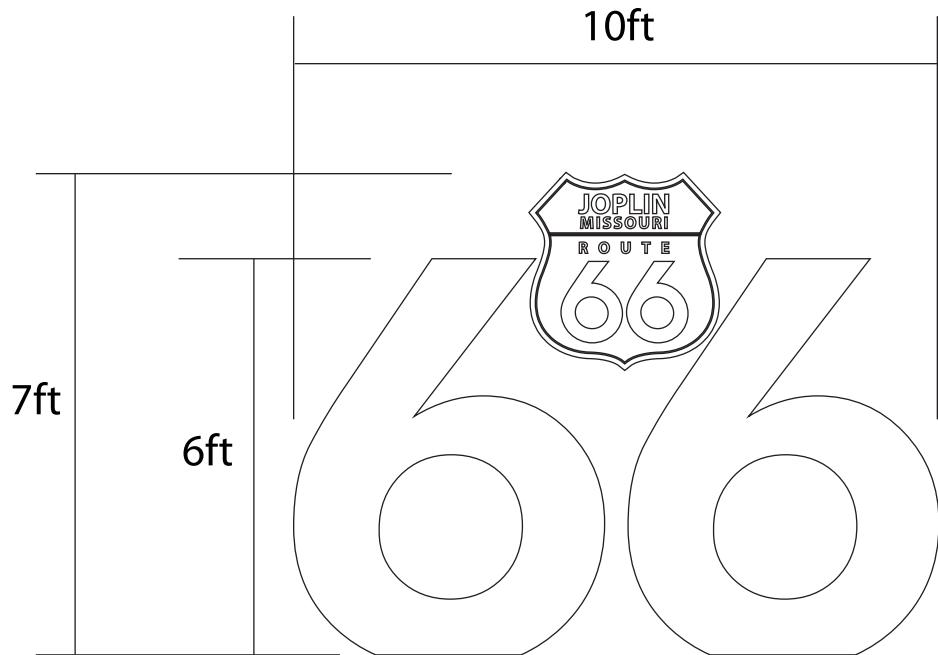
LETTERS/SHAPES for RENT or PURCHASE

4970 Service Dr.

Winona, MN 55987

507-961-6784

Missouri Route 66 Monument Option 01



starting at \$7,000.00

duplicates of same design ordered at
the same time...starting at \$6,500.00
(different city names included)

YOUR 3D -TYPE EVENT LETTERS

LETTERS/SHAPES for RENT or PURCHASE

Item 1.



V1

106

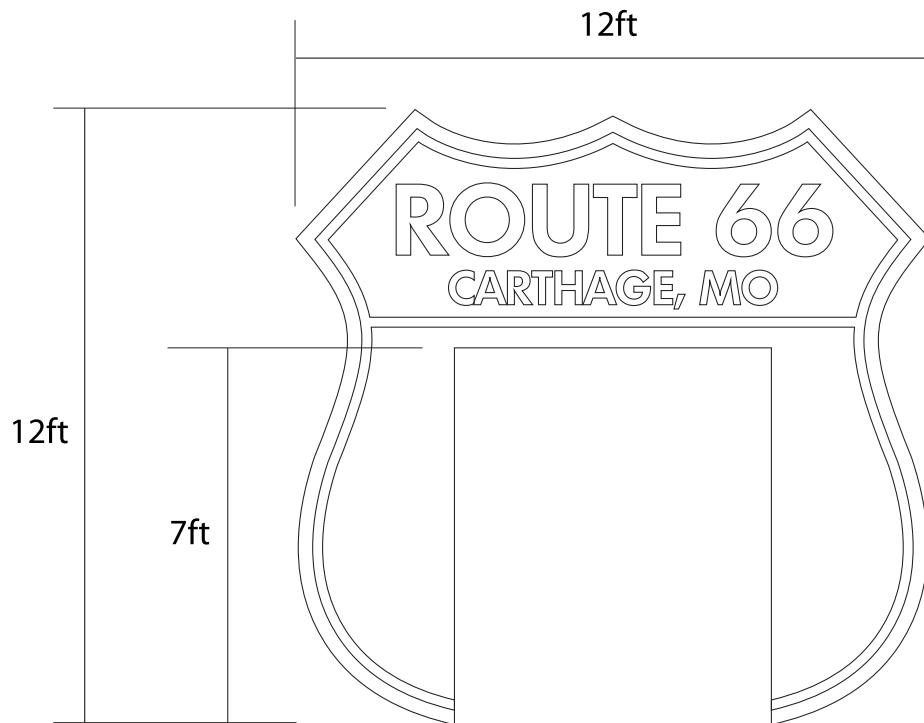
LETTERS/SHAPES for RENT or PURCHASE

4970 Service Dr.

Winona, MN 55987

507-961-6784

Missouri Route 66 Monument Option 02



starting at \$10,000.00

duplicates of same design ordered at
the same time...starting at \$9,400.00
(different city names included)

YOUR 3D -TYPE EVENT LETTERS

LETTERS/SHAPES for RENT or PURCHASE

Item 1.

