City Council Agenda Memo



Crest Hill, IL

Meeting Date: August 4, 2025

Submitter: Dan Ritter, AICP, Community and Economic Development Director

Ron Mentzer, Community and Economic Development Consultant

Department: Community & Economic Development

Agenda Item: Second Amendment to Contract for Purchase of Real Estate (Former City Hall Property)

Summary: On July 15, 2024, QuikTrip Corporation (QT) entered into a contract (the "Contract") with the City to purchase the former Crest Hill City Hall at 1610 Plainfield Road (the "Site"). QT is proposing to demolish and redevelop the former City Hall improvements on the eastern portion of the Site with a new QuikTrip fueling center and convenience store and a yet to be secured commercial project on the adjacent vacant parcel to the west (collectively the "Redevelopment Project"). On April 21, 2025, the City Council approved the First Amendment to this Contract in order 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. The First Amendment was executed by QT and the Mayor in early May and expires in the first week of August.

QT submitted a traffic impact study and preliminary site plan for the Redevelopment Project to IDOT on March 17, 2025. After numerous attempts by City staff and the Mayor to obtain IDOT's formal review comments on QT's submittal, IDOT Permit Department staff notified the Mayor on July 23, 2025, they failed to distribute QT's March submittal for internal review but would now begin the review process of this information.

QT's Real Estate Manager has submitted the July 29, 2025, letter attached as Exhibit 1 to (i) reiterate QT's commitment to purchase and redevelop the Site provided it can secure the approvals required for at least one full access curb cut onto Plainfield Road, and (ii) request City approval of a second amendment to the Contract (the "Second Amendment") that would provide an additional 90 days for due diligence investigation activities including securing IDOT's feedback. City staff, the City Attorney, and QT representatives have collaborated on the preparation of the Second Amendment and the Resolution that would approve it (Exhibit 2). The structure and financial details of the Second Amendment are consistent with that of the previously approved First Amendment and include:

• An additional 90-day due diligence period that would allow QT to continue to work with IDOT and the City to secure the various approvals required to implement the Redevelopment Project;

- An additional non-refundable payment of \$10,000 that will be deposited into the escrow account and would be applied to the purchase price if QT consummates its purchases the site. If QT terminates the contract, this payment would be released to the City;
- As part of the evaluation of traffic flow in this area, the QT acknowledges there will be some traffic calming efforts on Knapp Drive; and
- If IDOT requires the City of Crest Hill to be a co-applicant on the access permit, this amendment will allow for that action.

Community and Economic Development staff encourages the City Council to approve the Second Amendment as this will advance the City's goal to facilitate the redevelopment of the Site with new tax generating commercial businesses. This extension will enable the City to obtain a clearer understanding of what type of driveway access IDOT will allow this Site to have onto Plainfield Road. This information will inform future City development/redevelopment efforts for the Site should QT not consummate its purchase.

Recommended Council Action: Approve a resolution approving and authorizing the execution of a "Second Amendment to Contract for Purchase of Real Estate" dated July 15, 2024, by and between the City of Crest Hill and QuikTrip Corporation for the purchase of property located at 1610 Plainfield Road, Crest Hill, Illinois.

Attachments:

Exhibit 1 - Letter dated July 29, 2025, from QuikTrip Requesting a Second Amendment to the Contract for Purchase of Real Estate

Exhibit 2 - Resolution _____ approving and authorizing the execution of a "Second Amendment to Contract for Purchase of Real Estate" dated July 15, 2024, by and between the City of Crest Hill and QuikTrip Corporation for the purchase of property located at 1610 Plainfield Road, Crest Hill, Illinois

EXHIBIT 1 JULY 29, 2025, QUIKTRIP SECOND AMENDMENT REQUEST LETTER

July 31, 2025

Via E-Mail with read receipt requested City of Crest Hill 20600 City Center Boulevard Crest City, IL 60403

Attn: Mayor Raymond R. Soliman

E-mail: rsoliman@cityofcresthill.com

RE: Contract for Purchase of Real Estate at 1610 Plainfield Road, Crest Hill, IL

Dear Mayor Soliman,

On July 15, 2024, the City of Crest Hill (as Seller) entered into a Contract for Purchase of Real Estate with QuikTrip Corporation (as Buyer) (the "Contract"). Please accept this letter as written notice that, due to QuikTrip's inability to obtain all necessary consents from the Illinois Department of Transportation regarding access to the Property, including, more specifically, approval for a full access driveway on Plainfield Road serving the Property (the "DOT Full Access Approval") prior to expiration of the Inspection Period of the Contract, QuikTrip Corporation hereby elects to terminate the Contract pursuant to Paragraph 10(b) of the Contract. Provided, however, that QuikTrip desires and intends to enter into a mutually acceptable addendum with the City of Crest Hill to revive and reinstate such Contract in the event that the City of Crest Hill City Council approves an amendment to the Contract to grant QuikTrip a 90-day extension of the Inspection Period to obtain such DOT Full Access Approval at the City Council's meeting on August 11, 2025.

Accordingly, QuikTrip hereby directs that the Escrow Agent hold the Earnest Money Deposit until the earlier of: (i) August 12, 2025, or (ii) such time as QuikTrip informs Escrow Agent that the parties have entered into an addendum reviving and reinstating the Contract. If no such addendum has been executed by the parties by August 12, 2025, it is requested that the Escrow Agent release the amount of (a) \$10,100.00 of the Earnest Money Deposit to the City of Crest Hill, pursuant to Paragraph 14 of the Contract, together with any Additional Earnest Money Deposits that have become non-refundable pursuant to Paragraph 11 of the Contract, and (b) \$19,900.00 be returned to QuikTrip Corporation, pursuant to Paragraph 14 of the Contract.

Thank you for your cooperation and assistance with this matter.

Sincerely,

Charlie Tarwater Real Estate Manager QuikTrip Corporation

cc: Kimya Sarmadi, Fidelity National Title – National Commercial Services

Christian G. Spesia, Spesia & Taylor Truitt Priddy, QuikTrip Corporation Brandon Rule, QuikTrip Corporation

EXHIBIT 2

RESOLUTION APPROVING AND
AUTHORIZING THE EXECUTION OF A
SECOND AMENDMENT TO CONTRACT
FOR PURCHASE OF REAL ESTATE"
DATED JULY 15, 2024, BY AND BETWEEN
THE CITY OF CREST HILL AND QUIKTRIP
CORPORATION