ROUTE 66
CARTHAGE, MO



V2

108

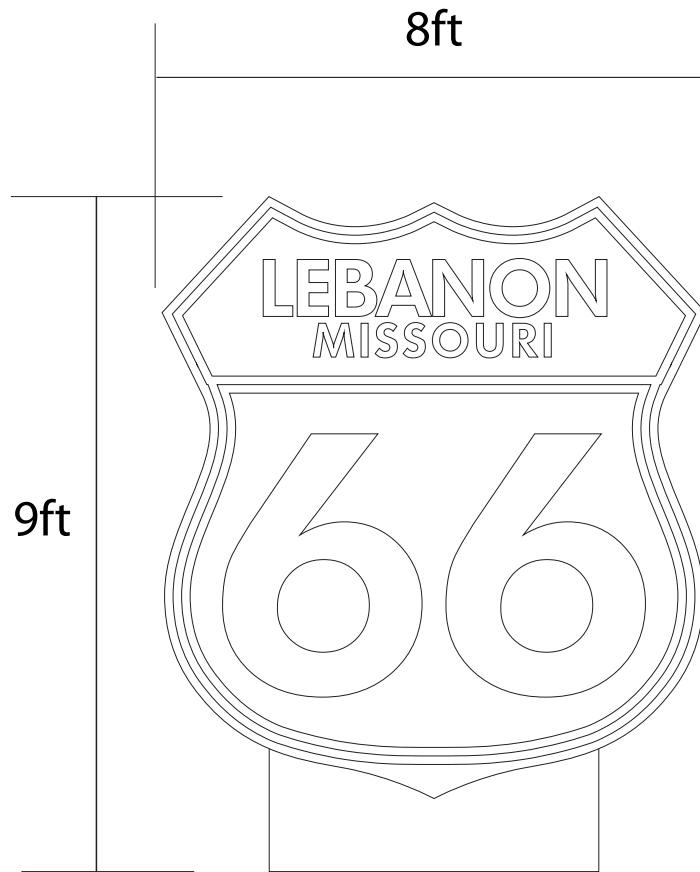
LETTERS/SHAPES for RENT or PURCHASE

4970 Service Dr.

Winona, MN 55987

507-961-6784

Missouri Route 66 Monument Option 03



starting at \$12,000.00

duplicates of same design ordered at
the same time...starting at \$11,000.00
(different city names included)



Item 1.



V3

110



LETTERS/SHAPES for RENT or PURCHASE

Transforming
the Photo Opp
Experience!

contact@your-type.com
www.your-type.co
Item 1.

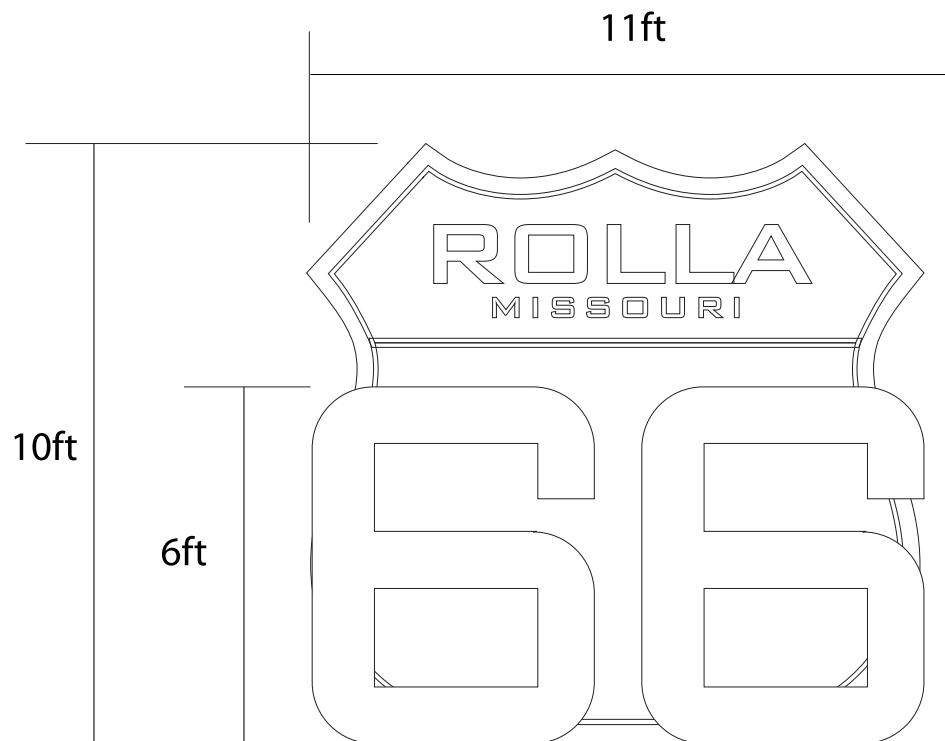
Facebook • @YourTypeRental
Instagram • @yourtype_letters

4970 Service Dr.

Winona, MN 55987

507-961-6784

Missouri Route 66 Monument Option 04



starting at \$14,000.00

duplicates of same design ordered at
the same time...starting at \$13,000.00
(different city names included)



Item 1.



65



V4

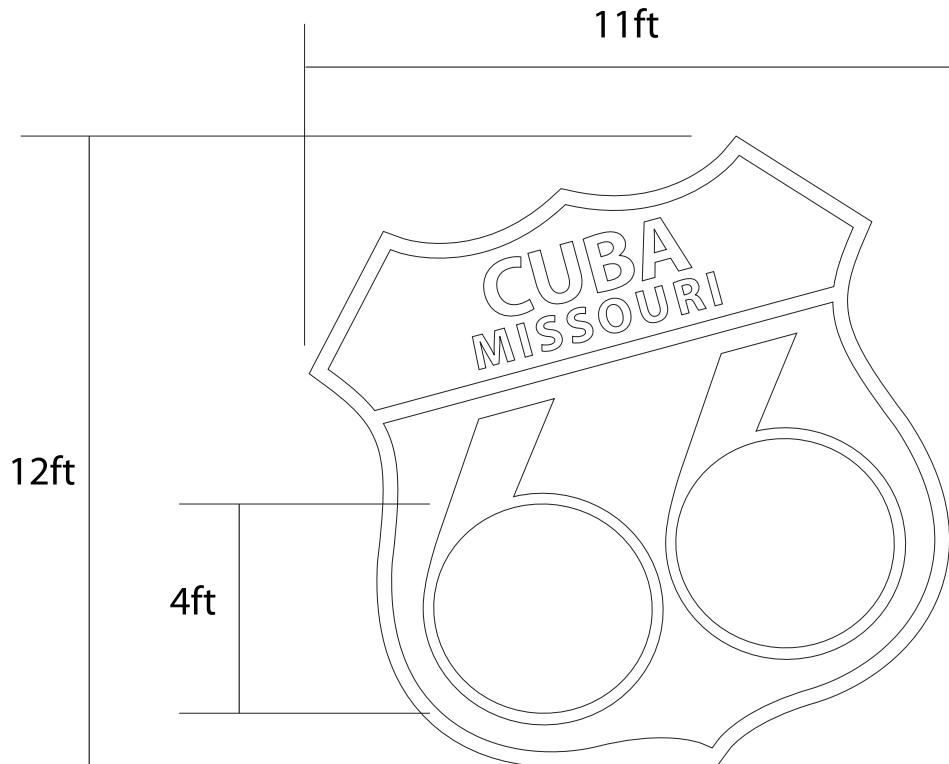
LETTERS/SHAPES for RENT or PURCHASE

4970 Service Dr.

Winona, MN 55987

507-961-6784

Missouri Route 66 Monument Option 05



starting at \$15,000.00

duplicates of same design ordered at
the same time...starting at \$13,900.00
(different city names included)

YOUR 3D -TYPE EVENT LETTERS

LETTERS/SHAPES for RENT or PURCHASE

Item 1.



V5

114



Transforming
the Photo Opp
Experience!

contact@your-type.com
www.your-type.co
Item 1.

Facebook • @YourTypeRental
Instagram • @yourtype_letters

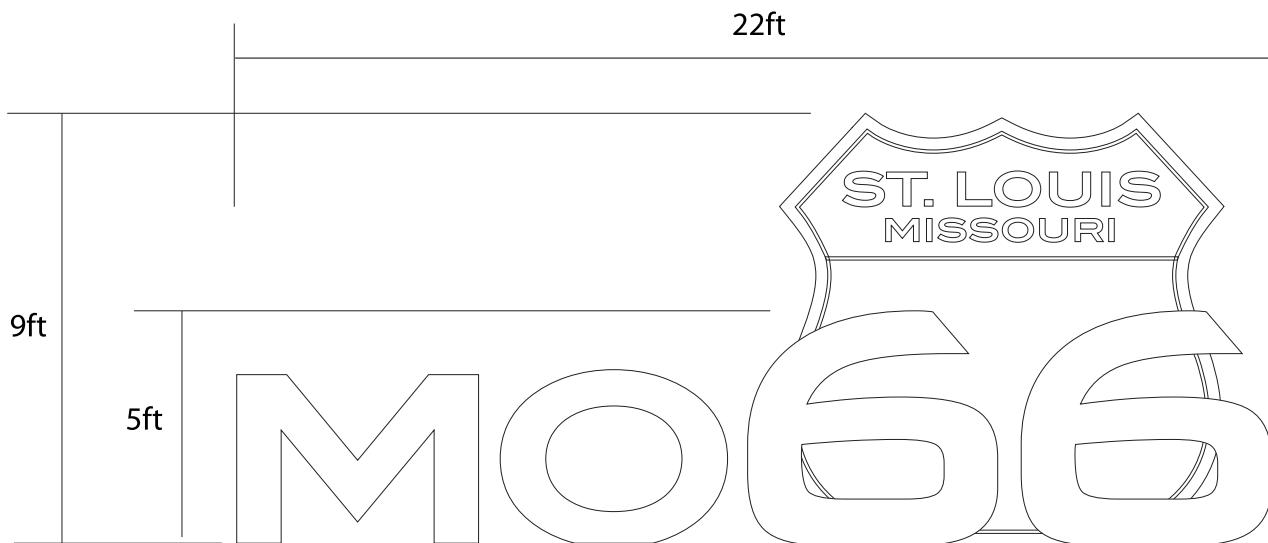
LETTERS/SHAPES for RENT or PURCHASE

4970 Service Dr.

Winona, MN 55987

507-961-6784

Missouri Route 66 Monument Option 06



starting at \$16,000.00

duplicates of same design ordered at
the same time...starting at \$14,500.00
(different city names included)

YOUR 3D -TYPE EVENT LETTERS

LETTERS/SHAPES for RENT or PURCHASE



V6

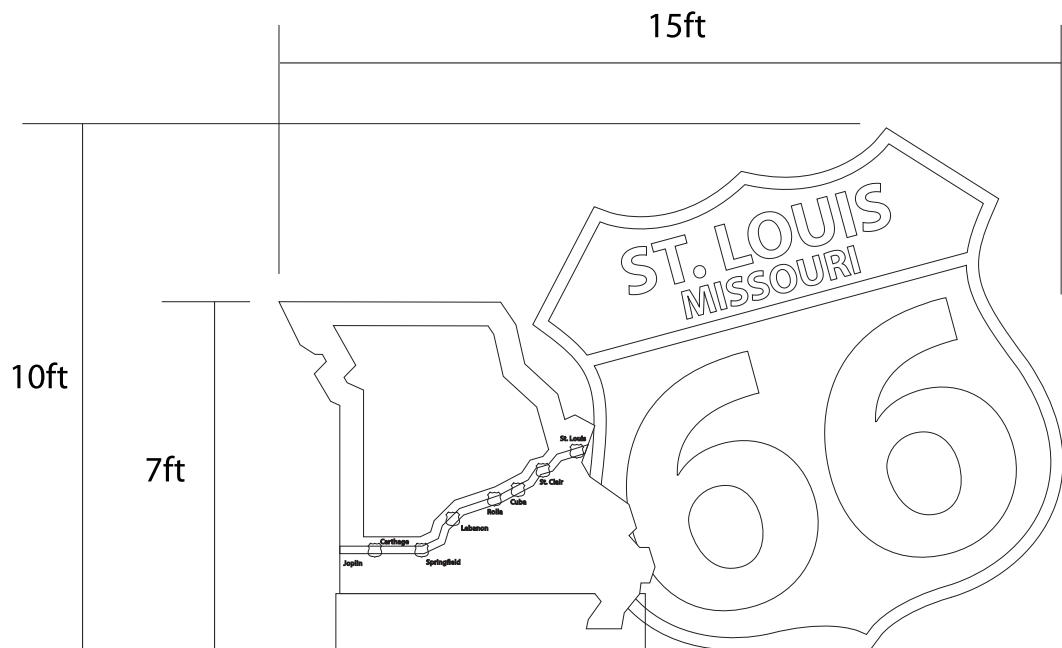
LETTERS/SHAPES for RENT or PURCHASE

4970 Service Dr.

Winona, MN 55987

507-961-6784

Missouri Route 66 Monument Option 07



starting at \$18,000.00

duplicates of same design ordered at
the same time...starting at \$16,500.00
(different city names included)

YOUR 3D -TYPE EVENT LETTERS

LETTERS/SHAPES for RENT or PURCHASE

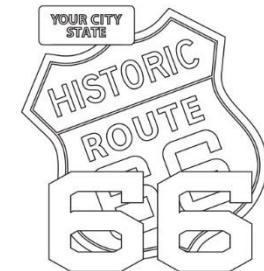
Item 1.



V7

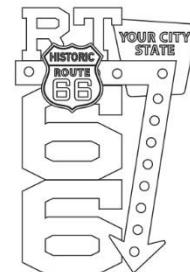


Starting at
6' tall / \$10,000
7' tall / \$13,700
8' tall / \$17,900



V_002







Work Session Agenda Memo

Crest Hill, IL

Meeting Date: January 12, 2026

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

Department: Community Development

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

Summary:

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

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

The overall goal of these amendments is to clarify City requirements, reduce regulatory conflicts, eliminate unnecessary regulatory barriers, and maintain narrowly tailored regulations that support the City's goals for orderly growth, economic vitality, and neighborhood character. Additional details on the scope and need for these text amendments are provided in the December 11, 2025, Plan Commission staff report for this request. A copy of that staff report is attached to the draft ordinance the City Attorney

and staff have prepared to memorialize the approval of the Plan Commission recommended text amendments and included with the agenda packet backup materials for this item as Exhibit B.

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

Council Action Requested: Direction to include the draft Zoning Ordinance Text Amendments approval ordinance for this application on the January 19, 2026, Regular City Council Agenda for final consideration.

Attachments

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

MINUTES OF THE CREST HILL PLAN COMMISSION

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

The Pledge of Allegiance was recited in unison.

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

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

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

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

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

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

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

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

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

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

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

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

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

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

Director Ritter outlined the three main components of the amendments:

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

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

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

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioners Slabozeski, Flynn.

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

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

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

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

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioners Slabozeski, Flynn.

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

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

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

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

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

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

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

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

PUBLIC COMMENTS: There were no public comments.

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

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

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

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

As approved this _____ day of _____, 2026.

As presented _____

As amended _____

BILL THOMAS, COMMISSION CHAIRMAN

ORDINANCE NO. _____

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

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

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

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

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

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

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

- Amend Court Reporter Requirements for Development Applications in Steps 6 and 10 of Section 1 Development Process Description of the Crest Hill Development Handbook.
- Amend Section 5.5 Sale of a Non-Conforming Use of the Crest Hill Zoning Ordinance to clarify zoning ordinance compliance requirements for non-conforming uses at time of sale, transfer, or conveyance.

Remove Sub-Section (I)(8) Access from Section 15.04.040 Standards for Structural Appearance and Site Location Plans, Chapter 15.04 Building Requirements of the Crest Hill Code of Ordinances and add new parking lot, driveway, signage and striping requirements and site access regulations to Section 11.6 Design, Development, and Maintenance of the Crest Hill Zoning Ordinance.

(collectively the “Proposed Text Amendments”); and

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

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

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

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

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

WHEREAS, the City Council finds that it is in the best interests of the City that the recommendation of the Plan Commission be adopted and that the Application be granted subject to the requested text amendments being implemented in substantial conformance with the application documents referenced in attached Exhibit B; and

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

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

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

SECTION 3: The proposed text amendments outlined in the redline exhibits attached to Exhibit B are hereby granted and approved subject to the text amendments being implemented in substantial conformance with the application documents referenced in Exhibit B.

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

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

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

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

[Left Intentionally Blank]

PASSED THIS 19th DAY OF JANUARY, 2026

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 19th DAY OF JANUARY, 2026.

Raymond R Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

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

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

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

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

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

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

D. That no interested parties filed their appearances herein;

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

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

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

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

1. That the approval of the application of City of Crest Hill for text amendments to the Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook with respect to regulations governing non-conforming uses and structures, court reporter requirements for development applications, and parking lot, driveway, and street access requirements is supported by the evidence adduced;
2. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for text amendments to the Crest Hill Zoning Ordinance, Code of Ordinances, and Development Handbook be granted subject to the text amendments being implemented in substantial conformance with the application documents referenced in the December 11, 2025, Community Development Staff Report for this request.

[Left Intentionally Blank]

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

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

Approved:

Bill Thomas, Chairman

Attest:

Christine Vershay-Hall, City Clerk

EXHIBIT B

December 11, 2025 Community Development Department Staff Report

DRAFT



To: Plan Commission

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

Date: December 11, 2025

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

Application Background

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

Application documents submitted by Applicant include:

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

Summary of Proposed Text Amendments

The regulations proposed to be amended include:

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

Staff Analysis

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

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

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

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

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

Text Amendment Approval Standards and Findings

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

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

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

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

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

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

5. The need for the zoning text amendment.

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

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

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

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

Staff Recommendation

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

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

EXHIBIT A

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

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

EXHIBIT B Application for Development

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

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

Owner: City of Crest Hill Correspondence To: _____

Street address: 20600 City Center Blvd Street address: _____

City, St., Zip: Crest Hill, IL 60403 City, St., Zip: _____

Phone: 815-741-5106 Phone: _____

Email: _____ Email: _____

Property Address:

Street address: N/A Lot Width: _____

Property Information:

City, St., Zip: _____ Lot Depth: _____

PIN: _____ Total Area: _____

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

buildingdepartment@cityofcresthill.com

Existing Zoning: N/A Existing Land Use: _____

Requested Zoning: _____ Proposed Land Use: _____

Adjoining Properties Zoning and Uses:

North of Property: _____

South of Property: _____

East of Property: _____

West of Property: _____

Purpose Statement (intended use and approval sought): _____

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

Development Request: Please check all that apply and describe:

Rezoning: _____

Special Use: _____

Variance: _____

Planned Unit Development: _____

Annexation: _____

Plat: _____

Other: Text Amendment

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

Civil Engineer: _____ Phone: _____
 Company: _____ Email: _____

Contractor: _____ Phone: _____
 Company: _____ Email: _____

Architect: _____ Phone: _____
 Company: _____ Email: _____

Builder: _____ Phone: _____
 Company: _____ Email: _____

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

Dan Ritter
 Signature of the Applicant

12/4/25
 Date

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

Dan Ritter
 Signature of the Owner

12/4/25
 Date

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

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

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

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

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

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

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

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

Step 6: Plan Commission & City Council

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

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

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

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

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

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

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

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

Please refer to Appendices D and E for sample documents.

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

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

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

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

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

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

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

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

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

Step 10: Plan Commission & City Council

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

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

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

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

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

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

Please refer to Appendices D and E for sample documents.

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

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

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

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

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

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

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

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

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

EXHIBIT E
City of Crest Hill Zoning Ordinance

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

5.5 SALE OF A NON-CONFORMING USE OR STRUCTURE

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

SECTION 11.0 OFF-STREET PARKING AND LOADING

11.6 DESIGN, DEVELOPMENT, AND MAINTENANCE

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

11.6-1 PARKING AND LOADING SURFACES

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

11.6-2 SCREENING AND LANDSCAPING

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

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

11.6-3 LIGHTING

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

11.6-4 SIGNS

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

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

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

11.6-6 ACCESSIBLE PARKING FOR PEOPLE WITH DISABILITIES

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

11.6-7 STREET / RIGHT OF WAY ACCESS

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

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

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

11.6-7.1 RESIDENTIAL DISTRICTS GENERAL REQUIREMENTS

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

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

11.6-7.2 COMMERCIAL DISTRICTS GENERAL REQUIREMENTS

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

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

11.6-7.3 INDUSTRIAL DISTRICTS GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City Council Work Session Agenda Memo

Crest Hill, IL

Meeting Date:	January 12, 2026
Submitters:	Dan Ritter, AICP, Community and Economic Development Director Ron Mentzer, Community and Economic Development Consultant
Department:	Community & Economic Development
Agenda Item:	Fourth Amendment to Contract for Purchase of Real Estate (Former City Hall Property)

Summary:

QuikTrip's (QT) Real Estate Manager has submitted the December 18, 2025, letter attached as Exhibit 1 to request City approval of a Fourth Amendment/extension to the real estate purchase and sale contract the City and QT have executed (the "Contract") for the former Crest Hill City Hall Property (the "Site") and reiterate QT's commitment to redevelop the Site with a new QuikTrip fueling center/convenience store and a yet to be secured commercial project (collectively the "Redevelopment Project"). The Contract is set to expire on February 3, 2026. The structure and financial details of the proposed Fourth Amendment are consistent with the previously approved contract amendments and include:

- A final extension period that would be the earlier of (i) ninety (90) days, or (ii) thirty (30) days from the City Council's approval of zoning variations for increased driveway widths; and
- An additional non-refundable payment of \$10,000 will be deposited into an escrow account. This payment would be applied to the purchase price if QT consummates its purchase of the Site or released to the City if QT terminates the Contract.

The City Attorney has reviewed and approved the form and substance of the attached Fourth Amendment.

Background:

On July 15, 2024, QT and the City executed a purchase and sale contract for the former Crest Hill City Hall property at 1610 Plainfield Road. On April 21, 2025, the City Council approved the First Amendment to this Contract to provide QT additional time for due diligence investigation work including securing clear feedback from IDOT regarding what type of driveway/vehicle access the Redevelopment Project would be permitted to have on Route 30/Plainfield Road. On August 4, the City Council approved a Second Amendment to the Contract to provide QT additional time to obtain IDOT review comments. At the very end of October 2025, IDOT finally issued its review comments and conditionally approved the right-in/right-out and full access driveways on Plainfield Road QT requires in order to move forward with the Redevelopment Project. Since obtaining this conditional approval, QT representatives, its consultants, and City staff have been coordinating on updating the design and application documents for the project and preparing for a February 12, 2026, Plan Commission public hearing on QT's zoning variation requests for increased driveway widths.

On November 3, 2025, the City Council approved the Third Amendment. The Third amendment is set to expire on February 3, 2026, or ten days before the Plan Commission is tentatively scheduled to conduct a formal public hearing on the zoning variations (increased driveway width) required for the Redevelopment Project. The requested Fourth Amendment would allow QT to finalize its development plans for the Redevelopment Project, formally apply for zoning variations for increased driveway widths, and the City to take final action on these requests.

Community and Economic Development staff encourage the City Council to approve the Fourth Amendment as this will advance the City's goal to facilitate the redevelopment of the Site with new tax generating commercial businesses.

Recommended Council Action: Direct staff and the City to prepare a resolution to approve and authorize the execution of a "Fourth Amendment to Contract for Purchase of Real Estate" by and between the City of Crest Hill and QuikTrip Corporation for the purchase of property located at 1610 Plainfield Road, Crest Hill, Illinois and include said resolution on the January 19, 2025, City Council meeting agenda for final action.

Attachments:

Exhibit 1 - Letter dated December 18, 2025, from QuikTrip requesting a Fourth Amendment to the Contract for Purchase and Sale of Real Estate located at 1610 Plainfield Road, Crest Hill, Illinois

Exhibit 2 – Proposed "Fourth Amendment to Contract for Purchase of Real Estate"

EXHIBIT 1

DECEMBER 18, 2025, QUIKTRIP FOURTH AMENDMENT REQUEST LETTER

QuikTrip® Corporation



CHICAGO OFFICE - RS
Main Street Promenade
50 South Main Street, Suite 200
Naperville, IL 60540

December 18, 2025
ATTN: Ron Mentzer
City of Crest Hill
20600 City Center Blvd
RE: Purchase and Sale of 1610 Plainfield Rd – Crest Hill, IL

The purpose of this letter is to outline and request QuikTrip's need for additional time in the amount of (i) 90, or (ii) thirty days from City Council's approval, whichever is sooner with the payment of \$10,000, which is applicable to the purchase price but non-refundable for any reason outside of Seller's default, in order to continue working with the City of Crest Hill regarding the driveway variances QuikTrip is seeking for the subject property, located at 1610 Plainfield Road. QuikTrip is proposing an amendment to the Purchase and Sale agreement executed on July 15th, 2024 for this additional time. Per the City of Crest Hill's direction, QuikTrip did not submit for these variances sooner, as we were waiting for conceptual approvals from IDOT regarding access from Plainfield Road. QuikTrip received conceptual approval for this access on October 29th, and are working on the minor adjustments IDOT is requiring for full permitting.

QuikTrip anticipates being on the February 12th Planning Commission agenda, which requires all materials to be submitted by January 16th, for review and public notice purposes. QuikTrip's team is already working on all required materials and anticipates making this deadline of submittal, as some of this information has already been submitted.

QuikTrip does not expect to have all permits in hand before waiving and closing on the contract, but needs approval for these variances to make site circulation work in an efficient, and more importantly, safe manner for customers, drivers, and delivery trucks as they will need to circle the store due to the points of access and loading zones. QuikTrip also understands that we will need to continue to work with Crest Hill planning and zoning staff, building and engineering, as well as all local utilities to then apply for and receive all applicable construction permits and approvals. QuikTrip is prepared to work with each one of those groups to insure that the location is developed in a safe and acceptable manner that residents of Crest Hill can enjoy for years to come.

QuikTrip looks forward to these approvals so that we can finalize all plans for permitting and eventual construction of this property. QuikTrip continues to look forward to becoming a part of the Crest Hill community, bringing a nationally

QuikTrip® Corporation



CHICAGO OFFICE - RSN
Main Street Promenade
50 South Main Street, Suite 200
Naperville, IL 60540

awarded convenience store and gas station along with an additional commercial user for the surplus property.

Respectfully,

DocuSigned by:

A handwritten signature of Charlie Tarwater, enclosed in a blue rectangular box. The signature is written in cursive and appears to read "Charlie Tarwater".
Charlie Tarwater
Real Estate Project Manager
QuikTrip Corporation
50 South Main Street, Suite 200, Naperville, IL 60540

D7BA0AC116D445A..

EXHIBIT 2

**FOURTH AMENDMENT TO CONTRACT
FOR PURCHASE OF REAL ESTATE”
DATED JULY 15, 2024, BY AND BETWEEN
THE CITY OF CREST HILL AND QUIKTRIP
CORPORATION**

FOURTH AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE

City Council Work Session

January 12, 2026

Fourth Amendment to the Contract for Purchase of Real Estate of the Former City Hall

This Fourth Amendment to Contract for Purchase of Real Estate (this “Amendment”) is entered into effective the date it is last executed, between the **City of Crest Hill, an Illinois Municipal Corporation** (“Seller”), and **QuikTrip Corporation, an Oklahoma corporation**, or assigns (“Buyer”). Seller entered into a Commercial Real Estate Sale Contract with Buyer effective the 15th day of July, 2024, as previously amended on April 21, 2025, August 4, 2025, and November 3rd, 2025. (the “Contract”). The parties now desire to further amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Paragraph 11 of the Contract is hereby deleted in its entirety and replaced with the following:

“In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial 180 days of the Inspection Period, Buyer may extend the Inspection Period for up to two (2) additional forty-five (45) day periods with the payment of Five Thousand and No/100 Dollars (\$5,000.00), per extension, three (3) additional ninety (90) day with the payment of Ten Thousand and No/100 Dollars (\$10,000.00), per extension, and one (1) final extension period (the “Final Extension Period”) with the payment of Ten Thousand and No/100 Dollars (\$10,000.00), which shall be the earlier of (i) ninety (90) days, or (ii) thirty (30) days from the City Council’s approval of the Special Development Approvals (as defined in paragraph 15 below). Each payment for the extensions shall be an “Additional Earnest Money Deposit” and collectively referred to as the “Additional Earnest Money Deposits”. Additional Earnest Money Deposits shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing but shall be non-refundable if the Contract is terminated for any reason other than Seller’s default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller.”

2. The following revised language is hereby added to the end of paragraph 15 of the Contract:

“Buyer and Seller acknowledge that Seller may require access restrictions and/or traffic calming measures along the Knapp Street corridor as part of Seller’s approval of Buyer’s permit and zoning related applications for Buyer’s proposed development of the Property. Buyer and Seller acknowledge that a condition precedent to Buyer for Closing of this Contract is that Buyer must obtain Seller’s approval of variations from specific provisions of the City’s zoning and sign regulations, including but not limited to, driveway width and off-site monument signage restrictions (the “Special Development Approvals”). Buyer shall submit the application for the Special Development Approvals to the City prior to January 20, 2026. In the event the Special Development Approvals are not granted to Buyer prior to the expiration of the Final Extension Period, and Buyer elects to terminate this Contract, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit and the Additional Earnest Money Deposits as full consideration of this Contract and the remainder of the Earnest Money Deposit shall be returned to Buyer, whereupon no party shall have any further right, duties, claims or liabilities hereunder.”

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Any signature delivered by a party hereto by facsimile transmission or by electronic mail in a portable document

format shall be deemed an original signature hereto, and the parties hereby agree to accept and rely upon any such document sent by facsimile transmission or by electronic mail as if same bore original signatures.

4. All capitalized terms used in this Amendment, unless defined herein, have the same meanings given to them in the Contract. In the event of a conflict between the terms of the Contract and this Amendment, the terms of the Amendment shall prevail.
5. Buyer and Seller acknowledge and agree this paragraph is for informational purposes only and creates no obligations on Buyer or Seller. Buyer and Seller intend to allow Buyer the right to extend the Inspection Period for additional time to conduct its inspections and evaluations of the Property. Buyer shall continue to have all rights provided for in the Contract during the Inspection Period, including the right to terminate if Buyer determines in its sole and absolute discretion that the Property is not suitable for its intended use. Buyer intends, but shall not be obligated, to (i) continue communications with IDOT and Seller's Planning and Development Staff regarding permits for curb cuts and access to the Property and (ii) seek approval of variations from specific provision of the City's Zoning and Sign Ordinance regulations.

(The remainder of this page is intentionally left blank. Signature page follows.)

In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This _____ day of January, 2026.

City of Crest Hill

Raymond R. Soliman, Mayor

APPROVED BY BUYER: This _____ day of January, 2026.

QuikTrip Corporation

By: _____

Truitt Priddy

Division Real Estate Manager
